

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

Page 1 of 1

VOLUME 11813 FOLIO 273

Security no : 124133179646T
Produced 23/03/2026 01:22 PM**LAND DESCRIPTION**

Lot 1 on Plan of Subdivision 748704Q.
PARENT TITLE Volume 11259 Folio 253
Created by instrument PS748704Q 19/08/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987
AF229952A 26/07/2007

AGREEMENT Section 173 Planning and Environment Act 1987
AS288514E 25/06/2019

DIAGRAM LOCATION

SEE PS748704Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
BA012810Q (E)	CONV PCT & NOM ECT TO LC	Completed	14/01/2026
BA034780X (E)	TRANSFER	Registered	20/01/2026
BA034781V (E)	MORTGAGE	Registered	20/01/2026

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

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 19436D KING & WOOD MALLESONS
Effective from 20/01/2026

DOCUMENT END



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**APPLICATION BY A RESPONSIBLE AUTHORITY FC
RECORDING OF AN AGREEMENT**

Planning & Environment Act 1987



Lodged By: Roberts Clements
Code: 1059H
Name: Pierce Joseph Phelan and Margaret Mary Phelan
Address: 200 Matthews Road, Corio
Phone: (03) 9791 2022
Ref: P930/2006

The Authority, having made an Agreement referred to in s181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

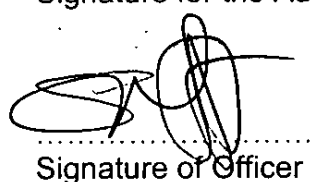
Land: Certificate of Title – Volume (9411) Folio ⁵³³ (535) *RML*

Authority: *City of Greater Geelong Greater Geelong City Council* ^{EW}

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

A copy of the Agreement is attached to this Application.

Signature for the Authority:


Signature of Officer

SARAH WRIGHT
Full name of Officer

17/7/07
Date

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THE CITY OF GREATER GEELONG
("the Council")

- and -

PIERCE JOSEPH PHELAN and
MARGARET MARY PHELAN
("the Owners")

Robert Clements
Legal Practitioner

Tel: 9791 2022
Suite 3, 37 Princes Highway, Dandenong 3175
DX 17525 Dandenong
Fax: 9791 2955
Ref: RPC:TE:05/4899

THIS AGREEMENT is made the 18 day of JULY 2007

BETWEEN:

THE CITY OF GREATER GEELONG
38 Gheringhap Street
Geelong in the State of Victoria 3220
("the Council")



- and -

PIERCE JOSEPH PHELAN and MARGARET MARY PHELAN
of 3 Lucas Street, Caulfield South in the State of Victoria 3162
("the Owners")

RECITALS:

- A. The Owners are the registered proprietors and, for the purposes of the Act, the Owners of the land at 200 Matthews Road, Corio in the State of Victoria being the whole of the land described in Certificate of Title Volume 9411 Folio 533 ("the Land").
- B. The Council is the responsible authority under the Act for the administration and enforcement of the Greater Geelong Planning Scheme, which applies to the Land.
- C. To enable the Land to be subdivided into two (2) lots generally in accordance with the Plans ("the Plans") endorsed as part of and attached to the Owners Planning Permit Application the Council (as responsible authority) on the 9th day of November 2006 issued a Planning Permit containing certain conditions: -

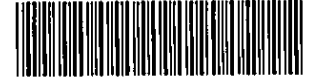
"3. *Prior to the issue of a Statement of Compliance for the subdivision, the subdivider shall: -*

- *Submit for approval, engineer drainage plans prepared by a suitably qualified and experienced person and at the subdivider's expense. The plans should cater for both lots draining to the open drain located in Sutcliffe Reserve, to the north east of the site;*
- *Construct the drainage system in accordance with the approved plan;*

- *Erect an acoustic barrier fence along the perimeter of the Lot 1 abutting the ring road to provide acoustic protection to this lot;*

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all to the satisfaction of the Responsible Authority."

