

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 6208 Folio 338

Parent Title(s) CT 6208/273

Creating Dealing(s) RTU 12932409

Title Issued 05/06/2018

Edition 2

Edition Issued

24/07/2018

Estate Type

FEE SIMPLE

Registered Proprietor

NICHOLAS PETER MCMAHON
OF PO BOX 531 BRIGHTON SA 5048

Description of Land

ALLOTMENT 377 DEPOSITED PLAN 118632
IN THE AREA NAMED TONSLEY
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

Dealing Number	Description
12947370	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
12947371	ENCUMBRANCE TO PEET TONSLEY PTY. LTD. (ACN: 613 547 667)
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

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan NIL

Registrar-General's Notes NIL

Administrative Interests NIL

Certificate of Title

Title Reference: CT 6208/338
Status: CURRENT
Parent Title(s): CT 6208/273
Dealing(s) Creating Title: RTU 12932409
Title Issued: 05/06/2018
Edition: 2

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
23/10/2018	30/10/2018	13008134	GENERAL APPLICATION	REGISTERED	ENVIRONMENT PROTECTION AUTHORITY
27/06/2018	24/07/2018	12947371	ENCUMBRANCE	REGISTERED	PEET TONSLEY PTY. LTD. (ACN: 613 547 667)
27/06/2018	24/07/2018	12947370	AGREEMENT	REGISTERED	THE CORPORATION OF THE CITY OF MARION
27/06/2018	24/07/2018	12947369	TRANSFER	REGISTERED	NICHOLAS PETER MCMAHON

Certificate of Title

Title Reference: CT 6208/338
Status: CURRENT
Edition: 2

Dealings

No Unregistered Dealings and no Dealings completed in the last 90 days for this title

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Certificate of Title

Title Reference CT 6208/338
Status CURRENT
Easement NO
Owner Number 07629960
Address for Notices POST OFFICE BOX 1515, PORT LINCOLN, SA 5606
Area 55m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

NICHOLAS PETER MCMAHON
OF PO BOX 531 BRIGHTON SA 5048

Description of Land

ALLOTMENT 377 DEPOSITED PLAN 118632
IN THE AREA NAMED TONSLEY
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference TRANSFER (T) 12947369
Dealing Date 26/06/2018
Sale Price \$70,000
Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	12947370	THE CORPORATION OF THE CITY OF MARION
ENCUMBRANCE	12947371	PEET TONSLEY PTY. LTD. (ACN: 613 547 667)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1003587702	CURRENT	6 ALMOND LANE, TONSLEY, SA 5042

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1003587702
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/2018
Property Location	6 ALMOND LANE, TONSLEY, SA 5042
Local Government	MARION
Owner Names	NICHOLAS PETER MCMAHON
Owner Number	07629960
Address for Notices	POST OFFICE BOX 1515, PORT LINCOLN, SA 5606
Zone / Subzone	UN - Urban Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	5HG
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D118632 ALLOTMENT 377	CT 6208/338

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$95,000	\$490,000			
Previous	\$73,000	\$445,000			

Building Details

Valuation Number	1003587702
Building Style	Contemporary
Year Built	2018
Building Condition	Very Good
Wall Construction	Composite Construction
Roof Construction	Colourbond
Equivalent Main Area	148 sqm
Number of Main Rooms	5

Note – this information is not guaranteed by the Government of South Australia

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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



Certificate No: **106172**

Date: **12/11/2024**

Receipt No:

Reference No:

Fax No: **08 8277 4558**

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

**Bishop Conveyancing
PO Box 218
PARK HOLME SA 5043**

CERTIFICATE

Section 187 of the Local Government Act

Assessment Number: **564302**

Valuer General No.: **1003587702**

Property Description: **Lot: 377 DP: 118632 CT: 6208/338**

Property Address: **6 Almond Lane TONSLEY 5042**

Owner: **N McMahon**

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 Regional Landscape Levy)	\$1,247.31
Overdue/Arrears	\$0.00
Interest	\$0.00
Adjustments	-\$0.01
Legal Fees	\$0.00
Less Payments Received	-\$1,247.30
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 **2st September 2024** with four quarterly instalments falling due on 02/09/2024, 02/12/2024, 03/03/2025 and 02/06/2025. Fines will be added to any current amount not paid by the due date (at the rate prescribed in the Local Government Act 1999).

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

BPAY Details for Council Rates:

Biller Code: **9613**

Reference Number: Assessment Number as above

CERTIFICATE

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



Bishop Conveyancing
PO Box 218
PARK HOLME SA 5043

Assessment No: 564302
 Certificate of Title: Lot: 377 DP: 118632 CT: 6208/338
 Property Address: 6 Almond Lane TONSLEY 5042
 Owner: N McMahon

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?		100/2018/0129
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?	Click the link to check if a Code Amendment applies: Code Amendment Map Viewer (geohub.sa.gov.au)
	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—</i> Condition (that continues to apply) of an approval	Nil
<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—</i> Maintenance order (that has not been complied with)	Nil
South Australian Public Health Act 2011	
section 92—Notice	Nil
<i>South Australian Public Health (Wastewater) Regulations 2013 Part 4—</i> Condition (that continues to apply) of an approval	Nil
Particulars of building indemnity insurance	See attached

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

- a) commercial or industrial activity at the land; or
- b) 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, Kirra Gray, Administration Officer of the City of Marion certify that the information provided in these responses is correct.

