

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 6180 Folio 373

Parent Title(s) CT 6176/747  
Creating Dealing(s) RTC 12594445  
Title Issued 14/09/2016 Edition 2 Edition Issued 21/02/2017

## Estate Type

FEE SIMPLE

## Registered Proprietor

LUKE DAVID ROSS  
OF 5 COACH HOUSE MEWS HILLBANK SA 5112  
80 / 100 SHARE

ELLEN CLYDE ROSS  
OF 5 COACH HOUSE MEWS HILLBANK SA 5112  
20 / 100 SHARE

## Description of Land

ALLOTMENT 1035 DEPOSITED PLAN 113451  
IN THE AREA NAMED SEAFORD MEADOWS  
HUNDRED OF WILLUNGA

## Easements

NIL

## Schedule of Dealings

Dealing Number	Description
12459366	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57A
12675868	ENCUMBRANCE TO LANDSA PTY. LTD. (ACN: 079 317 623)
12675869	MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)

## Notations

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

PURPOSE:		DIVISION		AREA NAME:		SEAFORD MEADOWS		APPROVED:			
MAP REF:		6527/16/M		COUNCIL:		CITY OF ONKAPARINGA		MATTHEW LETHBRIDGE 03/08/2016		D113451	
LAST PLAN:		D112604		DEVELOPMENT NO:		145/D292/10/003/45722		DEPOSITED:			
										SHEET 1 OF 8	
										50387_text_01_v05_Version_5	
AGENT DETAILS:		ALEXANDER & SYMONDS PTY LTD 1ST FLOOR 11 KING WILLIAM ST KENT TOWN SA 5067 PH: 81301666 FAX: 83620099			SURVEYORS CERTIFICATION:		I CRAIG BARWICK , a licensed surveyor do hereby certify - 1) That this plan has been made from surveys carried out by me or under my personal supervision and in accordance with the Survey Act 1992. 2) That the field work was completed on the 24th day of February 2016 3rd day of August 2016 Craig Barwick Licensed Surveyor				
AGENT CODE:		ALSY									
REFERENCE:		A0827047C2C(B)									
SUBJECT TITLE DETAILS:											
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER	
CT	6176	747		ALLOTMENT(S)	3517	D	112604	WILLUNGA			
OTHER TITLES AFFECTED:											
EASEMENT DETAILS:											
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF				CREATION	
EXTINGUISH	7108(WELSLEY LANE)	SERVICE	EASEMENT(S)	D IN D112604	FOR DRAINAGE PURPOSES	THE COUNCIL FOR THE AREA				223LG RPA	
EXISTING	3518	SERVICE	EASEMENT(S)	A(T/F).B	FOR ELECTRICITY SUPPLY PURPOSES	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)				223LG RPA	
NEW	7002(RESERVE)	SERVICE	EASEMENT(S)	E	FOR ELECTRICITY SUPPLY PURPOSES	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)				223LG RPA	
NEW	1198.7112(RESERVE)	SERVICE	EASEMENT(S)	F	FOR SEWERAGE PURPOSES	THE COUNCIL FOR THE AREA				223LG RPA	
NEW	7002(RESERVE). 7112(RESERVE)	SERVICE	EASEMENT(S)	C(T/F)	FOR ELECTRICITY SUPPLY PURPOSES	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)				223LG RPA	
NEW	1357	SHORT	EASEMENT(S)	G	PARTY WALL RIGHTS	H					
NEW	1704	SHORT	EASEMENT(S)	H	PARTY WALL RIGHTS	G					
NEW	1704	SHORT	EASEMENT(S)	J	PARTY WALL RIGHTS	K					



D113451

SHEET 2 OF 8

50387\_text\_01\_v05\_Version\_5

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
NEW	1705	SHORT	EASEMENT(S)	K	PARTY WALL RIGHTS	J	
NEW	1705	SHORT	EASEMENT(S)	L	PARTY WALL RIGHTS	M	
NEW	1707	SHORT	EASEMENT(S)	M	PARTY WALL RIGHTS	L	
NEW	1707	SHORT	EASEMENT(S)	N	PARTY WALL RIGHTS	P	
NEW	1708	SHORT	EASEMENT(S)	P	PARTY WALL RIGHTS	N	

ANNOTATIONS: PARTY WALLS ARE UNOCCUPIED



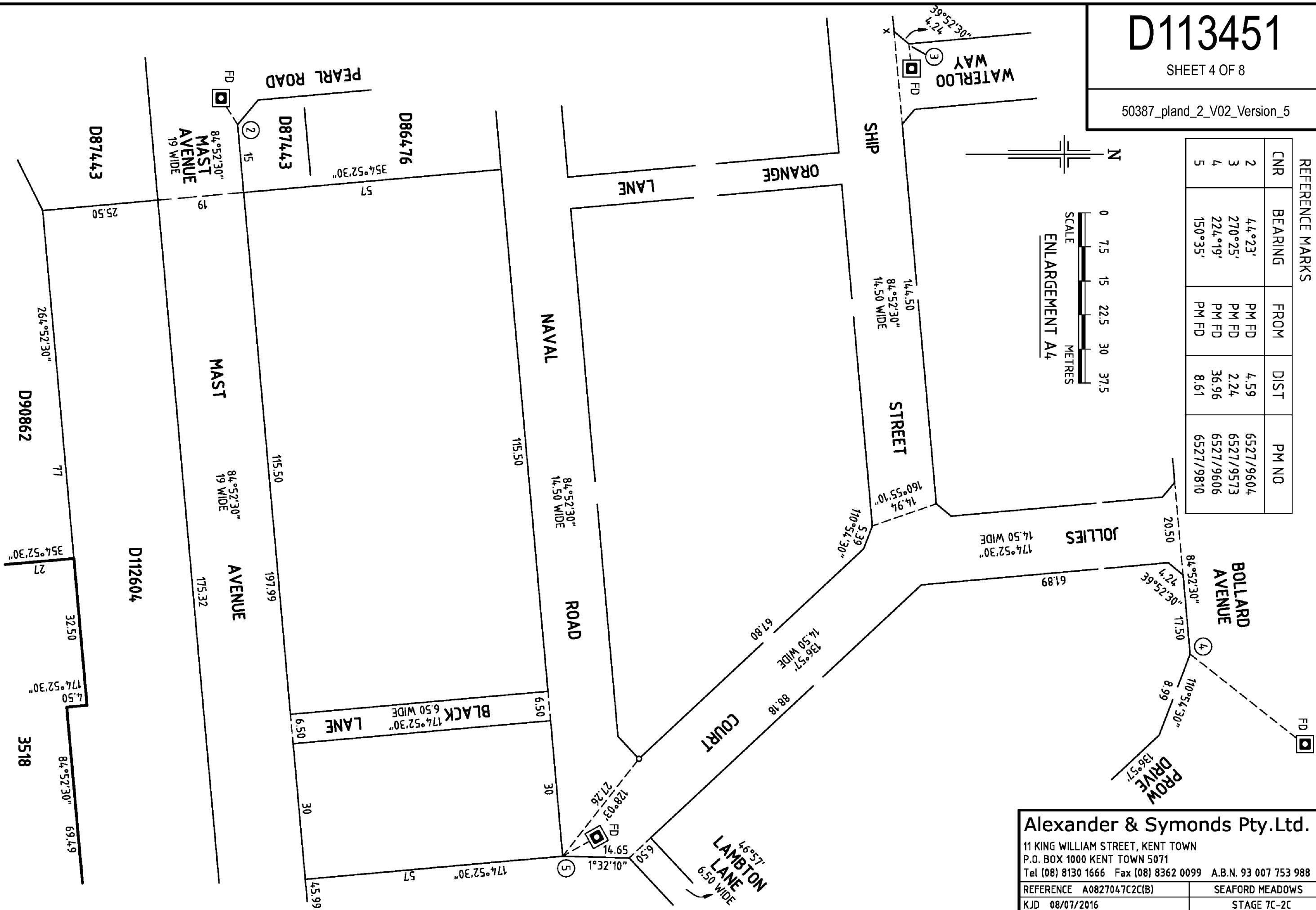
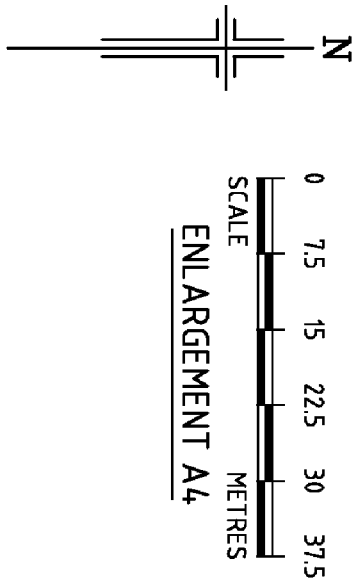


