



The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.



## Certificate of Title - Volume 6086 Folio 400

Parent Title(s) CT 6048/140

Creating Dealing(s) RTC 11647445

Title Issued 03/11/2011 Edition 3 Edition Issued 21/07/2023

Diagram Reference D87856 02

### Estate Type

FEE SIMPLE

### Registered Proprietor

KEVIN WARREN WROBEL  
DENISE WROBEL  
OF 6 VALLEY COURT SHEIDOW PARK SA 5158  
AS JOINT TENANTS

### Description of Land

ALLOTMENT 43 DEPOSITED PLAN 87856  
IN THE AREA NAMED SHEIDOW PARK  
HUNDRED OF NOARLUNGA

### Easements

SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED F FOR SEWERAGE PURPOSES TO SOUTH AUSTRALIAN WATER CORPORATION (223LG RPA)

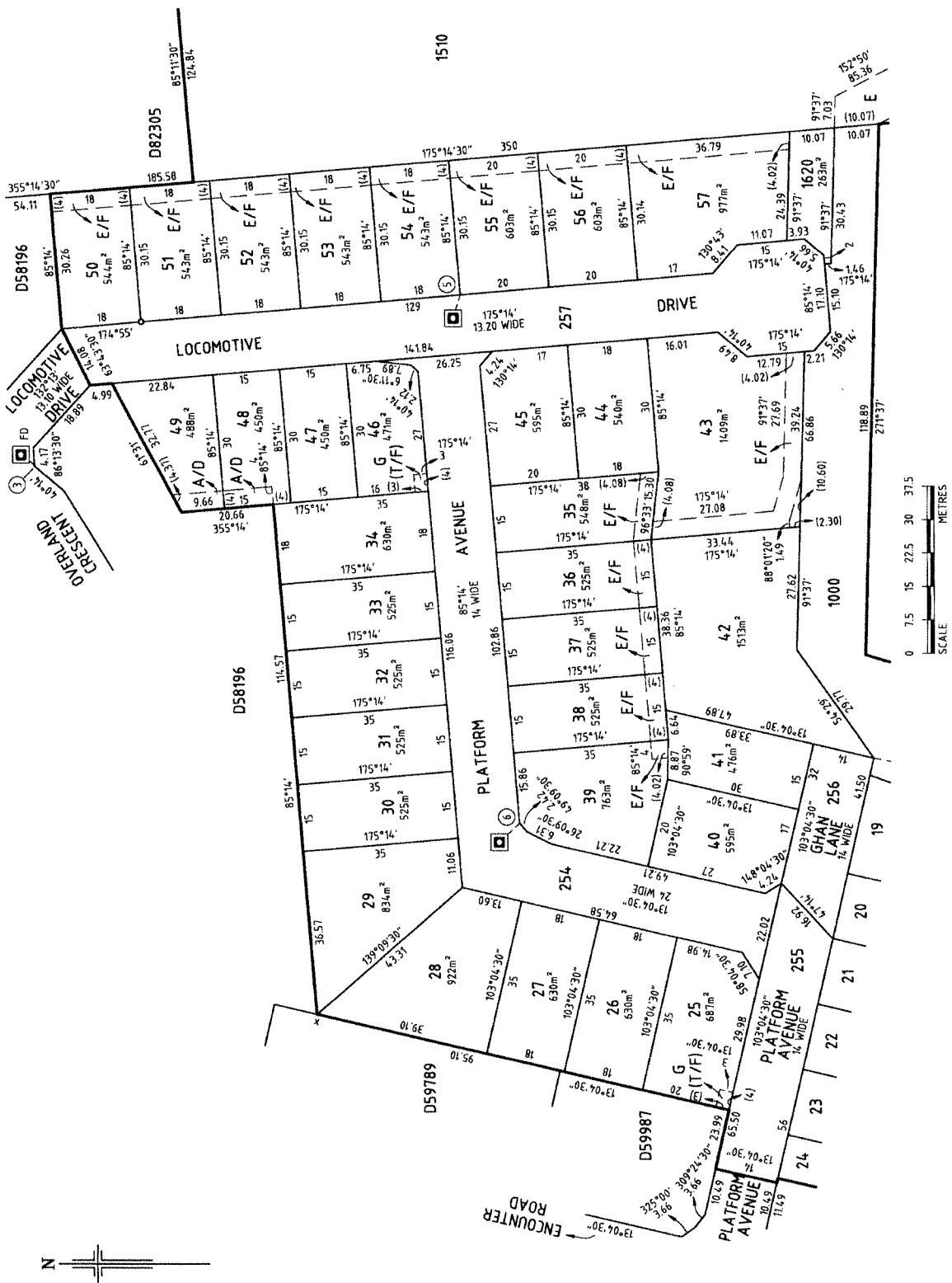
SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED E FOR DRAINAGE PURPOSES TO THE COUNCIL FOR THE AREA (223LG RPA)

### Schedule of Dealings

Dealing Number	Description
11670674	ENCUMBRANCE TO BORAL RESOURCES (SA) LTD.
11670675	ENCUMBRANCE TO LANDSA PTY. LTD.

### Notations

Dealings Affecting Title	NIL
Priority Notices	NIL
Notations on Plan	NIL
Registrar-General's Notes	NIL
Administrative Interests	NIL



# Property Interest Report

Provided by Land Services SA on behalf of the South Australian Government

<b>Title Reference</b>	CT 6086/400	<b>Reference No.</b> 2585445
<b>Registered Proprietors</b>	K W & D*WROBEL	<b>Prepared</b> 10/07/2024 09:47
<b>Address of Property</b>	14 LOCOMOTIVE DRIVE, SHEIDOW PARK, SA 5158	
<b>Local Govt. Authority</b>	THE CORPORATION OF THE CITY OF MARION	
<b>Local Govt. Address</b>	PO BOX 21 OAKLANDS PARK SA 5046	

This report provides information that may be used to complete a Form 1 as prescribed in the *Land and Business (Sale and Conveyancing) Act 1994*

## Table of Particulars

Particulars of mortgages, charges and prescribed encumbrances affecting the land as identified in Division 1 of the Schedule to Form 1 as described in the Regulations to the *Land and Business (Sale and Conveyancing) Act 1994*

**All enquiries relating to the Regulations or the Form 1 please contact Consumer & Business Services between 8:30 am and 5:00 pm on 131 882 or via their website [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)**

Prescribed encumbrance Particulars (Particulars in bold indicates further information will be provided)

### 1. General

1.1	Mortgage of land	Refer to the Certificate of Title
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>		
1.2	Easement (whether over the land or annexed to the land)	Refer to the Certificate of Title
Note--"Easement" includes rights of way and party wall rights		
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>		
1.3	Restrictive covenant	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>		
1.4	Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)	Refer to the Certificate of Title also Contact the vendor for these details
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>		
1.5	Caveat	Refer to the Certificate of Title
1.6	Lien or notice of a lien	Refer to the Certificate of Title

### 2. Aboriginal Heritage Act 1988

2.1	section 9 - Registration in central archives of an Aboriginal site or object	Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title
2.2	section 24 - Directions prohibiting or restricting access to, or activities on, a site or	Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title

	an area surrounding a site	
2.3	Part 3 Division 6 - Aboriginal heritage agreement	Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title  also  Refer to the Certificate of Title
<b>3.</b>	<b>Burial and Cremation Act 2013</b>	
3.1	section 8 - Human remains interred on land	Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title  also  contact the vendor for these details
<b>4.</b>	<b>Crown Rates and Taxes Recovery Act 1945</b>	Crown Lands Program in DEW has no record of any notice affecting this title
4.1	section 5 - Notice requiring payment	
<b>5.</b>	<b>Development Act 1993 (repealed)</b>	
5.1	section 42 - Condition (that continues to apply) of a development authorisation	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title  also  Contact the Local Government Authority for other details that might apply
5.2	<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> section 50(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title  also  Contact the Local Government Authority for other details that might apply
5.3	section 50(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title  also  Contact the Local Government Authority for other details that might apply
5.4	section 55 - Order to remove or perform work	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title  also  Contact the Local Government Authority for other details that might apply
5.5	section 56 - Notice to complete development	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title  also  Contact the Local Government Authority for other details that might apply
5.6	section 57 - Land management agreement	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title  also  Refer to the Certificate of Title
5.7	section 60 - Notice of intention by building owner	Contact the vendor for these details
5.8	section 69 - Emergency order	State Planning Commission in the Department for Trade and Investment has no record of any order affecting this title  also  Contact the Local Government Authority for other details that might apply
5.9	section 71 - Fire safety notice	Building Fire Safety Committee in the Department for Trade and Investment has no record of any notice affecting this title

5.10	section 84 - Enforcement notice	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.11	section 85(6), 85(10) or 106 - Enforcement order	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.12	Part 11 Division 2 - Proceedings	Contact the Local Government Authority for other details that might apply also Contact the vendor for these details

## 6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
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*[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*

## 7. Emergency Services Funding Act 1998

7.1	section 16 - Notice to pay levy	An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.  Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a>
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## 8. Environment Protection Act 1993

8.1	section 59 - Environment performance agreement that is registered in relation to the land	EPA (SA) does not have any current Performance Agreements registered on this title
8.2	section 93 - Environment protection order that is registered in relation to the land	EPA (SA) does not have any current Environment Protection Orders registered on this title
8.3	section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.4	section 99 - Clean-up order that is registered in relation to the land	EPA (SA) does not have any current Clean-up orders registered on this title
8.5	section 100 - Clean-up authorisation that is registered in relation to the land	EPA (SA) does not have any current Clean-up authorisations registered on this title
8.6	section 103H - Site contamination assessment order that is registered in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.7	section 103J - Site remediation order that is registered in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.8	section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination)	EPA (SA) does not have any current Orders registered on this title

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title
<b>9. Fences Act 1975</b>		
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
<b>10. Fire and Emergency Services Act 2005</b>		
10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor
<b>11. Food Act 2001</b>		
11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
<b>12. Ground Water (Qualco-Sunlands) Control Act 2000</b>		
12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title
<b>13. Heritage Places Act 1993</b>		
13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title
<b>14. Highways Act 1926</b>		
14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title
<b>15. Housing Improvement Act 1940 (repealed)</b>		
15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title
<b>16. Housing Improvement Act 2016</b>		

16.1	Part 3 Division 1 - Assessment, improvement or demolition orders	Housing Safety Authority has no record of any notice or declaration affecting this title
16.2	section 22 - Notice to vacate premises	Housing Safety Authority has no record of any notice or declaration affecting this title
16.3	section 25 - Rent control notice	Housing Safety Authority has no record of any notice or declaration affecting this title
<b>17. <i>Land Acquisition Act 1969</i></b>		
17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply
<b>18. <i>Landscape South Australia Act 2019</i></b>		
18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title also DEW has no record of any notice affecting this title
18.5	section 108 - Notice to maintain watercourse or lake in good condition	The regional landscape board has no record of any notice affecting this title
18.6	section 109 - Notice restricting the taking of water or directing action in relation to the taking of water	DEW has no record of any notice affecting this title
18.7	section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
18.8	section 112 - Permit (or condition of a permit) that remains in force	The regional landscape board has no record of any permit (that remains in force) affecting this title also DEW has no record of any permit (that remains in force) affecting this title
18.9	section 120 - Notice to take remedial or other action in relation to a well	DEW has no record of any notice affecting this title
18.10	section 135 - Water resource works approval	DEW has no record of a water resource works approval affecting this title
18.11	section 142 - Site use approval	DEW has no record of a site use approval affecting this title
18.12	section 166 - Forest water licence	DEW has no record of a forest water licence affecting this title
18.13	section 191 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
18.14	section 193 - Notice to comply with action order for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
18.15	section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
18.16	section 196 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
18.17	section 207 - Protection order to secure compliance with specified provisions of the	The regional landscape board has no record of any notice affecting this title

