

REAL PROPERTY ACT, 1886



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 6216 Folio 979

Parent Title(s) CT 6216/573
Creating Dealing(s) RTC 13027815
Title Issued 06/12/2018 **Edition** 3 **Edition Issued** 21/03/2022

Estate Type

FEE SIMPLE

Registered Proprietor

MICHAEL KEES BRUYS
OF 7 AMBER LANE TONSLEY SA 5042

Description of Land

ALLOTMENT 373 DEPOSITED PLAN 120147
IN THE AREA NAMED TONSLEY
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

Dealing Number	Description
13008134	APPLICATION PURSUANT TO SECTION 103P(2) OF THE ENVIRONMENT PROTECTION ACT 1993 NOTING THAT A SITE CONTAMINATION AUDIT REPORT HAS BEEN PREPARED IN RESPECT OF THE WITHIN LAND
13080154	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
13080155	ENCUMBRANCE TO PEET TONSLEY PTY. LTD. (ACN: 613 547 667)
13130482	APPLICATION PURSUANT TO SECTION 103P(2) OF THE ENVIRONMENT PROTECTION ACT 1993 NOTING THAT A SITE CONTAMINATION AUDIT REPORT HAS BEEN PREPARED IN RESPECT OF THE WITHIN LAND
13744042	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

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

Title Reference	CT 6216/979	Reference No. 2444757
Registered Proprietors	M K*BRUYS	Prepared 28/02/2023 12:58
Address of Property	7 AMBER LANE, TONSLEY, SA 5042	
Local Govt. Authority	THE CORPORATION OF THE CITY OF MARION	
Local Govt. Address	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

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

- | | | |
|-----|--|--|
| 1.1 | Mortgage of land

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.2 | Easement
(whether over the land or annexed to the land)

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> | Refer to the Certificate of Title |
| 1.3 | Restrictive covenant

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 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.)

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title

also

Contact the vendor for these details |
| 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

3. ***Burial and Cremation Act 2013***

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

4. ***Crown Rates and Taxes Recovery Act 1945***

4.1 section 5 - Notice requiring payment

Crown Lands Program in DEW has no record of any notice affecting this title

5. ***Development Act 1993 (repealed)***

5.1 section 42 - Condition (that continues to apply) of a development authorisation

State Planning Commission in the Department for Trade and Investment will respond with details relevant to this item

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

also

Contact the Local Government Authority for other details that might apply

5.2 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

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) <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 will respond with details relevant to this item also Contact the Local Government Authority for other details that might apply
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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 www.revenuesaonline.sa.gov.au
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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) will respond with details relevant to this item
8.2	section 93 - Environment protection order that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.3	section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.4	section 99 - Clean-up order that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.5	section 100 - Clean-up authorisation that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.6	section 103H - Site contamination assessment order that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.7	section 103J - Site remediation order that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
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) will respond with details relevant to this item

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) will respond with details relevant to this item
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) will respond with details relevant to this item
9.	<i>Fences Act 1975</i>	
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
10.	<i>Fire and Emergency Services Act 2005</i>	
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
11.	<i>Food Act 2001</i>	
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
12.	<i>Ground Water (Qualco-Sunlands) Control Act 2000</i>	
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
13.	<i>Heritage Places Act 1993</i>	
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
14.	<i>Highways Act 1926</i>	
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
15.	<i>Housing Improvement Act 1940 (repealed)</i>	
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
16.	<i>Housing Improvement Act 2016</i>	

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

17. *Land Acquisition Act 1969*

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
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18. *Landscape South Australia Act 2019*

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

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| 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 |

19. *Land Tax Act 1936*

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| 19.1 | Notice, order or demand for payment of land tax | A Land Tax 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
www.revenuesaonline.sa.gov.au |
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20. *Local Government Act 1934 (repealed)*

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| 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 |
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21. *Local Government Act 1999*

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| 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 |
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22. *Local Nuisance and Litter Control Act 2016*

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| 22.1 | section 30 - Nuisance or litter abatement notice | Contact the Local Government Authority for other details that might apply |
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23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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| 23.1 | section 6 - Restriction on building work | Transport Assessment Section within DIT has no record of any restriction affecting this title |
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24. *Mining Act 1971*

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| 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
25. <i>Native Vegetation Act 1991</i>		
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. <i>Natural Resources Management Act 2004 (repealed)</i>		
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. <i>Outback Communities (Administration and Management) Act 2009</i>		
27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title

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**
- Miscellaneous Technical Enhancement - proposes a series of technical amendments which aim to enhance the general performance & operation of the Planning & Design Code (the Code). It is primarily focused on addressing technical & operational elements within the Code, as opposed to changing policy intent or outcomes. For more information, refer to the 'Code Amendments' page on PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone 1800752664.**
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- State Planning Commission in the Department for Trade and Investment will respond with details relevant to this item**
- 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

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 *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval 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 *Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with) 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</i> Part 4 - Condition (that continues to apply) of an approval	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
33.	<i>Upper South East Dryland Salinity and Flood Management Act 2002 (expired)</i>	
33.1	section 23 - Notice of contribution payable	DEW has no record of any notice affecting this title
34.	<i>Water Industry Act 2012</i>	
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 will respond with details relevant to this item 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.	<i>Water Resources Act 1997 (repealed)</i>	
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

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*

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|--|---|
| 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) will respond with details 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 <i>Livestock Act, 1997</i> | Animal Health in PIRSA has no record of any notice or order affecting this title |

Additional Information

The following additional information is provided for your information only.
These items are not prescribed encumbrances or other particulars prescribed under the Act.

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|---|---|
| 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 (<i>Dog Fence Act 1946</i>) | The Dog Fence Board has no current interest in Dog Fence rates relating to this title. |
| 9. Pastoral Board (<i>Pastoral Land Management and Conservation Act 1989</i>) | The Pastoral Board has no current interest in this title |
| 10. Heritage Branch DEW (<i>Heritage Places Act 1993</i>) | 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

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/bores 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.

Orig: **E 13080155**



12:10 14-Mar-2019
3 of 4

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA
ENCUMBRANCE
FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
--------------------	--

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

SERIES NO	PREFIX
3	E

9/13

AGENT CODE


LODGED BY:

WPBC

CORRECTION TO: Prospect Conveyancing Pty Ltd GMS1

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

CORRECTION	PASSED <i>CP</i>
REGISTERED 28 MAR 2019 <i>CP</i>	
 PRO REGISTRAR-GENERAL	

ENCUMBRANCE

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT **Volume 6216 Folio 979**

ESTATE & INTEREST

ESTATE IN FEE SIMPLE

ENCUMBRANCER (Full name and address)

MICHAEL KEES BRUYS of 4 Masterdale Court St Clair SA 5011

ENCUMBRANCEE (Full name, address and mode of holding)

PEET TONSLEY PTY LTD A.C.N. 613 547 667 of Level 3, 70 Hindmarsh Square Adelaide SA 5000

OPERATIVE CLAUSE

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE 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** as a yearly rent charge during the continuance of this Encumbrance commencing on the date of this Encumbrance

★

Sunset Clause

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

(c) **AT THE TIMES AND IN THE MANNER FOLLOWING**

on the 1st day of January in each year commencing on the 1st day of January following the date of this Encumbrance AND with the performance and observance of the following covenants

P. R. C.
CP.

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

1. DEFINITIONS

1.1 Definitions

In this Encumbrance unless the contrary intention appears or the context shall otherwise require the following expressions shall have the following meanings:

Adjoining Owner means the owner of adjoining land which shares a common boundary with the Land, who is entitled to claim under the Encumbrancee as a purchaser of land in the Development Zone;

Development Zone means the land comprised in Allotment 5026 in D119830 and Allotment comprising pieces 5027 and 5028 in D119688;

Encumbrancee means the person described in the panel entitled "Encumbrancee" on the front page of this Encumbrance and its successors and assigns;

Land means the land described in the panel entitled "Land Description" on the front page of this Encumbrance;

Loss means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising (whether or not presently ascertained, immediate, future or contingent) and includes legal costs on a full indemnity basis;

Owner means the person described in the panel entitled "Encumbrancer" on the front page of this Encumbrance and includes that person's successors, heirs and assigns;

Real Property Act means the Real Property Act, 1886;

Tonsley Residential Precinct Masterplan means the Tonsley residential precinct masterplan published by or on behalf of the Encumbrancee, which relates to the building scheme which has been or will be adopted in the Development Zone (which may be varied from time to time by the Encumbrancee).

1.2 Interpretation

In this Encumbrance unless the contrary intention appears:

- (a) any reference to an Act shall be construed to include that Act as amended from time to time and to any other Act substituted for the Act as amended from time to time. A reference to any section or provision of an Act shall be construed to include a reference to the corresponding section or provision of the Act as amended or substituted from time to time;
- (b) words importing the singular number or plural numbers shall include the plural numbers and singular number respectively;
- (c) words importing one gender shall include all other genders;
- (d) if there shall be more than one person included in the designation "Owner" all covenants and obligations herein contained on the part of the Owner shall take effect as joint and several covenants by such persons;
- (e) headings are for convenience of reference only and shall not be used in the interpretation or construction of the covenants of this Encumbrance;
- (f) the term "person" includes a body corporate;
- (g) any reference to the Land shall apply to and include the whole and any part of the Land or any such asset matter business or thing; and
- (h) the burden of providing compliance with the covenants in this instrument lies on the Owner.

2. PAYMENT OF RENT CHARGE

The Owner shall pay to the Encumbrancee during the continuance of this Encumbrance the sum of 10¢ (if demanded) on the 30th day of June next and on each succeeding 30th day of June.

3. PURPOSE

(a) It is intended by the Owner and the Encumbrancee that this Encumbrance shall secure to the Encumbrancee both:

(i) the payment of the said rent-charge; and

(ii) the performance and observance of the covenants contained in this Encumbrance,

and that the rent-charge hereby secured and the covenants herein contained shall be binding on the person executing this Encumbrance as the Owner and on the successors and assigns of that person as the registered proprietor or proprietors for the time being of the Land.

(b) The Owner acknowledges and agrees that this Encumbrance (and the covenants contained herein) are entered into and undertaken for the purposes of the Encumbrancee's scheme of development (which will be put into effect by the Tonsley Residential Precinct Masterplan) for the residential allotments comprised in the Development Zone.

(c) The Owner acknowledges that it is able to view the current Tonsley Residential Precinct Masterplan prior to the grant of this Encumbrance on the website www.tonsleyvillage.com.au.

(d) The Encumbrancee may make any amendments to the Tonsley Residential Precinct Masterplan as it shall require from time to time but must notify the Owner of any such amendments to the Tonsley Residential Precinct Masterplan which are made after the grant of this Encumbrance that substantially or materially affect Land.

(e) Any amendment to the Tonsley Residential Precinct Masterplan made at any time after the grant of this Encumbrance only binds the Owner upon the Encumbrancee complying with the provisions of clause 3(d).

4. CONDITION PRECEDENT TO TRANSFER OF THE LAND

4.1 Transfer of Land

Without in any way limiting clause 5.7, the Owner shall not transfer the Land or any part of it to any person ("Transferee") including by a will or under any intestacy law or (if the Owner is a body corporate) as part of a winding up unless:

(a) the Owner notifies the Encumbrancee at least 28 days before the transfer and provides the necessary details of the Transferee for the purpose of completing the matters in subclause (c) below and pays the cost of attending to the matters in sub-clause (c) below plus any registration fees and stamp duty;

(b) the Owner remedies all breaches or defaults and pays all monies payable under this Encumbrance (if any) by the Owner under this Encumbrance prior to the transfer;

(c) the Owner procures at its cost in all things the execution, stamping and registration of a Memorandum of Encumbrance from the Transferee in favour of the Encumbrancee upon the same terms as this Encumbrance, such instrument to be:

(i) prepared by the Encumbrancee or its solicitors or conveyancer;

(ii) executed by the Transferee's solicitor or conveyancer prior to the transfer;

(iii) stamped (if so required) prior to the transfer; and

(iv) lodged for registration by the Encumbrancee or its solicitors or conveyancer so that it is registered immediately following the Memorandum of Transfer to the Transferee and in priority to all other instruments,

at the cost in all things of the Owner including stamp duty and registration fees and any legal or other costs incurred by the Encumbrancee to prepare, execute, attend settlement and register the Memorandum of Encumbrance as contemplated above.

4.2 Encumbrance binds successors in title

Notwithstanding clause 4.1 and without prejudice to the provisions of that clause each:

- (a) person claiming an estate and interest in fee simple in the Land or any part thereof shall by virtue of accepting the instrument of transfer under the *Real Property Act* be deemed to have covenanted with the Encumbrancee to perform and observe all the covenants contained in this Encumbrance on the part of the Owner to be performed and observed;
- (b) person claiming an estate and interest as mortgagee or encumbrancee in the Land or any part thereof shall by virtue of becoming registered as such be deemed to have covenanted with the Encumbrancee that such person will not:
 - (i) exercise a power of sale without obtaining from the proposed transferee and delivering to the Encumbrancee a like covenant as is mentioned in clause 4.1; and
 - (ii) exercise a power of foreclosure (in the case of a mortgage) without executing and delivering to the Encumbrancee a covenant by such person to perform and observe all the covenants contained in this Encumbrance on the part of the Owner to be performed and observed.

5. RESTRAINT

5.1 Benefit of Encumbrance

The Owner covenants with the Encumbrancee and with all other persons claiming under the Encumbrance as purchasers of any land in the Development Zone as follows to the intent:

- (a) that the covenants in this instrument will run with and bind the Land; and
- (b) 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.

5.2 Use of Land

The Owner shall not use or permit the Land to be used for any purpose other than for private residential purposes or home based business activities with the exception of approval being obtained from and given by the Encumbrancee.

5.3 No subdivision

The Land shall not be subdivided.

5.4 One main dwelling

- (a) The Owner shall not erect upon the Land more than one (1) residential dwelling without the prior written approval of the Encumbrancee.
- (b) Any improvements on the Land in the nature of pergolas or similar covered areas, rainwater tanks, sheds, garages or similar domestic improvements shall not be deemed as being restricted pursuant to clause 5.4(a).

5.5 Development in accordance with Tonsley Residential Precinct Masterplan

- (a) No dwelling or any other building, improvement or structure shall be erected, altered or added to or made in or over the Land or any part thereof unless such erection, alteration or addition:
 - (i) complies with the Tonsley Residential Precinct Masterplan and the relevant planning authority to the satisfaction of the Encumbrancee; and
 - (ii) has received the prior written approval of the Encumbrancee or its agent.
- (b) In order to provide its written approval pursuant to clause 5.5(a)(ii), the Encumbrancee may require the Owner to submit a development proposal for the Land.
- (c) The Encumbrancee may require such development proposal to be provided in any form it reasonably requires in order to properly consider whether it will grant approval.

- (d) The Encumbrancee may not unreasonably delay considering the Owner's development proposal.
- (e) The Encumbrancee shall not act unreasonably in refusing any approval or imposing any condition of approval under clause 5.5(a)(ii) but a refusal or a condition cannot be deemed unreasonable if the development proposal submitted is contrary to any provision in the Tonsley Residential Precinct Masterplan.
- (f) Any approval of the Encumbrancee obtained pursuant to clause 5.5(a)(ii) of this Encumbrance shall, unless extended by the Encumbrancee, lapse upon the expiration of a period of twenty-four (24) months commencing on the date of the approval in writing if the works to which the approval relates are not in the opinion of the Encumbrancee substantially commenced within that period.

5.6 Time frame for construction

The Owner shall not allow development of the Land to be delayed such that the construction of a residential dwelling which complies with clause 5.5(a) is not:

- (a) substantially commenced (as evidenced by the completion of all site works and the laying of the concrete slab and footings) within three (3) calendar months from the date the Owner is provided access to the Land for construction by the Encumbrancee (or such further time as the Encumbrancee may agree with the Owner); or
- (b) completed within twelve (12) months from when construction of such residential dwelling is first commenced (or such further time as the Encumbrancee may agree with Owner),

except to the extent that the delay is caused by an act or omission of the Encumbrancee.

5.7 Transfer of Land prior to completion of a dwelling

Except with the written consent of the Encumbrancee, the Owner shall not:

- (a) advertise the Land as being for sale;
- (b) hold an open inspection on the Land for the purpose of allowing prospective purchasers or persons who may be interested in purchasing the Land onto the Land;
- (c) consider or take offers from persons to purchase the Land;
- (d) offer to sell the Land to any person;
- (e) transfer, dispose of, assign or create or declare a trust in respect of its interest in the fee simple in the Land,

until a residential dwelling which:

- (f) complies with the Tonsley Residential Precinct Masterplan to the satisfaction of the Encumbrancee; and
- (g) has received the prior written approval of the Encumbrancee pursuant to clause 5.5(a)(ii),

has been completed on the Land.

5.8 Temporary dwellings

The Owner shall not allow upon the Land:

- (a) any transportable dwelling house; or
- (b) any caravan or other temporary dwelling,

unless first approved in writing by the Encumbrancee.

5.9 Maintenance and repair

The Owner shall not allow any dwelling, building, improvement or structure on the Land to become in a state of disrepair, worn out, decadent or unattractive having regard to the general standard of other dwellings, buildings, improvements and structures on allotments in the Development Zone.

