



Office Use Only

Application No.:

Date Lodged: / /

# Application for Planning Permit

Planning Enquiries  
Phone: 03 9205 2200  
Web: <http://www.hume.vic.gov.au>

If you need help to complete this form, read [How to complete the Application for Planning Permit form](#).

**⚠** Any material submitted with this application, including plans and personal information, will be made 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*. If you have any concerns, please contact Council's planning department.

**⚠** Questions marked with an asterisk (\*) are mandatory and must be completed.

**⚠** If the space provided on the form is insufficient, attach a separate sheet.

Clear Form

## The Land **i** ① Address of the land. Complete the Street Address and one of the Formal Land Descriptions.

### Street Address \*

Unit No.:	St. No.: 595	St. Name: MICKLEHAM ROAD
Suburb/Locality: GREENVALE		Postcode: 3059

### Formal Land Description \*

Complete either A or B.

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

A Lot No.: 7  Lodged Plan  Title Plan  Plan of Subdivision No.: 040477

OR

B Crown Allotment No.: Section No.:

Parish/Township Name:

If this application relates to more than one address, please click this button and enter relevant details.

Add Address

## The Proposal **⚠** You must give full details of your proposal and attach the information required to assess the application. Insufficient or unclear information will delay your application.

### ② For what use, development or other matter do you require a permit? **i** \*

If you need help about the proposal, read:  
[How to Complete the Application for Planning Permit Form](#)

Select the focus of this application and describe below:

REMOVE A COVENANT

**📄** Provide additional information on the proposal, including: plans and elevations; any information required by the planning scheme, requested by Council or outlined in a Council planning permit checklist; and if required, a description of the likely effect of the proposal.

### ③ Estimated cost of development for which the permit is required **i** \*

Cost \$ 0 **⚠** You may be required to verify this estimate. Insert '0' if no development is proposed.

If the application is for land within metropolitan Melbourne (as defined in section 3 of the *Planning and Environment Act 1987*) and the estimated cost of the development exceeds \$1 million (adjusted annually by CPI) the Metropolitan Planning Levy must be paid to the State Revenue Office and a current levy certificate must be submitted with the application. Visit [www.sro.vic.gov.au](http://www.sro.vic.gov.au) for information.

## Existing Conditions i

**4 Describe how the land is used and developed now \***

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

DWELLING AND PLANT NURSERY

Provide a plan of the existing conditions. Photos are also helpful.

## Title Information i

**5 Encumbrances on title \***

If you need help about the title, read:  
[How to complete the Application for Planning Permit form](#)

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', eg. restrictive covenants.)

## Applicant and Owner Details i

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

**Applicant \***

The person who wants the permit.

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

Please provide at least one contact phone number \*

**Contact person's details \***

Same as applicant (if so, go to 'contact information')

**Contact information**

**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:		If it is a P.O. Box, enter the details here:	
Unit No.:	St. No.:	St. Name:	
Suburb/Locality:		State:	Postcode:
Owner's Signature (Optional):			Date:
			day / month / year

**Declaration i**

⑦ 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; and that all the information in this application is true and	
fied of the permit application.	
	Date: 13 03 2026
	day / month / year

## Need help with the Application?

If you need help to complete this form, read [How to complete the Application for Planning Permit form](#)  
General information about the planning process is available at [www.delwp.vic.gov.au/planning](http://www.delwp.vic.gov.au/planning)

Contact Council's planning department to discuss the specific requirements for this application and obtain a planning permit checklist. Insufficient or unclear information may delay your application.

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

No  Yes

If 'yes', with whom?: BRANCA PROCTOR


Date: 6/3/26 (TELEPHONE DISCUSSION) day / month / year

## Checklist

9 Have you:

Filled in the form completely?

Paid or included the application fee?

 Most applications require a fee to be paid. Contact Council to determine the appropriate fee.

Provided all necessary supporting information and documents?

A full, current copy of title information for each individual parcel of land forming the subject site

A plan of existing conditions.

Plans showing the layout and details of the proposal

Any information required by the planning scheme, requested by council or outlined in a council planning permit checklist.

If required, a description of the likely effect of the proposal (eg traffic, noise, environmental impacts).

If applicable, a current Metropolitan Planning Levy certificate (a levy certificate expires 90 days after the day on which it is issued by the State Revenue Office and then cannot be used). Failure to comply means the application is void.

Completed the relevant Council planning permit checklist?

Signed the declaration (section 7)?

## Lodgement

Lodge the completed and signed form, the fee payment and all documents with:

Hume City Council  
PO Box 119 Dallas VIC 3047  
Pascoe Vale Road Broadmeadows VIC 3047

### Contact information:


Telephone: 61 03 9205 2200

Email: [email@hume.vic.gov.au](mailto:email@hume.vic.gov.au)

DX: 94718

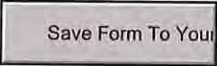
Translation: 03 9205 2200 for connection to Hume Link's multilingual telephone information service

### Deliver application in person, by fax, or by post:



Make sure you deliver any required supporting information and necessary payment when you deliver this form to the above mentioned address. This is usually your local council but can sometimes be the Minister for Planning or another body.

### Save Form:



You can save this application form to your computer to complete or review later or email it to others to complete relevant sections.

13 March 2026

Hume City Council  
Planning Department

Attention: Bianca Proctor – Principal Town Planner

Dear Bianca

**Re: Planning Application to remove a restrictive covenant under the Planning and Environment Act 1987 – 595 Mickleham Road, Greenvale.**

**Introduction**

G2 Urban Planning acts on behalf of [REDACTED] the permit applicant and owner of the land seeking the removal of a Covenant at 595 Mickleham Road, Greenvale. Accompanying this application is the planning permit application form together with the required fee.

Also attached is a letter by Feigl & Newell Professional Title Searchers which includes the Title and outlines the affected land including the Covenant and a Cadastral Plan detailing the land in blue and the covenant beneficiaries in yellow. The title description of the site is Lot 7 on Plan of Subdivision 040477.

**The Covenant**

The covenant forms part of Instrument of Transfer No. A208127 and it states in part as follows:

*“No buildings other than One dwelling house together with usual outbuildings shall be erected on the said land hereby transferred and no such dwelling house shall be erected unless constructed with a roof of tiles and not be less than 1400 square feet in area.”*

The covenant restricts the development of the land to a single dwelling and usual outbuildings. Whilst the subject site has a dwelling upon it, the land has also been developed and used for a retail plant nursery for 40 years (MPE Permit TP112470 issued May 1986).

The current owner of the land / operator of the plant nursery had made application to Council in 2025 to undertake buildings and works for a covered outdoor area associated with the plant nursery. Council has formed the view that these works are contrary to the covenant as they are not ‘usual outbuildings’ to the dwelling on the land.

This restriction is inconsistent with the nature of the plant nursery that is long established on the site and is also contrary to the manner in which the land could be developed and used under the Hume Planning Scheme. It is therefore proposed to remove the covenant.

Following an approval of this application and a planning permit being granted, an application will be made with the Titles Office to formalise the removal.

### Site & Locality

The site is located on the west side of Mickleham Road. It is generally rectangular in shape with an angled frontage to Mickleham Road as well as to the rear boundary. The site has an overall area of 21,904 square metres with a 91.34 metre frontage to Mickleham Road a depth of between 240 and 245 metres. There is a dwelling at the rear of the site and a retail nursery with associated food & drink premises occupying the forward portion of the site as depicted in the images below.



The land is within the Urban Growth Zone Schedule 7 (Woodland Precinct Structure Plan) with the prescribed zoning for the land, and its immediate abutments in Mickleham Road, being Low Density Residential as depicted below.



Land to the north and south of the site along Mickleham Road has been subdivided and is being developed for housing.

Land opposite the site on the east side of Mickleham Road is also within the Low-Density Residential Zone and is part of the long-established residential suburb of Greenvale.