SHEET 4 OF 8

50387\_pland\_2\_V02\_Version\_5

REFERENCE MARKS				
CNR	BEARING	FROM	DIST	PM NO
2	44°23'	PM FD	4.59	6527/9604
3	270°25'	PM FD	2.24	6527/9573
4	224°19'	PM FD	36.96	6527/9606
5	150°35'	PM FD	8.61	6527/9810

## REFERENCE MARKS



**Alexander & Symonds Pty.Ltd.**

11 KING WILLIAM STREET, KENT TOWN

P.O. BOX 1000 KENT TOWN 5071

**Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988**

REFERENCE A0827047C2C(B)

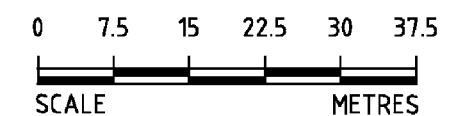
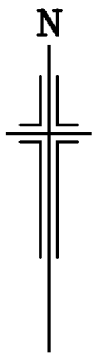
SEAFORD MEADOWS

KJD 08/07/2016

STAGE 7C-2C

SHEET 5 OF 8

50387\_pland\_3\_V02\_Version\_5



ENLARGEMENT A5

REFERENCE MARKS				
CNR	BEARING	FROM	DIST	PM NO
5	150°35'	PM FD	8.61	6527/9810
6	131°50'	PM	2.05	6527/9811

**Alexander & Symonds Pty.Ltd.**

11 KING WILLIAM STREET, KENT TOWN

P.O. BOX 1000 KENT TOWN 5071

Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A0827047C2C(B)

SEAFORD MEADOWS

KJD	08/07/2016
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## STAGE 7C-2C

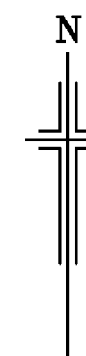
REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
7	193°58'	PM FD	12.08	6527/9721
8	17°17'	PM	4.05	6527/9737

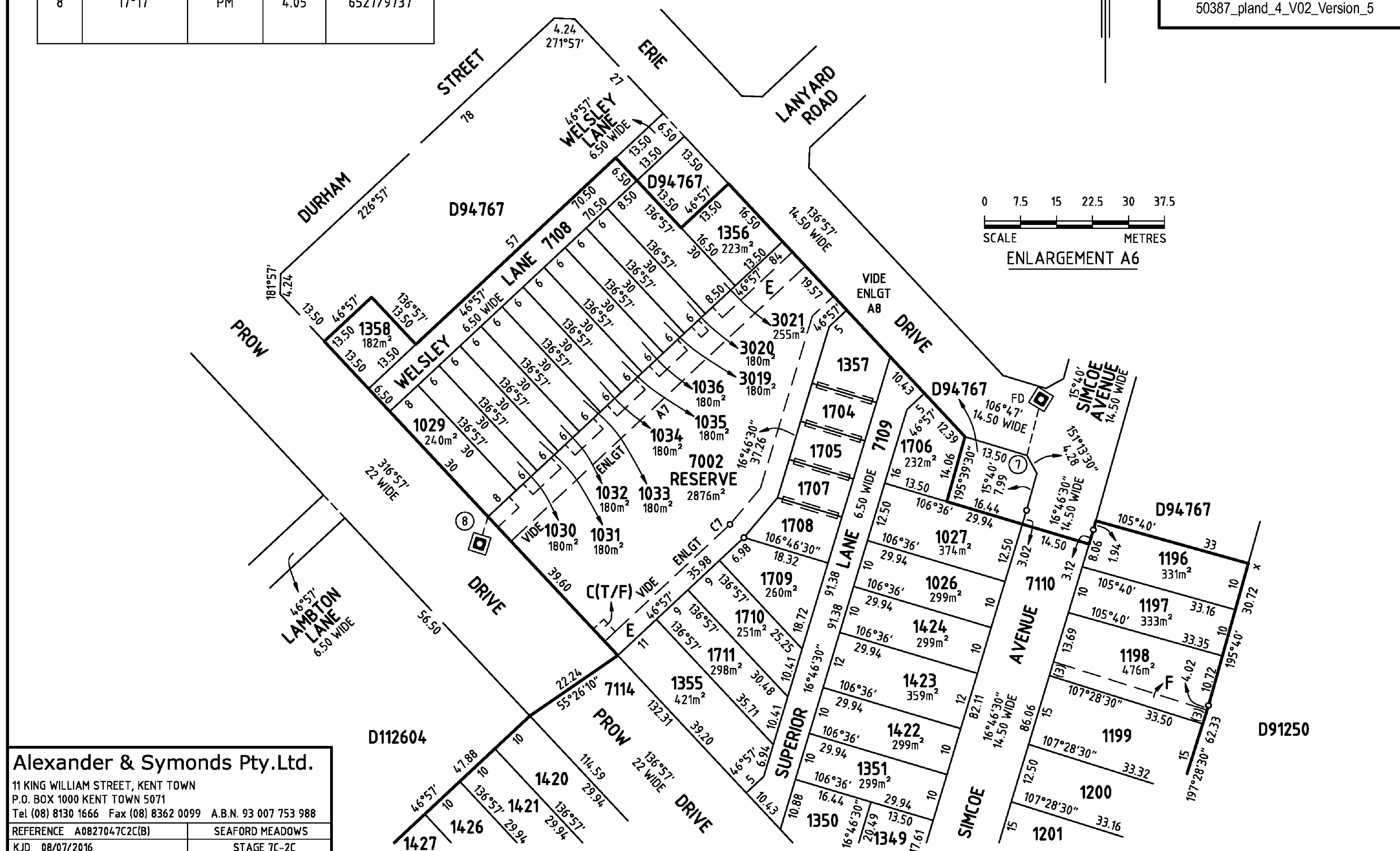
D113451

SHEET 6 OF 8

50387\_pland\_4\_V02\_Version\_5



ENLARGEMENT A6



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN  
P.O. BOX 1000 KENT TOWN 5071  
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A0827047C2C(B) SEAFORD MEADOWS  
KJD 08/07/2016 STAGE 7C-2C

