



This copied document to be 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

Kooroora Hotel
Amended application
Planning Report

FINAL

Prepared for Grollo Group

2 December 2020

**ADVERTISED
PLAN**



Biosis offices

NEW SOUTH WALES

Newcastle

Suite 8, 27 Annie Street
Wickham NSW 2293

Phone: (02) 4911 4040

Email: newcastle@biosis.com.au

Sydney

Unit 14, 17-27 Power Avenue
Alexandria NSW 2015

Phone: (02) 9690 2777

Fax: (02) 9690 2577

Email: sydney@biosis.com.au

Wollongong

30 Wentworth Street
Wollongong NSW 2505

Phone: (02) 4201 1090

Fax: (02) 9646 9242

Email: wollongong@biosis.com.au

VICTORIA

Ballarat

1/22 Skipton Street
Ballarat VIC 3350

Phone: (03) 5304 4250

Fax: (03) 9646 9242

Email: ballarat@biosis.com.au

Melbourne (Head Office)

38 Bertie Street
Port Melbourne VIC 3207

Phone: (03) 8686 4800

Fax: (03) 9646 9242

Email: melbourne@biosis.com.au

Wangaratta

16 Templeton Street
Wangaratta VIC 3677

Phone: (03) 5718 6900

Fax: (03) 5721 9454

Email: wangaratta@biosis.com.au

Document information

Report to: Grollo Group

Prepared by: Mitchell Deaves

Biosis project no.: 31101

File name: 27947.Kooroora.Amended.Application.FIN.PA.20201130

Citation: Biosis 2020.Kooroora: Amended Application Planning Report for Grollo Group Author: McMillan. G. Biosis Pty Ltd. Melbourne Office. Project no. 27947.

Document control

Version	Internal reviewer	Date issued
Final version 01	BRH	02/12/2020

Acknowledgements

Biosis acknowledges the contribution of the following people and organisations in undertaking this work:

- Grollo Group
- Interlandi Mantesso Architects

The following Biosis staff were involved in this project:

- Ben Howells
- Gabby McMillan
- Joshua McLennan

This copied document to be 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
PLAN**

© Biosis Pty Ltd

This document is and shall remain the property of Biosis Pty Ltd. The document may only be used for the purposes for which it was commissioned and in accordance with the Terms of the Engagement for the commission. Unauthorised use of this document in any form whatsoever is prohibited.

Contents

1 Application Summary	4
1.1 Introduction.....	4
1.2 Permit history.....	4
1.3 Planning permit requirements.....	4
1.4 Planning application requirements and documentation.....	5
1.5 Referral and notice requirements.....	6
2 Description of the Project	7
2.1 The proposal.....	7
2.2 Indicative staging:.....	7
2.3 Project proponent, partners and consultation.....	7
2.4 Project design, construction and maintenance.....	7
2.4.1 Project cost.....	7
2.4.2 Project timing.....	8
3 Related assessments and approvals	9
3.1 Strategic Justification.....	9
3.2 Flora and fauna assessment.....	9
3.3 Geotechnical assessment.....	9
3.4 Emergency management and fire prevention.....	10
3.5 Site Environmental Management Plan.....	10
4 Alpine Resorts Planning Scheme	11
4.1 Planning Policy Framework.....	11
4.1.2 Response to State policy objectives.....	11
4.2 Local Planning Policy Framework.....	12
4.2.2 Response to Local policy objectives.....	12
4.3 Zoning and overlay controls.....	12
4.3.2 Zone control.....	12
4.3.3 Comprehensive Development Zone – Schedule 1 – Alpine Village.....	13
4.4 Overlay controls.....	13
4.4.3 Clause 44.01 - Erosion Management Overlay - Schedule 1.....	15
4.4.4 Clause 44.06 - Bushfire Management Overlay.....	15
4.5 Particular provisions.....	16
4.5.2 Clause 52.06 Car Parking.....	16
4.5.3 Clause 52.17 Native Vegetation.....	16
5 Detailed assessment	17

This copied document to be 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
PLAN

6 Conclusion	30
7 References	31
8 Attachments	32
8.1 Application Form	33
8.2 Certificate of title	34
8.3 Geotechnical Advice.....	35
8.4 SEMP (with update timelines).....	36

This copied document to be 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 PLAN

1 Application Summary

This copied document to be 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

1.1 Introduction

This report and accompanying documentation support an application to amend planning permit PA150054-1 (Permit). The Permit allowed the redevelopment of 1, 3 and 5 Village Square; and 4 and 5 The Avenue, Mount Buller (site) and works have already commenced under the Permit.

The amendments are proposed in response COVID-19. The manner in which retail, hospitality and accommodation spaces can be used has significantly shifted since the design was first conceived. The revisions are designed to accommodate these changes and ensure the redevelopment is economically viable.

The key changes sought are:

- Revision to the internal layout of the residential hotel, removing shared facilities. This includes consequential changes to window positioning.
- Additional level on top of the residential hotel, to ensure the same number of beds can be provided given the internal layout changes. This includes the introduction of a lightweight bridge between the fourth level apartment and the residential hotel.

(the proposal or amendments)

These amendments to the design are considered minor and meet the relevant objectives in the Alpine Resorts Planning Scheme (Planning Scheme). The site is centrally located adjacent to the plaza, an ideal location for higher density forms of accommodation within the Mt Buller resort.

No amendments are proposed to the Permit, except for the reference to the plans.

1.2 Permit history

The Permit was issued at the direction of the Tribunal in March 2019, allowing:

'Buildings and works associated with the construction of a six-storey development comprising accommodation (dwellings and residential hotel), retail, restaurant and use of the land for consumption of liquor, waiver of bicycle facility requirements, reduced car parking requirements, waiver of loading and unloading requirements and the removal of vegetation.'

The Permit is subject to a number of conditions. Plans and documents have been endorsed and the majority of the Kooroora hotel and apartments have been constructed, including a Site Environmental Management Plan (SEMP), Geotechnical Assessment, Snow Management Plan (SMP), Waste Management Plan (WMP) and Bushfire Management Statement (BMS).

The Department granted a further revision under secondary consent on 6 December 2019, allowing an alteration to the roof form on the fourth level apartment.

1.3 Planning permit requirements

This report provides an assessment of the Project against the Alpine Resorts Planning Scheme (Planning Scheme) and an overview of other planning and environmental approval requirements that are relevant to the planning considerations.

Planning Scheme requirements

A planning permit is required for the amendments pursuant to the following provisions of the Planning Scheme:

- Clause 37.02-2 - Comprehensive Development Zone Schedule 1 (CDZ1) to construct a building or construct or carry out works.
- Clause 43.02-2 - Design and Development Overlay Schedule 1 (DDO1-A2) to construct a building or construct or carry out works.
- Clause 44.01-2 - Erosion Management Overlay Schedule 1 (EMO1) to construct a building or construct or carry out works and to remove, destroy or lop any vegetation.
- Clause 44.06 Bushfire Management Overlay Schedule 1 (BMO1) to construct a building or construct or carry out works associated with Accommodation.

A detailed assessment of the amendments against the requirements of the Planning Scheme is provided in section 5 of this report.

A permit is not required under the following provisions, as these aspects of the overall development have been considered under the existing Permit and not altered as a result of the amendments:

- Clause 52.17 – Native Vegetation
- Clause 52.06 – Car parking

1.4 Planning application requirements and documentation

The Planning Scheme nominates a number of application requirements and documents which must be submitted with the permit application. Many of these requirements have been satisfied as part of the originally application. Where updates are applicable, an addendum has been provided or the requirements have been addressed in section 5 of this report.

Table 1 provides a summary of the information and documents accompanying this planning report.

This copied document to be made available for the Planning Scheme 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 provision

**ADVERTISED
PLAN**

Table 1: Summary of information provided in this submission

Item/information requirement	Description	Reference
Application to amend a planning permit form	Completed application to amend a planning permit form.	Attachment 1
Certificate of title	Certificate of title for the site	Attachment 2
Architectural drawing package	Refer to <i>17025 Kooroora Mt Buller Proposed Additional Hotel floor Town Planning Application 2/11/20 (Rev E)</i> , prepared by Interlandi Mantesso Architects (Interlandi Mantesso Architects 2020).	Refer to separate document.
Urban design response	Required pursuant to the DDO1.	Refer to section 5 of this report.
Geotechnical assessment	Updated geotechnical advice is provided.	Attachment 3
SEMP	A SEMP with an updated project description and project timeline is provided	Attachment 4
Bushfire response	The approved BMP is not being amended as the proposal does not increase the risk to life or property. The existing approved development and BMP have been designed to ensure the risk to life and property has been reduced to an acceptable level.	Refer to response in section 5 of this report.

This copied document to be 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 PLAN

1.5 Referral and notice requirements

This application needs to be referred to the following agencies:

- Mt Stirling and Mt Buller Resort Management Board (RMB).

A permit application is exempt from the notice requirements and review rights if the development is consistent with the CDZ1. The client has arranged to meet with the owners of Buller Central on 3 December 2020 to discuss the proposed amendments on the Kooroora site and any proposed amendments that maybe being considered on the Buller central.

2 Description of the Project

This copied document to be 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

2.1 The proposal

The amendments are proposed in response COVID-19. The manner in which retail, hospitality and accommodation spaces can be used has significantly shifted since the design was first conceived. The revisions are designed to accommodate these changes and ensure the redevelopment is economically viable. The amendments are designed to ensure that the same amount of accommodation can be provided within the overall development.

The key changes sought are:

- Revision to the internal layout of the residential hotel, removing shared facilities. This includes consequential changes to window positioning.
- Additional level on top of the residential hotel, to ensure the same number of beds can be provided given the internal layout changes. This includes the introduction of a lightweight bridge between the fourth level apartment and the residential hotel.

ADVERTISED
PLAN

2.2 Indicative staging:

The overall development is being delivered in stages. The early stages of the development have already commenced under the Permit. The proponent is ready to commence works on the residential hotel component of the development, subject to the outcome of this application, within the upcoming construction season in the Resort. The construction timeframes have been updated in the SEMP to reflect this.

2.3 Project proponent, partners and consultation

The Grollo Group is the project proponent and has led the design and planning phases of the Project.

Project consultation to date has included discussions with DELWP (Planning) and the RMB. A meeting is also planned with the owners of Buller Central.

2.4 Project design, construction and maintenance

A Site Environmental Management Plan (SEMP), Waste Management Plan (WMP) and Snow Management Plan (SMP) has already been prepared under the existing Permit.

These management plans will continue to be implemented throughout futures stages of the development, the proposed amendments do not change the requirements or management actions required under those endorsed documents. Furthermore, the Bushfire Management Plan (BMP) and relevant mitigation measures will continue to be implemented on an ongoing basis.

2.4.1 Project cost

Total project cost of the amendments is approximately \$9.5 million.

2.4.2 Project timing

Works have already commenced under the Permit. The next stage of the redevelopment is 'shovel ready' and expected to commence in the 2021 constructed season, subject to the outcome of this application and any future COVID-19 restrictions.

This copied document to be made available for the sole purpose of enabling 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
PLAN**

3 Related assessments and approvals

This copied document to be 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.

3.1 Strategic Justification

The site is located within the Mt Buller Alpine Resort and is managed by the RMB, as the public land manager.

The Alpine Resorts Strategic Plan 2012 (Strategic Plan) has been prepared pursuant to the *Alpine Resorts (Management) Act 1997* and has been endorsed by the State government. The Strategic Plan set out the strategic objectives of all resorts in Victoria, including Mount Buller.

The Strategic Plan recognises the important contribution the Mount Buller Alpine Resort (resort) within the alpine industry. The Strategic Plan refers to the Mount Buller Master Plan which sets out a comprehensive range of initiatives to position Mount Buller for future growth, based primarily around broadening the range of visitor experiences and value, with only a small increase in visitor beds.

The Kooroora site is centrally located within the resort and abuts the main plaza. This is a site has significantly less environmental constraints when compared with the rest of the resort. It is an ideal location for more intense forms of development, including commercial and accommodation forms of development.

In 2010 the RMB undertook a master planning exercise for the Mt Buller village. This including looking at future development within the centre of the village including the Kooroora site. The Masterplan envisaged that the centre of the Village be the location for higher density development and the location in the village that would be suitable for taller buildings to be located as the centre of the village is the Hub/ heart of the village and should be further activated. The masterplan also aimed to further activate Cow Camp Plaza and increase movement not only in the plaza but between buildings including Cattleman's, Buller Central and Kooroora. This improved connection between buildings was considered at ground level and above ground level through the use of bridges/ connected decks above ground level. The proposed light weight bridge draws on this aim within the masterplan by providing an elevated connection between the two buildings on the Kooroora site.

Permission has already been granted for the redevelopment of the site. The existing Permit allows the redevelopment of the site. The approved development already exceeds the preferred maximum heights nominated in the DDO, in recognition of the unique position of the site. The amendments proposed are minor and are consistent with the strategic objectives for the resort. The amendments will ensure that a diverse range of alternative accommodation can continue to be delivered in a post COVID-19 environment.

3.2 Flora and fauna assessment

A detailed flora and fauna assessment was provided with the original application. A Permit has now been granted and the amendments do not alter this aspect of the overall proposal.

3.3 Geotechnical assessment

Geotechnical Assessments have been prepared by AS James for the overall development. Phil Styles and Associates was engaged to review this previous work and prepare an addendum.

The addendum is at Attachment 3 and confirms that the amendments do not present any further geotechnical risk.

3.4 Emergency management and fire prevention

The RMB has prepared a Community Bushfire Emergency Management Plan in consultation with the CFA (Community Bushfire Management Plan) (Mt Buller Alpine Resort Mt Stirling Alpine Resort 2019) which responds to the threat of bushfire in the village and puts a number of steps and procedures in place to ensure that the risk to life and property from bushfire is reduced to an acceptable level.

A bushfire assessment was completed as part of the original permit application. The bushfire mitigation measure captured in conditions on the existing Permit will continue to be implemented. The amendments will not alter those requirements.

This copied document to be 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.

3.5 Site Environmental Management Plan

A Site Environmental Management Plan (SEMP) has been prepared in support of the original permit application and will continue to be implemented. The amendments will not alter those requirements.

The project description and project timing within the SEMF has been updated to reflect the proposed change (refer to Attachment 5). The management actions within the SEMF have not been changed.

ADVERTISED
PLAN

4 Alpine Resorts Planning Scheme

The Planning Scheme sets out the objectives, policies and provisions relating to the use, development and protection of land within the Resort.

The following section provides an assessment of the Project against the relevant requirements of the Planning Scheme, including the state and local planning policies objectives.

This copied document to be 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

4.1 Planning Policy Framework

A number of general Planning Policy Framework (PPF) provisions are relevant to this Project, including:

- Clause 12 Environmental and Landscape Values
 - Clause 12.01 Biodiversity
 - Clause 12.01-1S Protection of biodiversity
 - Clause 12.01-2S Native vegetation management
 - Clause 12.04 Alpine Areas
 - Clause 12-04-1S Sustainable development in alpine areas
 - Clause 12.05 Significant environments and landscapes
 - Clause 12.05-1S Environmentally sensitive areas
- Clause 13 Environmental Risks and Amenity
 - 13.02 Bushfire
 - 13.02-1S Bushfire planning
 - Clause 13.04 Soil Degradation
 - Clause 13.04-2S Erosion and landslip
- Clause 14 Natural Resource Management
 - Clause 14.02 Water
 - Clause 14.02-1S Catchment planning and management
- Clause 17 Economic Development
 - Clause 17.04 Tourism
 - Clause 17.04-1S Facilitating tourism
- Clause 18 Movement networks
 - Clause 18.02-4 Car parking

ADVERTISED
PLAN

4.1.2 Response to State policy objectives

The amendments are consistent with the relevant PPF objectives.

The amendments will ensure that the range and density of accommodation, originally anticipated to be provided under the existing Permit can continue to be delivered.

The amendments are proposed in response COVID-19. The manner in which retail, hospitality and accommodation spaces can be used has significantly shifted since the design was first conceived. The revisions are designed to accommodate these changes and ensure the redevelopment is economically viable. The amendments are designed to ensure that an equivalent amount of accommodation can be provided within the overall development.

The amendments are minor in nature, not increasing the maximum height of the development; noting that the permitted development already exceeds the preferred maximum height. The lightweight bridge structure will provide an alternative form of pedestrian access between the residential hotel and the apartment building, through to the commercial offering at ground floor. This is consistent with other bridge structures at Mt Buller, the most notable example is the bridge from the clock tower to Cow Camp Plaza. The proposed lightweight bridge is consistent with the aspirations in the Master Plan.

The proposed built form is complementary to its natural surroundings and the level of articulation and siting of the buildings provides a high level of visual interest from the ski field and plaza. The proposed materials and scale of the building will not detract from the surrounding built form or natural environment in the long term. Its gateway presence will become a distinctive element of the Mt Buller Village character.

The amendment will not increase vegetation loss, nor will the amendments increase geotechnical risks or bushfire risks at the site. All of the existing mitigation measures required as conditions of the existing Permit will continue to be implemented.

4.2 Local Planning Policy Framework

The following provisions in the Local Planning Policy Framework are relevant to this Project:

- Clause 21.01 – Alpine Resorts Strategic Statements (Table 4).
- Clause 21.05 – Mount Buller Resort Strategic Framework (Table 5).
- Clause 22.01 – General Alpine Resorts Policies (Table 6).
- Clause 22.05 - Mt Buller Local Planning Policies (Table 7).

4.2.2 Response to Local policy objectives

The development is consistent with the relevant local planning objectives. The site has been earmarked for higher density forms of development and the amendments are consistent with the strategic vision.

Detailed assessment of the potential environmental impacts of the overall development were undertaken as part of the original permit application. The amendments do not alter those assessments as the footprint of the dwelling is not altered. There will be no additional vegetation loss.

The amendments are necessary to ensure that the amount of accommodation, originally envisaged to be delivered as part of the Kooroora redevelopment can continue to be provided. The revised floor plates and additional level of the residential hotel are necessary to remove the shared facilities that are no longer acceptable in a post-COVID19 environment.

4.3 Zoning and overlay controls

4.3.2 Zone control

The Land is located within the Comprehensive Development Zone 1 (CDZ1), Schedule 1 - Alpine Village of the Alpine Resorts Planning Scheme.

This copied document to be 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
PLAN

The land tenure is Crown land reserved for the purpose of an Alpine Resort.

4.3.3 Comprehensive Development Zone – Schedule 1 – Alpine Village

The purpose of the CDZ is:

- to implement the Municipal Planning Strategy and the Planning Policy Framework.
- to provide for a range of uses and the development of land in accordance with a comprehensive development plan incorporated in this scheme.

The purpose of CDZ1 is:

- to encourage development and the year round use of land for a commercially orientated, alpine resort.
- to provide for residential development in a variety of forms in an alpine environment.
- to encourage development and the use of the land which is in accordance with sound environmental management and land capability practices, and which takes into account the significance of the environmental resources.
- to provide for the integrated development of land in accordance with a comprehensive development plan incorporated in this scheme.

The CDZ1 contains a number of use and development permit triggers relevant to this amendment. The use of land for 'Accommodation' are a Section 1 permit not required uses.

A permit trigger exists for proposals to construct a building or construct or carry out works under the CDZ1. While the CDZ1 does not contain a permit trigger for the removal of native vegetation it does contain application requirements associated and decision guidelines specific to native vegetation. These are set out in clauses 4 and 5 of CDZ1 and addressed in Table 8 of this report.

4.4 Overlay controls

The location of proposed development is covered by four overlays in the Alpine Resorts Planning Scheme including:

- Design and Development Overlay schedule 1 (DDO1-A2) – Clause 43.02.
- Erosion Management Overlay schedule 1 (EMO1) – Clause 44.01.
- Bushfire Management Overlay schedule (BMO) – Clause 44.06.

These controls are discussed further below.

4.4.2 Clause 43.02 - Design and Development Overlay schedule 1 – A2

The purpose of the DDO is:

- to implement the Municipal Planning Strategy and the Planning Policy Framework.
- to identify areas which are affected by specific requirements relating to the design and built form of new development.

This copied document to be 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 development contravenes copyright

ADVERTISED
PLAN

The DDO1 – Schedule 1-A2 – Mt Buller Alpine Resort Village has the following design objectives:

- To ensure that development within the Mt Buller Village creates and enhances the character.
- To ensure building design provides a visually attractive and functionally effective interface with the public domain, particularly within the Village Square and adjacent to the Bourke Street ski run,
- To ensure view corridors are protected between buildings and provide opportunities for view sharing.
- To provide safe pedestrian and skier access and linkages within the Village and to the skifields

This copied document to be made available for identifiable individuals for 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 permitted development already exceeds the preferred maximum height under DDO1-A2. The proposed alteration to the hotel includes an additional floor that will also exceed the 15m in height. While the proposal exceeds the maximum height outlined in DDO1-A2, the clause states a permit may be granted to vary maximum heights under this control. The proposed increase in height on the hotel building will be consistent with the height of the apartment building on site.

Given the village area surrounding the site has been marked for more intensive development, it has been found that the amendments continue to adhere to the policy objectives in the Planning Scheme. The amendments also continue to adhere to the minimum setbacks from the frontage of the site (3 metres) laid out in DDO1-A2, as the building footprint has not been altered.

Given the extent of development that has occurred within the vicinity of the hotel, along with the identification of the Village Precinct as being underutilised or otherwise suitable for more intensive development, it is considered that a variation to the DDO heights is warranted. In the post-COVID-19 scenario, shared facilities are problematic. In order to accommodate the equivalent amount of people within the development (as originally envisaged under the existing Permit), a revised layout and additional floor need to be incorporated into the design.

The amendments:

- Do not alter the building footprint or having any further impact on the natural features or vegetation on or surrounding the site.
- Do not alter the natural landform.
- The additional floor is the same height as the apartments already constructed on the site and will not create additional visual intrusion
- Will not alter the ability to manage snow dump. The existing SMP will continue to be implemented.
- Will not impede access around the resort, in fact the bridge will provide improved pedestrian connectivity between the residential hotel and the commercial facilities already constructed under the Permit.
- There will be no change to the car parking demand or design.
- The amendments are designed to ensure the building is still well articulated. The mass of the building will be marginally altered, noting that the site is in a part of the resort earmarked for higher density forms of development.
- Additional shadowing will be marginal and only to The Avenue. Shadows from the proposed amendments will not impact on the plaza.
- Have been designed to ensure the building is still generally level with, or below, the top of the existing tree canopy.
- Do not require the removal of any additional vegetation.
- Will not make the building more visually intrusive above the tree canopy or on the skyline when viewed from within the Village and adjoining skifields.

A more detailed response to these requirements is provided in section 5 of this report.

4.4.3 Clause 44.01 - Erosion Management Overlay - Schedule 1

The purpose of the Environmental Management Overlay 1 (EMO1) is:

- to implement the Municipal Planning Strategy and the Planning Policy Framework.
- to protect areas prone to erosion, landslip or other land degradation processes, by minimising land disturbance and inappropriate development.

This copied document to be 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 without the written consent of Biosis.

The objectives to be achieved by Schedule 1 to the EMO are:

- to ensure that applications for development are supported by adequate investigation and documentation of geotechnical and related structural matters
- to ensure that development is appropriate to be carried out either conditionally or unconditionally, having regard to the results of those geotechnical and related structural investigations
- to ensure that development is only carried out if identified geotechnical and related structural engineering risks are effectively addressed.

ADVERTISED
PLAN

The EMO1 contains specific permit triggers for applications to construct a building or construct or carry out works and to remove, destroy or lop any vegetation. The amendments include construction works, however no additional vegetation removal is proposed.

Relevant geotechnical and structural matters have been addressed as part of the original permit application. An addendum report has been prepared which demonstrates that the amendments will not increase geotechnical risk (attachment 8.3).

A more detailed response to these requirements is provided in section 5 of this report.

4.4.4 Clause 44.06 - Bushfire Management Overlay

The purpose of the Bushfire Management Overlay (BMO) is:

- to implement the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.
- to ensure that the development of land prioritises the protection of human life and strengthens community resilience to bushfire.
- to identify areas where the bushfire hazard warrants bushfire protection measures to be implemented.
- to ensure development is only permitted where the risk to life and property from bushfire can be reduced to an acceptable level.

The objectives to be achieved include:

- to require tailored bushfire protection measures unique to Victoria's alpine resorts.
- to acknowledge the bushfire protection measures and protection of human life being achieved through emergency management arrangements unique to Victoria's alpine resorts.

An assessment has already been completed. Given the amendments do not increase the amount of accommodation, and therefore the number of people on site, there is no net change in risk. The bushfire mitigation measures already required under the Permit will continue to be implemented.

A more detailed response to these requirements is provided in section 5 of this report.

4.5 Particular provisions

4.5.2 Clause 52.06 Car Parking

Clause 52.06 specifies the number of car parking spaces that are required for new developments. Pursuant to Clause 52.06-3, a permit is required when the car parking rates specified in Table 1 of Clause 52.06 are not satisfied or some or all of the specified car parking spaces are proposed on another site.