	Act	
18.18	section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title
18.19	section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title
18.20	section 215 - Orders made by ERD Court	The regional landscape board has no record of any notice affecting this title
18.21	section 219 - Management agreements	The regional landscape board has no record of any notice affecting this title
18.22	section 235 - Additional orders on conviction	The regional landscape board has no record of any notice affecting this title
<b>19. <i>Land Tax Act 1936</i></b>		
19.1	Notice, order or demand for payment of land tax	<p><b>A Land Tax Certificate will be forwarded.</b>  <b>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b></p> <p><b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b></p>
<b>20. <i>Local Government Act 1934 (repealed)</i></b>		
20.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply
<b>21. <i>Local Government Act 1999</i></b>		
21.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply
<b>22. <i>Local Nuisance and Litter Control Act 2016</i></b>		
22.1	section 30 - Nuisance or litter abatement notice	Contact the Local Government Authority for other details that might apply
<b>23. <i>Metropolitan Adelaide Road Widening Plan Act 1972</i></b>		
23.1	section 6 - Restriction on building work	Transport Assessment Section within DIT has no record of any restriction affecting this title
<b>24. <i>Mining Act 1971</i></b>		
24.1	Mineral tenement (other than an exploration licence)	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
24.2	section 9AA - Notice, agreement or order to waive exemption from authorised operations	Contact the vendor for these details
24.3	section 56T(1) - Consent to a change in authorised operations	Contact the vendor for these details
24.4	section 58(a) - Agreement authorising tenement holder to enter land	Contact the vendor for these details
24.5	section 58A - Notice of intention to commence authorised operations or apply for lease or licence	Contact the vendor for these details
24.6	section 61 - Agreement or order to pay compensation for authorised operations	Contact the vendor for these details
24.7	section 75(1) - Consent relating to extractive minerals	Contact the vendor for these details
24.8	section 82(1) - Deemed consent or agreement	Contact the vendor for these details

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
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## **25. *Native Vegetation Act 1991***

25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title

## **26. *Natural Resources Management Act 2004 (repealed)***

26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title

## **27. *Outback Communities (Administration and Management) Act 2009***

27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title
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## 28. ***Phylloxera and Grape Industry Act 1995***

28.1 section 23(1) - Notice of contribution payable

The Phylloxera and Grape Industry Board of South Australia has no vineyard registered against this title. However all properties with greater than 0.5 hectares of planted vines are required to be registered with the board

## 29. ***Planning, Development and Infrastructure Act 2016***

29.1 Part 5 - Planning and Design Code

*[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*

Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.

also

Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title

also

For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority

also

Contact the Local Government Authority for other details that might apply to a place of local heritage value

also

For details of declared significant trees affecting this title, contact the Local Government Authority

also

### **Code Amendment**

Lot 51 and 52 (86-88) Morphett Road - South Australian Jockey Club Incorporated (SAJC) are proposing to rezone approximately 1.5 hectares of land at 86-88 Morphett Rd Glengowrie, from the Recreation Zone to the Urban Neighbourhood Zone. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone 1800752664.

### **Code Amendment**

Residential Driveway Crossovers - draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.

### **Code Amendment**

Southern Suburbs Residential Policy – Marion Council is seeking to rezone land across Darlington, Hallett Cove, Marino, O'Halloran Hill, Seaciff Park, Seacombe Heights, Seaview Downs, Sheidow Park and Trott Park (the Affected Area), to provide a consistent policy approach to sloping land that facilitates opportunity for subdivision and redevelopment where appropriate. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.

### **Code Amendment**

Tunnel Protection Overlay (early commencement) - The Department for Infrastructure and Transport is introducing a Tunnel Protection Overlay that will apply to the River Torrens to Darlington Project (T2D) tunnels. The Overlay aims to ensure that future development activity and construction work nearby does not impact the tunnels. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.

### **Code Amendment**

Centre Zone Adjustment - Marion Council seeks to align the most appropriate zone and policy to each affected site and existing land use, to enable/support more efficient and effective future planning outcomes. For more information, refer to the 'Code

Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.

#### Code Amendment

Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at <https://plus.geodata.sa.gov.au/bushfire/index.html>. For more information, please visit [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664).

#### Code Amendment

Morphettville/Glengowrie Horse Related Activities - Marion Council is proposing to amend the planning policy relating to land located adjacent the Morphettville Racecourse on the southern side of Bray Street in Morphettville and the western side of Morphett Road in Glengowrie. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.

#### Code Amendment

Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment - The Chief Executive of the Department for Trade and Investment has initiated the Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment to review the definitions for 'ancillary accommodation' and 'student accommodation'. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal [https://plan.sa.gov.au/have\\_your\\_say/general\\_consultations](https://plan.sa.gov.au/have_your_say/general_consultations) or phone PlanSA on 1800752664.

29.2	section 127 - Condition (that continues to apply) of a development authorisation <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.3	section 139 - Notice of proposed work and notice may require access	Contact the vendor for these details
29.4	section 140 - Notice requesting access	Contact the vendor for these details
29.5	section 141 - Order to remove or perform work	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.6	section 142 - Notice to complete development	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.7	section 155 - Emergency order	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply

29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item also Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item also State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title

### **30. *Plant Health Act 2009***

30.1	section 8 or 9 - Notice or order concerning pests	Plant Health in PIRSA has no record of any notice or order affecting this title
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### **31. *Public and Environmental Health Act 1987 (repealed)***

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
31.2	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2 - Condition (that continues to apply) of an approval</i>	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply
31.3	<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19 - Maintenance order (that has not been complied with)</i>	Public Health in DHW has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply

### **32. *South Australian Public Health Act 2011***

32.1	section 66 - Direction or requirement to avert spread of disease	Public Health in DHW has no record of any direction or requirement affecting this title
32.2	section 92 - Notice	Public Health in DHW has no record of any notice affecting this title also Contact the Local Government Authority for other details that might apply
32.3	<i>South Australian Public Health (Wastewater) Regulations 2013 Part 4 - Condition (that</i>	Public Health in DHW has no record of any condition affecting this title

continues to apply) of an approval also

Contact the Local Government Authority for other details that might apply

### **33. *Upper South East Dryland Salinity and Flood Management Act 2002 (expired)***

33.1 section 23 - Notice of contribution payable DEW has no record of any notice affecting this title

### **34. *Water Industry Act 2012***

34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement

**An SA Water Certificate will be forwarded.  
If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950**

also

The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title

also

Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.

also

Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.

also

Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

### **35. *Water Resources Act 1997 (repealed)***

35.1 section 18 - Condition (that remains in force) of a permit DEW has no record of any condition affecting this title

35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy DEW has no record of any notice affecting this title

### **36. *Other charges***

36.1 Charge of any kind affecting the land (not included in another item) Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

## Other Particulars

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Other particulars as identified in Division 2 of the Schedule to Form 1 as described in the *Regulations to the Land and Business (Sale and Conveyancing) Act 1994*

1. Particulars of transactions in last 12 months Contact the vendor for these details
2. Particulars relating to community lot (including strata lot) or development lot Enquire directly to the Secretary or Manager of the Community Corporation
3. Particulars relating to strata unit Enquire directly to the Secretary or Manager of the Strata Corporation
4. Particulars of building indemnity insurance Contact the vendor for these details  
also  
Contact the Local Government Authority
5. Particulars relating to asbestos at workplaces Contact the vendor for these details
6. Particulars relating to aluminium composite panels Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details.
7. Particulars relating to court or tribunal process Contact the vendor for these details
8. Particulars relating to land irrigated or drained under Irrigation Acts SA Water will arrange for a response to this item where applicable
9. Particulars relating to environment protection Contact the vendor for details of item 2  
also  
EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title  
also  
Contact the Local Government Authority for information relating to item 6
10. Particulars relating to *Livestock Act, 1997* Animal Health in PIRSA has no record of any notice or order affecting this title

## Additional Information

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The following additional information is provided for your information only.

These items are not prescribed encumbrances or other particulars prescribed under the Act.

1. Pipeline Authority of S.A. Easement Epic Energy has no record of a Pipeline Authority Easement relating to this title
2. State Planning Commission refusal No recorded State Planning Commission refusal
3. SA Power Networks SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title
4. South East Australia Gas Pty Ltd SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property
5. Central Irrigation Trust Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title.
6. ElectraNet Transmission Services ElectraNet has no current record of a high voltage transmission line traversing this property
7. Outback Communities Authority Outback Communities Authority has no record affecting this title
8. Dog Fence (*Dog Fence Act 1946*) The Dog Fence Board has no current interest in Dog Fence rates relating to this title.
9. Pastoral Board (*Pastoral Land Management and Conservation Act 1989*) The Pastoral Board has no current interest in this title
10. Heritage Branch DEW (*Heritage Places Act 1993*) Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title
11. Health Protection Programs – Department for Health and Wellbeing Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title.

## Notices

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Notices are printed under arrangement with organisations having some potential interest in the subject land. You should contact the identified party for further details.

### **Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements (including those related to gas, water and sewage)**

#### Building restrictions

It is an offence under section 86 of the *Electricity Act 1996* to erect a building or structure within a prescribed distance of aerial or underground powerlines. In some, but not all, cases approval may be obtained from the Technical Regulator. Generally, however, land owners must not build, or alter a building or structure, with the result that any part of the resulting building or structure is within the minimum clearance distance required from certain types of powerlines. These building limitations are set out in the *Electricity (General) Regulations 2012* regulations 81 and 82. Purchasers intending to redevelop the property to be purchased should therefore be aware that the restrictions under the *Electricity Act* and *Regulations* may affect how, or if, they are able to redevelop the property.

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:

- a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
- b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
- c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

Contact the Office of the Technical Regulator in DEM on 8226 5500 for further details.

#### Statutory easements

Statutory easements for purposes such as (and without limitation) electricity, telecommunications, gas, water and sewage, may also exist, but may not be registered or defined on the title for the land.

Separate from the above building restrictions, South Australia's electricity supply and transmission businesses have statutory easements over land where part of the electricity distribution or transmission system was on, above or under the land as at particular dates specified by legislation.

This notice does not necessarily imply that any statutory or other easement exists.

However, where in existence, statutory easements may provide these organisations and businesses (identified in the relevant legislation) with the right of entry, at any reasonable time, to operate, repair, examine, replace, modify or maintain their equipment, to bring any vehicles or equipment on the land for these purposes, and to install, operate and carry out work on any pipelines, electricity or telecommunications cables or equipment that may be incorporated in, or attached to, their equipment (For example, see Clause 2 of Schedule 1 of the *Electricity Corporations (Restructuring and Disposal) Act 1999*; section 48A of the *Electricity Act 1996*).

For further clarification on these matters, please contact the relevant organisations or businesses, such as SA Power Networks' Easements Branch on telephone 8404 5897 or 8404 5894.

If you intend to excavate, develop or subdivide land, it is suggested that you first lodge a 'Dial Before you Dig' enquiry. Dial Before You Dig is a free referral service that provides information on the location of underground infrastructure. Using the Dial Before you Dig service (<https://1100.com.au>) may mitigate the risk of injury or expense resulting from inadvertent interference with, damage to, or requirement to relocate infrastructure.

#### ***Land Tax Act 1936* and *Regulations* thereunder**

Agents should note that the current owner will remain liable for any additional charge accruing due before the date of this certificate which may be assessed on the land and also that the purchaser is only protected in respect of the tax for the financial year for which this certificate is issued. If the change of ownership will not occur on or before the 30th June, another certificate should be sought in respect of the next financial year or requests for certificate should not be made until after 30th June.

#### ***Animal and Plant Control (Agriculture Protection and other purposes) Act 1986* and *Regulations***

Agents should note that this legislation imposes a responsibility on a landholder to control and keep controlled proclaimed plants and particular classes of animals on a property.