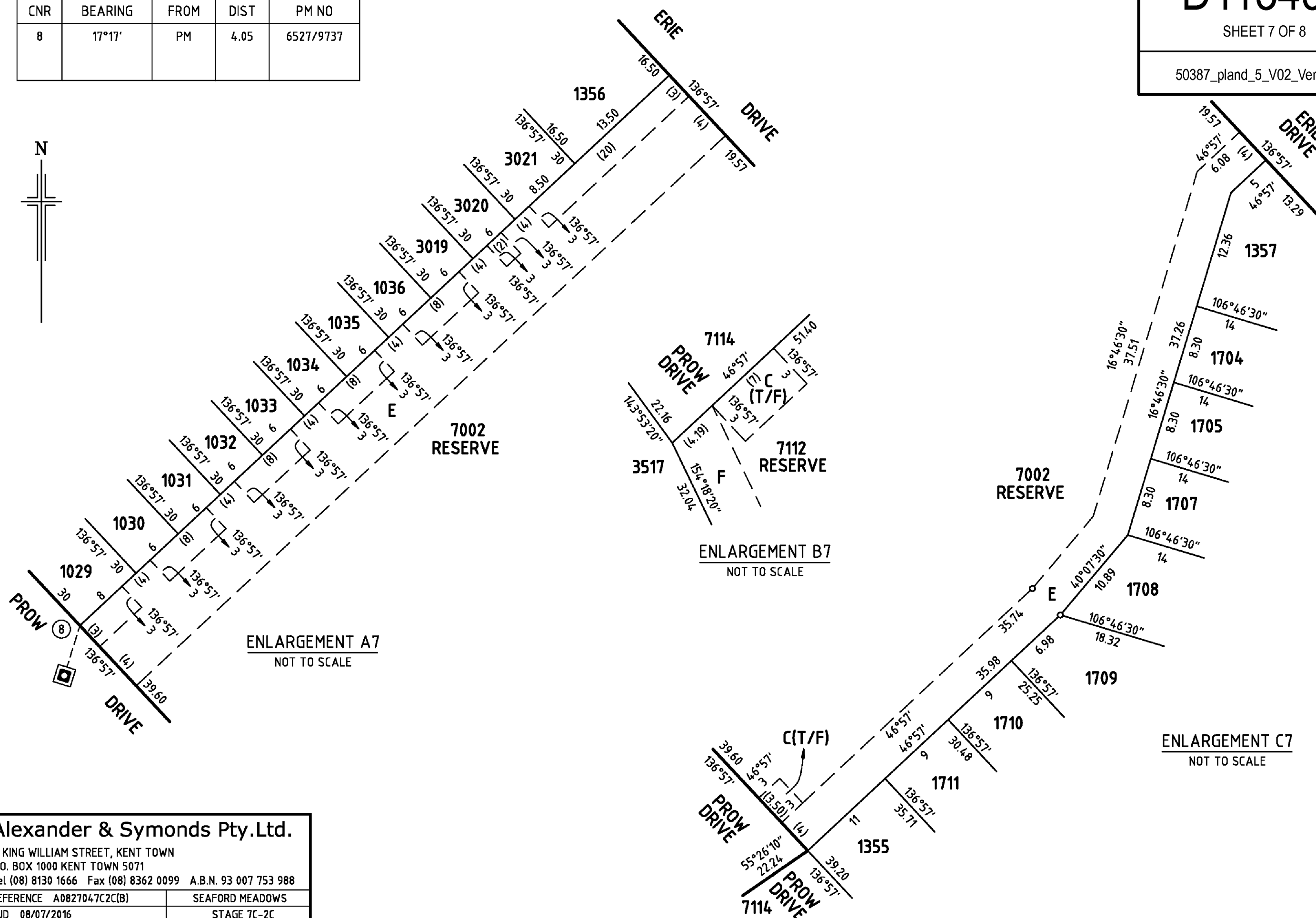
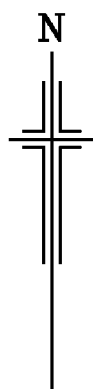
# REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
8	17°17'	PM	4.05	6527/9737

# D113451

SHEET 7 OF 8

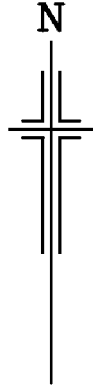
50387\_pland\_5\_V02\_Version\_5



**Alexander & Symonds Pty.Ltd.**

11 KING WILLIAM STREET, KENT TOWN  
P.O. BOX 1000 KENT TOWN 5071  
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

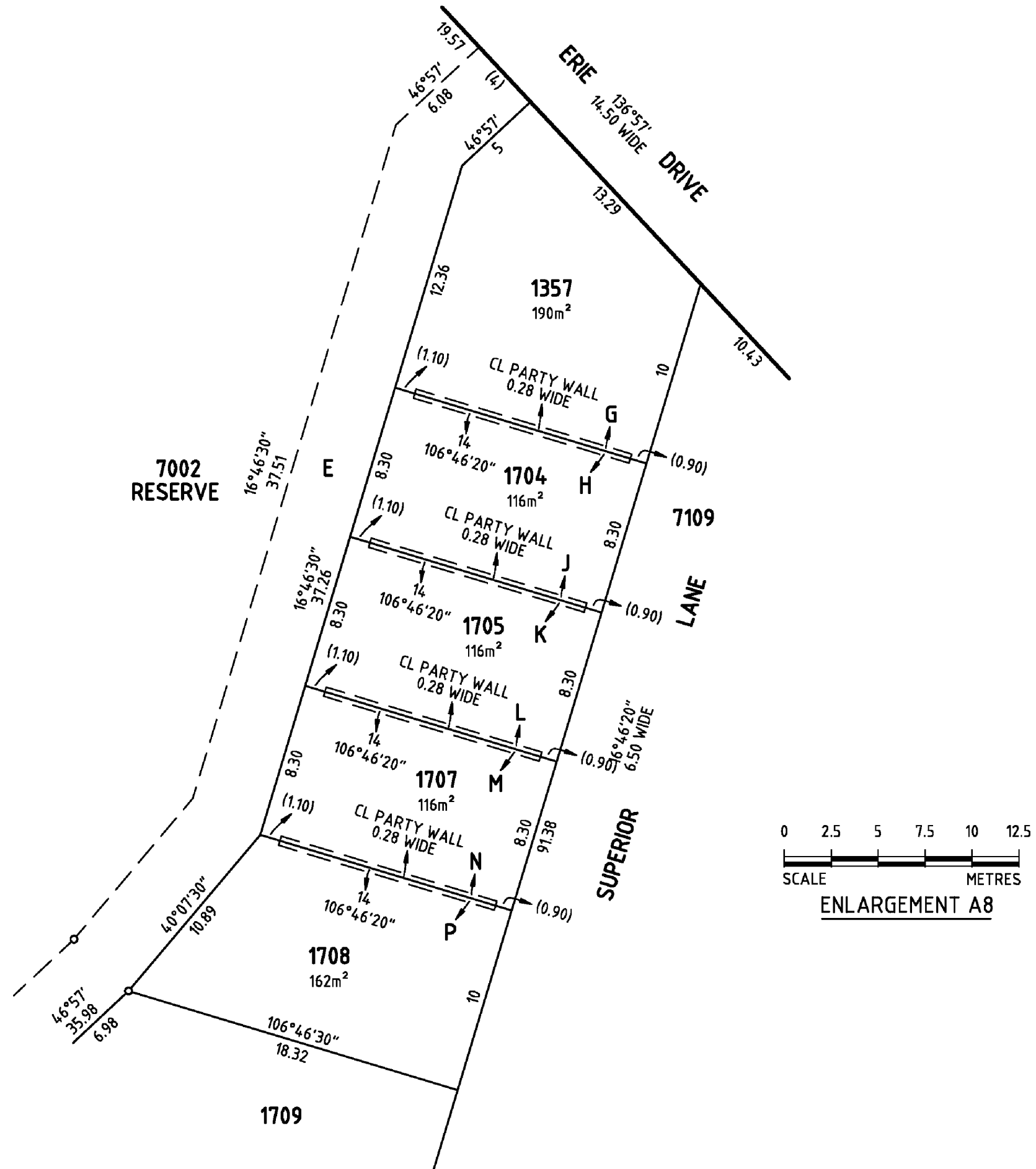
REFERENCE A0827047C2C(B)	SEAFORD MEADOWS
KJD 08/07/2016	STAGE 7C-2C



