



Imaged Document Cover Sheet

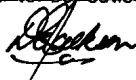

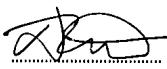

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Document Type	Plan
Document Identification	PS710368S
Number of Pages (excluding this cover sheet)	3
Document Assembled	28/07/2020 12:37

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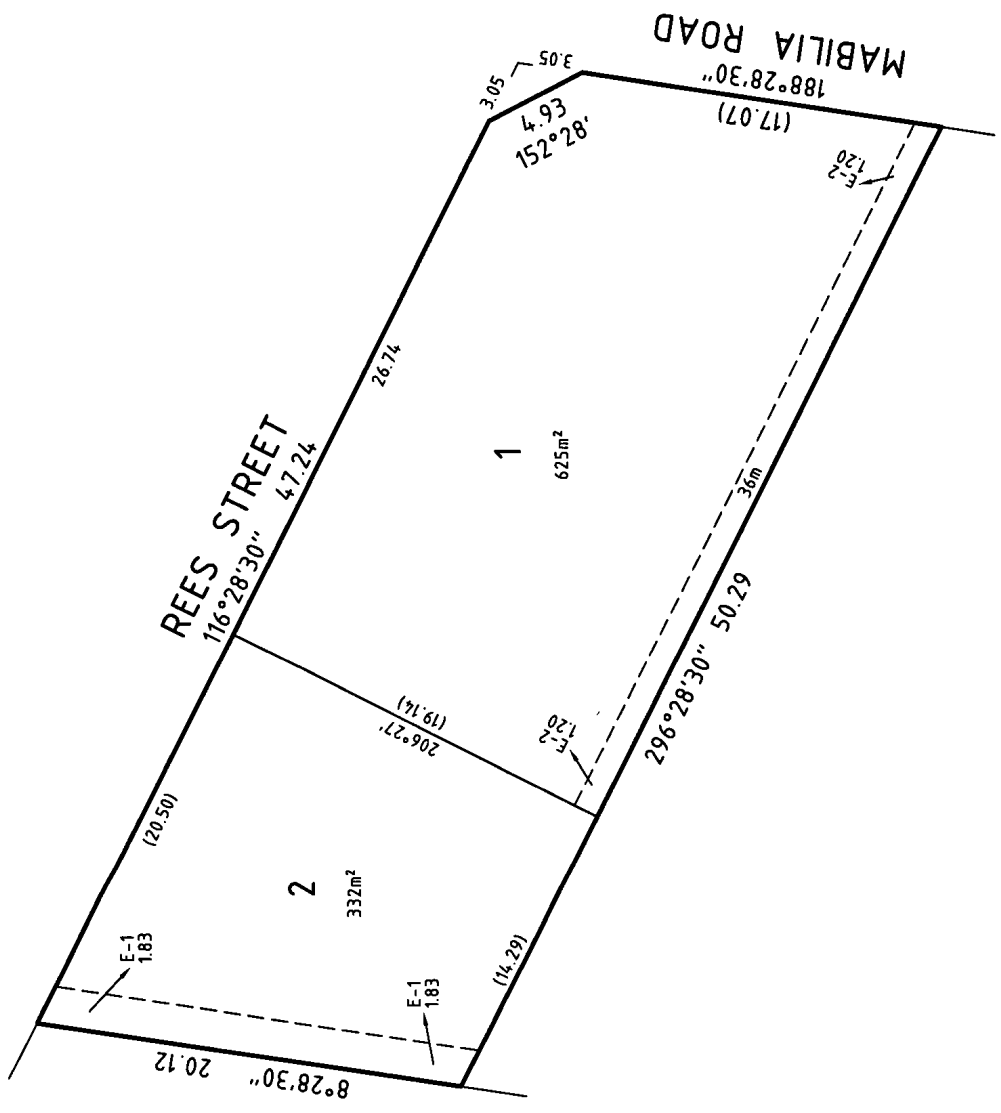
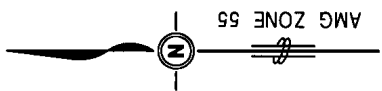
PLAN OF SUBDIVISION			STAGE NO. <hr/>	LR use only EDITION 1	PS710368S
<p style="text-align: center;">Location of Land</p> Parish: WOOLAMAI Township: - Section: - Crown Allotment: - Crown Portion: 13 (PART) LRS base record: Vicmap Digital Property Title references: Vol. 9249 Fol. 961 Last plan reference: TP 166871A Postal Address: 12 MABILIA ROAD, KILCUNDA 3995 (at time of subdivision) MGA co-ordinates E 365 898 Zone: 55 (of approx. centre of plan) N 5 732 465			<p style="text-align: center;">Council Certificate and Endorsement</p> Council Name: BASS COAST SHIRE COUNCIL Ref: 8133000130 1. This plan is certified under section 6 of the Subdivision Act 1988 2. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6/...../..... 3. This is a statement of compliance issued under section 24 of the Subdivision Act 1988. Open Space: (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has /has not been made. (iii) The requirement has been satisfied. (iiii) The requirement is to be satisfied in stage Council delegate  Council seal Date 29/07/2013 Re certified under section 11(7) of the Subdivision Act 1988 Council delegate Council seal Date		
Vesting of Roads or Reserves					
Identifier	Council/Body/Person				
			Notations		
			Staging: This is not a staged subdivision Planning Permit No. 110084		
			Depth Limitation: DOES NOT APPLY		
			LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES		
			Survey: This plan is based on survey This survey has been connected to permanent mark(s) No(s). -- In Proclaimed Survey Area No. --		
Easement Information					LR use only
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)					Statement of Compliance/ Exemption Statement
Section 12(2) of the Subdivision Act 1988 applies to all of the land on this plan.					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	DRAINAGE	1.83	LP12714	LOTS ON LP12714	Received <input checked="" type="checkbox"/>
E-2	SEWERAGE	1.20	THIS PLAN	LOTS ON THIS PLAN	Date: 26/02/2015
E-2	DRAINAGE	1.20	THIS PLAN	LOTS ON THIS PLAN	
					LR use only PLAN REGISTERED TIME 6:34 PM DATE 26/02/2015 D. Popoc Assistant Registrar of Titles
					Sheet 1 of 3 Sheets
 Raso Consulting Surveyors Suite A, 33 Murray Street Wonthaggi Vic 3995 PO Box 903 Wonthaggi Vic 3995 m: 0403 668 085 e: dave@rasosurvey.com.au			LICENSED SURVEYOR DAVID FRANCIS RASO SIGNATURE  DATE 25-07-2013 REF: W1006 VERSION: 04		 DATE 29/07/2013 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE NO. /