Information should be obtained from:

- The vendor about the known presence of proclaimed plants or animals on the property including details which the vendor can obtain from records held by the local animal and plant control board
- The local animal and plant control board or the Animal and Plant Control Commission on the policies and priorities relating to the control of any serious proclaimed plants or animals in the area where the property is located.

#### ***Landscape South Australia 2019***

Water Resources Management - Taking of underground water

Under the provisions of the *Landscape South Australia Act 2019*, if you intend to utilise underground water on the land subject to this enquiry the following apply:

- A well construction permit accompanied by the prescribed fee is required if a well/bore exceeding 2.5 meters is to be constructed. As the prescribed fee is subject to annual review, you should visit the webpage below to confirm the current fee
- A licensed well driller is required to undertake all work on any well/bore
- Work on all wells/bore is to be undertaken in accordance with the *General specification for well drilling operations affecting water in South Australia*.

Further information may be obtained by visiting <https://www.environment.sa.gov.au/licences-and-permits/water-licence-and-permit-forms>. Alternatively, you may contact the Department for Environment and Water on (08) 8735 1134 or email [DEWwaterlicensing@sa.gov.au](mailto:DEWwaterlicensing@sa.gov.au).

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12:19 8-Nov-2011  
Single Copy Only 3 of 5 Fees: \$140.00

Prefix
E
Series No.
3

63

\$140.00

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

**MEMORANDUM OF ENCUMBRANCE**

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &  
STAMP DUTY PURPOSES ONLY**

**BELOW THIS LINE FOR AGENT USE ONLY**

CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1886

  
Solicitor/Registered Conveyancer/Encumbrancer  
KRISTIN SANDERSON

AGENT CODE

Lodged by:

CQAA 12

Correction to: Piper Alderman PIAL

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH  
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

- 1.....
- 2.....
- 3.....
- 4.....

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

- 1.....
- 2.....
- 3.....
- 4.....

**DELIVERY INSTRUCTIONS** (Agent to complete)  
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED  
AGENT(S)

ITEM(S)	AGENT CODE

RN44

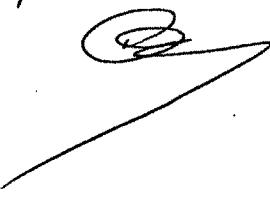
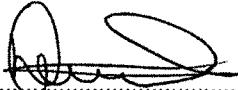
CORRECTION 22/11/2011	PASSED u/s
REGISTERED	
- 2 DEC 2011	



26860015v1

DATED 8<sup>th</sup> November 2011  
IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCE in  
accordance with the terms and conditions expressed herein subject to  
such exclusions and amendments herein

Signature of ENCUMBRANCER – Kevin Warren Wrobel



Signature of WITNESS – Signed in my presence by the  
ENCUMBRANCER who is either personally known to me or has  
satisfied me as to his or her identity.\*

DAVID STAN WROBEL

Print Full Name of Witness (BLOCK LETTERS)

LOT 1 HILLVIEW RD

STRATHALBYN 5255

Address of Witness

Business Hours Telephone No. 0412 046 487

Denise Wrobel



Signature of WITNESS – Signed in my presence by the  
ENCUMBRANCER who is either personally known to me or has  
satisfied me as to his or her identity.\*

DAVID STAN WROBEL

Print Full Name of Witness (BLOCK LETTERS)

LOT 1 HILLVIEW RD

STRATHALBYN 5255

Address of Witness

Business Hours Telephone No. 0412 046 487

\*NB: A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing.

## MEMORANDUM OF ENCUMBRANCE

## CERTIFICATE(S) OF TITLE BEING ENCUMBERED

The whole of the land comprised in Allotment 43 in DP 87856 being portion of the land comprised in Certificate of Title Register Book Volume 6048 Folio 140 now the whole of CT 6048 Folio 1403 land in *SD*

up  
Inde

ESTATE AND INTEREST	ENCUMBRANCES
Estate in fee simple	NIL

## ENCUMBRANCER (Full Name and Address)

**Kevin Warren Wrobel and Denise Wrobel** both of 6 Valley Court Sheidow Park SA 5158

## ENCUMBRANCEE (Full Name, Address and Mode of Holding)

**BORAL RESOURCES (SA) LIMITED ACN 007 516 494** of 1 Station Place Hindmarsh SA 5007

## OPERATIVE CLAUSE

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND ABOVE DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE SUBJECT TO THE ENCUMBRANCES AND OTHER INTERESTS AS SHOWN HEREON WITH AN ANNUITY OR RENT CHARGE OF

(a) Insert the amount of the annuity or rent charge

(a) ten cents (10¢)

(b) State the term of the annuity or rent charge.  
If for life use the words "during his or her lifetime"

(b) TO BE PAID TO THE ENCUMBRANCEE if demanded for a term of two hundred (200) years from the date hereof

(c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2.

(c) AT THE TIMES AND IN THE MANNER FOLLOWING  
on the 30<sup>th</sup> day of June next and on each succeeding 30<sup>th</sup> day of June

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

As set out in the pages annexed hereto and marked "A"

*(the remainder of this page is intentionally blank)*

"A"

**THE ENCUMBRANCER AND THE ENCUMBRANCEE AGREE AS FOLLOWS:**

**1. Payment of Rent Charge:**

- 1.1 The encumbrancer will pay to the encumbrancee the sum of 10 cents (if demanded) on the 30th day of June next and on each succeeding 30th day of June.
- 1.2 The encumbrancee will not demand payment of the annuity if the encumbrancer does not breach this encumbrance.
- 1.3 Any demand by the encumbrancee that the annuity be paid shall not prejudice the rights of the encumbrancee to an injunction to prevent or restrain any breach of the covenants or agreements contained in this encumbrance or to damages for any breach.

**2. Extractive Industry**

- 2.1 The encumbrancer acknowledges that the encumbrancee conducts on land adjacent to or in the vicinity of the said land the business and operations of an extractive industry with all of its associated processes and uses and that the conduct of such extractive industry is liable to generate noise, dust, fumes, vibration, air blast and all of the other effects associated with the conduct of an extractive industry and to increase traffic in and about the said land.
- 2.2 The encumbrancer will not instigate, conduct or support any complaint, prosecution, proceedings, action or demand so as to cause restriction, damage, loss, impediment or any interference with the operation by the encumbrancee of the extractive industry and related processes and uses as referred to in Clause 2.1

**3. Indemnity**

The encumbrancer will indemnify and keep indemnified and save the encumbrancee harmless against all actions, demands, losses, damage (whether actual or contingent) and costs incurred, suffered or sustained by the encumbrancee as a result of or arising out of any breach by the encumbrancer of this encumbrance.

**4. Dealing with the Land**

- 4.1 The encumbrancee will consent to any dealing with the said land provided it does not prejudice or adversely affect the encumbrancee's rights under this encumbrance and provided that the encumbrancer will not transfer an estate in fee simple in the said land to any person without first:
  - 4.1.1 obtaining from the transferee a covenant that the transferee will execute an encumbrance in favour of the encumbrancee in terms identical to this encumbrance and that such encumbrance will be the first document registered on its certificate or Certificate of Title relating to the said land after the transfer of the said land to the transferee;

- 4.1.2 procuring the delivery to the encumbrancee of the encumbrance referred to in Clause 4.1.1 duly executed and ensuring registration of such encumbrance in accordance with Clause 4.1.1.
- 4.2 Without prejudice to the provisions of Clause 4.1 each person deriving an estate and interest in fee simple in the said land or any part of it shall by accepting the instrument of transfer under the Real Property Act be deemed to have covenanted with the encumbrancer to perform and observe all the covenants of the encumbrancer contained in this encumbrance. Each person claiming an estate and interest as mortgagee or encumbrancee in the said land or any part of it subject to this encumbrance shall by becoming registered as such be deemed to have covenanted with the encumbrancee that such person will not exercise any power of sale without obtaining from the proposed transferee the covenant referred to in Clause 4.1.1 and delivering to the encumbrancee an encumbrance as mentioned in Clause 4.1.2 and in the case of a mortgagee that the mortgagee will not exercise the power of foreclosure without executing and delivering to the encumbrancee a covenant by the mortgagee to perform and observe all of the covenants of the encumbrancer contained in this encumbrance.

## 5. **Statutory Powers**

The encumbrancee may exercise all of the powers conferred by the Real Property Act 1886 upon an encumbrancee so far as they are applicable and not inconsistent with the provisions of this encumbrance.

## 6. **Costs**

All costs, charges and expenses including costs as between solicitor and client which may be incurred by the encumbrancee in:

- 6.1 preparation, execution, stamping and registration of this encumbrance and all stamp duty and registration fees;
- 6.2 the exercise or enforcement or attempted exercise or enforcement of any power right or remedy conferred upon the encumbrancee under this encumbrance by the Real Property Act or which the encumbrancee may in any other way incur owing to default in the observance of any of the covenants contained in this encumbrance or implied by this encumbrance;
- 6.3 considering or consenting to any dealing with the said land by the encumbrancer;
- 6.4 considering or consenting to any application for a discharge of this encumbrance and preparing a discharge of this encumbrance including all stamp duty and registration fees; and
- 6.5 preparing an encumbrance from a transferee of the said land including all stamp duty and registration fees,

will be paid by the encumbrancer to the encumbrancee on demand.

## 7. **Release**

Subject to having duly observed and performed the obligations contained in its encumbrance the person named herein as the encumbrancer and each transferee of the said land subject to this encumbrance shall respectively be released and discharged from the payment of the annuity and from the performance and observance of the covenants contained or implied in this encumbrance forthwith upon that party or transferee ceasing to be registered as proprietor of the said land.

8. **Interpretation**

- 8.1 In this encumbrance unless repugnant to the context:
  - 8.1.1 "**annuity**" means the rent charged referred to in Clause 1.1 of this encumbrance;
  - 8.1.2 "**encumbrancee**" shall include the successors and assigns of the encumbrancee;
  - 8.1.3 "**encumbrancer**" shall include the registered proprietor from time to time of the said land;
  - 8.1.4 "**the said land**" means the land hereby encumbered;
- 8.2 words importing the singular include the plural and vice versa and words importing the one gender shall embrace the other genders;
- 8.3 any reference to a person shall be deemed to include a corporate body and vice versa.

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Series No.

4

\$140 BRO FED

**BELOW THIS LINE FOR AGENT USE ONLY**

CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1886

  
Registered Conveyancer  
G M Stevens

AGENT CODE

Lodged by:

CBAA12

Correction to: G M Stevens GMS1

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH  
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1.....  
2.....  
3.....  
4.....

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.....  
2.....  
3.....  
4.....

**DELIVERY INSTRUCTIONS** (Agent to complete)  
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE  
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

R-G 010709

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

**MEMORANDUM OF ENCUMBRANCE**

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &  
STAMP DUTY PURPOSES ONLY**

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with the terms and conditions expressed \*herein / ~~in Memorandum Re:~~ subject to such exclusions and amendments specified herein.

\* Delete the inapplicable

 DATED THE 8<sup>th</sup> DAY OF November 2011

Signature of ENCUMBRANCER

 Signature of ENCUMBRANCER

Signature of WITNESS - Signed in my presence by the Encumbrancer who is either personally known to me or has satisfied me as to his or her identity. A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing

DAVID STAN WROBEL  
Print Full Name of Witness (BLOCK LETTERS)

LOT 1 HILLVIEW RD  
Print Address of Witness

STRATHALBYN 5255

0412 046 487  
Business Hours Telephone Number

## MEMORANDUM OF ENCUMBRANCE

Guidance Notes  
available

## CERTIFICATE(S) OF TITLE BEING ENCUMBERED

Allotment 43 in DP 87856 being portion of the land comprised in Certificate of Title Register Book  
Volume 6048 Folio 140

Now whole of the land in CT 6086/400

## ESTATE AND INTEREST

An estate in fee simple

## ENCUMBRANCES

Subject to a Memorandum of Encumbrance to Boral Resources (SA) Limited (A.C.N. 007 516 494) dated 8/11/2011, and lodged contemporaneously hereto

## ENCUMBRANCER Full name and address

**KEVIN WARREN WROBEL AND DENISE WROBEL**

6 Valley Court SHEIDOW PARK SA 5158

(Note: In this instrument the expression "the Owner" includes the Encumbrancer and each successive registered proprietor of the land comprised in the Certificate of Title being encumbered.)