The land to the west of the site is in the Public Conservation and Resource Zone.

#### **Permit Requirement**

Under the Hume Planning Scheme Clause 52.02 a permit is required:

- *Under Section 23 of the Subdivision Act 1988 to create, vary or remove an easement or restriction or vary or remove a condition in the nature of an easement in a Crown grant.*

#### **Discussion**

The street number and title lot number of the covenant beneficiaries are outlined in yellow as indicated on the attached Cadastral Plan prepared by Feigl & Newell Pty Ltd. The lot that has the burden of the covenant, being the subject land, is identified in blue as depicted below.



The Planning & Environment Act Section 47(1) parts (d) & (e) refers to application information as follows:

*(d) if the land is burdened by a registered restrictive covenant, be accompanied by a copy of the covenant; and*

*(e) if the application is for a permit to allow the removal or variation of a registered restrictive covenant or if anything authorised by the permit would result in a breach of a registered restrictive covenant, be accompanied by-*

*(i) information clearly identifying each allotment or lot benefited by the registered restrictive covenant; and*

*(ii) any other information that is required by the regulations.*

The applicable information has been provided, with the allotments benefited by the covenant identified on the plan provided by Feigl & Newell.

The subject property has both a residential and a commercial context. Surrounding land is residential to Mickleham Road and conservation land to the west. The residential land immediately south of the site is not a beneficiary of the Covenant. Several of the beneficiary properties to the north and south of the site along Mickleham Road have been subdivided over recent years to accommodate additional housing.

Whilst the intention of this application to remove the Covenant from the subject site is sought in order to enable current and future buildings and works associated with the existing Plant Nursery on the subject site, it is consistent with the Urban Growth Zone and applied Low Density Residential Zone that in time the subject site and the other beneficiary properties along Mickleham Road may / will be the subject of similar residential subdivision and development.

The restrictive covenant relates to an era when the need to contain Melbourne's rapid outward-sprawl did not exist and when demographics, age structure and social habits were considerably different. The site is now well positioned with respect to public infrastructure, major road networks and the like. The removal of the covenant will recognise the Planning Scheme as providing the primary planning controls over the site as outlined above in addition to Council policy. These particular circumstances will ensure future development will be in keeping with the surrounding area.

Therefore, the covenant removal will have no detrimental impact of any kind upon the residential beneficiaries to the north and south of the site.

Council has all the necessary information required to prepare public notification of the application. Any notification by letter should be necessarily limited to those beneficiaries as outlined in the attached documentation.



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

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

VOLUME 08139 FOLIO 041

Security no : 124131750362N  
Produced 30/01/2026 04:28 PM

LAND DESCRIPTION

Lot 7 on Plan of Subdivision 040477.  
PARENT TITLE Volume 06674 Folio 757  
Created by instrument A208127 15/08/1956

REGISTERED PROPRIETOR

Estate Fee Simple

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ289969H 03/11/2011  
WESTPAC BANKING CORPORATION

COVENANT A208127 15/08/1956

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 or imaged folio set out under DIAGRAM LOCATION below.

NOTICE Section 201UB Planning and Environment Act 1987  
AH336996N 01/07/2010

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) 2020  
AT390551T 01/07/2020

AGREEMENT Section 173 Planning and Environment Act 1987  
AU536883Y 04/07/2021

DIAGRAM LOCATION

SEE LP040477 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: 595 MICKLEHAM ROAD GREENVALE VIC 3059

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 23/10/2016

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>LP040477</b>
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# PLAN OF SUBDIVISION OF PART OF CROWN PORTION 8 PARISH OF WILL WILL ROOK COUNTY OF BOURKE

VOL.6674 FOL.757

Measurements are in Links  
Conversion Factor  
LINKS x 0.201168 = METRES

## LP 40477

EDITION 1  
PLAN MAY BE LODGED 30/04/57

### COLOUR CODE

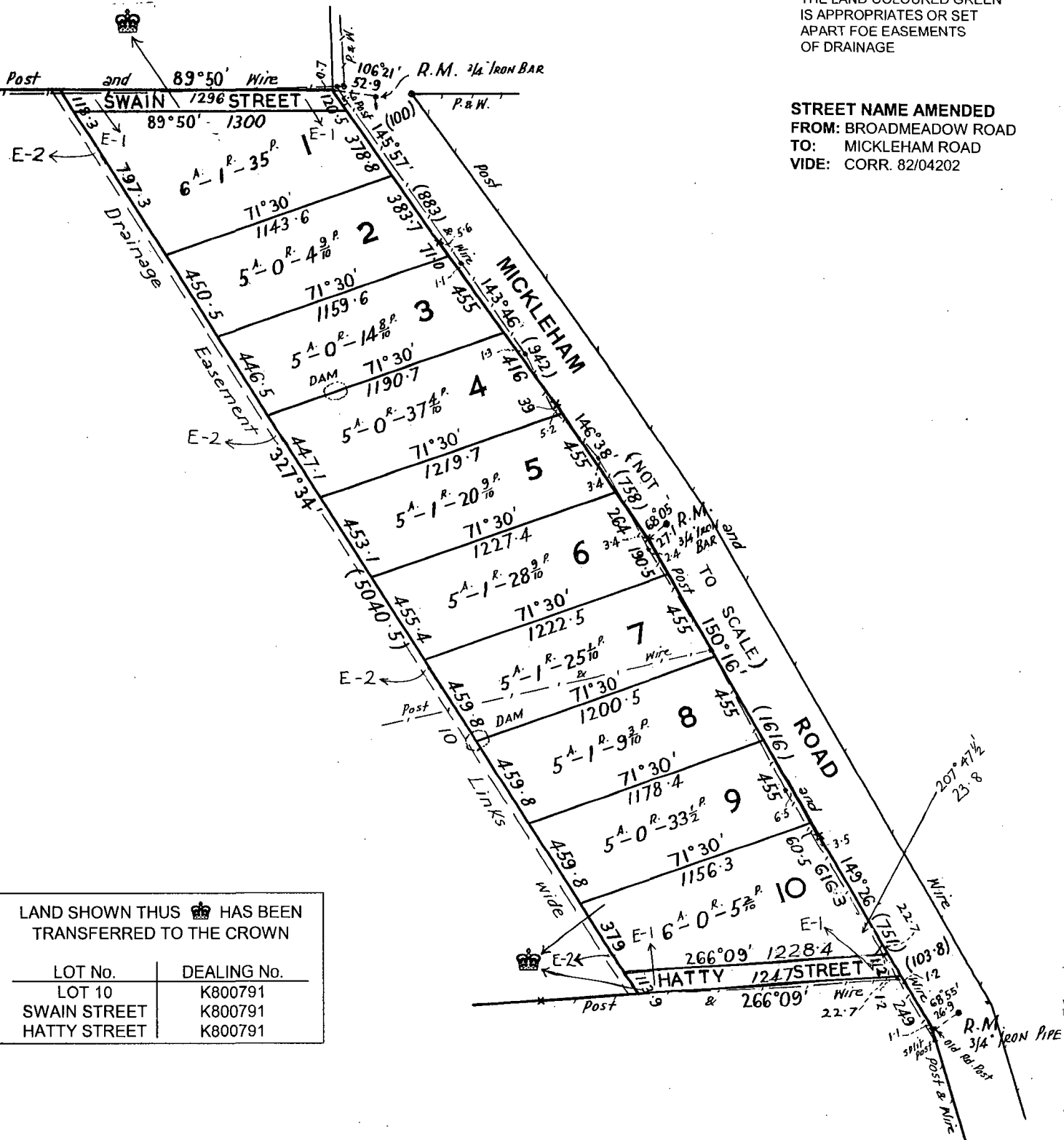
E-1 = BROWN  
E-2 = GREEN

### APPROPRIATIONS

THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR EASEMENTS OF WAY AND DRAINAGE

THE LAND COLOURED GREEN IS APPROPRIATES OR SET APART FOR EASEMENTS OF DRAINAGE

**STREET NAME AMENDED FROM: BROADMEADOW ROAD TO: MICKLEHAM ROAD**  
VIDE: CORR. 82/04202



LAND SHOWN THUS  HAS BEEN TRANSFERRED TO THE CROWN	
LOT No.	DEALING No.
LOT 10	K800791
SWAIN STREET	K800791
HATTY STREET	K800791



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53/229

A208127

A208127

\*\*\*\*5-5 OF RTT

69-44 194432 ANGL5-56

53/229



DA208127-1-4

WEIGALL & CROWTHER.