5.10 Landscaping

The Owner shall not allow:

(a) any part of the Land:

- (i) which has not been improved; and
- (ii) which is within public view (including the area between the front building line of any dwelling erected upon the Land and the boundary of the Land),

to remain without landscaping for a period expiring on the date specified in clause 5.6(b);

(b) any landscaping to occur on the Land which:

- (i) does not comply with the Tonsley Residential Precinct Masterplan; or
- (ii) is generally inconsistent with the general standard of landscaping of allotments and public verges in the Development Zone; or

(c) landscaping on the Land to become outdated, unattractive or in a state of disrepair;

(d) any noxious or unlawful plant, tree or shrub to grow on the Land; or

(e) any garden areas or plantings on the Land to die or become overgrown or untidy.

5.11 Parking of vehicles

The Owner shall not cause or allow:

(a) parking of motor vehicles on any part of the Land other than the driveway on the Land;

(b) the storage of boats, caravans and/or trailers forward of the front alignment of a dwelling on the Land;

(c) commercial vehicles to be parked or left unattended on the Land or otherwise than in a position where the same are not visible from the road frontage to the Land. For the purposes of this provision "commercial vehicles" includes any vehicle between 1 and 3 tonne in weight intended or designed to carry goods, equipment or passengers in commercial quantities; or

(d) any vehicle greater than 3 tonne in weight to be parked or left unattended on the Land.

5.12 Transfer of Land in certain circumstances

(a) The Owner must at the written request of the Encumbrancee transfer to the Encumbrancee or its nominee an estate in fee simple in the Land subject only to this Encumbrance if any of the following events occur:

(i) the Owner breaches clause 5.3, 5.4, 5.5(a) or 5.7 and the Encumbrancee requests the transfer of the Land to the Encumbrancee within 6 months of when the Encumbrancee first becomes aware of the breach, provided that the Owner has not remedied the relevant breach prior to the date of the Developer's written request; or

(ii) the Owner breaches clause 5.2, 5.6, 5.8, 5.9, 5.10, 5.11 or 5.13 and fails to remedy such breach within the earlier of:

(A) a reasonable period of time (as specified by the Encumbrancee) to allow the Owner to remedy such breach; or

(B) one calendar month,

after the date on which the Encumbrancee serves a written notice on the Owner requiring the breach to be remedied.

(b) The terms and conditions upon which the Land will be transferred pursuant to clause 5.12(a) shall be those contained in the contract for sale and purchase of land recommended for use by the Law Society of South Australia at the time the Encumbrancee requests the transfer of an estate in fee simple in the Land except that:

- (i) the GST inclusive purchase price shall be a sum equivalent to 100% of the consideration expressed in the Memorandum of Transfer of the Land from the Encumbrancee to the Owner and the Encumbrancee will be entitled to deduct from this amount any costs it incurs in discharging any mortgage, charge, lien or other interest over the Land;
- (ii) no deposit shall be payable;
- (iii) the date settlement is to be completed shall be 30 days after the date on which the Owner receives the Encumbrancee's written request pursuant to clause 5.12(a) or, if that date is not a business day, shall be the next business day; and
- (iv) all costs associated with the transfer of the Land (including the Encumbrancee's legal costs) shall be borne by the Encumbrancee.

5.13 Right of access for Adjoining Owners

- (a) The Owner must not restrict the Encumbrancee and/or an Adjoining Owner including its employees, contractors and agents (together with any plant, equipment and machinery) from accessing the Land in order to complete construction of a dwelling or dwellings and any improvements on an Adjoining Owner's land provided that:
 - (i) the Encumbrancee and/or the Adjoining Owner (as the case may be) has made a written request to the Owner; and
 - (ii) if the Adjoining Owner wishes to have access pursuant to this clause 5.13, the Adjoining Owner:
 - (A) agrees to comply with the reasonable directions of the Owner and cause minimal disturbance to the Owner when accessing the Land; and
 - (B) provides a written undertaking in favour of the Owner to repair and make good (at the Adjoining Owner's sole cost) any damage caused to the Land during such construction provided that the Encumbrancee will be under no obligation whatsoever to enforce such undertaking on the Owner's behalf and in this regard, the Owner hereby releases and indemnifies the Encumbrancee from any and all Loss suffered or incurred by the Owner.
- (b) For the avoidance of doubt, the right of access contemplated by this clause 5.13:
 - (i) will only apply to the initial construction of a dwelling or dwellings and any improvements on the Adjoining Owner's land (such that the Adjoining Owner's land is no longer vacant land) and will not extend to undertaking any renovations or maintenance of the same; and
 - (ii) will be temporary such that it will expire when access for construction is no longer required and includes (but is not limited to) accessing the roof of any dwelling on the Land in cases where such dwelling is positioned on a common boundary.

6. WAIVER

- (a) The Encumbrancee may from time to time in its absolute discretion lessen waive or release any of the covenants and other stipulations:
 - (i) contained or implied in this Encumbrance; and
 - (ii) expressed or implied in any Memorandum of Encumbrance or other instrument relating to any other land in the Development Zone (regardless of whether such Memorandum of Encumbrance or other instrument was entered into or imposed before, at the same time as or after the date of this Encumbrance).
- (b) No such lessening, waiver or release shall release the Owner or its successors in title from the covenants and other stipulations contained and implied in this Encumbrance.

7. RELEASE OF OWNER UPON SALE

Once a dwelling which:

- (a) complies with the Tonsley Residential Precinct Masterplan to the satisfaction of the Encumbrancee; and

- (b) has received the prior written approval of the Encumbrancee in accordance with clause 5.5(a)(ii),
has been completed on the Land;
- (c) the rent charge and covenants contained in this Encumbrance will be binding only upon the registered proprietor for the time being of the Land;
- (d) subject to clause 7(e), 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; and
- (e) despite a transfer as referred to in clause 7(d), the rights of the Encumbrancee will be preserved against any former registered proprietor of the Land in relation to a breach of this Encumbrance which occurred either before the transfer or by reason of the transfer.

8. SUNSET CLAUSE

This Encumbrance will expire upon the earlier of the following:

- (a) completion of construction of a dwelling on the last undeveloped residential allotment within the Development Zone to the satisfaction of the Encumbrancee; or
- (b) 31 December 2027.

9. TIME OF ESSENCE

Time is of the essence insofar as it relates to covenants obligations or agreements of the Owner.

10. ILLEGALITY

- (a) If any provision (or part of a provision) of this Encumbrance is or becomes illegal or invalid then:
 - (i) such illegality or invalidity shall not affect any other provision of this Encumbrance or any other part of such provision which is not invalid; and
 - (ii) such provision or part thereof shall be severed from this Encumbrance.
- (b) To the extent that the exercise of any right power privilege or remedy conferred on the Encumbrancee is only capable of being exercised upon compliance with the provisions of any statute affecting the same then such right power privilege or remedy may only be exercised only after due compliance with any such provision and this Encumbrance shall be read and construed accordingly.
- (c) No provision of this Encumbrance shall be construed so as to negative or limit in any respect any power conferred on the Encumbrancee by any statutory enactment whether in force at the date of this Encumbrance or not.

11. ENCUMBRANCEE'S CONSENT

Where the consent approval or agreement of the Encumbrancee is referred to under this Encumbrance:

- (a) such consent approval or agreement may be given or refused in the absolute discretion of the Encumbrancee (unless it is otherwise stated in this Encumbrance);
- (b) the Encumbrancee may attach such conditions to any such consent approval or agreement as it deems fit;
- (c) no such consent approval or agreement shall be deemed to have been given unless it is provided in writing by or on behalf of the Encumbrancee; and
- (d) can be given by the Encumbrancee or an agent of the Encumbrancee.

12. COSTS AND EXPENSES OF AND INCIDENTAL TO ENCUMBRANCE AND DEFAULT

The Owner shall pay to the Encumbrancee upon demand all costs, expenses, charges and outgoings whatsoever (including legal costs) which the Encumbrancee may pay sustain or incur in consequence of or in relation to or of and incidental to:

- (a) the preparation and engrossment of this Encumbrance and all of the costs associated with the stamping and registration of this Encumbrance and any discharge thereof (including all stamp duty registration fees);
- (b) any breach or default which may be made in the due observance or performance of any covenant term condition or agreement expressed or implied in this Encumbrance; and
- (c) the exercise or enforcement of or the attempted or purported exercise or enforcement of any proceeding or any endeavour to exercise or enforce any of the powers rights remedies or discretions of the Encumbrancee under and by virtue of this Encumbrance or pursuant to the powers rights remedies or discretions vested in the Encumbrancee by statute law or equity.

13. NOTICE

- (a) Any notice, request or demand under this Encumbrance must be:
 - (i) in writing; and
 - (ii) signed by the Encumbrancee, an authorised officer of the Encumbrancee or the Encumbrancee's Solicitors or legal representatives.
- (b) Any notice, request or demand may be served upon the Owner either:
 - (i) personally;
 - (ii) by facsimile;
 - (iii) by email;
 - (iv) by being left for the Owner on the Land;
 - (v) by being affixed to some part of the Land; or
 - (vi) by being sent by registered post to the Owner at the last known place of business or abode.
- (c) Any notice, request or demand will be deemed to have been received:
 - (i) in the case of personal delivery, immediately;
 - (ii) in the case of delivery by facsimile, upon the sender receiving a facsimile transmission report confirming all pages of the facsimile were transmitted without error;
 - (iii) in the case of delivery by email, when the sender's email system confirms the time of sending of the email (unless the sender receives a delivery failure notification indicating the email has not been delivered to the addressee);
 - (iv) in the case of the notice, request or demand being left for the Owner on the Land or affixed to some part of the Land, on the next business day;
 - (v) in the case of the notice, request or demand being sent by registered post, on the next business day,

irrespective of whether the notice, request or demand comes to the hands or knowledge of the Owner.
- (d) The provisions of this clause 13 are in addition to any other ways allowed by law in which the Encumbrancee may be entitled to give the Owner any notice, request or demand in relation to this Encumbrance.

✓

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** Delete the inapplicable*

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with the terms and conditions expressed *herein / ~~*in Memorandum No. _____~~ subject to such exclusions and amendments specified herein.

DATED.....

14/03/2019

CERTIFICATION **Delete the inapplicable*

Encumbrancer(s)

*The Prescribed Person has taken reasonable steps to verify the identity of the encumbrancer.

*The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Prescribed Person has retained the evidence to support this Registry Instrument or Document.

*The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:



Pasha Mehr
Principal Solicitor

for: Conatru Legal

on behalf of the Encumbrancer

Encumbrancee(s)

*The Prescribed Person has taken reasonable steps to verify the identity of the encumbrancee.

*The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Prescribed Person has retained the evidence to support this Registry Instrument or Document.

*The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Geoffrey Mark Stevens
Registered Conveyancer

for: Prospect Conveyancing Pty Ltd (Ref: SA 27421)

on behalf of the Encumbrancee

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

To be completed by lodging party

Office Use Only

ANNEXURE to Encumbrance dated 14/3/19
over Certificate of Title Volume: 6216 Folio: 979

NUMBER

LAND: THE WHOLE OF THE LAND IN CT Volume 6216 Folio 979

DEALING: ESTATE IN FEE SIMPLE

PARTIES: Urban Renewal Authority to Michael Kees Bruys

CERTIFICATION **Delete the inapplicable*

~~*The Prescribed Person has taken reasonable steps to verify the identity of the Transferor.~~

~~*The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.~~

~~*The Prescribed Person has retained the evidence to support this Registry Instrument or Document.~~

~~*The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.~~

Signed By:

Pasha Mehr
Principal Solicitor

for: Conatur Legal

On behalf of the Encumbrancer

CERTIFICATION **Delete the inapplicable*

~~*The Prescribed Person has taken reasonable steps to verify the identity of the Transferee.~~

~~*The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.~~

~~*The Prescribed Person has retained the evidence to support this Registry Instrument or Document.~~

~~*The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.~~

Signed By:

Geoffrey Mark Stevens
Registered Conveyancer

for: Prospect Conveyancing Pty Ltd. (Ref: SA 27421)

On behalf of the Transferee

DECISION NOTIFICATION FORM

Contact Officer: Nitsan Taylor
Telephone: 7109 7064
KNET Reference: 2016/19715/01

Development Number:
100/D264/16 V2
Council Reference:
100/2016/2400

FOR DEVELOPMENT APPLICATION

DATED: 3 December 2018
REGISTERED ON: 3 December 2018

TO: Peet Tonsley Limited
C/- Alexander Symonds Pty Ltd
PO Box 1000
KENT TOWN SA 5071
EMAIL: planning@alexander.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot/Plan	Street	Suburb	Hundred	Title Reference
Piece 570 in DP 120401	South Road	Tonsley	Adelaide	CT 6220/800
A 5036 in DP 120502	Hannah Road	Tonsley	Adelaide	CT 6219/573

NATURE OF PROPOSED DEVELOPMENT: Staged land division of 1 allotment into 439 residential allotments and 24 apartment/mixed use allotments plus road and public reserve; and associated removal of three regulated and two significant trees and site works. Variation to Stages 3-14: reconfiguration of allotments and public reserves; reconfiguration of stage boundaries, deletion of Stage 4, overall increase in the number of allotments created to 464 residential allotments and 25 apartment/mixed use allotments.

From: STATE COMMISSION ASSESSMENT PANEL

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Development Plan Consent	GRANTED	TEN (10)		
Land Division	GRANTED	SEVENTY-FIVE (75)		
DEVELOPMENT APPROVAL	GRANTED	EIGHTY-THREE (85)		

Any conditions imposed are set out on the attached sheet.

Jeremy Wood
TEAM LEADER DEVELOPMENT ASSESSMENT
as delegate of the
STATE COMMISSION ASSESSMENT PANEL
Date of Decision: 29 May 2019
[12] Sheets Attached

DEVELOPMENT APPLICATION – 100/D264/16 V2

PLANNING CONDITIONS:

1. The development granted Development Approval shall be undertaken and completed in accordance with the listed plans, except where varied by conditions below.

Alexander & Symonds Pty Ltd, Ref. A044315

Plan of Division, Dwg No. A044315PROP1, Rev N, dated 3/12/18

Greenhill

Concept Parking Plan, Dwg No. 17-1582-SK10, Rev G, dated 15/03/19

LAND DIVISION REQUIREMENTS

2. The financial and augmentation requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services. (SA Water 90142/16 & 90128/17)

Except where superseded by this approval, the following conditions of the previous approval continue to apply where applicable:

PLANNING CONDITIONS:

3. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans submitted in Development Application No 100/D264/16

Fyfe

Planning Statement, 'Tonsley Residential Precinct Land Division', Ref No. 64579-2-3-1, dated 3 May 2017.

Calyptra Pty Ltd

Tree Assessment – Tonsley Park Site, 'Arboricultural assessment of 337 trees in relation to a proposed redevelopment', dated 1 May 2013

Greenhill Engineers Pty Ltd

Infrastructure Assessment Report, 'Tonsley Residential Precinct', Ref No. 16-1336, dated 27 February 2017

Kellogg Brown & Root Pty Ltd

Stormwater Master Plan, 'Tonsley Development', Ref No. AEV300-000-TD-CV-REP-0008, dated 14 March 2014

ASPECT Studios

Master Plan Report, 'Tonsley Residential Precinct', Ref No. A16049, dated March 2017

GTA Consultants

Transport Impact Assessment, 'Tonsley Residential Development Master Plan', Ref No. 16A1282000, Issue B, dated 13 April 2017.

Greencap

'Environmental Monitoring Plan – Tonsley SANZ, Renewal SA, Residential Audit Area – Tonsley', Ref No. J115317, dated October 2017

Mud Environmental Pty Ltd

Site Contamination Audit Report (including State Contamination Audit Statement), Mud Ref No. ME-007.R1.), EPA Ref No. 61286, dated 31 October 2017

4. The detailed design of the stormwater management system must be undertaken in accordance with the provided Infrastructure Assessment Report prepared by Greenhill Engineers Pty Ltd. dated 27 February 2017 and must:
 - a. meet the following water quality targets:

- i. suspended solids (SS) - 80 percent retention of the typical urban annual load with no treatment
 - ii. total phosphorus (TP) - 60 percent retention of the typical urban annual load with no treatment
 - iii. total nitrogen (TN) - 45 percent retention of the typical urban annual load with no treatment
 - b. ensure runoff is maintained at pre development levels
 - c. ensure groundwater resources are not impacted
 - d. mitigate flood risk.
5. Prior to construction commencing, a Construction Environment Management Plan (CEMP) must be prepared and implemented in accordance with current industry standards – including the EPA publication “Handbook for Pollution Avoidance on Commercial and Residential Building Sites – Second Edition” and, where applicable, “Environmental Management of On-site Remediation” – to minimise environmental harm and noise and air quality impacts during construction.
6. Semi-mature native tree species (>1m in height) indigenous to the local area shall be planted on a 2 for 1 basis to compensate for the removal of each regulated tree and on a 3 for 1 basis for each significant tree. The replacement trees shall be planted planting shall occur within twenty-four (24) months of a tree’s removal and be in a suitable position greater than 10m distance from any existing dwelling or inground swimming pool. The replacement trees must not be a species listed in Regulation 6A(5)(b) of the Development Regulations 2008, or a tree belonging to a class of plant declared by the Minister under Chapter 8 Part 1 of the Natural Resources Management Act 2004. The trees shall be maintained in good condition at all times and replaced if necessary.