Pursuant to Table 1 of Clause 52.06, the following car parking requirements apply:

- each one or two bedroom cabin requires 1 car parking space.
- each three bedroom cabin requires 2 car parking spaces.
- 1 car parking space is required for visitors to every 5 cabins (or dwellings) for development of 5 or more cabins.

No change (increase) in the amount of accommodation is proposed. The proposed amendments to the floor plates will provide an equivalent numbers of beds to the approved hotel. Accordingly, the amendments do not alter this aspect of the existing Permit or the number of car parking spaces required by the amendments. The number of car parking spaces provided as part of the approved development will remain. No further assessment is required.

4.5.3 Clause 52.17 Native Vegetation

No additional vegetation will be impacted by the amendments. Accordingly, no further assessment or consideration is required under clause 52.17.

This copied document to be 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
PLAN

5 Detailed assessment

Table 2: Response to the Comprehensive Development Zone schedule 1

Requirements	Proposal Response
Clauses 4.1 and 4.1-2 CDZ1: Site Development Plan and Planning Permit Application requirements	
Building and Works	The amendments increase the height of the residential hotel by one floor. The site is located in the Village centre, an area earmarked for higher density development within the Resort. In order to provide suitable accommodation, in a post-COVID19 context, the additional floor is required to provide the same amount of accommodation without the need to shared facilities.
Native Vegetation	The amendments do not alter the building footprint, therefore there is no additional impact on native vegetation.
Site Environmental Management Plan	A Site Environmental Management Plan (SEMP) has been prepared under the existing Permit and will continue to be implemented.
Clause 4.0 and 5.0 CDZ1 : Decision Guidelines	
PPF and LPPF	See response to these decision guidelines in previous sections of this report.
Clause 65	The response to environmental impacts, especially native vegetation and bushfire, is outlined throughout this report.
General issues	The development of the proposed development is considered appropriate for this site.
Environmental issues	The potential environmental and ecological impacts associated with the project are outlined in this planning report and accompanying attachments.
Design and siting issues	The design of the buildings proposed is consistent with that required by the DDO1 – A2. The proposed colours and materials are consistent with the Alpine palate, particularly those colours found within the alpine environment.

This copied document to be 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 3: Response to application requirements and decision guidelines of Clause 43.02 – Design and Development Overlay schedule 1-A2

Requirements	Proposal Response
Clause 43.02 & Schedule 1 Design objectives	
Refer to Section 4.4.2 of this report.	
Clause 43.02 & Schedule 1 Building and design requirements	
<p>Maximum Height</p> <ul style="list-style-type: none"> The maximum height of any part of a building is 4 storeys or 15m above natural ground level, whichever is the lesser height. A permit may be granted to increase the height of any rooftop structure or chimney by 1.5m, provided no more than 20 per cent of the roof area exceeds 15m in height. A permit may be granted to vary maximum heights. 	<p style="text-align: center;">ADVERTISED PLAN</p> <p>The proposed alteration to the hotel includes an additional floor that will exceed 15m in height.</p> <p>While the proposal exceeds the maximum height outlined in DDO1-A2, the clause states a permit may be granted to vary maximum heights under this control.</p> <p>Given the extent of development that has occurred within the vicinity of the hotel, along with the identification of the Village Precinct as being underutilised or otherwise suitable for more intensive development, it is considered that a variation is warranted. In the post-COVID-19 scenario, shared facilities are problematic. In order to accommodate the same amount of people within the development, a revised layout and additional floor need to be incorporated into the design.</p>

This copied document to be 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 law.

ADVERTISED PLAN

Requirements	Proposal Response
<p>Minimum Setbacks</p> <ul style="list-style-type: none"> • A building must be setback: <ul style="list-style-type: none"> ○ 6 metres from the closest kerbside or constructed edge of a road abutting the frontage of the site and 3 metres from the frontage boundary of the site ○ 6 metres from any other site boundary • Where any part of an external wall measured above natural ground level exceeds 3.6m in height, the minimum prescribed distance of the wall from a boundary shall be increased in the proportion of 100mm for every 300mm or part thereof by which that height of that part of the wall exceeds 3.6m • A permit may be granted to vary setbacks. 	<p>It is considered that the setbacks for the proposal are appropriate and allow for appropriate snow dump areas and view lines through the site. A snow management plan (SMP) has been prepared under the existing Permit and will continue to be implemented. The bridge structure will be a lightweight structure with open mesh tread, allowing snow to fall through naturally. This is a consistent approach for bridges and elevated structures/ decks and walkways with this the resort.</p>
<p>Maximum Site Coverage</p> <ul style="list-style-type: none"> • 75% of the total site area 	<p>The amendments do not alter the site coverage.</p>
<p>Car parking</p> <ul style="list-style-type: none"> • 1 spaces per 140 sq m gross floor area. • Setback a minimum of 3m from all site boundaries. • Access ways a minimum width of 3m 	<p>All relevant car parking requirements have been achieved as part of the previous permit application. The amendments do not propose changes to the car parking requirements contained in the previous permit application.</p>
<p>Clause 43.02 & Schedule 1 Building and design Requirements</p>	
<p>Wall materials</p> <ul style="list-style-type: none"> • Corrugated iron, profiled metal, timber, natural stone (preferably weathered granite), plastered masonry. • Natural stone should be used in new buildings and major extensions that add more than 20 per cent to existing floor area. A minimum of 15 per cent of all external facades visible from the road, public pedestrian route or ski fields should be constructed of natural stone 	<p>The amendments do not propose to alter the wall materials that were assessed and accepted as part of previous the previous permit application.</p>
<p>Roof material</p> <ul style="list-style-type: none"> • Profiled metal, corrugated iron (non-reflective and muted tones) 	<p>The amendments do not propose to alter the roof material that was assessed as part of the previous permit application.</p>

This copied document to be 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.

Requirements	Proposal Response
Colours <ul style="list-style-type: none"> The use of colour in the form of paintwork should be minimised, and used only as a feature or element of contrast. The use of natural alpine colour tones should be used in materials and finishes 	<p>The amendments do not propose to alter the amount of colour used within the development, as assessed and accepted under the previous permit application.</p>
ADVERTISED PLAN	
Clause 43.02 & Schedule 1 Application requirements An urban design impact statement explaining how the proposed development meets the design objectives and requirements in the Design and Development Overlay and the Mt Buller Village Design Guidelines.	<p>As outlined in this report.</p>
The following application requirements apply to an application for a permit under Clause 43.02, in addition to those specified elsewhere in the scheme and must accompany an application, as appropriate, to the satisfaction of the responsible authority: <ul style="list-style-type: none"> Development proposals should include provision for revegetation on the site including details of measures for ground stabilisation, and the vegetation species to be planted 	<p>All relevant revegetation requirements, ground stabilisation and details related the vegetation species will be undertaken as part of the amendments, and in accordance with the requirements assessed and accepted as part of the previous permit application.</p>
Clause 43.02 Schedule 1 Buildings and works requirements in Clause 2.0	
Development should not cast a shadow over the Village Square, Athletes Walk, Summit Road or Bourke Street ski run for more than two hours in the period 10.00am to 3.00pm on 22 June	<p>As outlined in this report.</p>
In residential areas of the Village, development should be constructed so that it is generally level with, or below, the top of the existing tree canopy.	<p>The amendments have been designed to ensure the development remains generally level, or below, the existing tree canopy.</p>
Development should avoid and minimise removal of vegetation	<p>The removal of vegetation has been minimised as the amendments do not require additional vegetation removal.</p>
Vegetation should not be removed to provide for view corridors from any development	<p>There is no additional vegetation that will be removed as part of the amendments.</p>

This copied document to be 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
PLAN

Requirements	Proposal Response
Development should not be visually intrusive above the tree canopy or on the skyline when viewed from within the Village and adjoining skifields.	The amendments have been designed to ensure the development remains generally level, or below, the existing tree canopy.
Vehicle and pedestrian access points should be combined where possible to minimise vegetation removal and visual impact on the street frontage.	All vehicle and pedestrian access points have been combined where possible to ensure the removal of vegetation is minimised.

A design response that demonstrates:

- **How the development has been designed and sited in response to the topography of the site, its existing indigenous vegetation and natural features and surrounding structures and vegetation.**
- **The extent to which the development has attempted to minimise grading and alteration of natural landforms and retain existing indigenous vegetation on the site.**
- **The visual impact of the proposed development, particularly in terms of impact on the streetscape and intrusion into the skyline when viewed from key vantage points within the Village and adjoining ski fields**
- **The management of snow deposition within the site boundary or retention of snow on the roof structure.**
- **The ability to provide suitable pedestrian and skier movement within the site boundary and linkages, the skifield area, pedestrian networks, public spaces and roads.**
- **The provision of car parking and vehicular access in a manner that does not detract from the appearance of the development, particularly when viewed from the frontage of the site.**
- **The extent to which the built form is articulated and fragmented to break up the mass of the building.**

The amendments are proposed in order to ensure that the same amount of people can be accommodated within the building in a post-COVID19 environment. The need to remove shared facilities has resulted in altered floor plates in the residential hotel and consequential increase in the height of the hotel building.

The amendments:

- Do not alter the building footprint or having any further impact on the natural features or vegetation on or surrounding the site.
- Do not alter the natural landform.
- The additional floor is the same height as the apartments already constructed on the site and will not create additional visual intrusion
- Will not alter the ability to manage snow dump. The existing SMP will continue to be implemented.
- Will not impede access around the resort, in fact the bridge will provide improved pedestrian connectivity between the residential hotel and the commercial facilities already constructed under the Permit.
- There will be no change to the car parking demand or design.
- The amendments are designed to ensure the building is still well articulated. The mass of the building will be marginally altered, noting that the site is in a part of the resort earmarked for higher density forms of development.

**ADVERTISED
PLAN**

This copied document to be 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 provision

ADVERTISED PLAN

Requirements	Proposal Response
<p>A roof plan which demonstrates compliance with the height requirements for the site.</p>	<p>The permitted development already exceeds the preferred height under the DDO1-A2. The site is situated within the Village Precinct. The Village Precinct has been classified as being underutilised or otherwise suitable for more intensive development; therefore, it is considered that a permit may be granted to exceed the maximum height as laid out in DDO1-A2 for the residential hotel.</p>
<p>A landscape concept plan which includes the description of vegetation to be planted, the surfaces to be constructed, site works specification and method of preparing and maintaining the landscaping. A plan must be submitted which details the location, size and spread of all existing native vegetation to be retained and removed, trees proposed for retention and removal must be surveyed. Where revegetation cannot be provided on the site, suitable offsets and the location of these offsets must be agreed upon with the Resort Management Board and the Department of Sustainability and Environment.</p>	<p>There is no additional vegetation to be removed as part of the amendments. Therefore, it is considered that the previous landscape concept plan remains acceptable for the amendments.</p>

This copied document to be 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 4: Response to application requirements and decision guidelines of Clause 44.01 - Erosion Management Overlay

Requirements	Proposal Response
Clause 44.01 Erosion Management Overlay – Schedule 1 – Objectives to be achieved	
To ensure that applications for development are supported by adequate investigation and documentation of geotechnical and related structural matters.	Geotechnical assessments have been undertaken as part of previous permit application. The amendments do not propose to alter the building footprint, therefore there are no changes to geotechnical and related structural matters. An addendum to the geotechnical assessment has been prepared, concluding that there is no additional risk arising from the amendments.
To ensure that development is appropriate to be carried out either conditionally or unconditionally, having regard to the results of those geotechnical and related structural investigations.	As above.
To ensure that development is only carried out if identified geotechnical and related structural engineering risks are effectively addressed.	As above.
Clause 44.01 & Section 3.0 EMO1 Site development plan and application requirements	
The existing site conditions, including land gradient and the extent of any existing erosion, landslip or other land degradation.	Requirements related to the existing site conditions have been assessed and approved under the existing Permit.
The extent of any proposed earthworks.	There are no additional earthworks associated with the amendments. Any requirements related to earthworks have been assessed and accepted under existing Permit.
The means proposed to stabilise disturbed areas.	As above.

ADVERTISED
PLAN

This copied document to be 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 PLAN

Requirements	Proposal Response
A preliminary geotechnical assessment prepared or technically verified by a suitably qualified and experienced geotechnical practitioner.	As above.

This copied document to be 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 5: Response to application requirements and decision guidelines of Clause 44.06 - Bushfire Management Overlay and Clause 53.02

Requirements	Proposal Response
Application Requirements – 44.06 Bushfire Management Overlay including all application requirements from its Schedule and Clause 53.02	
A bushfire hazard site assessment including a plan that describes the bushfire hazard within 150 metres of the proposed development.	A bushfire hazard site assessment and associated information has been assessed and approved under the existing Permit. As there is no change to the building footprint associated with the amendments or additional accommodation proposed, there is no added risks or bushfire hazards. The bushfire mitigation measures will continue to be implemented under the existing permit conditions.
A bushfire hazard landscape assessment including a plan that describes the bushfire hazard of the general locality more than 150 metres from the site. (Clause 53.02)	A bushfire hazard landscape assessment and associated information was prepared under the existing Permit.
A bushfire management statement describing how the proposed development responds to the requirements in this clause and Clause 53.02.	The bushfire mitigation measures previously identified in the BMS will continue to be implemented under the Permit.

ADVERTISED PLAN

ADVERTISED PLAN

Requirements	Proposal Response
<p>Bushfire Protection Objectives and Approved Measures- Clause 53.02-4 and Substitute Approved Measures - Clause 44.06</p> <p>53.02-4.1 Landscape, siting and design objectives:</p> <ul style="list-style-type: none">• Development is appropriate having regard to the nature of the bushfire risk arising from the surrounding landscape.• Development is sited to minimise the risk from bushfire.• Development is sited to provide safe access for vehicles, including emergency vehicles.• Building design minimises vulnerability to bushfire attack. <p>Approved Measures:</p> <p>AM 2.1 The bushfire risk to the development from the landscape beyond the site can be mitigated to an acceptable level (Schedule to 44.06 - No substitute specified).</p> <p>AM 2.2 A building is sited to ensure the site best achieves the following (Schedule to 44.06 specifies Clause 53.02 applies):</p> <ul style="list-style-type: none">• The maximum separation distance between the building and the bushfire hazard.• The building is in close proximity to a public road.• Access can be provided to the building for emergency service vehicles. <p>AM 2.3 A building is designed to reduce the accumulation of debris and entry of embers (Schedule to 44.06 specifies Clause 53.02 applies)</p>	<p>No change as a result of the amendments.</p>

ADVERTISED PLAN

Requirements	Proposal Response
<p>53.02-4.2 Defendable space and construction objective:</p> <ul style="list-style-type: none">Defendable space and building construction mitigate the effect of flame contact, radiant heat and embers on buildings. <p>Substitute Approved Measures (as per Schedule)</p> <p>AM 3.2 The construction of buildings must be one of the following:</p> <ul style="list-style-type: none">BAL-40 construction in accordance with AS3959 Building in Bushfire Prone Areas (Standards Australia).Determined by a suitably qualified and experienced practitioner that the building will be capable of withstanding an equivalent level of predicted bushfire attack and level of exposure.A suitably qualified and experienced practitioner has the same meaning as 'fire safety engineer' within the Building Regulations 2006.Determined using an alternative methodology to the satisfaction of the relevant fire authority.Buildings must be provided with defendable space to the satisfaction of the relevant fire authority.	<p>No change as a result of the amendments.</p>

This copied document to be 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
PLAN**

Requirements	Proposal Response
<p>53.02-4.3 Water Supply and Access Objectives:</p> <ul style="list-style-type: none">• A static water supply is provided to assist in protecting property.• Vehicle access is designed and constructed to enhance safety in the event of a bushfire. <p>Substitute Approved Measures 4.2 (as per Schedule)</p> <ul style="list-style-type: none">• All buildings and works must provide access and egress arrangements which meet the requirements of the relevant fire authority.	<p>No change as a result of the amendments.</p>

6 Conclusion

This report has addressed the relevant planning considerations for the amendments proposed to the Kooroora redevelopment. Key policy considerations for these amendments have been identified and addressed, these include:

- Responding to changes in the manner in which shared facilities can be utilised in a post COVID-19 environment.
- Ensuring that the same amount of accommodation, as originally anticipated under the Permit, can continue to be delivered.
- Continuing to deliver a greater range of integrated accommodation and facilities in support of strategic objectives for the resort during the summer and winter seasons.
- A site responsive design which takes into account the post-COVID19 environment, design objectives.
- Ensuring the strategic value of the proposal has been considered.
- Achieving a no net loss in the contribution made by native vegetation to Victoria's biodiversity through the new risk-based approach, avoid, minimise and offset.
- Implementing best practice environmental standards for the construction process through requiring a project site environmental management plan and overall landscape plan.

In summary the proposal accords with the purpose of the relevant decision guidelines of the Planning Scheme. The proposal is considered to be in accordance with Planning Policy Framework.

This copied document to be 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
PLAN**

7 References

A.S. James Pty Ltd, 2015. *Geotechnical Investigation Kooroora Hotel Sites 3-5 Mt Buller*, Clayton: A.S. James Pty Ltd.

Biosis, 2015a. *Assessment of native vegetation impacts for the Kooroora development, Mount Buller Alpine Resort Due diligence assessment*, Wangaratta: Biosis.

Biosis, 2015b. *Cultural Heritage Due Diligence Assessment for Kooroora, Victoria*, Melbourne: Biosis.

Mt Buller & Mt Stirling Alpine Resort Management Board, 2010. *Mt Buller Master Plan Report Volume 1*, Mt Buller Village: Mt Buller & Mt Stirling Alpine Resort Management Board.

Mt Buller Mt Stirling Resort Management, 2014. *Mt Buller Mt Stirling Community Bushfire Emergency Management Plan*, Mt Buller: Mt Buller Alpine Mt Stirling Resort Management.

Victorian State Government, 2020. *Alpine Resorts Planning Scheme*, Melbourne: Victorian State Government.

This copied document to be 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
PLAN**

8 Attachments

This copied document to be 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
PLAN**

8.1 Application Form

This copied document to be 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
PLAN**



Department of Environment, Land,
Water and Planning (DELWP)
Planning Enquiries
Phone: 1800 789 386
Web: planning.vic.gov.au

Office Use Only Application No.:

Date Lodged: / /

Application to AMEND a Planning Permit

This copied document to be 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 provision.

If you need help to complete this form, read MORE INFORMATION at the end of this form.

⚠ Any material submitted with this application, including plans and personal information, will be available for public viewing, including electronically, and copies may be made for interested parties for the purpose of enabling consideration and review as part of a planning process under the *Planning and Environment Act 1987*. See MORE INFORMATION at the end of this form to read our privacy statement. If you have any questions, please contact the relevant DELWP office.

⚠ This form cannot be used to:

- amend a permit or part of a permit if the Victorian Civil and Administrative Tribunal (VCAT) has directed under section 85 of the Act that the responsible authority must not amend that permit or that part of the permit (as the case requires); or
- amend a permit issued by the Minister under Division 6 of Part 4 of the Act (these applications must be made to the Minister under section 971 of the Act).

⚠ Questions marked with an asterisk (*) must be completed.

i Click for further information.

**ADVERTISED
PLAN**

Clear Form

The Land **i**

Address of the land. Complete the Street Address and one of the Formal Land Descriptions.

Street Address *

Unit No.:	St. No.: 3-5	St. Name: Kooroora
Suburb/Locality: Mt Buller Alpine Resort		Postcode:

Formal Land Description *
Complete either A or B.

⚠ This information can be found on the certificate of title.

If this application relates to more than one address, attach a separate sheet setting out any additional property details.

A Lot No.: Lodged Plan Title Plan Plan of Subdivision No.:

OR

B Crown Allotment No.: Section No.:

Parish/Township Name:

Planning Permit Details **i**

What permit is being amended? *

Planning Permit No.: PA150054-1

The Amended Proposal **i**

⚠ You must give full details of the amendment being applied for. Insufficient or unclear information will delay your application.

What is the amendment being applied for?*

- Indicate the type of changes proposed to the permit.
- List details of the proposed changes.

If the space provided is insufficient, attach a separate sheet.

This application seeks to amend:

<input type="checkbox"/> What the permit allows	<input checked="" type="checkbox"/> Plans endorsed under the permit
<input checked="" type="checkbox"/> Current conditions of the permit	<input type="checkbox"/> Other documents endorsed under the permit

Details:

Amendments are shown on plans formed by Interlandi Mantesso Architects (IMA) Job no. 17025

- Alteration to building height and the addition of an extra floor to the development.
- Alteration to floor plates, including the alteration of window positioning within development.
- Construction of a lightweight bridge connecting the hotel to the accommodation.

⚠ Provide plans clearly identifying all proposed changes to the endorsed plans, together with: any information required by the planning scheme, requested by DELWP or outlined in a DELWP checklist, and if required, include a description of the likely effect of the proposal.



Development Cost i

Estimate cost of development*

If the permit allows **development**, estimate the cost difference between the development allowed by the permit and the development to be allowed by the amended permit.

Cost of proposed amended development:	-	Cost of the permitted development:	(Cost difference (+ or -))
\$ <input style="width: 90%;" type="text"/>		\$ <input style="width: 90%;" type="text"/>	= \$ 9,000,000
Insert 'NA' if no development is proposed by the permit.			
⚠ You may be required to verify this estimate.			

This copied document to be 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

Existing Conditions i

Describe how the land is used and developed now *

For example, vacant, three dwellings, medical centre with two practitioners, licensed restaurant with 80 seats, grazing.

Have the conditions of the land changed since the time of the original permit application? Yes No

If yes, please provide details of the existing conditions.

A number of apartments have been constructed and are currently in use. The overall development is partially complete, and is being used accordingly.

Provide a plan of the existing conditions if the conditions have changed since the time of the original permit application. Photos are also helpful.

ADVERTISED PLAN

Title Information i

Encumbrances on title *

Does the proposal breach, in any way, an encumbrance on title such as a restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope?

Yes. (If 'yes' contact council for advice on how to proceed before continuing with this application.)
 No
 Not applicable (no such encumbrance applies).

Provide a full, current copy of the title for each individual parcel of land forming the subject site. The title includes: the covering 'register search statement', the title diagram and the associated title documents, known as 'instruments', for example, restrictive covenants.



Applicant and Owner Details i

Provide details of the applicant and the owner of the land.

Applicant *

The person who wants the permit.

Name:		
Title: Mr	First Name: Martin	Surname: Howells
Organisation (if applicable): Grollo Group		
Postal Address: <small>If it is a P.O. Box, enter the details here:</small>		
Unit No.:	St. No.: 525	St. Name: Collins Street
Suburb/Locality: Melbourne	State: Vic	Postcode: 3000

This copied document to be 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

Please provide at least one contact phone number *

Contact information for applicant OR contact person below	
Business phone:	Email: bhowells@biosis.com.au
Mobile phone: 0438906090	Fax:

Where the preferred contact person for the application is different from the applicant, provide the details of that person.

Contact person's details* Same as applicant <input type="checkbox"/>		
Name:		
Title: Mr	First Name: Ben	Surname: Howells
Organisation (if applicable): Biosis		
Postal Address: <small>If it is a P.O. Box, enter the details here:</small>		
Unit No.:	St. No.: 38	St. Name: Bertie Street
Suburb/Locality: Port Melbourne	State: Vic	Postcode: 3207

Owner *

The person or organisation who owns the land

Where the owner is different from the applicant, provide the details of that person or organisation.

Name: Same as applicant <input checked="" type="checkbox"/>		
Title:	First Name:	Surname:
Organisation (if applicable):		
Postal Address: <small>If it is a P.O. Box, enter the details here:</small>		
Unit No.:	St. No.:	St. Name:
Suburb/Locality:	State:	Postcode:
Owner's Signature (Optional):	Date: <small>day / month / year</small>	

Declaration i

This form must be signed by the applicant*

▲ Remember it is against the law to provide false or misleading information, which could result in a heavy fine and cancellation of the permit.

I declare that I am the applicant; that all the information in this application is true and correct; that all changes to the permit and plan have been listed as part of the amended proposal; and that the owner (if not myself) has been notified of the permit application.

Signature: 	Date: <small>day / month / year</small>
--	--

Need help with the Application? i

If you need help to complete this form, read MORE INFORMATION at the end of this form. General information about the planning process is available at planning.vic.gov.au

Contact the relevant DELWP office to discuss the specific requirements for this application and obtain a checklist. Insufficient or unclear information may delay your application.

Has there been a pre-application meeting with a DELWP planning officer?

<input type="radio"/> No	<input type="radio"/> Yes	If 'Yes', with whom?:
		Date: <small>day / month / year</small>



Checklist i

Have you:

<input type="checkbox"/>	Filled in the form completely?	This copied document to be 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
<input type="checkbox"/>	Paid or included the application fee?	
<input type="checkbox"/>	Attached all necessary supporting information and documents?	
<input type="checkbox"/>	Completed the relevant planning permit checklist?	
<input type="checkbox"/>	Signed the declaration above?	