Sign:



Date: 12/11/2024

P (08) 8375 6600

F (08) 8375 6699

E council@marion.sa.gov.au

www.marion.sa.gov.au

Administration Centre 245 Sturt Road, Sturt SA 5047

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

Postal Address PO Box 21, Oaklands Park SA 5046



DECISION NOTIFICATION FORM DEVELOPMENT ACT 1993

TO:	PEET Tonsley Pty Ltd C/- Fyfe GPO Box 2450 ADELAIDE SA 5001
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DEVELOPMENT APPLICATION NUMBER: 100/2018/129

DATED: 24/01/2018

REGISTERED ON: 09/08/2018

LOCATION OF PROPOSED DEVELOPMENT

6 Almond Lane TONSLEY 5042
Lot: 377 DP: 118632 CT: 6208/338

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	19/04/2018	5
Building Rules Consent	Granted (by Private Certifier)	08/08/2018	3
DEVELOPMENT APPROVAL	Granted	14/08/2018	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. Fyfe".

Delegates of City of Marion

Planning Officer: State Commission Assessment Panel

Private Certifier: Building Certification Approvals

Date: 14 August, 2018

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) 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 following plans submitted in Development Application No 100/L022/18:

PEET, Project: Lot 377Tonsley – Urban Garage Façade C:

Plan Title	Drawing Number	Date
Site Plan	Sheet No. 1	Plans received on 23 January 2018
Proposed Ground Floor Plan	Sheet No. 2	Plans received on 23 January 2018
Proposed First Floor Plan	Sheet No. 3	Plans received on 23 January 2018
Proposed Second Floor Plan	Sheet No. 4	Plans received on 23 January 2018
Intermediate Roof Plan	Sheet No. 5	Plans received on 23 January 2018
Roof Plan	Sheet No. 6	Plans received on 23 January 2018
Front Elevation	Sheet No. 7	Plans received on 23 January 2018
Rear Elevation	Sheet No. 8	Plans received on 23 January 2018
Sections	Sheet No. 9	Plans received on 23 January 2018
Bath Plans	Sheet No. 10	Plans received on 23 January 2018

Greenhill Engineers

Plan Title	Drawing Number	Date
Standard Details Sheet 1 of 5	17-1582-015 Revision A	23/10/17

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)
 - 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:
 - Surplus soils should be managed in accordance with relevant EPA guidelines and/or requirements of waste or recycling depots authorised by the EPA.
 - Construction and demolition waste materials should be disposed off-site in accordance with the requirements of waste or recycling depots authorised by the EPA.
 - 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.

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.

P (08) 8375 6600

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F (08) 8375 6699

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E council@marion.sa.gov.au

Postal Address PO Box 21, Oaklands Park SA 5046

www.marion.sa.gov.au



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.

Cc:

Renewal SA
GPO Box 698
ADELAIDE SA 5001

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.

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E council@marion.sa.gov.au

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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 200

390A Payneham Road
Payneham SA 5070Tel / Fax
(08) 8365 6551Mobile
0416 733 293Email
ilias@buildcertapprovalssa.com.au

ABN 26 421 568 330

Development Act 1993
DECISION NOTIFICATION FORM
SCHEDULE 11Development Application Number: 100/129/2018
Building Rules Consent Lodgement Date: 22/06/2018PC Ref No: PC/468/2018
Council Registered on: 10/04/2018**BUILDING RULES CONSENT**

To Applicant:	Gasparin Homes 89 North East Road COLLINSWOOD SA 5081 Kathy.Mantas@gasparinhomes.com.au
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Location of Proposed Development:		
Street No: -	LOT: 377	CT: 6201/875
Street: South Road (Almond Lane)	Suburb: TONSLEY SA 5042	

Nature of Proposed Development:
Three storey detached dwelling with associated site works

In respect of this proposed development you are informed that:

Nature of Decision	Decision	No. of Conditions	Date of Decision
Development Plan Consent	Granted	5	19/04/2018
Building Rules Consent	Granted	3	8/08/2018
Development Approval	By Council	*NOTE*	Still required

Details of the building classification and the approved number of occupants (if applicable) under the Building Code are attached.

If there were third party representations, 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.

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

Signed:

Ilias Sotiropoulos
Private Certifier
Dated: 08 August 2018**(Y) Private Certifier****(☒) Sheets Attached**

**Development Act 1993
Section 42 – Conditions
Regulation 42 (1) – Notification to Applicant
BUILDING RULES CONSENT NOTIFICATION**

Building Certification Approvals (SA) Pty Ltd



390A Payneham Road
Payneham SA 5070

Tel / Fax
[\(08\) 8365 6551](tel:(08)83656551)

Mobile
[0416 733 293](tel:0416733293)

Email
ilias@buildcertapprovalssa.com.au

ABN 26 421 568 330

To Council:	City of Marion
Development Number:	100/129/2018
PC Ref:	PC/468/2018
Project Work:	Three storey detached dwelling with associated site works
Applicant:	Gasparin Homes, 89 North East Road, COLLINSWOOD SA 5081
Owner:	McMahon, PO Box 531, BRIGHTON SA 5048
Classification:	1a & 10a (under the Building Code of Australia)
Site Address:	Lot 377 South Road (Almond Lane), TONSLEY SA 5042

Building Rules Consent is granted under Section 33(1)(b) of the Development Act, 1993 subject to the following conditions and notes:

BUILDING RULES CONSENT CONDITIONS:

1. The location of the articulation joints to the masonry wall shall be located in accordance with the engineers control joint layout plan and manufacturers recommendations.