- D. The Owners appealed to the Victorian Civil and Administrative Tribunal against the provisions of condition 3 of the Permit issued by the Council on 9th November 2006 (VCAT Application Number P3224/2006) and the Council and the Owners reached agreement in relation to the appeal at Mediation on 13th February 2007 when it was agreed that clause 3 of the Planning Permit would be amended to read as follows :-

"3. *Prior to the Statement of Compliance for the subdivision, the subdivider shall:*

- *Submit for approval engineer drainage plans prepared by a suitably qualified and experienced person at the subdividers expense for each of the lots to the satisfaction of the responsible authority.*
- *Enter into a S173 Agreement pursuant to the Planning and Environment Act, prepared at the cost of the owner of the land, for: -*
 - i. *The construction of a drainage system in accordance with the approved plans by Council or any alternative approved plans for the specified lot under any alternative planning permit for the specified lot.*
 - ii. *The construction of an acoustic fence along the perimeter of lot 1 abutting the ring road prior to any residential development occurring on lot 1.*

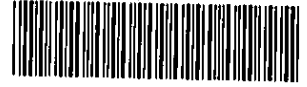
all to the satisfaction of the responsible authority."

- E. The parties enter into this Agreement: -

- (a) to give effect to the agreement reached at Mediation and the amended permit;
- (b) to achieve or advance the objectives of planning in Victoria and the objectives of the Greater Geelong Planning Scheme in respect to the Land and land in the vicinity of it; and
- (c) to enable the Council to issue a Statement of Compliance under the provisions of the *Subdivision Act* in respect of the Plans upon the performance by the Owners of the obligations set out herein.

THE PARTIES AGREE AND COVENANT AS FOLLOWS:**AF229952A**

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**Part 1 - Introduction and Interpretation****1.1 Operation**

Without limiting any operation or effect which this Agreement otherwise has, the Council and the Owners acknowledge that this Agreement is made under Division 2 Part 9 (and, in particular, Section 173) of the Act, with the intent that the burden of the Owners' covenants runs with the land.

1.2 Definitions

In this Agreement, unless the contrary intention appears:

"Act" means the *Planning and Environment Act 1987*;

"Planning Scheme" includes any planning control in the form of or similar to a planning scheme and being a successor to the Greater Geelong Planning Scheme;

"Subdivision" when used as a noun means the subdivision of the Land proposed by the Permit;

"Land" means the land described in Recital A;

"Obligation" includes covenant, liability or entitlement for a person to do something;

"Permit" means the town planning permit described in Recital C;

"The Plan of Subdivision" means the Plan of Subdivision referred to in Recital C.

1.3 Interpretation

In this Agreement, unless the contrary intention appears: -

1.3.1 a word importing the singular includes the plural, and vice versa;

1.3.2 a word importing a gender includes any other gender;

1.3.3 where a word or phrase has a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;

1.3.4 a covenant or obligation on the part of two or more persons binds them jointly and severally;

1.3.5 a reference to the "Council" includes its successors and assigns (including its successors as responsible authority under the Act);

1.3.6 a reference to the "Owners" includes their successors, assigns and transferees in all respects to the whole or any part of the Land;

1.3.7 the word "Owners" (if the Owners hold the Land on a trust capacity) includes the beneficiaries of the trust in relation to which it holds that Land. Where

such a trust relationship exists, the Owners in executing this Agreement do so intending to assume not only personal liability but also to bind the trust for which it acts as a trustee;

1.3.8 a reference to an Act of Parliament, a legislative enactment or a subordinate instrument or provision as amended, re-enacted or re-made (with or without modification) from time to time or a corresponding future Act, enactment, instrument or provision;

1.3.9 headings are for guidance only and do not affect the interpretation of this Agreement.

1.4 *Proper Law*

This Agreement is governed by, and the Owners submit to the jurisdiction of, the laws of the State of Victoria.

1.5 *Commencement*

This Agreement begins immediately upon execution by the parties.

1.6 *Other Documents*

This Agreement is to be read in conjunction with the Permit as amended and any plans submitted to and approved by the Council in relation to the Permit.

1.7 *Termination*

This Agreement will end upon completion by the Council and the Owners of their respective covenants and obligations under this Agreement, or otherwise in accordance with the Act.

1.8 *Reading Down and Severability*

If a provision of this Agreement is void, or voidable by a party, unenforceable or illegal, but would not be so if read down or severed from the Agreement, it must be read down or severed accordingly.