VICTORIA.

TRANSFER OF LAND.

*Handwritten signatures and notes, including '198' and 'Trading BK'.*

FREEHOLD:

C. PAID

I, JAMES GORDON ATTWOOD formerly of Dundonald Broadmeadows but now of 68 Richardson Street Essendon Farmer being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder

IN CONSIDERATION of the sum of ONE THOUSAND FIVE HUNDRED POUNDS (£1,500). paid to me by EDWIN HERBERT GEACH of Hardington Street Glenroy Projectionist and BETTY FREY of 376 Ohea Street Pascoe Vale Stenographer DO HEREBY TRANSFER to the said Edwin Herbert Geach and Betty Frey ALL my estate and interest in ALL THAT piece of land being lot 7 on Plan of Subdivision <sup>Nº 20277</sup> lodged in the Office of Titles Dealing Number A119086 and being part of Crown Portion 8 Parish of Will Will Rook County of Bourke and being part of the land more particularly described in Certificate of Title Volume 6674 Folio 757 and the said Edwin Herbert Geach and Betty Frey for themselves and their respective heirs executors administrators and transferees registered proprietor or proprietors for the time being of the land hereby transferred DOTH HEREBY COVENANT with the said James Gordon Attwood and his heirs executors administrators and transferees registered proprietor or proprietors for the time being of the land now comprised in the said Certificate of Title other than the land hereby transferred that:-

- (a) No buildings other than One dwelling house together with usual outbuildings shall be erected on the said land hereby transferred and no such dwelling house shall be erected unless constructed with a roof of tiles and be not less than 1400 square feet in area
- (b) No earth clay gravel or sand shall at any time hereafter be excavated carried away or removed from the said land hereby transferred except for the purpose of excavating for the foundations of any

*Handwritten notes: £15, and a signature.*



*Handwritten notes: c/t 6674/757, Area = 5A 1R 25P, ENC. COVT. HEREIN, HJB, 21/5/57*

*Handwritten notes: HJB, 21/5/57*

*Handwritten notes: 10/9/86, and other illegible signatures and dates.*

*Handwritten note: 21/5/57*

building to be erected thereon or of construct-  
ing a dam swimming pool or artificial pond

(c) The said land hereby transferred shall not be  
used for the manufacture of bricks tiles or  
pottery ware.

And it is hereby requested that the foregoing covenants be set  
out as encumbrances on the Certificate of Title to issue in respect  
of the said land hereby transferred and run with such land.

DATED the 23<sup>rd</sup> day of July One  
thousand nine hundred and fifty-six.

SIGNED by the said JAMES GORDON  
ATTWOOD in Victoria in the  
presence of: *B. Brown*

*J. H. Attwood*

SIGNED by the said EDWIN HERBERT  
GEACH in Victoria in the presence  
of: *E. Geach*

*E. Geach*

SIGNED by the said BETTY FREY  
in Victoria in the presence of:

*B. Frey*

*E. Geach*



DR208127-2-1

DATED 6 1956

JAMES GORDON ATWOOD.

to

EDWIN HERBERT GEACH  
& ANOR.

TRANSFER OF LAND

WELGAIL & CROWTHER  
SOLICITORS  
459, 1st. Collins Street,  
MELBOURNE.

A memorandum of the within instrument  
has been entered in the Register Book

Vol. 6674 Fol. 755  
*S. Kennedy*

Assistant Registrar of Titles

*6*



# Department of Transport and Planning

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## Electronic Instrument Statement

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Produced 26/03/2026 03:15:58 PM

Status	Registered	Dealing Number	AU536883Y
Date and Time Lodged	04/07/2021 08:43:37 PM		

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### Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173LC: 8333747

---

## APPLICATION TO RECORD AN INSTRUMENT

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

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### 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.

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### Estate and/or Interest

FEE SIMPLE

---

### Land Title Reference

8139/041

---

### Instrument and/or legislation

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

---

### Applicant(s)

Name	HUME CITY COUNCIL
Address	
Street Number	1079
Street Name	PASCOE VALE
Street Type	ROAD
Locality	BROADMEADOWS
State	VIC
Postcode	3047

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### Additional Details



# Department of Transport and Planning

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## Electronic Instrument Statement

Refer Image Instrument

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

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### Execution

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

Executed on behalf of	HUME CITY COUNCIL
Signer Name	KRISTIN RICHARDSON
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	04 JULY 2021

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### File Notes:

NIL

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

Statement End.



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Document Type	<b>Instrument</b>
Document Identification	<b>AU536883Y</b>
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## Maddocks

Lawyers  
Collins Square, Tower Two  
Level 25, 727 Collins Street  
Melbourne VIC 3008  
Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

# Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 595 Mickleham Road, Greenvale VIC 3056

Hume City Council  
and

Australia Pacific Airports (Melbourne) Pty Limited  
ACN 076 999 114  
and

Direct Plants Pty Ltd  
ACN 132 595 085



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## Agreement under section 173 of the Planning and Environment Act 1987

### Dated

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### Parties

Name	<b>Hume City Council</b>
Address	1079 Pascoe Vale Road, Broadmeadows, Victoria
Short name	<b>Council</b>
Names	<b>Australia Pacific Airports (Melbourne) Pty Limited ACN 076 999 114</b>
Address	Level 2 'ASIC Mail returned 25/03/2020' ** International Terminal Building Melbourne Airport, Victoria
Short name	<b>Melbourne Airport</b>
Name	<b>Direct Plants Pty Ltd ACN 132 595 085</b>
Address	70A Sydney Road, Brunswick, Victoria
Short name	<b>Owner</b>

---

### Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Melbourne Airport is the current airport lessee company of Melbourne Airport in Tullamarine which operates on the Melbourne Airport Land for aviation purposes.
- D. The Planning Scheme provides that the Owner is required to enter into this Agreement providing for the matters set out in Section 3.3 of Schedule 7 to Clause 37.07 Urban Growth Zone of the Planning Scheme.
- E. As at the date of this Agreement:
  - E.1 the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement;
  - E.2 the Subject Land has never been subdivided;
  - E.3 no planning permit authorising a subdivision of the Subject Land has been issued;



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- E.4 no application for a planning permit to subdivide the Subject Land has been submitted;
- E.5 only an application for a planning permit to use the Subject Land for a food and drink premise, liquor licence and associated signage has been submitted which Council is currently assessing (Council reference P22586).

## The Parties agree

---

### 1. Definitions

In this Agreement unless the context admits otherwise:

**Accommodation** has the same meaning in the Planning Scheme.

**Act** means the *Planning and Environment Act 1987*.

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

**Aircraft Noise** means for the purposes of this Agreement, noise caused by and associated with aviation related activities carried out on the Melbourne Airport Land.

**Australian Standard – Acoustics** means the 'Australian Standard AS 2021-2000, Acoustics – Aircraft Noise Intrusion Building Siting and Construction', as amended from time to time and issued by Standards Australia Limited or any other Australian aircraft noise standard that applies to the Subject Land.

**Current Address** means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

**Current Email** means:

- (a) for Council, [contactus@hume.vic.gov.au](mailto:contactus@hume.vic.gov.au), or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

**Initial Subdivision Permit** means a planning permit issued by Council which authorises the subdivision of the Subject Land to create lots for the purpose of Accommodation.