Most applications require a fee to determine the appropriate fee.

Lodgement i

Lodge the completed and signed form and all documents with:

Department of Environment, Land, Water and Planning

To obtain the address details for the relevant planning office, go to the department's Planning Contacts page at planning.vic.gov.au/contact-us or email development.approvals@delwp.vic.gov.au

ADVERTISED PLAN

Deliver application in person, by post or by email.

Payment

Please select the relevant payment method.

A Electronic Funds Transfer (EFT)

On (day / month / year) an EFT payment of

was made to:
 BSB – 033 222
 ACC – 13 11 46
 ABN – 90 719 052 204

OR

B Cheque*

A cheque was made payable on (day / month / year) in accordance with the Planning and Environment (Fees) Regulations.
**Cheques must be made payable to the Department of Environment, Land, Water and Planning.*



i MORE INFORMATION

The Land

It is important that your application to amend a planning permit includes details of the land, consistent with the Planning Permit. Refer to a copy of your Planning Permit, when completing the street address section of the form.

Also ensure you provide up-to-date details for the formal land description, using the current copy of the title.

Planning Permit Details

You must identify the permit being amended by specifying the permit number. This can be found at the beginning of the permit.

The Amended Proposal

First select the type of amendment being applied for. This may include an amendment to:

- the use and/or development allowed by the permit
- conditions of the permit.
- plans approved by the permit.
- any other document approved by the permit.

Then describe the changes proposed to the permit, including any changes to the plans or other documents included in the permit.

Development Cost

In most instances an application fee will be required. This fee must be paid when you lodge the application. The fee is set down by government regulations.

To help DELWP calculate the application fee, you must provide an accurate cost estimate of the proposed development to be allowed by the amended permit and the difference between the development allowed by the permit.

DELWP may ask you to justify your cost estimates. Costs are required solely to allow DELWP to calculate the permit application fee.

Fees are exempt from GST.

The cost difference is calculated as follows:

Development cost related to the Application to Amend a Planning Permit	–	Development cost related to the Application for Planning Permit	=	Cost Difference
--	---	---	---	-----------------

If the estimated cost of the proposed amended development is less than the estimated cost of the development allowed by the permit, show it as a negative number.

Example 1

Where the cost of the development to be allowed by the amended permit is lower than the cost of the development allowed by the permit:

$$\$180,000 - \$195,000 = -\$15,000$$

Example 2

Where the cost of the development to be allowed by the amended permit is higher than the cost of the development allowed by the permit:

$$\$250,000 - \$195,000 = \$55,000$$

Costs for different types of development can be obtained from specialist publications such as Cordell Housing: Building Cost Guide or Rawlinsons: Australian Construction Handbook.

Contact DELWP to determine the appropriate fee. Go to planning.vic.gov.au to view a summary of fees in the Planning and Environment (Fees) Regulations.

Existing Conditions

How should land be described?

If the conditions of the land have changed since the time of the original permit application, you need to describe, in general terms, the way the land is used now, including the activities, buildings, structures and works that exist (for example, single dwelling, 24 dwellings in a three-storey building, medical centre with three practitioners and 8 car parking spaces, vacant land).

Please attach to your application a plan of the existing conditions of the land, if the conditions have changed since the time of the original permit application. Check with DELWP for the quantity, scale and level of detail required.

It is also helpful to include photographs of the existing conditions.

Title Information

What is an encumbrance?

An 'encumbrance' is a formal obligation on the land, with the most common type being a 'mortgage'. Other common examples of encumbrances include:

- **Restrictive Covenants:** A 'restrictive covenant' is a written agreement between owners of land restricting the use or development of the land for the benefit of others, (eg. a limit of one dwelling or limits on types of building materials to be used).
- **Section 173 Agreements:** A 'section 173 agreement' is a contract between an owner of the land and the responsible authority which sets out limitations on the use or development of the land.
- **Easements:** An 'easement' gives rights to other parties to use the land or provide for services or access on, under or above the surface of the land.
- **Building Envelopes:** A 'building envelope' defines the development boundaries for the land.

Aside from mortgages, the above encumbrances can potentially limit or even prevent certain types of proposals.

What documents should I check to find encumbrances?

Encumbrances are identified on the title (register search statement) under the header 'encumbrances, caveats and notices'. The actual details of an encumbrance are usually provided in a separate document (instrument) associated with the title. Sometimes encumbrances are also marked on the title diagram or plan, such as easements or building envelopes.

What about caveats and notices?

A 'caveat' is a record of a claim from a party to an interest in the land. Caveats are not normally relevant to planning applications as they typically relate to a purchaser, mortgagee or chargee claim, but can sometimes include claims to a covenant or easement on the land. These types of caveats may affect your proposal.

Other less common types of obligations may also be specified on title in the form of 'notices'. These may have an effect on your proposal, such as a notice that the building on the land is listed on the Heritage Register.

What happens if the proposal contravenes an encumbrance on title?

Encumbrances may affect or limit your proposal or prevent it from proceeding. Section 61(4) of the *Planning and Environment Act 1987* for example, prevents a council from granting a permit if it would result in a breach of a registered restrictive covenant. If the proposal contravenes any encumbrance, contact DELWP for advice on how to proceed.

You may be able to modify your proposal to respond to the issue. If not, separate procedures exist to change or remove the various types of encumbrances from the title. The procedures are generally quite involved and if the encumbrance relates to more than the subject property, the process will include notice to the affected party.

You should seek advice from an appropriately qualified person, such as a solicitor, if you need to interpret the effect of an encumbrance or if you seek to amend or remove an encumbrance.

Why is title information required?

Title information confirms the location and dimensions of the land specified in the planning application and any obligations affecting what can be done on or with the land.

As well as describing the land, a full copy of the title will include a diagram or plan of the land and will identify any encumbrances, caveats and notices.

What is a 'full' copy of the title?

The title information accompanying your application must include a 'register search statement' and the title diagram, which together make up the title. In addition, any relevant associated title documents, known as 'instruments', must also be provided to make up a full copy of the title.

This copied document to be 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 PLAN

Check the title to see if any of the types of encumbrances, such as a restrictive covenant, section 173 agreement, easement or building envelope, are listed. If so, you must submit a copy of the document (instrument) describing that encumbrance. Mortgages do not need to be provided with planning applications.

Some titles have not yet been converted by Land Registry into an electronic register search statement format. In these earlier types of titles, the diagram and encumbrances are often detailed on the actual title, rather than in separate plans or instruments.

Why is 'current' title information required?

It is important that you attach a current copy of the title for each individual parcel of land forming the subject site. 'Current' title information accurately provides all relevant and up-to-date information.

Some Councils require that title information must have been searched within a specified time frame. Contact DELWP for advice on DELWP requirements.

Copies of title documents can be obtained from Land Registry: Level 10, 570 Bourke Street, Melbourne; 03 8636 2010; www.landata.vic.gov.au – go direct to "titles & property certificates".

Applicant and Owner Details

This section provides information about the permit applicant, the owner of the land and the person who should be contacted about any matters concerning the permit application.

The applicant is the person or organisation that wants the permit. The applicant can, but need not, be the contact person.

In order to avoid any confusion, DELWP will communicate only with the person who is also responsible for providing further details. The contact may be a professional adviser (e.g. architect or planner) engaged to prepare or manage the application. To ensure prompt communications, contact details should be given.

The owner of the land is the person or organisation who owns the land at the time the application is made. Where a parcel of land has been sold and an application made prior to settlement, the owner's details should be identified as those of the vendor. The owner can, but need not, be the contact or the applicant.

See **Example**.

Privacy statement

The Department of Environment, Land, Water and Planning (DELWP) is committed to protecting personal information provided by you in accordance with the principles of the Victoria privacy laws.

The information you provide will be used for the following purposes:

- correspond with you about your permit application
- if necessary, notify affected parties who may wish to inspect your application so that they can respond - this may be a notice onsite, in a newspaper and/or by post
- if necessary, forward your application to a referral authority who must also keep a register available for inspection by any person
- be recorded in the Minister's permit register (no name or personal details are visible in the online register).

The information you provide will be made available to:

- any person who may wish to inspect your application until the application process is concluded, including any review at VCAT
- relevant officers in DELWP, other Government agencies or Ministers directly involved in the planning process.
- Persons accessing information in accordance with the *Public Records Act 1973* or the *Freedom of Information Act 1982*.

This information is being collected in accordance with the *Planning and Environment Act 1987*.

If all requested information is not received, DELWP may not be able to process your application.

You may access the information you have provided to DELWP by emailing: development.approvals@delwp.vic.gov.au

Declaration

The declaration should be signed by the person who takes responsibility for the accuracy of all the information that is provided. This declaration is a signed statement that the information included with the application is true and correct at the time of lodgement.

The declaration can be signed by the applicant, the owner or another person who is not the applicant, the owner must either sign the application form or must be notified of the application which is acknowledged in the declaration.

Obtaining or attempting to obtain a permit by wilfully making or causing any false representation or deception, either orally or in writing, is an offence under the *Planning and Environment Act 1987* and could result in a fine and/or cancellation of the permit.

Need help with the Application?

If you have attended a pre-application meeting with a DELWP planner, fill in the name of the planner and the date, so that the person can be consulted about the application once it has been lodged. This will help speed up the processing of your application.

Checklist

You should provide sufficient supporting material with the application to describe the proposal in enough detail for the council to make a decision. It is important that copies of all plans and information submitted with the application are legible.

There may be specific application requirements set out in the planning scheme for the use or development you propose. The application should demonstrate how these have been addressed or met.

The checklist is to help ensure that you have:

- provided all the required information on the form
- included payment of the application fee
- attached all necessary supporting information and documents
- completed the relevant DELWP planning permit checklist
- signed the declaration on the last page of the application form.

The more complete the information you provide with your application, the sooner DELWP will be able to make a decision.

Lodgement

The application must be lodged with the DELWP office responsible for the planning scheme in which the land affected by the application is located. To obtain the address details for the relevant DELWP office, go to the department's Planning Contacts page at planning.vic.gov.au/contact-us

Approval from other authorities: In addition to obtaining a planning permit, approvals or exemptions may be required from other authorities or council departments. Depending on the nature of your proposal, these may include food or health registrations, building permits or approvals from water and other service authorities.

EXAMPLE



This copied document to be 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

Applicant and Owner Details																																																																						
Provide details of the applicant and the owner of the land.																																																																						
Applicant * The person who wants the permit.	<table border="1"><tr><td colspan="3">Name:</td></tr><tr><td>Title: MR</td><td>First Name: LEN</td><td>Surname: BROWNING</td></tr><tr><td colspan="3">Organisation (if applicable): RESPONSIBLE DEVELOPERS PTY LTD</td></tr><tr><td colspan="3">Postal Address: <small>If it is a P.O. Box, enter the details here.</small></td></tr><tr><td>Unit No.: 4</td><td>St. No.: 12</td><td>St. Name: ARDOUR LANE</td></tr><tr><td>Suburb/Locality: WYCHEPROOF</td><td>State: VIC</td><td>Postcode: 3527</td></tr><tr><td colspan="3">Contact information for applicant OR contact person below</td></tr><tr><td>Business phone: 9123 4567</td><td colspan="2">Email: tcpl@bigpond.net.au</td></tr><tr><td>Mobile phone: 0412 345 678</td><td colspan="2">Fax: 9123 4567</td></tr><tr><td colspan="3">Contact person's details* <small>Same as applicant <input type="checkbox"/></small></td></tr><tr><td>Title: MR</td><td>First Name: ANDREW</td><td>Surname: HODGE</td></tr><tr><td colspan="3">Organisation (if applicable): TOWN PLANNING CONSULTANTS</td></tr><tr><td colspan="3">Postal Address: <small>If it is a P.O. Box, enter the details here.</small></td></tr><tr><td>Unit No.:</td><td>St. No.:</td><td>St. Name: PO BOX 111</td></tr><tr><td>Suburb/Locality: PARKDALE</td><td>State: VIC</td><td>Postcode: 3194</td></tr><tr><td colspan="3">Owner * <small>Same as applicant <input checked="" type="checkbox"/></small></td></tr><tr><td colspan="3">Name:</td></tr><tr><td>Title:</td><td>First Name:</td><td>Surname:</td></tr><tr><td colspan="3">Organisation (if applicable):</td></tr><tr><td colspan="3">Postal Address: <small>If it is a P.O. Box, enter the details here.</small></td></tr><tr><td>Unit No.:</td><td>St. No.:</td><td>St. Name:</td></tr><tr><td>Suburb/Locality:</td><td>State:</td><td>Postcode:</td></tr><tr><td colspan="2">Owner's Signature (Optional):</td><td>Date: <small>day / month / year</small></td></tr></table>	Name:			Title: MR	First Name: LEN	Surname: BROWNING	Organisation (if applicable): RESPONSIBLE DEVELOPERS PTY LTD			Postal Address: <small>If it is a P.O. Box, enter the details here.</small>			Unit No.: 4	St. No.: 12	St. Name: ARDOUR LANE	Suburb/Locality: WYCHEPROOF	State: VIC	Postcode: 3527	Contact information for applicant OR contact person below			Business phone: 9123 4567	Email: tcpl@bigpond.net.au		Mobile phone: 0412 345 678	Fax: 9123 4567		Contact person's details* <small>Same as applicant <input type="checkbox"/></small>			Title: MR	First Name: ANDREW	Surname: HODGE	Organisation (if applicable): TOWN PLANNING CONSULTANTS			Postal Address: <small>If it is a P.O. Box, enter the details here.</small>			Unit No.:	St. No.:	St. Name: PO BOX 111	Suburb/Locality: PARKDALE	State: VIC	Postcode: 3194	Owner * <small>Same as applicant <input checked="" type="checkbox"/></small>			Name:			Title:	First Name:	Surname:	Organisation (if applicable):			Postal Address: <small>If it is a P.O. Box, enter the details here.</small>			Unit No.:	St. No.:	St. Name:	Suburb/Locality:	State:	Postcode:	Owner's Signature (Optional):		Date: <small>day / month / year</small>
Name:																																																																						
Title: MR	First Name: LEN	Surname: BROWNING																																																																				
Organisation (if applicable): RESPONSIBLE DEVELOPERS PTY LTD																																																																						
Postal Address: <small>If it is a P.O. Box, enter the details here.</small>																																																																						
Unit No.: 4	St. No.: 12	St. Name: ARDOUR LANE																																																																				
Suburb/Locality: WYCHEPROOF	State: VIC	Postcode: 3527																																																																				
Contact information for applicant OR contact person below																																																																						
Business phone: 9123 4567	Email: tcpl@bigpond.net.au																																																																					
Mobile phone: 0412 345 678	Fax: 9123 4567																																																																					
Contact person's details* <small>Same as applicant <input type="checkbox"/></small>																																																																						
Title: MR	First Name: ANDREW	Surname: HODGE																																																																				
Organisation (if applicable): TOWN PLANNING CONSULTANTS																																																																						
Postal Address: <small>If it is a P.O. Box, enter the details here.</small>																																																																						
Unit No.:	St. No.:	St. Name: PO BOX 111																																																																				
Suburb/Locality: PARKDALE	State: VIC	Postcode: 3194																																																																				
Owner * <small>Same as applicant <input checked="" type="checkbox"/></small>																																																																						
Name:																																																																						
Title:	First Name:	Surname:																																																																				
Organisation (if applicable):																																																																						
Postal Address: <small>If it is a P.O. Box, enter the details here.</small>																																																																						
Unit No.:	St. No.:	St. Name:																																																																				
Suburb/Locality:	State:	Postcode:																																																																				
Owner's Signature (Optional):		Date: <small>day / month / year</small>																																																																				
<i>Please provide at least one contact phone number *</i>																																																																						
<i>Where the preferred contact person for the application is different from the applicant, provide the details of that person.</i>																																																																						
<i>The person or organisation who owns the land</i>																																																																						
<i>Where the owner is different from the applicant, provide the details of that person or organisation.</i>																																																																						

ADVERTISED PLAN

8.2 Certificate of title

This copied document to be 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
PLAN**

This copied document to be made available
for the sole purpose of enabling
its consideration and review as
part of a planning process under the
Missions and Environment Act 1987.
The Name of this State be used for any
purpose which may breach any
copyright

Copyright 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) or pursuant to a written agreement of Victoria, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 shall warrant the accuracy or completeness of the information in this publication and any person using or relying upon such information does so on the basis that the State of Victoria, LANDATA REGD TM System, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information.

**ADVERTISED
PLAN**

REGISTRATION CONFIRMATION STATEMENT

Produced: 22/09/2020 11:31:18 AM

VOLUME 12140 FOLIO 330

ALPINE LEASE

LAND DESCRIPTION

Crown Allotment 2039 Parish of Changue East.
Created by instrument AS392715M 30/07/2019

REGISTERED PROPRIETOR

Estate Leasehold
EXPIRY DATE 31/10/2068
Sole Proprietor
KOOROORA MT BULLER LTD of 344 MANSFIELD STREET THORBURY VIC 3071
AS392715M 30/07/2019

ENCUMBRANCES, CAVEATS AND NOTICES

Any crown lease reservations exceptions conditions limitations and powers noted on the plan or imaged folio set out under DIAGRAM LOCATION below. For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

SUB-LEASE as to part AS433679P 13/08/2019
Expiry Date 30/10/2068
PARCEL ID C13
GILLIAN CROSBY

SUB-LEASE as to part AS437487C 14/08/2019
Expiry Date 30/10/2068
PARCEL ID C19

DTF LEGAL PTY LTD

SUB-LEASE as to part AS437505D 14/08/2019
Expiry Date 30/10/2068
PARCEL ID C1
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AS437512G 14/08/2019
Expiry Date 30/10/2068
PARCEL ID C2
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AS437708N 14/08/2019
Expiry Date 30/10/2068
PARCEL ID RB1
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AS437748A 14/08/2019
Expiry Date 30/10/2068
PARCEL ID RG1
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AS437809G 14/08/2019
Expiry Date 30/10/2068
PARCEL ID C5
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AS437817H 14/08/2019
Expiry Date 30/10/2025
PARCEL ID C6
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AS437824L 14/08/2019
Expiry Date 30/10/2068
PARCEL ID C7
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AS437832M 14/08/2019
Expiry Date 30/10/2068
PARCEL ID C25
GREGORY JOHN SARGENT
CARMEN VAN DER VLUGT
TRANSFER OF SUB-LEASE AT440888F 20/07/2020

SUB-LEASE as to part AS437909C 14/08/2019
Expiry Date 30/10/2068
PARCEL ID C26
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AS437922L 14/08/2019
Expiry Date 30/10/2068
PARCEL ID C46
KOOROORA HOLDINGS PTY LTD

**This copied document to be 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
PLAN**

SUB-LEASE as to part AS437954W 14/08/2019
Expiry Date 30/10/2068
PARCEL ID C49
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AS437968K 14/08/2019
Expiry Date 30/10/2068
PARCEL ID C50
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AS438030V 14/08/2019
Expiry Date 30/10/2068
PARCEL ID C3
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AS438038D 14/08/2019
Expiry Date 30/10/2068
PARCEL ID C4
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AS438052K 14/08/2019
Expiry Date 30/10/2068
PARCEL ID RG2
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AS446335B 16/08/2019
Expiry Date 30/10/2068
PARCEL ID C31
S & G LOWNDES PTY LTD

SUB-LEASE as to part AS450165B 19/08/2019
Expiry Date 30/10/2068
PARCEL ID C29
MICHAEL CRAIG LENTON
JUDITH MARGARET LENTON

SUB-LEASE as to part AS450222R 19/08/2019
Expiry Date 30/10/2068
PARCEL ID C9
G.P.A. TECHNOLOGY PTY LTD

SUB-LEASE as to part AS450223P 19/08/2019
Expiry Date 30/10/2068
PARCEL ID C22
BUNKY INVESTMENTS PTY LTD

SUB-LEASE as to part AS450224M 19/08/2019
Expiry Date 30/10/2068
PARCEL ID C10
T ROWE INVESTMENTS PTY LTD
TRANSFER OF SUB-LEASE AT454253Y 24/07/2020

SUB-LEASE as to part AS450225K 19/08/2019
Expiry Date 30/10/2068

This copied document to be 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
PLAN**

PARCEL ID C20
TEAM B INVESTMENTS PTY LTD

SUB-LEASE as to part AS450226H 19/08/2019
Expiry Date 30/10/2068
PARCEL ID C21
TEAM B INVESTMENTS PTY LTD

SUB-LEASE as to part AS453225T 19/08/2019
Expiry Date 30/10/2068
PARCEL ID C51
SANCHIA MAIE HOVEY

SUB-LEASE as to part AS465841C 23/08/2019
Expiry Date 30/10/2068
PARCEL ID C32
DAVID AARON CHARLES PENDER

SUB-LEASE as to part AS465853U 23/08/2019
Expiry Date 30/10/2068
PARCEL ID C44
BOULLIER PTY LTD
TRANSFER OF SUB-LEASE AS681265G 06/11/2019

SUB-LEASE as to part AS507182N 06/09/2019
Expiry Date 30/10/2068
PARCEL ID S1
IRKUTSK PTY LTD

SUB-LEASE as to part AS507183L 06/09/2019
Expiry Date 30/10/2068
PARCEL ID C34
IRKUTSK PTY LTD

SUB-LEASE as to part AS510680C 06/09/2019
Expiry Date 30/10/2068
PARCEL ID C42
FERRARO PROPERTY HOLDINGS 8 PTY LTD
TRANSFER OF SUB-LEASE AT023762G 26/02/2020

SUB-LEASE as to part AS511744W 09/09/2019
Expiry Date 30/10/2068
PARCEL ID C30
ADAM LUIGI GROLLO

SUB-LEASE as to part AS522861F 12/09/2019
Expiry Date 30/10/2068
PARCEL ID C8
STUART CAMPBELL

SUB-LEASE as to part AS563888C 26/09/2019
Expiry Date 30/10/2068
PARCEL ID S10
MG LETTIERI INVESTMENTS PTY LTD

This copied document to be 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
PLAN**

SUB-LEASE as to part AS563889A 26/09/2019
Expiry Date 30/10/2068
PARCEL ID C15
MG LETTIERI INVESTMENTS PTY LTD

SUB-LEASE as to part AS563890R 26/09/2019
Expiry Date 30/10/2068
PARCEL ID C16
MG LETTIERI INVESTMENTS PTY LTD

SUB-LEASE as to part AS563891P 26/09/2019
Expiry Date 30/10/2068
PARCEL ID C17
MG LETTIERI INVESTMENTS PTY LTD

SUB-LEASE as to part AS563892M 26/09/2019
Expiry Date 30/10/2068
PARCEL ID C18
MG LETTIERI INVESTMENTS PTY LTD

SUB-LEASE as to part AS565422R 26/09/2019
Expiry Date 30/10/2068
PARCEL ID C12
BUTTERCUP ESTATE PTY LTD

SUB-LEASE as to part AS570760Q 30/09/2019
Expiry Date 30/10/2068
PARCEL ID S9
IAN BLUNDELL

SUB-LEASE as to part AS570761N 30/09/2019
Expiry Date 30/10/2068
PARCEL ID C14
IAN BLUNDELL

SUB-LEASE as to part AS643866T 23/10/2019
Expiry Date 30/10/2068
PARCEL ID C24
BROOKLINE PTY LTD

SUB-LEASE as to part AS673611K 01/11/2019
Expiry Date 30/10/2068
PARCEL ID C43
ANITRA NAOMI ROBERTSON

SUB-LEASE as to part AT427585A 14/07/2020
Expiry Date 30/10/2068
PARCEL ID 206
DTF LEGAL PTY LTD

SUB-LEASE as to part AT440889D 20/07/2020
Expiry Date 30/10/2068
PARCEL ID 201A

**This copied document to be 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
PLAN**

GREGORY JOH SARGENT
CARMEN VAN DER VLUGT

SUB-LEASE as to part AT453609Q 23/07/2020
Expiry Date 30/10/2068
PARCEL ID 202
SCOTT PHILLIPS

SUB-LEASE as to part AT453705U 23/07/2020
Expiry Date 30/10/2068
PARCEL ID C33
SCOTT PHILLIPS

SUB-LEASE as to part AT453740S 23/07/2020
Expiry Date 30/10/2068
PARCEL ID S6
SCOTT PHILLIPS

SUB-LEASE as to part AT453743L 23/07/2020
Expiry Date 30/10/2068
PARCEL ID 205
CHAN KEONG TANG

SUB-LEASE as to part AT453763E 23/07/2020
Expiry Date 30/10/2068
PARCEL ID C35
CHAN KEONG TANG

SUB-LEASE as to part AT453788M 23/07/2020
Expiry Date 30/10/2068
PARCEL ID S3
CHAN KEONG TANG

SUB-LEASE as to part AT453823N 23/07/2020
Expiry Date 30/10/2068
PARCEL ID C28
BETH LOUISE DECARNE

SUB-LEASE as to part AT453832M 23/07/2020
Expiry Date 30/10/2068
PARCEL ID S4
BETH LOUISE DECARNE