## ENCUMBRANCEE Full name and address and mode of holding

**LANDSA PTY LTD A.C.N. 079 317 623** of 21 North Terrace, Adelaide 5000

## OPERATIVE CLAUSE

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND ABOVE DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE SUBJECT TO THE ENCUMBRANCES AND OTHER INTERESTS AS SHOWN HEREON WITH AN ANNUITY OR RENT CHARGE OF

(a) Insert the amount of the annuity or rent charge)	(a) TEN CENTS (10¢)
(b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime"	(b) TO BE PAID TO THE ENCUMBRANCEE FOR A TERM OF THREE THOUSAND NINE HUNDRED AND NINETY NINE (3,999) YEARS
(c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2.	<p>(c) AT THE TIMES AND IN THE MANNER FOLLOWING</p> <p>Payable (if demanded by the Encumbrancee) on the 1st day of January in each year (starting on 1st day of January in the next calendar year immediately following the date of execution of this instrument) to the intent:</p> <ul style="list-style-type: none"> <li>• that the Encumbrancee will hold the annuity for the Term to secure the compliance by the Owner with the covenants contained in this instrument; and</li> <li>• that the Encumbrancee will not demand payment of the annuity if, and so long as, the Owner complies with all of the covenants.</li> </ul>

IT IS COVENANTED by the Owner with the Encumbrancee and with all other persons claiming under the Encumbrancee as purchasers of any land in the Development Zone (as defined on the front page of this instrument) as follows to the intent:

- that the covenants in this instrument will run with and bind the land; and
- that the benefit of each of the covenants will be annexed to, and pass to future owners of, each and every part of the Development Zone.

**1. Not to use the land other than for residential or other approved purposes**

Subject to clause 5, the land must not be used for any purpose other than:

- 1.1 residential use; or
- 1.2 such other use as has received the prior written approval of the Encumbrancee.

**2. No building without Encumbrancee's approval**

- 2.1. Subject to clauses 3 and 4, the Owner must not do (or cause, suffer or permit to be done) any of the following on the land except in strict accordance with plans and specifications that have received the prior written approval of the Encumbrancee -
  - 2.1.1. erect a building or structure;
  - 2.1.2. carry out any siteworks;
  - 2.1.3. erect a fence or wall (but see clause 2.4);
  - 2.1.4. erect any external sign, hoarding, tank, mast, pole, television antenna, satellite dish or radio aerial, either freestanding or fixed to any other building or structure;
  - 2.1.5. erect or place any external floodlights or spotlights;
  - 2.1.6. construct or create a driveway or parking area, or otherwise set aside any area for the parking of vehicles; or
  - 2.1.7. carry out any landscaping or planting (unless the land has been designated by the Encumbrancee as a residential allotment). (But see clause 6.3.)
- 2.2. The Owner must not submit any plans of building works to the Council for its approval until it has obtained the approval of the Encumbrancee.
- 2.3. Any application that is lodged by the Owner for approval pursuant to clause 2.1 must be accompanied by such plans, specifications and other information as is reasonably required by the Encumbrancee. In addition each application must be accompanied by payment of any applicable fees set by the Encumbrancee to cover the Encumbrancee's reasonable administrative costs for processing of applications. The application fees:
  - 2.3.1. may be varied by the Encumbrancee from time to time;
  - 2.3.2. but are not applicable to any application relating to the initial development of the land.
- 2.4. Double-sided Riversand Coloured Steel fencing must be used in the construction of rear and side fencing (provided that the owner also must comply with the obligations in clause 2.1.3)

**3. Design Guidelines**

- 3.1. The Encumbrancee will not act unreasonably in refusing any approval or imposing any condition of approval under clause 2. But a refusal or a condition cannot be deemed unreasonable if -
  - 3.1.1. the proposal as submitted is contrary to any provision in the Design Guidelines; or
  - 3.1.2. a corporate member of the Planning Institute of Australia certifies that the proposed works would have an adverse effect upon the development, appearance, health or amenity of the locality in which the land is situated or upon any part of that locality.

3.2 If the land is used for residential purposes, the following items do not require approval under clause 2, but nevertheless must comply with the applicable requirements as set out in the Design Guidelines:

- 3.2.1 clotheslines;
- 3.2.2 water heaters;
- 3.2.3 airconditioners;
- 3.2.4 antennae (including satellite dishes);
- 3.2.5 letterboxes;
- 3.2.6 driveways;
- 3.2.7 rainwater tanks;
- 3.2.8. water fittings and appliances;
- 3.2.9 light fittings.

**4. No land division without Encumbrancee's approval**

- 4.1.1. The Owner must not divide the land except with the prior written approval of the Encumbrancee. Approval will not be unreasonably refused if the land has been designated a "development lot" by the Encumbrancee.
- 4.1.2. The owner must not amalgamate the land with any other land except with the prior written approval of the Encumbrancee. Approval will not be unreasonably refused if the proposal is consistent with Design Guidelines.

**5. Planning laws**

- 5.1. The land must not be used or developed except in accordance with -
  - 5.1.1. any laws relating to planning from time to time in force; and
  - 5.1.2. the conditions of any relevant consent or approval given by any Council or other relevant planning authority.
- 5.2. Any approval granted by the Encumbrancee does not constitute an agreement or representation as to adequacy, suitability or fitness of the proposal, plans or specifications so approved, nor that the Council will grant its approval. The Owner acknowledges that the Owner will not place any reliance on the Encumbrancee's approval, whether for the purposes of planning or zoning laws or otherwise.

**6. No delay**

- 6.1. The Owner must not permit any undue delay to occur in the commencement or completion of any works approved under clause 2;
- 6.2. The Owner must not permit the commencement or the completion of the construction of a dwelling (or, if the Encumbrancee has approved a non-residential use, a building consistent with the approved use), approved by the Encumbrancee in accordance with clause 2, on the land to be delayed beyond time limits of:
  - 6.2.1. twenty four (24) months (for commencement); and
  - 6.2.2. three (3) years (for completion),after the date of this instrument (or such further time as the Encumbrancee in its absolute discretion may agree in writing with the Owner).
- 6.3. The Owner must not permit the completion of landscaping on the land to be delayed beyond the applicable time limit as set out below (or such longer period as the Encumbrancee allows, by notice in writing to the Owner):
  - 6.3.1. if the land has been designated by the Encumbrancee as a residential allotment, then the time limit for the establishment, to the reasonable satisfaction of the Encumbrancee, of a garden (including landscaping and associated pavements) between the front of the dwelling and the adjacent road boundary is a period of twelve (12) months after the completion of the dwelling;
  - 6.3.2. in any other case the time limit for completion of landscaping, to the reasonable satisfaction of the

Encumbrancee, on the land is 30 days following the date of occupancy or substantial completion of any building on the land, whichever first occurs (provided that the Owner also must comply with the obligations in clause 2.1.7).

**7. Option to buy back**

If the construction of a dwelling (or other building as referred to in clause 6.2) approved by the Encumbrancee is not commenced on the land before the expiry of the time limit stated in clause 6.2.1 or, having been commenced, is not completed within the time limit stated in clause 6.2.2 (or within such further times as the Encumbrancee may agree in writing with the Owner), then the following provisions will apply:-

- 7.1. The Encumbrancee may request the Owner to transfer the land to the Encumbrancee or its nominee. The request may be made at any time after the expiry of the time limit, unless by that time the construction of a dwelling has commenced.
- 7.2. The Encumbrancee may, in its sole discretion, determine a price for the transfer of the land (being not less than the gross sale price of the land to the Owner less 10%).
- 7.3. The Owner must, within one calendar month after the date of a request under clause 7.1, transfer an estate in fee simple in the land in accordance with the request, subject only to this encumbrance.
- 7.4. The Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee for the purpose of giving effect to the transfer.
- 7.5. Rates, taxes and all other outgoings relating to the land will be adjusted to the date of settlement of the transfer. All costs associated with the transfer will be borne by the Encumbrancee or its nominee.
- 7.6. The price fixed by the Encumbrancee will be payable to the Owner on settlement.

**8. No sale or lease before building is completed**

8.1 Subject to clause 14 and this clause, the Owner must not lease, sell, advertise for lease or sale, or transfer the land unless:

- 8.1.1 a dwelling (or, if the Encumbrancee has approved a non-residential use, a building consistent with the approved use), approved by the Encumbrancee under clause 2.1, has been completed upon the land; or
- 8.1.2 the Encumbrancee has consented in writing to the lease, sale, advertising or transfer.

8.2 If a dwelling (or other building referred to in clause 8.1), approved by the Encumbrancee under clause 2.1, has not been completed on the land and the Owner desires to transfer the land, then the following provisions will apply-

- 8.2.1 The Encumbrancee has the option of re-purchasing the land, subject only to this Encumbrancee, for a price fixed by the Encumbrancee in the same manner as set out in clause 7.2.
- 8.2.2 The Owner must make an offer in writing to the Encumbrancee to sell the land to the Encumbrancee or its nominee for the price fixed by the Encumbrancee. The offer will remain open for acceptance for one calendar month after the date of service of the offer.
- 8.2.3 If the offer is accepted then -
  - the Owner must sell the land to the Encumbrancee or its nominee upon the terms stated in this clause;
  - settlement will be effected within one calendar month from the date of acceptance;
  - the Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee;
  - rates, taxes and all other outgoings relating to the land will be adjusted to the date of settlement;
  - all costs associated with the transfer will be borne by the Encumbrancee or its nominee; and
  - the price fixed by the Encumbrancee will be payable on settlement.
- 8.2.4 Until the expiry of the period stated in clause 8.2.2, the Owner must not transfer or agree to transfer the land to any other person (unless in the meantime the Encumbrancee, in writing, unconditionally

declines the offer).

8.2.5 This clause does not prevent a transfer of the land, upon the death of the Owner, to a person entitled to land under the will or upon the intestacy of the Owner.

8.3 If a dwelling (or other building as referred to in clause 8.1), approved by the Encumbrancee under clause 2.1 has not been completed on the land and the Owner causes or permits the land to be advertised for sale without first complying with clause 8.2, then the following provisions will apply:-

8.3.1 The Encumbrancee may exercise its option to purchase the land for a price fixed by the Encumbrancee in the same manner as set out in clause 7.2 on the same terms and conditions as set out in clause 8.2.

8.3.2 The option must be exercised by notice in writing served on the Owner within one calendar month of the date on which the Encumbrancee becomes aware that the land has been advertised for sale. (A certificate under the hand of a manager or secretary or other senior officer of the Encumbrancee shall be conclusive evidence of such date).

8.3.3 Settlement must be effected within two calendar months of the exercise of the option.

#### 9. Not to fail to maintain

9.1 The Owner must not allow:

9.1.1 the state of repair of the land, any building, structure or improvement on the land or of any painted surface; or

9.1.2 the general state of tidiness or cleanliness of the land or of any building, structure or improvement on the land; or

9.1.3 the maintenance of the landscaping, paving and car parking areas on the land, to fall below a standard that is acceptable to the Encumbrancee.

9.2 The Encumbrancee must act in good faith in determining the standard acceptable to it for the purposes of this clause.

9.3 The Owner must not permit any carparking area to be used other than for vehicle parking.

9.4 The Owner must not permit any rubbish bin or similar receptacle to be placed between the front of any building erected on the land and the street alignment (except that a bin may be so placed immediately before being emptied or removed).