**Melbourne Airport** means Australia Pacific Airports (Melbourne) Pty Limited ACN 076 999 114, the current airport lessee company of Melbourne Airport in Tullamarine which operates on the Melbourne Airport Land for aviation purposes, or any other person who is the airport lessee company of Melbourne Airport in Tullamarine from time to time.

**Melbourne Airport Land** means the land occupied by Melbourne Airport in Tullamarine or any other airport for aviation purposes situated on the same land.



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**Mortgagee** means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

**Owner** means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations.

**Party or Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

**Planning Permit** means the planning permit issued by Council, as amended from time to time, authorising the use of the Subject Land for a food and drink premise, liquor licence and associated signage (Council reference P22586).

**Planning Scheme** means the Hume Planning Scheme and any other planning scheme that applies to the Subject Land.

**Subject Land** means the land situated at 595 Mickleham Road, Greenvale VIC 3056 being the land referred to in certificate of title volume 08139 folio 041 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

---

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.



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---

### **3. Purposes of Agreement**

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Scheme; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

### **4. Reasons for Agreement**

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- 4.1 the Planning Scheme requires an Agreement to be entered into in certain circumstances; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of obtaining a planning permit to 'subdivide, use or develop' the Subject Land, pursuant to section 3.3. of Schedule 7 to Clause 37.07 of the Planning Scheme.

---

### **5. Owner's specific obligations**

The Owner covenants and agrees that:

- 5.1 the Subject Land is in an area affected by Aircraft Noise;
- 5.2 following the initial subdivision of the Subject Land authorised by the Initial Subdivision Permit, the Subject Land will not be further subdivided to create additional lots for Accommodation use;
- 5.3 all buildings constructed on the Subject Land for the purpose of Accommodation must be attenuated in accordance with the Australian Standard – Acoustics and to Council's satisfaction;
- 5.4 the Owner's obligations under clauses 5.1, 5.2 and 5.3 continue to apply:
  - 5.4.1 regardless of any right conferred by the Planning Scheme;
  - 5.4.2 regardless of any subdivision of the Subject Land; and
  - 5.4.3 even if the Planning Permit expires, is cancelled or otherwise ceases to operate.

---

### **6. Owner's further obligations**

#### **6.1 Notice and registration**

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



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## 6.2 Further actions

The Owner:

- 6.2.1 must do all things necessary to give effect to this Agreement;
- 6.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 6.2.3 agree to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and
  - (b) obtain all necessary consents to enable the recording to be made.

## 6.3 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 6.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 6.3.2 preparing, drafting, finalising and recording any amendment to this Agreement;
- 6.3.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 6.3.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

## 6.4 Time for determining satisfaction

## 6.5 Interest for overdue money

- 6.5.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 6.5.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

## 6.6 Notification of compliance with Owner's obligations

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

---

## 7. Agreement under s 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with s 173 of the Act.



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**8. Owner's warranties**

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

---

**9. Successors in title**

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

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

---

**10. General matters**

**10.1 Notices**

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

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

**10.2 Counterparts**

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

**10.3 No waiver**

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

**10.4 Severability**

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

**10.5 No fettering of Council's powers**

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.



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**10.6 Inspection of documents**

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**10.7 Governing law**

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

---

**11. Commencement of Agreement**

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

---

**12. Ending of Agreement**

12.1 This Agreement ends with the prior written consent of Council and Melbourne Airport.

12.2 After this Agreement has ended, Council will, at the Owner's written request and cost, apply to the Registrar of Titles under s 183(1) of the Act to cancel the record of this Agreement.



Maddocks

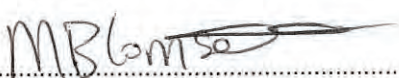
## Signing Page

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

Signed by and on behalf, and with the authority, of )  
 the **Hume City Council** by James McNulty, )  
 Manager Statutory Planning & Building Control )  
 Services, in the exercise of a power conferred by an )  
 Instrument of Delegation, in the presence of: )  
 )



.....



.....  
 Witness

*Michelle Tomsett*  
 .....  
 Name of Witness (please print)

AU536883Y



Maddocks

Executed as a deed by Australia Pacific Airports )  
(Melbourne) Pty Limited ACN 076 999 114 in )  
accordance with s 127(1) and s 127(3) of the )  
Corporations Act 2001:

Signature of Director

GRANT DEVUNPORT.

Print full name

Signature of Director/Company Secretary

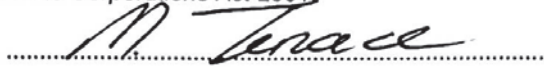
AARON GANT

Print full name

AU5368834

  
Maddocks

Executed as a deed by Direct Plants Pty Ltd ACN )  
132 595 085 in accordance with s 127(1) and s 127(3) )  
of the Corporations Act 2001:



Signature of Sole Director and Sole  
Company Secretary

 Print full name

AU536883Y



Maddocks

Mortgagee's Consent

Westpac Banking Corporation as Mortgagee under instrument of mortgage no. AJ289969H consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....

SIGNED, SEALED and DELIVERED by..... **Natalie Caruana**  
..... who holds the position of The  
Three Attorney for Westpac Banking Corporation under power  
of attorney dated 17 January 2001, a certified copy of which  
is filed in the Permanent Order Book, No. 277, Page 16.

Signature  
By executing this agreement the attorney states that the  
attorney has received no notice of the revocation of the power  
of attorney

**Danielle Lennox**

Signature of Witness

AU53683Y

**FEIGL & NEWELL PTY. LTD.** A.B.N. 91 155 326 195

*Professional Title Searchers*

ESTABLISHED 1968

*Consultant for:*

SEMI & LOCAL GOVERNMENT  
SURVEYORS  
PLANNERS  
VALUERS  
SOLICITORS  
ENVIROSCIENTISTS

*Searchers of:*

T.L.A. TITLES  
GENERAL LAW  
CROWN LANDS  
SURVEY INFORMATION  
CORPORATE AFFAIRS  
COVENANT BENEFICIARIES  
4/02/2026

**TO WHOM IT MAY CONCERN**

**RE PROPERTY: 595 MICKLEHAM ROAD, GREENVALE**

My name is Peter O'Loughlin, I am a Partner of the firm Feigl & Newell Pty Ltd, Title Searchers.

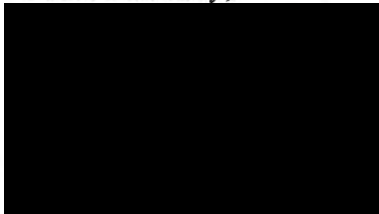
Our firm is considered to be experts in the field of Covenant Beneficiaries and we are retained by Barristers to brief them in these matters.

After careful perusal of the Covenant in Instrument of Transfer No.A208127 it would appear the beneficiaries are all the land highlighted yellow on the attached digital map bases. The land highlighted blue has the burden of said Covenant.

I came to this conclusion as the intent of the covenant in Instrument of Transfer No.A208127 is that the beneficiaries are the Registered Proprietor or Proprietors for the time being of the land now comprised in the said Certificate of Title, being Volume 6674 Folio 757, other than the land hereby transferred.

Please advise if any further information is required.

Yours faithfully,



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

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

VOLUME 08139 FOLIO 041

Security no : 124131750362N  
Produced 30/01/2026 04:28 PM

LAND DESCRIPTION

Lot 7 on Plan of Subdivision 040477.  
PARENT TITLE Volume 06674 Folio 757  
Created by instrument A208127 15/08/1956

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ289969H 03/11/2011  
WESTPAC BANKING CORPORATION

COVENANT A208127 15/08/1956

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 or imaged folio set out under DIAGRAM LOCATION below.