THE FOLLOWING CONDITIONS REFLECT THE RECOMMENDATIONS CONTAINED IN THE SITE CONTAMINATION AUDIT STATEMENT (SCAS) DATED 31 OCTOBER 2017. A COPY OF THE SCAS AND ASSOCIATED ATTACHMENTS 1-4 ARE ATTACHED TO THIS DECISION NOTICE.

7. Prior to Section 51 clearance, airtight bulkheads must be installed within existing and proposed service trenches as shown in Figure 4 in Attachment 1, to the satisfaction of an accredited Site Contamination Auditor. If any additional services are required that have the potential to act as a preferential pathway between the land to the east and the audit site, then air tight bulkheads must also be installed within these service trenches to prevent vapour migration onto the audit site.

Note: It is the responsibility of Renewal SA and the proponent/developer to install these bulkheads in accordance with the specification included as Attachment 2. A letter from a Site Contamination Auditor accredited under Division 4 of Part 10A of the Environment Protection Act, 1993, must be provided to the State Commission Assessment Panel and all recipients of the audit report confirming that these works have been completed satisfactorily.

8. Prior to Section 51 clearance, any trenches generated during removal of redundant underground services during redevelopment must be backfilled and compacted with materials with an equal or lower permeability to the surrounding soils, to the satisfaction of an accredited Site Contamination Auditor.

Note: It is the responsibility of the proponent/developer to ensure that all redundant service trenches are backfilled in accordance with the specification included as Attachment 3. A letter from a Site Contamination Auditor accredited under Division 4 of Part 10A of the Environment Protection Act, 1993, must be provided to the State Commission Assessment Panel and all recipients of the audit report confirming that these works have been completed satisfactorily.

9. No footing or service trench excavations are permitted in Area A of the audit area (refer Figure 3 in Attachment 1) within 1.5m of the base of the excavation as shown in Figure 6 in Attachment 1.

10. Renewal SA and/or the proponent/developer shall excavate and re-compact the soils within Area B of the audit area (refer Figure 3 in Attachment 1) adjacent the high voltage power line stobie pole in accordance with the specification included as Attachment 4.

11. Shallow groundwater at the site shall not be extracted for use (except for monitoring purposes) without prior testing by a suitably qualified environmental consultant to confirm that the condition of the groundwater is suitable for the proposed use.

LAND DIVISION REQUIREMENTS

12. The financial and augmentation requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services. (SA Water 90142/16)
13. The necessary easements shall be granted to the SA Water Corporation free of cost.
14. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the SCAP for Land Division Certificate purposes.

COUNCIL'S STATEMENT OF LOCAL REQUIREMENTS

GENERAL MANAGEMENT PROVISIONS

15. The Plan of Division is to be redrafted in accordance with Schedule 5 (3) of the Regulations under the Development Act 1993, showing any condition or requirement, which may have been imposed, prior to the issue of section 51 clearance.
16. A Specification and Quality Plan pertaining to design, inspection, testing and survey of all engineering works and open space public realm inclusive of horticulture shall be submitted and approved at the time of design approval. All engineering design and construction shall be in accordance with Australian Standards, Codes of Practice, approved Guidelines and recognised engineering standards, to the satisfaction of Council.
17. A Soil Erosion and Drainage Management Plan (SEDMP) prepared in accordance with the "Stormwater Pollution Prevention Code of Practice for local, State and Federal Government" issued by the EPA, shall be prepared and put in place prior to the commencement of any siteworks and shall include but not be restricted to a temporary construction exit and silt fences. The measures are to prevent material from being washed or otherwise transported from the site. These silt control measures shall be maintained in good working order during construction and be maintained until all disturbed surfaces are sealed, stabilised or suitably revegetated in a manner to prevent erosion. At practical completion a decision will be made by Council with regard to the sections of the silt control measures which need to be retained during the maintenance period to deal with on-going silt generated from the revegetation of the works. At final completion an agreement may be made between Council and Developer to retain some sections of the measures but these will then become the responsibility of Council.
18. If the project is to be staged, temporary turnaround areas and appropriate road and allotment drainage shall be provided to the satisfaction of Council. Temporary barriers shall conform to Australian Standards.
19. Council's standard details for road and drainage infrastructure shall be incorporated within the works wherever appropriate.
20. Discharge of Stormwater shall occur generally in accordance with the Tonsley Residential Precinct Infrastructure Assessment Report – Greenhills Dated 12 April 2017 as amended, submitted in support of the application, which includes but is not limited to preliminary investigations and design, overflow route, road network and road crossfalls, and agreements with adjacent landowners. KBR drainage management plan "AEV300-000-TD-CV-REP-0008 Rev O (refer Appendix G)" has been accepted in principle, subject to future drainage design (including WSUD) outcomes within the residential area on the north western corner of the site.
21. Council's relevant policies and guidelines are to be referenced in the design development of Streetscapes and Open Space development.

STORMWATER DESIGN

22. The Stormwater system shall incorporate WSUD principles and be designed in accordance with the "Technical Manual for Water-Sensitive Urban Design in Greater Adelaide" and the Design Flow Report. Design Flow report "Tonsley WSUD strategy Version 2.2 (Appendix H)". Renewal SA, City of Marion and SA Water will continue tripartite discussions with respect to the supply of reclaimed water to the Tonsley site.
23. A reclaimed water reticulation system ('purple pipe') shall be installed throughout the development providing reclaimed water connection points for all properties to provide them with the opportunity to use reclaimed water from Oaklands or other regional reclaimed water scheme. Necessary headwork augmentation to enable efficient system functionality will be required. Site detention/retention facilities that may otherwise be required may be traded off by connection to this regional stormwater retention scheme.
24. Where Stormwater is discharged into existing watercourses, its location and design must be in a manner to prevent erosion of the watercourse to the satisfaction of Council.
25. All Council owned underground drainage in land not owned by Council is required in easements. Where the drain services one allotment only, the easement is to be in the name of the allotment it services. In other cases, the easements shall be in the name of Council and shall be a minimum of 3 metres wide with a minimum of 1.0 metre clearance from the edge of the pipe to the easement boundary, and at no cost to the Council.
26. Rear of allotment underground drainage is required where driveways, paved areas and houses will not drain to the street. Rear of allotment drainage is to accommodate a 5-year average recurrence interval storm from the potential impervious areas of the allotment. Minimum pipe size for rear of allotment drainage shall be 225mm diameter sewer class or as approved.
27. All culverts, underground drains and inlets necessary for the proposed road in accordance with recognised engineering design practice must be constructed to Council standards and to the satisfaction of the City of Marion.
28. Provide and construct the necessary drains, in accordance with recognised engineering practice for the safe and efficient drainage of the land, including the development of a stormwater management system where the drainage calculations and design shall ensure:
 - The design accommodates runoff from the fully developed upstream catchment
 - All properties are protected from a 100-year average recurrence interval storm. Secondary protection drainage flow path shall be provided allowing a surcharge due to 50% blockage of the primary piped system. Flows are to be contained within road reserve boundaries. The product of flow velocity and depth is not to exceed 0.4.
 - Post development flows shall not exceed pre development flows for all events up to a 100 year ARI event in line with the KBR stormwater report (Appendix G).
 - Proposed and existing dwelling finished floor levels demonstrate that they are a minimum of 0.5m above the 100 average recurrence interval flood level for watercourses and flood paths to avoid building flooding.
 - Existing fences and structures are modified as needed to minimise the obstruction of water flow in watercourses, open drains and flow paths.
 - Prevents scour of downstream properties and will not inundate downstream allotments
 - Maintains existing open drainage lines and protects them from scour for the 1 in 100 year flow.
 - Local underground drainage accommodates a minimum of the flows resulting in a 5-year average recurrence interval storm with the hydraulic grade line being no closer than 150mm from pit openings.
 - At a sag point the underground drainage accommodates a minimum of the flows resulting from a 20 year average recurrence interval storm (ARI) provided there is a defined overland path for the gap flow to flows from a 100-year ARI storm. If there is not a defined overland flowpath then the underground drainage accommodates the flows resulting from a 100-year ARI storm.
 - Stormwater drainage to be accommodated in roadways, walkways and drainage reserves where possible unless otherwise approved by Council (accommodated in allotments within drainage easements).
 - A minimum pipe size of 375mm for all road drainage.

- Stormwater pipes are to be Reinforced Concrete (RCP) and Rubber Ring Jointed (RRJ) minimum Class 4 under roads and minimum Class 3 elsewhere unless otherwise approved by Council.
 - The minimum pipe grade is 0.5% unless otherwise approved by Council.
 - Roads to be designed as two way crossfall.
 - Design calculations to be submitted shall include:
 - 5-year ARI
 - A plot of the hydraulic grade line
 - A check of flooded widths (< 1.0m at Kerb Ramps)
 - A check of flow across junctions
 - 100-year ARI
 - A check of the minimum road/bypass flow capacity
 - A check of the hydraulic grade line to ensure pits do not surcharge for the underground system
29. Side Entry Pits shall be provided at the upstream tangent points of all junctions and immediately upstream of pedestrian crossing locations. Side Entry Pits shall be double chamber units and shall be constructed with a concrete lintel frame in accordance with Council standard drawings.
30. A system to improve stormwater quality shall be constructed in a location and of a design to the reasonable satisfaction of Council to ensure that pollutants are trapped prior to exiting the site or entering the natural watercourse. The minimum standard of treatment shall be able to remove the following percentages of pollutants from the typical annual urban load:
- | | |
|-------------------|---------------|
| Suspended solids | 80% reduction |
| Total Phosphorous | 60% reduction |
| Total Nitrogen | 45% reduction |
| Litter | 90% reduction |
31. Open drains, modified watercourses, detention basins and retention basins shall be designed and constructed so that bed erosion and scour is prevented. They shall have a maximum longitudinal grade of 0.5 percent and be topsoiled and grassed and vegetated with species of local provenance. Erosion management shall be integrated into the design to cover both the permanent and establishment period. Gradients perpendicular to the flow alignment should have a maximum gradient of 20% where banks are to be grassed and planted with appropriate ephemeral and terrestrial species. Safety standards are to be applied to the embankment of permanent water bodies with maximum grades of 12.5% and safety barriers applied where necessary. A safety in design report is to be provided by the designers identifying any risks to public safety and design mitigation.
32. All centrally graded road carriageway to provide a centralised spoon drain engineered to withstand heavy vehicle traffic loads.

POST CONSTRUCTION REQUIREMENTS

33. At Practical and Final Completion the contractor shall remove all accumulated material from the permanent drainage infrastructure. At practical completion the contractor shall arrange for a DVD video survey of all stormwater pipes and make a copy of the DVD video plus associated written report to Council. A further DVD video survey shall be undertaken by the contractor if considered necessary by Council to demonstrate that identified defects in the pipe system have been satisfactorily repaired.
34. "As constructed" drawings in both paper and Bentley Microstation compatible digital forms, as well as pdf format, shall be provided to Council upon practical completion of works.

ROAD DESIGN

35. Unless otherwise depicted in the Link & Place document (Appendix D) and the Design Guidelines (Appendix C), minimum road carriageway widths as measured from inside face of each kerb, shall be as per Council's Road Hierarchy Plan. Road widths with indented parking bays are to be to the satisfaction of the City of Marion.

36. Unless otherwise depicted in the Link & Place document (Appendix D) and the Design Guidelines (Appendix C), the road verge on both sides of the carriageway shall be shaped to provide a minimum width of 3.0 metres measured from the face of kerb with a 2.5 percent fall towards the road.
37. Unless otherwise depicted in the Link & Place document (Appendix D) and the Design Guidelines (Appendix C), Road Corner cut-offs shall be provided such that a fully fenced or vegetated boundary will not obstruct sight lines for road users. Road corner cut-offs are to be provided to allotments to achieve a minimum distance of 2.5 metres between the allotment boundary and the face of the kerb.
38. All roads shall be designed and constructed in a manner which allows safe and convenient property access via individual driveways considering horizontal and vertical sight distance and grade. Batter grades to allotments shall not be steeper than 1 in 5 unless otherwise approved. Where batter grades and allotment grades are steeper than 1 in 5 or where sight distance is not adequate, a driveway location plan shall be provided demonstrating that safe and convenient property access can be provided. This shall comply with Council's Standard Driveway Drawing.
39. All roads shall be designed in accordance with Austroad Publications "Urban Road Design" handbook and "Guide to Traffic Engineering Practice Part 5 Intersections at Grade" to ensure safe stopping distance based on the most severe case of the following parameters:
 - Intersections and Crests – twice the stopping distance measured between eye heights 1.05 metres above the carriageway
 - Driveways – 1.05 metre eye height to 0.6 metre tail light height
 - Stopping Distance should be based on the estimated 85th percentile vehicle speeds. Note that it may be necessary to undertake substantial earthworks or provide traffic control devices to achieve the minimum requirements.
40. Turning circles in cul-de-sacs are to be not less than 20 metres in diameter and are to be designed to enable a 12 metre service vehicle, eg Council garbage compactor to undertake a U turn or three point turn. Parking shall be restricted within the cul-de-sac where it may affect the turning manoeuvre.
41. Sections of roads with direct property access shall have a maximum longitudinal grade of 12.5 percent and cul-de-sacs ends a maximum grade of 10 percent unless otherwise approved. Sections of road without direct property access may have a maximum longitudinal grade of 15 percent. Roads shall have a desirable minimum grade of 0.5 percent, with an absolute minimum grade of 0.30%.
42. All road bends shall be widened accordingly such that the total road width is increased to facilitate a minimum 12.5 metre service vehicle turning movements without straddling the opposing lane.
43. A minimum of one on-street car parking space shall be available for every two lots, unless varied by an approved Parking Strategy.
44. All road pavements shall be designed and constructed for the ultimate development capability of the land in the vicinity of the development. Design traffic shall allow for a 20 year design life including normal predicted road traffic, future road construction/house construction traffic, and future potential bus routes. Pavement design for local roads shall be based on Austroads Pavement Research Group 21 – "A guide for the design of new pavements for light traffic" and ARRB publication "Sealed Local Roads Manual". Notwithstanding this, a minimum pavement thickness of 335mm incorporating 35mm asphalt seal for local roads or a minimum pavement thickness of 350mm incorporating 50mm asphalt seal for collector roads shall be used unless the design requires a greater depth.
45. Any filling of within the proposed road reserve is to be supervised and certified by a consulting engineer and shall be controlled structural fill in accordance with A.S. 3798.
46. Before the proposed roads are sealed, the applicant shall satisfy the City of Marion that all connections for water supply and sewerage services to any allotment delineated on the plans

which, in the opinion of the SA Water Corporation are necessary and need to be laid under the surface of the proposed roads have been made.

47. All road batters shall be constructed and shall be revegetated and/or stabilised so that risk of soil erosion is minimised to the satisfaction of Council.
48. Adequate street name plates for all streets are to be erected with approved street names to the satisfaction of the City of Marion.
49. All street signs and posts shall be provided and installed by the developer to the requirements of AS 1742 Manual of Uniform Traffic Devices and to the satisfaction of Council.
50. All traffic control devices constructed within the land division that do not conform with the "Manual of legal responsibilities and technical requirements for traffic control device" are to be approved by Department of Planning Transport and Infrastructure.
51. All public spaces are to be designed and constructed in accordance with the principles contained in the "Streets for People Compendium for South Australia", the "Link and Place" document, and the "Tonsley Urban Design Guideline".
52. Councils Streetscape Design guidelines are to be referenced in design development.
53. A footpath location plan shall be provided to Council's satisfaction showing the location of footpaths and common service trenching including footpath links to the existing network.
54. All footpaths shall be concrete or council approved surface paved for their entire width.
55. Unless otherwise agreed, all paved footpaths are to be completed prior to issuing of Practical Completion for that stage.
56. All Kerbing to be mountable kerb and watertable unless barrier kerb is existing or as otherwise agreed with Council. Barrier Kerb inverts to be provided to all allotments in accordance with Council specification.
57. Redevelopment of existing road layouts is to include reinstatement of any disused driveway and crossover areas.

SERVICE AUTHORITIES

58. Council has declared the area an underground mains area and all the requirements of SAPN for easements and the installation of underground mains shall be met. The applicant shall give adequate security to the extent determined by and to the electricity authority for the making by the applicant of such contribution as the electricity authority determines towards the cost of installing prescribed mains underground in any underground mains area.
59. Public Lighting within the proposed division shall comply with Lighting Code AS1158, and shall use SAPN approved 72 LED NXT (Pecan lighting) mounted on "Dark Charcoal Grey" column with 3 m Eden outreach. Height to suit application 9 m or 10.5 m depending on road lighting category requirement. The lighting design shall incorporate upgrading of existing lighting at new junctions with existing roads.
60. Public lighting columns are to be located on the same side as proposed footpaths. Light poles shall be located 700 millimetres behind the kerb.
61. Shared path to be lit to Australian Standards using LED luminaires.
62. Alternative lighting options such as catenary in laneways are to be consulted with SAPN for potential ownership and tariff applied. Property owner agreements to be considered and appropriate legal requirements administered.
63. All allotments are to be connected to SA Water sewer and water mains, including reclaimed stormwater reticulation system.