Reason: To provide articulation to masonry walls. BCA – Part P2.1

2. The footing design engineer shall inspect the footing trenches and certify that the founding of the footings are suitable for the proposed dwelling prior to the pouring of the footings.

Reason: To ensure structural stability and resistance to actions. BCA – Part P2.1

3. Smoke alarms wired to mains power complying with AS3786-2014 (including a 9 volt battery backup) shall be fixed to the underside of the ceiling and be interconnected where there is more than one alarm, and shall be located:
 - (a) between each part of dwelling containing bedrooms and the remainder the of the dwelling; and
 - (b) where bedrooms are served by hallway, in that hallway; and
 - (c) any other storey not containing bedrooms.

Reason: To provide occupants detection of smoke complying with BCA - Part 3.7.2 "Smoke Alarms".

BUILDING RULES CONSENT NOTES:

PC/468/2018

- Pursuant to the provisions of Section 59 of the Development Act 1993, a licensed building work contractor who is proposing to undertake 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 give the Council:
 - (a) one business day's notice of commencement of building work on the site;
 - (b) any other stage of notification required by Council – Please refer to Council Decision Notification Form for further advice; and
 - (c) one business day's notice of completion of the building work.

The applicant is advised to ensure that those notifications are given.

When the applicant provides notice of commencement of building work, the applicant must also provide to the Council, the name, address and telephone number of the persons who are proposed to sign parts A and B of the “*Statement of Compliance*” under Regulation 83AB.

For the purposes of Regulation 83AB, a licensed building work contractor (the **contractor**) will be taken to be responsible for carrying out building work if the contractor has responsibility for—

- (a) performing the work; or
- (b) engaging another person to perform the work in a situation where the contractor retains overall responsibility for the work, or if there is none, the owner builder.

In accordance with Regulation 74 of the Development Regulations 2008, the person who gives the notice must, within 1 business day after the notice is given, provide to the Council a duly completed supervisor's checklist relating to the roof framing, signed by a registered building work supervisor, being a registered building work supervisor who has undertaken the required training recognised under a scheme approved by the Minister.

A person must not conceal any completed roof framing until after the expiration of 2 clear business days after the notification has been received by the Council.

When the applicant provides notice of commencement of building work, the applicant must also provide to the Council, the name, address and telephone number of the persons who are proposed to sign parts A and B of the “*Statement of Compliance*” under Regulation 83AB.

For the purpose of this note the person proposing to undertake the building work is the licensed building work contractor who is carrying out the work or if there is none, the owner builder.

- In accordance with Development Regulation 83AB a duly completed “*Statement of Compliance*” under Schedule 19A must be provided to Building Certification Approvals (SA) Pty Ltd within 10 business days after a notice of completion with respect to the building work notice is given (refer statement attached). A Class 1a building (or part of the building) has not been previously occupied and the building is occupied before a notice of completion with respect to the building work has been given, a duly completed Statement of Compliance must be provided to the relevant authority under sub regulation (6) within 10 business days after the building (or part) is occupied.

In accordance with the Development Regulations 2008, 83AB (8) “*Part A*” of the Statement must be signed by the licensed building work contractor responsible for carrying out the work or if there is no such person, by a registered building work supervisor or a private certifier and “*Part B*” must be signed by the owner of the relevant land or someone acting on their behalf.

This regulation does not apply to Class 10 buildings or structures.

- **Important:** This approval does not imply compliance, or provides consent with the Electricity Act, 1996 [in relation to minimum clearance distances of power lines adjacent to buildings], the [State] Equal Opportunity Act, 1995, The Work Health and Safety Act & Regulations 2012 including Safe Work Method Statement guidelines relating to working at Heights], Encroachment Act 1944, or with Commonwealth Disability Discrimination Act, 1992 or with any regulations under those Acts or building work on any other property without the consent of the owner. It is the responsibility of the owner, applicant and the person undertaking the building work to ensure compliance with same.

BUILDING RULES CONSENT NOTES:

PC/468/2018

- **Important:** The person proposing to undertake the work shall ensure that no part of the proposed building work is to overhang the boundary of the site including the face of any retaining walls which are to be constructed on the boundary and not encroach on to the adjoining property. It is strongly recommended that a Licensed Surveyor be engaged to undertake a survey before work commences to establish the location of the boundary. Boundary distances from buildings are measured from the allotment boundaries and not from fences or existing walls and are to have separation distances to comply with the NCC (National Construction Code).
- The footings have been assessed for compliance with the minimum allowable requirements in accordance with AS 2870.1 & 2. Owners are advised to refer and comply with the Footing Construction Report 'Performance Requirements and Foundation Maintenance' of Appendix B of AS 2870 and is advised to seek advice from the design engineer. The certifier has relied on the soil engineer's assessment of the founding material, site levels and engineer's estimate wind speed.