#### 10. Vehicle Parking

The Owner must not cause, suffer or permit any vehicle of a recreational nature (eg caravan, boat, campervan, etc) or a commercial nature (eg truck, bus, van, etc) to be parked between the front building line of any dwelling on the land and the road boundary (or boundaries) of the land (except on an irregular and infrequent basis) or to be parked anywhere else on the land so as to be visible from the street or from any other public place.

#### 11. Notice to rectify breach

11.1 The Encumbrancee, or a servant, agent or contractor of the Encumbrancee, may enter the land at any time, (after giving at least 24 hours notice to the Owner), for the purpose of inspecting the land to determine whether any of the Owner's obligations under this instrument has been breached. The Owner must not do (nor cause nor permit the doing of) anything to obstruct or hinder such entry or inspection.

11.2 If the Encumbrancee serves a written notice upon the Owner specifying a breach of any of the Owner's obligations under any of the foregoing clauses; and

11.3 the Owner fails to remedy the breach within one calendar month from the date of service of the notice, then

11.4 the Encumbrancee its servants, agents and contractors may enter the land and may take such action as the Encumbrancee deems necessary to remedy the breach; and

11.5 the Encumbrancee may recover from the Owner, in any court of competent jurisdiction, the costs incurred in remedying the breach.

## 12. Acknowledgment of building scheme

The Owner acknowledges for the Owner and the Owner's successors in title –

- 12.1 that the foregoing covenants are entered into and undertaken for the purposes of the Encumbrancee's scheme of development for the lands comprised in the Development Zone; and
- 12.2 that the Encumbrancee has warranted that it has required, and will continue to require, each purchaser of land in the Development Zone, as a condition of its sale, to execute an instrument in substantially similar form to this instrument and containing substantially similar covenants and other stipulations.

## 13. Waiver

- 13.1 The Encumbrancee, in its absolute discretion, may at any time modify, waive or release:-
  - 13.1.1 any of the foregoing covenants; or
  - 13.1.2 any covenants or stipulations contained in the Encumbrance Building and Development Requirements or in any other instrument relating to the land; or
  - 13.1.3 any of the covenants contained in any similar instrument relating to any other land in the said Development Zone (regardless of whether the instrument was entered before or after this instrument).
- 13.2 A modification, waiver or release under clause 13.1.3 does not release the Owner from any of the covenants or stipulations referred to in clause 13.1.1 or 13.1.2.

## 14. Release of Owner upon sale

Once a building has been completed on the land in accordance with the terms of the approval required under clause 2.1, the following provisions will apply -

- 14.1 The rent charge and covenants contained in this instrument will be binding only upon the registered proprietor for the time being of the land.
- 14.2 Subject to clause 14.3, each successive registered proprietor of the land will be released from the payment of the rent charge and from the performance of the covenants immediately upon transferring the fee simple in the land to another person.
- 14.3 Despite a transfer as referred to in clause 14.2, the rights of the Encumbrancee will be preserved against any former registered proprietor, in relation to a breach of this Encumbrance which occurred either before the transfer or by reason of the transfer.

## 15. Sunset clause

The rights and obligations of the Encumbrancee (but not those of any person claiming under the Encumbrancee as purchasers of any land in the Development Zone) will cease from whichever of the following dates occurs first:-

- 15.1 a date two years after the practical completion of an approved building upon the last remaining vacant allotment in the Development Zone (excluding any allotment upon which no building is permitted to be erected); or
- 15.2 the 1st day of January 2016.

## 16. Service of notices

- 16.1 A notice may be served on the Owner either:
  - 16.1.1 by posting the notice in a prepaid envelope to the last known address of the Owner; or
  - 16.1.2 if a building has been erected on the land, by leaving the notice at or attached to the dwelling.
- 16.2 A Notice may be served on the Encumbrancee by being left at or posted in a prepaid envelope addressed to the Encumbrancee at its registered office in South Australia.
- 16.3 A notice served by post is deemed to have been served two (2) business days after posting.

**17. Interpretation**

**17.1 In this instrument:-**

- 17.1.1 a reference to any gender includes all genders;
- 17.1.2 the singular includes the plural and vice versa;
- 17.1.3 a reference to a person includes a body corporate and vice versa;
- 17.1.4 a reference to a party includes the heirs, executors, successors or assigns of that party;
- 17.1.5 "the Owner" includes the Encumbrancer and each successive registered proprietor of the land (and, if there are two or more Owners at any time, the liability of those persons is joint and several);
- 17.1.6 "the Development Zone" means the whole of the land comprised, or previously comprised, in allotment 828 in Deposited Plan 79611;
- 17.1.7 "the land" means the land subject to this instrument and includes any part of the land;
- 17.1.8 "Design Guidelines" means the Urban Design Guidelines for Southbank Sheidow Park published by the Encumbrancee, which may include provisions reflecting the desired characters of particular precincts and may be varied from time to time by the Encumbrancee;
- 17.1.9 "Council" means the local government body for the area in which the land is situated;
- 17.1.10 the construction of a building on the land will not be deemed to have commenced until footings for the building have been completed in accordance with an approval given by the Encumbrancee under clause 2.1;
- 17.1.11 a reference to the completion of a building or similar expression used in this Encumbrance means the Stage where the building work is complete except for minor omissions and minor defects:-
  - which do not prevent the building from being reasonably capable of being used for its intended purpose; and
  - rectification of which will not prejudice the convenient use of the building; and
  - all work on the external facade and other external surfaces of the building is complete and all defects and minor omissions have been rectified.

**17.2 Nothing in this instrument prejudices:-**

- 17.2.1 the entitlement of the Encumbrancee to all the powers, rights and remedies given to Encumbrancees under statute law or common law; or
- 17.2.2 the rights of the Encumbrancee (or of any other person) to an injunction or to damages in respect of a breach of any covenant by the Owner (or a previous Owner).

**17.3 The burden of proving compliance with the covenants in this instrument lies on the Owner.**

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**DECISION NOTIFICATION FORM  
DEVELOPMENT ACT 1993**

<b>TO:</b>	
Fairmont Homes Pty Ltd PO Box 179 HINDMARSH SA 5007	

**DEVELOPMENT APPLICATION**    **NUMBER:** 100/698/2012  
**DATED:** 09/05/2012  
**REGISTERED ON:** 22/06/2012

<b>LOCATION OF PROPOSED DEVELOPMENT</b>	
14 Locomotive Drive SHEIDOW PARK 5158 Lot: 43 DP: 87856 CT: 6086/400	

<b>DESCRIPTION OF PROPOSED DEVELOPMENT</b>	
Single storey split level detached dwelling with associated earthworks and retaining walls	

*In respect of this proposed development you are informed that:*

<b>NATURE OF DECISION</b>	<b>DECISION</b>	<b>DATE OF DECISION</b>	<b>NUMBER OF CONDITIONS</b>
Development Plan Consent	Granted	04/06/2012	5
Building Rules Consent	Granted (by Private Certifier)	21/06/2012	1
<b>DEVELOPMENT APPROVAL</b>	Granted	22/06/2012	6

● The building classification under the Building Code is Class 1A, 10B & 10A.

Conditions imposed on this consent and the reasons for imposing those conditions are set out in the attached sheet(s). Important information that may affect this consent can also be found under 'NOTES' and on the back of this page.

**DEVELOPMENT APPLICATION NUMBER:** 100/698/2012  
**APPLICANT:** Fairmont Homes Pty Ltd  
**LOCATION:** 14 Locomotive Drive SHEIDOW PARK 5158  
**DESCRIPTION OF DEVELOPMENT:** Lot: 43 DP: 87856 CT: 6086/400  
Single storey split level detached dwelling with associated earthworks and retaining walls  
**DECISION:** Development Approval Granted  
**DATE OF DECISION:** 22/06/2012

---

### DEVELOPMENT PLAN CONSENT

● GRANTED

Reasons For Decision:

Consent is granted as the proposed development is considered to accord sufficiently with the provisions of the Development Plan.

The following conditions have been imposed to reasonably ensure that the development will not impair the orderly and proper planning of the locality or detrimentally affect the amenity of the locality, having particular regard to the Objectives and Principles of Development Control applicable to such a use in the locality.

Conditions of Consent:

● (1) The development shall be constructed and maintained in accordance with the plans and details submitted with and forming part of Development Application No.100/698/2012 except when varied by the following conditions of consent.

(2) Where the driveway crosses the front boundary, the finished ground level shall be between 50mm and 150mm above the top of kerb.

(3) All hard waste must be stored on-site in such a manner so as to prevent any materials entering the stormwater system either by wind or water action.

(4) The stormwater collection and disposal system shall be connected to the street watertable (inclusive of any system that connects to the street watertable via detention or rainwater tanks) immediately following roof completion and gutter and downpipe installation.

(5) All stormwater from buildings and paved areas shall be disposed of in accordance with the approved plans and details prior to the occupation of the premises to the reasonable satisfaction of the Council.

## **BUILDING RULES CONSENT**

### **GRANTED**

#### Conditions of Consent:

Please refer to the attached copy of your Private Certifier's Building Rules Consent for Conditions of Consent (if applicable).

### **● NOTES:**

#### General:

(1) Dust emissions from the site during construction shall be controlled by a dust suppressant or by watering regularly to the reasonable satisfaction of the Council.

(2) All runoff and stormwater from the subject site during the construction phase must be either contained on site or directed through a temporary sediment trap or silt fence, prior to discharge to the stormwater system, to the reasonable satisfaction of the Council. (Acceptable ways of controlling silt and runoff during construction can be found in the Stormwater Pollution Prevention Code of Practice issued by the Environment Protection Authority).

(3) Measures to prevent silt and mud from vehicle tyres and machinery being transported onto the road shall be installed and maintained at all times during the construction phase of the development, to the reasonable satisfaction of the Council. (A suggested measure is to install a gravelled construction exit with wash down facilities).

(4) Any portion of Council's infrastructure damaged as a result of work undertaken on the allotment or associated with the allotment must be repaired/reinstated to Council's satisfaction at the developer's expense.

(5) Before commencing any site works, a temporary vehicular access to the property for machinery, delivery of building materials and general vehicles should be provided. In the case where no driveway invert exists, the kerb can be saw cut and removed at the intended location for the new driveway invert to provide the necessary temporary access. In addition, if a paved Council footpath exists, this should also be removed in alignment with the removed section of kerb. The applicant should also take note of other information provided regarding use of, damage to and construction on Council owned land.

- (6) In assessing your application it has been determined that it is likely that you will be undertaking work that may affect the stability of adjoining land. Section 60 of the Development Act 1993 and Regulation 75 of the Development Regulations 2008, prescribe that your neighbour has a right to be notified by you 28 days prior to you undertaking that work. This is to enable your neighbour to obtain a report for which you are obliged to pay, that specifies any work that is required to be undertaken to ensure the stability of your neighbour's property is maintained during and following the undertaking of the work you propose. You should make yourself aware of these requirements before proceeding.
- (7) Council requires at least one business days notice of the following stages of building work:-
  - a) prior to the placement of any concrete for footings or other structural purposes (Note - Where an engineer carries out an inspection, Council will also require a copy of the inspection certificate); and
  - b) at the completion of wall and roof frames prior to the fixing of any internal linings.
- (8) On completion of building work, the Development Act requires that a signed Statement of Compliance from the licensed builder be provided to the relevant authority declaring that the building work carried out is in accordance with the relevant approvals (pursuant to Regulation 83AB of the Development Regulations 2008).

Appeal Rights:

- (1) If you are not satisfied with this decision, there may be a right of appeal to you. Applicants have the right to appeal against a refusal or the imposition of any conditions or requirements on any consent issued, unless the application was for a non-complying kind of development. An appeal by an applicant must be lodged within two (2) months of receiving notice of the decision. Where Category Three public notification was involved, persons who lodged written representations during the formal consultation period, have the right to appeal against any decision made on that application. An appeal by a third party must be lodged within fifteen (15) business days of the date of the decision. All appeals are lodged with the Environment, Resources and Development Court, Sir Samuel Way Building, Victoria Square, Adelaide, telephone: 8204 0300.