NOTICE Section 201UB Planning and Environment Act 1987  
AH336996N 01/07/2010

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) 2020  
AT390551T 01/07/2020

AGREEMENT Section 173 Planning and Environment Act 1987  
AU536883Y 04/07/2021

DIAGRAM LOCATION

SEE LP040477 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: 595 MICKLEHAM ROAD GREENVALE VIC 3059

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 23/10/2016

DOCUMENT END

Delivered from the LANDATA® System by Landchecker Pty Ltd

PLAN OF SUBDIVISION OF  
PART OF CROWN PORTION 8  
PARISH OF WILL WILL ROOK  
COUNTY OF BOURKE

VOL.6674 FOL.757

Measurements are in Links  
Conversion Factor  
LINKS x 0.201168 = METRES

LP 40477

EDITION 1

PLAN MAY BE LODGED 30/04/57

COLOUR CODE

E-1 = BROWN  
E-2 = GREEN

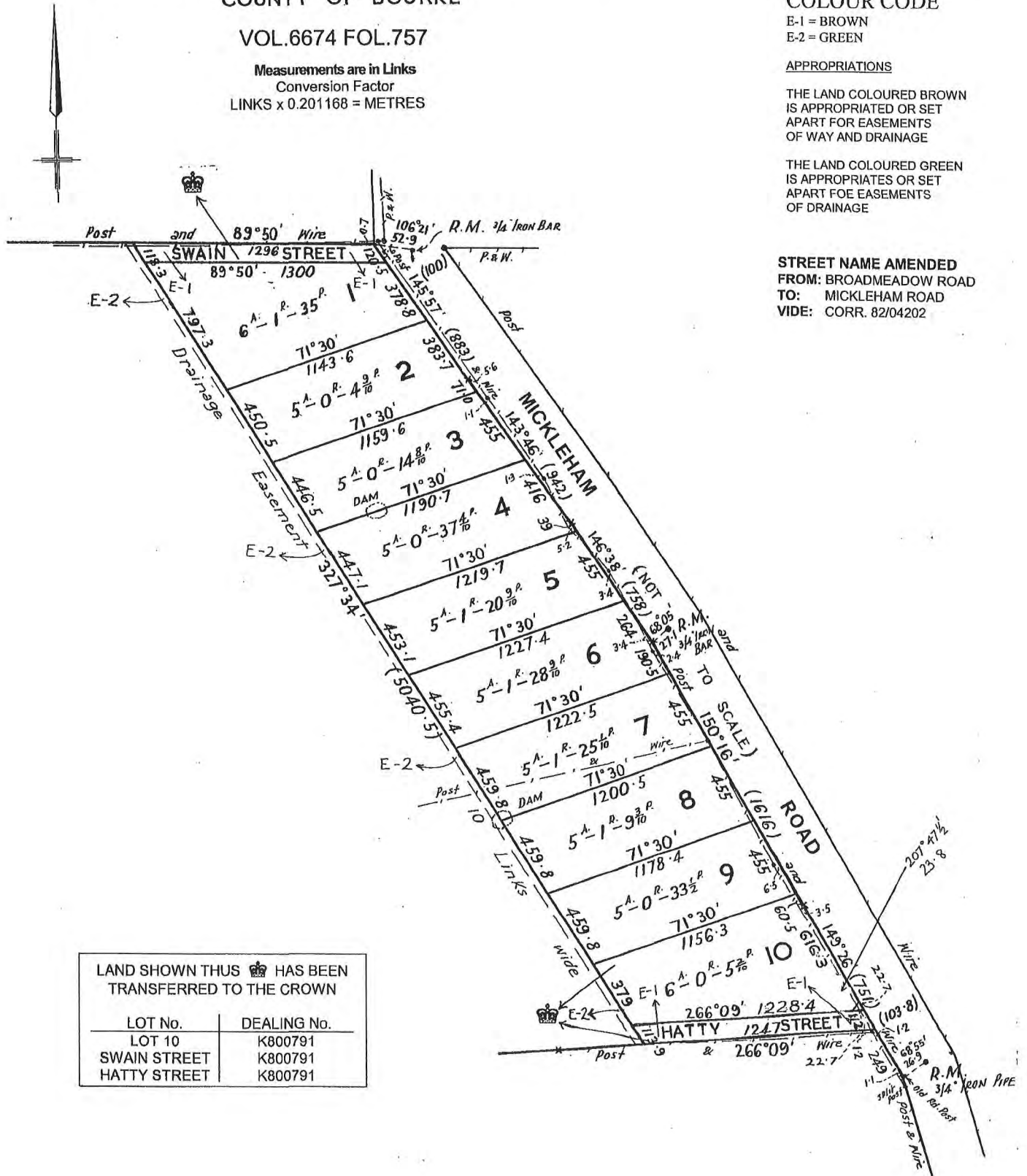
APPROPRIATIONS


THE LAND COLOURED BROWN  
IS APPROPRIATED OR SET  
APART FOR EASEMENTS  
OF WAY AND DRAINAGE

THE LAND COLOURED GREEN  
IS APPROPRIATED OR SET  
APART FOR EASEMENTS  
OF DRAINAGE

STREET NAME AMENDED

FROM: BROADMEADOW ROAD  
TO: MICKLEHAM ROAD  
VIDE: CORR. 82/04202



LAND SHOWN THUS  HAS BEEN TRANSFERRED TO THE CROWN	
LOT No.	DEALING No.
LOT 10	K800791
SWAIN STREET	K800791
HATTY STREET	K800791

53/229

A208127

A208127

15.5

\*\*\*\*\*5-D OF RT T

09-14 194432 AGE15-56

53/229



DR208127-1-4

WEIGALL & CROWTHER.

VICTORIA.

TRANSFER OF LAND.

Handwritten signature and notes: "198 wills", "154 501", "do to wealth Trading BK"

£15



FREEHOLD:

C. PAID

I, JAMES GORDON ATTWOOD formerly of Dundonald Broadmeadows but now of 68 Richardson Street Essendon Farmer being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder

IN CONSIDERATION of the sum of ONE THOUSAND FIVE HUNDRED POUNDS (£1,500). paid to me by EDWIN HERBERT GEACH of Hardington Street Glenroy Projectionist and BETTY FREY of 376 Ohea Street Pascoe Vale Stenographer DO HEREBY TRANSFER to the said Edwin Herbert Geach and Betty Frey ALL my estate and interest in ALL THAT piece of land being lot 7 on Plan of Subdivision lodged in the Office of Titles Dealing Number A119086 and being part of Crown Portion 8 Parish of Will Will Rook County of Bourke and being part of the

land more particularly described in Certificate of Title Volume 6674 Folio 757 and the said Edwin Herbert Geach and Betty Frey for themselves and their respective heirs executors administrators and transferees registered proprietor or proprietors for the time being of the land hereby transferred DO TH HEREBY COVENANT with the said James Gordon Attwood and his heirs executors administrators and transferees registered proprietor or proprietors for the time being of the land now comprised in the said Certificate of Title other than the land hereby transferred that:-

- (a) No buildings other than One dwelling house together with usual outbuildings shall be erected on the said land hereby transferred and no such dwelling house shall be erected unless constructed with a roof of tiles and be not less than 1400 square feet in area
- (b) No earth clay gravel or sand shall at any time hereafter be excavated carried away or removed from the said land hereby transferred except for the purpose of excavating for the foundations of any

STAMP DUTY 27 JUL 1957 VICTORIA

c/t 6674/757 (A)  
Area = 5<sup>1</sup>/<sub>16</sub> 25<sup>1</sup>/<sub>2</sub>  
ENC. COVT. HEREIN  
21/5/57

22 9B  
21/5/57

John  
22.5/57  
10/9/56

8/5/57

building to be erected thereon or of construct-  
ing a dam swimming pool or artificial pond

(c) The said land hereby transferred shall not be  
used for the manufacture of bricks tiles or  
pottery ware.

And it is hereby requested that the foregoing covenants be set  
out as encumbrances on the Certificate of Title to issue in respect  
of the said land hereby transferred and run with such land.