SUB-LEASE as to part AT453859Q 23/07/2020
Expiry Date 30/10/2068
PARCEL ID 209
MATCHA INVESTMENTS PTY LTD

SUB-LEASE as to part AT454166T 24/07/2020
Expiry Date 30/10/2068
PARCEL ID C23
MATCHA INVESTMENTS PTY LTD

SUB-LEASE as to part AT454211R 24/07/2020

This copied document to be 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
PLAN**

Expiry Date 30/10/2068
PARCEL ID S11
MATCHA INVESTMENTS PTY LTD

SUB-LEASE as to part AT454226C 24/07/2020
Expiry Date 30/10/2068
PARCEL ID 303
BETH LOUISE DECARNE
RICK JOSEPH DECARNE

SUB-LEASE as to part AT454240J 24/07/2020
Expiry Date 30/10/2068
PARCEL ID 304
BETH LOUISE DECARNE
RICK JOSEPH DECARNE

SUB-LEASE as to part AT463261Y 28/07/2020
Expiry Date 30/10/2068
PARCEL ID 306
IAN BLUNDELL

SUB-LEASE as to part AT497264B 07/08/2020
Expiry Date 30/10/2068
PARCEL ID 309
STUART CAMPBELL

SUB-LEASE as to part AT466514E 29/07/2020
Expiry Date 30/10/2068
PARCEL ID 207
ADRIAN ALBERT
CHANTEL MAREE ALBERT

SUB-LEASE as to part AT466515C 29/07/2020
Expiry Date 30/10/2068
PARCEL ID 208
ADRIAN ALBERT
CHANTEL MAREE ALBERT

SUB-LEASE as to part AT466516A 29/07/2020
Expiry Date 30/10/2068
PARCEL ID C11
ADRIAN ALBERT
CHANTEL MAREE ALBERT

SUB-LEASE as to part AT466517X 29/07/2020
Expiry Date 30/10/2068
PARCEL ID S12
ADRIAN ALBERT
CHANTEL MAREE ALBERT

SUB-LEASE as to part AT535574C 21/08/2020
Expiry Date 30/10/2068
PARCEL ID 103
MG LETTIERI INVESTMENTS PTY LTD

This copied document to be 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
PLAN**

SUB-LEASE as to part AT538816N 24/08/2020
Expiry Date 30/10/2068
PARCEL ID 203
GLENN WILLIAM TILLING

MORTGAGE AT538853G 24/08/2020
WESTPAC BANKING CORPORATION

SUB-LEASE as to part AT538918E 24/08/2020
Expiry Date 30/10/2068
PARCEL ID 104
MG LETTIERI INVESTMENTS PTY LTD

SUB-LEASE as to part AT539353X 24/08/2020
Expiry Date 30/10/2068
PARCEL ID 101
MG LETTIERI INVESTMENTS PTY LTD

SUB-LEASE as to part AT539956Q 24/08/2020
Expiry Date 30/10/2068
PARCEL ID 101A
MG LETTIERI INVESTMENTS PTY LTD

SUB-LEASE as to part AT540285F 24/08/2020
Expiry Date 30/10/2068
PARCEL ID 102
MG LETTIERI INVESTMENTS PTY LTD

SUB-LEASE as to part AT549345Q 26/08/2020
Expiry Date 30/10/2068
PARCEL ID 205A
BENJAMIN BARDAS

SUB-LEASE as to part AT607716K 16/09/2020
Expiry Date 30/10/2068
PARCEL ID C27
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AT607763A 16/09/2020
Expiry Date 30/10/2068
PARCEL ID C36
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AT607804N 16/09/2020
Expiry Date 30/10/2068
PARCEL ID C38
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AT607818B 16/09/2020
Expiry Date 30/10/2068
PARCEL ID C39
KOOROORA HOLDINGS PTY LTD

This copied document to be 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
PLAN**

SUB-LEASE as to part AT607836Y 16/09/2020
Expiry Date 30/10/2068
PARCEL ID C40
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AT607887F 16/09/2020
Expiry Date 30/10/2068
PARCEL ID C41
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AT607897C 16/09/2020
Expiry Date 30/10/2068
PARCEL ID C45
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AT607927V 16/09/2020
Expiry Date 30/10/2068
PARCEL ID C47
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AT607950B 16/09/2020
Expiry Date 30/10/2068
PARCEL ID C48
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AT607972Q 16/09/2020
Expiry Date 30/10/2068
PARCEL ID S5
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AT607982M 16/09/2020
Expiry Date 30/10/2068
PARCEL ID S8
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AT607996A 16/09/2020
Expiry Date 30/10/2068
PARCEL ID S13
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AT608020U 16/09/2020
Expiry Date 30/10/2068
PARCEL ID S14
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AT608093Q 16/09/2020
Expiry Date 30/10/2068
PARCEL ID S15
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AT608120Q 16/09/2020
Expiry Date 30/10/2068
PARCEL ID S16
KOOROORA HOLDINGS PTY LTD

**This copied document to be 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
PLAN**

SUB-LEASE as to part AT608213H 16/09/2020
Expiry Date 30/10/2068
PARCEL ID S17
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AT608229R 16/09/2020
Expiry Date 30/10/2068
PARCEL ID S18
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AT608261V 16/09/2020
Expiry Date 30/10/2068
PARCEL ID 201
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AT608320G 16/09/2020
Expiry Date 30/10/2068
PARCEL ID 301
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AT608417Q 16/09/2020
Expiry Date 30/10/2068
PARCEL ID 305
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AT608428K 16/09/2020
Expiry Date 30/10/2068
PARCEL ID 307
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AT608454J 16/09/2020
Expiry Date 30/10/2068
PARCEL ID 308
KOOROORA HOLDINGS PTY LTD

SUB-LEASE as to part AT608468W 16/09/2020
Expiry Date 30/10/2068
PARCEL ID 401
KOOROORA HOLDINGS PTY LTD

DIAGRAM LOCATION

SEE TP967973A FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AT023762G	TRANSFER OF SUB-LEASE	Registered	15/06/2020
AT342699F	AMEND pCT TO eCT	Registered	17/06/2020
AT376261J (E)	NOMINATION TO PAPER INST.	Completed	26/06/2020
AT427585A	SUB-LEASE	Registered	27/07/2020
AT440888F	TRANSFER OF SUB-LEASE	Registered	27/07/2020

This copied document to be 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
PLAN**

AT440889D	SUB-LEASE	Registered	27/07/2020
AT454253Y	TRANSFER OF SUB-LEASE	Registered	27/07/2020
AT453609Q	SUB-LEASE	Registered	27/07/2020
AT453705U	SUB-LEASE	Registered	27/07/2020
AT453740S	SUB-LEASE	Registered	27/07/2020
AT453743L	SUB-LEASE	Registered	27/07/2020
AT453763E	SUB-LEASE	Registered	27/07/2020
AT453788M	SUB-LEASE	Registered	27/07/2020
AT453823N	SUB-LEASE	Registered	27/07/2020
AT453832M	SUB-LEASE	Registered	27/07/2020
AT453859Q	SUB-LEASE	Registered	27/07/2020
AT454166T	SUB-LEASE	Registered	27/07/2020
AT454211R	SUB-LEASE	Registered	27/07/2020
AT454226C	SUB-LEASE	Registered	27/07/2020
AT454240J	SUB-LEASE	Registered	27/07/2020
AT462761H (E)	NOMINATION TO PAPER INST.	Completed	27/07/2020
AT463261Y	SUB-LEASE	Registered	03/08/2020
AT497264B	SUB-LEASE	Registered	11/08/2020
AT466514E	SUB-LEASE	Registered	11/08/2020
AT466515C	SUB-LEASE	Registered	11/08/2020
AT466516A	SUB-LEASE	Registered	11/08/2020
AT466517X	SUB-LEASE	Registered	11/08/2020
AT531268G	AMEND eCT CONTROL PARTY	Registered	20/08/2020
AT533279Q (E)	NOMINATION TO PAPER INST.	Completed	20/08/2020
AT535574C	SUB-LEASE	Registered	21/08/2020
AT538793X	AMEND eCT TO pCT	Registered	24/08/2020
AT538816N	SUB-LEASE	Registered	24/08/2020
AT538853G	MORTGAGE	Registered	24/08/2020
AT538918E	SUB-LEASE	Registered	25/08/2020
AT539353X	SUB-LEASE	Registered	25/08/2020
AT539956Q	SUB-LEASE	Registered	25/08/2020
AT540285F	SUB-LEASE	Registered	25/08/2020
AT545895Y	RECTIFY ALPINE SUB-LEASE	Registered	25/08/2020
AT546589B (E)	NOMINATION TO PAPER INST.	Completed	26/08/2020
AT549345Q	SUB-LEASE	Registered	01/09/2020
AT568416L	RECTIFY LEASE	Registered	02/09/2020
AT603337Q (E)	NOMINATION TO PAPER INST.	Completed	14/09/2020
AT607716K	SUB-LEASE	Registered	22/09/2020
AT607763A	SUB-LEASE	Registered	22/09/2020
AT607804N	SUB-LEASE	Registered	22/09/2020
AT607818B	SUB-LEASE	Registered	22/09/2020
AT607836Y	SUB-LEASE	Registered	22/09/2020
AT607887F	SUB-LEASE	Registered	22/09/2020
AT607897C	SUB-LEASE	Registered	22/09/2020
AT607927V	SUB-LEASE	Registered	22/09/2020
AT607950B	SUB-LEASE	Registered	22/09/2020
AT607972Q	SUB-LEASE	Registered	22/09/2020
AT607982M	SUB-LEASE	Registered	22/09/2020
AT607996A	SUB-LEASE	Registered	22/09/2020
AT608020U	SUB-LEASE	Registered	22/09/2020
AT608093Q	SUB-LEASE	Registered	22/09/2020
AT608120Q	SUB-LEASE	Registered	22/09/2020
AT608213H	SUB-LEASE	Registered	22/09/2020
AT608229R	SUB-LEASE	Registered	22/09/2020

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

ADVERTISED
PLAN

AT608261V SUB-LEASE Registered
AT608320G SUB-LEASE Registered
AT608417Q SUB-LEASE Registered
AT608428K SUB-LEASE Registered
AT608454J SUB-LEASE Registered
AT608468W SUB-LEASE Registered

22/09/2020
22/09/2020
22/09/2020
22/09/2020
22/09/2020
22/09/2020
22/09/2020
This copied document to be made available for the sole purpose of enabling its consideration and review as part of the planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright

Additional information:

OTHER TITLES WITH INTERESTS AFFECTING THIS LAND
12140/214

ADMINISTRATIVE NOTICES

NIL

eCT Control 21590E WHITELAW FLYNN LAWYERS PTY LTD
Effective from 22/09/2020

**ADVERTISED
PLAN**

DOCUMENT END

Lodgement No: 5868130
Email: OCARDILINI@WFLAWYERS.COM.AU
Customer Code: 21590E
Customer Name: WHITELAW FLYNN LAWYERS PTY LTD

LAND USE VICTORIA, 2 Lonsdale Street Melbourne Victoria 3000
GPO Box 527 Melbourne VIC 3001, DX 250639
Telephone: (03) 9194 0601 Facsimile 9194 0616
ABN 90 719 052 204



Volume 11933 Folio 700

124069204036A

Produced 22/11/2017

This copied document to be 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 -- VICTORIA

Under the Transfer of Land Act 1958

I certify that the registered proprietor is the proprietor of the estate and interest in the land subject to the encumbrances, caveats and notices described

ADVERTISED PLAN



REGISTRAR OF TITLES

ALPINE LEASE

LAND DESCRIPTION

Crown Allotments 3,4 and 5 Section A Parish of Changue East. Created by instrument AQ468782S 21/11/2017

REGISTERED PROPRIETOR

Estate Leasehold
EXPIRY DATE 31/10/2022
Sole Proprietor
KOOOROORA HOLDINGS PTY LTD of SOUTH TOWER LEVEL 4 525 COLLINS STREET
MELBOURNE VIC 3000
AQ468782S 21/11/2017

ENCUMBRANCES, CAVEATS AND NOTICES

Any crown lease reservations exceptions conditions limitations and powers noted on the plan or imaged folio set out under DIAGRAM LOCATION below. For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP964522C FOR FURTHER DETAILS AND BOUNDARIES

END OF CERTIFICATE



THIS CERTIFICATE CONTAINS INFORMATION CORRECT AT THE TIME OF PRINTING. CURRENT INFORMATION SHOULD BE OBTAINED BY A SEARCH OF THE REGISTER.



EDITION 1		TITLE PLAN		TP964522C
Location of Land Parish: CHANGUE EAST Section: A Crown Allotment: 3, 4 & 5			LEASE UNDER ALPINE RESORTS (MANAGEMENT) ACT 1997	
<p style="text-align: center;">Easement Information</p> <p>E - Encumbering Easement R - Encumbering Easement (ROAD) A - Appurtenant Easement</p>				
Notations This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purposes which may breach any relation	<p style="text-align: center;">THIS PLAN HAS BEEN PREPARED BY <small>INVESTMENT AND BUSINESS SERVICES</small> FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT.</p>			
ADVERTISED PLAN	<p>COMPILED: 22/11/2017 VERIFIED: AJC Assistant Registrar of Titles</p>			
Easement Reference	Purpose / Authority	Width (Metres)	Origin	Land benefitted / In favour of
SEE PLAN ATTACHED TO ALPINE LEASE PAGES				
LENGTHS ARE IN METRES	NOT TO SCALE	SHEET SIZE A3	DEALING No.: AQ468782S	
Sheet 1 of 43 Sheets				

TP964522C

\$0
This copied document to be 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

**MOUNT BULLER AND MOUNT STIRLING
ALPINE RESORT MANAGEMENT BOARD**

**ADVERTISED
PLAN**

AND

**KOOROORA HOLDINGS PTY LTD
(ACN 111 268 752)**

**LEASE UNDER ALPINE RESORTS
(MANAGEMENT) ACT 1997**

**Land: Crown Allotment 3 – 5, Kooroora Hotel,
Mount Buller Alpine Resort**



This copied document to be 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

CONTENTS

1	PART 1 – DEFINITIONS AND INTERPRETATION.....	
	1.1 Definitions	
	1.2 Interpretation.....	
2	PART 2 - EXCLUSION OF STATUTORY PROVISIONS.....	6
	2.1 Moratorium	6
	2.2 Exclusion of Statutory Provisions	6
3	PART 3 - LEASE OF LAND	6
	3.1 Lease of Land for Term	6
	3.2 Landlord’s Reservations	6
	3.3 Other Reservations.....	7
	3.4 Landlord’s Exercise of Rights	7
	3.5 Ownership of Tenant’s Improvements	7
4	PART 4 - RENT	7
	4.1 Tenant to pay Rent.....	7
	4.2 Apportionment of Rent	7
	4.3 Review of Rent	8
5	PART 5 - RATES AND TAXES, GST AND OTHER CHARGES	8
	5.1 Tenant to pay Rates and Taxes	8
	5.2 Tenant to Produce Receipts	8
	5.3 Pro-rata apportionment	8
	5.4 Goods and Services Tax	8
	5.5 Service Charge.....	8
	5.6 Headworks Charge.....	8
6	PART 6 - COST OF SERVICES.....	9
7	PART 7 - COSTS	9
8	PART 8 - INTEREST	9
	8.1 Payment	9
	8.2 Calculation	9
	8.3 No Prejudice	9
9	PART 9 - USE OF PREMISES	9
	9.1 Tenant's Permitted Use and negative covenants.....	9
	9.2 Tenant's positive covenants	10
	9.3 No warranty as to use	12
	9.4 Cost of alteration.....	12
10	PART 10 - COMPLIANCE WITH LAWS AND REQUIREMENTS.....	12
	10.1 Compliance with Laws	12
	10.2 Landlord may comply with Laws if Tenant defaults.....	12
11	PART 11 - MAINTENANCE REPAIRS ALTERATIONS AND ADDITIONS	12
	11.1 General Repairing Obligation.....	12
	11.2 Specific repairing obligations	13

ADVERTISED PLAN



This copied document to be 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.

11.3	Landlord's right of inspection	13
11.4	Enforcement of repairing obligations	13
11.5	Landlord may enter to repair	13
11.6	Works to Premises	13
11.7	Notice to Landlord of damage, accident etc	14
11.8	Geotechnical Faults	14
12	LANDLORD TO PREPARE BUILDING STANDARDS REPORT	15
12.1	Building Standards Report	15
12.2	Tenant's objections	15
13	PART 13 - ASSIGNMENT AND SUBLETTING	15
13.1	No disposal of Tenant's interest	15
13.2	Landlord's consent to assignment	15
13.3	Landlord's consent to sub-lease	16
13.4	Transfer of Sub-Lease	17
13.5	Deemed assignment on change of shareholding	17
13.6	Acceptance of Rent by Landlord	17
13.7	S.144 excluded	17
14	PART 14 - INSURANCE AND INDEMNITIES	17
14.1	Insurances to be taken out by Tenant	17
14.2	Tenant's insurance obligations	17
14.3	Non-vitiating of policies	18
14.4	Exclusion of Landlord's liability	18
14.5	Indemnities	19
15	PART 15 - DAMAGE AND DESTRUCTION	19
15.1	Tenant to reinstate or remove Tenant's Improvements on destruction	19
15.2	Rent and Rates and Taxes	20
16	PART 16 - LANDLORD'S COVENANT	20
17	PART 17 - TERMINATION AND DEFAULT	20
17.1	Events of Default	20
17.2	Forfeiture of Lease	21
17.3	Re-entry	21
17.4	Landlord may rectify	21
17.5	Waiver	21
17.6	Tender after determination	22
17.7	Essential terms	22
17.8	Damages for Breach	22
17.9	Repudiation by Tenant	22
17.10	Acts by the Landlord not to constitute forfeiture	23
17.11	Mitigation	23
18	PART 18 - MISCELLANEOUS	23
18.1	Notices	23
18.2	Overholding	24
18.3	Set-Off	24
18.4	Easements	24
18.5	Guarantee	25
18.6	Waiver	25

**ADVERTISED
PLAN**



This copied document to be 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.

19 PART 19 - TENANT'S RIGHT TO NEGOTIATE..... 25

19.1 Tenant may give notice..... 25

19.2 Information from Landlord..... 25

19.3 Tenant's Proposal..... 26

19.4 Negotiations..... 27

19.5 No endorsement..... 27

20 PART 20 - SURRENDER OF LEASE..... 27

20.1 Landlord may give notice of requirement to surrender..... 27

20.2 Failure to comply..... 28

20.3 Compensation..... 28

21 PART 21 - DETERMINATION OF TERM..... 28

21.1 Tenant to yield up..... 28

21.2 Tenant to continue pay rent etc..... 28

21.3 Tenant not to cause damage..... 28

21.4 Failure by Tenant to remove the Tenant's Improvements..... 28

21.5 Tenant to indemnify and pay Landlord's Costs..... 29

21.6 Earlier breaches..... 29

22 PART 22 - DISPUTE RESOLUTION..... 29

22.1 Dispute notice..... 29

22.2 Dispute resolution mechanism..... 29

22.3 Expert resolution..... 29

22.4 Parties co-operation..... 30

22.5 Costs of expert..... 30

ADVERTISED PLAN

SCHEDULE 1

SCHEDULE 2 - RENT REVIEW

SCHEDULE 3 - FURTHER OBLIGATIONS



This copied document to be 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.

THIS LEASE is made on 24th May

BETWEEN MOUNT BULLER AND MOUNT STIRLING ALPINE RESORT MANAGEMENT BOARD whose name and address appears in Item 1 (Landlord)

AND KOOROORA HOLDINGS PTY LTD (ACN 111 268 752) whose name and address appears in Item 2 (Tenant)

RECITALS

- A The Land is reserved pursuant to Section 4 of the Crown Land (Reserves) Act 1978.
- B Pursuant to the Alpine Resorts (Management) Act 1997 the Landlord is appointed as the Committee of Management of the Land and has power to enter into this Lease pursuant to the Alpine Resorts (Management) Act 1997 subject to the approval in writing of the Minister.
- C The Landlord has agreed to lease the Land to the Tenant pursuant to the Alpine Resorts (Management) Act 1997 subject to the conditions, covenants, reservations, restrictions and exceptions and at the Rent set out in this Lease.

OPERATIVE PROVISIONS

1 PART 1 – DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document:

Act means the Alpine Resorts (Management) Act 1997;

Alpine Resort means the alpine resort named in Item 3;

Authority includes any government, local government, statutory, public or other Person, authority, instrumentality or body having jurisdiction over the Land, the Premises or any part of it or anything in relation to it;

Building Standards Report means the report to be prepared by the Landlord under Clause 12 specifying whether the Premises meet the Standards of Occupancy;

Business Day means any day (except a Saturday, Sunday or public holiday) on which banks are open for business in Melbourne, Victoria;

Claim includes any claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding and right of action;

Clause means a clause of this Lease; ("sub-clause" has a similar meaning); a reference to a Clause followed by a number refers to the relevant Clause in this Lease;

Commencement Date means the date set out in Item 5;

Cost includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatever;



This copied document to be 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

CPI Review means a review in accordance with Part B of Schedule 2;

Crown means the Crown in right of the State of Victoria;

Default Rate means the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983; if that rate ceases to be published then it means any rate substituted in its place;

Further Obligations means any obligations set out in Schedule 3;

Further Term means the further term or terms set out in Item 9;

General Repairing Obligation means the obligation set out in Clause 11.1;

GST means any consumption, goods and services or value added tax, by whatever name called, imposed, levied or collected by any Federal or State Government which operates at any time or times during the Term or any renewal or overholding of the Lease including, without limitation, GST as defined in the GST Act and any replacement tax;

GST Act means A New System (Goods and Services Tax) Act 1999;

Hazardous Materials includes any substance, material, thing, component or element which is hazardous, a contaminant or a pollutant to persons or property;

Headworks Charge means the charge levied by the Landlord for the installation of any of the Landlord's Services or for the installation of any other works, services or infrastructure for the benefit of the Premises or the Alpine Resort including capital payments and development levies and being the amount set out in Item 13;

Insured Sum means the amount set out in Item 12;

Item means the relevant item in Schedule 1 to this Lease;

Land means the land described in Item 4 to a depth of 15 metres below the surface and all rights, easements and appurtenances usually and normally enjoyed with that land but does not include the Landlord's Services located on the Land;

Landlord means the Landlord named in this Lease and includes the person entitled, from time to time, to the reversion interest in the Land.

Landlord's Agents means the employees, contractors, agents and any other Person appointed from time to time by the Landlord as agent of the Landlord;

Landlord's Services means all Services installed on the Land by the Landlord other than the Tenant's Services;

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or local law, present or future, and whether State, Federal or otherwise;

Market Review means a review in accordance with Part A of Schedule 2;

Minister means the Minister having responsibility for the administration of the Act or such other Minister of the Crown or Authority to whom responsibility for this Lease may at any time be given;



This copied document to be 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

Name and Notice Address means the name and address in Item 11 as it may be changed from time to time;

Negotiation Notice means the notice given by the Tenant under Clause 19.1;

Notice means any written notice or other written communication;

Party means a party to this Lease and includes any Guarantor;

Permitted Use means the permitted use of the Land set out in Item 8;

Person includes any Corporation and vice versa;

Premises means the Land and the Tenant's Improvements;

Rates and Taxes means all existing and future rates (including any special rates or levies) taxes, duties, charges, assessments, impositions and outgoings whatsoever now or at any time properly imposed, charged or assessed on or against the Land or the Landlord or the Tenant or payable by the owner or occupier of the Land;

Rent means the annual Rent set out in Item 7 as reviewed under Clause 4.3;

Requirement includes any lawful Notice, order or direction received from or given by any Authority or pursuant to any Law, in writing or otherwise, and notwithstanding to whom such Requirement is addressed or directed but if not addressed to the Tenant then the Tenant must be given a copy;

Review Date means the date or dates set out in Item 10;

Services means all services available to the Resort including, without limitation, gas, electricity, telephone and telecommunications, data transmission, water, sewerage and drainage;

Service Charge means an amount payable to the Landlord under the Act;

Snow Season has the same meaning as in the Alpine Resorts (Management) Regulations 1998;

Standard of Occupancy means a standard determined by the Landlord, acting reasonably, for the Tenant's Improvements taking into account, without limitation:

- (a) contemporary standards; and
- (b) the need for regular maintenance and upgrading of the exterior and interior of the Tenant's Improvements to meet visitor expectations;

Supply means the supply of any good, service or thing by either Party under this Lease;

Tenant means the Tenant named in this Lease and includes in the case of a:

- (a) Corporation the Tenant, its successors and permitted assigns;
- (b) natural Person the Tenant, his executors, administrators and permitted assigns;

**ADVERTISED
PLAN**



Tenant's Agents means each of the Tenant's employees, agents, contractors, invitees or others (whether with or without invitation), sublessees, licensees, franchisees and concessionaires or others (whether expressly or impliedly) who may at any time be in or upon the Land;

Tenant's Improvements means the Tenant's Services and all buildings, structures, fixtures, fittings, plant, equipment, partitions, signs or other material or articles and chattels of all kinds which are erected on the Land on the Commencement Date, (other than any signs erected by the Landlord) or are at any time erected or installed by the Tenant in or on the Land;

Tenant's Services means:

- (a) all Services installed on the Land by the Tenant; and
- (b) any other Services from the point of metering of those Services to the Premises;

Tenant's Proposal means the proposal to be given by the Tenant to the Landlord under Clause 19.3;

Term means the term of this Lease set out in Item 6 commencing from and including the Commencement Date;

this Lease or "the Lease" means this lease and includes all schedules, appendices, attachments, plans and specifications, annexures and exhibits to it; and

Works means the construction, alteration, addition, renovation, demolition, removal of or to the Premises;

1.2 Interpretation

- (a) The singular includes the plural and vice versa;
- (b) A gender includes all genders;
- (c) An obligation imposed by this Lease on more than one Person binds them jointly and severally;
- (d) Every covenant by the Tenant includes a covenant by the Tenant to procure compliance with the covenant by each of the Tenant's Agents;
- (e) A reference to legislation includes a modification or re-enactment of it, a legislative provision substituted for it or amendment of it and a regulation, rule or statutory instrument issued under it;
- (f) This Lease must be interpreted so that it complies with all Laws applicable in Victoria. Any provision must be read down so as to give it as much effect as possible. If it is not possible to give a provision any effect at all, then it must be severed from the rest of the Lease. If any provision or part of it cannot be so read down, such provision or part shall be deemed to be void and severable and the remaining provisions of this Lease shall not in any way be affected or impaired;

**ADVERTISED
PLAN**

This copied document to be 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.