64. Development of the land division shall provide for all telecommunication services, utilities, and associated equipment, to be placed underground in accordance with the requirements of relevant authorities.
65. Easements for electricity, drainage and sewerage purposes shall be granted where required by the Electricity Trust of SA, the City of Marion, Minister of Infrastructure or the Minister of Water Resources respectively and such modification shall be made to the plan of division as is required for such easements or for the installation of any transformers, pumping equipment or other equipment which may be necessary for the provision of services.
66. Demolish and remove any existing unrequired structures, services, and utilities to the satisfaction of City of Marion.
67. The benefitted of this consent shall ensure that approval is sought from relevant authorities for works associated with the provision, relocation, or removal of services, utilities, and facilities, including any alteration or impact to existing and adjacent services, utilities, and facilities.
68. Waste Management and collection services shall generally be consistent with the "Tonsley Draft Residential Waste Management Plan for the Residential development for Tonsley" by RAWTEC Dec 2015.

OPEN SPACE PROVISIONS AND IMPLEMENTATION

69. Verge widths shall be sufficient to allow for street tree plantings between the footpath and kerb (minimum planter bed width of 1 metre) to the satisfaction of the City of Marion. Tree root barriers to be installed along road edge to Council's arboriculture Coordinators approval.
70. All new roads reserves are to be planted with Street trees in accordance with the City of Marion's Street tree Precinct Manual, or as varied by Tonsley tree species planting strategy and approval of Council's Arboriculture Coordinator.
71. The use of WSUD treatments for watering Street Trees .ie stormwater diversion to tree wells and rain gardens is encouraged. Design should provide for minimum maintenance demands.
72. Soils are to be certified compliant with NEPM Open Space Recreation fit for purpose and best practice for horticulture growing medium.
73. Councils Open Space Strategy and Playground Policy to be adhered to.
74. Council's playground policy indicates a regional playground to be located within Tonsley. Playground to be connected to the residential development with strong connections to the existing community to the north of the precinct. Council's playground hierarchy service level to be adhered to for design and development.
75. All areas of open space and road reserve shall be developed and maintained to a minimum landscape standard and implemented to the satisfaction of the City of Marion (subject to approval of Council's Open Space and Recreation Manager). All landscaping plans and details shall be submitted for approval prior to works commencing onsite.
76. Potable source water meters for drinking in addition to meters connected to purple pipe from the Oakland Wetlands scheme shall be provided for the irrigation of reserves and traffic islands to the satisfaction of the Council with required backflow devices installed. Council to approve location. Irrigation systems to be designed to communicate remotely to the regional reclaimed water scheme. Developer to provide drawings and specifications to Council's Water Resource Coordinator for approval. All meters to be installed to meet SA Water technical regulator requirements.
77. Adequate landscape planting shall be established to the reasonable satisfaction of the Council in accordance with accepted details and best practice horticulture. Plans to be submitted to Council's Open Space and Recreation Manager for Approval.
78. Amenity lighting within public open space to be considered for Crime Prevention Through Environmental Design (CPTED) and be LED.

79. Upon final completion of works and certification subject to clause 68 Council will release bond bank guarantees proportionate to stages of works.

HANDOVER AND MAINTENANCE REQUIREMENTS

80. The Developer and the City of Marion shall enter into a Management Agreement, which establishes responsibilities for ongoing maintenance of infrastructure developed on the site. The Agreement shall include, "inter alia", in-service maintenance standards, reinstatement obligations of PEET for damaged infrastructure resulting from road fronting building works, and infrastructure impacts of the Parking Strategy and Transport Strategy.
81. Upon approval of Practical Completion by Council, Renewal SA shall handover to Council, road reserves, stormwater easements, and open space and drainage reserves as depicted in Attachment A.
82. To facilitate handover at Final Completion, Council shall inspect and provide an acceptance of all service infrastructure at hold points during construction and then at Practical Completion and defects liability period.
83. All infrastructure works undertaken as part of this development shall be subject to a 12 months maintenance period commencing upon Practical Completion by Council.
84. In addition to the requirements of clause 68, and subject to the requirements of the Management Agreement in clause 65, PEET shall be responsible for the maintenance of the public realm (including footpaths, walkways, streetscapes and plazas) and Open Space (including parks, recreation and drainage reserves, watercourses, wetlands and rain gardens) for a period of up to 36 months (to be agreed on a case by case basis) commencing upon approval of Practical Completion by Council.
85. Prior to Council advising the State Commission Assessment Panel that its requirements have been met, one of the following is required to have been undertaken;
- Council approved Certificate of Final Completion has been issued to the Developer; or
 - Council approved Certificate of Practical Completion has been issued to the Developer and a bank guarantee to the value nominated by Council has been provided to Council for the specified maintenance period; or
 - The applicant has entered into an agreement with Council to secure the roadworks, footpaths, stormwater, and reserves pursuant to provisions of the Development Act 1993.

It is at the discretion of Council to enter into an agreement to secure the works.

ADVISORY NOTES:

- a. Previously supplied documentation, correspondence and reports (unless expressly superseded by this consent) remain valid.
- b. The development must be substantially commenced or application for certificate made within 12 months of the date of this Notification, unless this period has been extended by the State Commission Assessment Panel.
- c. The authorisation will lapse if not commenced within 12 months of the date of this Notification.
- d. The applicant is also advised that the final land division certificate must be obtained from the State Commission Assessment Panel to complete the development within 3 years of the date of the Notification unless this period is extended by the Panel.
- e. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent or Development Approval.
- f. Such an appeal must be lodged at the Environment, Resources and Development Court within two months from the day of receiving this notice or such longer time as the Court may allow.

- g. The applicant is asked to contact the Court if wishing to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0289).
- h. SA Water is in the process of creating an augmentation charge to part-fund construction of recycled water infrastructure to this site. When an augmentation charge is put in place, it will generally be payable on a per allotment basis prior to issuance of a land division certificate by the State Commission Assessment Panel under section 51 of the Development Act 1993.
- i. The applicant is advised that Aboriginal sites or objects may exist in the proposed development area, even though the Register does not identify them. All Aboriginal sites and objects are protected under the Aboriginal Heritage Act 1988, whether they are listed in the central archive or not.
- j. Pursuant to the Aboriginal Heritage Act 1988 (the Act), it is an offence to damage, disturb or interfere with any Aboriginal site or damage any Aboriginal object (registered or not) without the authority of the Minister for Aboriginal Affairs and Reconciliation (the Minister). If the planned activity is likely to damage, disturb or interfere with a site or object, authorisation of the activity must be first obtained from the Minister under Section 23 of the Act. Section 20 of the Act requires that any Aboriginal sites, objects or remains, discovered on the land, need to be reported to the Minister. Penalties apply for failure to comply with the Act.
- k. The proponent/developer is advised that there are various Aboriginal groups/organisations/traditional owners that may have an interest in this development, including:
 - o KAURNA NATION CULTURAL HERITAGE ASSOCIATION INC.
Chairperson: Jeffrey Newchurch
Postal Address: 414 Swift Street NORTHFIELD SA 5085
Mobile: 0458 973 692
Email: jeffreynewchurch@hotmail.com
 - o RAMINDJERI HERITAGE
Email: ramindjeri@westnet.com.au
 - o RAMINDJERI HERITAGE ASSOCIATION INC.
Chairperson: Mark Koolmatrie
Postal Address: 14 Matson Street MENINGIE SA 5264
Email: tribalownerssouthernsa@gmail.com
Mobile: 0459 371 515
- l. The Site Contamination Audit Statement and associated attachments attached to this decision are current as of 31 October 2017.
- m. All relevant conditions/requirements must be met for each stage prior to Section 51 clearance.

NOTES FROM THE SITE CONTAMINATION AUDIT STATEMENT

- n. If future land redevelopment of the site includes land use(s) that fall outside of the acceptable uses listed in the Site Contamination Audit Statement, then a Site Contamination Audit Report that considers the alternative land use(s) must be prepared by a Site Contamination Auditor accredited under Division 4 of Part 10A of the Environment Protection Act, 1993.
- o. Ongoing soil vapour and groundwater monitoring is the responsibility of Renewal SA and must be undertaken by a suitably qualified and experienced environmental consultant (with reference to Schedule B9 of the ASC NEPM), preferably a Certified Practitioner Site Assessment and Management (CP SAM), in accordance with the Greencap report 'Environmental; Monitoring Plan – Tonsley SANZ' dated October 2017, which is included as Attachment 5.
- p. Any changes and/or cessation of ongoing soil vapour and groundwater monitoring must be approved by a Site Contamination Auditor accredited under Division 4 of Part 10A of the Environment Protection Act, 1993, and communicated in writing to all recipients of the Site Contamination Audit Report.

- q. Geotechnical improvement has been undertaken of soils within Area A of the audit area (refer Figure B in Attachment 1) to 3.5m depth below the final surface. It is the responsibility of the proponent/developer to ensure that the integrity of these soils is maintained as part of future redevelopment by restricting subsurface excavations to only those required for footing and service trenches.
- r. Subsurface soils in a number of areas of the site (refer Figure 8 in Attachment 1) below at least 2.5m depth have been impacted by petroleum hydrocarbons. Whilst these soils do not impair the proposed use of the site, should future redevelopment involve direct exposure to these soils, then advice must be sought from a suitably qualified and experienced environmental consultant (with reference to Schedule B9 of the ASC NEPM), preferably a Certified Practitioner Site Assessment and Management (CP SAM).
- s. Groundwater monitoring wells remain at the site and off-site. It is recommended that when no longer required, Renewal SA arrange for these wells to be decommissioned by a licensed driller in accordance with the Department of Environment, Water and Natural Resources' requirements.
- t. The Site Contamination Audit Report does not address the geotechnical issues associated with development of the site. The proponent/developer is advised to seek independent geotechnical advice regarding the suitability of the site for its intended use and the suitability of any placed, backfill materials, or any other matters relevant to the geotechnical stability of the site.
- u. Should construction and/or maintenance activities at the site identify or generate the following materials, then the following recommendations are made:
 - o Surplus soils should be managed in accordance with relevant EPA guidelines and/or requirements of waste or recycling depots authorised by the EPA.
 - o Construction and demolition waste materials should be disposed off-site in accordance with the requirements of waste or recycling depots authorised by the EPA.
 - o Possible asbestos containing material fragments should be managed in accordance with the National Environment Protection (Assessment of Site Contamination) Measure (ASC NEPM), 1999 as amended 2013 and Department of Health (WA) 'Guidelines for the Assessment, Remediation and Management of Asbestos-Contaminated Sites in Western Australia' dated May 2009.
- v. Any soil imported to the site should be sourced from a commercial supplier where possible. Should waste soils generated from another site be imported to the site, then the soils should be classified and imported in accordance with EPA requirements.

AGREED WORKING PRINCIPLES BETWEEN CITY OF MARION AND PEET TONSLEY LIMITED

- w. Council and the Tonsley project team have a shared and supported understanding of the strategic project objectives with reference to established urban design protocols and guidelines.
- x. As a key stakeholder Council actively participates in project vision development workshops, processes and related strategic discussions.
- y. Subject to regulation change DAC is the approval authority for integrated land and built form development (to which Council is a referral authority)
- z. This Statement of Requirements together with the Structure Plan will be used as the reference point for consistent infrastructure design and implementation.
- aa. Council will be consulted with respect to project master planning, including open space and public realm planning to reinforce guiding principles for design development prior to lodgement of development applications.
- bb. Design development and construction administration of service infrastructure, roads (inclusive of footpaths and verge landscaping), public open space and stormwater infrastructure is to be undertaken in consultation with Council (as a referral authority) to ensure that there is a shared understanding of assumptions, standards and desired outcomes.
- cc. The stormwater design shall satisfy the contamination mitigation requirements of the EPA.

- dd. Statement of Requirements reference to additional Appendix information refers to previously accepted Tonsley major project documentation.

A handwritten signature in blue ink, appearing to read 'Jeremy Wood', is positioned above the printed name.

Jeremy Wood
TEAM LEADER DEVELOPMENT ASSESSMENT
as delegate of the
STATE COMMISSION ASSESSMENT PANEL

STATE COMMISSION ASSESSMENT PANEL
REGULATION 47A – UPDATED DECISION

Application Number: 100/D264/16 R1

Documents Dated: 19 December 2017 Documents Received: 20 December 2017 File Reference: 2016/19715/01	Council Reference: 100/2400/2016 Contact Officer: Nitsan Taylor Telephone: 7109 7064
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TO: Peet Tonsley Limited
ADDRESS: c/- Alexander Symonds Pty Ltd
PO Box 1000
KENT TOWN SA 5071
EMAIL: planning@alexander.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot / Plan No	Street	Suburb	Hundred	Title Reference
A520; DP 115276 (formerly a110: DP 110117)	South Road	Tonsley (formerly Clovelly Park)	Adelaide	Pt CT 6201/875 (formerly CT 6176/592)

NATURE OF PROPOSED DEVELOPMENT: Land Division – 1 into 439 plus reserve and road reserve – and the associated removal of three (3) regulated trees and two (2) significant trees, and site works. *EXTENT OF VARIATION:* Reconfiguration of allotment boundaries in Stages 1-4; creation of a new stub road in Stage 2 and 10, and minor changes to public reserve areas in Stages 2, 3, 4 & 10.

In respect of the proposed development you are informed that:

NATURE OF DECISION	DECISION STATUS	DATE OF DECISION	CONDITIONS
Development Plan Consent	GRANTED	17 NOVEMBER 2017	NINE (9)
Land Division Consent	GRANTED	17 NOVEMBER 2017	SEVENTY-FOUR (74)
DEVELOPMENT APPROVAL	GRANTED	17 NOVEMBER 2017	EIGHTY-THREE (83)
Reg 47A Update (R1)	GRANTED	16 JANUARY 2018	ONE (1)

This decision only updates the approved plans (previously granted consent under Condition 1 under DA 100/D264/16). If the updated documentation requires a further building rules assessment, these matters must be considered by either a private certifier or the local Council to ensure the safety and stability of construction in accordance with the Building Code of Australia.



Mark Adcock
A/UNIT MANAGER DEVELOPMENT ASSESSMENT
as delegate of the
STATE COMMISSION ASSESSMENT PANEL
Date of Original Decision: 17 November 2017
Date of Reissue: 16 January 2018
Pages: 2

DEVELOPMENT APPLICATION – 100/D264/16 R1

Preamble

- a) On 17 November 2017 the State Commission Assessment Panel granted Development Approval for DA 100/D264/16 with 83 conditions.
- b) On 16 January 2018 an updated decision was issued (Revision 1) for minor variations to Stages 1-4 and 10 of the plan of division.

Planning Conditions:

- 1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans approved on 17 November 2017 and associated conditions and notes, as amended by the plans submitted in Development Application No 100/D264/16 R1 (Reg 47A Minor Amendment) below:

Alexander Symonds Ltd

Plan of Division, Ref No. A044315, Dwg No. A044315PROP1 Rev G, dated 19 December 2017

Advisory Note:

- a. Previously supplied documentation, correspondence and reports (unless expressly superseded by this consent or previous approvals granted in respect to DA 100/D264/16) remain valid.

P (08) 8375 6600

Administration Centre 245 Sturt Road, Sturt SA 5047

F (08) 8375 6699

Office Hours Monday to Friday — 8:30am to 5:00pm

E council@marion.sa.gov.au

Postal Address PO Box 21, Oaklands Park SA 5046

www.marion.sa.gov.au



DECISION NOTIFICATION FORM DEVELOPMENT ACT 1993

TO:	Julia Shuleshko Level 3 70 Hindmarsh Square ADELAIDE SA 5000
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DEVELOPMENT APPLICATION NUMBER: 100/2019/93
DATED: 01/04/2019
REGISTERED ON: 01/04/2019

LOCATION OF PROPOSED DEVELOPMENT

7 Amber Lane TONSLEY 5042
Lot: 373 DP: 120147 CT: 6216/979

DESCRIPTION OF PROPOSED DEVELOPMENT

Three-storey detached dwelling

In respect of this proposed development you are informed that:

NATURE OF DECISION	DECISION	DATE OF DECISION	NUMBER OF CONDITIONS
Development Plan Consent	Granted	22/03/2019	5
Building Rules Consent	Granted (by Private Certifier)	27/03/2019	3
DEVELOPMENT APPROVAL	Granted	02/04/2019	8

The building classification under the Building Code is Class 1A,10A

Conditions imposed on this approval 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' on the last page of this Decision Notice.

Signature of Administration Officer:

A handwritten signature in black ink, appearing to read "T. Fawcett".

Delegates of City of Marion

Planning Officer: State Commission Assessment Panel

Private Certifier: Build Surv

Date: 2 April, 2019

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 granted Development Plan Consent shall be undertaken and completed in accordance with the stamped plans and documentation, except where varied by conditions below.
2. All car parking areas, driveways and vehicle manoeuvring areas must be constructed, sealed and drained in accordance with recognised engineering practices prior to the occupation of the premises or the use of the development herein approved.
3. Where the driveway crosses the front boundary, the finished ground level shall be between 50mm and 150mm above the top of kerb.
4. Air conditioning, air extraction plant, and/or ducting shall be screened such that no unreasonable nuisance or loss of amenity is caused to residents and users of properties in the locality to the reasonable satisfaction of the SCAP.
5. All stormwater design and construction shall be in accordance with Australian Standard AS/NZS 3500.3:2015 (Part 3) to ensure that stormwater does not adversely affect any adjoining property or public road.