LTO use only
EDITION

Plan Number
PS 710368S



Sheet 2

DATE **29/07/2023**
 COUNCIL DELEGATE SIGNATURE
 Original sheet size A3

LICENSED SURVEYOR (PRINT) DAVID FRANCIS RASO
 SIGNATURE: *[Signature]* DATE 25-07-2023
 REF: W1006 VERSION: 04

ORIGINAL SCALE 1:250
 SHEET SIZE A3

SCALE
 0 2.5 5 7.5 10 12.5
 LENGTHS ARE IN METRES

rco

Raso Consulting Surveyors
 Suite A, 33 Murray Street Wonthaggi Vic 3995
 PO Box 903 Wonthaggi Vic 3995
 m: 0403 668 085 e: dave@rasosurvey.com.au

PLAN OF SUBDIVISION

STAGE NO.

LTO use only
EDITION

Plan Number

PS 710368S

CREATION OF RESTRICTION

ON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED:

LAND TO BENEFIT : LOTS 1 & 2 ON THIS PLAN.

LAND TO BE BURDENED : LOTS 1 & 2 ON THIS PLAN.

DESCRIPTION OF RESTRICTION :

WITHOUT THE FURTHER APPROVAL OF THE RESPONSIBLE AUTHORITY IN WRITING, THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOTS 1 & 2 ON THIS PLAN SHALL NOT:-

1. ALLOW STORMWATER DRAINAGE COLLECTED FROM BUILDINGS TO BE DISCHARGED FROM THE SUBJECT LAND OTHER THAN VIA A DRAINAGE DETENTION SYSTEM CONSTRUCTED IN ACCORDANCE WITH CIVIL DESIGN PLANS APPROVED UNDER PLANNING PERMIT 110098 BY THE RESPONSIBLE AUTHORITY.