This copied document to be 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

- (g) Unless otherwise stated, a provision of this Lease does not limit the effect of any other provision of this Lease. "Including" and similar expressions are not and must not be treated as words of limitation;
- (h) A reference to the Land, Premises or any thing includes the whole and each part of it;
- (i) The Landlord and the Tenant agree that:
- (i) the terms contained in this Lease constitute the whole of the agreement in respect of the Land and Premises between the Landlord and the Tenant and all previous negotiations and agreements are negated;
 - (ii) no further terms are to be implied or arise between the Landlord and the Tenant by way of collateral or other agreement made by or on behalf of the Landlord or by or on behalf of the Tenant on or before or after the execution of this Lease, and any implication or collateral or other agreement is excluded and negated;
 - (iii) no information, representation or warranty by the Landlord or the Landlord's agents was supplied or made with the intention or knowledge that it would be relied on by the Tenant in entering into this Lease; and
 - (iv) no information, representation or warranty has been relied on by the Tenant in entering into this Lease.
- (j) Headings and the index to this Lease are for guidance only and do not affect the interpretation of this Lease;
- (k) If a reference is made to any Person, body or Authority and that person, body or Authority has ceased to exist, then the reference is deemed to be a reference to the Person, body or Authority that then serves substantially the same or equivalent objects as the Person, body or Authority that has ceased to exist;
- (l) Reference to the President of a Person, body or Authority must, in the absence of a President, be read as a reference to the senior officer or equivalent employee for the time being of the Person, body or Authority or such other Person fulfilling the duties of President;
- (m) A reference to "writing" or "written" and any words of similar import include printing, typing, lithography and any other means of reproducing characters in tangible and visible form, including any communication effected through any electronic medium if such communication is subsequently capable of reproduction in tangible or visible form;
- (n) A reference to "Corporation" and any other words or expressions used or defined in the Corporations Act, unless the context otherwise requires, has the same meaning that is given to them in the Corporations Act;
- (o) This Lease is governed by Victorian law. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State and courts of appeal from them. Except as expressly agreed in writing by both Parties or for an action required at a federal level, each Party waives any right it has to object to an action being brought in any court outside Victoria including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction;

ADVERTISED PLAN



- (p) If the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, the day or last day for doing the thing or date on which the entitlement arises for the purposes of this Lease shall be the next Business Day.
- (q) Each provision of this Lease continues to have full force and effect until it is satisfied or completed;
- (r) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning; and
- (s) A reference to an agreement or a document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time except to the extent prohibited by this Lease.

This copied document to be 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
PLAN**

2 PART 2 - EXCLUSION OF STATUTORY PROVISIONS

2.1 Moratorium

To the extent permitted by law, the application to this Lease or to any Party of any Law or any Requirement or any moratorium having the effect of extending or reducing the Term, reducing or postponing the payment of Rent or any part of it or otherwise affecting the operation of the terms of this Lease or its application to any Party is excluded and negated.

2.2 Exclusion of Statutory Provisions

The covenants, powers and provisions implied in leases by virtue of the Transfer of Land Act 1958 are expressly negated.

3 PART 3 - LEASE OF LAND

3.1 Lease of Land for Term

The Landlord leases the Land to the Tenant for the Term.

3.2 Landlord's Reservations

The Landlord reserves the right for the Landlord and the Landlord's Agents to:

- (a) carry out any works that may be required to comply with any applicable Law or Requirement which are not the responsibility of the Tenant or which are the responsibility of the Tenant but with which the Tenant fails to comply;
- (b) enter the Land for the purposes of maintenance, use, repair or replacement of any Landlord's Services and to create any easement or other right over the Land for the Landlord's Services or any other thing as long as it does not adversely affect the Tenant's rights under this Lease;
- (c) enter the Land and the Premises for the purposes set out in this Clause; and
- (d) all water naturally on the Land including, in the case of any springs, soaks or underground streams, the banks and beds of such springs, soaks or underground stream.



This copied document to be 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

3.3 Other Reservations

This Lease is granted subject to the following reservations:

- (a) the reservation to the Crown of all gold and minerals within the meaning of the Mineral Resources Development Act 1990 and petroleum within the meaning of the Petroleum Act 1998, all of which are described as the "reserved minerals";
- (b) the reservation to the Crown of the rights of access for the purpose of searching for and obtaining the reserved minerals in any part of the Land;
- (c) the reservation to the Crown of the rights of access for any pipeline works and other purposes necessary for obtaining and conveying on and from the Land any of the reserved minerals obtained in any part of the Land; and
- (d) the right to resume the Land for mining purposes under Section 205 of the Land Act 1958.

ADVERTISED
PLAN

3.4 Landlord's Exercise of Rights

Except in an emergency, the Landlord must give the Tenant reasonable Notice of the Landlord's intended exercise of the rights set out in Clauses 3.2 and 3.3. The Landlord must only exercise the rights at reasonable times and must minimise interference to the Tenant when doing so.

3.5 Ownership of Tenant's Improvements

The Tenant owns the Tenant's Improvements which must be dealt with at the end of the Lease in accordance with Clause 21.

4 PART 4 - RENT

4.1 Tenant to pay Rent

The Tenant covenants to pay the Rent:

- (a) at the times and in the manner set out in Item 7 without demand by the Landlord;
- (b) without any abatement, deduction or right of set-off; and
- (c) to the Landlord at the address set out in this Lease or to any other address or in any other way the Landlord directs the Tenant by Notice.

4.2 Apportionment of Rent

If the Commencement Date is not the first day of a rent period, the first and last instalments of Rent will be apportioned on a pro-rata daily basis for the periods from:

- (a) the Commencement Date to the first day of the next rent period;
- (b) the first day of the last rent period of the Term until the date on which the Term expires.



This copied document to be 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

4.3 Review of Rent

The Rent will be reviewed on each Review Date in accordance with the method set out in Item 10 and in accordance with Schedule 2.

5 PART 5 - RATES AND TAXES, GST AND OTHER CHARGES

5.1 Tenant to pay Rates and Taxes

The Tenant must pay the Rates and Taxes:

- (a) to the assessing Authority on time if assessed directly against the Tenant or the Land and/or the Tenant's Improvements; but otherwise
- (b) to the Landlord by the due date for payment if the Landlord must pay the Rates and Taxes.

5.2 Tenant to Produce Receipts

If required by the Landlord the Tenant must produce receipts to the Landlord evidencing payment of the Rates and Taxes by the due date for payment if the Tenant is required to pay them to the assessing Authority.

5.3 Pro-rata apportionment

If necessary, the Rates and Taxes will be apportioned on a pro-rata daily basis at the beginning and at the end of the Term.

5.4 Goods and Services Tax

- (a) If GST is or will be or is purported to be payable on any Supply the Party receiving the Supply must pay the Party making the Supply a sum equal to any GST payable by the supplier for that Supply.
- (b) To the extent that one Party is required to reimburse the other Party for costs incurred by the other Party, those costs do not include any amount in respect of GST for which the Party is entitled to claim an input tax credit.
- (c) A Party's obligation to pay an amount under this clause is subject to a valid tax invoice being delivered to that Party. For the avoidance of any doubt, the Rent and all other payments under this Lease are expressed as exclusive of GST.

5.5 Service Charge

The Tenant must pay the Service Charge to the Landlord at the times and in the manner required by the Landlord.

5.6 Headworks Charge

The Tenant must pay to the Landlord the Headworks Service Charge at the time and in the manner required by the Landlord.



This copied document to be 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 PART 6 - COST OF SERVICES

The Tenant must pay Costs for all Tenant's Services (including any special, additional or unusual Services separately supplied, metered, consumed or connected as appropriate in, to or on the Land or the Premises) by the due date for payment.

7 PART 7 - COSTS

The Tenant must pay to the Landlord all the Landlord's reasonable legal and other Costs incurred by the Landlord including the Costs of valuers, surveyors for plan and survey of the Land and other consultants engaged for and incidental to:

- (a) valuation advice received by the Landlord for the purposes of Clause 1 of Part A of Schedule 2
- (b) the negotiation, preparation and execution of this Lease;
- (c) any consent required under this Lease;
- (d) any assignment or subletting for which the Landlord's consent is required by this Lease;
- (e) any variation, extension, surrender or termination of this Lease otherwise than by effluxion of time; and
- (f) any default by the Tenant or the Tenant's Agents in observing or performing any covenants contained or implied in this Lease.

**ADVERTISED
PLAN**

8 PART 8 - INTEREST

8.1 Payment

The Tenant must pay on demand interest at the Default Rate on any Rent or other moneys which the Tenant has not paid on the due date for payment.

8.2 Calculation

Interest is to be calculated daily from the due date and is to continue until the overdue money is paid. The interest will be capitalised on the last day of each month and may be recovered in the same way as Rent in arrears.

8.3 No Prejudice

If the Landlord requires a Tenant to pay interest, it is without prejudice to any other rights, powers and remedies which the Landlord may have under this Lease or at law.

9 PART 9 - USE OF PREMISES

9.1 Tenant's Permitted Use and negative covenants

The Tenant must not:

- (a) use the Premises for any purpose other than the Permitted Use;



- (b) do anything in or on the Premises which in the reasonable opinion of the Landlord causes or may cause nuisance, damage, disturbance or danger to the Landlord or the occupiers or owners of any other property;
- (c) use or allow the use of any radio, television or other sound producing equipment at a volume that can be heard outside the Premises;
- (d) affix any television or radio mast or antennae, satellite dish or any other communication device to any part of the Premises without the consent of the Landlord;
- (e) write, paint, display, hang or affix any sign, advertisement, placard, name, flagpole, flag or notice on any part of the Premises except with the prior written consent of the Landlord which is not to be unreasonably withheld but may be given conditionally and may be revoked after it has been given at the absolute discretion of the Landlord;
- (f) erect any permanent or temporary barriers or fences on the Land without the prior written consent of the Landlord;
- (g) except to the extent that they are necessary for the Permitted Use and then only in compliance with any Law or Requirement and in such quantities as are reasonably appropriate, store Hazardous Materials on or in the Premises;
- (h) install any equipment or system in the Premises that overloads or may overload the electrical or other Services to the Premises;
- (i) unreasonably refuse or permit temporary shelter on the Premises to any injured person or person in an emergency or in the case of adverse weather conditions;
- (j) introduce or allow to be introduced any seed, cutting, plant, root bulb or other form of vegetation or plant of a species not indigenous to the Alpine Resort;
- (k) permit car parking to occur on the Land other than in areas designated for car parking;
- (l) use the Premises for an illegal purpose;
- (m) burn any rubbish or waste on the Land or the Premises without the consent of the Landlord.

9.2 Tenant's positive covenants

The Tenant at its Cost must:

- (a) promptly and in accordance with all Laws remedy any damage caused by the Tenant or the Tenant's Agents to the Premises or the Alpine Resort by the spillage of any Hazardous Material;
- (b) keep the Premises clean and not permit any accumulation of rubbish or materials not required for Works consented to by the Landlord in accordance with Clause 11.6 in the Premises;
- (c) provide the Landlord (and keep updated when it changes) within 30 days of the Commencement Date and 7 days of any change with the name, postal address, e-mail address, telephone and facsimile transmission numbers of a person or persons to contact during and after business hours if an emergency arises which affects the Premises;

This copied document to be 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
PLAN



- (d) comply with the Landlord's reasonable operational requirements for the Services and not interfere with the Services;
- (e) on vacating the Premises, remove all lettering, signs, flagpoles, flags, and other distinctive marks from any improvements on the Premises and make good any damage caused by the removal;
- (f) obtain, maintain and comply with all consents or approvals from all Authorities which from time to time are necessary or appropriate for the Permitted Use. The Tenant must not by any act or omission cause or permit any consent or approval to lapse or be revoked;
- (g) ensure that all tanks on the Land are installed and screened or sited in a manner reasonably required by the Landlord and all relevant Authorities and must remove any tanks situated on the Premises that become redundant;
- (h) if a notifiable infectious illness occurs in the Premises promptly give Notice to the Landlord and all relevant Authorities as soon as becoming aware of the same and thoroughly fumigate and disinfect the Premises to the satisfaction of the Landlord and all relevant Authorities;
- (i) undertake all fire protection works on the Premises required by Law to the satisfaction of the Landlord and all relevant Authorities;
- (j) provide to the Premises and properly maintain fire fighting and fire extinguishing appliances;
- (k) permit the Landlord or the Landlord's servants or agents with or without vehicles and equipment, workmen or others at all times to enter the Premises for fire protection and suppression purposes;
- (l) comply with and ensure that the Tenant's Agents comply with the reasonable directions of the Landlord and the Landlord's Agents in relation to the movement of vehicles in, out or around the Land and the standing of vehicles on the Land;
- (m) allow the public to have access (other than by vehicles) to all parts of the Premises (other than the Tenant's Improvements which are not provided for the purposes of ingress and egress to the Land or Premises) for the purpose of access across the Premises except if such access prevents the Tenant providing reasonable protection to the Tenant's Improvements or prevents the Tenant ensuring the safety and good behaviour of people using the Tenant's Improvements;
- (n) keep the Land free of pest plants and pest animals to the reasonable satisfaction of the Landlord;
- (o) remedy any erosion on the Land caused by its use or any works it does on the Land and revegetate any disturbed land to the reasonable satisfaction and within the reasonable time limit required by the Landlord;
- (p) vegetate and undertake such other works as the Landlord may require, to the Landlord's satisfaction, to prevent wear, damage and erosion where the Land is exposed to water dripping from roofs, downpipes or any other source; and

This copied document to be 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 PLAN



This copied document to be 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.

- (q) revegetate with species indigenous to the Resort any part of the Land which has lost its natural vegetation and take all necessary action to prevent pedestrian or other traffic impeding the revegetation;

9.3 No warranty as to use

- (a) The Landlord gives no warranty (either present or future) that the Premises are fit or suitable for the Permitted Use.
- (b) The Tenant has entered into this Lease with full knowledge of and subject to any prohibitions or restrictions contained in any Law or any Requirement on how the Land or the Premises may be used.

**ADVERTISED
PLAN**

9.4 Cost of alteration

The Tenant must pay to the Landlord on demand the Cost reasonably incurred by the Landlord of any alteration to any Services, sprinkler or fire prevention equipment and installations (including alarms) which may become necessary because of the non-compliance of the Tenant or of the Tenant's Agents with any Requirements, including those of any Tenant's insurer of the Premises or any Tenant's fittings within the period required or, if no period is required, within a reasonable period to meet those requirements.

10 PART 10 - COMPLIANCE WITH LAWS AND REQUIREMENTS

10.1 Compliance with Laws

- (a) The Tenant at its Cost must comply with and observe all Laws and Requirements relating to the Premises, the Services and the Permitted Use. If the Tenant receives any Notice from an Authority, before complying with such notice, the Tenant must provide a complete copy of it to the Landlord;
- (b) Before complying with any Law or Requirement, the Tenant must observe the provisions of this Lease.

10.2 Landlord may comply with Laws if Tenant defaults

If the Tenant fails to do so within a reasonable time, the Landlord may comply with any Law or Requirement referred to in this Clause either in part or whole. If the Landlord does this:

- (a) any Costs incurred by the Landlord must be paid or reimbursed to the Landlord by the Tenant within 30 days of demand by the Landlord;
- (b) it is without prejudice to any of the Landlord's other rights in respect of non compliance by the Tenant with its obligations under this Lease.

11 PART 11 - MAINTENANCE REPAIRS ALTERATIONS AND ADDITIONS

11.1 General Repairing Obligation

The Tenant at its Cost during the Term and any extension or holding over must keep the Premises and the Tenant's Services in good repair and condition and clean and tidy. For the avoidance of doubt, the Tenant acknowledges that the Landlord will have no responsibility for any repairs and maintenance to the Premises or the Tenant's Services.



This copied document to be 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.

11.2 Specific repairing obligations

The Tenant must, or the Landlord may at the Tenant's Cost (but without prejudice to any other right or remedy of the Landlord) and in addition to and without limiting the general obligation of the Tenant under Clause 11.1:

- (a) immediately make good any damage to the Premises caused or contributed to by the act or omission of the Tenant or of the Tenant's Agents;
- (b) immediately repair or replace all broken, or damaged glass in the Premises or in any wall forming part of the Premises;
- (c) repaint and replace floor and window coverings as necessary to comply with the General Repairing Obligation; and
- (d) maintain all carparking areas in good condition.

**ADVERTISED
PLAN**

11.3 Landlord's right of inspection

The Landlord or the Landlord's Agents may enter the Premises and view the state of repair and condition of the Premises and Services:

- (a) at reasonable times on giving to the Tenant reasonable notice in writing (except in the case of emergency when no notice is required);
- (b) once every three years during the Term for the purpose of preparing a Building Standards Report.

11.4 Enforcement of repairing obligations

The Landlord may serve on the Tenant a Notice:

- (a) specifying any failure by the Tenant to carry out any repair, replacement or cleaning of the Premises or the Services which the Tenant is required to do under this Lease; and/or
- (b) requiring the Tenant to carry out the repair, replacement or cleaning within a reasonable time. If the Tenant does not comply with the Notice, the Landlord may elect to carry out such repair, replacement or cleaning and any Costs incurred must be paid by the Tenant when demanded by the Landlord by Notice.

11.5 Landlord may enter to repair

The Landlord, the Landlord's Agents and others authorised by the Landlord may at all reasonable times after giving the Tenant reasonable notice (except in the case of emergency when no notice is required) enter the Premises to carry out any works and repairs if the Landlord elects to carry out any repair work which the Tenant is required or liable to do under this Lease or by any Law or by any Requirement but fails to do so within the time specified or otherwise allowed for that work to be done.

11.6 Works to Premises

- (a) The Tenant must not and must not permit any other person to carry out any Works without the Landlord's prior written consent;



- (b) In seeking the Landlord's consent the Tenant must submit plans and specifications of the Works for the approval of the Landlord;
- (c) if the Works involve interference with the natural vegetation of the natural surface of the Land the Tenant must also submit details of proposed maintenance of the work and methods to be used for soil conservation;
- (d) the Landlord may give consent subject to the Tenant satisfying the following requirements:
- (i) in carrying out any Works the Tenant must comply with all reasonable directions of the Landlord in accordance with the consent given by the Landlord and such directions may include requirements in relation to materials and contractors or tradesmen to be used for the Works;
 - (ii) any Works must be executed promptly and continuously in a proper and workmanlike manner, in accordance with all Laws and Requirements and strictly in accordance with the consent given by the Landlord;
 - (iii) the Tenant must pay on demand all Costs incurred by the Landlord in considering or inspecting the Works and its supervision, including the reasonable fees of architects, engineers or other building consultants reasonably engaged by or on behalf of the Landlord;
 - (iv) the Tenant must obtain and keep current and comply with all necessary approvals or permits from all Authorities necessary to enable any Works to be lawfully effected, and must on request by the Landlord produce for inspection by the Landlord copies of all such approvals and permits;
 - (v) on completion of the Works the Tenant must within 30 days of completion obtain and produce to the Landlord, any unconditional certificates of compliance or of satisfactory completion issued by relevant Authorities and, a certificate by a consultant approved by the Landlord that the Works have been carried out in accordance with the plans and specifications approved by the Landlord;
 - (vi) the Works must be completed within the time period (if any) reasonably specified by the Landlord.

This copied document to be 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
PLAN

11.7 Notice to Landlord of damage, accident etc

The Tenant must immediately give Notice to the Landlord of any damage however caused, accident to or defects in the Premises or the Services which has caused or may cause environmental damage or danger to the public.

11.8 Geotechnical Faults

The Landlord makes no representation to the Tenant as to any defect or hazard associated with the Land including, without limitation, land instability due to any geotechnical fault and/or failure which may make the Land unable to properly support the Tenant's Improvements. The Tenant at its Cost, must undertake all work necessary to remedy any such defect or hazard and the Tenant releases and indemnifies the Landlord against any claim that may arise as a result of the matters specified in this Clause.



12 LANDLORD TO PREPARE BUILDING STANDARDS REPORT

12.1 Building Standards Report

After carrying out an inspection authorised by Clause 11.3(b) of this Lease, the Landlord must prepare, at the Landlord's Cost, and provide to the Tenant a Building Standards Report for the purpose of providing a record of the Tenant's response to the matters relating to Standards of Occupancy and for reference during negotiations for a new lease under Clause 19.4.

12.2 Tenant's objections

If the Tenant disagrees with any part of the Building Standards Report it must advise the Landlord in writing within 30 Business Days of receiving the Report.

13 PART 13 - ASSIGNMENT AND SUBLETTING

13.1 No disposal of Tenant's interest

- (a) The Tenant must not without the prior written consent of the Landlord:
- (i) assign, transfer, sub-let, grant any licence, mortgage, encumber, charge or part with or share the possession of or otherwise deal with or dispose of the Tenant's estate or interest in the Land or any part of the Land or the Premises;
 - (ii) declare itself trustee of the Land or any part of the Land or of any legal or equitable estate or interest in the Land or the Premises.

13.2 Landlord's consent to assignment

The Landlord will not unreasonably withhold its consent to a proposed assignment if:

- (a) the Tenant is not at the time in breach of this Lease;
- (b) the Tenant proves to the reasonable satisfaction of the Landlord that the proposed assignee is a respectable, responsible and solvent person and, in the case of a company, the directors are respectable, responsible and solvent persons and are capable of performing the Tenant's obligations under this Lease. The Tenant must submit to the Landlord all information reasonably required by the Landlord including:
 - (i) at least two financial references as to the proposed assignee (and its directors);
 - (ii) a detailed statement of the financial circumstances of the proposed assignee and its directors (if applicable);
 - (iii) if a commercial business is to be operated from the Premises, at least two references as to the proposed assignee (and its directors) business experience.
- (c) the Tenant arranges for the proposed assignee to execute a deed of assignment of lease:
 - (i) in a form approved by the Landlord or its solicitors;

This copied document to be 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
PLAN**



- (ii) which contains a covenant by the assignee to be bound by the terms of the Lease and an acknowledgment by the Tenant that the Tenant is not to be released from its obligations under the Lease;
- (d) if the proposed assignee is a company (other than a company whose shares are listed on the Australian Stock Exchange) then, if required by the Landlord, all of the directors of the company and any ultimate holding company (as defined in the Corporations Act) of the company must by deed (in a form acceptable to the Landlord) guarantee the due performance by the company of the terms and conditions of the Lease;
- (e) the Tenant provides the Landlord with such information as the Landlord reasonably requires to evidence that appropriate arrangements have been entered into relating to the ownership of the Tenant's Improvements;
- (f) the Tenant pays the Landlord all reasonable Costs incurred by the Landlord enquiring as to the respectability, responsibility and solvency of the proposed assignee (and its directors) and of obtaining the approval by the Landlord's solicitors of the documents referred to in this Clause.