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) General

- a. The development must be substantially commenced within 12 months of the date of this Notification, unless this period has been extended by the SCAP.
- b. The applicant is also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the Notification unless this period is extended by the SCAP.
- c. The applicant will require a fresh consent before commencing or continuing the development if unable to satisfy these requirements.
- d. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent or Development Approval.

Notes relating to site contamination (reference Mud Environmental, 'Site Contamination Audit Statement', ref. ME-007.R1.1, 7/12/2017)

- e. Shallow groundwater at the site must not be extracted for any use without prior testing by a suitably qualified environmental consultant to confirm that the condition of the groundwater is suitable for the proposed use.
- f. Below ground structures (basements, cellars, carpark etc.) must not be constructed.
- g. Should construction activities at the site identify or generate the following materials, then the following recommendations are made:
 - o Surplus soils should be managed in accordance with relevant EPA guidelines and/or requirements of waste or recycling depots authorised by the EPA.
 - o Construction and demolition waste materials should be disposed off-site in accordance with the requirements of waste or recycling depots authorised by the EPA.
 - o Possible asbestos containing material fragments should be managed in accordance with the National Environment Protection (Assessment of Site Contamination) Measure (ASC NEPM), 1999 as amended 2013 and Department of Health (WA) 'Guidelines for the Assessment, Remediation and Management of Asbestos-Contaminated Sites in Western Australia' dated May 2009.
- h. Subsurface soils below at least 2.5m depth have been impacted by petroleum hydrocarbons. If future redevelopment involves direct exposure to these soils, then advice must be sought from a suitably qualified and experienced environmental consultant (with reference to Schedule B9 of the ASC NEPM).

- i. Any soil imported to the site should be sourced from a commercial supplier where possible. Should waste soils be generated from another site to be imported to the site, then the soils should be classified and imported in accordance with EPA requirements.
- (2) 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 1993).
- (3) 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.
- (4) 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.

Mandatory Notifications

Regulation 74 of the Development Regulations 2008 requires the licensed building work contractor or the owner builder responsible for the work to notify Council prior to the commencement or completion of mandatory stages of construction (a notice specifying the mandatory notification stages is attached herein). Further to the requirement to notify, the licensed building work contractor or the owner builder must, no later than 1 business day after the completion of the roof framing, provide the completed Minister's Roof Framing Checklist to Council*. The Minister's Roof Framing Checklist must be completed and signed by a registered building work supervisor who has received specialised training. Failure to comply with the requirements to notify and/or provide the Minister's Roof Framing Checklist could result in a fine of \$500.00 or prosecution.

**(a copy of the Minister's Roof Framing Checklist can be found on the City of Marion website www.marion.sa.gov.au).*

Advisory Note:

1. Please note that this Notice has been issued in accordance with Regulation 42(2) of the Development Regulations 2008, on the basis that the private certifier has issued a Certificate of Consistency in accordance with Division 2 clause 92(2)(e) of the Development Regulations 2008. In the event there is an inconsistency, or inconsistencies, Council advises that the plans granted Development Plan Consent take primacy as the approved plans/documents.

Please be advised that in accordance with Regulation 42(4) and 42(5) the plans accompanying the Decision Notification Form have been stamped by the private certifier as the relevant authority.

2. Developers are responsible for providing telecommunications infrastructure in their developments. To provide this infrastructure, you need to contract a carrier to install telecommunications infrastructure in your new development.

Developers can choose any carrier to service their development. If they don't choose another carrier:

- nbn is the Infrastructure Provider of Last Resort for larger developments (100 lots or more), and for all developments in areas where nbn is rolling out.
- Telstra is the Infrastructure Provider of Last Resort for smaller developments (less than 100 lots), until the nbn rolls out in the area.

Developers are asked to apply at least 6 months before the required date of service, to ensure a connection is ready when residents move in.

Website links

Australian Government's Telecommunications in New Developments policy

<https://www.communications.gov.au/policy/policy-listing/telecommunications-new-developments>

How to get nbn ready fact sheet

<https://www.nbnco.com.au/content/dam/nbnco2/documents/how-to-get-nbn-ready.pdf>

nbn new property developments page

<https://www.nbnco.com.au/develop-or-plan-with-the-nbn/new-developments.html>

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 (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.

IMPORTANT INFORMATION *(Last updated 2/6/05)*

The following matters may influence any consent or approval that has been granted:

- **Other Approvals may be required**

The granting of this consent or approval does not remove the need for the applicant to obtain all other consents that may be required by any other legislation or regulation, encumbrance, land management agreement or similar. It also does not imply that the building will comply with the provisions of the Disability Discrimination Act 1993. The Applicant's attention is particularly drawn to the need to consult electricity suppliers in relation to high voltage power lines and required clearance distances to buildings.

- **Public and Environmental Health**

The Public and Environmental Health Act requires that:

- proper sanitary facilities must be existing and available or be provided to all building sites (i.e. a water flush chemical toilet or toilet connected to sewer or a septic tank);
- an appropriate waste receptacle/enclosure be provided to contain all builders' waste; and
- the site is maintained in a clean condition, free of litter, at all times.

The applicant is advised (and should in turn advise the property owner, builders and all contractors) of their responsibility under the Environment Protection Act 1993 to not harm the environment. Specifically:

- paint, plaster, concrete and brick wastes, and wash waters should not be discharged to the stormwater system or onto land where it is reasonably likely to enter any waters;
- litter should be appropriately stored on site pending removal;
- excavation and site disturbance should be limited, and in particular dust generation should be minimised;
- entry/exit points to the site should be managed to prevent soil being carried off site by vehicles;
- sediment barriers should be used (particularly on sloping sites).

On the spot fines apply for breaches. Further information is available by contacting the EPA on 8204 2000.

- **Works on Council owned land, including footpaths**

The applicant is advised that any works undertaken on Council owned land (including, but not limited to, works relating to crossovers, driveways, footpaths, street trees and stormwater connections) will require the approval of the Council's Infrastructure Department, prior to any works being undertaken. Driveway Access Permit Forms, in particular, must be completed and approved prior to driveway construction occurring. Further information may be obtained by phoning 8375 6600.

Council has requirements for all works that occur in the verge area. In particular, Council requires all redundant driveways to be closed and all new driveways to grade toward the road between the kerb and the front boundary of the property with the level at the front property boundary being between 50mm and 150mm above the top of the kerb, or, as approved by Council.

If damage to kerbs, watertables, footpaths etc is present prior to construction commencing, it is advisable to supply Council with dated photos and measurements of defects; otherwise it will be assumed that all damage was caused during construction. Any damage during construction will be the responsibility of the builder/site owner to remedy. Failure to do so will result in such repairs being carried out by the Council and charged to the builder.

All works on Council owned land required as part of this development are likely to be at the applicant's cost.

Material stockpiles and temporary toilet facilities should all be placed on site and not on the footpath or public roads or reserves. Failure to keep the road reserve clean and suitable for pedestrian and vehicular traffic may result in Council or other agencies taking action under the Local Government Act, the Public and Environmental Health Act, and/or the Environment Protection Act.

P (08) 8375 6600

Administration Centre 245 Sturt Road, Sturt SA 5047

F (08) 8375 6699

Office Hours Monday to Friday — 8:30am to 5:00pm

E council@marion.sa.gov.au

Postal Address PO Box 21, Oaklands Park SA 5046

www.marion.sa.gov.au



- **Other**

Property owners are responsible for notifying Council of any **change in ownership** and/or any **change of property owner's mailing address**. This notification must be received in writing or by facsimile by Council's Rates Department (fax no: 8375 6888). Failure to do so may result in rates notices not being received and fines being imposed.

Existing vegetation to be retained and/or **planting** to occur **in the vicinity of building works** may alter soil conditions and/or affect buildings. The applicant is therefore urged to seek expert advice from suitably qualified persons before designing footings, undertaking construction, and/or planting any vegetation in the vicinity of any building.

The Council has not surveyed the subject land and has, for the purpose of its assessment, assumed that all dimensions and other details provided by the applicant are accurate. It is recommended that the applicant **employ a licensed surveyor** to carry out an identification survey and peg the true boundaries prior to construction commencing. Any discrepancies identified between the dimensions on the approved drawings and the true survey must be reported to the Council for advice on implications on the proposed development. Where a solid wall is proposed on a boundary, it is necessary for any relevant sections of fencing to be removed. It is advisable to gain permission from the adjoining owner(s) before moving or altering any fencing or before using a neighbour's property for access. Owners/applicants should also be aware of their obligations under the Fences Act to notify neighbours before carrying out fencing work on boundaries.

The EPA Information Brochure "Construction Noise" outlines recommended hours of operation outside which noisy activities should not occur. Further information is available by phoning the Environment Protection Authority on 8204 2000.

STATEMENT OF COMPLIANCE

Pursuant to Regulation 83AB of the Development Act, this form needs to be completed and returned to Council following the completion of all building work (with the exception of Class 10 buildings)

This statement relates to building work located at 7 Amber Lane TONSLEY 5042 – Lot: 373 DP: 120147 CT: 6216/979. Namely, Three-storey detached dwelling (Building Classification – 1A), approved by Council on 02/04/2019, as part of Development Application No. 100/93/2019.

PART A – BUILDER'S STATEMENT

This part of the statement must be signed by the building work contractor responsible for carrying out the relevant building work, or, if there is no such person, by a registered building work supervisor or a private certifier.

I certify the following:

1. The building work described above (disregarding any variation of a minor nature that 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 consent of the relevant authority) has been performed in accordance with the documents referred to in Part B.
2. All service connections have been made in accordance with the requirements of the relevant supply authority.
**Strike out if not relevant*
3. All requirements under regulation 76(3) of the Development Regulations 2008 relating to essential safety provisions have been satisfied. **Strike out if not relevant*
4. All notifications required under section 59 of the Development Act 1993 have been given in accordance with that Act and the requirements of the Development Regulations 2008. **Strike out if not relevant*

Signed:.....Date:.....

Name (in BLOCK letters):.....

Relationship to the development:
(i.e. licensed Building Work Contractor, Private Certifier, Registered Building Work Supervisor)

Licence Number (if applicable):

Address:

Contact Phone Numbers:

PART B – OWNER'S STATEMENT

This part of the statement must be signed by the owner of the relevant land, or by someone acting on his or her behalf.

I certify the following:

1. The documents (including all contract documents, attachments, instructions, annotations, variations and clarifying correspondence) issued for the purposes of the building work described above (disregarding any variation of a minor nature that 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) are consistent with the relevant development approval issued on 02/04/2019..
2. Any conditions of approval relating to the building work have been satisfied.

Signed:.....Date:.....

Name (in BLOCK letters):.....

Address:

Contact Phone Numbers:

NOTE: Pursuant to section 45(1) of the Development Act 1993, a person must not perform building work or cause it to be performed, except in accordance with technical details, particulars, plans, drawings and specifications approved under the Act.

THIS STATEMENT MUST BE ACCOMPANIED BY ANY CERTIFICATES, REPORTS OR OTHER DOCUMENTS SPECIFIED BY THE RELEVANT AUTHORITY FOR THE PURPOSES OF REGULATION 83AB OF THE DEVELOPMENT REGULATIONS 2008

Mandatory Notifications

****This mandatory notice must be submitted to Council at each stage****

Development Application Number: 2019/93
Description of Proposed Development: Three-storey detached dwelling
Location of Proposed Development: 7 Amber Lane TONSLEY 5042

Section 59 of the Development Act, 1993 requires the following mandatory notifications to be submitted to Council 24 hours prior to the commencement of each stage.

Builder's Name _____
 (Licenced supervisor)

Licence No. _____ Phone: _____

The following notifications are required for your Approval of a Class 1 – 9 Building:

Subject to timber framing notifications

(please tick the relevant notification)

- | | |
|--|----------------------------|
| <input type="checkbox"/> Commencement of building works on site: | Date / / |
| <input type="checkbox"/> Commencement of pouring of footings: | Date / / |
| <input type="checkbox"/> Completion of wall & roof frames: | Date / / |
| <input type="checkbox"/> Completion of supervisors checklist: (please attach): | Date / / |
| <input type="checkbox"/> Completion of firewall: (if applicable): | Date / / |
| <input type="checkbox"/> Completion of building work: | Date / / |

Notifications may be submitted:

EMAIL: mandatorynotifications@marion.sa.gov.au

ONLINE: www.marion.sa.gov.au

IF APPLICABLE:

ESSENTIAL SAFETY PROVISIONS MUST BE COMPLIED WITH - THE "FORM 2" AND STATEMENT OF COMPLIANCE "FORM 83AB" ARE TO BE SUBMITTED TO COUNCIL

A: Level 1, 70 Pirie Street, Adelaide SA 5000
P: PO Box 3453, Rundle Mall SA 5000
T: +61 8 8223 4028
F: +61 8 8223 6248
admin@buildsurv.com.au
www.buildsurv.com.au

ABN: 48 149 597 731



DECISION NOTIFICATION FORM

BuildSurv Job Number: 2019.4648

Development Number: 100/L006/19 & 100/2019/93

TO: Melisi Projects Pty Ltd

PO Box 71

Campbelltown SA 5074

LOCATION OF PROPOSED DEVELOPMENT:

House No: Lot No: **Lot 373**

Street: **Amber Lane** Town/Suburb: **Tonsley**

Section No (full/part): Hundred: Volume: Folio:

NATURE OF PROPOSED DEVELOPMENT:

Three (3) storey detached dwelling

FROM:

BuildSurv

In respect of this proposed development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions	Consent Refused	Not Applicable
Development Plan Consent	—	—	—	—
Building Rules Consent	27/3/19	3	—	—
DEVELOPMENT APPROVAL	—	See Notes	—	—

Details of the building classification under the National Construction Code are attached.

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

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.

Date of Decision: 27 March 2019

Signed:

- ☐ Development Assessment Commission or delegate
☐ Council Chief Executive Officer or delegate
☒ Private Certifier

3 Sheets Attached

DEVELOPMENT ACT 1993

SECTION 42 – BUILDING RULES CONSENT CONDITIONS

BUILDSURV JOB NO:	2019.4648
PROPOSED DEVELOPMENT:	Three (3) storey detached dwelling
LOCATION OF DEVELOPMENT:	Lot 373 Amber Lane, Tonsley
APPLICANT:	Melisi Projects Pty Ltd
OWNER:	Peet Tonsley Pty Ltd
BUILDING RULES CLASSIFICATION:	1a (dwelling) and 10a (garage, carport & balcony)
DEVELOPMENT APPLICATION NO:	100/L006/19 & 100/2019/93

Conditions:

- The design engineer shall inspect and certify the adequate founding of the footings and slabs.

REASON: To ensure the footings and slabs adequately support the building superstructure (up to 1350 mm of existing filling was encountered in the soil boreholes).

BCA-P2.1
- The portal frame design engineer shall inspect and certify the structural adequacy of the portal frames.

REASON: To confirm portal frames are constructed as per the design engineer's requirements.

BCA-P2.1
- The Knotwood aluminium cladding shall be installed in strict accordance with the manufacturer's specifications and "Cladding Project Guide" by Knotwood.

REASON: To ensure adequate weatherproofing of external walls is achieved.

BCA-P2.2

Notes:

The certificate for controlled filling by Coffey, dated the 22/11/2018 (Job No. 754-ADEL00273AA) has been relied upon in our assessment of the footing design.

Pursuant to Section 93(b) and Regulation 92 of the Development Act two copies of the plans, drawings, specifications and other documents and information lodged by the applicant, stamped or otherwise endorsed with the private certifier's consent and the Decision Notification Form have been forwarded to the relevant authority (Council). Pursuant to Regulation 46 if it appears to a relevant authority that all of the consents necessary for the approval of a particular development have been obtained under Division 1 of Part 4 of the Act, and that no such consent has lapsed and that all such consents are consistent with each other, the relevant authority must, subject to the Act and any other Act or law, forthwith (and in any event within five business days after receiving the last consent) issue a notice of approval. The applicant is advised that building work cannot commence unless or until the development is approved under the Act.

Proprietary type materials and products are to be selected, installed and maintained in accordance with the manufacturer's recommendations and relevant standards.

Pursuant to section 67(1)(a) of the Act, a **certificate of occupancy is not required** in respect of a Class 1a or 10 building under the National Construction Code. A person must not occupy a Class 1a building under the National Construction Code (or an addition to a Class 1a building) that has not been fully completed in accordance with a development authorisation insofar as it relates to the performance of building work unless it complies with the requirements of Regulation 83A.

A copy of the completed **Statement of Compliance, Parts A & B** (attached to the applicant's copy of this consent) for the building work must be provided to BuildSurv within 10 business days after a notice of completion with respect to the building work is given.

- **Part A** of the statement must be signed by the licensed building work contractor responsible for carrying out the relevant building work or, if there is no such person, by a registered building work supervisor or a private certifier;
- **Part B** must be signed by the owner of the relevant land, **or** by someone acting on his or her behalf.