P (08) 8375 6600  
F (08) 8375 6699  
E council@marion.sa.gov.au  
www.marion.sa.gov.au

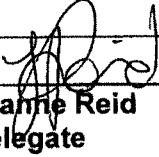
Administration Centre 245 Sturt Road, Sturt SA 5047  
Office Hours Monday to Friday - 8.30am to 5.00pm  
Postal Address PO Box 21, Oaklands Park 5046



Approval Timeframes:

(1) The proposed development must:

- be substantially commenced within twelve months from the date full Development Approval is granted; and
- be completed within three years of full Development Approval being granted noting that the operative date of any consent or approval, is subject to any appeal where applicable being finally determined.

Signed:	
	Joanne Reid Delegate
Date:	22/06/2012

Cc:

Denise Wrobel  
6 Valley Court  
SHEIDOW PARK SA 5158



## GIORDANO CERTIFICATION

194 Glynburn Road, Tranmere SA 5073 Ph: (08) 8332 3777 Fax: (08) 8332 7627  
Email: certification@giordano-associates.com.au

DEVELOPMENT ACT 1993 SCHEDULE 11	
DECISION NOTIFICATION FORM	

FOR DEVELOPMENT APPLICATION:	
COUNCIL	Marion
DEVELOPMENT NO.	100/698/2012
DATED:	09/05/2012
REGISTERED ON:	09/05/2012
CITY OF MARION	

TO:	DEVELOPMENT SERVICES
Fairmont Homes P.O. Box 179 Hindmarsh SA 5007	22 JUN 2012

LOCATION OF PROPOSED DEVELOPMENT	REGISTERED
SECTION NO.	HOUSE NO.
HUNDRED	LOT NO.
VOLUME	STREET
FOLIO	SUBURB

NATURE OF PROPOSED DEVELOPMENT:	
Single storey split level detached dwelling (with assoc retaining walls)	

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED
DEVELOPMENT PLAN CONSENT			
BUILDING RULES CONSENT	21/06/2012	1	
LAND DIVISION (TORRENS/SITRATA)			
PUBLIC SPACE	N/A	-	-
OTHER	N/A	-	-
DEVELOPMENT APPROVAL		** Note	-

If applicable, the details of the building classification and the approved number of occupants under the Building Code are attached.

If there were third party representations, any consent/approval or consent/approval with conditions, they do not operate until periods specified in the Act have expired. Reasons for this decision, any conditions imposed and the reasons for imposing them are set out on the attached sheet.

\*\*Note: No work can commence on this development unless a development approval has been obtained. If one or more consents have been granted on this notification form, you must not start any site works or building work or change the use of the land until you have also received notification of a Development Approval.

SIGNED:	Private Certifier	Sheets Attached
	Rep Giordano	5

DATE:	21/06/2012	REF NO:	12/F211
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## GIORDANO CERTIFICATION

194 Glynburn Road, Tranmere SA 5073 Ph: (08) 8332 3777 Fax: (08) 8332 7627  
Email: certification@giordano-associates.com.au

### DEVELOPMENT ACT 1993 SECTION 42 CONDITIONS OF BUILDING RULES CONSENT

DEVELOPMENT NO.	100/698/2012
BUILDING WORK	Single storey split level detached dwelling (with assoc retaining walls)
SITE ADDRESS:	Lot 43 , Locomotive Drive, Sheidow Park
APPLICANT	Fairmont Homes
OWNER	Kevin Warren & Denise Wrobel
CLASSIFICATION	1a, 10a & 10b

#### CONDITIONS:

1. The person proposing to undertake building work on land (or who is in charge of such work) be warned of their obligation to give the Council notice at stages prescribed in Regulation 74. If the building owner is giving notice the notice must include the name, address and telephone number of the person responsible for undertaking or in charge of the building work (a registered Building Work Supervisor or Private Certifier) and proposed to provide any statement required under regulation 83AB.

#### NOTES:

For building work prescribed in regulation 75, the building owner, must, at least 28 days before the building work is commenced cause to be served on the owner of the affected land or premises a notice of intention to perform the building work and the nature of that work, as required by Section 60.

A person must not occupy a Class 1a building under the Building Code (or an addition to a Class 1a building) that has not been completed in accordance with the development authorisation insofar as it relates to the performance of building work unless it complies with the requirements prescribed in Regulation 83A. Regulation 83AB requires a written statement of completion for Class 1a buildings to be provided by

- 1) a licensed building work contractor who has carried out the relevant work, or who was in charge of carrying out the relevant work. In the absence of a licensed building work contractor, a registered building work supervisor or a private certifier.

The statement must declare that the notification required under Section 59 of the Act have been given in accordance with the requirements of that section and regulations, and;

That the building work has been carried out in accordance with any relevant approval and the provisions of the Building Rules (disregarding any variation of a minor nature which has no adverse effect on the structural soundness or safety of the building, or on the health of the occupants of the building, or any variation undertaken with the written consent of the relevant authority).

DATE:	21/06/2012	REF NO:	12/F211
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## GIORDANO CERTIFICATION

194 Glynburn Road, Tranmere SA 5073 Ph: (08) 8332 3777 Fax: (08) 8332 7627  
Email: certification@giordano-associates.com.au

The location, design and capacity of the stormwater discharge at the property alignment should be approved by council prior to siteworks commencing. The drainage system should be completed by the finish of construction of the building. (Clause 5.5.3, AS 2870 - 1996).

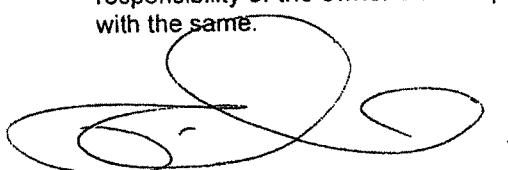
**WARNING:** AS 3660.1 - 'Protection of new buildings from subterranean termites', sets out methods for implementation during construction, for minimising the risk to new buildings from damage to their structural members by subterranean termites. The protection methods will not provide a total guarantee against attack. The owner must be aware that regular inspections for termite activity will need to be carried out, at intervals not exceeding 12 months, to further reduce the risk of termite damage.

The footings have not been designed to take into account the effects of trees. Refer to AS 2870 1996, Appendix B 2.3(c). If clarification is required, refer to the footing construction report or seek advice from the design engineer.

The footings have only been checked for compliance with the minimum allowable requirements prescribed in AS 2870 - 1996. The owner is advised to refer to the footing construction report or seek advice from the engineer in this matter.

The owners attention should be drawn to Appendix A & B of AS 2870 - 1996 'Performance Requirements and Foundation Maintenance'. Particular care should be exercised to ensure that the plumbing and perimeter paving is installed in accordance with the requirements of AS 2870 - 1996 and engineer's details.

**IMPORTANT:** This report does not imply compliance with the Electricity Trust of South Australia Act, 1946 as amended or the regulations thereunder. It is the responsibility of the owner and the person erecting the building to ensure compliance with the same.



Rep Giordano  
Building Surveyor & Private Certifier  
Reg. No.18

P (08) 8375 6600  
F (08) 8375 6699  
E [council@marion.sa.gov.au](mailto:council@marion.sa.gov.au)  
[www.marion.sa.gov.au](http://www.marion.sa.gov.au)

**Administration Centre** 245 Sturt Road, Sturt SA 5047  
**Office Hours** Monday to Friday - 8.30am to 5.00pm  
**Postal Address** PO Box 21, Oaklands Park 5046



**DECISION NOTIFICATION FORM  
DEVELOPMENT ACT 1993**

**TO:** Kevin Warren Wrobel  
14 Locomotive Drive  
SHEIDOW PARK SA 5158

**LOCATION OF PROPOSED DEVELOPMENT**  
14 Locomotive Drive SHEIDOW PARK 5158  
Lot: 43 DP: 87856 CT: 6086/400

## **DESCRIPTION OF PROPOSED DEVELOPMENT**

Freestanding Shed

*In respect of this proposed development you are informed that:*

NATURE OF DECISION	DECISION	DATE OF DECISION	NUMBER OF CONDITIONS
Development Plan Consent	Granted	29/07/2013	5
Building Rules Consent	Granted (by Council)	15/08/2013	1
DEVELOPMENT APPROVAL	Granted	15/08/2013	6

The building classification under the Building Code is Class 10A

Conditions imposed on this consent and the reasons for imposing those conditions are set out in the attached sheet(s). Important information that may affect this consent can also be found under 'NOTES' and on the back of this sheet.

**DEVELOPMENT APPLICATION NUMBER:** 100/930/2013  
**APPLICANT:** Kevin Warren Wrobel  
**LOCATION:** 14 Locomotive Drive SHEIDOW PARK 5158  
**DESCRIPTION OF DEVELOPMENT:** Lot: 43 DP: 87856 CT: 6086/400  
**DECISION:** Freestanding Shed  
**DATE OF DECISION:** Development Approval Granted  
15/08/2013

## DEVELOPMENT PLAN CONSENT

GRANTED

### Reasons For Decision:

Consent is granted as the proposed development is considered to accord sufficiently with the provisions of the Development Plan.

The following conditions have been imposed to reasonably ensure that the development will not impair the orderly and proper planning of the locality or detrimentally affect the amenity of the locality, having particular regard to the Objectives and Principles of Development Control applicable to such a use in the locality.

### Conditions of Consent:

- (1) The development shall be constructed and maintained in accordance with the plans and details submitted with and forming part of Development Application No.100/930/2013 except when varied by the following conditions of consent.
- (2) The structure has been granted consent as a domestic outbuilding only and therefore shall not be used for human habitation or for purposes not reasonably incidental to the use of the land for residential purposes, unless the further development approval of the Council is obtained.
- (3) All buildings and paved areas shall be connected to a stormwater collection and disposal system that is connected to the street watertable or, where relevant, back of block drainage pipes.
- (4) The stormwater collection and disposal system shall be connected to the street watertable (inclusive of any system that connects to the street watertable via detention or rainwater tanks) immediately following roof completion and gutter and downpipe installation.

(5) Stormwater must be disposed of in such a manner that does not flow or discharge onto land of adjoining owners, lie against any building or create insanitary conditions.

## BUILDING RULES CONSENT

### GRANTED

#### Conditions of Consent:

(1) The structure shall be constructed in accordance with the manufacturer's certified design for the relevant wind speed, and shall be securely braced and tied to the footings.

### NOTES:

#### General:

nil

#### Appeal Rights:

(1) If you are not satisfied with this decision, there may be a right of appeal to you. Applicants have the right to appeal against a refusal or the imposition of any conditions or requirements on any consent issued, unless the application was for a non-complying kind of development. An appeal by an applicant must be lodged within two (2) months of receiving notice of the decision. Where Category Three public notification was involved, persons who lodged written representations during the formal consultation period, have the right to appeal against any decision made on that application. An appeal by a third party must be lodged within fifteen (15) business days of the date of the decision. All appeals are lodged with the Environment, Resources and Development Court, Sir Samuel Way Building, Victoria Square, Adelaide, telephone: 8204 0300.

#### Approval Timeframes:

(1) The proposed development must:

- be substantially commenced within twelve months from the date full Development Approval is granted; and
- be completed within three years of full Development Approval being granted

noting that the operative date of any consent or approval, is subject to any appeal where applicable being finally determined.