# D113451

SHEET 8 OF 8

50387\_pland\_6\_V03\_Version\_5



**Alexander & Symonds Pty.Ltd.**

11 KING WILLIAM STREET, KENT TOWN  
P.O. BOX 1000 KENT TOWN 5071  
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A0827047C2C(B)

SEAFORD MEADOWS

KJD 08/07/2016

STAGE 7C-2C



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: 2731774

FENTONS FORMS PTY LTD  
POST OFFICE BOX 298  
CHRISTIES BEACH SA 5165

DATE OF ISSUE

19/11/2025

**ENQUIRIES:**

Tel: (08) 8372 7534

Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)

**OWNERSHIP NUMBER**

1459468\*

**OWNERSHIP NAME**

L D & E C ROSS

**PROPERTY DESCRIPTION**

11 WELSLEY LANE / SEAFORD MEADOWS SA 5169

**ASSESSMENT NUMBER**

8613669694

**TITLE REF.**

(A "+" indicates multiple titles)

CT 6180/373

**CAPITAL VALUE**

\$465,000.00

**AREA / FACTOR**

R4  
1.000

**LAND USE / FACTOR**

RE  
0.400

**LEVY DETAILS:**

**FINANCIAL YEAR**

2025-2026

**FIXED CHARGE**

**+ VARIABLE CHARGE**

**- REMISSION**

**- CONCESSION**

**+ ARREARS / - PAYMENTS**

**= AMOUNT PAYABLE**

\$	50.00
\$	157.35
\$	94.70
\$	0.00
\$	-112.65
\$	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**

17/02/2026



**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**

**OFFICIAL: Sensitive**

**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](http://www.revenuesa.sa.gov.au)  
Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)  
Phone: (08) 8372 7534

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <p><b>Billers Code: 456285</b> <b>Ref: 7011414419</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p><b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the <b>Community Emergency Services Fund</b>, along with this <b>Payment Remittance Advice</b> to: <b>Please refer below.</b> <b>Revenue SA</b> <b>Locked Bag 555</b> <b>ADELAIDE SA 5001</b></p>
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**ACTION REQUIRED:** In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

**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: 2731774

**DATE OF ISSUE**

19/11/2025

FENTONS FORMS PTY LTD  
POST OFFICE BOX 298  
CHRISTIES BEACH SA 5165

**ENQUIRIES:**

Tel: (08) 8372 7534

Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)**OWNERSHIP NAME**

L D &amp; E C ROSS

**FINANCIAL YEAR**

2025-2026

**PROPERTY DESCRIPTION**

11 WELSLEY LANE / SEAFORD MEADOWS SA 5169

**ASSESSMENT NUMBER**

8613669694

**TITLE REF.**

(A "+" indicates multiple titles)

CT 6180/373

**TAXABLE SITE VALUE**

\$157,000.00

**AREA**

0.0180 HA

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

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

**Please Note:**

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

**ON OR BEFORE****17/02/2026****Government of  
South Australia**

See overleaf for further information

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**



**OFFICIAL: Sensitive**

**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](http://www.revenuesa.sa.gov.au)  
Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)  
Phone: (08) 8372 7534

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <b>Biller Code: 456293</b> <b>Ref: 7011414328</b>  Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> <small>© Registered to BPAY Pty Ltd ABN 69 079 137 518</small>	 <b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a>	  Send your cheque or money order, made payable to the <b>Commissioner of State Taxation</b> , along with this <b>Payment Remittance Advice</b> to: <b>Please refer below.</b> <b>Revenue SA</b> <b>Locked Bag 555</b> <b>ADELAIDE SA 5001</b>
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**ACTION REQUIRED:** In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.



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.

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/>.

SA Water advises this property is currently subject to an Encumbrance as at the date of issue of this certificate.

## South Australian Water Corporation

Name:  
L D & E C ROSS

Water & Sewer Account  
Acct. No.: 86 13669 69 4

Amount: \_\_\_\_\_

Address:  
11 WELSLEY LANE SEAFORD MEADOWS  
LT1035 D113451

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### Payment Options

**EFT**

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	8613669694



Biller code: 8888  
Ref: 8613669694

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](http://bpay.com.au)



Paying online

Pay online at [www.sawater.com.au/paynow](http://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: 8613669694



**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](http://sawater.com.au)

Our Ref: 674359  
Account No: 8613669694  
Enquiries: WATER INVESTIGATIONS  
Office Hours: 8:00am to 4:00pm  
Telephone: (08) 7424 1360  
Facsimile: (08) 7003 1360  
Date: 07/10/2018

**SOUTH AUSTRALIAN  
WATER CORPORATION**

SA Water House  
250 Victoria Square  
Adelaide SA 5000

GPO Box 1751  
Adelaide SA 5001

Telephone +61 8 1300 650 950

ABN 69 336 525 019

L D & E C ROSS  
5 COACH HOUSE MEWS  
HILLBANK SA 5112

### NOTICE OF RECYCLED WATER SUPPLY

You are hereby notified that a recycled water notice has been placed on the following property:

11 WELSLEY LANE SEAFORD MEADOWS SA 5169

In accordance with the SA Water Standard Customer Contract SA Water may require you to conduct inspections and audits of your plumbing system on a five-yearly basis or at transfer of ownership.

If you are selling the property, prior to settlement you are required to contact the above telephone number to make arrangements for a recycled water plumbing audit to be performed.

Yours Sincerely



\_\_\_\_\_  
(signed) For Chief Executive Officer

# Property Interest Report

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

Title Reference	CT 6180/373	Reference No. 2731774
Registered Proprietors	L D & E C*ROSS	Prepared 18/11/2025 12:06
Address of Property	11 WELSLEY LANE, SEAFORD MEADOWS, SA 5169	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	POST OFFICE BOX 1, NOARLUNGA CENTRE, SA 5168	

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

## Table of Particulars

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

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

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

### 1. General

- |     |                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                              |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| 1.1 | Mortgage of land<br><br><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<br>(whether over the land or annexed to the land)<br><br>Note--"Easement" includes rights of way and party wall rights<br><br><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<br><br><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<br>(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.)<br><br><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<br><br>also<br><br>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 has no record of any conditions that continue to apply, affecting this title

*[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 1967</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 has no record of any conditions that continue to apply, affecting this title  also  Contact the Local Government Authority for other details that might apply
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## 7. Emergency Services Funding Act 1998

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

8.1	section 59 - Environment performance agreement that is registered in relation to the land	<b>EPA (SA) will respond with details relevant to this item</b>
8.2	section 93 - Environment protection order that is registered in relation to the land	<b>EPA (SA) will respond with details relevant to this item</b>
8.3	section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land	<b>EPA (SA) will respond with details relevant to this item</b>
8.4	section 99 - Clean-up order that is registered in relation to the land	<b>EPA (SA) will respond with details relevant to this item</b>
8.5	section 100 - Clean-up authorisation that is registered in relation to the land	<b>EPA (SA) will respond with details relevant to this item</b>
8.6	section 103H - Site contamination assessment order that is registered in relation to the land	<b>EPA (SA) will respond with details relevant to this item</b>
8.7	section 103J - Site remediation order that is registered in relation to the land	<b>EPA (SA) will respond with details relevant to this item</b>
8.8	section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination)	<b>EPA (SA) will respond with details relevant to this item</b>