Where a building owner proposes to carry out building work of a prescribed nature described in Regulation 75 that is, in accordance with the regulations, to be treated for the purposes of Section 60 of the Development Act as building work that affects the stability of other land or premises (the affected land or premises), the following provisions apply:

- a) 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; and
- b) the building owner must take such precautions as may be prescribed to protect the affected land or premises and must, at the request of the owner of the affected land or premises, carry out such other building work in relation to that land or premises as that adjoining owner is authorised by the regulations to require.

Pursuant to Schedule 3 a retaining wall that retains a difference in ground levels not exceeding one metre is not deemed to be development but is deemed to be work that affects the stability of other land or premises under the provisions of Section 60 and Regulation 75.

A reference to an Australian Standard in the documents is considered to be a reference to the relevant edition and amendments listed in Specification A1.3 of Volume 1, or Part 1.4 of Volume 2, of the National Construction Code (as amended from time to time), current at the date of the application for Building Rules Consent.

Pursuant to section 59 of the Development Act a licensed building work contractor who is carrying out the work or who is in charge of carrying out the work; or if there is no such licensed building work contractor, the building owner, must, in accordance with Regulation 74, notify the council of the commencement or completion of a prescribed stage of work (a mandatory notification stage). As applicable 1 business days' notice is required of the:

- a) intended commencement of building work on the site;
- b) intended commencement, and then subsequent completion, of any stage of the building work specified by the council by notice in writing to the building owner on or before development approval is granted in respect of the work;
- c) completion of all roof framing forming part of the building work (including top and bottom chord restraints, bracing and tie-downs);
- d) completion of the building work.

The intent of a termite barrier system, constructed in accordance with the requirements of the BCA, is to ensure that termites will not enter a building by a concealed route. The installation of termite barriers will not stop termite activity from occurring on the site. In addition to the correct installation of a termite barrier, its effectiveness will rely on regular maintenance and competent inspection. A durable notice must be fixed to the building in a prominent location, such as in a meter box or the like, advising the building occupants that the system should be inspected and maintained and should indicate

- (i) the method of termite risk management; and

- (ii) the date of installation of the system; and
- (iii) where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label;
- (iv) the installer's or manufacturer's recommendations for the scope and frequency of future inspections for termite activity.

The requirements in the BCA are minimum requirements and owners of buildings may choose to incorporate additional termite management systems in their buildings.

The effectiveness of the termite barrier system may be compromised due to the building work being on the boundary. Full documentation on the limitations of the barrier system installed should be provided to the building owner.

Structural timber members that are in ground contact or that are not protected from weather exposure and associated moisture ingress shall be of durability Class 1 or 2 as appropriate (see AS1720.1 & 2), or shall be adequately treated with preservative in accordance with AS1604 and nails used in these joints shall be hot-dip galvanized, stainless steel or monel metal.

The BCA does not contain deemed to satisfy provisions for demolition works - the applicant should liaise separately with the relevant authority SafeWork SA a division of Department of Premier and Cabinet.

Set-off dimensions shall be from the allotment boundaries and not necessarily the fence lines.

The hot water supply system/ heated water service shall be designed and installed in accordance with the Waterworks Act 1932 and the Waterworks Regulations 1996. Wall and roof insulation, where specified, shall comply with AS/NZS4859.1.

Roof stormwater drainage including the box gutter, rainhead and overflow shall be constructed in accordance with AS/NZS3500.3. The hydraulic capacity of the overflow device shall be not less than the design flow of the associated gutter outlet.

The position and manner of discharge of the stormwater drainage system at the property boundary shall be to the satisfaction of the appropriate authority (council). The drainage system shall be completed by the finish of construction of the house in accordance with AS2870.

Wet area details shall comply with AS3740. Waterproof membranes must comply with AS/NZS 4858 Wet Area Membranes.

Masonry articulation/ control joints shall be provided as specified in the Engineer's Footing Construction Report.

The footing design considers the effects of the existing tree/s in its current state. The design does not cater for additional tree plantings, on this or neighbouring sites, or the significant increase in the size of the existing tree/s. Further advice should be sought from the engineer if required.

Footpaths leading to the building and to the building perimeter shall be graded to provide safe access or be provided with steps complying with BCA Part 3.9.

This assessment is for compliance with the requirements of the *Building Rules* as defined in the Development Act (and Regulations), 1993 and does not imply compliance with any other Act or Regulation.



Brett Fennell
Director
Building Surveyor and Private Certifier (SA No. 058)

27 March, 2019

Contact	Planning Services
Email	Dti.planningservices@sa.gov.au
Phone:	7133 3030

Level 10
83 Pirie Street
Adelaide SA 5000

GPO Box 1815
Adelaide SA 5001

1800 752 664
saplanningcommission@sa.gov.au

3 March 2023

Duncan Sande & Associates
PO Box 3033
NORWOOD SA 5067

Dear Sir/Madam

**Re: *Land and Business (Sale and Conveyancing) Act 1994 - Section 7 Enquiry*
 Property at 7 Amber Lane, Tonsley
 Registered Proprietor(s): K Bruys**

I refer to your enquiry to the Department for Trade and Investment (DTI) concerning the parcel of land comprised in Crown Record Volume 6216 Folio 979 and the subsequent Property Interest Report (PIR) issued. (Reference No. 2444757 dated 28/2/23).

The land is the subject of an application for development which was granted approval, subject to certain conditions by the State Commission Assessment Panel pursuant to the *Development Act 1993 (repealed)*. A copy of the Planning Decision Notification is attached (refer item 5.1 of PIR).

There is no record of any condition that continues to apply under either of the repealed Acts referred to in item 6.1 of the PIR.

There is also no record of any condition that continues to apply under the *Planning, Development and Infrastructure Act 2016* (refer item 29.2 of the PIR).

Yours faithfully

Planning Services Branch
on behalf of
STATE PLANNING COMMISSION

South Australia - Regulation 42 under the Development Act 1993

DECISION NOTIFICATION FORM

Contact Officer: Nitsan Taylor
Telephone: (08) 7109 7064
KNET Reference: 2019/02085/01

Development Number:
100/L006/19
 (Council ref: 100/2019/93)

FOR DEVELOPMENT APPLICATION

DATED: 18 January 2019
REGISTERED ON: 7 February 2019

TO: PEET Limited
 Level 3, 70 Hindmarsh square
 ADELAIDE SA 5000

EMAIL: Julia.shuleshko@peet.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot/Plan	Road	Suburb	Hundred	Title
Lot 373 in DP 120147	Amber Lane	Tonsley	Adelaide	CT 6216/979

NATURE OF PROPOSED DEVELOPMENT: Three (3) storey detached dwelling

From: STATE COMMISSION ASSESSMENT PANEL

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT	CONDITIONS	DATE OF DECISION
Development Plan Consent	GRANTED	5	22 March 2019
Building Rules Consent	STILL REQUIRED		
DEVELOPMENT APPROVAL	STILL REQUIRED		

Any conditions imposed are set out on the attached sheet.

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.

Jeremy Wood
TEAM LEADER DEVELOPMENT ASSESSMENT
as delegate of the
STATE COMMISSION ASSESSMENT PANEL

Date of Decision: 22 March 2019

[2] **Sheets Attached**

DEVELOPMENT APPLICATION – 100/L006/19

PLANNING CONDITIONS

1. The development granted Development Plan Consent shall be undertaken and completed in accordance with the stamped plans and documentation, except where varied by conditions below.
2. All car parking areas, driveways and vehicle manoeuvring areas must be constructed, sealed and drained in accordance with recognised engineering practices prior to the occupation of the premises or the use of the development herein approved.
3. Where the driveway crosses the front boundary, the finished ground level shall be between 50mm and 150mm above the top of kerb.
4. Air conditioning, air extraction plant, and/or ducting shall be screened such that no unreasonable nuisance or loss of amenity is caused to residents and users of properties in the locality to the reasonable satisfaction of the SCAP.
5. All stormwater design and construction shall be in accordance with Australian Standard AS/NZS 3500.3:2015 (Part 3) to ensure that stormwater does not adversely affect any adjoining property or public road.

ADVISORY NOTES:

General

- a. The development must be substantially commenced within 12 months of the date of this Notification, unless this period has been extended by the SCAP.
- b. The applicant is also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the Notification unless this period is extended by the SCAP.
- c. The applicant will require a fresh consent before commencing or continuing the development if unable to satisfy these requirements.
- d. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent or Development Approval.

Notes relating to site contamination (reference Mud Environmental, 'Site Contamination Audit Statement', ref. ME-007.R1.1, 7/12/2017)

- e. Shallow groundwater at the site must not be extracted for any use without prior testing by a suitably qualified environmental consultant to confirm that the condition of the groundwater is suitable for the proposed use.
- f. Below ground structures (basements, cellars, carparks etc.) must not be constructed.
- g. Should construction activities at the site identify or generate the following materials, then the following recommendations are made:
 - o Surplus soils should be managed in accordance with relevant EPA guidelines and/or requirements of waste or recycling depots authorised by the EPA.
 - o Construction and demolition waste materials should be disposed off-site in accordance with the requirements of waste or recycling depots authorised by the EPA.
 - o Possible asbestos containing material fragments should be managed in accordance with the National Environment Protection (Assessment of Site Contamination) Measure (ASC NEPM), 1999 as amended 2013 and Department of Health (WA) 'Guidelines for the Assessment, Remediation and Management of Asbestos-Contaminated Sites in Western Australia' dated May 2009.
- h. Subsurface soils below at least 2.5m depth have been impacted by petroleum hydrocarbons. If future redevelopment involves direct exposure to these soils, then advice must be sought from a suitably qualified and experienced environmental consultant (with reference to Schedule B9 of the ASC NEPM).

OFFICIAL

- i. Any soil imported to the site should be sourced from a commercial supplier where possible. Should waste soils be generated from another site to be imported to the site, then the soils should be classified and imported in accordance with EPA requirements.



Jeremy Wood

Team Leader, Development Assessment

as delegate of the

STATE COMMISSION ASSESSMENT PANEL

LANDS TITLES REGISTRATION OFFICE


SOUTH AUSTRALIA

APPLICATION

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID

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

orig. AG 13080154

12:10 14-Mar-2019 2 of 4

SERIES NO	PREFIX
2	AG

8/63

AGENT CODE

LODGED BY:

Kelley Jones Lawyers

WABC

KELJ


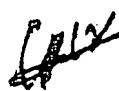

CORRECTION TO:

Kelley Jones Lawyers

KELJ

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

- 1
- 2
- 3
- 4
- 5

CORRECTION	PASSED 
REGISTERED 28 MAR 2019 	 REGISTRAR-GENERAL SOUTH AUSTRALIA

APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

LAND DESCRIPTION

The whole of the land comprised in Certificate of Title Register Book Volume 6216 Folio 979

ESTATE & INTEREST

Fee Simple

APPLICANT (Full name and address)

THE CORPORATION OF THE CITY OF MARION of 245 Sturt Road Sturt SA 5047

SPECIFY NATURE OF APPLICATION

The applicant applies pursuant to section 57(5) of the Development Act 1993 to note the Land Management Agreement pursuant to section 57(2) of the Development Act 1993 dated 13 MARCH 2019 ("the Agreement") between THE CORPORATION OF THE CITY OF MARION of 245 Sturt Road Sturt SA 5047 and MICHAEL KEES BRUYS of 4 Masterdale Court St Clair SA 5011 to note the Agreement on the certificate of title for the land described above.

DATED 14 March 2019

CERTIFICATION **Delete the inapplicable*

Applicant

*The Prescribed Person has taken reasonable steps to verify the identity of the applicant.

*The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Prescribed Person has retained the evidence to support this Registry Instrument or Document.

*The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Executed under Delegated Authority

Execution clause contained in Annexure

for: The Corporation of the City of Marion
on behalf of the Applicant

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

To be completed by lodging party	Office Use Only
ANNEXURE to APPLICATION dated <u>14 March 2019</u>	NUMBER
over Certificate of Title Volume: 6216 Folio: 979	

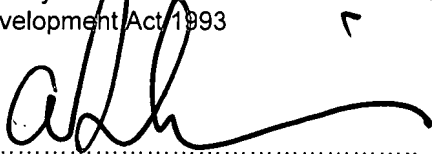
LAND: The whole of the land comprised in Certificate of Title Volume 6216 Folio 979

DEALING: Application to Note Land Management Agreement between THE CORPORATION OF THE CITY OF MARION and MICHAEL KEES BRUYS

APPLICANT: The Corporation of the City of Marion

EXECUTION

Signed as delegate for The Corporation of the City of Marion under section 20 of the Development Act 1993


(Signature) X TL

Tony Lines
(Print full name)

A / CEO
(Print position held)

Lauren X
(Witness Signature)

COLLSEN MADSEN X
(Witness name)

26/02/2019 X
(Date)

X 245 STURT RD
Address
X STURT SA 5047

X 74206516
Bus hours telephone no

MICHAEL KEES BRUYS

("the Owner")

and

THE CORPORATION OF THE CITY OF MARION

("the Council")

LAND MANAGEMENT AGREEMENT

THIS AGREEMENT is made the 13 day of March 2019

BETWEEN

MICHAEL KEES BRUYS of 4 Masterdale Court, St Clair SA 5011 ("the Owner")

AND

THE CORPORATION OF THE CITY OF MARION of 245 Sturt Road, Sturt SA 5047 ("the Council")

BACKGROUND

- A. The Owner has entered into a contract of sale with Renewal SA for the land comprised in Certificate of Title Register Book Volume 6216 Folio 979 ("the Land"). Renewal SA is the present owner of the Land.
- B. The Land forms part of a larger development called "Tonsley Village" developed by Peet Tonsley Pty Ltd (the Developer). The Owner has entered into a build contract with a builder to construct a dwelling on the Land ("the Development").
- C. The Developer will seek Development Approval under the Act for a Development on the Land. The Development will include an Encroachment.
- D. The Owner recognises that the Encroachment encroaches over a public road which is under the care, control and management of the Council.
- E. The Council and the Owner recognise the importance of ensuring the safety of the public and occupiers of the Development and the need to ensure that the Encroachment is regulated by the terms of this Agreement.
- F. The Council and the Owner recognise the importance of ensuring that future owners of the Land are aware of their rights and responsibilities concerning the Encroachments.
- G. The Council and the Owner recognise that the design, construction and maintenance of Encroachments is important and that any Encroachments must be located, constructed, used and maintained in a manner which is acceptable to the Council.
- H. The parties have entered into this Agreement as a Land Management Agreement pursuant to section 57(2) of the Act to agree matters relating to the development and management of the Land, on the terms and conditions which follow.

DEFINITIONS AND INTERPRETATION

1. The parties acknowledge that the matters set out in the Background to this Agreement are true and accurate and agree that they form part of the terms of this Agreement.
2. In this Agreement:

- 2.1 **Act** means the *Development Act 1993* (SA) and includes any successor legislation that may be in force at the relevant time including the *Planning, Development and Infrastructure Act 2016* (SA).
- 2.2 **Agreement** means this Agreement as executed by the parties.
- 2.3 **Authorisation** means the authorisation granted by the Council to the Owner pursuant to section 221 of the LG Act in clause 21 and includes any renewals or further authorisations granted by the Council for any Encroachment into the future under the LG Act.
- 2.4 **Allowable Encroachment Envelope** means the space defined in Annexure A.
- 2.5 **building and building work** has the same meanings as in the Act.
- 2.6 **Developer** has the meaning given to that term in Background B.
- 2.7 **Development** has the meaning given to that term in Background B.
- 2.8 **Development Approval** means any development approval granted for the Land that includes an Encroachment.
- 2.9 **Encroaching Property** means each Encroachment within the Allowable Encroachment Envelope within the Land and, for the avoidance of doubt, where the Land includes land which is divided pursuant to the *Community Titles Act 1996* and the common property of that community corporation includes one or more such Encroachments, the community corporation shall be deemed to own the number of Encroaching Properties which is equal to the number of such Encroachments.
- 2.10 **Encroachment** means any building, structure or object or portion thereof erected on or connected to the Land that encroaches onto a public road.
- 2.11 **Encroachment Fee** means \$70.00 plus GST per annum to be adjusted annually on each anniversary of the date of this Agreement in proportion to the variation in the Adelaide All Groups Consumer Price Index (which the March index number being used as the base number and rounded up to the nearest dollar effective from date of review).
- 2.12 **Encroachment Requirements** means construction within the Allowable Encroachment Envelope and otherwise in accordance with all relevant Australian Standards, the Building Code of Australia as it applies to the Land, and any good industry practice which would apply to the construction of the Encroachment, in all cases to the reasonable satisfaction of the Council.
- 2.13 **Land** means the whole or any part of the land comprised in Certificate of Title Register Book Volume 6216 Folio 979 and includes any land further divided from the Land in future.
- 2.14 **LG Act** means the *Local Government Act 1999* (SA) and includes any successor legislation that may be in force at the relevant time.

