

Orig. AG 11985434



11:50 7-Aug-2013

1 of 2

Fees: \$0.00

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Prefix
AG
Series No
1

91970

**BELOW THIS LINE FOR AGENT USE ONLY**

CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1886

Name: G M Stevens  
Seller/Registered Conveyancer

17:08 09/08/2013 02-015955  
REGISTRATION FEE \$133.00  
TRANSACTION FEE \$15.00

AGENT CODE

Lodged by: Gms1

Correction to: Gms1

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

- CT 6106/802  
1. duplicate LMA  
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)

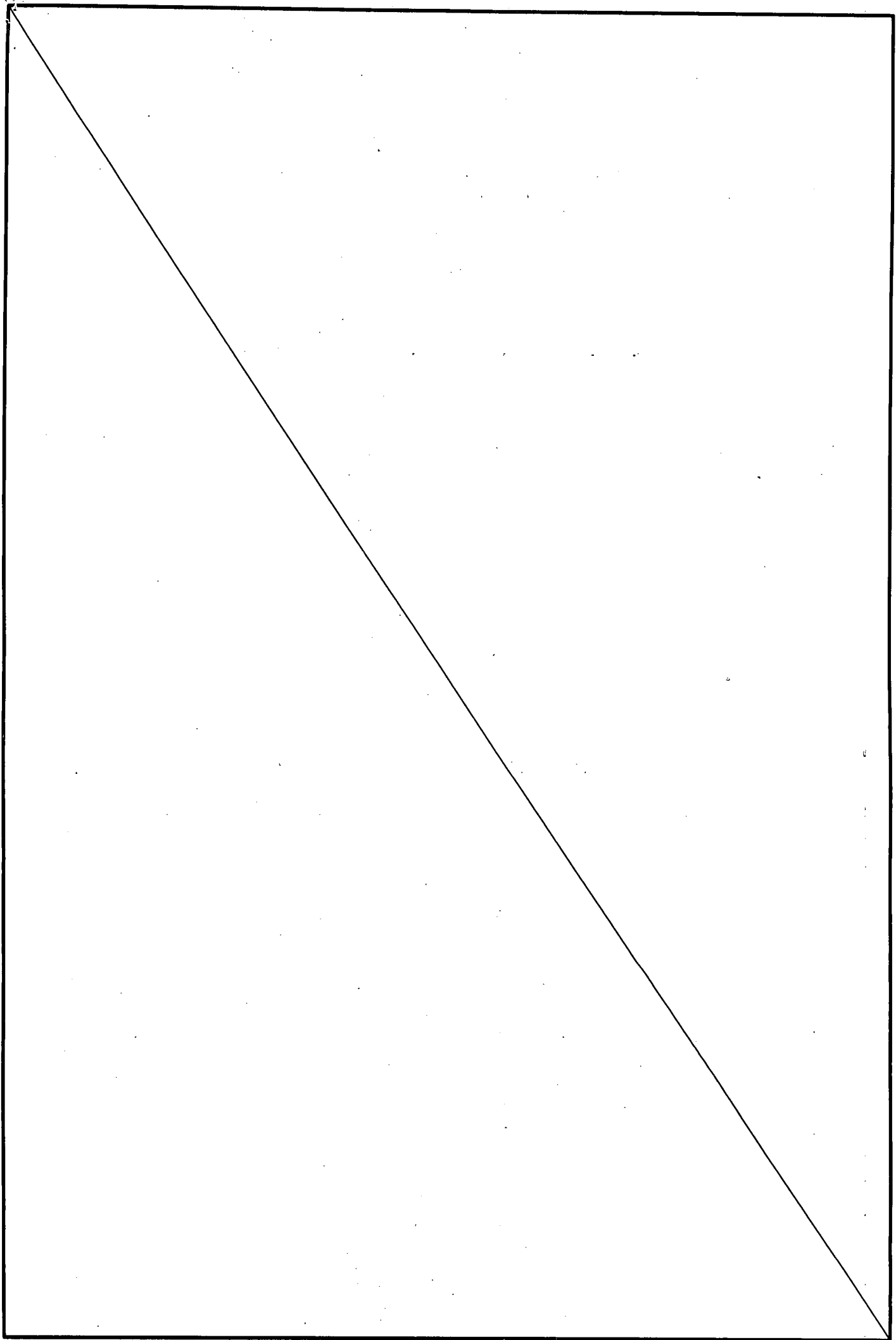
ITEM(S)	AGENT CODE
Duplicate LMA	Gms1

Approval No: 146-2K

3423851 V1

CORRECTION	PASSED <u>EF</u>
REGISTERED 12/8/2013 <u>[Signature]</u> PRO REGISTRAR-GENERAL	

ALS:416368/46



## APPLICATION TO NOTE

## LAND MANAGEMENT AGREEMENT

TO: REGISTRAR GENERAL


**CITY OF ONKAPARINGA** of PO Box 1, Noarlunga Centre SA 5168 (the **Council**) has entered into the attached Land Management Agreement dated the 6<sup>th</sup> day of August 2013 (the **Agreement**) with **LAND SA PTY LTD** ACN 079 317 623 of 4 undivided 10<sup>th</sup> parts and **FAIRMONT HOMES GROUP PTY LTD** ACN 110 542 553 of 3 undivided 10<sup>th</sup> parts and **MSP PROPERTY HOLDINGS PTY LTD** ACN 110 753 707 of 3 undivided 10<sup>th</sup> parts, all of 21-24 North Terrace, Adelaide SA 5000, (together **Owner**) pursuant to Section 57(2) of the *Development Act 1993* (the **Act**).

The Agreement relates to the whole of the land comprised in Allotment 3512 in DP 90862 being the land comprised in Certificate of Title Volume 6106 Folio 802 located at Seaford Meadows SA (the **Land**).