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
<b>9.</b>	<b><i>Fences Act 1975</i></b>	
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
<b>10.</b>	<b><i>Fire and Emergency Services Act 2005</i></b>	
10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor
<b>11.</b>	<b><i>Food Act 2001</i></b>	
11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
<b>12.</b>	<b><i>Ground Water (Qualco-Sunlands) Control Act 2000</i></b>	
12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title
<b>13.</b>	<b><i>Heritage Places Act 1993</i></b>	
13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title
<b>14.</b>	<b><i>Highways Act 1926</i></b>	
14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title
<b>15.</b>	<b><i>Housing Improvement Act 1940 (repealed)</i></b>	
15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title
<b>16.</b>	<b><i>Housing Improvement Act 2016</i></b>	

16.1	Part 3 Division 1 - Assessment, improvement or demolition orders	Housing Safety Authority has no record of any notice or declaration affecting this title
16.2	section 22 - Notice to vacate premises	Housing Safety Authority has no record of any notice or declaration affecting this title
16.3	section 25 - Rent control notice	Housing Safety Authority has no record of any notice or declaration affecting this title

## **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 | <b>A Land Tax Certificate will be forwarded.</b><br><b>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b><br><br><b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates</b><br><b><a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b> |
|------|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## **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
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## **25. *Native Vegetation Act 1991***

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

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

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

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

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

- 28.1 section 23(1) - Notice of contribution payable The Phylloxera and Grape Industry Board of South Australia has no vineyard registered against this title. However all properties with greater than 0.5 hectares of planted vines are required to be registered with the board

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

- 29.1 Part 5 - Planning and Design Code  
*[ Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- The Planning and Design Code (the Code) is a statutory instrument under the *Planning, Development and Infrastructure Act 2016* for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal:  
[https://plan.sa.gov.au/have\\_your\\_say/code-amendments/code\\_amendment\\_register](https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register) or phone PlanSA on 1800 752 664.
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation  
*[ Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*
- State Planning Commission in the Department for 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
- 29.3 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

### 31. ***Public and Environmental Health Act 1987 (repealed)***

31.1 Part 3 - Notice

Public Health in DHW has no record of any notice or direction affecting this title

also

Contact the Local Government Authority for other details that might apply

31.2 *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval

Public Health in DHW has no record of any condition affecting this title

also

Contact the Local Government Authority for other details that might apply

31.3 *Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)

Public Health in DHW has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

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

- |      |                                                                                                                                 |                                                                                                                                                                       |
|------|---------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 32.1 | section 66 - Direction or requirement to avert spread of disease                                                                | Public Health in DHW has no record of any direction or requirement affecting this title                                                                               |
| 32.2 | section 92 - Notice                                                                                                             | Public Health in DHW has no record of any notice affecting this title<br><br>also<br><br>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<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |

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

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

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

- |      |                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------|---------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 34.1 | Notice or order under the Act requiring payment of charges or other amounts or making other requirement | <b>An SA Water Certificate will be forwarded.<br/>If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950</b><br><br>also<br><br>The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title<br><br>also<br><br>Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.<br><br>also<br><br>Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.<br><br>also<br><br>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<br><br>also<br><br>Contact the vendor for these details<br><br>also<br><br>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<br>also<br>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<br>also<br><b>EPA (SA) will respond with details relating to items 3, 4 or 5 affecting this title</b><br>also<br>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> )                                      | This title falls outside the Dog Fence rateable area. Accordingly, the Dog Fence Board holds no current interest in relation to Dog Fence rates. |
| 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

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

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

- A well construction permit accompanied by the prescribed fee is required if a well/bore exceeding 2.5 meters is to be constructed. As the prescribed fee is subject to annual review, you should visit the webpage below to confirm the current fee
- A licensed well driller is required to undertake all work on any well/bore
- Work on all wells/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](mailto:DEWwaterlicensing@sa.gov.au).

## Certificate of Title

**Title Reference:** CT 6180/373  
**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 6180/373  
**Status:** CURRENT  
**Parent Title(s):** CT 6176/747  
**Dealing(s) Creating Title:** RTC 12594445  
**Title Issued:** 14/09/2016  
**Edition:** 2

## Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
03/02/2017	21/02/2017	12675869	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)
03/02/2017	21/02/2017	12675868	ENCUMBRANCE	REGISTERED	LANDSA PTY. LTD. (ACN: 079 317 623)
03/02/2017	21/02/2017	12675867	TRANSFER	REGISTERED	LUKE DAVID ROSS, ELLEN CLYDE ROSS
08/01/2016	08/02/2016	12459366	AGREEMENT	REGISTERED	CITY OF ONKAPARINGA

## Certificate of Title

**Title Reference** CT 6180/373  
**Status** CURRENT  
**Easement** NO  
**Owner Number** 1459468\*  
**Address for Notices** 5 COACH HOUSE MEWS HILLBANK, SA 5112  
**Area** 180m<sup>2</sup> (CALCULATED)

## Estate Type

Fee Simple

## Registered Proprietor

LUKE DAVID ROSS  
OF 5 COACH HOUSE MEWS HILLBANK SA 5112  
80 / 100 SHARE

ELLEN CLYDE ROSS  
OF 5 COACH HOUSE MEWS HILLBANK SA 5112  
20 / 100 SHARE

## Description of Land

ALLOTMENT 1035 DEPOSITED PLAN 113451  
IN THE AREA NAMED SEAFORD MEADOWS  
HUNDRED OF WILLUNGA

## Last Sale Details

**Dealing Reference** TRANSFER (T) 12675867  
**Dealing Date** 31/01/2017  
**Sale Price** \$91,000  
**Sale Type** CONSIDERATION AND PURSUANT TO A DEED OF ASSIGNMENT

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	12459366	CITY OF ONKAPARINGA
ENCUMBRANCE	12675868	LANDSA PTY. LTD. (ACN: 079 317 623)
MORTGAGE	12675869	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
8613669694	CURRENT	11 WELSLEY LANE, SEAFORD MEADOWS, SA 5169

## Notations

### Dealings Affecting Title

NIL

### Notations on Plan

NIL

### Registrar-General's Notes

NIL

### Administrative Interests

NIL

## Valuation Record

<b>Valuation Number</b>	8613669694
<b>Type</b>	Site & Capital Value
<b>Date of Valuation</b>	01/01/2025
<b>Status</b>	CURRENT
<b>Operative From</b>	01/07/2017
<b>Property Location</b>	11 WELSLEY LANE, SEAFORD MEADOWS, SA 5169
<b>Local Government</b>	ONKAPARINGA
<b>Owner Names</b>	ELLEN CLYDE ROSS LUKE DAVID ROSS
<b>Owner Number</b>	1459468*
<b>Address for Notices</b>	5 COACH HOUSE MEWS HILLBANK, SA 5112
<b>Zone / Subzone</b>	HDN - Housing Diversity Neighbourhood
<b>Water Available</b>	Yes
<b>Sewer Available</b>	Yes
<b>Land Use</b>	1230 - Row House
<b>Description</b>	6H CP
<b>Local Government Description</b>	Residential

## Parcels

Plan/Parcel	Title Reference(s)
D113451 ALLOTMENT 1035	CT 6180/373

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$157,000	\$465,000			
Previous	\$143,000	\$405,000			

## Building Details

Valuation Number	8613669694
Building Style	Two Storey Cottage/Townhouse
Year Built	2017
Building Condition	Very Good
Wall Construction	Cement Sheet; Weatherbrd; Log
Roof Construction	Colourbond
Equivalent Main Area	134 sqm
Number of Main Rooms	6

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

Telephone (08) 8384 0666

**Certificate No: S76632/2025**

**Property Information And Particulars**

In response to an enquiry pursuant to Section 7 of the

**The Land & Business (Sale & Conveyancing) Act, 1994**

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**TO:** Fentons Forms  
PO Box 298  
CHRISTIES BEACH SA 5165

**DETAILS OF PROPERTY REFERRED TO:**

ASSESSMENT NO	:	114560
VALUER GENERAL NO	:	8613669694
VALUATION	:	\$465,000.00
OWNER	:	Mr Luke David Ross & Mrs Ellen Clyde Ross
PROPERTY ADDRESS	:	11 Welsley Lane SEAFORD MEADOWS SA 5169
VOLUME/FOLIO	:	CT-6180/373
LOT/PLAN NUMBER	:	Allotment 1035 DP 113451
WARD	:	02 Mid Coast Ward

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Listed hereafter are the *MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES* in alphabetical order of *SCHEDULE 2*, Division 1 to which Council must respond according to *TABLE 1* of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994*.