- 2.15 **Natural Ground Level** means the natural ground level of the Land prior to any excavation or filling undertaken in the course of the Development.
- 2.16 **Notice** means a notice, demand, consent, approval or communication issued under this Agreement.
- 2.17 **Owner** means the person who has executed this Agreement with the Council and any person who is, or is entitled to become, the registered proprietor of an estate in fee simple of the Land, or any part of the Land, and includes a successor in title to an estate in fee simple to the Land.
- 2.18 **public road** has the same meaning as in the LG Act. For the sake of clarity, this definition includes footpaths, verges, and other areas not trafficable by motor vehicles.
- 2.19 **Regulations** means the *Development Regulations 2008* (SA) and includes any successor regulations that may be in force at the time under the Development Act or Planning, Development and Infrastructure Act.
- 2.20 **Rules** means the rules contained within Annexure B
3. In this Agreement unless the context otherwise requires:
- 3.1 a term, other than a term defined in the Background or in Clause 2, has the same meaning as in a provision of the Act or the Regulations as in force at the date of this Agreement. A term which is defined in the Background or in Clause 2 has the meaning there defined;
- 3.2 headings do not affect interpretation;
- 3.3 the term "person" includes a corporate body, partnership, association, government body or other entity;
- 3.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 3.5 singular includes plural and plural includes singular;
- 3.6 where two or more persons are bound by this Agreement to observe or perform any obligation or agreement whether express or implied then they shall be bound jointly and also severally; and
- 3.7 a reference to any statute or subordinate legislation includes all statutes and subordinate legislation amending, consolidating or replacing the statute or subordinate legislation referred to.
4. The requirements of this Agreement are to be construed as additional to any requirements upon either party in relation to the Land under the Act or any other legislation.
5. In the consideration of any further development application(s) for the Land under the Act, the provisions of this Agreement are to be afforded significant weight such that any proposed development which is contrary to this Agreement should be refused.

OWNER'S GENERAL UNDERTAKINGS AND OBLIGATIONS

6. The Owner is liable to the Council for any wilfully negligent act or omission on the part of an officer, employee, contractor, agent, invitee, lessee or licensee of the Owner which, if done or not done by the Owner would constitute a breach of this Agreement.
7. Where a person ceases to be the Owner, such person ceases to be a party to this Agreement, but without prejudice to rights or obligations already accrued.
8. The Owner acknowledges the operation of section 221(5) of the LG Act and, to the extent necessary, the Owner indemnifies the Council in respect of any injury, loss or damage arising from an Encroachment to which section 221(5) does not apply.

CONSTRUCTION OF ENCROACHMENTS

9. The Owner acknowledges and agrees that they must not cause, suffer or permit any building or portion thereof to encroach onto a public road other than that approved in the Development Approval.
10. Without limiting clause 9, the Owner acknowledges and agrees that any Encroachment onto public road from the Land must be constructed in accordance with the Encroachment Requirements.
11. The Owner acknowledges and agrees that the requirements of clauses 9 and 10 above are in addition to any provisions of the Council's Development Plan or any planning assessment criteria which may apply to the Land and that these requirements will be given significant weight in the assessment of any development application made in respect of the Land.

MAINTENANCE OF ENCROACHMENTS

12. Any Encroachment remains the property of the Owner.
13. Upon commencing any building work for the construction of any building or portion thereof that will encroach onto a public road, the Owner must take out and thereafter maintain whilst this Agreement remains in force home building insurance covering any Encroachment against damage by fire, storm, tempest, earthquake, flood, explosion, lightning, malicious damage, and also insuring against any damage to any plate glass on the Land (and such other risks as the Council may reasonably require) for full reinstatement value.
14. The Owner must provide the Council, with a copy of the certificate of currency for the insurance policies required by clause 13, provided that, should such a request be satisfied in a timely fashion to the satisfaction of the Council, the Council may not request such evidence more than once in respect of any year.
15. At all times the Owner must maintain any Encroachment:
 - 15.1 to the Council's reasonable satisfaction; and
 - 15.2 in accordance with any and all applicable requirements of the Building Code of Australia and the Act.

16. Upon becoming aware of any defect or safety concern in relation to an Encroachment, the Owner must immediately:
 - 16.1 notify the Council of the nature of the defect or safety concern; and
 - 16.2 undertake any required remediation works to the reasonable satisfaction of the Council.
17. If the Owner does not comply with clause 16.2 within 28 days of becoming aware of the matter which is the subject of clause 16, the Council may, but is not required to, by written notice undertake any required remediation work, at the cost of the Owner, with such costs to be paid by the Owner within 7 days of the Council providing the Owner with evidence of such costs being incurred.
18. Costs incurred and not paid in accordance with clause 17 will be a debt due from the Owner to the Council.

RULES

19. At all times the Owner, its occupants and invitees must comply in all respects with the Rules.
20. Under this Agreement, the Owner is held responsible for any breach of the Rules which occurs during the life of this Agreement.

AUTHORISATION UNDER LG ACT

21. For the purposes of section 221 of the LG Act, and subject to the Owner complying with the Encroachment Conditions, the Council authorises the Owner to alter public road adjacent to the Land to create an Encroachment ("the Authorisation"). For the avoidance of doubt, the Authorisation does not extend to any maintenance, repairs or other works on or for the Encroachment including, but not limited to the use of cranes, ladders, platforms, scaffolding, the placement of cables or any other items on the public road. These activities require authorisation under Section 221 of the *Local Government Act 1999*, for which the Owner must apply for a further authorisation.
22. The Authorisation granted in clause 21 shall be for a term of 42 years from the date on which the Owner commences construction of the Encroachment. Provided that the Owner has complied with the terms of this Agreement and that there are no outstanding breaches, whether or not such breach is known to the Council at the time, upon the expiry of the Authorisation the Owner shall be entitled to request a renewal of the Authorisation on the same terms and conditions of this Agreement for an additional term of 42 years.
23. In considering a request for renewal pursuant to clause 22, and any term which it fixes for such a renewal if so granted, the Council will take into account the Owner's compliance or otherwise with this Agreement and the nature of the Encroachment which requires the granting of the Authorisation.
24. In consideration of the Council granting the Authorisation, the Owner must pay the Encroachment Fee annually for each Encroaching Property, payable on 1 July each year.

25. If the Owner breaches a term of this Agreement, the Council may, by Notice served on the Owner specifying the nature of the breach, require the Owner to remedy the breach within such time as is specified in the Notice, but which time must not be less than thirty (30) days. If the Owner fails to comply with the Notice, the Council (or its servants or agents) may:

25.1 remedy the breach and recover the Council's costs of doing so from the Owner; or

25.2 terminate the Authorisation.

26. Upon the expiry or termination of the Authorisation the Owner must, if it does not obtain a renewal of the Authorisation or a fresh authorisation within 2 months of the expiry or termination of the Authorisation:

26.1 cease using any portion of a dwelling or structure on the Land that constitutes an Encroachment; and

26.2 remove any Encroachment protruding from the Land.

COUNCIL'S POWERS AND OBLIGATIONS

27. The Council, including any employee or agent of the Council authorised by the Council, may at any reasonable time after giving at least two (2) business days written notice to the Owner enter the Land for the purpose of:

27.1 inspecting the Land and any building or structure on the Land; or

27.2 exercising any other powers of the Council under this Agreement, or pursuant to any other law.

28. If the Owner is in breach of this Agreement, the Council may, (without limiting any other remedy available to the Council, including under Part 11 of the Act), by Notice served on the Owner specifying the nature of the breach, require the Owner to remedy the breach within such time as is specified in the Notice, but which time must not be less than thirty (30) days. If the Owner fails to comply with the Notice, the Council (or its servants or agents) may enter the Land and cause the works or requirements specified in the Notice to be carried out and may recover its costs of doing so against the Owner.

29. Without providing a Notice to the Owner, the Council may apply to the Registrar-General to note this Agreement against the Certificate of Title of the Land.

30. In the event of a breach or threatened breach of the Agreement by the Owner, the Council may (without limiting any other remedy available to the Council, including under Part 11 of the Act), obtain an injunction restraining the Owner from committing a breach of the Agreement without proving any actual damage has or will be sustained by the Council. The parties agree that a breach of this Agreement by the Owner may cause injury for which damages may not be an adequate remedy to the Council.

OPERATION AND APPLICATION OF THE AGREEMENT

31. Upon execution, this Agreement is effective as a deed.

32. The parties intend that this Agreement will be effective as a Land Management Agreement pursuant to section 57(2) of the Act upon being registered under the *Real Property Act 1886* as a note against the instrument of title to the Land.
33. This Agreement is the whole agreement between the parties in relation to the matters contained within it. This Agreement may only be varied by a supplementary agreement executed by the Council and the Owner.
34. Nothing in this Agreement shall be construed as the Council granting consent, approval or in any way agreeing to the Development Application or any current or future development of the Land.

NOTING OF THIS AGREEMENT

35. Each party shall do and execute all such acts, documents and things necessary so that as soon as practicable following the execution of this Agreement by all parties, the Agreement is noted against the Certificate of Title for the Land pursuant to the provisions of Section 57 of the Act.
36. The Owner must obtain all appropriate consents (including from all holders of registered interests rights or endorsements on the relevant certificates of title pertaining to the Land) and also pay any consent fees, stamp duty and registration costs on this Agreement.

WAIVER

37. The Council or its delegate may, conditionally or unconditionally, waive compliance by the Owner with the whole or any part of the Owner's past or future obligations under this Agreement.
38. To be effective, a waiver must be in writing and signed by the Council or its delegate.
39. The failure, delay, relaxation or indulgence by a party in exercising a power or right under this Agreement is not a waiver of that power or right.
40. An exercise of a power or right under this Agreement does not preclude a further exercise of it or the exercise of another right or power.

SEVERANCE

41. Where a clause or part of a clause in this Agreement would, but for this clause, be unenforceable:
 - 41.1 the clause or part of the clause shall be read down to the extent necessary to avoid that result; or
 - 41.2 where the clause or part of the clause cannot be read down, it may be severed from this Agreement and the remainder of the clause or of the Agreement shall continue in force, unless this would result in a material change to the intended effect of the Agreement.

GOVERNING LAW

42. This Agreement is governed by the law in South Australia.

NOTICES

43. A Notice must be in writing, be signed by the party issuing the Notice, and be hand delivered or sent by pre-paid post to the recipient's address as stated in this Agreement, or as last notified.
44. A Notice is deemed to be received:
- 44.1 if hand delivered, on delivery; and
 - 44.2 if sent by pre-paid post, two business days after posting.
45. If two or more people comprise a party, providing a Notice to one is effective as notice to all.

ABOUT THE COUNCIL

46. The Council may delegate any of its powers under this Agreement or pursuant to law.
47. The Council enters into this Agreement as a council acting under section 57(2) of the Act and not in any other capacity. This Agreement does not preclude or pre-empt the exercise by the Council of any other regulatory function of power.

COSTS

48. The Owner will pay its and the Council's costs of and incidental to the preparation, negotiation and execution of this Agreement. The Owner will pay the costs of and incidental to any documents prepared and executed pursuant to this Agreement and the costs of registering this Agreement, unless stated otherwise in this Agreement or those other documents.

COUNTERPARTS

49. This Agreement may be executed in any number of counterparts which together will constitute one instrument. A party may execute this Agreement by signing any counterpart.

Executed by:

The Council

Signed for THE CORPORATION OF THE CITY
OF MARION by its authorised delegate
pursuant to section 20 of the *Development
Act 1993* in the presence of:

X Madsen

Signature of witness

X COLLEEN MADSEN

Name of witness (print)

X 26/02/2019

Date

X 245 STURT ROAD
Address

X STURT SA 5047

X 7420 6516
Bus hours telephone no.

TL
X [Signature]

Signature of authorised delegate

Tony Lines

Name of authorised delegate (print)

A/CEO


Position of authorised delegate

X 26/02/2019

Date

Executed by:

The Owner

X 
.....
~~VANNARA MARK SAVY~~ MICHAEL KEES BRUYS

In the presence of:

.....
Witness Signature


.....
Witness Name:

13/03/18
.....
Date

ANNEXURE A

Allowable Encroachment Envelope

The Allowable Encroachment Envelope is the lower height limited space bounded by:

1. the boundary between the Land and the adjacent public road;
2. the extensions of the boundaries of the Land with any adjacent allotments which are also adjacent to the public road;
3. a minimum distance of 600mm from the carriageway portion of the public road measured from the footpath side of the kerb; and
4. a height clearance of 2700mm minimum measured from finished footpath height.

ANNEXURE B

Rules

1. The Owner must comply with these rules and must ensure that its invitees comply with these rules at all times when they are present on the Land.
2. In these rules, 'occupant' refers to any person present on the Land who must comply with these rules pursuant to rule 1
3. Each occupant must not:
 - 3.1 obstruct or permit the obstruction of any portion of the public road in connection with the use of an Encroachment;
 - 3.2 hang or suspend any item or object (including any item or object designed to be hung or suspended) from an Encroachment;
 - 3.3 throw or jettison any item or object (including a person) from an Encroachment;
 - 3.4 climb up or down with the purpose of gaining access to or from the Land through any doorway, entranceway or window constructed on an Encroachment;
 - 3.5 use an Encroachment for the storage of any waste, rubbish, fuels or combustible materials, laundry;
 - 3.6 conduct any offensive activity from an Encroachment;
 - 3.7 do anything that would cause any insurance policy required by this Agreement to become void or to be subject to an increased premium.



ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

The details shown are current as at the date of issue.

PIR Reference No: 2444757

DUNCAN SANDE & ASSOCIATES
POST OFFICE BOX 3033
NORWOOD SA 5067

DATE OF ISSUE

01/03/2023

ENQUIRIES:

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER

18037303

OWNERSHIP NAME

M K BRUYS

PROPERTY DESCRIPTION

7 AMBER LANE / TONSLEY SA 5042 / LT 373

ASSESSMENT NUMBER

1003587614

TITLE REF.

(A "+" indicates multiple titles)

CT 6216/979

CAPITAL VALUE

\$350,000.00

AREA / FACTOR

R4
1.000

LAND USE / FACTOR

RE
0.400

LEVY DETAILS:

FINANCIAL YEAR

2022-2023

FIXED CHARGE

+ VARIABLE CHARGE

- REMISSION

- CONCESSION

+ ARREARS / - PAYMENTS

= AMOUNT PAYABLE

\$ 50.00
\$ 157.50
\$ 102.50
\$ 0.00
\$ -105.00
\$ 0.00

Please Note:

If a concession amount is shown, the validity of the concession should be checked prior to payment of any outstanding levy amount. The expiry date displayed on this Certificate is the last day an update of this Certificate will be issued free of charge. It is not the due date for payment.

EXPIRY DATE

30/05/2023



Government of
South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

The amount payable on this Certificate is accurate as at the date of issue.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the ESL.

If the amount payable is not paid in full, the purchaser may become liable for all of the outstanding ESL as at the date of settlement.

The owner of the land as at 12:01am on 1 July in the financial year of this Certificate will remain liable for any additional ESL accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of ESL Assessment by the due date.

If the owner of the subject land is receiving an ESL pensioner concession but was not living in the property as their principal place of residence as at 12:01am on 1 July of the current financial year, or is now deceased, you must contact RevenueSA prior to settlement.

For more information:

Visit: www.revenuesa.sa.gov.au
Email: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

OA 13008134



10:27 23-Oct-2018
1 of 1

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

APPLICATION

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID

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

SERIES NO	PREFIX

AGENT CODE

LODGED BY:

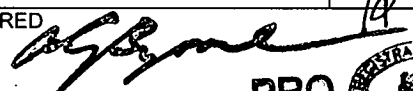

CORRECTION TO: CROWN SOLICITOR'S OFFICE CSOL 22

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

**CROWN INSTRUMENT
NO FEES OR STAMP DUTY
PAYABLE**

CSO 95741 - CG - Mud Environmental

CORRECTION TO: CIVIL REGISTER Exclusive Solicitor Crown Solicitor's Office	PASSED
REGISTERED  30 OCT 2018 PRO	 REGISTRAR-GENERAL SOUTH AUSTRALIA

APPLICATION TO REGISTER NOTATION OF SITE CONTAMINATION AUDIT REPORT

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

LAND DESCRIPTION

The whole of the land comprised in Certificates of Title Volume 6208 Folios 336 - 385 (Inclusive) AND Volume 6213 Folio 991

ESTATE & INTEREST

Estate in fee simple

APPLICANT (Full name and address)

ENVIRONMENT PROTECTION AUTHORITY of GPO Box 2607 Adelaide SA 5001 ("the Authority")

SPECIFY NATURE OF APPLICATION

The applicant applies pursuant to Subsection 103P(2) of the Environment Protection Act 1993 ("the Act") to record a notation upon the Certificates of Title for the land above described that a Site Contamination Audit Report has been prepared in respect of the land and is to be found in the register kept by the Authority under section 109 of the Act.

DATED 19 October 2018

CERTIFICATION **Delete the inapplicable*

Applicant

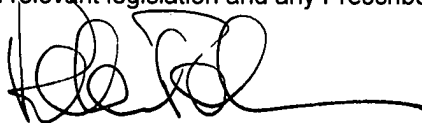
*The Prescribed Person has taken reasonable steps to verify the identity of the applicant.

*The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Prescribed Person has retained the evidence to support this Registry Instrument or Document.