Particular care should be exercised to ensure that the plumbing and perimeter paving is installed in accordance with the requirements of AS 2870 and the engineers details.

- Structural steel lintels, angles, wall ties, connectors and accessories used in buildings shall be provided with no less than the minimum corrosion protection in accordance with the requirements of AS 4773 Parts 1 & 2 – Masonry for small buildings.
- Structural steel members used in buildings that are not built into walls shall be protected against corrosion in accordance with the requirements of AS 4773 Parts 1 & 2 – Masonry for small buildings.
- This consent does not include consent for brush fencing, which shall be subject to a separate application for building rules consent prior to the construction of the brush fencing. Building rules consent will be required for brush fencing where construction is proposed for:
 - (a) a brush fence closer than 3 metres to an existing or proposed dwelling, or
 - (b) a dwelling closer than 3 metres to an existing or proposed brush fence.

Minister's Specification SA 76C – Protection of buildings exposed to brush fences outlines how to achieve compliance for brush fencing.

- Timbers used shall have the level of durability or the appropriate level of preservative treatment in accordance with Appendix C of AS 1684.2. Minimum joint strength timber used complying with AS1684. Steel products used (steelwork, ties, lintels, bracing) shall be protected against corrosion in accordance with AS 1684 & AS 3700.
- All proprietary type products specified are to be selected and installed in accordance with the manufacturer's recommendations and relevant codes (with preference to the more conservative guidelines).
- Roof trusses chord shall be adequately restrained at maximum centres as nominated in the roof truss calculation criteria. Where purlins / battens are used to provide chord restraint and the purlin / batten is discontinued and joined at a truss chord, additional restraint in the form of blocking or similar shall be provided to adequately restrain the truss chord.
- Wet areas are to be constructed in accordance with BCA Vol 2- Part 3.8.1, comply with "AS 3740 Waterproofing of domestic wet areas", and have floor wastes provided in accordance with SA 3.2.2.
- This consent has been issued on the understanding that the design of the roof trusses and bracing systems are based on a certified design and prepared by a person who has been trained in the use of the software and are to be constructed by a licensed manufacturer complying with the requirement of AS1720.1 and AS1649.

The erection, bracing, nail plating and the installation and of the trusses, including bearing width shall be in accordance with Australian Standard 4440-2004 "*Installation of Nail Plated Timber Trusses*" and the manufacturers requirements.

BUILDING RULES CONSENT NOTES:

PC/468/2018

- A door to a fully enclosed sanitary compartment shall:
 - (a) open outwards; or
 - (b) slide; or
 - (c) be readily removable from the outside of the compartment.
 - unless there is a clear space of 1200mm provided between the closet pan within the fully enclosed sanitary compartment and the nearest part of the doorway.
 - 3.8.3.3. of the Building Code of Australia requires the above as a means to facilitate the removal of an unconscious occupant from a fully enclosed sanitary compartment.
- Your attention is drawn to your obligation to notify your adjoining owner as required by the provisions of Section 60 of the Development Act 1993 and Regulation 75 of the Development Regulations 2008.
- The stairs shall be a type that is manufactured by an accredited manufacturer in accordance with the accreditation certificate requirements. The stairs are also to be fitted with a continuous handrail to at least one side with a minimum height of 865mm, measured vertically above the nosing line complying with Part 3.9.2, Volume 2 of the *"Building Code of Australia"*.

The steps of the stairs shall have a nosing strip with a slip-resistant classification or the surface shall have a slip-resistance classification in accordance with Table 3.9.1.1 – Slip-Resistance Classification complying with Part 3.9.1, Volume 2 of the *"Building Code of Australia"*.

- The builder shall ensure that where required the external windows and doors are sealed appropriately in accordance with Clause C5.4 of the Minister's Specification SA 78B "Construction requirements for the control of external sound" for the purpose of achieving the required weighted sound reduction index with spectrum adaption term ($R_w + C_{tr}$) in the applicable sound exposure category (if applicable).
- This application has been assessed as an performance solution under the provisions of the Development Act 1993 Section 36 (2) (b) for the use of a recycled water scheme (other than the mains reticulated potable water supply) which must be plumbed to the water closet complying with BCA – SA 2 Water Efficiency, Performance requirement. This office has accepted the alternative solution.
- Upper storey bedroom windows to the dwelling with the openable portion less than 1.7m above floor shall have the openable portion limited to not permit a 125mm sphere to pass through the window, and are to be fitted with a device to restrict the window opening and be capable of resisting an outward horizontal action of 250 N.
- Autoclaved Aerated Concrete Panels used for the construction of external walls, fire walls and boundary wall construction shall have appropriate Certificate of Conformity issued by an approved certification body. The certification shall certify compliance with the Building Code of Australia Volume One and Two including installation and finishing strictly in accordance with the manufacturer's recommendations.

All work carried out in relation to the installation and finishing of the Autoclaved Aerated Concrete Panels shall be carried out in strict accordance with the manufacturer's recommendations.

Building Certification Approvals (SA) Pty Ltd
Private Certifier



Ilias Sotiropoulos
Director (private certifier registration No.080)

Building Indemnity Insurance Certificate of Insurance

Policy Number 600023731BWI-341

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



NICHOLAS PETER MCMAHON
PO BOX 531
BRIGHTON 5048

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

Account Number
60BWAON00
Date Issued
25/07/2018

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 377, ALMOND LANE
TONSLEY SA 5042

Carried Out By

BUILDER
GASPARIN HOMES PTY LTD
ABN: 56 422 037 870

Declared Contract Price

\$305,000.00

Contract Date

26/02/2018

Builders Registration No.