**NOW THEREFORE** the Council applies pursuant to Section 57(2) of the Act to note the Agreement against the Land.

Dated the 6<sup>th</sup> day of August 2013

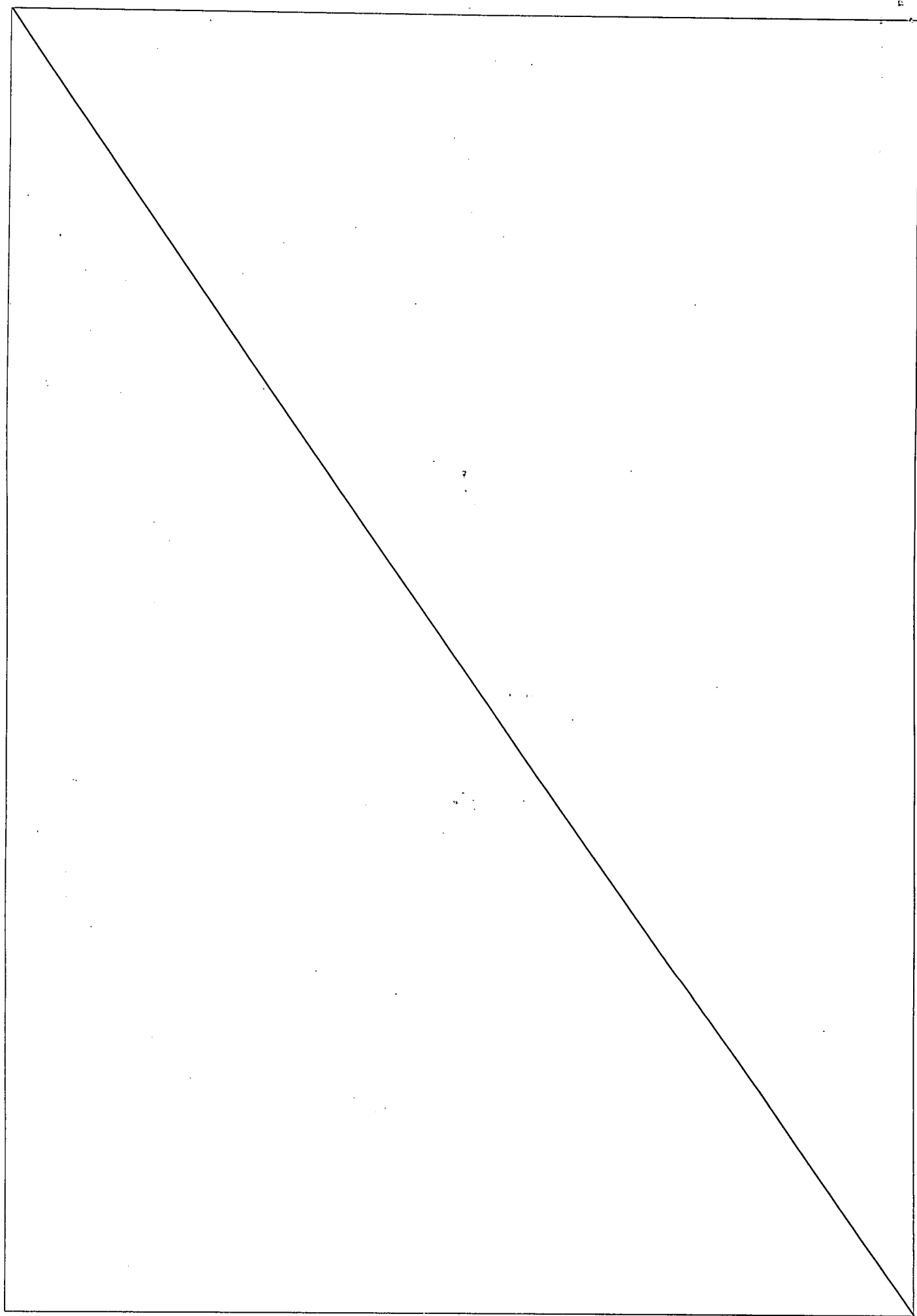
Executed by the **CITY OF ONKAPARINGA**  
by it's Chief Executive Officer in the presence of:

  
 Signature of Chief Executive Officer (ACTING) As delegate for City of Onkaparinga

  
 Signature of Witness\*

TERRY SUTCLIFFE (ACTING)  
 Name of Chief Executive Officer (print)

Karen Carter  
 Name of Witness (print)



FINLAYSONS

## **Land Management Agreement**

**CITY OF ONKAPARINGA**

**and**

**LAND SA PTY LTD ACN 079 317 623**

**and**

**FAIRMONT HOMES GROUP PTY LTD ACN 110 542 553**

**and**

**MSP PROPERTY HOLDINGS PTY LTD ACN 110 753 707**

81 Flinders Street, Adelaide  
South Australia 5000

Telephone +61 8 8235 7400

Facsimile +61 8 8232 2944

info@finlaysons.com.au  
finlaysons.com.au

GPO Box 1244, Adelaide  
South Australia 5001

DX152 Adelaide

Our Ref ALS:416368/46

THIS AGREEMENT is made the

6<sup>th</sup> day of

August

2013

**BETWEEN:** CITY OF ONKAPARINGA of PO Box 1, Noarlunga Centre SA 5168 (hereinafter with its successors and assigns called the **Council**) of the one part

**AND:** LAND SA PTY LTD ACN 079 317 623 of 4 undivided 10<sup>th</sup> parts and FAIRMONT HOMES GROUP PTY LTD ACN 110 542 553 of 3 undivided 10<sup>th</sup> parts and MSP PROPERTY HOLDINGS PTY LTD ACN 110 753 707 of 3 undivided 10<sup>th</sup> parts, all of 21-24 North Terrace, Adelaide, SA 5000, (hereinafter together and with their administrators transferees, successors and assigns as the case may be called the **Owner**) of the other part