2. ALLOW THE DRAINAGE DETENTION SYSTEM CONSTRUCTED IN ACCORDANCE WITH CIVIL DESIGN PLANS APPROVED UNDER PLANNING PERMIT 110098 BY THE RESPONSIBLE AUTHORITY TO FALL INTO DISREPAIR OR OTHERWISE NOT FUNCTION IN ACCORDANCE WITH THE DESIGNED PURPOSE. RESPONSIBILITY FOR COMPLIANCE AND COSTS TO MAINTAIN THIS FUNCTION TO BE SHARED EQUALLY BY THE OWNERS OF THE LOTS ON THE PLAN ON THE SHARED DRAINAGE OUTFALL AND INDIVIDUALLY FOR THE DETENTION TANKS ETC. ON THEIR OWN LAND.

3. ALLOW DEBRIS AND SEDIMENT COLLECTED IN THE DRAINAGE SYSTEM TRASH SCREEN, ORIFICE ASSEMBLY AND / OR SILT TRAP TO REMAIN IN THE SYSTEM AND THEREBY DETRIMENTALLY AFFECT THEIR DESIGNED FUNCTIONS.

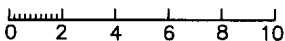
4. ALLOW THE OCCUPATION OF NEW DWELLING WITHOUT THE CONSTRUCTION OF A CONCRETE DRIVEWAY CROSSOVER GENERALLY IN ACCORDANCE WITH COUNCIL SD 402.



Raso Consulting Surveyors
Suite A, 33 Murray Street Wonthaggi Vic 3995
PO Box 903 Wonthaggi Vic 3995
m: 0403 668 085 e: dave@rasosurvey.com.au

Sheet 3

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
SIZE

1:200

A3

LICENSED SURVEYOR (PRINT).....DAVID FRANCIS RASO

SIGNATURE

DATE 25-07-2013

REF: W1006

VERSION: 04

DATE

29/07/2013

COUNCIL DELEGATE SIGNATURE

Original sheet size A3



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 28/07/2020 12:37:08 PM

Status	Registered	Dealing Number	AS882028B
Date and Time Lodged	10/01/2020 02:42:08 PM		

Lodger Details

Lodger Code	16165A
Name	ANZ RETAIL AND SMALL BUSINESS
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

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

Privacy Collection Statement

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

Land Title Reference

11554/578

Transferor(s)

Given Name(s)	MARYANNE
Family Name	GEARY

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 220000.00

Transferee(s)

Tenancy (inc. share)	TENANTS IN COMMON 1 / 2
----------------------	-------------------------

Given Name(s)	KAREN FRANCES
Family Name	TUA WALKER
Address	
Street Number	49
Street Name	CRUICKSHANK
Street Type	ROAD
Locality	JUMBUNNA



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

State VIC
Postcode 3951

Tenancy (inc. share) TENANTS IN COMMON 1 / 2
Given Name(s) GREGORY JAMES
Family Name WALKER
Address
Street Number 49
Street Name CRUICKSHANK
Street Type ROAD
Locality JUMBUNNA
State VIC
Postcode 3951

Duty Transaction ID
4742164

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

Execution

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

Executed on behalf of MARYANNE GEARY
Signer Name DANI LORENNA BRANN
Signer Organisation COAST TO COAST CONVEYANCING
Signer Role CONVEYANCING PRACTICE
Execution Date 10 JANUARY 2020

Execution

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

Executed on behalf of KAREN FRANCES TUA WALKER
GREGORY JAMES WALKER
Signer Name NICOLE TYSON
Signer BRB LAW
Organisation AUSTRALIAN LEGAL PRACTITIONER
Signer Role AUSTRALIAN LEGAL PRACTITIONER
Execution Date 10 JANUARY 2020

File Notes:
NIL



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Statement End.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

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Produced 28/07/2020 12:37:13 PM

Status	Registered	Dealing Number	AS882029Y
Date and Time Lodged	10/01/2020 02:42:08 PM		

Lodger Details

Lodger Code	16165A
Name	ANZ RETAIL AND SMALL BUSINESS
Address	
Lodger Box	
Phone	
Email	
Reference	800725703 Purchase