UBLD157861

Building Owner / Beneficiary

NICHOLAS PETER MCMAHON

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.



orig. **AG 12947370**

11:43 27-Jun-2018
2 of 3

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**

KELJ

SERIES NO	PREFIX
2	AG

AGENT CODE

LODGED BY:

MPB7

CORRECTION TO:

KELJ

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

- 1
- 2
- 3
- 4
- 5

Natasha

CORRECTION
09.07.2018

PASSED

up

REGISTERED

24 JUL 2018

Natasha

Pro



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

Whole of the land in Certificate of Title Register Book Volume 6208 Folio 338

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 26 June 2018 ("the Agreement") between THE CORPORATION OF THE CITY OF MARION of 245 Sturt Road Sturt SA 5047 and NICHOLAS PETER MCMAHON of PO Box 531 Brighton SA 5048 to note the Agreement on the certificate of title for the land described above.

DATED 27 JUNE 2018

CERTIFICATION **Delete the inapplicable*

Applicant *Refer Annexure*

~~*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 27 JUNE 2018	NUMBER
over Certificate of Title Volume: 6208 Folio: 338	

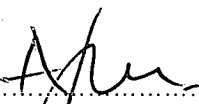
LAND: The whole of the land in Certificate of Title Register Book Volume 6208 Folio 338

DEALING: Application to Note Land Management Agreement between THE CORPORATION OF THE CITY OF MARION and NICHOLAS PETER MCMAHON

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)

ADRIAN JOHN SILUK
.....
(Print full name)

CEO
.....
(Print position held)

NICHOLAS PETER MCMAHON

("the Owner")

And

THE CORPORATION OF THE CITY OF MARION

("the Council")

LAND MANAGEMENT AGREEMENT

THIS AGREEMENT is made the

26th day of JUNE

2018

BETWEEN

NICHOLAS PETER MCMAHON of PO Box 531 Brighton SA 5048 ("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 to purchase the land comprised in Certificate of Title Register Book Volume 6208 Folio 338 known as Lot 377 Almond Lane Tonsley SA ("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 has obtained development plan consent under the Act for the Development by way of DA 100/L022/18. The Development includes 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 **Development** means has the meaning given to that term in Background C.
- 2.7 **Development Approval** means the development approval for DA 100/L022/18.
- 2.8 **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.
- 2.9 **Encroachment** means any building, structure or object or portion thereof erected on or connected to the Land that encroaches onto a public road.
- 2.10 **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).
- 2.11 **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.
- 2.12 **Land** means the whole or any part of the land comprised in Certificate of Title Register Book Volume 6208 Folio 338 known as Lot 377 Almond Lane Tonsley SA and includes any land further divided from the Land in future.
- 2.13 **LG Act** means the *Local Government Act 1999* (SA) and includes any successor legislation that may be in force at the relevant time.
- 2.14 **Natural Ground Level** means the natural ground level of the Land prior to any excavation or filling undertaken in the course of the Development.

- 2.15 **Notice** means a notice, demand, consent, approval or communication issued under this Agreement.
- 2.16 **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.
- 2.17 **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.
- 2.18 **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.
- 2.19 **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:

gsh

Signature of witness

GREG SALMON

Name of witness (print)

26-6-18

Date _____

Signature of author

Signature of authorised delegate

ADRIAN SIKOL

Name of authorised delegate (print)

C150


Position of authorised delegate

26.6.18

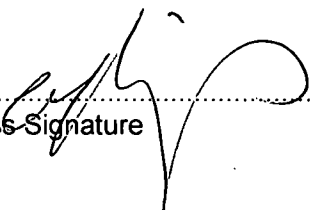
Date

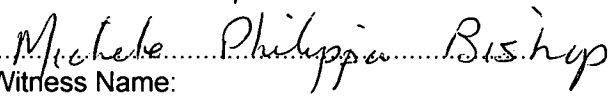
Executed by:

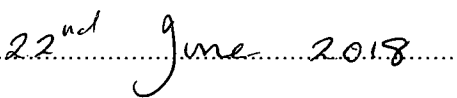
The Owner


.....
NICHOLAS PETER MCMAHON

In the presence of:


.....
Witness Signature


.....
Witness Name:


.....
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.

Data Extract for Section 7 search purposes

Valuation ID 1003587702

Data Extract Date: 12/11/2024

Parcel ID: D118632 A377

Certificate Title: CT6208/338

Property Address: 6 ALMOND 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 (the Code) to be a significant tree or trees on the land? (Note: there may be regulated and/or significant trees on the land that are not listed in the Code - see below).