**RECITALS:**

- A. The Owner is the proprietor of an estate in fee simple in firstly the whole of the land comprised in Allotment 3512 in DP 90862 being the land comprised in Certificate of Title Volume 6106 Folio 802, located at Seaford Meadows SA (hereinafter the **Land**).
- B. The Water Proofing the South strategy (which includes the proposal for the provision of reclaimed water to the Seaford Meadows Development) was submitted to the Federal Government seeking funding the National Water Initiative in June 2006 and the submission is based on the National Water Initiative guidelines.
- C. The Owner, in accordance with the provisions of the Development Act, 1993 (hereinafter called "the Act"), intends to develop the Land subject to the Owner obtaining development approval for any proposed development (hereinafter called "the proposed Development");
- D. Pursuant to the provisions of Section 57(2) of the Act the Owner has agreed with the Council to enter into this Agreement relating to the development management preservation and conservation of the Land and in particular in relation to the application of sustainable principles to the proposed Development subject to the terms and conditions hereinafter mentioned.

**NOW THIS AGREEMENT WITNESSES as follows:**

**1. INTERPRETATION**

- 1.1** The parties acknowledge that the matters recited above are true and accurate and agree that they will form a part of the terms of this Agreement.
- 1.2** In the interpretation of this Agreement unless the context otherwise requires:
  - (a) "Consumer Access Point" means the point on the boundary of each allotment forming part of the Land (whether currently in existence or created in the future) at which the Pipeline System is intended to deliver Reclaimed Water to that allotment;

- (b) "Energy Efficiency Guidelines" means the guidelines attached as Annexure A;
- (c) "EPA" means the Environment Protection Authority constituted under the Environment Protection Act 1993;
- (d) "Land" shall include any part or parts of the Land;
- (e) "Lilac Reticulation Network" has the meaning given to that term in clause 3;
- (f) "Owner's Infrastructure" means any infrastructure on the Land which impacts in any way the Lilac Reticulation Network;
- (g) "Pipeline System" means the distribution network which is owned by SA Water and through which SA Water intends to distribute Reclaimed Water to allotments forming part of the Land (whether currently in existence or created in the future) at the Consumer Access Points;
- (h) "Reclaimed Water" means the water treated to an appropriate quality as defined in the Reclaimed Water Guidelines for use for toilet flushing and external irrigation on the Land;
- (i) "Reclaimed Water Guidelines" means the South Australian Reclaimed Water Guidelines prepared by the Department of Human Service and the Environment Protection Agency published in April 1999;
- (j) "SA Water" means the South Australian Water Corporation.
- (k) words and phrases used in this Agreement which are defined in the *Development Act 1993* or in the Regulations made under the Act will have the meanings ascribed to them by the Act or the Regulations as the case may be;
- (l) references to any statute or subordinate legislation will include all statutes and subordinate legislation amending, consolidating or replacing the statute or subordinate legislation referred to;
- (m) the term *Owner* where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes their heirs, executors, administrators and transferees and where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons being registered or entitled to be registered as the proprietor of any estate in fee simple to the Land or to each and every one of all separate allotments into which the Land may be divided after the date of this Agreement subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Certificate of Title thereof;
- (n) the term *person* includes a corporate body;

- (o) any term which is defined in the statement of the names and descriptions of the parties or in the Recitals has the meaning there defined;
- (p) words importing the singular number or plural number are deemed to include the plural number and the singular number respectively;
- (q) words importing any gender include every gender;
- (r) where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they are bound jointly and each of them severally;

**1.3** Clause headings are provided for reference purposes only and will not be resorted to in the interpretation of this Agreement.

**1.4** The requirements of this Agreement are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

## **2. OWNER'S OBLIGATIONS**

The Owner hereby agrees that:

### **2.1 Reclaimed Water**

(a) The Owner must ensure that the Lilac Reticulation Network is constructed to such standard as required by SA Water and all statutory authorities or by law or regulations as part of the proposed Development and that all:

- (i) allotments created on the Land; and
- (ii) all buildings and structures (except for domestic outbuildings and other structures of such a kind which would not normally incorporate a reticulated water supply) on the Land (as reasonably required by a party acting under statutory or contractual authority or by law or regulations as part of the proposed Development);

are connected to the Pipeline System;

(b) The Owner must comply with all reasonable requests for information by a party acting under statutory authority or by law or regulations as part of the proposed Development about the Owner's Infrastructure;

(c) The Owner acknowledges that there may be period during which Reclaimed Water is not available to be supplied to the Land through the Pipeline System.