Signed:

  
Stephen Zillante  
Delegate

Date:

15/08/2013

P (08) 8375 6600  
F (08) 8375 6699  
E council@marion.sa.gov.au  
www.marion.sa.gov.au

Administration Centre 245 Sturt Road, Sturt SA 5047  
Office Hours Monday to Friday - 8.30am to 5.00pm  
Postal Address PO Box 21, Oaklands Park 5046



## DECISION NOTIFICATION FORM DEVELOPMENT ACT 1993

**TO:**

Kevin Warren Wrobel  
14 Locomotive Drive  
SHEIDOW PARK SA 5158

**DEVELOPMENT APPLICATION**      **NUMBER:** 100/2303/2014  
**DATED:** 17/12/2014  
**REGISTERED ON:** 17/12/2014

### LOCATION OF PROPOSED DEVELOPMENT

14 Locomotive Drive SHEIDOW PARK 5158  
Lot: 43 DP: 87856 CT: 6086/400

### DESCRIPTION OF PROPOSED DEVELOPMENT

Freestanding carport and retaining wall

*In respect of this proposed development you are informed that:*

<b>NATURE OF DECISION</b>	<b>DECISION</b>	<b>DATE OF DECISION</b>	<b>NUMBER OF CONDITIONS</b>
Development Plan Consent	Granted	23/12/2014	6
Building Rules Consent	Granted (by Council)	12/01/2015	1
<b>DEVELOPMENT APPROVAL</b>	Granted	12/01/2015	7

The building classification under the Building Code is Class 10B, 10A

Conditions imposed on this consent and the reasons for imposing those conditions are set out in the attached sheet(s). Important information that may affect this consent can also be found under 'NOTES' and on the back of this sheet.

**DEVELOPMENT APPLICATION NUMBER:** 100/2303/2014  
**APPLICANT:** Kevin Warren Wrobel  
**LOCATION:** 14 Locomotive Drive SHEIDOW PARK 5158  
**DESCRIPTION OF DEVELOPMENT:** Lot: 43 DP: 87856 CT: 6086/400  
**DECISION:** Freestanding carport and retaining wall  
**DATE OF DECISION:** Development Approval Granted  
12/01/2015

## DEVELOPMENT PLAN CONSENT

### GRANTED

#### Reasons For Decision:

Consent is granted as the proposed development is considered to accord sufficiently with the provisions of the Development Plan.

The following conditions have been imposed to reasonably ensure that the development will not impair the orderly and proper planning of the locality or detrimentally affect the amenity of the locality, having particular regard to the Objectives and Principles of Development Control applicable to such a use in the locality.

#### Conditions of Consent:

- (1) The development shall be constructed and maintained in accordance with the plans and details submitted with and forming part of Development Application No.100/2303/2014 except when varied by the following conditions of consent.
- (2) The posts, fascias, guttering and trim of the structure shall be of materials or be colour coated or painted to match or complement the exterior appearance of the existing dwelling on the site.
- (3) The structure shall not be enclosed on any side with any solid material, roller door, or the like at any time unless the further development approval of the Council is obtained.
- (4) All buildings and paved areas shall be connected to a stormwater collection and disposal system that is connected to the street watertable or, where relevant, back of block drainage pipes.
- (5) The stormwater collection and disposal system shall be connected to the street watertable (inclusive of any system that connects to the street watertable via detention or rainwater tanks) immediately following roof completion and gutter and downpipe installation.

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[www.marion.sa.gov.au](http://www.marion.sa.gov.au)

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(6) Stormwater must be disposed of in such a manner that does not flow or discharge onto land of adjoining owners, lie against any building or create insanitary conditions.

## BUILDING RULES CONSENT

GRANTED

### Conditions of Consent:

(1) The structure shall be constructed in accordance with the manufacturer's certified design for the relevant wind speed, and shall be securely braced and tied to the footings.

### NOTES:

#### General:

nil

#### Appeal Rights:

(1) If you are not satisfied with this decision, there may be a right of appeal to you. Applicants have the right to appeal against a refusal or the imposition of any conditions or requirements on any consent issued, unless the application was for a non-complying kind of development. An appeal by an applicant must be lodged within two (2) months of receiving notice of the decision. Where Category Three public notification was involved, persons who lodged written representations during the formal consultation period, have the right to appeal against any decision made on that application. An appeal by a third party must be lodged within fifteen (15) business days of the date of the decision. All appeals are lodged with the Environment, Resources and Development Court, Sir Samuel Way Building, Victoria Square, Adelaide, telephone: 8204 0300.

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[www.marion.sa.gov.au](http://www.marion.sa.gov.au)

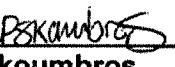
Administration Centre 245 Sturt Road, Sturt SA 5047  
**Office Hours** Monday to Friday – 8.30am to 5.00pm  
Postal Address PO Box 21, Oaklands Park 5046



Approval Timeframes:

(1) The proposed development must:

- be substantially commenced within twelve (12) months from the date full Development Approval is granted; and
- be completed within three (3) years of full Development Approval being granted, noting that the operative date of any consent or approval is subject to any appeal (where applicable) being finally determined.

<b>Signed:</b>	 _____ <b>Paul Skoumbros</b> <b>Delegate</b>
<b>Date:</b>	12 / 01 / 15

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## DECISION NOTIFICATION FORM DEVELOPMENT ACT 1993

TO:	Kevin Warren Wrobel 14 Locomotive Drive SHEIDOW PARK SA 5158
-----	--

DEVELOPMENT APPLICATION      NUMBER: 100/832/2017  
    DATED: 12/05/2017  
    REGISTERED ON: 12/05/2017

LOCATION OF PROPOSED DEVELOPMENT	
14 Locomotive Drive SHEIDOW PARK 5158 Lot: 43 DP: 87856 CT: 6086/400	

DESCRIPTION OF PROPOSED DEVELOPMENT	
Freestanding Verandah	

*In respect of this proposed development you are informed that:*

NATURE OF DECISION	DECISION	DATE OF DECISION	NUMBER OF CONDITIONS
Development Plan Consent	Granted	18/05/2017	3
Building Rules Consent	Granted (by Council)	06/06/2017	1
DEVELOPMENT APPROVAL	Granted	06/06/2017	4

The building classification under the Building Code is Class 10A

Conditions imposed on this consent and the reasons for imposing those conditions are set out in the attached sheet(s). Important information that may affect this consent can also be found under 'NOTES' and on the back of this sheet.

**DEVELOPMENT APPLICATION NUMBER:** 100/832/2017  
**APPLICANT:** Kevin Warren Wrobel  
**LOCATION:** 14 Locomotive Drive SHEIDOW PARK 5158  
**DESCRIPTION OF DEVELOPMENT:** Freestanding Verandah  
**DECISION:** Development Approval Granted  
**DATE OF DECISION:** 06/06/2017

### **DEVELOPMENT PLAN CONSENT**

**GRANTED**

**Reasons For Decision:**

Consent is granted as the proposed development is considered to accord sufficiently with the provisions of the Development Plan.

The following conditions have been imposed to reasonably ensure that the development will not impair the orderly and proper planning of the locality or detrimentally affect the amenity of the locality, having particular regard to the Objectives and Principles of Development Control applicable to such a use in the locality.

**Conditions of Consent:**

- (1) The development shall be constructed and maintained in accordance with the plans and details submitted with and forming part of Development Application No. 100/832/2017 except when varied by the following conditions of consent.
- (2) The stormwater collection and disposal system shall be connected to the street watertable (inclusive of any system that connects to the street watertable via detention or rainwater tanks) immediately following roof completion and gutter and downpipe installation.
- (3) Stormwater must be disposed of in such a manner that does not flow or discharge onto land of adjoining owners, lie against any building or create insanitary conditions.

### **BUILDING RULES CONSENT**

**GRANTED**

**Conditions of Consent:**

- (1) The structure shall be constructed in accordance with the manufacturer's certified design for the relevant wind speed, and shall be securely braced and tied to the footings.

**NOTES:**

**General:**

- (1) Before commencing any site works, a temporary vehicular access to the property for machinery, delivery of building materials and general vehicles should be provided. In the case where no driveway invert exists, the kerb can be saw cut and removed at the intended location for the new driveway invert to provide the necessary temporary access. In addition, if a paved Council footpath exists, this should also be removed in alignment with the removed section of kerb. The applicant should also take note of other information provided regarding use of, damage to and construction on Council owned land.
- (2) The proposed development may affect the stability of adjoining land. Section 60 of the Development Act 1993 and Regulation 75 of the Development Regulations 2008 prescribe that your neighbour has a right to be notified by you 28 days prior to you undertaking the development. This is to enable your neighbour to obtain a report for which you are obliged to pay, that specifies any work that is required to be undertaken to ensure the stability of your neighbour's property is maintained during and following the undertaking of the work you propose. You should make yourself aware of these requirements before proceeding.

**Appeal Rights:**

- (1) If you are not satisfied with this decision, there may be a right of appeal to you. Applicants have the right to appeal against a refusal or the imposition of any conditions or requirements on any consent issued, unless the application was for a non-complying kind of development. An appeal by an applicant must be lodged within two (2) months of receiving notice of the decision. Where Category Three public notification was involved, persons who lodged written representations during the formal consultation period, have the right to appeal against any decision made on that application. An appeal by a third party must be lodged within fifteen (15) business days of the date of the decision. All appeals are lodged with the Environment, Resources and Development Court, Sir Samuel Way Building, Victoria Square, Adelaide, telephone: 8204 0300.

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Approval Timeframes:

(1) The proposed development must:

- be substantially commenced within twelve (12) months from the date full Development Approval is granted; and
- be completed within three (3) years of full Development Approval being granted, noting that the operative date of any consent or approval is subject to any appeal (where applicable) being finally determined.

Signed:	
	Stephen Zillante Delegate
Date:	06/06/2017





RevenueSA

ABN 19 040 649 865  
Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

This form is a statement of land tax payable pursuant to Section 23 of the  
Land Tax Act 1936. The details shown are current as at the date of issue.

PIR Reference No: 2585445

ECKERMANN FORMS  
POST OFFICE BOX 7340  
HUTT STREET ADELAIDE SA 5000

DATE OF ISSUE

10/07/2024

ENQUIRIES:  
Tel: (08) 8226 3750  
Email: landtax@sa.gov.au

OWNERSHIP NAME  
K W & D WROBEL

FINANCIAL YEAR  
2024-2025

PROPERTY DESCRIPTION

14 LOCOMOTIVE DR / SHEIDOW PARK SA 5158 / LT 43 D87856

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
1054385246	CT 6086/400	\$355,000.00	0.1409 HA

DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:

CURRENT TAX	\$ 0.00	SINGLE HOLDING	\$ 0.00
- DEDUCTIONS	\$ 0.00		
+ ARREARS	\$ 0.00		
- PAYMENTS	\$ 0.00		
= <b>AMOUNT PAYABLE</b>	<b>\$ 0.00</b>		

**Please Note:** If the Current Tax details above indicate a Nil amount, the property may be subject to an Exemption. This exemption should be validated prior to settlement. In order to ensure indemnity for the purchaser of this land, full payment of the amount payable is required:

ON OR BEFORE **08/10/2024**



Government of  
South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

**No payment is required on this Certificate**

# LOCAL GOVERNMENT INQUIRY CERTIFICATE

Section 7 of Land and Business (Sale and Conveyancing) Regulations



Certificate No: **105051**

Date: **11/07/2024**

Receipt No:

Reference No:

Fax No:

PO Box 21, Oaklands Park  
South Australia 5046

245 Sturt Road, Sturt  
South Australia 5047

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F (08) 8375 6699  
E [council@marion.sa.gov.au](mailto:council@marion.sa.gov.au)

**Eckermann Forms - North East**  
**PO Box 7340 Hutt Street**  
**ADELAIDE SA 5000**

## CERTIFICATE

*Section 187 of the Local Government Act*

Assessment Number: **531921**

Valuer General No.: **1054385246**

Property Description: **Lot: 43 DP: 87856 CT: 6086/400**

Property Address: **14 Locomotive Drive SHEIDOW PARK 5158**

Owner: **K W & D Wrobel**

*Additional Information:*

*I certify in terms of Section 187 of the Local Government Act the following rates and charges are outstanding as at the date of this certificate:*

<b>Rates/Natural Resources Levy:</b>	<b>Total</b>
<b>Rates for the current year</b> (includes Regional Landscape Levy)	<b>\$2,341.88</b>
Overdue/Arrears	\$0.00
Interest	\$0.00
Adjustments	-\$0.03
Legal Fees	\$0.00
Less Payments Received	\$0.00
Less Capping Rebate (if applicable)	\$0.00
Less Council Rebate	\$0.00
<b>Debtor:</b> Monies outstanding (which are a charge on the land) in addition to Rates due	
	<b>Total Outstanding</b> <b>\$2,341.85</b>

**Please be advised:** The first instalment is due **2<sup>nd</sup> September 2024** with four quarterly instalments falling due on 02/09/2024, 02/12/2024, 03/03/2025 and 02/06/2025. Fines will be added to any current amount not paid by the due date (at the rate prescribed in the Local Government Act 1999).