No

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

- 12947370 Agreement with Council THE CORPORATION OF THE CITY OF MARION

Property Interest Report

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

Title Reference	CT 6208/338	Reference No. 2623248
Registered Proprietors	N P*MCMAHON	Prepared 11/11/2024 15:48
Address of Property	6 ALMOND 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)
------------------------	--

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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development has no record of any notice affecting this title

5.10	section 84 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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

- | | | |
|-------|--|---|
| 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*

- | | | |
|------|---|---|
| 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 |
|------|---|---|

20. *Local Government Act 1934 (repealed)*

- | | | |
|------|---|---|
| 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 |
|------|---|---|

21. *Local Government Act 1999*

- | | | |
|------|---|---|
| 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 |
|------|---|---|

22. *Local Nuisance and Litter Control Act 2016*

- | | | |
|------|--|---|
| 22.1 | section 30 - Nuisance or litter abatement notice | Contact the Local Government Authority for other details that might apply |
|------|--|---|

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

- | | | |
|------|--|---|
| 23.1 | section 6 - Restriction on building work | Transport Assessment Section within DIT has no record of any restriction affecting this title |
|------|--|---|

24. *Mining Act 1971*

- | | | |
|------|---|---|
| 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**
- Lot 51 and 52 (86-88) Morphett Road - South Australian Jockey Club Incorporated (SAJC) are proposing to rezone approximately 1.5 hectares of land at 86-88 Morphett Rd Glengowrie, from the Recreation Zone to the Urban Neighbourhood Zone. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone 1800752664.
- Code Amendment**
- Southern Suburbs Residential Policy – Marion Council is seeking to rezone land across Darlington, Hallett Cove, Marino, O'Halloran Hill, Seaclyff Park, Seacombe Heights, Seaview Downs, Sheidow Park and Trott Park (the Affected Area), to provide a consistent policy approach to sloping land that facilitates opportunity for subdivision and redevelopment where appropriate. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.
- Code Amendment**
- Centre Zone Adjustment - Marion Council seeks to align the most appropriate zone and policy to each affected site and existing land use, to enable/support more efficient and effective future planning outcomes. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.
- Code Amendment**
- Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at <https://plus.geodata.sa.gov.au/bushfire/index.html>. For more information, please visit https://plan.sa.gov.au/have_your_say/ or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664).

Code Amendment

Morphettville/Glengowrie Horse Related Activities - Marion Council is proposing to amend the planning policy relating to land located adjacent the Morphettville

Racecourse on the southern side of Bray Street in Morphettville and the western side of Morphett Road in Glengowrie. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.

Code Amendment

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

29.2	section 127 - Condition (that continues to apply) of a development authorisation <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	State Planning Commission in the Department for Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

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

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

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
31.2	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)</i> (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	<i>Public and Environmental Health (Waste Control) Regulations 2010</i> (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. ***Upper South East Dryland Salinity and Flood Management Act 2002 (expired)***

33.1	section 23 - Notice of contribution payable	DEW has no record of any notice affecting this title
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34. ***Water Industry Act 2012***

34.1	Notice or order under the Act requiring payment of charges or other amounts or making other requirement	An SA Water Certificate will be forwarded. If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950 also
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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. *Water Resources Act 1997 (repealed)*

35.1 section 18 - Condition (that remains in force) of a permit

DEW has no record of any condition affecting this title

35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy

DEW has no record of any notice affecting this title

36. *Other charges*

36.1 Charge of any kind affecting the land (not included in another item)

Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

Other Particulars

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

- | | |
|--|---|
| 1. Particulars of transactions in last 12 months | Contact the vendor for these details |
| 2. Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation |
| 3. Particulars relating to strata unit | Enquire directly to the Secretary or Manager of the Strata Corporation |
| 4. Particulars of building indemnity insurance | Contact the vendor for these details
also
Contact the Local Government Authority |
| 5. Particulars relating to asbestos at workplaces | Contact the vendor for these details |
| 6. Particulars relating to aluminium composite panels | Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details. |
| 7. Particulars relating to court or tribunal process | Contact the vendor for these details |
| 8. Particulars relating to land irrigated or drained under Irrigation Acts | SA Water will arrange for a response to this item where applicable |
| 9. Particulars relating to environment protection | Contact the vendor for details of item 2
also
EPA (SA) 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.

- | | |
|---|---|
| 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.

DECISION NOTIFICATION FORM

Contact Officer: Teresa Davis
Telephone: 83432379
KNET Reference: 2018/07070/01

Development Number:
100/L022/18
Council Reference:
100/2018/129

FOR DEVELOPMENT APPLICATION

LODGED: 23 January 2018

TO: PEET Tonsley Pty Ltd
 c/- Fyfe Pty Ltd
 GPO Box 2450
 ADELAIDE SA 5001
EMAIL: Michael.Osborn@fyfe.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Street	Suburb	Hundred	Title Reference
Lot 377 in DA 100/D264/16	South Road	Tonsley	Adelaide	Pt CT 6201/875

NATURE OF PROPOSED DEVELOPMENT: Three storey detached dwelling with associated site works

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	Five (5)		
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.



Lauren Talbot
A/TEAM LEADER – DEVELOPMENT ASSESSMENT
as delegate of the
STATE COMMISSION ASSESSMENT PANEL

Date of Decision: 19/04/18
[2] Sheets Attached

Contact	Planning Services
Email	Dhud.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

15 November 2024

Bishop Conveyancing
PO Box 218
PARK HOLME SA 5043

Dear Sir/Madam

Re: *Land and Business (Sale and Conveyancing) Act 1994 - Section 7 Enquiry*
Property at 6 Almond Lane, Tonsley
Registered Proprietor(s): N McMahon

I refer to your enquiry to the Department for Housing and Urban Development (DHUD) concerning the parcel of land comprised in Certificate of Title Volume 6208 Folio 338 and the subsequent Property Interest Report (PIR) issued. (Reference No. 2623248 dated 11/11/24).