In addition, Building Indemnity Insurance details are given, if applicable, pursuant to *SCHEDULE 2*, Division 2 to which Council must respond according to *TABLE 2* of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994*.

The information provided indicates whether any prescribed encumbrances exist on the land, which has been placed/imposed by, or is for the benefit of Council.

All of the prescribed encumbrances listed herein are answered solely in respect to a statutory function or registered interest of the Council, and do not infer any response to an enquiry on behalf of other persons or authorities.

Where a prescribed encumbrance requires a dual response, as described by *TABLE 1*, of *SCHEDULE 2*, of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT, 1994*, the enquirer should also refer a like enquiry to the Department for Transport Energy and Infrastructure.

Pursuant to the provisions of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALES AND CONVEYANCING) ACT, 1994*, Council hereby provides the following information in response to your enquiries:



## INFORMATION NOTE

### CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL'S AREA

*The information provided in this note is additional to, and not in substitution of, any information provided in response to your request for statutory search information. The response to your request, provided with this note, does not reference changes to planning policy affecting all South Australian Councils.*

#### **Development Act 1993 (repealed)**

##### *Section 42*

Condition (that continues to apply) of a development authorisation

YES

Application Number	145/2747/2016
Description	Two storey detached dwelling with balcony and garage
Decision	Approved
Decision Date	05 April 2017

##### Development Plan Consent Conditions

1. All development shall be completed and maintained in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. During construction and at all times thereafter, stormwater generated from the development shall be diverted away from all buildings, shall not pond against or near the footings and shall not be discharged or flow onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a council approved stormwater drainage system.
3. All plants, shrubs, trees and lawn and/or ground cover shall be maintained in good condition at all times and established prior to occupation of the development. Any seriously diseased, dying or dead vegetation shall be promptly replaced to the reasonable satisfaction of council.
4. A detailed stormwater management plan with supportive calculations is to be provided and endorsed by councils engineers prior to development approval being granted.
5. A detailed landscaping plan is to be provided and endorsed by council prior to development approval being granted.
6. The dwelling shall not be occupied until all necessary infrastructure has been provided to the site of the dwelling, including but not limited to a formed and sealed road and watertable, water supply and sewerage services, drainage/stormwater disposal and electricity services.
7. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
  - Prevent silt run-off from the land to adjoining properties, roads and drains.
  - Control dust arising from the construction and other activities, so as not to, in the opinion of council, be a nuisance to residents or occupiers on adjacent or nearby land
  - Ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site.
  - Ensure that all litter and building waste is contained on the subject site in a suitable covered bin or enclosure, and
  - Ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of council, to the occupiers of adjacent land.

##### Building Rules Consent Conditions

1. A copy of the Certificate(s) of Building (Housing) Indemnity Insurance in relation to domestic building work required under Section 34 of the Building Work Contractors Act, 1995 shall be provided to Council prior to work commencing on site  
**Development Regulations 2008, Regulation 21**
2. All footings along the side allotment boundaries shall be founded a minimum of 600mm into firm natural ground.

## **Planning Act 1982 (repealed)**

Condition (that continues to apply) of a development authorisation NO

## **Building Act 1971 (repealed)**

Condition (that continues to apply) of a development authorisation NO

## **Planning and Development Act 1966 (repealed)**

Condition (that continues to apply) of a development authorisation NO

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

### *Part 5 – Planning and Design Code*

#### **Zones**

Housing Diversity Neighbourhood (HDN)

#### **Subzones**

NO

#### **Zoning overlays**

##### **Overlays**

##### **Affordable Housing**

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

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

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

##### **Native Vegetation**

The Native Vegetation Overlay seeks to protect, retain and restore areas of native vegetation.

##### **Prescribed Water Resources Area**

The Prescribed Water Resources Area Overlay seeks to ensure the sustainable use of water in prescribed water resource areas.

##### **Prescribed Wells Area**

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

##### **Regulated and Significant Tree**

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

##### **Stormwater Management**

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

##### **Urban Tree Canopy**

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

Is the land situated in a designated State Heritage Place/Area? NO

Is the land designated as a Local Heritage Place? NO

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

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

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?

*Council does not have trees listed in Part 10 - Significant Trees of the Planning and Design Code. However, there may be regulated or significant tree(s) on the site as defined by the Planning and Code that would require approval for maintenance pruning or removal.*

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/>

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?

*The Property Interest Report available through [Land Services SA](#) provides information necessary for Conveyancers to complete the Vendor's Statement.*

Note - For further information about the Planning and Design Code visit <https://code.plan.sa.gov.au>

*Section 127*

Condition (that continues to apply) of a development authorisation NO

**Part 2—Items to be included if land affected**

**Development Act 1993 (repealed)**

*Section 50(1)*

Requirement to vest land in council to be held as open space NO

*Section 50(2)*

Agreement to vest land in council to be held as open space NO

*Section 55*

Order to remove or perform work NO

*Section 56*

Notice to complete development NO

*Section 57*

Land management agreement YES

A Land Management Agreement exists on this property. Please contact the Lands Titles Office (Land Services Group in the state government) for a copy.

Dealing 12459366 AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57A

*Section 69*

Emergency order NO

*Section 71 (only)*

Fire safety notice NO

*Section 84*

Enforcement notice NO

*Section 85(6), 85(10) or 106*

Enforcement Order NO

*Part 11 Division 2*

Proceedings NO

**Fire and Emergency Services Act 2005**

*Section 105F (or section 56 or 83 (repealed))*

Notice NO

*Section 56 (repealed)*

Notice issued NO

**Food Act 2001**

*Section 44*

Improvement notice *issued against the land* NO

*Section 46*

Prohibition order NO

**Housing Improvement Act 1940 (repealed)**

*Section 23*

Declaration that house is undesirable or unfit for human habitation NO

**Land Acquisition Act 1969**

*Section 10*

Notice of intention to acquire NO

**Local Government Act 1934 (repealed)**

*Notice, order, declaration, charge, claim or demand given or made under the Act* NO

**Local Government Act 1999**

*Notice, order, declaration, charge, claim or demand given or made under the Act* NO

Refer to separate attachment for Rates and Charges

**Local Nuisance and Litter Control Act 2016**

*Section 30*

Nuisance or litter abatement notice *issued against the land* NO

**Planning, Development and Infrastructure Act 2016**

*Section 139*

Notice of proposed work and notice may require access NO

*Section 140*

Notice requesting access NO

*Section 141*

Order to remove or perform work NO

*Section 142*

Notice to complete development NO

*Section 155*

Emergency order NO

*Section 157*

Fire safety notice NO

*Section 192 or 193*

Land Management Agreements NO

*Section 198(1)*

Requirement to vest land in a council or the Crown to be held as open space NO

<i>Section 198(2)</i> Agreement to vest land in a council or the Crown to be held as open space	NO
<i>Part 16 - Division 1</i> Proceedings	NO
<i>Section 213</i> Enforcement notice	NO
<i>Section 214(6), 214(10) or 222</i> Enforcement order	NO

## **Public and Environmental Health Act 1987 (repealed)**

<i>Part 3</i> Notice	NO
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) revoked</i> Part 2 – Condition (that continues to apply) of an approval	NO
<i>Public and Environmental Health (Waste Control) Regulations 2010 revoked</i> Regulation 19 - Maintenance order (that has not been complied with)	NO

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

<i>Section 92</i> Notice	NO
<i>South Australian Public Health (Wastewater) Regulations 2013</i> Part 4 – Condition (that continues to apply) of an approval	NO

<b>Particulars of building indemnity insurance</b> Details of Building Indemnity Insurance still in existence for building work on the land	NO
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## **Particulars relating to environment protection**

<i>Further information held by council</i> 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 <i>Development Act 1993</i> ) or the <i>Planning, Development and Infrastructure Act 2016</i> ?	NO
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### **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 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.