MORTGAGE

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

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Estate and/or Interest being mortgaged

FEE SIMPLE

Land Title Reference

11554/578

Mortgagor

Given Name(s)	GREGORY JAMES
Family Name	WALKER
Given Name(s)	KAREN FRANCES
Family Name	TUA WALKER

Mortgagee

Name	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
ACN	005357522
Australian Credit Licence	234527
Address	
Property Name	ANZ CENTRE
Floor Type	LEVEL
Floor Number	9
Street Number	833



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Street Name	COLLINS
Street Type	STREET
Locality	DOCKLANDS
State	VIC
Postcode	3008

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference	AA3705
(b) Additional terms and conditions	NIL

Mortgagee Execution

1. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
 - (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
 - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.

Executed on behalf of	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Signer Name	JAYALAKSHMI RANGAPPA
Signer Organisation	ANZ RETAIL AND SMALL BUSINESS
Signer Role	AUTHORISED SIGNATORY
Execution Date	10 JANUARY 2020

File Notes:

NIL

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

Statement End.



Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	AL540984W
Number of Pages (excluding this cover sheet)	8
Document Assembled	28/07/2020 12:37

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Planning and Environment Regulations 2005 S.R. No. 33/200.

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05/12/2014 \$116.50 173



Form 18

Section 181

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

Planning and Environment Act 1987

Lodged at the Land Titles office by:

Name: WALSH JOHNSTON & CO

Phone: (03) 9489 9566

Address: 452 High Street
NORTHCOOTE, VIC, 3070

Ref: Customer Code: 1708 ✓

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

Land: Situate at 12 Mabilia Road, Kilcunda, being Lot 1 on Title Plan 166871A and more particularly described in Certificate of Title Volume 9249 Folio 961.

Authority: Bass Coast Shire Council
76 McBride Avenue, Wonthaggi

Section and Act under which Agreement made: Section 173
Planning & Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer:

Paul Buckley

Designation:

Chief Executive Officer

Date:

2.12.2014

AL540984W

05/12/2014 \$116.50 173



PLANNING AND ENVIRONMENT ACT 1987

BASS COAST SHIRE COUNCIL
("the Council")

- AND -

DIANE TERESA COLLIS, MARYANNE GEARY and DANIELE MABILIA
("the Owners")

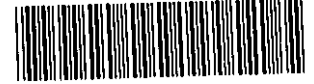
SECTION 173 AGREEMENT
12 MABILIA ROAD KILCUNDA

WALSH JOHNSTON & CO
Solicitors
452 High Street
NORTHCOTE VIC 3070

Tel: 9489 9566
Fax: 9482 1986
Ref: Neil Johnston

AL540984W

05/12/2014 \$116.50 173



THIS AGREEMENT is made the 2nd day of December 2014

BETWEEN

1. **BASS COAST SHIRE COUNCIL** of 76 McBride Avenue Wonthaggi Victoria (hereinafter called “the Responsible Authority”) and
2. **DIANE TERESA COLLIS** of 12 McCarthy Grove Montmorency Victoria, **MARYANNE GEARY** of 6 Ryrie Court Montmorency Victoria and **DANIELE MABILIA** of 17 Derby Street Northcote Victoria (hereinafter called “the Owners”)

WHEREAS:

- A. The Owners are registered by the Registrar of Titles as the proprietors of an estate in fee simple in the land at 12 Mabilia Road Kilcunda, being Lot 1 on Title Plan 166871A and more particularly described in Certificate of Title Volume 9249 Folio 961 (hereinafter called “the subject land”).
- B. The Responsible Authority is responsible for the administration and enforcement of the Bass Coast Planning Scheme (hereinafter called “the Planning Scheme”) pursuant to the provisions of the Planning and Environment Act 1987 (hereinafter called “the Act”).
- C. On 19 December 2011, the Responsible Authority issued Planning Permit Number 110098 allowing the subdivision of land into two (2) lots of 12 Mabilia Road Kilcunda (hereinafter called “the Planning Permit”).
- D. Condition 12 of the Planning Permit requires the Owners to enter into this Agreement to provide for the matters set out in that Condition.
- E. The Responsible Authority and the Owners have agreed that, without restricting or limiting their respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is an agreement entered into pursuant to Section 173 of the Act.
- F. The Responsible Authority and the Owners have entered into this Agreement in order to achieve or advance the objectives of planning in Victoria or the objectives of the Planning Scheme.