This copied document to be 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
PLAN**

13.3 Landlord's consent to sub-lease

The Landlord will not unreasonably withhold its consent to a proposed sublease if:

- (a) the Tenant is not at the time in breach of this Lease;
- (b) the Tenant warrants to the Landlord that the proposed sub-tenant is a respectable, responsible and solvent person and, in the case of a company, the directors are respectable, responsible and solvent persons and are capable of performing the Tenant's obligations under this Lease.
- (c) the Tenant arranges for the proposed sub-tenant to execute a deed of sub-lease:
- (i) in a form approved by the Landlord or its solicitors;
 - (ii) which must not contain terms and conditions contrary to this Lease.
- (d) if the proposed sub-tenant is a company (other than a company whose shares are listed on the Australian Stock Exchange) then, if required by the Landlord, all of the directors of the company and any ultimate holding company (as defined in the Corporations Act) of the company must by deed (in a form acceptable to the Landlord) guarantee the due performance by the company of the terms and conditions of the Lease.
- (e) the Tenant pays the Landlord all reasonable Costs incurred by the Landlord enquiring as to the respectability, responsibility and solvency of the proposed sub-tenant (and its directors) and of obtaining the approval by the Landlord's solicitors of the documents referred to in this Clause; and
- (f) the Tenant provides evidence to the Landlord that the sub-tenant will be a shareholder, unitholder or member of the Tenant.



This copied document to be 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

13.4 Transfer of Sub-Lease

If any sub-lease to which the Landlord consents under Clause 13.3 is to be transferred or there is a change in the shareholding of the sub-tenant to which Clause 13.3 would apply the Tenant must seek the consent of the Landlord under Clause 13.5.

13.5 Deemed assignment on change of shareholding

There is a deemed assignment under this Clause if the Tenant is a Corporation and there is a change in more than 20% of any of the following:

- (a) the membership of the Corporation or any holding company of the Corporation;
- (b) the beneficial ownership of any shares in the capital of the Corporation or any holding company of the Corporation; or
- (c) the beneficial ownership of the business or assets in the Corporation conducted on or situated on the Premises.

If any of these events occur then the Tenant must obtain the Landlord's written consent under this Clause. This does not apply in relation to the sale of shares in the Tenant or the Tenant's holding company that is listed on a recognised stock exchange.

13.6 Acceptance of Rent by Landlord

The acceptance by the Landlord of any Rent or other payment from any Person other than the Tenant does not constitute an acknowledgment by the Landlord that it recognises that person as the Authorised assignee or sub tenant.

13.7 S.144 excluded

Section 144 of the Property Law Act 1958 does not apply to this Lease.

14 PART 14 - INSURANCE AND INDEMNITIES

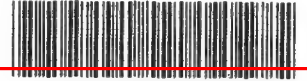
14.1 Insurances to be taken out by Tenant

The Tenant must effect and maintain at the Tenant's Cost:

- (a) a standard public liability insurance policy endorsed to extend the indemnity under the policy to include the Tenant's liability under Clause 14.5 and noting the Landlord's interest. The policy must be for an amount of not less than the Insured Sum or such higher amount as the Landlord may reasonably require in respect of any single occurrence;
- (b) insurance for all Tenant's Improvements and all Tenant's property in the Tenant's Improvements or on the Land; and
- (c) any other insurance reasonably required by the Landlord.

14.2 Tenant's insurance obligations

The Tenant must:



- (a) ensure that all policies of insurance effected by the Tenant pursuant to this Clause are taken out with an insurance office or company authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia including policies underwritten by Lloyd's of London or otherwise approved by the Landlord which approval will not be unreasonably withheld.
- (b) produce to the Landlord, by 30 July or such other date as the Landlord may specify in each year during the Term, a copy of the current certificate of currency for the insurance required under clause 14.1; and
- (c) pay all premiums and other money payable in respect of the insurance policies when they become due and payable.

This copied document to be 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
PLAN**

14.3 Non-vitiating of policies

The Tenant must not do anything in, to or on the Premises and must use its best endeavours not to allow anything to be done which may vitiate or render void or voidable any Tenant's insurances or any condition of any insurance taken out by the Landlord of which the Tenant has been made aware in respect of the Premises or any property in or on it.

14.4 Exclusion of Landlord's liability

- (a) In the absence of any negligence or deliberate act or omission or material breach of this Lease by the Landlord or the Landlord's Agents, the Tenant acknowledges that all property which may be in or on the Premises will be at the sole risk of the Tenant and the Landlord will not be liable for any Claim that the Tenant or the Tenant's Agents or any Person claiming by, through or under the Tenant may incur or make or any which arises from:
- (i) any fault in the construction or state of repair of the Premises or any part of it; or
 - (ii) the collapse of the Premises irrespective of the cause; or
 - (iii) any defect in any Services; or
 - (iv) the flow, overflow, leakage, condensation or breakdown of any water, air-conditioning, gas, oil or other sources of energy or fuel, whether from the roof, walls, gutter, downpipes or other parts of the Premises.
- (b) In the absence of any negligence or deliberate act or omission or material breach of this Lease by the Landlord or the Landlord's Agents, the Tenant agrees that the Landlord will not be responsible for and releases the Landlord and the Landlord's Agents from liability in respect of any:
- (i) Claim relating to any property of the Tenant or any other Person in or on the Premises or any part of it however occurring; or
 - (ii) death, damage or injury to any Person or property in on or under the Premises or on any land near it suffered as a direct consequence of the construction, operation, presence or maintenance of the Premises and including, without limitation, damage or injury to any person or property resulting from any collision with or the collapse of the Premises.



14.5 Indemnities

In the absence of any negligence or deliberate act or omission or material breach of this Lease by the Landlord or the Landlord's Agents and despite:

- (a) any Claims having resulted from anything which the Tenant may be authorised or obliged to do under this Lease; and/or
- (b) at any time any waiver or other indulgence having been given to the Tenant in respect of any obligation of the Tenant under this Clause;

the Tenant will indemnify and keep indemnified the Landlord and the Landlord's Agents from and against all Claims for which any of them will or may be or become liable, during or after the Term, in respect of or arising from:

- (i) damage or injury to the Premises, to any property or to any Person or the death of any Person inside or outside the Premises to the extent caused or contributed to by any neglect or default of the Tenant or the Tenant's Agents under this Lease or by the use of the Premises by the Tenant or by the Tenant's Agents including, without limitation, injury or death to any Person or property resulting from any collision with or collapse of the Premises;
- (ii) the negligent use or neglect of the Services and facilities of the Premises by the Tenant or the Tenant's Agents or any other Person claiming through or under the Tenant or of any trespasser while such trespasser is in or on the Premises caused or contributed to by any default or negligent act or omission of the Tenant;
- (iii) overflow or leakage of water (including rain water) or from any Services whether originating inside or outside the Premises to the extent caused or contributed to by any act or omission on the part of the Tenant or the Tenant's Agents or other Person claiming through or under the Tenant;
- (iv) damage to plate, float and other glass to the extent caused or contributed to by any act or omission on the part of the Tenant or the Tenant's Agents.

15 PART 15 - DAMAGE AND DESTRUCTION

15.1 Tenant to reinstate or remove Tenant's Improvements on destruction

If the Tenant's Improvements or any part of them are at any time damaged or destroyed by any disabling cause then the Tenant must either:

- (a) within a reasonable time re-instate the Tenant's Improvements and make them fit for the occupation and use by the Tenant as if it was Works; or
- (b) within three months of the damage and destruction give notice of its intention to remove any remaining Tenant's Improvements and within six months of the damage and destruction reinstate the surface of the Land to a clean and clear state including removing all foundation and other improvements below the ground. When the Tenant has complied with this Clause to the satisfaction of the Landlord this Lease will be at an end.

This copied document to be 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
PLAN



15.2 Rent and Rates and Taxes

The Tenant must continue to pay the Rent, the Service Charges, the Rates and Taxes and any other money payable under this Lease or required by Law until this Lease ends even if the Tenant's Improvements are destroyed or damaged.

16 PART 16 - LANDLORD'S COVENANT

Quiet Enjoyment

If the Tenant pays the Rent and observes and performs in a timely fashion the covenants and conditions on its part contained in this Lease, the Tenant may occupy and enjoy the Land during the Term without any interruption by the Landlord or by any Person claiming through the Landlord except as provided in this Lease.

17 PART 17 - TERMINATION AND DEFAULT

17.1 Events of Default

The following are Events of Default:

- (a) if the Rent or any other money payable under this Lease is not paid by the due date for payment whether legally demanded or not;
- (b) if the Tenant at any time fails to perform or observe any of its obligations under this Lease;
- (c) if the Tenant or the Guarantor are companies then if either the Tenant or the Guarantor:
 - (i) enter into any compromise or arrangement with any of its creditors; or
 - (ii) has a receiver or receiver and manager or administrator or controller appointed of any of its assets; or
 - (iii) is wound up or dissolved or an order is made for winding up or dissolution; or
 - (iv) has a resolution of the directors passed that in their opinion the company can no longer continue its business; or
 - (v) calls a meeting of its creditors pursuant to the Corporations Act; or
 - (vi) is placed under official management; or
 - (vii) has an inspector appointed pursuant to the Australian Securities Commission Act 1989; or
 - (viii) is unable to pay its debts as and when they fall due; or
 - (ix) makes an assignment for the benefit of or enters into an arrangement or composition or a moratorium whether formal or informal with its creditors or financiers; or
 - (x) has a provisional liquidator or a liquidator by any means appointed;

This copied document to be 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
PLAN



- (d) if any execution exceeding ten thousand dollars is issued, levied or enforced against the Tenant or the Guarantor or on any of the assets of the Tenant or the Guarantor unless such execution is fully paid or satisfied within seven days from the date of the issue, levy or enforcement, or appropriate legal proceedings to invalidate the execution are taken within seven days of the issue, levy or enforcement; and
- (e) if the Tenant or the Guarantor is a natural person and becomes or is made bankrupt or makes any assignment of his estate or any part of it for the benefit of creditors or otherwise seeks relief under or takes advantage of any Law for the time being in force relating to bankruptcy or insolvent debtors or causes or permits his goods to be levied on or under any execution or other legal process.

This copied document to be 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.

17.2 Forfeiture of Lease

If an Event of Default occurs the Landlord may, without prejudice to any other Claim which the Landlord has or may have against the Tenant or any other Person at any time re-enter into and upon the Land or any part of it in the name of the whole and thereupon this Lease will be absolutely determined.

17.3 Re-entry

The right of re-entry for breach of any covenant or condition in this Lease to which section 146(1) of the Property Law Act 1958 applies or for failure to pay Rent must not be exercised until the expiration of 45 days after the Landlord has served on the Tenant the notice required pursuant to that section.

17.4 Landlord may rectify

If the Tenant is in default under this Lease and fails to rectify that default within 14 days of the Landlord notifying the Tenant in writing of that default and requiring its rectification, the Landlord may, but will not be obliged to, remedy at any time without further notice any default by the Tenant under this Lease. If the Landlord so elects all reasonable Costs incurred by the Landlord (including legal costs and expenses) in remedying the default will constitute a liquidated debt and must be paid by the Tenant to the Landlord on demand.

17.5 Waiver

- (a) The Landlord's failure to take advantage of any default or breach of covenant by the Tenant will not be or be construed as a waiver of it, nor will any custom or practice which may grow up between any of the Parties in the course of administering this Lease be construed to waive or to lessen the right of the Landlord to insist upon the timely performance or observance by the Tenant of any covenant or condition of this Lease or to exercise any rights given to the Landlord in respect of any such default;
- (b) A waiver by the Landlord of a particular breach is not deemed to be a waiver of the same or any other subsequent breach or default;
- (c) The demand by the Landlord for, or subsequent acceptance by or on behalf of the Landlord of, Rent or any other money payable under this Lease will not constitute a waiver of any earlier breach by the Tenant of any covenant or condition of this Lease, other than the failure of the Tenant to make the particular payment or payments of Rent or other moneys so accepted, regardless of the Landlord's knowledge of any earlier breach at the time of acceptance of such Rent or other moneys.

**ADVERTISED
PLAN**



This copied document to be 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

17.6 Tender after determination

If the Landlord accepts money from the Tenant after the Landlord ends this Lease the Landlord may (in the absence of any express election of the Landlord) apply it.

- (a) first, on account of any Rent and other moneys accrued and due under this Lease but unpaid at the date the Lease is ended; and
- (b) secondly, on account of the Landlord's Costs of re-entry.

17.7 Essential terms

The Landlord and the Tenant agree that each of the following covenants by the Tenant are essential terms of this Lease:-

**ADVERTISED
PLAN**

- (a) to pay the Rent (Clause 4);
- (b) to pay or reimburse Rates and Taxes (Clause 5);
- (c) to pay the Service Charge and Headworks Charge (Clauses 5.5 and 5.6);
- (d) not to use the Land other than for the Permitted Use (Clause 9.1);
- (e) to comply with Laws and Requirements (Clause 10);
- (f) to carry out Works only in the manner permitted by this Lease (Clause 11.6);
- (g) subject to this Lease, to repair and maintain and, if necessary, reinstate or demolish the Tenant's Improvements (Clauses 11, 15.1 and 21);
- (h) not to assign this Lease or sub-let the Land or any part of it other than in accordance with Clause 13; and
- (i) to take out and keep current those insurances required to be taken out by the Tenant (Clause 14).

17.8 Damages for Breach

The Tenant covenants to compensate the Landlord for any breach of an essential term of this Lease. The Landlord may recover damages from the Tenant for such breaches. The Landlord's entitlement under this Clause is in addition to any other remedy or entitlement to which the Landlord is entitled (including to terminate this Lease).

17.9 Repudiation by Tenant

- (a) The Tenant covenants to compensate the Landlord for any loss or damage suffered by reason of the Tenant's conduct (whether acts or omissions):
 - (i) constituting a repudiation of this Lease or of the Tenant's obligations under this Lease; or
 - (ii) breaching any Lease covenants.



- (b) The Landlord may recover damages against the Tenant in respect of repudiation or breach of covenant for the loss or damage suffered by the Landlord during the entire term of this Lease.

This copied document to be 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.

17.10 Acts by the Landlord not to constitute forfeiture

The Landlord's entitlement to recover damages shall not be affected or limited if any of the following events occur:-

- (a) the Tenant abandons or vacates the Land; or
- (b) the Landlord elects to re-enter the Land or to terminate the Lease; or
- (c) the Landlord accepts the Tenant's repudiation; or
- (d) the Parties' conduct (or that of any of their servants or agents) constitutes a surrender by operation of law.

**ADVERTISED
PLAN**

17.11 Mitigation

Nothing in this Clause will operate to relieve the Landlord of any obligation which would otherwise apply to mitigate any loss or damage suffered by the Landlord.

18 PART 18 – MISCELLANEOUS

18.1 Notices

- (a) Any Notice served or given by either Party pursuant to this Lease will be valid and effectual if signed by either Party or by any director, alternate director, secretary, executive officer, attorney, managing agent, or lawyers for the time being of that Party or any other Person nominated from time to time by that Party.
- (b) Each Party must immediately provide the other Party with a Notice containing full particulars of the address and facsimile information of the Party giving the Notice and must update such notice in the event of any change.
- (c) Any Notice required to be served or which the Landlord may elect to serve on the Tenant shall be sufficiently served if:
 - (i) served personally;
 - (ii) sent by facsimile transmission to the Tenant at its facsimile number in this Lease or at such other facsimile number as may be notified in writing by the Tenant from time to time;
 - (iii) forwarded by prepaid security post to the Tenant at its address in this Lease or at such other address as may be notified in writing by the Tenant from time to time.
- (d) Any Notice required to be served on the Landlord shall be sufficiently served if:
 - (i) served personally;
 - (ii) sent by facsimile transmission;



- (iii) forwarded by prepaid security post addressed to the Landlord to the Name and Notice Address.

All such Notices must be addressed to the Landlord at that address or at such other address as the Landlord from time to time nominates.

- (e) Any Notice is deemed to have been duly served if given:

- (i) by post, two Business Days after the day it was posted;
- (ii) by facsimile, at the time of transmission to the Party's facsimile number unless the time of despatch is later than 5.00 p.m. at the place to which the facsimile transmission is sent in which case it shall be deemed to have been received at the commencement of business on the next Business Day in that place. A copy of any Notice sent by facsimile transmission must also on the date of despatch be sent by mail to the Party to whom it was sent by facsimile transmission;
- (iii) personally, on the date of service.

18.2 Overholding

If the Tenant continues in occupation of the Land after the Term has expired without objection by the Landlord:

- (a) the Tenant will be deemed a tenant on the terms of this Lease from month to month;
- (b) either Party may end the Lease by giving to the other Party at any time one month's Notice.

18.3 Set-Off

If the Tenant defaults in the payment of the Rent, the Rates and Taxes or any other money payable under this Lease to the Landlord or any Authority, the Landlord may set-off that amount against any moneys which may from time to time be payable by the Landlord to the Tenant on any account whatsoever but any set-off will not relieve the Tenant from its default for any non-payment of the Rent, the Rates and Taxes or other moneys under this Lease.

18.4 Easements

The Landlord, subject to the Tenant's approval which must not be unreasonably withheld, may grant rights of support and enter into any arrangement or agreement with any party with an interest in any adjacent land or with any Authority as the Landlord thinks fit for the purpose of:

- (a) public or private access to the Land; or
- (b) support structures erected on adjoining land;
- (c) the provision of Services.

The Landlord must not exercise any rights under this Clause if it substantially and permanently derogates from the enjoyment of the rights of the Tenant under this Lease.

This copied document to be 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 PLAN



This copied document to be 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.

18.5 Guarantee

If a Guarantee and Indemnity is annexed to this Lease, the Tenant must on the same date as the execution of this Lease procure its execution by the Guarantors named in it and deliver the executed Guarantee and Indemnity to the Landlord. If the Landlord elects, this Lease will not take effect until the Guarantee and Indemnity has been properly executed by the Guarantors and delivered to the Landlord.

18.6 Waiver

No waiver by one Party of a breach by or on behalf of the other Party of any obligation, provision or condition of this Lease expressed or implied shall operate as a waiver to or of any other breach of the same or any other obligation, provision or condition of this Lease expressed or implied.

19 PART 19 - TENANT'S RIGHT TO NEGOTIATE

19.1 Tenant may give notice

The Tenant may give notice to the Landlord that it wishes to negotiate a new Lease for the Premises from the expiration of the Term if:

- (a) the Tenant gives the Landlord such Notice not less than three years before the Term expires;
- (b) there is no unremedied default which the Landlord has given the Tenant written Notice;
- (c) the Tenant has not persistently defaulted under this Lease throughout its Term and the Landlord has not given the Tenant Notices of the defaults; and
- (d) the Tenant has not been given Notice under Clause 20.

19.2 Information from Landlord

The Landlord must provide on request by the Tenant the following information:

- (a) the proposed redevelopment or refurbishment obligations which will be placed on the Tenant if a further lease is granted;
- (b) indicative lease information which may include, without limitation:
 - (i) description of the Land proposed to be leased if this is different from the Land;
 - (ii) hours of operation (if applicable);
 - (iii) the range of lease terms available including option periods (if any);
 - (iv) the proposed basis for determining the commencing rent; and
 - (v) the proposed permitted uses.



19.3 Tenant's Proposal

Within twelve months of giving the Negotiation Notice, the Tenant must submit to the Landlord a proposal for the use of the Premises. The Tenant's Proposal must include all information reasonably required by the Landlord including:

- This copied document to be 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 PLAN**
- (a) a business plan including details of, without limitation budgets and financial projections for the first three years of the Tenant's operation under the new Lease including:
 - (i) financial statements including balance sheets, profit and loss statements and statements of cash flow certified by a certified practising accountant for the two years immediately preceding the date of the Tenant's proposal;
 - (ii) details of the capital requirements of the Tenant for the purposes of entering into the new Lease and information as to how the capital requirements will be satisfied;
 - (iii) a marketing plan including details of advertising and promotion to be undertaken by the Tenant (if applicable);
 - (iv) details of the market currently being serviced by the Tenant and any future markets that the Tenant proposes to attract;
 - (v) an analysis of risks that may be encountered by the Tenant in undertaking the new Lease.
 - (b) if a redevelopment or refurbishment of the Premises is proposed:
 - (i) for a redevelopment, conceptual architectural designs of the proposed redevelopment /refurbishment including preliminary site and building plans, preliminary sections and elevations, preliminary selection of building systems and materials and development of approximate dimensions, area and volume;
 - (ii) for a refurbishment, details of the proposed works including where applicable, concept plans and details of materials to be used;
 - (iii) proposed uses including, where applicable, proposed bed numbers;
 - (iv) proposed timing of the redevelopment or refurbishment including, where appropriate, the staging. Where staging is proposed a description must be provided of each stage of the works with the time period under which each stage is to be undertaken and the estimated construction cost of each stage;
 - (v) an estimate certified by a quantity surveyor or building consultant of the total cost of construction or completing the proposed redevelopment or refurbishment including without limitation finance costs, building costs itemised by reference to principle trades, service connection payments, capital in-going payments and any other specified costs associated with the refurbishment or redevelopment; and



- (vi) a geotechnical assessment to ensure that the proposed redevelopment of the Premises is possible and suitable.
- (c) a building surveyors report on the structural condition of the Tenant's improvements;
- (d) the Tenant's written response to the indicative lease information contained in the Landlord's proposal; and
- (e) where the Premises include any above ground or underground storage tank, a report assessing the extent of any contamination on the Land.

This copied document to be 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

19.4 Negotiations

After the Landlord has received the Tenant's proposal and having regard to

- the Building Standards Reports which have been prepared for the Premises;
- any objections that the Tenant has raised to the Building Standards Reports under Clause 12.2; and
- the way in which the Tenant has responded to the matters relating to Standard of Occupancy identified in those reports,

the Landlord and the Tenant will use reasonable endeavours to negotiate a new lease of the Land. Neither party will be under any obligation to enter into a new lease for the Land or for any other land within the Alpine Resort and provided that if the Landlord and the Tenant have not completed negotiations for a new lease not less than 12 months before the term expires the negotiation will be deemed to be at an end and the Landlord will be free to lease the Land to another party.

19.5 No endorsement

Nothing in this Clause or the Lease will be taken or construed as the Landlord's endorsement of all or any part of the business plan that forms part of the Tenant's Proposal and the Landlord is not obliged in any way to assist in the implementation of such business plan or to ensure its outcomes.

20 PART 20 - SURRENDER OF LEASE

20.1 Landlord may give notice of requirement to surrender

If during the Term, the Land or any part is reasonably required by the Landlord for the improvement of the Alpine Resort the Landlord may, having first obtained the approval of the Minister, give notice in writing to the Tenant to:

- (a) cancel the Lease either wholly or as to part; and
- (b) require the Tenant to remove all or some of the Tenant's Improvements within the time specified in the notice.

**ADVERTISED
PLAN**



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

20.2 Failure to comply

If the Tenant fails to comply with the notice under Clause 20.1 the Tenant's Improvements concerned will become the property of the Landlord subject to the Tenant's right to compensation under Clause 20.3.

20.3 Compensation

If this Lease is cancelled under Clause 20.1 the Tenant will be entitled to compensation for the value of the Tenant's interest in the Premises. If no agreement as to the amount of compensation can be reached within 3 months from the date of cancellation the amount will be referred for determination under Clause 22. In determining the sum to be paid under this Clause compensation will be given for the value of the Tenant's Improvements (excluding any furnishings, equipment and chattels which can be removed from the Premises and reused) on the Land and also of the business conducted from the Premises in accordance with the provisions of this Lease.

21 PART 21 - DETERMINATION OF TERM

21.1 Tenant to yield up

When this Lease ends, unless the Tenant has been granted a new lease of the Premises, the Tenant at its Cost must demolish and remove the Tenant's Improvements in a proper and workmanlike manner in compliance with the requirements of all Authorities and to the satisfaction of the Landlord including landscaping, vegetation and drainage as required by the Landlord.

21.2 Tenant to continue pay rent etc

The Tenant must continue to pay the Rent, the Service Charge, the Rates and Taxes and all other money payable under this Lease until it has demolished and removed the Tenant's Improvements.

21.3 Tenant not to cause damage

- (a) The Tenant must not cause or contribute to any damage to the Land in the demolition and removal of the Tenant's Improvements.
- (b) If the Tenant causes any such damage in the demolition and removal of the Tenant's Improvements, the Tenant must make good any such damage and must leave the Land in a condition that is acceptable to the Landlord acting reasonably and all Authorities.
- (c) If the Tenant fails to do so within a reasonable time, the Landlord may make good any such damage at the Cost of and as agent for the Tenant and recover from the Tenant the reasonable Cost to the Landlord of doing so as a liquidated debt payable on demand.

21.4 Failure by Tenant to remove the Tenant's Improvements

If the Tenant fails to remove the Tenant's Improvements in accordance with this Clause or if the Landlord re-enters the Land, the Landlord at the Landlord's option (without prejudice to any action or other remedy which the Landlord has) may:

- (a) demolish and remove the Tenant's Improvements; and



This copied document to be 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.

- (b) without being guilty of any manner of trespass, cause any of the Tenant's property to be removed and stored in such manner as is reasonable at the risk and at the Cost of Tenant and/or at the option of the Landlord sell it as the attorney of the Tenant and appropriate the proceeds of sale in payment of any Rent or other money owing by the Tenant to the Landlord and pay any residue without interest to the Tenant; or
- (c) treat the Tenant's Improvements as if the Tenant had abandoned its interest in it and it had become the property of the Landlord, and deal with it in such manner as the Landlord thinks fit without being liable in any way to account to the Tenant for them.