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 Unit
on behalf of
STATE PLANNING COMMISSION

DEVELOPMENT APPLICATION – 100/L022/18

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 following plans submitted in Development Application No 100/L022/18:

PEET, Project: Lot 377Tonsley – Urban Garage Façade C:

Plan Title	Drawing Number	Date
Site Plan	Sheet No. 1	Plans received on 23 January 2018
Proposed Ground Floor Plan	Sheet No. 2	Plans received on 23 January 2018
Proposed First Floor Plan	Sheet No. 3	Plans received on 23 January 2018
Proposed Second Floor Plan	Sheet No. 4	Plans received on 23 January 2018
Intermediate Roof Plan	Sheet No. 5	Plans received on 23 January 2018
Roof Plan	Sheet No. 6	Plans received on 23 January 2018
Front Elevation	Sheet No. 7	Plans received on 23 January 2018
Rear Elevation	Sheet No. 8	Plans received on 23 January 2018
Sections	Sheet No. 9	Plans received on 23 January 2018
Bath Plans	Sheet No. 10	Plans received on 23 January 2018

Greenhill Engineers

Plan Title	Drawing Number	Date
Standard Details Sheet 1 of 5	17-1582-015 Revision A	23/10/17

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).
- 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.



Lauren Talbot
A/TEAM LEADER – DEVELOPMENT ASSESSMENT
as delegate of the
STATE COMMISSION ASSESSMENT PANEL

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

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

If your property was constructed before 1929, it's recommended you request a property interest report and internal 'as constructed' sanitary drainage drawing to understand any specific requirements relating to the existing arrangements.

As constructed sanitary drainage drawings can be found at <https://maps.sa.gov.au/drainageplans/>

South Australian Water Corporation

Name:
N P MCMAHON

Water & Sewer Account
Acct. No.: 10 03587 70 2

Amount: _____

Address:
6 ALMOND LANE TONSLEY LT377
D118632

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1003587702



Bill code: 8888
Ref: 1003587702

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: 1003587702



**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

**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: 2623248

DATE OF ISSUE

12/11/2024

BISHOP CONVEYANCING PTY LTD
POST OFFICE BOX 218
PARK HOLME SA 5043

ENQUIRIES:

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

OWNERSHIP NAME

N P MCMAHON

FINANCIAL YEAR

2024-2025

PROPERTY DESCRIPTION

6 ALMOND LANE / TONSLEY SA 5042 / LT 377

ASSESSMENT NUMBER

1003587702

TITLE REF.

(A "+" indicates multiple titles)

CT 6208/338

TAXABLE SITE VALUE

\$95,000.00

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 10/02/2025

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



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: 2623248

BISHOP CONVEYANCING PTY LTD
POST OFFICE BOX 218
PARK HOLME SA 5043

DATE OF ISSUE

12/11/2024

ENQUIRIES:

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER

07629960

OWNERSHIP NAME

N P MCMAHON

PROPERTY DESCRIPTION

6 ALMOND LANE / TONSLEY SA 5042 / LT 377

ASSESSMENT NUMBER

1003587702

TITLE REF.

(A "+" indicates multiple titles)

CT 6208/338

CAPITAL VALUE

\$490,000.00

AREA / FACTOR

R4
1.000

LAND USE / FACTOR

RE
0.400

LEVY DETAILS:

FINANCIAL YEAR

2024-2025

FIXED CHARGE

+ VARIABLE CHARGE

- REMISSION

- CONCESSION

+ ARREARS / - PAYMENTS

= AMOUNT PAYABLE

\$ 50.00
\$ 184.60
\$ 113.65
\$ 0.00
\$ -120.95
\$ 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

10/02/2025



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

orig. **AG 12947370**

11:43 27-Jun-2018
2 of 3

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**

KELJ

SERIES NO	PREFIX
2	AG

AGENT CODE

LODGED BY:

MPB7

CORRECTION TO:

KELJ

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

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Natasha

CORRECTION
09.07.2018

PASSED

up

REGISTERED

24 JUL 2018

Natasha

Pro



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

Whole of the land in Certificate of Title Register Book Volume 6208 Folio 338

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 26 June 2018 ("the Agreement") between THE CORPORATION OF THE CITY OF MARION of 245 Sturt Road Sturt SA 5047 and NICHOLAS PETER MCMAHON of PO Box 531 Brighton SA 5048 to note the Agreement on the certificate of title for the land described above.