### **2.2 Energy Efficiency**

(a) The Owner must ensure that the proposed Development which occurs on the Land is undertaken in accordance with the Energy Efficiency Guidelines and in any event is designed and installed to such standard as is reasonably required by the Council, a third party or by law or regulations and that all buildings and structures on the Land comply with the said Energy Efficiency Guidelines.



- (b) The Owner must comply with the relevant Australian Standards in relation to the installation of any electrical componentry or any other item as part of the Owner's compliance with clause 2.2(a).

### **3. LILAC RETICULATION NETWORK**

- 3.1** In this Agreement, "Lilac Reticulation Network" means a water reticulation network which is designed and constructed on the Land to enable Reclaimed Water distributed from the Pipeline System to be used for external irrigation and toilet flushing on the Land, while complying with all necessary Australian Standards and regulatory requirements.
- 3.2** For the purposes of this Agreement, the Lilac Reticulation Network will only be deemed to be completed when the Owner gives written notice to the Council that the Lilac Reticulation Network has been activated by SA Water to the Consumer Access Point.
- 3.3** The parties agree that in the event that the Land is developed through the construction of more than one allotment, building or structure on it, then each and every one of those allotments, buildings and structures must, by means of the Lilac Reticulation Network, be connected to the Pipeline System.

### **4. FURTHER DEVELOPMENT**

#### **4.1 Reclaimed Water**

The Owner expressly acknowledges that any development of the Land (other than development which occurs concurrently with the installation of the Lilac Reticulation Network) before the Owner gives written notice to the Council in accordance with clause 3.2 will result in the Owner being in breach of this Agreement and, thereby, the Act.

#### **4.2 Energy Efficiency**

The Owner expressly acknowledges that any development of the Land must be in accordance with the Energy Efficiency Guidelines.

### **5. RESTRICTION ON LEASING AND OTHER DEALINGS**

The Owner must not grant any lease, licence, easement or other right of any nature which may give any person the right to possession or control of or entry on to the Land which right would enable such person to breach any of the obligations imposed on the Owner by this Agreement unless such grant:

- (a) is expressed in writing;
- (b) is made with the previous written consent of the Council; and
- (c) contains as an essential term a covenant by the grantee not to do or omit to do (or suffer or permit any other person to do or omit to do) any act, matter or thing which would constitute a breach by the Owner of the Owner's obligations under this Agreement.

## **6. COUNCIL'S POWERS OF ENTRY ETC**

**6.1** The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter the Land for the purpose of:

- (a) inspecting the Land and any buildings or structures on the Land;
- (b) exercising any other powers of the Council under this Agreement or pursuant to law.

**6.2** If the Owner is in breach of any provision of this Agreement, the Council may, by notice in writing served on the Owner, specify the nature of the breach and require the Owner to remedy the breach within such time as may be nominated by the Council in the notice (being not less than twenty eight (28) days from the date of service of the notice) and if the Owner fails so to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land and recover any costs incurred from the Owner.

**6.3** If in a notice referred to in clause 6.2 the Council requires the removal of the building or structure from the Land the Council and its servants or agents are authorised and empowered by the Owner to enter and remove the building or structure from the Land and to dispose of it in any manner determined by the Council provided that if the building or structure has any monetary value then the Council must use its best endeavours to realise that monetary value and must after the disposal account to the Owner and pay to the Owner the realised value less all expenses incurred.

**6.4** The Council may delegate any of its powers under this Agreement to any person.

## **7. VARIATION AND WAIVER**

**7.1** This Agreement may not be varied except by a Supplementary Agreement signed by the Council and the Owner.

**7.2** The Council may waive compliance by the Owner with the whole or any part of the obligations on the Owner's part contained in this Agreement provided that no such waiver is effective unless expressed in writing and signed by the Council.