21.5 Tenant to indemnify and pay Landlord's Costs

The Tenant must:

- (a) indemnify and keep indemnified the Landlord in respect of the reasonable cost of the removal and storage of the Tenant's property, the cost of demolishing and removing the Tenant's Improvements and also in respect of all Claims which the Landlord may suffer or incur at the suit of any Person (other than the Tenant) claiming an interest in the Premises or the Tenant's property by reason of the Landlord acting in any manner permitted in this Clause; and
- (b) pay to the Landlord as a liquidated debt payable on demand any reasonable Costs incurred by the Landlord in exercising its rights pursuant to this Clause, including any excess of Costs over moneys received in disposal of the Tenant's property pursuant to the Landlord's rights contained in Clause 21.4 except to the extent caused by any negligent act or omission of the Landlord.

**ADVERTISED
PLAN**

21.6 Earlier breaches

The ending of this Lease does not prejudice or affect any rights or remedies of the Landlord against the Tenant in respect of any earlier breach by the Tenant of any Lease covenants and conditions.

22 PART 22 - DISPUTE RESOLUTION

22.1 Dispute notice

If a dispute or difference arises under Clause 20.3 which is to be referred to dispute resolution under this Clause 22 then either party may give to the other a Dispute Notice adequately identifying the matters the subject of that dispute or difference.

22.2 Dispute resolution mechanism

A dispute or difference to be referred to resolution under this special condition must be referred to a person agreed between the parties and, failing agreement within 10 Business Days of receipt of the Dispute Notice, then any dispute or difference shall be referred to an appropriate professional appointed by the President of the Institute of Arbitrators Australia, Victorian Chapter.

22.3 Expert resolution

The person agreed upon or appointed to determine the dispute or difference shall:



- (a) act as an expert and not as an arbitrator and his decision shall be final and binding on the parties;
- (b) have power to investigate, make inquiries, call witnesses and obtain the advice of any consultant;
- (c) conduct proceedings in any manner he considers appropriate; and
- (d) hand down his decision within 20 Business Days of his appointment.

This copied document to be 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

22.4 Parties co-operation

The parties must provide the agreed or appointed expert with all assistance and documents and may at any hearing conducted by the expert appear personally or be legally represented or be represented by any consultant.

**ADVERTISED
PLAN**

22.5 Costs of expert

The costs of the agreed appointed expert must be borne equally unless otherwise determined by the expert.



EXECUTED as a deed.

THE COMMON SEAL OF THE MOUNT BULLER AND MOUNT STIRLING ALPINE RESORT MANAGEMENT BOARD was affixed by authority of the Board in accordance with its powers under the Alpine Resorts (Management) Act 1997 in the presence of:

[Signature]
Chairman

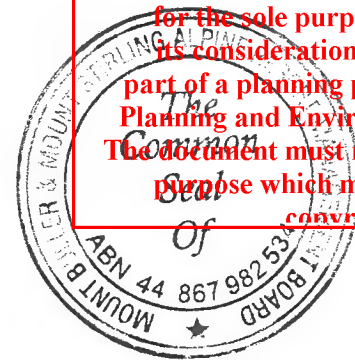
JACQUELINE JENNINGS
Name of Chairman (print)

EXECUTED by KOOROORA HOLDINGS PTY LTD (ACN 111 268 752) in accordance with its constitution in the presence of:

[Signature]
Company Secretary/Director

JOHN GROLO
Name of Company Secretary/Director (print)

344 Mansfield Street, Thornbury, Victoria 3074
Thornbury, Victoria 3074 Postcode



This copied document to be 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 PLAN

[Signature]
Member

IAN MAXFIELD
Name of Member (print)

[Signature]
Director

MARTIN RYAN ANSELL
Name of Director (print)

49 GLEHARD DRIVE, EAGLEMONT VIC 3084
Usual Address Postcode

I, Will Guthrie, Acting Executive Director-Land Management Policy Division, as delegate of the Minister for Energy, Environment and Climate Change

- Approve the grant of this Lease;
- Approve the terms and conditions contained in this Lease

[Signature] Dated: 12/5/17



This copied document to be 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 1

- 1 **LANDLORD:** MOUNT BULLER AND MOUNT STIRLING ALPINE RESORT MANAGEMENT BOARD
Alpine Central, Summit Road, Mount Buller 3723
- 2 **TENANT:** KOOROORA HOLDINGS PTY LTD (ACN: 111 268 752) of Level 4, South Tower, 525 Collins Street, Melbourne 3000
- 3 **ALPINE RESORT** MOUNT BULLER
- 4 **LAND:** ALL THAT piece of land being Crown Allotment 3-5, The Avenue, Section A, Parish of Changue East, County of Wonnangatta within the Mount Buller Alpine Resort and containing by admeasurement 2,721m² more or less and being the land delineated and enclosed with thick lines on the plan annexed hereto.
- 5 **COMMENCEMENT DATE:** 1 November 2017
- 6 **TERM:** 5 years
- 7 **RENT:** \$82,250 per annum
- 8 **PERMITTED USE:** Commercial premises including bar, restaurant, retail and accommodation
- 9 **FURTHER TERM:** N/A
- 10 **REVIEW DATE(S):**
 - (a) CPI Review: Annually on 1 November except where Market Review applies;
 - (b) Market Review: 1 November 2020 and every 3 years thereafter
- 11 **NAME AND NOTICE ADDRESS:** Mount Buller & Mount Stirling Alpine Resort Management Board
Post Office, Mount Buller 3723
- 12 **INSURED SUM:** \$20,000,000
- 13. **HEADWORKS CHARGE:** (Service Charge Infrastructure Fee)
 - (i) in accordance with Board policy, at the rate of \$3,240 per bed (or such other amount as may be decided by the Landlord from time to time) for every bed installed on the Premises over and above the 131 beds currently registered to the site;
 - (ii) Any Headworks Charge levied on Tenant Works on the Land as determined by the Landlord from time to time.

ADVERTISED PLAN



This copied document to be 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 2
RENT REVIEW
PART A – MARKET REVIEW

The Landlord may review the annual rent on each Review Date when there is to be a Market Review as follows;

- 1 Not earlier than three months before the Review Date and not later than sixty days after the Review Date the Landlord must give the Tenant notice of the new rental it proposes be paid by the Tenant during that period or part thereof being the rent advised to it by its valuer.
- 2 Time shall not be of the essence in respect of the Landlord's rent review notice and any delay by the Landlord in giving notice will not affect the Landlord's rights.
- 3 Within thirty days of being notified in writing of the proposed new rent the Tenant may give to the Landlord written notice of objection to the proposed new rent and within a further thirty days from the notice of objection supply the Landlord with a rent valuation from a qualified valuer who is a member of the Australian Property Institute. If no notice of objection is given or if notice is given and no rent valuation is supplied the new rent will be the new rent as proposed in the Landlord's notice.
- 4 If within thirty days from the lodgement with the Landlord of the Tenant's rent valuation the Landlord and the Tenant are unable to agree on the new rent and a conference of the Landlord's and Tenant's valuers has failed to result in agreement on the rent the new rent shall be determined by a valuer nominated by the President for the time being of the Australian Property Institute (the **nominated valuer**) who in making a determination, must accept representations from either Party received within twenty one days of the appointment.
- 5 The decision of the nominated valuer will be final and binding and the nominated valuer's costs and fees must be paid by the parties equally.
- 6 Until the new rent is agreed or determined the Tenant must pay rent at the rate applicable immediately prior to the date fixed for review until such time as the new rent is determined.
- 7 After the new rent is determined the Tenant must pay to the Landlord or the Landlord must refund to the Tenant the difference if any between the amount of the new rent paid since the date fixed for review.

Method of Determination:

- 1 In determining a new rent for the Land the nominated valuer must as nearly as possible determine the open market rent value on the date when that rent is to apply for the Land having regard to the following matters:
 - (a) act as an expert and not as an arbitrator and his decision will be final and binding on the parties;



2

- (b) there is a reasonable period within which to negotiate the new rent having regard to the nature of the property and the state of the market;
- (c) the Landlord and the Tenant are well acquainted with the Land and aware of any factors which might affect its value.
- (d) The length of the Term and the period between rent reviews.
- (e) The terms and obligations of the Lease.
- (f) The highest and best use for the Land.
- (g) The rental of comparable land
- (h) Rents paid to the Tenant under any sub leases or licences

This copied document to be 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
PLAN**

but must disregard the value of the Tenant's Improvements and the goodwill of the Tenant's business.



PART B – CPI REVIEW

- 1 Where there is a CPI Review the rent payable from the relevant Review Date will be determined in accordance with the formula:

(z) a
(y)

where

“a” is the Rent payable in respect of the year immediately preceding that Review Date;

“z” is the value of the Index Number of the quarter ending within three months immediately preceding that Review Date; and

“y” is the value of the Index Number for the quarter ending within three months immediately preceding the immediately preceding Review Date or, in the case of the initial Review Date the corresponding quarter preceding the Commencement Date

For the purposes of the formula “Index Number” means the All Groups Consumer Price Index, Melbourne issued by the Australian Bureau of Statistics (or its successor body) for the quarters ending on the last days of March, June, September and December (CPI).

- 2 If the CPI is discontinued or is calculated from a different base year or by reference to a significantly different basket or if it becomes impossible by reason of any change in the method used to compile the CPI or for any other reason whatsoever to calculate the reviewed rent by reference to the CPI or the CPI ceases to be published then the Landlord and the Tenant must use their best endeavours to agree upon another index (“the Substitute Index”) in substitution for the CPI. If the parties cannot agree on the Substitute Index within fourteen days of either party notifying the other that it considers it necessary to nominate a substitute index or if there is a dispute as to whether a substitute index is required then either party may request the President of the Institute of Actuaries of Australia to nominate an independent consulting actuary to determine the dispute or to nominate a Substitute Index (as the case may be). The independent consulting actuary shall act as an expert and not an arbitrator and his decision shall be final and binding on the parties. The fees of the independent consulting actuary shall be paid equally by the parties and he shall be requested to make his determination within fourteen days of his appointment.
- 3 If the annual rent to apply after any CPI Review has not been ascertained by the relevant Review Date then the Tenant will continue to pay to the Landlord the rent payable immediately prior to the Review Date until the reviewed rent has been determined whereupon the Tenant shall immediately pay to the Landlord the amount necessary to ensure that the Landlord receives the reviewed rent from the Review Date or, if the Reviewed Rent is less than the rent paid prior to the Review Date, the Landlord will credit the difference to the Tenant’s rent account.
- 4 Any Reviewed Rent payable pursuant to this schedule shall be payable at the times and in the manner set forth in this Lease or any variation or extension thereof otherwise relating to the payment of rent.

This copied document to be 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
PLAN**



This copied document to be 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 3 FURTHER OBLIGATIONS

1. Tenant as Trustee

- 1.1. If the Tenant is entering into this Lease as trustee, the Landlord is not bound by the provisions of the Trust, nor to have regard to the terms or provisions of the Trust, or rights of any beneficiaries under the Trust. This Lease does not constitute an acknowledgement, or acceptance by Mount Buller & Mount Stirling Alpine Resort Management Board that:
- 1.1.1. it has any obligation to give any notice under the Lease to any beneficiary of the Trust referred to, or to any Trustee of the Trust referred to in the Lease;
- 1.1.2. it is or shall be limited or restricted in the event of it seeking execution of any order, judgment, or claim against the Tenant (and/or its successors) in the Lease only to the assets of the Trust referred to.
- 1.2. Wherever and whenever the Landlord is authorised, or bound by this Lease or by law, to give, or is bound to give, any notice or demand to the Tenant, unless otherwise expressly provided in this Lease, the Landlord is not bound to give any such notice or demand to any beneficiary or potential beneficiary of any trust of which the Tenant is or may be the trustee.
- 1.3. The Tenant agrees to indemnify the Landlord in respect of any claim or action brought by any person against the Landlord, or in respect of any order or judgement made against the Landlord, by or in favour of any beneficiary or other person pursuant to or relying on any trust of which the Tenant is or may become trustee

2. Open for Business

- 2.1. The Tenant must keep the Premises open for business during the Snow Season and during such other period as the Landlord requires.

3. Water Meter

- 3.1. The Tenant will, if required by the Landlord and at the Tenant's cost, install a water meter in accordance with specifications and requirements set by the Landlord.

4. Water Code

- 4.1. The Lessee agrees to comply with the obligations of a Water Code as determined by Mt Buller Mt Stirling Resort Management and amended from time to time. The Lessee acknowledges that this may require capital and/or operational improvements to the site in support of the intentions of such Water Code.

5. Redevelopment of the land

- 5.1. Prior to any redevelopment of the Land the Tenant will ensure that the current facilities are properly maintained to comply with relevant Essential Safety Measures and in a contemporary manner befitting an alpine resort.



5.2. The tenant has obtained Planning Permit PA1500054 dated 19 December 2016 for the development of the Land including a six storey building comprising accommodation, retail, nightclub, restaurant and associated provisions (Planning Permit).

5.3. The parties acknowledge the intention of this Lease is to facilitate redevelopment of the site as contemplated by the Planning Permit, which includes staging if required. The Landlord and Tenant must agree on the terms and conditions of an Agreement to Lease (ATL) within twelve months of the Commencement Date of this Lease, such ATL to run concurrently with this Lease and which must provide for:

5.3.1. the final design and programming of Works; and

5.3.2. the grant of a further lease will be in accordance with the Alpine Resorts leasing policy and subject to Ministerial approval.

This copied document to be 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
PLAN**



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

APPENDIX ONE
(PLAN OF LAND)

MOUNT BULLER ALPINE RESORT RESERVE (PERMT.)	
ADVERTISED PLAN	
NOTATIONS: C.A.'S 3, 4 & 5, SECTION A LIE WHOLLY WITHIN THE MOUNT BULLER ALPINE RESORT RESERVE (PERMANENT) THE AVENUE IS NOT A GOVERNMENT ROAD OR A PUBLIC HIGHWAY	
Prepared from: OP 121957	
I, PATRICK T. MEEHAN of 90 CAMBERWELL RD HAWTHORN EAST certify that this plan correctly represents the information obtained by me from the sources indicated on this plan.	
Date 21/08/2012 <div style="float: right; text-align: right;"> Licensed Surveyor, Surveying Act 2004 </div>	
Examined K. TRAN 23/08/2012	PLAN FOR LEASE PURPOSES
 SURVEYOR-GENERAL DATE 29.8.2012	COUNTY OF WONNANGATTA PARISH OF CHANGUE EAST SECTION A CROWN ALLOTMENTS 3, 4 & 5
OFFICE OF SURVEYOR-GENERAL VICTORIA DEPARTMENT OF SUSTAINABILITY AND ENVIRONMENT	SCALE LENGTHS ARE IN METRES
	ORIGINAL SCALE 1:500 SHEET SIZE A4
File Ref. PO-14264	OP123241 NS

8.3 Geotechnical Advice

This copied document to be 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
PLAN**

2 December 2020

Michael Monester
Grollo Group
344 Mansfield St,
Thornbury, VIC 3071

**ADVERTISED
PLAN**

Dear Sir,

**RE: PRELIMINARY GEOTECHNICAL ASSESSMENT FOR KOOROORA CHALET
EXTENSION**

1. INTRODUCTION

It is understood that the Grollo Group plan to extend the existing western building by adding an additional floor. This will mean the height of the western building would then match the existing apartment block over the car park. It is understood that the Department of Environment, Water and Planning (DEWLP) requires an assessment of the geotechnical stability of the proposed works.

This letter is presented as an addendum to the original geotechnical assessment for the site prepared by AS James Pty Ltd and presented in their report no. 117035 "Geotechnical Investigation Kooroora Hotel Sites 3 – 5 Mt Buller" dated 9 November 2015.

2. SITE CONDITIONS

The previous investigation at the site indicates that the building are founded on predominantly slightly weathered to fresh basalt of Tertiary age known as the Older Volcanics Basalt. This rock has been assessed as having a maximum bearing pressure of:

- 1200kPa for strip footings;
- 1000a for pad footings; and
- 1500kPa end bearing for piles.

3. RISK ASSESSMENT

The types of stability remain as previously assessed. The current maximum load due to the existing western building is less than 500kPa. The additional load due to the proposed extension

will be less than 250kPa with a resultant total maximum load of less than 750kPa. This is within the existing foundation design loads and is considered unlikely to increase the existing assessment of risk to life and property.

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

4. CLOSURE

We trust this meets your present needs. Should you require clarification of any aspect of the report, please contact the undersigned.

For and on behalf of Phil Styles & Associates Pty Ltd

Philip Styles

Principal Engineering Geologist

RPGeo 10,087

Distribution: Original held by Phil Styles & Associates
1 electronic copy Grollo Group

ADVERTISED PLAN

8.4 SEMP (with update timelines)

This copied document to be 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
PLAN**

SITE ENVIRONMENTAL MANAGEMENT PLAN (SEMP)

Kooroora Redevelopment, Mt Buller

Prepared by Biosis Pty Ltd for the Grollo Group

This copied document to be 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 be in any way inconsistent with the above.

A Site Environmental Management Plan (SEMP) is a document detailing the potential environmental impacts of a proposed use and/or development and the ways that these impacts may be reduced by management strategies and practices. The provision of a SEM is triggered under Schedule 1 and Schedule 2 of the Comprehensive Development Zone contained within the Alpine Resorts Planning Scheme.

OBJECTIVES OF A SEM

The objectives of a SEM are to address environmental, planning scheme and rehabilitation requirements and ensure that applicants are accountable for preventing or mitigating any environmental impacts.

THE PROCESS

A SEM must be endorsed by the responsible authority (the Minister for Planning) prior to the commencement of any building or works. Endorsement may include approval by the relevant Resort Management Board (RMB), the Department of Environment, Land, Water and Planning (DELWP) and the relevant Water Authority.

SUBMISSION

Ensure that you submit the following as part of your SEM package:

Part A - SEM Cover Form, including supporting attachments such as photographs and reports, if required – SEE ATTACHED

Part B - Site Construction Management Plan, including a detailed drawing identifying environmental measures referenced in the SEM Cover Form and documentation addressing the performance standards – SEE MAP ATTACHED

Part C - Site Rehabilitation Plan including a detailed drawing identifying revegetation requirements and rehabilitation areas and other necessary documentation – See Part C

Please note:

The planning scheme may require additional information to be attached to fully describe the site and works such as:

- Flora, fauna and No Net Loss assessments – SEE ATTACHED ASSESSMENT OF NATIVE VEGETATION IMPACTS FOR THE KOOROORA DEVELOPMENT (Biosis, 2015a)
- A Cultural Heritage Due Diligence Assessment – SEE ATTACHED CULTURAL HERITAGE DUE DILIGENCE ASSESSMENT FOR KOOROORA, VICTORIA (Biosis, 2015b)

A copy of the endorsed SEM must be kept on site at all times during the construction period.

Failure to comply with a SEM can result in enforcement action.

Document control

Version	4.0 (Final)
Internal reviewer	BRH
Date issued	26 November 2020

PART A

SITE ENVIRONMENTAL MANAGEMENT PLAN:

Kooroora Redevelopment, Mount Buller

This document is to be 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.

Site Location

The Kooroora site is located in the centre of the Mount Buller Alpine Resort village, in north east Victoria. The site comprises allotments commonly known as 1, 3 and 5 Village Square; and 4 and 5 The Avenue, Mount Buller. The site is bound by The Avenue to the south, the Village Square to the north, Buller Central to the west and the resort transport interchange to the east.

The site is located on leased Crown land parcels within the Mount Buller Alpine Resort and included in Allotments 3, 4 and 5 Section A, Parish of Changue East.

See attached Construction Management Plan (CMP) for site location information (Figure 1).

**ADVERTISED
PLAN**

Project Description

The Kooroora Redevelopment is a staged development comprising two stages. Stage 1 comprises a basement and two ground floor buildings. Stage 2 comprises the remainder of the development including 4 levels above the two ground floor buildings generally in accordance with the approved staging plan TP2.09 Rev A (20/08/2018) prepared by Interlandi Mantesso Architect (IMA), this includes the 2020 amendments to the endorsed plans. Four existing scattered trees (Snow Gums consisting 1 clump of 3 trees and a single tree) will be retained as part of the proposal.

Garbage collection and storage will be in accordance with RMB requirements.

Materials proposed for the hotel includes are detailed on the endorsed architectural plans prepared by IMA.

As there is already accommodation on the site, reticulated services are currently available. Services infrastructure will need to be up graded to cater for the proposed development. This will be done in discussion with the relevant service providers and the Mount Buller Mount Stirling Alpine Resort Management Board (RMB).

Project Management

Grollo Group is the project proponent and has led the design and planning phases of the project.

The construction phase of the project will be managed by the Grollo Group and they will be contactable on a 24 hour basis during construction works.

Project Manager:

Name: Michael Monester*
Address: 525 Collins St, Melbourne, VIC 3000
Telephone: 03 8480 0400
Mobile: 0418 555 065
Email: michael@grollogroup.com.au

*This is subject to change on appointment of building contractor.

The Project Manager or Site Supervisor must:

- Be present at a site induction
- Ensure all personnel (including contractor/sub-contractors) are aware of contents of SEMP

- Be available for on site meetings when required
- Ensure compliance with the SEMP.

This copied document to be 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

Construction Schedule

An indicative construction schedule is outlined in Table 1. These timeframes will be subject to change dependant on obtaining planning approval.

Table 1: Construction schedule, Kooroora Redevelopment

Stage1 (Subject to timing of planning approval)	Date/timing
Demolition of existing buildings	Oct 2018
Construction of benching, drainage and retaining structures on cut/fill batters	Nov 2018-Apr 2019
Construction of Basement and ground floor as shown on the approved staging plan TP2.09 Rev A (20/08/2018) prepare by IMA	Nov 2018-Apr 2018
Removal of litter, loose debris, temporary sediment control structures and construction waste	April-May 2018
Site rehabilitation as per Part C of this SEMP	April-May 2018
Stage2	
Construct remainder of the approved development including the 1 st , 2 nd , 3 rd , and 4 th Floor and roofs as shown on the approved staging plan TP2.09 Rev A (20/08/2018) prepare by IMA and includes the 2020 amendments to the endorsed plans for Stage 2.	October 2019 – April 2022
Removal of litter, loose debris, temporary sediment control structures and construction waste	April-May 2022
Site rehabilitation as per Part C of this SEMP	April-May 2022

ADVERTISED
PLAN

Construction will be halted where severe weather conditions are forecast or experienced (e.g. fire, flood, severe thunderstorm or wind warnings issued by the Bureau of Meteorology).

A site induction will be held consistent with standards outlined in the accompanying CMP prior to the commencement of the project.

Construction Techniques/Activities

The construction activities will be done using traditional methods for the Alpine Resorts. The existing Snow Gums on the site will be retained during the construction process. The remainder of the vegetation (exotic grasses) will be removed by machinery during demolition and site preparation works. Excavations will be undertaken using tracked excavators. All construction will be undertaken in accordance with the SEMP and CMP.

Construction activity will occur from October to the end of April each year with the site cleaned up and secured for the snow season.

At completion of buildings and works the sites will be landscaped/ rehabilitated following litter removal, removal of loose debris from disturbed surfaces, removal of any temporary sediment control structures and removal of any construction waste or flagging tape. A rehabilitation program is provided in Part C of this SEMP.

Environmental Risks

Each environmental risk is described below in Table 2 with relevant responses.