**Please phone the Rates Dept on 8375 6600 prior to settlement** to ascertain the exact balance of rates payable including fines if applicable.

**BPAY Details for Council Rates:**

**Biller Code:** **9613**

**Reference Number:** **Assessment Number as above**

# CERTIFICATE

Section 7 of Land and Business (Sale and Conveyancing) Act 1994



**Eckermann Forms - North East**  
PO Box 7340 Hutt Street  
ADELAIDE SA 5000

Assessment No: 531921

Certificate of Title: Lot: 43 DP: 87856 CT: 6086/400

Property Address: 14 Locomotive Drive SHEIDOW PARK 5158

Owner: K W & D Wrobel

**Prescribed information statement in accordance with Section 7 of the Land and Business (Sale and Conveyancing) Act 1994:**

<b>Development Act 1993 (repealed)</b>	
section 42—Condition (that continues to apply) of a development authorisation?	100/2017/832 100/2014/2303 100/2013/930 100/2012/698
section 50(1)—Requirement to vest land in a council or the Crown to be held as open space	Nil
section 50(2)—Agreement to vest land in a council or the Crown to be held as open space	Nil
section 55—Order to remove or perform work	Nil
section 56—Notice to complete development	Nil
section 57—Land management agreement	Nil
section 69—Emergency order	Nil
section 71—Fire safety notice	Nil
section 84—Enforcement notice	Nil
section 85(6), 85(10) or 106—Enforcement order	Nil
Part 11 Division 2—Proceedings	Nil
<b>Planning, Development and Infrastructure Act 2016</b>	
Part 5 – Planning and Design Code	<p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?</p> <p>Click the link to check if a Code Amendment applies:</p> <p><a href="#">Code Amendment</a> <a href="#">Map Viewer (geohub.sa.gov.au)</a></p>
	<p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)</p> <p>See attached PlanSA Data Extract</p>
	Is there a State heritage place on the land or is the land situated in a State heritage area?
	Is the land designated as a local heritage place?
	Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?
section 127—Condition (that continues to apply) of a development authorisation	
section 192 or 193—Land management agreement	
section 141—Order to remove or perform work	Nil

section 142—Notice to complete development	Nil
section 155—Emergency order	Nil
section 157—Fire safety notice	Nil
section 198(1)—Requirement to vest land in a council or the Crown to be held as open space	Nil
section 198(2)—Agreement to vest land in a council or the Crown to be held as open space	Nil
Part 16 Division 1—Proceedings	Nil
section 213—Enforcement notice	Nil
section 214(6), 214(10) or 222—Enforcement order	Nil
<b>Repealed Act conditions</b>	
Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)	Nil
<b>Fire and Emergency Services Act 2005</b>	
section 105F (or section 56 or 83 (repealed)—Notice to take action to prevent outbreak or spread of fire	Nil
<b>Food Act 2001</b>	
section 44—Improvement notice	Nil
section 46—Prohibition order	Nil
<b>Housing Improvement Act 1940 (repealed)</b>	
section 23—Declaration that house is undesirable or unfit for human habitation	Nil
<b>Local Government Act 1934 (repealed)</b>	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
<b>Local Government Act 1999</b>	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
<b>Local Nuisance and Litter Control Act 2016</b>	
section 30—Nuisance or litter abatement notice	Nil
<b>Land Acquisition Act 1969</b>	
section 10—Notice of intention to acquire	Nil
<b>Public and Environmental Health Act 1987 (repealed)</b>	
Part 3—Notice	Nil
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval	Nil
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)	Nil
<b>South Australian Public Health Act 2011</b>	
section 92—Notice	Nil
South Australian Public Health (Wastewater) Regulations 2013 Part 4—Condition (that continues to apply) of an approval	Nil
<b>Particulars of building indemnity insurance</b>	See attached

Does the council hold details of any development approvals relating to:

- commercial or industrial activity at the land; or
- a change in the use of the land or part of the land (within the meaning of the repealed Development Act 1993 or the Planning, Development and Infrastructure Act 2016)?

NO



Description of the nature of the development(s) approved:

*Note—*

*The question relates to information that the council for the area in which the land is situated may hold. If the council answers "YES" to the question, it will provide a description of the nature of each development approved in respect of the land. The purchaser may then obtain further details from the council (on payment of any fee fixed by the council). However, it is expected that the ability to supply further details will vary considerably between councils.*

*A "YES" answer to paragraph (a) of the question may indicate that a potentially contaminating activity has taken place at the land (see sections 103C and 103H of the Environment Protection Act 1993) and that assessments or remediation of the land may be required at some future time. It should be noted that—*

- the approval of development by a council does not necessarily mean that the development has taken place;*
- the council will not necessarily be able to provide a complete history of all such development that has taken place at the land.*

---

The information herein is provided pursuant to the Council's obligations under Section 7 of the Land Business (Sales Conveyancing) Act 1994.

Only that information which is required to be provided has been given and that information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.

I, Jasmine Emery, Administration Officer of the City of Marion certify that the information provided in these responses is correct.

Sign:

A handwritten signature in black ink, appearing to read 'Jasmine Emery'.

Date: 11/07/2024

## Data Extract for Section 7 search purposes

Valuation ID 1054385246

**Data Extract Date:** 11/07/2024

**Parcel ID:** D87856 A43

**Certificate Title:** CT6086/400

**Property Address:** 14 LOCOMOTIVE DR SHEIDOW PARK SA 5158

Zones

Hills Neighbourhood (HN)

Subzones

No

Zoning overlays

Overlays

### **Affordable Housing**

The Affordable Housing Overlay seeks to ensure the integration of a range of affordable dwelling types into residential and mixed use development.

### **Hazards (Flooding - Evidence Required)**

The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential flood risk through appropriate siting and design of development.

### **Prescribed Wells Area**

The Prescribed Wells Area Overlay seeks to ensure sustainable water use in prescribed wells areas.

### **Regulated and Significant Tree**

The Regulated and Significant Tree Overlay seeks to mitigate the loss of regulated trees through appropriate development and redevelopment.

### **Stormwater Management**

The Stormwater Management Overlay seeks to ensure new development incorporates water sensitive urban design techniques to capture and re-use stormwater.

### **Traffic Generating Development**

The Traffic Generating Development Overlay aims to ensure safe and efficient vehicle movement and access along urban transport routes and major urban transport routes.

### **Urban Tree Canopy**

The Urban Tree Canopy Overlay seeks to preserve and enhance urban tree canopy through the planting of new trees and retention of existing mature trees where practicable.

Is the land situated in a State Heritage Place/Area

No

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

<http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx>

Is the land designated as a Local Heritage Place

No

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

<http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx>

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code (the Code) to be a significant tree or trees on the land? (Note: there may be regulated and/or significant trees on the land that are not listed in the Code - see below).

NO

Under the Planning, Development and Infrastructure Act 2016 (the Act), a tree may be declared as a significant tree in the Code, or it may be declared as a significant or regulated tree by the Planning, Development and Infrastructure (General) Regulations 2017. Under the Act, protections exist for trees declared to be significant and/or regulated trees. Further information regarding protected trees can be found on the PlanSA website: <https://plan.sa.gov.au/>

Open the Online Planning and Design Code to browse the full Code and Part 10 - Significant Trees for more information.

<https://code.plan.sa.gov.au/>

Associated Development Authorisation Information

*A Development Application cannot be enacted unless the Development Authorisation for Development Approval has been granted.*

No

Land Management Agreement (LMA)

No

Account Number    L.T.O Reference    Date of issue    Agent No.    Receipt No.  
**10 54385 24 6**                    CT6086400                    11/7/2024                    7793                    2585445

ECKERMANN FORMS  
PO BOX 191  
CAMPBELLTOWN SA 5074  
searches@eckermannforms.com

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

**Customer:** KW & D WROBEL  
**Location:** 14 LOCOMOTIVE DR SHEIDOW PARK LT 43 D87856  
**Description:** 7HDGCP DIG                    **Capital Value:** \$ 920 000  
**Rating:** Residential

### Periodic charges

Raised in current years to 30/6/2024

		\$
	Arrears as at: 30/6/2024	0.00
Water main available:	1/7/2012	0.00
Sewer main available:	1/7/2012	0.00
	Water rates	0.00
	Sewer rates	0.00
	Water use	0.00
	SA Govt concession	0.00
	Recycled Water Use	0.00
	Service Rent	0.00
	Recycled Service Rent	0.00
	Other charges	0.00
	Goods and Services Tax	0.00
	Amount paid	0.00
	<b>Balance outstanding</b>	<b>0.00</b>

Degree of concession: 00.00%  
Recovery action taken: FULLY PAID

**Next quarterly charges:** Water supply: 78.60                    Sewer: 143.06                    Bill: 31/7/2024

This Account is billed four times yearly for water use charges.

The last Water Use Year ended on 23/04/2024.

Please note: If you have also ordered a Special Meter Reading for this property and it comes back as estimated, please ensure you provide a photo of the meter including serial number to have the certificate reissued.

SA Water has no record of an Encumbrance on this property as at the date of issue of this certificate.



Government of  
South Australia

South Australian Water Corporation  
250 Victoria Square/Tarntanyanggo  
Adelaide SA 5000  
GPO Box 1751 Adelaide SA 5001

1300 SA WATER  
(1300 729 283)  
ABN 69 336 525 019  
sawater.com.au

**Residential Builders' Warranty  
Insurance  
Certificate of Insurance**

Policy Number 600044846BWI-243

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



KEVIN WARREN WROBEL &  
6 VALLEY CRT  
SHEIDOW PARK SA 5158

**Name of Intermediary**  
BUSINESS INSURANCE SERVICES  
135 FULLARTON ROAD  
ROSE PARK SA 5067

**Account Number**  
600002461  
**Date Issued**  
04/04/2012

**Policy Schedule Details**

**Certificate in Respect of Insurance**

Domestic Building Contract

A contract of insurance complying with the Building Work Contractors Act 1995 and regulations has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035, in respect of the Domestic Building Work as described in the Schedule herein.

**In Respect of**

NEW SINGLE DWELLING CONSTRUCTION CONTRACT

At

84100  
LOT 43, LOCOMOTIVE DRIVE  
SHEIDOW PARK SA 5158

**Carried Out By**

BUILDER  
FAIRMONT HOMES GROUP PTY LTD  
ABN: 26 110 542 553

**Declared Contract Price**

\$245,338.00

**Contract Date**

30/03/2012

**Builders Registration No.**

UBLD188013

**Building Owner / Beneficiary**

KEVIN WARREN WROBEL &  
DENISE WROBEL

Subject to the Building Work Contractors Act 1995 and regulations and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner.

**For and behalf of**

QBE Insurance (Australia) Limited.

**IMPORTANT NOTICE:**

This Certificate must be read in conjunction with the Policy Wording and kept in a safe place.

These documents are very important and must be retained by you and any successive owners of the property for the duration of the statutory period of cover.

**GIORDANO CERTIFICATION**



21 JUN 2012

GM1824-1207

SMITH MARION LTD CERTIFICATE GRANTED  
SUBJECT TO CONDITIONS