Part 2 - Owners' Obligations

2.1.1 The Owners shall construct on the Land a drainage system or systems in accordance with the drainage plans referred to in clause 3 of the Permit (as amended) or any alternative approved drainage plans for the Land or for either of the lots on the Plans

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pursuant to the Permit or any alternative Planning Permit for the Land or for either of the lots.

2.1.2 The Owners shall construct an acoustic fence along the perimeter of Lot 1 on the Plans abutting the ring road prior to any residential development occurring on the said Lot 1.

2.2 *Titles Office*

No Plan of Subdivision of the Land or any part of it or Instrument of Transfer of the Land or any part of it may be lodged at the Land Titles Office for registration or approval until this Section 173 Agreement and the Section 181 Memorandum have been lodged by or on behalf of the Council and entered on the Certificate of Title to the Land.

2.3 *Disclosure of Agreement*

2.3.1 The Owners must not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first disclosing to its successors the existence and nature of this Agreement.

2.3.2 The Owners shall disclose the full terms of this Agreement to any mortgagee in respect of the Land or any other person having any interest therein.

Part 3 - General

3.1 An obligation imposed on the Owners takes effect as a covenant which is annexed to and runs at law and in equity with the Land and binds the Owners, their successors, assigns and transferees, and the registered proprietor for the time being of whole or any part of the Land.

3.2 *Owners' Warranty*

The Owners warrant that:

3.2.1 they are the registered proprietors (or entitled to be so) if the land;

3.2.2 there are no mortgages, liens, charges or other encumbrances or any rights inherent in any person affecting the Land which are not disclosed by the usual searches; and

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3.2.3 the land has been sold and the Purchaser has been notified of the Permit the Appeal and the Agreement outcome of the Mediation referred to in Recital D above.

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3.3 *General Acknowledgement*

The Council and the Owners expressly acknowledge that any obligation imposed upon the Council under this Agreement does not fetter the future exercise of any statutory discretion by the Council, whether in relation to the Permit or otherwise, and the provisions of this Agreement must be read accordingly.

3.4 *Extended Obligation*

3.4.1 The obligation imposed upon and assume by the Owners is also binding on their successors as if each of those successors had separately executed this Agreement in addition to the Owners.

3.4.2 Without limiting the operation of effect which this Agreement has apart from this sub-clause, the Owners must ensure that their successors:

3.4.2.1 give effect to and do all acts and sign all documents as to require them to give effect of this Agreement; and

3.4.2.2 execute a Deed agreeing to be bound by the terms of this Agreement and, when that is done, this Agreement will continue as if executed by those successors as well as by the parties actually executing it and if the successor's names appeared in each place in which the name of the Owners appear in addition to the name of the Owners.

3.4.3 The obligation imposed on the Owner by Clause 3.4.2 is suspended for such time as their appears a memorandum of this Agreement in the Register Book at the Land Titles Office.

3.5 *Further Documents*

The Council and the Owners will do all things, and prepare and sign all further documents, necessary to give effect to this Agreement and to ensure that this Agreement is fully carried out.

3.6 *Registration*

Without limiting the scope and generality of Clause 3.6, the Owners must do all things necessary to enable the Council, in its discretion, to register this Agreement with the Registrar of Titles in accordance with Section 181 of the Act.

3.7 **Notice**

Any notice or document under this Agreement may be served on the Council or the Owners by being left at or posted by prepaid letter addressed to the person at its or their address stated at the commencement of this Agreement (or any other address which is notified to all parties from time to time) and is conclusively regarded as having been served at the expiration of forty-eight (48) hours from the time of posting.

EXECUTED AS A DEED:

THE COMMON SEAL of GREATER GEELONG CITY COUNCIL was affixed hereto in the presence of:



[Signature]
.....
Mayor

)
)
)
[Signature]
.....
Chief Executive Officer

SIGNED SEALED AND DELIVERED by the said **PIERCE JOSEPH PHELAN** in the State of Victoria in the presence of:

)
)
)
[Signature]
.....

[Signature]
..... (Witness)

SIGNED SEALED AND DELIVERED by the said **MARGARET MARY PHELAN** in the State of Victoria in the presence of:

)
)
)
[Signature]
.....

[Signature]
..... (Witness)

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