## General

### *Easement*

NO

Does a Council drainage easement exist? – Refer to Certificate of Title of subdivision plans (ie Deposited Plans, Community Plans, File Plans etc) for details of easements in the interests of other State Departments or Agencies).

Are you aware of any encroachment on the Council easement?

NO

### *Lease, agreement for lease, tenancy agreement or licence*

(The information does not include the information about sublease or subtenancy.

NO

The purchaser may seek that information from the lessee or tenant or sublessee or subtenant.)

### *Caveat*

NO

## Other

*Charge for any kind affecting the land (not included in another item)*

NO

### ***PLEASE NOTE:***

*The information provided is as required by The Land and Business (Sale and Conveyancing) Act 1994. The information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.*

This statement is made the 21 November 2025

Thomas Caiapich  
Project Officer – Development Support  
**AUTHORISED OFFICER**

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LOCAL GOVERNMENT RATES SEARCH

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**TO:** Fentons Forms  
PO Box 298  
CHRISTIES BEACH SA 5165

24 November 2025

**DETAILS OF PROPERTY REFERRED TO:**

Property ID : 79577  
Valuer General No : 8613669694  
Valuation : \$465,000.00  
Owner : Mr Luke David Ross & Mrs Ellen Clyde Ross  
Property Address : 11 Welsley Lane SEAFORD MEADOWS SA 5169  
Volume/Folio : CT-6180/373  
Lot/Plan No : Allotment 1035 DP 113451  
Ward : 02 Mid Coast Ward

---

Pursuant to Section 187 of the Local Government Act 1999, I certify that the following amounts are due and payable in respect of and are a charge against the above property.

Opening balance (as of 30 Jun 2025) including rates, fines and interest, \$0.00  
and/or Block Clearing Charges

Postponed Amount in Arrears \$0.00

**Rates for the current 2025-2026 Financial Year applicable from 01 July 2025:**

**Total Rates Levied 2025-2026 \$1,584.32**

Less Council Rebate. The Council Rebate ceases on sale and a pro-rata \$0.00  
calculation will apply to the date of sale

Fines and interest charged in the current financial year (2% fine when rates first \$0.00  
become overdue and interest applied per month thereafter at LGA-prescribed rate)

Postponed Interest \$0.00

Less paid current financial year -\$1,584.32

Overpayment \$0.00

Legal Fees (current) \$0.00

Legal Fees (arrears) \$0.00

Refunds, Rates Remitted, Small Balance Adjustments or Rate Capping \$0.00  
Rebate

Balance - rates and other monies due and payable \$0.00

Property Related Debts \$0.00

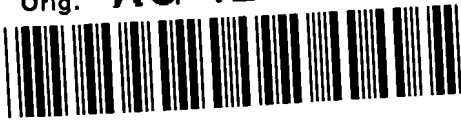
**BPAY Biller Code:** 421503**TOTAL BALANCE****\$0.00****Ref:** 1401940795770**AUTHORISED OFFICER**

This statement is made the 24 November 2025

Haylie Thomas

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

Orig. **AG 12459366**



12:15 08-Jan-2016  
1 of 1

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Prefix
AG
Series No.

**BELOW THIS LINE FOR AGENT USE ONLY**

CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1886

  
\_\_\_\_\_  
Registered Conveyancer  
Geoffrey Stevens

AGENT CODE

Lodged by:

GMS1

Correction to:

GMS1

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

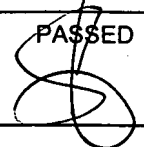
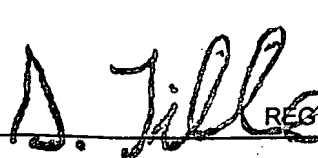
1. CT 6147/318  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_


PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

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

ITEM(S)	AGENT CODE
CT 6147/318	GMS1

CORRECTION	PASSED 
REGISTERED	8 FEB 2016  pro






## LAND MANAGEMENT AGREEMENT

**CITY OF ONKAPARINGA** of PO Box 1, Noarlunga Centre SA 5168 (the *Council*) has entered into the attached Land Management Agreement dated the 13<sup>th</sup> day of July 2015 (the *Agreement*) with **LANDSA PTY LTD** ACN 079 317 623 of 4 undivided 10<sup>th</sup> parts and **FAIRMONT HOMES GROUP PTY LTD** ACN 110 542 553 of 3 undivided 10<sup>th</sup> parts and **MSP PROPERTY HOLDINGS PTY LTD** ACN 110 753 707 of 3 undivided 10<sup>th</sup> parts, all of 21-24 North Terrace, Adelaide, SA 5000, (together *Owner*) pursuant to Section 57A(1) of the *Development Act 1993* (the *Act*).

**NOW THEREFORE** the Council applies pursuant to Section 57A(1) of the Act to note the Agreement against the Land.

EXECUTED UNDER DELEGATED AUTHORITY )  
by )  
CHIEF EXECUTIVE OFFICER of CITY OF )  
ONKAPARINGA )

  
.....  
Name: **Alison Hancock**  
Chief Executive Officer (Acting)

FINLAYSONS

## **Land Management Agreement**

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**City Of Onkaparinga**

**and**

**LandSA Pty Ltd ACN 079 317 623**

**and**

**Fairmont Homes Group Pty Ltd ACN 110 542 553**

**and**

**MSP Property Holdings Pty Ltd ACN 110 753 707**

81 Flinders Street, Adelaide  
South Australia 5000

Telephone +61 8 8235 7400  
Facsimile +61 8 8232 2944

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

GPO Box 1244, Adelaide  
South Australia 5001

DX152 Adelaide

Our Ref      ALS:416368/61

THIS AGREEMENT is made the 13<sup>th</sup> day of July

2015

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

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

**RECITALS:**

- A. The Owner is the registered proprietor of an estate in fee simple in the whole of the land comprised in Allotment 3515 in Deposited Plan 94767 in Certificate of Title Register Book Volume 6147 Folio 318, located at Seaford Meadows SA (hereinafter the *Land*).
- B. By Development Application numbered DA 145/8292/2010 the (the *Application*), Land SA sought from the Council Development Plan consent, land division consent and development approval under the *Development Act 1993* (the *Act*) to divide the Land in accordance with the plan of division attached in Annexure A to this Agreement (the *Plan of Division*) to create primarily residential allotments (the *Allotments*) together with reserves and roads (the *Development*).
- C. This Agreement relates to Stages 7C-2 and 7C-3 as outlined on the Plan of Division and its obligations replace those in the Land Management Agreement registered against the above mentioned Certificate of Title dated 6 August 2013.
- D. The Acoustic Allotments form part of Stage 7C-3 and will be located adjacent to or in close proximity to the existing fuel/safety shop, the petrol/service station and/or the fire service.
- E. This Agreement relates to matters that the parties consider relevant to the Development, in particular:
  - (i) ensuring that all future dwellings constructed on the Acoustic Allotments are constructed with and maintain appropriate noise mitigation measures; and
  - (ii) ensuring that all Buildings erected on any of the Allotments are constructed with a Lilac Reticulation Network to enable connection to the Pipeline System through which Reclaimed Water can be supplied; and
  - (iii) ensuring that groundwater is not extracted from beneath the Land or used to service the Land or Buildings on the Land.
- F. Pursuant to the provisions of Section 57A(1) of the Act the Owner has agreed with the Council to enter into this Agreement as a Land Management Agreement to agree matters relating to the development management preservation and conservation of the Land.