## **8. NOTICES**

For the purposes of this Agreement a notice is properly served on the Owner if it is posted to the Owner's last address known to the Council or affixed in a prominent position on the Land.

## **9. COSTS**

The Owner hereby indemnifies the Council and agrees to keep it forever indemnified in respect of the whole of its costs and expenses (including without limitation legal costs and expenses) of and incidental to the negotiation, preparation, stamping and registration of this Agreement.

## **10. REGISTRATION OF THIS AGREEMENT**

Each party must do all things and execute all documents as may be necessary to ensure that as soon as possible after the execution of this Agreement by all necessary parties, this

Agreement is registered and a memorial noted on the Certificate of Title for the Land pursuant to the provisions of Section 57(5) of the Act.

**11. GOVERNING LAW**

The law governing the interpretation and implementation of the provisions of this Agreement is the law of South Australia.

**12. GENERAL PROVISIONS**

**12.1** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable in law then the parties must request and direct such court to sever such provision from this Agreement.

**12.2** This Agreement contains the whole agreement between the parties in respect of its subject matter.

**EXECUTED** as an Agreement.

**THE COMMON SEAL of**  
**CITY OF ONKAPARINGA** was hereunto  
affixed in the presence of.

) *Ref to Annexure*  
)  
)

.....  
Signature of Mayor

.....  
Signature of Chief Executive Officer

.....  
Name of Mayor

.....  
Name of Chief Executive Officer

**EXECUTED** by **LAND SA PTY LTD** in )  
accordance with section 127(1) of the )  
Corporations Act 2001 by: )

.....  
Director

*David Lee Pickard*

.....  
Name of Director

.....  
Director or Secretary

*Brett Paterson Graham*

.....  
Name of Director or Secretary

**EXECUTED** by **FAIRMONT HOMES** )  
**GROUP PTY LTD** in accordance with )  
section 127(1) of the Corporations Act 2001 )  
by:

*David Lee Pickard*  
.....  
Director *[Signature]*

Name of Director  
.....  
Director or Secretary *[Signature]*

*Brett Paterson Graham*  
.....  
Name of Director or Secretary

**EXECUTED** by **MSP PROPERTY** )  
**HOLDINGS PTY LTD** in accordance with )  
section 127(1) of the Corporations Act 2001 )  
by:

.....  
Director


Name of Director *[Signature]*

Director or Secretary  
*Mark Stephen Pickard*  
.....  
Name of Director or Secretary

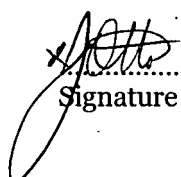
**URBAN RENEWAL AUTHORITY and SOUTH AUSTRALIAN HOUSING TRUST** being persons with a legal interest in the Land by registered encumbrance 11787665 **HEREBY CONSENT** to the Owner entering into this Agreement.

**SIGNED** for and on behalf of **URBAN RENEWAL AUTHORITY** by its duly authorised officer:

x Daniel John DeConno  
Name of Officer


  
Signature of Officer

in the presence of:


x   
Signature of Witness

**SIGNED** for and on behalf of **SOUTH AUSTRALIAN HOUSING TRUST** by its duly authorised officer:

x  
Name of Officer

  
Signature of Officer

in the presence of:

  
Signature of Witness

Sealed under the authority of  
**SOUTH AUSTRALIAN HOUSING TRUST**  
.....  
Authorised Signatory - Manager Conveyancing  
.....  
Authorised Signatory - Contracts Manager

Sealed under the authority of  
**SOUTH AUSTRALIAN HOUSING TRUST**  
  
.....  
Authorised Signatory - Manager Conveyancing  
  
.....  
Authorised Signatory - Contracts Manager



The Owner **HEREBY CERTIFIES** pursuant to Section 57(4) of the Development Act 1993 that no other person has a legal interest in the land.