Table 2: Environmental risk, Kooroora Redevelopment

	Measures to address risk
1. Local erosion and sedimentation as a result of exposed soil in the immediate vicinity of the construction areas.	<p>Sediment traps (such as silt fences, weed free straw bales or sediment socks) will be installed across existing stormwater drains and other disturbed areas as shown on the CMP and downslope of any stockpiles to intercept sediment laden run-off and minimise any impacts on surrounding vegetation.</p> <p>Sediment control measures will be checked and maintained at regular intervals (daily during construction and after rainfall events greater than 10 mm in a 24 hour period).</p>
2. Removal of native vegetation beyond the approved construction area.	<p>Access/egress to the building construction sites will be via predefined and marked routes. No new access will be created outside the construction area.</p> <p>The location of the proposed buildings and associated works will be clearly marked on site to ensure no native vegetation (i.e. the 4 existing Snow Gums consisting a clump of 3 and a single tree) is removed.</p> <p>The existing Snow Gums are identified on the CMP that forms part of this SEMP and will be identified on site to be retained.</p>
3. Introduction of pest plants (weeds) and soil pathogens.	<p>Prior to works commencing any machinery, equipment and PPE introduced into the Resort will be washed down to remove soil and weed seeds / propagules, using a wash down facility approved by the RMB.</p> <p>All equipment that has been previously contaminated with soil material will be washed down off-site with Phytoclean anti-fungal solution prior to works commencing.</p> <p>All construction materials must be certified free of contamination by pest plant seeds / propagules or soil pathogens.</p> <p>All works contracts are to specify the contractor is responsible for prevention or follow control of any pest plant or pathogens introduced to the site.</p>
4. Destruction of threatened flora or their habitats. Impacts to threatened ecological communities.	<p>The proposed development area has been assessed by a professional ecologist and the development avoids and minimises impacts to significant flora species as they are not present on site due to its highly disturbed nature.</p> <p>The four remnant Snow Gums on the site are to be retained and protected during construction by means of temporary fencing. Fencing must be installed before construction work commences and the fenced areas treated as no-go zones (see CMP).</p> <p>Sub-surface rock (>0.2 m in diameter) or piles of rock disturbed during construction should be stockpiled and set-aside for Mountain Pygmy-possum habitat recreation elsewhere within the Resort to the satisfaction of the RMB.</p> <p>No large loose or embedded rocks will be disturbed in rocky outcrop habitats beyond construction areas.</p>

This copied document to be 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
PLAN**

	Measures to address risk
<p>5. Disturbance or injury to terrestrial wildlife.</p>	<p>All open trenches will be filled in at the end of each day where possible. Where this is not possible open trenches will be inspected by the site supervisor each morning to ensure no wildlife has been trapped.</p> <p>If injured wildlife is encountered the project manager will be immediately notified and a licenced wildlife handler/carer or local veterinarian will be consulted.</p> <p><i>Wildlife Victoria – ph. 1300 094 535.</i></p>
<p>6. Bushfire.</p>	<p>No construction works will take place on days of total fire ban (TFB) or days with a fire danger rating of Code Red, Extreme or Severe (days when/ if a fire starts, it cannot be expected to be easily controlled).</p> <p>During the fire danger period, the use of spark or flame emitting equipment such as grinders and welders, or risks posed by hot exhausts on chainsaws and machines, will be monitored by a spotter equipped with a fire extinguisher, rake hoe and suitable water supply.</p> <p>No fires will be lit for cooking or warmth by the contractor within the construction site or on the property at any time. Cigarette smoking also poses a risk of bushfire ignition and this risk must be managed by the contractor.</p> <p>The contractor will be responsible for developing an OHS and emergency plan to deal with issues such as bushfire.</p> <p>All requirements relating to bushfire are to be included in contract specifications.</p>
<p>7. Pollution and litter.</p>	<p>All litter or waste materials introduced to the work site will be removed on a daily basis or secured appropriately against dispersal beyond the site, for legal disposal at a later date.</p> <p>The works do not require the specific use of any hazardous substances other than machinery fuels and oils.</p> <p>No toxic or potentially environmentally harmful substances such as paints, herbicides, pesticides and will be used on site unless consent is given in writing by the Project Manager.</p> <p>No fuels, oil or any potential harmful substance will be stored or used on site without the prior written consent of the Project Supervisor.</p> <p>All refuelling shall be conducted at least 30m away from waterways using suitable containers and funnels or a built for purpose fuel tender that is in good condition and does not have defects or leaks. The tender vehicle must have materials at hand to manage and clean up any spill incidents. The Project Manager must inspect the condition of any fuel tender before access is granted to the construction site.</p> <p>Machinery servicing and oil changes will not be performed on-site without the written consent of the Project Manager. The Project Manager will specify measures to manage risks associated with any machinery servicing.</p>

This copied document to be 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
PLAN

	Measures to address risk
8. Community concern for environmental protection during works.	Communicate project plan with community; provide SEMP to the public.
9. Failure of rehabilitation works	Follow up visual inspections of rehabilitation works and vegetation establishment / recovery to assess the success of soil, slope and vegetation stabilisation Reinstatement of failed rehabilitation works Clauses relating to reinstalment rehabilitation failure to be included in the contract specification.
10. Inadvertent environmental damage or works without necessary permits. Non-compliance with Environmental Legislation	Ensure all required permits have been obtained and that design meets any permit or other legislative requirements for the works. Ensure all personnel are aware of the permitted works activities and the extent of the construction site.

This copied document to be 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 PLAN

Site Environmental Values

An assessment of the native vegetation within the Kooroora Redevelopment site has been prepared and accompanies the planning permit application; refer to Biosis (2015a). The site inspection indicated that there were no existing remnant patches of native vegetation within the leasehold site. Areas that are not occupied by buildings are dominated by introduced species including Cocksfoot *Dactylis glomerata*, Spear Thistle *Cirsium vulgare*, White Clover *Trifolium repens*, Flatweed *Hypochaeris radicata*, Dock *Rumex crispus* and Brown-top Bent *Agrostis capillaris*. Disturbance tolerant indigenous species were present on site at very low cover levels (e.g. Ledge-grass *Poa hothamensis*).

Four scattered trees were recorded at the rear of the existing building. All trees were White Sallee, *Eucalyptus pauciflora* subsp. *pauciflora*, which is common within the Alpine Resort and is the dominant canopy species of the Sub-alpine Woodland ecological vegetation class (EVC 43). The ground layer beneath these trees supports mown grassed areas dominated by introduced species. These Snow Gums are proposed to be retained on site.

A Cultural Heritage Due Diligence Assessment was undertaken for the Kooroora site (see Biosis 2015b). This assessment provided the following statements:

- That there is no requirement for a mandatory Cultural Heritage Management Plan (CHMP) to be undertaken prior to issuing statutory approval for the proposed buildings and works.
- That there is no recommendation for the development of a voluntary CHMP prior to issuing statutory approval for the proposed buildings and works.
- There are no requirements for a historical heritage assessment prior to the proposed activity.
- The Aboriginal heritage investigation documents modern significant ground disturbance across the entirety study area, such that the presence of any historical heritage material is highly unlikely. No voluntary historical heritage measures are warranted given this level of disturbance.

In the unlikely event that unexpected Aboriginal cultural heritage is found during the course of works, all activity should stop within the vicinity of the find and the Secretary of the Office of Aboriginal Affairs Victoria and the Registered Aboriginal Party should be contacted to determine if the material constitutes Aboriginal cultural heritage, and how to proceed if this is the case.

Project Monitoring

The environmental risks associated with construction will be monitored on a regular basis. The Project Manager and Site Supervisor will be responsible for undertaking a general daily assessment of positive and negative impacts during the construction program and appropriate photographic records will be kept. Specialist advice on environmental issues will be sought as required from a suitably qualified environmental professional during the construction period.

The Project Manager will supply an informal monthly report to DELWP (Biodiversity and Planning) during the construction phase. This report will take the form of an email or phone call, and cover issue such as:

- Construction progress
- Timelines
- Any environmental issues encountered
- Responses implemented to address issues
- Dated photographs of key issues and responses.

The construction monitoring program for identified environmental risks is outlined in Table 3.

Table 3: Site and environmental risk monitoring, Kooroora Redevelopment

Risk	Monitoring response	Frequency of monitoring	Responsibility
1. Local erosion and sedimentation as a result of exposed soil in the immediate vicinity of the construction areas.	Visual inspections of construction progress; maintaining the construction area, stockpile/lay down areas and installation/maintenance of sediment control devices.	Daily	Project Manager and Site Supervisor
2. Removal of native vegetation.	Visual inspection and photo record of pre- and post-construction.	Daily inspections and monthly photographs	Project Manager and Site Supervisor
3. Introduction of weeds and soil pathogens.	Follow up visual inspections to detect weed germination and signs of soil pathogen infection.	Weekly during construction and monthly for 1 year after construction completion.	Project Manager
4. Destruction of threatened flora or their habitats. Impacts to threatened ecological communities.	Visual inspections to ensure no removal of native vegetation is carried out i.e. four Snow Gums..	As required at construction area mark out and when construction/ native vegetation removal commences	Project Manager
5. Disturbance to terrestrial wildlife.	Visual inspections by the Project Manager during construction where trenches/ footings have been left open over night.	Daily, prior to construction commencing or trench/ footings back filling.	Project Manager
6. Bushfire.	Have a spotter observing any welding or grinding operations, and when machinery with hot exhausts are in use	As required during and after such works	Site Supervisor
7. Pollution and litter.	Visual inspections of storage and machinery/equipment lay down areas.	Daily	Site Supervisor
8. Failure of rehabilitation works.	Follow up visual inspections of rehabilitation works to assess the success of soil and vegetation stabilisation.	Weekly during construction and monthly for 1 year after construction completion.	Project Manager

This copied document to be 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
PLAN

Declaration

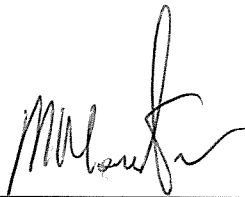
I agree to ensure that:

- ✓ All site and environmental protection measures outlined within the approved SEMP will be adhered to.
- ✓ All endorsed plans will be adhered to.
- ✓ All site rehabilitation and revegetation works will be undertaken in accordance with the approved SEMP.
- ✓ Prior to construction personnel commencing work, the site supervisor will ensure:
 - ✓ An appropriate site induction has been undertaken.
 - ✓ Equipment/Plant will be serviced off-site.
 - ✓ All equipment will be cleaned and free of vegetation, soil and seed prior to being brought on to the site and prior to leaving the site.
 - ✓ Approval from the Resort Management Board will be obtained prior to any out-of-hours work occurring. Written notification will be provided to local residents when out-of-hours work is occurring.
- ✓ Provision of new service connections and upgrading of existing services will be undertaken in a timely manner with minimal on-site and off-site impacts and with prior approval of the RMB and services providers.
- ✓ Advice will be obtained from the 'Dial Before You Dig' service to determine the location of existing services onsite

This copied document to be 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 PLAN

Michael Monester



Full Name

Signature

Date: 5 / 9 / 2018

PART B

SITE CONSTRUCTION MANAGEMENT PLAN

Kooroora Redevelopment, Mount Buller

This copied document to be 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.

One map addressing the CMP requirements for the project is attached to the relevant requirements have been noted in the list below. This CMP map accompanies the SEMP and will be provided to the contractor/ FCRM staff.

The Site Construction Management Plan must include the following information and address all the Performance Standards within Part B:

ADVERTISED
PLAN

a) Construction zone

The construction area is located in the centre of the Mount Buller Alpine Resort village, as indicated on the CMP map.

Location of:

- o neighbouring buildings (including setbacks) – Existing buildings (chalets, retail premises, the Village Square or other ski accommodation) are shown on the CMP
- o surrounding street network – Vehicle access and street network is provided on the CMP
- o waterways – indicated on CMP
- o site access points – indicated on CMP
- o surface water drainage – indicated on CMP maps, 1:25k hydrology layer
- o native vegetation/trees – site retains native vegetation - see Biosis 2015a
 - o on site/off site
 - o to be retained and protected – four remnant snow gums and all areas out side of project area indicated on CMP
 - o to be removed or lopped – no native vegetation is to be removed

b) Proximity to areas such as: – indicated on CMP map

- o rare or threatened species habitat
- o soil and geotechnical hazards
- o any other significant sensitive natural features

c) Easements – not applicable

d) Existing service locations and protection measures – Services exist – Contractor responsibility

e) Storage areas for: – indicated on CMP map

- o construction vehicles
- o construction materials
- o waste
- o stockpiles

f) Location of any temporary site offices/lunchrooms (if applicable) – indicated on CMP or determined by Project Manager as the works progress.

g) Topography/slope of the land – indicated on CMP maps, 1:25k topography layer

h) Sediment control measures – see CMP maps and sediment control section of SEMP

i) Stormwater drainage measures – see CMP maps and sediment control section of SEMP

j) Staging of works (if applicable) – Two stages indicated on the CMP

k) Location of on site green waste storage – Green waste and excess soil to be removed from the site and stored in a location approved by the Mt Buller Mt Stirling Alpine Resort Management Board.

l) Location of on site vehicle wash down location – to be done off-site at locations approved by the Mt Buller Mt Stirling Alpine Resort Management Board in accordance with SEMP, if machinery from outside of the resort is to be used it is to be washed down prior to entering the resort.

PART B - SITE CONSTRUCTION MANAGEMENT PLAN PERFORMANCE STANDARDS

This copied document to be 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 that which any copyright

Site Induction

An induction must be undertaken by the site supervisor as required by the responsible authority. Prior to the commencement of any building or works the site supervisor is responsible for ensuring that an appropriate induction is provided to all construction personnel in conjunction with the relevant RMB. The Alpine Resort Management Board.

Construction Zone and Vehicle Access

- Prior to the commencement of any building or works, the extent of the construction zone, including pedestrian, vehicle and machinery access must be clearly defined both on the plan and physically on the site.
- All buildings and works must be confined to the defined construction zone.
- Access should be confined to designated access tracks and pathways, and as far as practical utilise existing disturbed areas. Access must not be over adjoining leasehold sites. Access areas, both vehicular and pedestrian, must be stabilised to prevent sediment loss (e.g. with crushed rock).
- If using porous materials (e.g. crushed rock) it should be contained by edging or boxing. Where suitable, porous material should be free of fines to allow for free drainage and to minimise the risk of sediment transport.
- Vehicular and machinery maintenance is not to occur on site.

ADVERTISED
PLAN

Threatened Species

- The presence of rare/vulnerable/threatened species should be recognised on site and the necessary protection measures put in place.
- If any threatened species are identified on the site, as listed in the *Flora and Fauna Guarantee Act 1988* (FFG Act) or the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act), there are specific requirements that must be met which are outside the planning permit or associated assessment process. These requirements must be defined and adhered to as applicable.
- If the FFG Act is triggered, consultation with DELWP is required and if the EPBC Act is triggered, consultation with the relevant Federal Government department is required.

Easements and existing service locations

- Contact the 'Dial Before You Dig' service (phone 1100 or web www.1100.com.au) and the relevant RMB to identify where all existing services and infrastructure are located on site
- Contact the relevant service utility/planning authorities to determine what measures need to be implemented to best protect the asset. (For Information regarding Telstra: Telstra Network Integrity Services 1800 810 443)

Storage Areas for Building Materials and Waste Storage (on and off site)

- The storage of all equipment, waste and building materials must be contained within the areas defined on the Construction Management Plan.
- Construction areas must be kept free of litter at all times.
- Adequate and appropriate waste bins must be provided on site, with locations to be determined in conjunction with the relevant RMB. If waste bins are to be located off site, written approval from the RMB is required.
- Waste must be transported to an appropriate off-site transfer station, recycling centre or land fill, to be determined in consultation with the relevant RMB.
- Waste is to be collected when waste bins are full.
- Waste is to be reduced by selecting, in order of preference, avoidance, reduction, reuse and recycling methods. Construction should involve the reuse of materials and the recycling of waste wherever possible.

- No waste may be disposed of on site.
- Chemicals and fuels stored on site must be kept to a minimum. If stored on site, bunds must be installed to reduce the potential damage caused by spills.
- All equipment, construction materials and waste must be removed from the site as part of site clean up works.
- Preparation of a Waste Management Plan in conjunction with the relevant RMB is encouraged to help achieve compliance with the relevant performance standards.
- No fire is to be lit on site without RMB approval.

This copied document to be made available for the purpose of obtaining its consideration and review as part of RMB applications under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright

Sediment Control Measures

- Sediment run-off controls and drainage around all construction areas must be established prior to commencement of any building or works.
- Sediment traps must be designed, installed and maintained to maximise the volume of sediment trapped from the site during construction.
- A mulch of fibre matting, shredded plant material from the site or certified weed free sterile straw, preferably from a pasture fescue crop, must be maintained on exposed areas until adequate plant cover is produced.
- Grading, excavation and construction must not proceed during periods of heavy rainfall.
- Sediment control measures must have a size and capacity to withstand the flow of a one in five year storm event.
- All sediment control measures must be maintained during construction and inspected prior to (and after) rain events to ensure they are functioning properly.
- Topsoil must be kept separate from sub-soil when stockpiling soil, and covered with an appropriate fabric to minimise loss and sedimentation.
- All loads of soil being taken off site for disposal must be covered.
- Drainage is to be returned to previously existing flow paths, except where specified by a separate drainage report.
- All stockpiles of soil, sand, fertiliser, cement or other fine, loose material must be placed in locations away from drainage lines, roadside channels and culverts unless adequately protected from erosion by diversion drains, bunds or similar works. All stockpiles must be covered.

ADVERTISED
PLAN

Stormwater Drainage Measures

- Any water to be pumped from the site should be filtered before release to ensure that no sediment or weed seeds enter the stormwater system. Energy dissipation measures also need to be in place to guard against potential scouring.
- Natural drainage patterns must not be altered post construction, except through an approved drainage plan.
- Cut-off or intercept drains must be established during construction to redirect stormwater away from cleared areas and slopes to stable (vegetated) areas.
- Stormwater collected by impervious surfaces during construction must be drained via sediment traps to the road drainage system where possible.
- Drip line drainage, including energy dissipation measures, must be installed under eaves to minimise erosion caused by raindrop action and snow shedding.

Management of Pests and Animals

- All construction vehicles and equipment must be cleared of soil and organic matter to remove seeds prior to arriving on site to prevent the introduction and/or spread of weeds and pathogens.
- Site inspections must be conducted by the site supervisor during and after construction to identify weed species requiring control.
- Building work that uses transported gravel and soil must be monitored to prevent the introduction of exotic species.
- No animals (including dogs) are permitted on site without the prior written consent of the relevant RMB.

Further Guidance:

Department of Environment and Primary Industries

<http://www.delwp.vic.gov.au>

Guidelines for Minimising Soil Erosion and Sedimentation from Construction Sites in Victoria, compiled under the guidance of the Land Disturbance Working Party; by R.J. Garvin, M.R. Knight, T.J. Richmond

Water Sensitive Urban Design Guidelines for Alpine Environments, Dec 2005

EPA's publication 275 'Construction Techniques for Sediment and Pollution Control', available online: www.epa.vic.gov.au, link – Publications and Library

This copied document to be 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
PLAN**

PART C

SITE REHABILITATION PLAN

This section outlines the steps that will be taken to stabilise and rehabilitate the construction area once the proposed buildings are constructed. A description of the rehabilitation process is outlined below.

Type of soil stabilisation to be used on disturbed areas

Top soil will be stock piled and reinstated on disturbed areas.

Soil stabilisation will be ongoing during the construction process. Temporary sediment control traps will be installed and maintained down slope of the construction site (Refer to CMP). These devices are typically staked geo-fabric and will be checked and cleaned weekly or after rainfall events. Once construction has been completed and the excavated areas covered in weed free straw and jute mesh the sediment traps will be removed.

Location of on-site replanting (if applicable), indicating the species and number to be used and approximate area (in square metres) of ground cover species

Replanting will occur in disturbed areas around the buildings.

Schedule of works to undertake:

Soil stabilisation

Excavated areas will be covered with top soil, weed free straw and jute mesh to promote soil stability and reduce sediment runoff once construction of the buildings and associated works have been completed. Large logs and branches removed from the construction site can be used to reduce run off and provide habitat in disturbed areas such as batters etc.

Planting

In the remaining unbuilt areas (those are surrounding the retained Snow Gums on site) within the site boundaries a combination of three (3) species, as approved by the Environment Manager of the Mt Buller Mt Stirling Alpine Resort Management Board will be planted. The combination of species to be planted is as follows:

- *Grevillea victoriae*
- *Dianella tasmannica*
- *Prostanthera cuneata*

The planting density of these species is to be 2 – 4 plants per square metre.

Any other landscaping will be undertaken in accordance with the Landscape Plan required to be submitted prior to the commencement of Stage 2.

Maintenance and extent of monitoring and follow-up works on site

Construction to be monitored daily and weekly during the construction period. The Kooroora Redevelopment Project will be monitored monthly for the first 24 months after commissioning (unless under snow).

Note: Site rehabilitation is separate to any native vegetation offset requirements for native vegetation removal authorised by the planning permit.

ADVERTISED
PLAN

This copied document to be 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.

References

Biosis 2015a. Assessment of native vegetation impacts for the Kooroora development, Mount Buller Alpine Resort. Report for Grollo Group. Authors: Jones C & Looby, M. Biosis Pty Ltd, Melbourne. Project no. 21218

Biosis 2015b. Cultural Heritage Due Diligence Assessment for Kooroora, Victoria. Report for Grollo Group. Authors: Cavanagh, T. and Oatway, K. Biosis Pty Ltd, Melbourne. Project no. 21292

This development must be made available for public use 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
PLAN**

Note: Services including telecoms, water, gas and power exist. The contractor is responsible for identifying and avoiding any services

This copied document is to be 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

- Legend**
- Protected tree
 - Parcel boundary
 - Construction footprint
 - Impact area
 - Plaza
 - Pub
 - Rental / ski hire
- Construction management plan**
- Stockpile
 - Site access
 - Sediment trap
 - Sediment control
 - Tree protection zone
 - No-go area - protected vegetation

Note: Stockpiles, temporary buildings, waste storage, and construction vehicles may access or be placed anywhere within site boundary or in the RMB car park (obtain RMB approval) except within Tree protection zones.

Note: Place sediment traps at storm water drain entry points

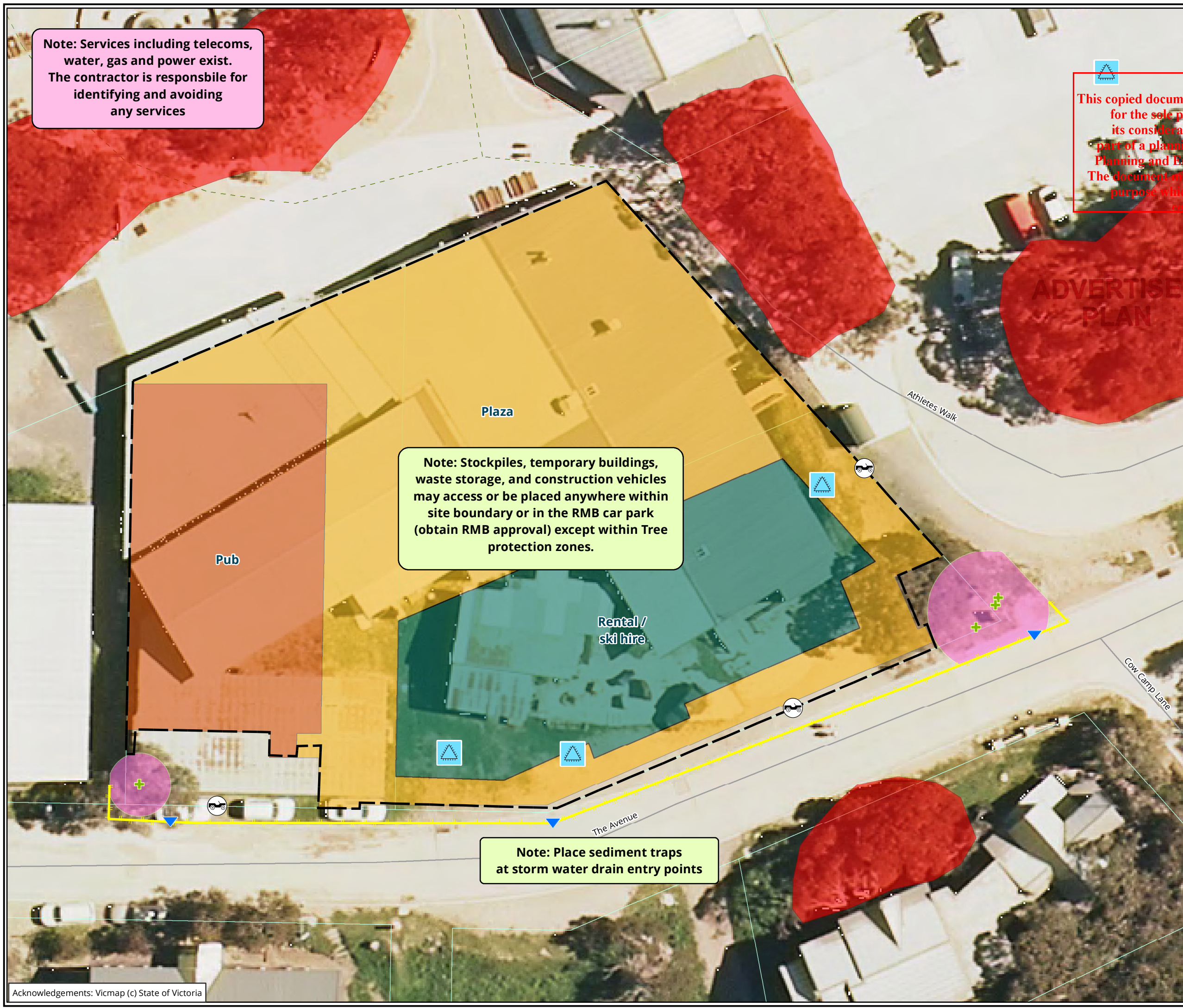


Figure 1: Construction management plan, Kooroora Redevelopment, Mount Buller

0 5 10 15 Metres

Scale: 1:300 @ A3
Coordinate System: GDA 1994 MGA Zone 55



Ballarat, Brisbane, Canberra, Melbourne, Sydney, Wangaratta & Wollongong

Matter: 27947, Date: 05 September 2018, Checked by: BRH, Drawn by: LDM, Last edited by: Imilne Location: P:\27900s\27947\Mapping\27947_F1_SEMP_CMP