IT IS AGREED AS FOLLOWS:

DEFINITIONS

1. In this Agreement unless inconsistent with the context or subject matter:
 - 1.1 “Act” means the Planning and Environment Act 1987;

- 1.2 “Agreement” means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement;
- 1.3 “Subject land” means the land described in Recital A;
- 1.4 “Owner” means the owner for the time being of the land and the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor of an estate in fee simple in the land or any part thereof, and includes a Mortgagee in possession;
- 1.5 “Planning Permit” means the planning permit referred to in Recital C, including any plans endorsed under the planning permit;
- 1.6 “Planning Scheme” means the Bass Coast Planning Scheme and any successor instrument or other planning scheme which applies to the subject land;
- 1.7 “Responsible Authority” means Bass Coast Shire Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors; and
- 1.8 “Tribunal” means the Victorian Civil and Administrative Tribunal or any successor tribunal, court, institution or body.

AL540984W

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Interpretation

2. In this Agreement unless inconsistent with the context or subject matter:
 - 2.1 The singular includes the plural and the plural includes the singular;
 - 2.2 A reference to a gender includes a reference to each other gender;
 - 2.3 A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law;
 - 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally;
 - 2.5 A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute;
 - 2.6 The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.

Specific Obligations of the Owner

3. The Owner covenants with the Responsible Authority that:

- 3.1 The Design and construction of any future dwellings including foundations will be consistent with the recommendations stated in the Geotechnical Report prepared by Civil Test Pty Ltd submitted as part of planning permit application 110098 or in accordance with the design of a qualified Civil Engineer to cater for expected subsidence to the satisfaction of the Responsible Authority and approving Building Surveyor.

Further Obligations of the Owner

4. The Owners further covenants that:
 - 4.1 The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the subject land or any part of it without first disclosing to its successors the existence and nature of this Agreement.
 - 4.2 The Owner will do all that is necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the subject land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgment or other document.
 - 4.3 The Owner shall immediately on demand pay the reasonable legal costs and fees incurred and incidental to the preparation and execution of this Agreement and the registration hereof pursuant to Section 181 of the Act, together with all costs of enforcing this Agreement if deemed necessary by the Responsible Authority. The Owner hereby agrees that any such costs are and remain a charge on the subject land until paid, and consents to the Responsible Authority registering a caveat on the Certificate of Title to the subject land in respect of any such costs and acknowledges that any such costs shall be capable of being recovered by the Responsible Authority in any court of competent jurisdiction as a civil debt recoverable.
 - 4.4 That until such time as this Agreement is registered on the title to the subject land, the Owner shall ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.
 - 4.5 The Owner agrees to indemnify the keep indemnified the Responsible Authority from and against all costs, expenses, losses or damages that it may sustain, incur, suffer or be or become liable for or in respect of any suit, actions, proceeding, judgment or claim brought by any person arising from or referable to this Agreement and/or any non-compliance with this Agreement.

AL540984W

05/12/2014 \$16.50 173



- 4.6 The Owner agrees to allow the Responsible Authority to enter the subject land at any reasonable time to assess compliance with this Agreement.

AL540984W

05/12/2014 \$116.50 173



Owner's Warranties and Acknowledgements

5. The Owner warrants that:
 - 5.1 It is the registered proprietor (or entitled to be so) of the subject land;
 - 5.2 There are no mortgages, liens, charges or other encumbrances affecting the subject land which are not disclosed by the usual searches;
 - 5.3 If the subject land is affected by a mortgage, the Mortgagee of the subject land consents to the Owner entering into this Agreement and the Agreement being registered on the title to the subject land.
6. The Owner acknowledges that any obligations imposed on the Owner under this Agreement take effect as separate and several covenants which are annexed to the subject land and run at law and in equity with the land and every part thereof and bind the Owner, its successors, assigns and transferees, and the registered proprietor for the time being of the whole or any part of the subject land.