*The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:



PETER DAVID TONKIN
Executive Solicitor
Crown Solicitor's Office

for: **CROWN SOLICITOR'S OFFICE**

on behalf of the Applicant

P10 1311327

FORM A3 (Version 1)

Orig: OA 13130482

12:34 30-May-2019
1 of 1

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

APPLICATION

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID

BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY

SERIES NO	PREFIX

AGENT CODE

LODGED BY: CROWN SOLICITOR'S OFFICE CSOL 22

CROWN INSTRUMENT
NO FEES OR STAMP DUTY
PAYABLE

CORRECTION TO: CROWN SOLICITOR'S OFFICE CSOL 22

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

CSO 177332 KA -

CORRECTION	PASSED
REGISTERED	25 JUN 2019
PRO REGISTRAR-GENERAL SOUTH AUSTRALIA	

APPLICATION TO REGISTER NOTATION OF SITE CONTAMINATION AUDIT REPORT

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

LAND DESCRIPTION

The whole of the land comprised in Certificates of Title Volume 6216 Folios 965 to 996 (inclusive) and Volume 6216 Folio 998, Volume 6219 Folios 563 to 572 (inclusive).

ESTATE & INTEREST

Estate in fee simple

APPLICANT (Full name and address)

ENVIRONMENT PROTECTION AUTHORITY of GPO Box 2607 Adelaide SA 5001 ("the Authority")

SPECIFY NATURE OF APPLICATION

The applicant applies pursuant to Subsection 103P (2) of the Environment Protection Act 1993 ("the Act") to record a notation upon the Certificates of Title for the land above described that a Site Contamination Audit Report has been prepared in respect of the land and is to be found in the register kept by the Authority under section 109 of the Act.

DATED 24th of May 2019 2019

CERTIFICATION **Delete the inapplicable*

Applicant

*The Prescribed Person has taken reasonable steps to verify the identity of the applicant.

*The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Prescribed Person has retained the evidence to support this Registry Instrument or Document.

*The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:


HESTER ELIZABETH DAALDER
Executive Solicitor
Crown Solicitor's Office

for:

on behalf of the Applicant

Receipt No : 2444757
Admin No : 85761 (77172)

Duncan Sande & Associates
PO BOX 3033
NORWOOD SA 5067

Contact: Section 7
Telephone: (08) 8204 2026
Email: epasection7@sa.gov.au

Contact: Public Register
Telephone: (08) 8204 9128
Email: epa.publicregister@sa.gov.au

06 March, 2023

EPA STATEMENT TO FORM 1 - CONTRACTS FOR SALE OF LAND OR BUSINESS

The EPA provides this statement to assist the vendor meet its obligations under section 7(1)(b) of the *Land and Business (Sale and Conveyancing) Act 1994*. A response to the questions prescribed in Schedule 1-Contracts for sale of land or business-forms (Divisions 1 and 2) of the *Land and Business (Sale and Conveyancing) Act 1994* is provided in relation to the land.

I refer to your enquiry concerning the parcel of land comprised in

Title Reference CT Volume 6216 Folio 979
Address 7 Amber Lane, TONSLEY SA 5042

Summary of land use:
Motor Vehicle Manufacture

Schedule – Division 1 – *Land and Business (Sale and Conveyancing) Regulations 2010*

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND

8. *Environment Protection Act 1993*

Does the EPA hold any of the following details relating to the *Environment Protection Act 1993*:

8.1	Section 59 - Environment performance agreement that is registered in relation to the land.	NO
8.2	Section 93 - Environment protection order that is registered in relation to the land.	NO
8.3	Section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land.	NO
8.4	Section 99 - Clean-up order that is registered in relation to the land.	NO
8.5	Section 100 - Clean-up authorisation that is registered in relation to the land.	NO
8.6	Section 103H - Site contamination assessment order that is registered in relation to the land.	NO
8.7	Section 103J - Site remediation order that is registered in relation to the land.	NO

8.8	Section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination).	NO
8.9	Section 103P - Notation of site contamination audit report in relation to the land.	YES
8.10	Section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land.	YES

Schedule – Division 2 – Land and Business (Sale and Conveyancing) Regulations 2010

PARTICULARS RELATING TO ENVIRONMENT PROTECTION

3-Licences and exemptions recorded by EPA in public register

Does the EPA hold any of the following details in the public register:

a)	details of a current licence issued under Part 6 of the <i>Environment Protection Act 1993</i> to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?	NO
b)	details of a licence no longer in force issued under Part 6 of the <i>Environment Protection Act 1993</i> to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?	YES
c)	details of a current exemption issued under Part 6 of the <i>Environment Protection Act 1993</i> from the application of a specified provision of that Act in relation to an activity carried on at the land?	NO
d)	details of an exemption no longer in force issued under Part 6 of the <i>Environment Protection Act 1993</i> from the application of a specified provision of that Act in relation to an activity carried on at the land?	NO
e)	details of a licence issued under the repealed <i>South Australian Waste Management Commission Act 1979</i> to operate a waste depot at the land?	NO
f)	details of a licence issued under the repealed <i>Waste Management Act 1987</i> to operate a waste depot at the land?	NO
g)	details of a licence issued under the repealed <i>South Australian Waste Management Commission Act 1979</i> to produce waste of a prescribed kind (within the meaning of that Act) at the land?	YES
h)	details of a licence issued under the repealed <i>Waste Management Act 1987</i> to produce prescribed waste (within the meaning of that Act) at the land?	YES

4-Pollution and site contamination on the land - details recorded by the EPA in public register

Does the EPA hold any of the following details in the public register in relation to the land or part of the land:

a)	details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the <i>Environment Protection Act 1993</i>)?	YES
----	--	-----

b)	details of site contamination notified to the EPA under section 83A of the <i>Environment Protection Act 1993</i> ?	YES
c)	a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?	YES
d)	a copy of a site contamination audit report?	YES
e)	details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the <i>Environment Protection Act 1993</i> applies?	YES
f)	details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the <i>Environment Protection Act 1993</i> ?	YES
g)	details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the <i>Environment Protection Act 1993</i> ?	NO
h)	details of a notification under section 103Z(1) of the <i>Environment Protection Act 1993</i> relating to the commencement of a site contamination audit?	YES
i)	details of a notification under section 103Z(2) of the <i>Environment Protection Act 1993</i> relating to the termination before completion of a site contamination audit?	YES
j)	details of records, held by the former <i>South Australian Waste Management Commission</i> under the repealed <i>Waste Management Act 1987</i> , of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?	NO

5-Pollution and site contamination on the land - other details held by EPA

Does the EPA hold any of the following details in relation to the land or part of the land:

a)	a copy of a report known as a "Health Commission Report" prepared by or on behalf of the <i>South Australian Health Commission</i> (under the repealed <i>South Australian Health Commission Act 1976</i>)?	NO
b)	details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the <i>Environment Protection Act 1993</i> ?	YES
c)	details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the <i>Environment Protection Act 1993</i> ?	NO
d)	a copy of a pre-1 July 2009 site audit report?	NO
e)	details relating to the termination before completion of a pre-1 July 2009 site audit?	NO

Records identified in this EPA Statement to Form 1: **EPA/1161; P0142; SC60933; SC61286; SC62023; SC60773-01; SC60773-02; SC61578-01; SC61578-02; SC61578-03; SC10129; SC61555; SC61473; SC60208**

The above records have been identified with a YES response in this EPA Statement to Form 1 and can be obtained by contacting the Public Register on (08) 8204 9128 or email epa.publicregister@sa.gov.au

All care and diligence has been taken to access the above information from available records. Historical records provided to the EPA concerning matters arising prior to 1 May 1995 are limited and may not be accurate or complete.

NOTE

This parcel of land was used by a business or company who in the course of an industrial or commercial process or a teaching or research activity produced prescribed (hazardous) waste.

Waste Produced

Acids And Acidic Solutions

Adhesives

Chromium Compounds And Solutions

Nickel Compounds And Solutions

Organic Solvents

Zinc Compounds And Solutions

NOTE

Section 103S - GROUNDWATER PROHIBITION AREA - TONSLEY, PORTIONS OF CLOVELLY PARK, MITCHELL PARK, MARION. Date of Notice: 8/4/2021. Date of Gazette in which notice published: 8/4/2021.

Description of the water to which the notice relates: The prohibition relates to the taking of groundwater from: The 1st and 2nd Quaternary aquifers, being the Pooraka Formation (Quaternary) aquifer and the 1st Hindmarsh Clay (Quaternary) aquifer, being the body of groundwater 0 to approximately 25 metres below the ground surface within the specified area. Particulars in the notice of the site contamination affecting the water: The site contamination affecting the groundwater is in the form of chlorinated hydrocarbons, petroleum hydrocarbons, metals and PFAS which represent actual or potential harm to human health or safety.

NOTE

General

Further information regarding this site can be found on the EPA website,
http://www.epa.sa.gov.au/data_and_publications/site_contamination_monitoring/investigations

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
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: 2444757

DATE OF ISSUE

01/03/2023

DUNCAN SANDE & ASSOCIATES
POST OFFICE BOX 3033
NORWOOD SA 5067

ENQUIRIES:

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

OWNERSHIP NAME

M K BRUYS

FINANCIAL YEAR

2022-2023

PROPERTY DESCRIPTION

7 AMBER LANE / TONSLEY SA 5042 / LT 373

ASSESSMENT NUMBER

1003587614

TITLE REF.

(A "+" indicates multiple titles)

CT 6216/979

TAXABLE SITE VALUE

\$73,000.00

AREA

0.0055 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			
= <u>AMOUNT PAYABLE</u>	\$	0.00			

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 30/05/2023

See overleaf for further information

**Government of
South Australia**

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE**PAYMENT REMITTANCE ADVICE****No payment is required on this Certificate**

Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the land tax.

If the amount payable is not paid in full on or before the due date shown on this Certificate, the purchaser will not be released from liability of the whole amount of the land tax outstanding as at the date of settlement.

The owner of the land as at midnight on 30 June immediately before the financial year of this Certificate will remain liable for any additional land tax accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

The amount payable on this Certificate is the land tax payable at the date of issue. However, land tax for a particular financial year may be reassessed at any time, changing the amount payable.

Should a reassessment occur after this Certificate has been paid in full, the purchaser will remain indemnified and will not be responsible for payment of the new land tax payable amount. The owner at the beginning of the relevant financial year will be responsible for payment of any additional land tax payable.

Should a reassessment occur after this Certificate has been issued but not paid in full, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Should a reassessment occur after this Certificate has been paid in full and the Certificate is subsequently updated, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of Land Tax Assessment by the due date.

For more information:

Visit: www.revenuesa.sa.gov.au
Email: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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



Certificate No: **100783**

Date: **01/03/2023**

Receipt No:

Reference No:

Fax No: **8361 2660**

PO Box 21, Oaklands Park
South Australia 5046

245 Sturt Road, Sturt
South Australia 5047

T (08) 8375 6600

F (08) 8375 6699

E council@marion.sa.gov.au

Duncan Sande & Associates
PO Box 3033
NORWOOD SA 5067

CERTIFICATE

Section 187 of the Local Government Act

Assessment Number: **567271**

Valuer General No.: **1003587614**

Property Description: **Lot: 373 DP: 120147 CT: 6216/979**

Property Address: **7 Amber Lane TONSLEY 5042**

Owner: **Mr M K Bruys**

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:

Rates/Natural Resources Levy:	Total
Rates for the current year (includes Natural Resources Levy)	\$1,118.90
Overdue/Arrears	\$0.00
Interest	\$0.00
Adjustments	\$0.00
Legal Fees	\$0.00
Less Payments Received	-\$1,118.90
Less Capping Rebate (if applicable)	\$0.00
Less Council Rebate	\$0.00
Debtor: Monies outstanding (which are a charge on the land) in addition to Rates due	
Total Outstanding	\$0.00

Please be advised: The first instalment is due **1st September 2022** with four quarterly instalments falling due on 01/09/2022, 01/12/2022, 01/03/2023 and 01/06/2023. 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



Duncan Sande & Associates
PO Box 3033
NORWOOD SA 5067

Assessment No: 567271
 Certificate of Title: Lot: 373 DP: 120147 CT: 6216/979
 Property Address: 7 Amber Lane TONSLEY 5042
 Owner: Mr M K Bruys

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

Development Act 1993 (repealed)		
section 42—Condition (that continues to apply) of a development authorisation?		100/2019/93 100/2016/2400
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		See Attached
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
Planning, Development and Infrastructure Act 2016		
Part 5 – Planning and Design Code	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?	On consultation PlanSA Consultation completed PlanSA
	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)	See attached PlanSA Data Extract
	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
Repealed Act conditions		
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
Fire and Emergency Services Act 2005		
section 105F (or section 56 or 83 (repealed)—Notice to take action to prevent outbreak or spread of fire		Nil

Food Act 2001	
section 44—Improvement notice	Nil
section 46—Prohibition order	Nil
Housing Improvement Act 1940 (repealed)	
section 23—Declaration that house is undesirable or unfit for human habitation	Nil
Local Government Act 1934 (repealed)	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
Local Government Act 1999	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
Local Nuisance and Litter Control Act 2016	
section 30—Nuisance or litter abatement notice	Nil
Land Acquisition Act 1969	
section 10—Notice of intention to acquire	Nil
Public and Environmental Health Act 1987 (repealed)	
Part 3—Notice	Nil
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval</i>	Nil
<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)</i>	Nil
South Australian Public Health Act 2011	
section 92—Notice	Nil
<i>South Australian Public Health (Wastewater) Regulations 2013 Part 4—Condition (that continues to apply) of an approval</i>	Nil
Particulars of building indemnity insurance	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, Kellie Parker, Administration Officer of the City of Marion certify that the information provided in these responses is correct.

Sign: 

Date: 01/03/2023

Data Extract for Section 7 search purposes

Valuation ID 1003587614

Data Extract Date: 01/03/2023

Parcel ID: D120147 A373

Certificate Title: CT6216/979

Property Address: 7 AMBER LANE TONSLEY SA 5042

Zones

Urban Neighbourhood (UN)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 45 metres)

The Airport Building Heights (Regulated) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of commercial and military airfields.

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.

Noise and Air Emissions

The Noise and Air Emissions Overlay seeks to protect new noise and air quality sensitive development from adverse impacts of noise and air emissions.

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.

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 to be a significant tree or trees on the land.

No

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)

- 13080154 Agreement with Council THE CORPORATION OF THE CITY OF MARION

Account Number 10 03587 61 4	L.T.O Reference CT6216979	Date of issue 1/3/2023	Agent No. 198	Receipt No. 2444757
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DUNCAN SANDE & ASSOC
PO BOX 3033
NORWOOD SA 5067
office@duncansande.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: M K BRUYS
Location: 7 AMBER LANE TONSLEY LT373 D120147
Description: 4H G **Capital Value:** \$ 350 000
Rating: Residential

Periodic charges

Raised in current years to 31/3/2023

				\$
		Arrears as at: 30/6/2022	:	0.00
Water main available:	1/7/2019	Water rates	:	212.40
Sewer main available:	1/7/2019	Sewer rates	:	227.55
		Water use	:	118.75
		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	:	558.70CR
		Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: 70.80 Sewer: 75.85 Bill: 10/5/2023

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

The last Water Use Year ended on 06/05/2022.

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

South Australian Water Corporation

Name:

M K BRUYS

Water & Sewer AccountAcct. No.: **10 03587 61 4****Amount:** _____**Address:**7 AMBER LANE TONSLEY LT373
D120147

Payment Options

EFT**EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1003587614

**Bill code: 8888**
Ref: 1003587614**Telephone and Internet Banking — BPAY®**

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at bpay.com.au

**Paying online**

Pay online at www.sawater.com.au/paynow for a range of options. Have your account number and credit card details to hand.

**Paying by phone**

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.

SA Water account number: 1003587614

**Government of
South Australia**

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

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

From: DEM:OTR Plumbing Conveyancing <DEMOTRPlumbingConveyancing@sa.gov.au>
Sent: Thursday, 2 March 2023 1:31 PM
To: Office | Duncan Sande & Associates <office@duncansande.com.au>
Subject: PIR: 1003587614 Reference: 0002444757

OFFICIAL

Please note that any statement related to this property 7 AMBER LANE, TONSLEY, SA 5042 was based on historical data which no longer applies to the property. The Plumbing section of The Office of the Technical Regulator has no current interests in this property.

Note: This statement may have been recreated from the original data transferred from SA Water. The OTR inherited this data on 10/04/2013 and cannot be held responsible for errors created in records prior to this date. We do endeavour to rectify these issues as soon as they are brought to our attention.

Rebecca Smith | Senior Administration Officer

The Office of the Technical Regulator | Plumbing

Department for Energy and Mining

T 1300 760 311 | E DEMOTRPlumbingConveyancing@sa.gov.au | W www.energymining.sa.gov.au

GPO Box 320, Adelaide, South Australia 5001
Level 4, 11 Waymouth Street, Adelaide SA 5000

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Building Indemnity Insurance Certificate of Insurance



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



Policy Number 600005165BWI-399

MICHAEL KEES BRUYS
4 MASTERDALE CT
ST CLAIR 5011

Name of Intermediary
AON / HIA INS. SVCS. P/L SA
PO BOX 550
HINDMARSH SA 5007

Account Number
60BWAON00
Date Issued
29/01/2019

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
At

NEW SINGLE DWELLING CONSTRUCTION CONTRACT
LOT 373, AMBER LANE
TONSLEY SA 5042

Carried Out By

BUILDER
MELISI PROJECTS PTY LTD
ABN: 90 089 079 185

Declared Contract Price

\$269,000.00

Contract Date

24/01/2019

Builders Registration No.

UBLD164023

Building Owner / Beneficiary

MICHAEL KEES BRUYS

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.