DATED the 23<sup>rd</sup> day of July One  
thousand nine hundred and fifty-six.

SIGNED by the said JAMES GORDON

ATTWOOD in Victoria in the

presence of: *B. Brown*

*J. H. Attwood*

SIGNED by the said EDWIN HERBERT

GEACH in Victoria in the presence

of: *D. Adam*

*E. Geach*

SIGNED by the said BETTY FREY

in Victoria in the presence of:

*D. Adam*

*B. Frey*



DR208127-2-1

DATED 6 1956

JAMES GORDON ATWOOD.

to

EDWIN HERBERT GEACH  
& ANOR.

TRANSFER OF LAND

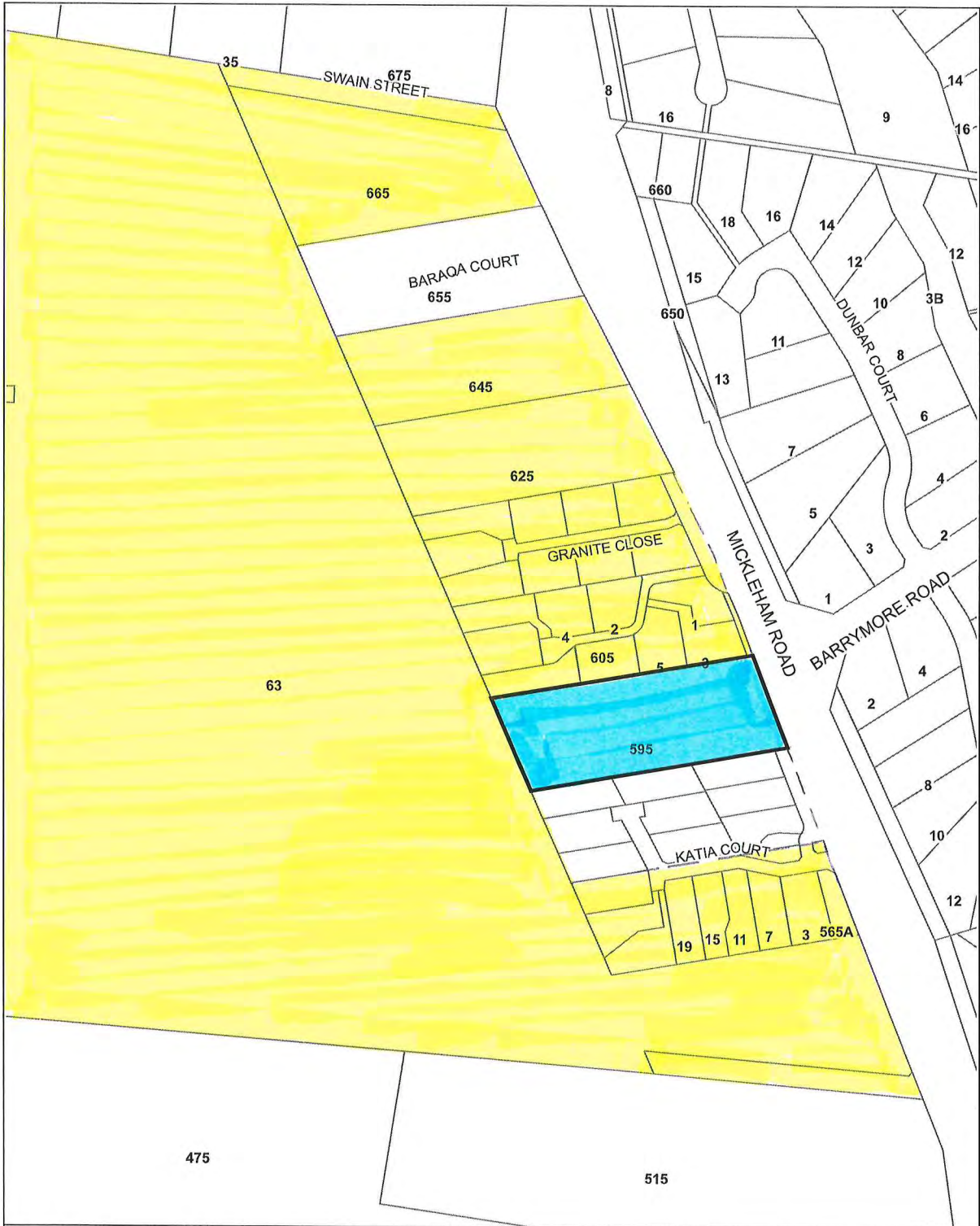
WELGAIL & CROWTHER  
SOLICITORS  
459 Mt. Collins Street,  
MELBOURNE.

A memorandum of the within instrument  
has been entered in the Register Book

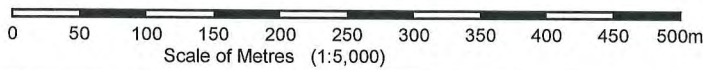
Vol. 6674 Fol 757

*S. Kennedy*  
Assistant Registrar of Titles

*6*



Data Source: Vicmap Property



MGA Zone 55  
Melways- 5 J1 (ed.42) Vicroads- 426 H12 (ed.8)  
Created 03:28 PM on Feb 4, 2026

Co-ordinates of Plot Corners

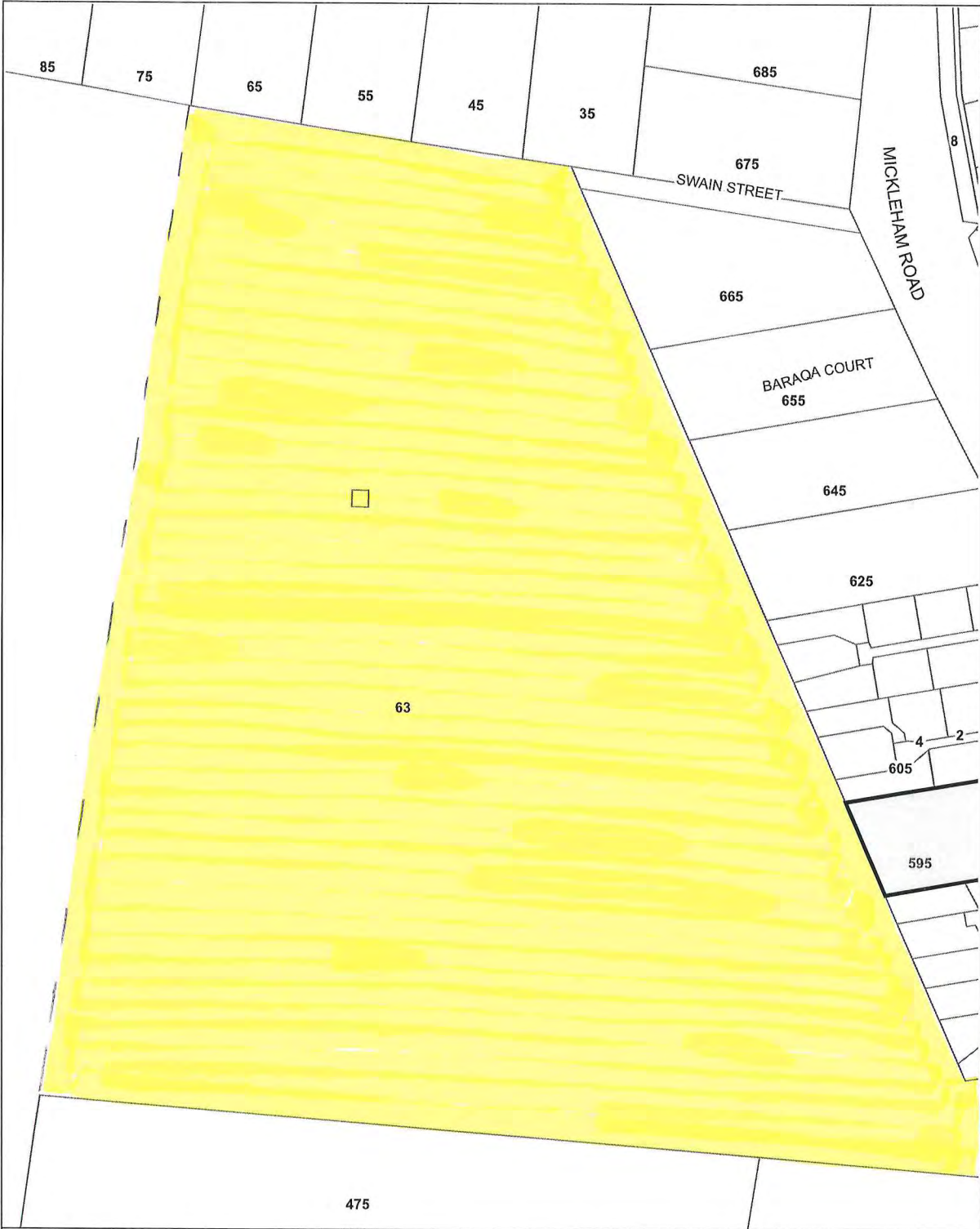
NW 312450,5830873  
SW 312474,5829751  
MGA Zone 55