Further assurance

7. The parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

Default

8. If the Owner defaults or fails to perform any of its obligations under this Agreement the Responsible Authority may, without prejudice to any other remedies, rectify and remedy such default and the cost of doing so shall be borne by the Owner. The Owner hereby consents to the Responsible Authority registering a caveat on the Certificate of Title to the subject land in respect of any such costs, and acknowledges that any such costs shall be capable of being recovered by the Responsible Authority in any court of competent jurisdiction as a civil debt recoverable.

No waiver

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

No Fettering of Powers of Responsible Authority

10. The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by the Responsible Authority of the powers, duties and discretions that the Responsible Authority has or may have (as planning authority, responsible authority or otherwise) under the Act or under the Planning Scheme to consider, approve, amend or to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification relating to any use or development, or in relation to the commencement or initiation of any enforcement action or proceeding whatsoever.

AL540984W

05/12/2014 \$116.50 173



Entire Agreement

11. This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supercedes all previous Agreements or understandings between the parties in connection with its subject matter.

Severability

12. If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then its shall be severed and the other provisions of this Agreement shall remain operative and be of full force and effect.

Disputes

13. If there is dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the Tribunal for resolution to the extent permitted by the Act.
14. If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute must be referred for arbitration by an Arbitrator agreed upon in writing by the parties, or, in the absence of such agreement the Chair of the Victorian Chapter or the Institute of Arbitrators or his or her nominee, for arbitration.
15. The parties shall each be entitled to legal representation for the purposes of any proceedings or arbitration referred to clause 13 or 14 of this Agreement unless the Tribunal or arbitrator otherwise directs, and each party must bear its own costs.

Commencement of Agreement

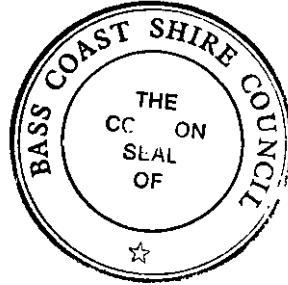
16. Unless otherwise provided in this Agreement, this Agreement shall commence on the date of this Agreement.

End of Agreement

17. Upon completion of the Owner's obligations under Clauses 3 & 4 of this Agreement to the satisfaction of the Responsible Authority, the Responsible Authority shall consent to this Agreement ending and to the removal of the recording of the Agreement on the Certificate of Title to the land provided for in Clause 4.2 of this Agreement.

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

THE COMMON SEAL of BASS COAST SHIRE COUNCIL is affixed in the presence of:))



[Signature]
.....
Chief Executive Officer

AL540984W
05/12/2014 \$116.50 173

SIGNED SEALED AND DELIVERED by the)
said **DIANE TERESA COLLIS** in the presence of:)

[Signature]

[Signature]
.....
Witness

SIGNED SEALED AND DELIVERED by the)
said **MARYANNE GEARY** in the presence of:)

Maryanne Geary

[Signature]
.....
Witness

SIGNED SEALED AND DELIVERED by the)
said **DANIELE MABILIA** in the presence of:)

[Signature]

[Signature]
.....
Witness



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS710368S

The land in PS710368S is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Lots 1, 2.

Limitations on Owners Corporation:

Limited

Postal Address for Services of Notices:

12 MABILIA ROAD KILCUNDA VIC 3995

OC025176V 26/02/2015

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC025176V 26/02/2015

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1	10	10
Lot 2	10	10
Total	20.00	20.00

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

Statement End.

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

VOLUME 11554 FOLIO 578

Security no : 124084576898S
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LAND DESCRIPTION

Lot 2 on Plan of Subdivision 710368S.
PARENT TITLE Volume 09249 Folio 961
Created by instrument PS710368S 26/02/2015

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
KAREN FRANCES TUA WALKER of 49 CRUICKSHANK ROAD JUMBUNNA VIC 3951
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
GREGORY JAMES WALKER of 49 CRUICKSHANK ROAD JUMBUNNA VIC 3951
AS882028B 10/01/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS882029Y 10/01/2020
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS710368S 26/02/2015

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
AL540984W 05/12/2014

DIAGRAM LOCATION

SEE PS710368S FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 2A REES STREET KILCUNDA VIC 3995

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS
Effective from 10/01/2020

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

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OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS710368S

DOCUMENT END