**EXECUTED** by **LAND SA PTY LTD** in )  
accordance with section 127(1) of the )  
Corporations Act 2001 by: )

.....  
Director

*David Lee Pickard*

.....  
Name of Director

*Brett Paterson Graham*  
.....  
Director or Secretary

*Brett Paterson Graham*

.....  
Name of ~~Director~~ or Secretary

**EXECUTED** by **FAIRMONT HOMES** )  
**GROUP PTY LTD** in accordance with )  
section 127(1) of the Corporations Act 2001 )  
by:

.....  
Director

*David Lee Pickard*

.....  
Name of Director

*Brett Paterson Graham*  
.....  
Director or Secretary

*Brett Paterson Graham*

.....  
Name of ~~Director~~ or Secretary

**EXECUTED** by **MSP PROPERTY** )  
**HOLDINGS PTY LTD** in accordance with )  
section 127(1) of the Corporations Act 2001 )  
by: )

.....  
Director

*Mark Stephen Pickard*  
.....  
Name of Director

.....  
Director or Secretary

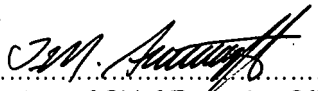
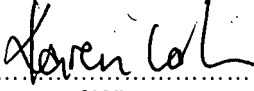
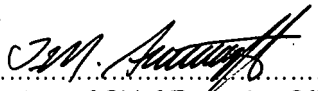
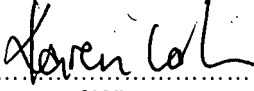
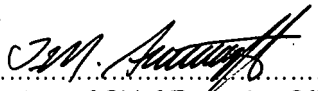
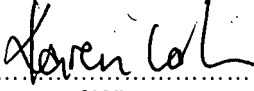
*Mark Stephen Pickard*

.....  
Name of Director ~~or~~ Secretary

**ANNEXURE A**  
**ENERGY EFFICIENCY GUIDELINES**

- All buildings on the Land must have electrical systems installed with direct load control.
- All residential buildings on the Land must be designed and constructed to meet or exceed 5+ stars rating using the "Accurate System".
- All hot water in the non-residential buildings on the Land must be supplied by a solar hot water system.
- All non-residential buildings on the Land must have their electricity supply supplemented by a grid connected photovoltaic cell power plant.

FORM B1  
Attach to inside  
left hand corner

<p>To be completed by lodging party</p> <p>ANNEXURE B to LMA dated <u>6/8/13</u></p> <p>over Certificate of Title Volume: 6106 Folio: 802</p>	<p><b>NUMBER</b></p> <p>Office use only</p>				
<p><b>EXECUTED by CITY OF ONKAPARINGA by</b> Its Chief Executive Officer in the presence of:</p> <table border="0"><tr><td data-bbox="119 772 662 918"><p><u></u> (Acting) Signature of Chief Executive Officer as delegate for City of Onkaparinga</p></td><td data-bbox="734 772 1141 884"><p><u></u> Signature of Witness</p></td></tr><tr><td data-bbox="119 952 606 1030"><p><u>Terry Sutcliffe</u> (Acting) Name of Chief Executive Officer (print)</p></td><td data-bbox="734 952 1165 1030"><p><u>Karen Carter</u> Name of Witness (print)</p></td></tr></table>		<p><u></u> (Acting) Signature of Chief Executive Officer as delegate for City of Onkaparinga</p>	<p><u></u> Signature of Witness</p>	<p><u>Terry Sutcliffe</u> (Acting) Name of Chief Executive Officer (print)</p>	<p><u>Karen Carter</u> Name of Witness (print)</p>
<p><u></u> (Acting) Signature of Chief Executive Officer as delegate for City of Onkaparinga</p>	<p><u></u> Signature of Witness</p>				
<p><u>Terry Sutcliffe</u> (Acting) Name of Chief Executive Officer (print)</p>	<p><u>Karen Carter</u> Name of Witness (print)</p>				

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