**WARNING:**

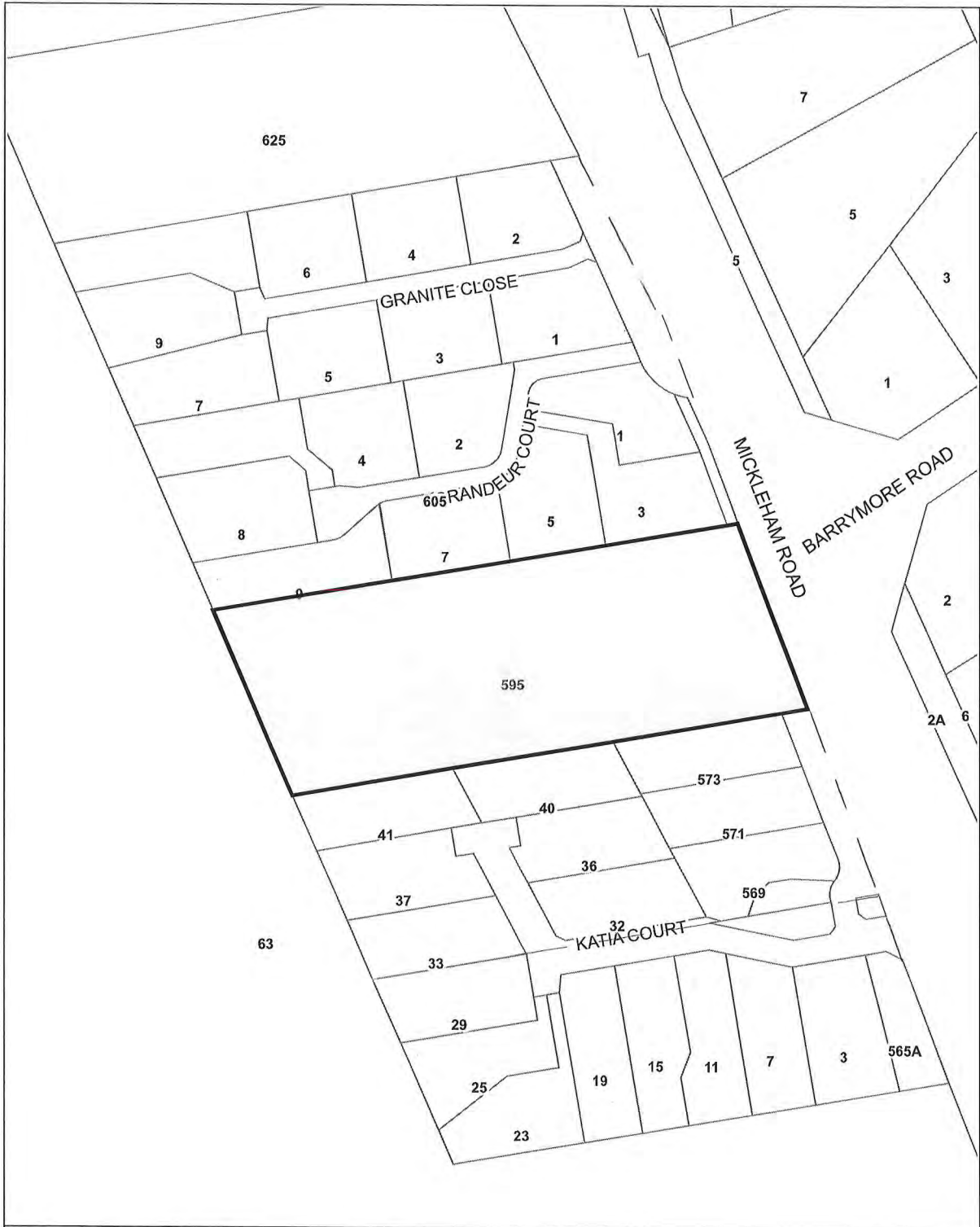
No warranty is given as to the accuracy or completeness of this map.  
Dimensions are approximate.  
For property dimensions, undertake a Title search.

Co-ordinates of Plot Corners

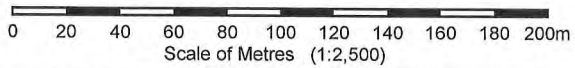
NE 313346,5830892  
SE 313370,5829770  
MGA Zone 55



Data Source: Vicmap Property		
<p>Scale of Metres (1:5,000)</p>		<p>MGA Zone 55          Melways- 178 H12 (ed.42) Vicroads- 426 H12 (ed.8)          Created 03:29 PM on Feb 4, 2026</p>
<p>Co-ordinates of Plot Corners</p> <p>NW 312121,5830959          SW 312145,5829838          MGA Zone 55</p>	<p><b>WARNING:</b>          No warranty is given as to the accuracy or completeness of this map.          Dimensions are approximate.          For property dimensions, undertake a Title search.</p>	<p>Co-ordinates of Plot Corners</p> <p>NE 313017,5830979          SE 313041,5829857          MGA Zone 55</p>



Data Source: Vicmap Property



MGA Zone 55  
 Melways- 5 J1 (ed.42) Vicroads- 426 H12 (ed.8)  
 Created 03:48 PM on Feb 4, 2026

Co-ordinates of Plot Corners  
 NW 312810,5830522  
 SW 312822,5829961  
 MGA Zone 55

**WARNING:**  
 No warranty is given as to the accuracy or completeness of this map.  
 Dimensions are approximate.  
 For property dimensions, undertake a Title search.

Co-ordinates of Plot Corners  
 NE 313258,5830532  
 SE 313270,5829971  
 MGA Zone 55



Entered in the Register Book

**CANCELLED**

Vol. 6674 Fol. 1334757

VICTORIA.

# Certificate of Title,

UNDER THE "TRANSFER OF LAND ACT 1928."

James Gordon Attwood of Dundonald Broadmeadows Farmer is-----  
 now the proprietor of an Estate in Fee-simple, subject to the Encumbrances  
 notified hereunder in *All* that piece of Land, delineated and coloured  
 red on the map in the margin containing Three hundred and ninety-nine acres and--  
 Twenty-three perches or thereabouts being part of Crown Portion Eight Parish of--  
 Will Will Rook County of Bourke-----

ORIGINAL CERTIFICATE.

Not to be dealt with outside the Titles Office.

Dated the *Five* Fifth day of August  
 thousand nine hundred and forty-three.