DATED 27 JUNE 2018

CERTIFICATION **Delete the inapplicable*

Applicant *Refer Annexure*

~~*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 27 JUNE 2018	NUMBER
over Certificate of Title Volume: 6208 Folio: 338	

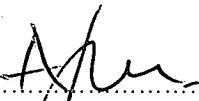
LAND: The whole of the land in Certificate of Title Register Book Volume 6208 Folio 338

DEALING: Application to Note Land Management Agreement between THE CORPORATION OF THE CITY OF MARION and NICHOLAS PETER MCMAHON

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)

ADRIAN JOHN SILUK
.....
(Print full name)

CEO
.....
(Print position held)

NICHOLAS PETER MCMAHON

("the Owner")

And

THE CORPORATION OF THE CITY OF MARION

("the Council")

LAND MANAGEMENT AGREEMENT

THIS AGREEMENT is made the

26th day of JUNE

2018

BETWEEN

NICHOLAS PETER MCMAHON of PO Box 531 Brighton SA 5048 ("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 to purchase the land comprised in Certificate of Title Register Book Volume 6208 Folio 338 known as Lot 377 Almond Lane Tonsley SA ("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 has obtained development plan consent under the Act for the Development by way of DA 100/L022/18. The Development includes 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 **Development** means has the meaning given to that term in Background C.
- 2.7 **Development Approval** means the development approval for DA 100/L022/18.
- 2.8 **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.
- 2.9 **Encroachment** means any building, structure or object or portion thereof erected on or connected to the Land that encroaches onto a public road.
- 2.10 **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).
- 2.11 **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.
- 2.12 **Land** means the whole or any part of the land comprised in Certificate of Title Register Book Volume 6208 Folio 338 known as Lot 377 Almond Lane Tonsley SA and includes any land further divided from the Land in future.
- 2.13 **LG Act** means the *Local Government Act 1999* (SA) and includes any successor legislation that may be in force at the relevant time.
- 2.14 **Natural Ground Level** means the natural ground level of the Land prior to any excavation or filling undertaken in the course of the Development.

- 2.15 **Notice** means a notice, demand, consent, approval or communication issued under this Agreement.
- 2.16 **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.
- 2.17 **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.
- 2.18 **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.
- 2.19 **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:



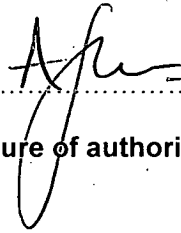
Signature of witness

_____ GREG SALMON _____

Name of witness (print)

_____ 26-6-18 _____

Date



Signature of authorised delegate

_____ ADRIAN SKELL _____

Name of authorised delegate (print)

_____ CEO _____


Position of authorised delegate

_____ 26.6.18 _____

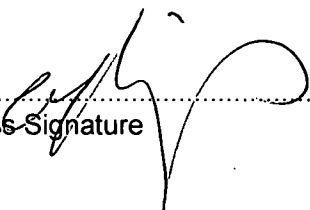
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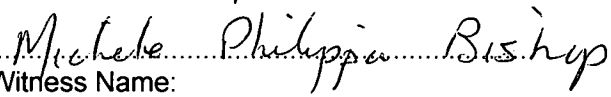
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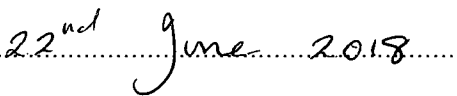
The Owner


.....
NICHOLAS PETER MCMAHON

In the presence of:


.....
Witness Signature


.....
Witness Name:


.....
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.

OA 13008134



10:27 23-Oct-2018
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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

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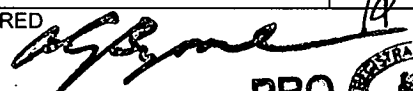

CORRECTION TO: CROWN SOLICITOR'S OFFICE CSOL 22

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
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**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

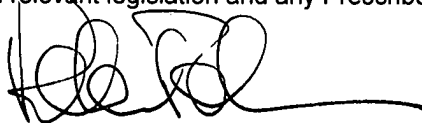
*The Prescribed Person has taken reasonable steps to verify the identity of the applicant.

*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

Orig: **E 12947371**



11:43 27-Jun-2018
3 of 3

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
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BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

431

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LODGED BY:

MPB7

CORRECTION TO: Prospect Conveyancing Pty Ltd GMS1

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
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Natasha

CORRECTION 09.07.2018	PASSED <i>MP</i>
REGISTERED 24 JUL 2018 <i>MPB7</i> REGISTRAR-GENERAL SOUTH AUSTRALIA	

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

Allotment ⁵⁷⁷357 in D118632 being portion of the land comprised in Certificate of Title Volume 6201 Folio 875

Now the whole of the land in CT 6208/338

ESTATE & INTEREST

ESTATE IN FEE SIMPLE

ENCUMBRANCER (Full name and address)

NICHOLAS PETER MCMAHON of PO Box 531 Brighton SA 5048

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

(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

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 547 in D116596;

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)(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..... 26/6/18

CERTIFICATION **Delete the inapplicable*

Encumbrancer(s)

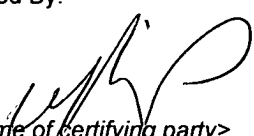
*The Prescribed Person has taken reasonable steps to verify the identity of the encumbrancer.

*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:


<Name of certifying party> Michele Philippa Bishop
<Capacity of certifying party> Registered Conveyancer
for: <Company name> Michele Philippa Bishop

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 25838)

on behalf of the Encumbrancee

Receipt No : 0002623248
Admin No : 82405 (89317)

Bishop Conveyancing
PO Box 218
PARK HOLME SA 5043

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

20 November, 2024

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 6208 Folio 338
Address 6 Almond 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
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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; 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

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To: michele@bishopconveyancing.com.au
Subject: PIR: 1003587702 Reference: 0002623248

Please note that any statement related to this property 6 ALMOND 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

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