*One*  
*B. H. Hancock*

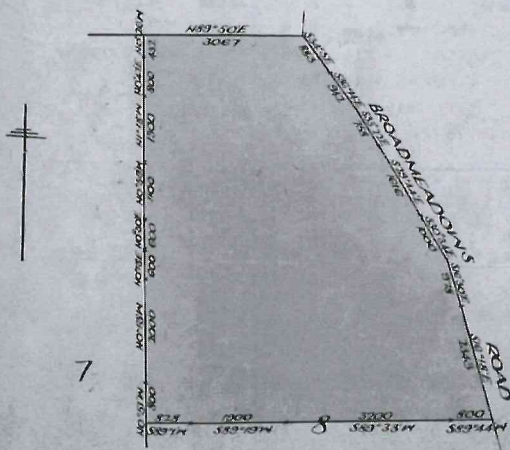


Assistant Registrar of Titles.

ENGUMBRANCES REFERRED TO.

*72*  
*750*

THE WHOLE OR PART-OF  
 THE LITTLE LAND 514  
 BEING 40477 RIN A1100808



T06674-757-1-6

*M. H. H.*  
 The Measurements are in links

FULLY CONVERTED TITLE THIS IS A SUPERSEDED FOLIO OF THE REGISTER Both text and diagram for this Folio have been fully converted to a computer Folio.

TRANSFER AS TO PART to The Commonwealth of Australia registered on 5th November 1948 numbered 1899453 CANCELLED AS TO PART See Certificate of Title Vol. 6674 Fol. 1331758 Assistant Registrar of Titles.

MORTGAGE DISCHARGE SOLDIER SETTLEMENT COMMISSION registered numbered 955-681 Assistant Registrar of Titles.

TRANSFER AS TO PART No. A154561 registered 10 MAY 1956 CANCELLED AS TO PART See Vol. 8139 Fol. 039 Area 5A OR 5P Assistant Registrar of Titles.

TRANSFER AS TO PART No. A184546 registered 5 JUL 1956 CANCELLED AS TO PART See Vol. 8139 Fol. 040 Area 5A 1R 9P Assistant Registrar of Titles.

TRANSFER AS TO PART No. A 208137 registered 15 AUG 1956 CANCELLED AS TO PART See Vol. 8139 Fol. 041 Area 5A R 25P Assistant Registrar of Titles.

TRANSFER AS TO PART No. A 254729 registered 21 NOV 1956 CANCELLED AS TO PART See Vol. 8139 Fol. 042 Area 5A 1R 29P Assistant Registrar of Titles.

TRANSFER AS TO PART No. A 267011 registered 17 DEC 1956 CANCELLED AS TO PART See Vol. 8139 Fol. 043 Area 5A OR 39 1/2 P Assistant Registrar of Titles.

TRANSFER AS TO PART No. A 273723 registered 7 JAN 1957 CANCELLED AS TO PART See Vol. 8139 Fol. 044 Area 5A OR 15P Assistant Registrar of Titles.

TRANSFER AS TO PART No. A393379 registered 28 August 1957 CANCELLED AS TO PART See Vol. 8164 Fol. 741 Area ARP Assistant Registrar of Titles.

CAVEAT No. A49221 LODGED - 7 MAR 1958 Affecting part of the land herein (land shown on plan). Caveat removed sec 106(4) B79460 28 JAN 1964

CAVEAT No. H528353 LODGED 14 MAY 1958 Affecting part of the land herein (land shown on plan except lot 1) CAVEAT WITHDRAWN 1st August 1958

CAVEAT No. A578606 LODGED 1st AUG. 1958 Affecting part of the land herein (all excepting lot one on plan) Caveat removed sec 106(4) B79460 28 JAN 1964

CAVEAT No. A578607 LODGED 1st AUG. 1958 Affecting part of the land herein LOT ONE CAVEAT LAPSED 6th May 1959

TRANSFER AS TO PART No. A733280 registered 6 May 1959 CANCELLED AS TO PART See Vol. 8225 Fol. 415 Area 2A1 Area ARP Assistant Registrar of Titles.

JAMES GORDON ATTWOOD died on 7th October 1959 Probate of His Will has been granted to OLIVE ADELE ATTWOOD of Trarwool. Widow and NOLA ADELE DICKSON of Flat 8 Palm Court Pitt Street Balgowlah New South Wales Married Woman DATED 12th July 1962 No. E460326

CAVEAT No. 8571838 LODGED 20 DEC 1962 Caveat removed sec 106(4) B79460 28 JAN 1964

TRANSFER AS TO PART No. B530570 registered 16 January 1963 CANCELLED AS TO PART See Vol. 8426 Fol. 111 Lot 9.

CAVEAT No. B716585 LODGED 29 APR 1964 CAVEAT WITHDRAWN - 8 SEP 1964

TRANSFER AS TO BALANCE No. C 18449 registered 26th August 1964 505 CANCELLED See Vol. 8542 Fol.

K.J. VICTORIA

26 APR 1965

FULLY CONVERTED TITLE THIS IS A SUPERSEDED FOLIO OF THE REGISTER. Both text and diagram for this Folio have been fully converted to a computer Folio.

SCALE: 5 Chains to an inch

Vol. 6674 Fol. - 757.




C. 18449 2 P. 2

L.P. 40477  
Sheet 2.

FULLY CONVERTED TITLE THIS IS A SUPERSEDED FOLIO OF THE REGISTER.  
Both text and diagram for this Folio have been fully converted to a computer Folio.

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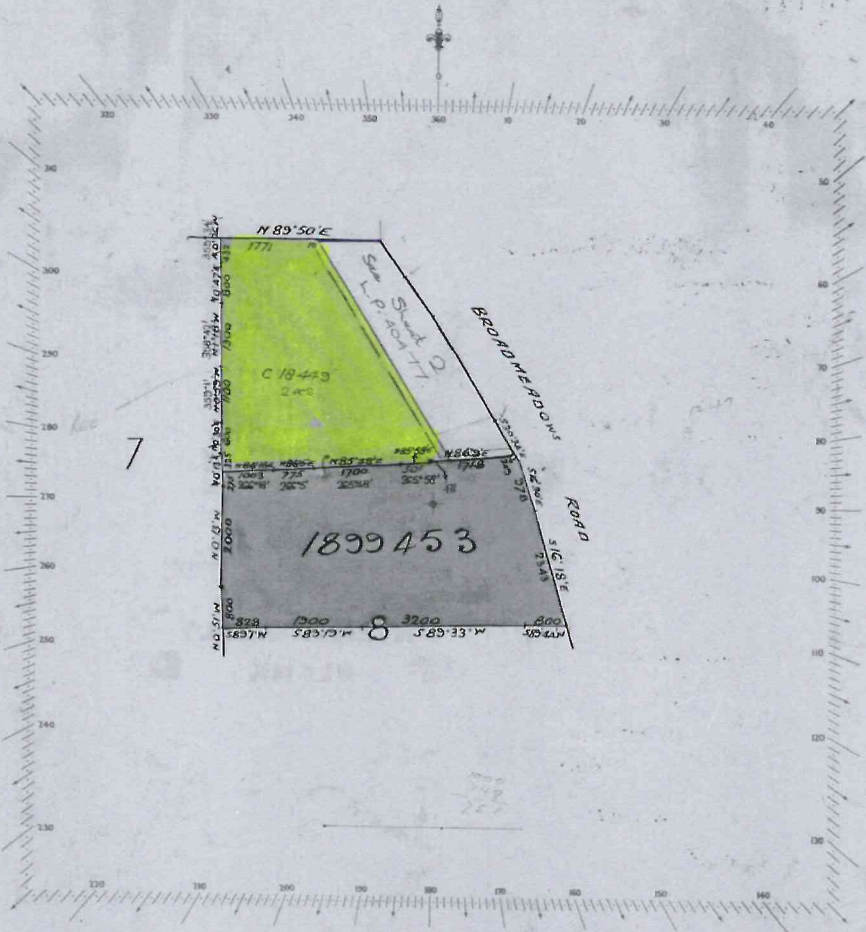
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