**NOW THIS AGREEMENT WITNESSES as follows:**

**1. Interpretation**

1.1 The parties acknowledge that the matters recited above are true and accurate and agree that they form part of the terms of this Agreement.

1.2 In the interpretation of this Agreement unless the context otherwise requires:

- (a) *Acoustic Allotment* means those Allotments numbered 1330 to 1341 (inclusive) in the Plan of Division which forms Annexure A to this Agreement, and includes any part of any such Allotment;
- (b) *Acoustic Report* means the Vipac Engineers and Scientists Ltd Consulting Engineers Report dated 1 December 2014, titled *Seaford Meadows Stage 7C Environmental Acoustics*, and which forms Annexure B to this Agreement;
- (c) *Buildings* means all buildings and structures (except for domestic outbuildings and other structures of such a kind which would not normally incorporate a reticulated water supply) on an Allotment;
- (d) *Consumer Access Point* means the point on the boundary of each of the Allotments at which the Pipeline System is intended to deliver Reclaimed Water to that allotment;
- (e) *Council* includes any employee or agent of the Council authorised by the Council;
- (f) *Land* means the whole or any part or parts of the Land comprised in Certificate of Title Register Book Volume 6147 Folio 318 as outlined in red on the plan attached at Annexure C;
- (g) *Licensed Water Entity* means the South Australian Water Corporation or such other entity licensed to provide water retail services to the Land under the *Water Industry Act 2012* (SA);
- (h) *Lilac Reticulation Network* has the meaning given in clause 2.2 of this Agreement;
- (i) *Minimum Acoustic Treatment Requirements* means the acoustic treatment described in clause 2.4(b) of this Agreement;
- (j) *Noise Barrier* means the noise barriers to be constructed by the Owner in accordance with clause 2.4(a) of this Agreement;
- (k) *Owner's Infrastructure* means any infrastructure on the Land which impacts in any way the Lilac Reticulation Network;
- (l) *Pipeline System* means the distribution network which is owned by a Licensed Water Entity and through which the Licenced Water Entity distributes Reclaimed Water to the Allotments, including any allotments which are created on the Land in the future, at the Consumer Access Points;
- (m) *Reclaimed Water* means the water treated to an appropriate quality as defined in the Reclaimed Water Guidelines for use within the Allotments for toilet flushing and external irrigation;

- (n) *Reclaimed Water Guidelines* means the South Australian Recycled Water Guidelines 2012 which may be updated from time to time;
- (o) words and phrases used in this Agreement which are defined in the Act or in the *Development Regulations 2008* (the *Regulations*) made under the Act will have the meanings ascribed to them by the Act or the Regulations as the case may be;
- (p) references to any statute or subordinate legislation will include all statutes and subordinate legislation amending, consolidating or replacing the statute or subordinate legislation referred to;
- (q) the term *Owner* where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes their heirs, executors, administrators and transferees and where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons being registered or entitled to be registered as the proprietor of any estate in fee simple to the Land or to each and every one of all separate allotments into which the Land may be divided after the date of this Agreement subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Certificate of Title thereof;
- (r) the term *person* includes a corporate body, partnership, association, government body or other entity;
- (s) any term which is defined in the statement of the names and descriptions of the parties or in the Recitals has the meaning there defined;
- (t) words importing the singular number or plural number are deemed to include the plural number and the singular number respectively;
- (u) words importing any gender include every gender; and
- (v) where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they are bound jointly and each of them severally.

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

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

## **2. Owner's Obligations**

The Owner hereby agrees that:

### **2.1 Reclaimed Water**

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

Allotments, and all Buildings are connected to the Pipeline System, at the time of creation.

- (b) The Owner must ensure that all Buildings as are connected to the Pipeline System prior to the occupation of any such Building.
- (c) The Owner must, at the Council's request, provide to the Council or such other statutory body nominated by the Council (acting under statutory or contractual authority or by law or regulations as part of the proposed Development), such information about the Owner's Infrastructure as is reasonably requested of it.
- (d) The Owner acknowledges that there may be period during which Reclaimed Water is not available to be supplied to the Land through the Pipeline System.

## **2.2 Lilac Reticulation Network**

- (a) In this Agreement, "Lilac Reticulation Network" means a water reticulation network which is designed and constructed on the Land to enable Reclaimed Water distributed from the Pipeline System to be used for external irrigation and toilet flushing on the Land, while complying with all necessary Australian Standards and regulatory requirements.
- (b) For the purposes of this Agreement, the Lilac Reticulation Network will only be deemed to be completed when the Owner gives written notice to the Council that the Lilac Reticulation Network has been activated by the Licensed Water Entity to the Consumer Access Point.
- (c) The Owner agrees that prior to occupation of any Building on an Allotment, all Buildings, must be connected to the Pipeline System by the Lilac Reticulation Network.

## **2.3 Further Development – Reclaimed Water**

No development may occur on the Land, other than development which occurs concurrently with the construction and installation of the Lilac Reticulation Network, before the Lilac Reticulation Network is completed in accordance with clause 2.2(b). The Owner acknowledges that any such development will result in the Owner being in breach of this Agreement and the Act.

## **2.4 Acoustic Allotment Obligations**

### **(a) Noise Barrier**

- (i) The Owner must, prior to making any application to the Development Assessment Commission under section 51 of the Development Act 1993, in relation to the Acoustic Allotment (or any Allotment(s) forming a part of the Acoustic Allotment), construct (or cause to be constructed) a Noise Barrier in accordance with the recommendations in the Acoustic Report and this clause 2.4(a).
- (ii) The Noise Barrier must be constructed to a height of 3.5 metres and must be constructed as a continuous barrier, with no gaps between adjacent barrier panels and no gaps between the bottom of the

barrier and the ground, and with all interfaces sealed along its length.

- (iii) The Noise Barrier must be constructed in the location shown in the Plan of Division in Annexure A (as provided for in full detail in the Acoustic Report), being the length of the boundary of allotments 1330 - 1331 inclusive.
- (iv) The Noise Barrier must be constructed of 9mm-thick compressed cement fibre sheeting, or an alternative material as required structurally such as masonry, concrete pre-cast panels, sheet metal cladding or timber in tongue and groove configuration, provided that the density of the material used for the construction of the Noise Barrier is no less than 5kg/m<sup>2</sup>
- (v) The Noise Barrier must be treated with an anti-graffiti coating to facilitate easy removal of graffiti, to the reasonable satisfaction of the Council.

(b) **Acoustic Treatment**

Subject to clause 2.4(c), the Owner must ensure that any dwelling erected on an Acoustic Allotment is designed and constructed so as to incorporate at a minimum the following acoustic treatment (in conformity with the recommendations in the Acoustic Report):

- (i) external walls of brick veneer construction, with a minimum 10mm flush plasterboard internally on studs and cavity insulation of 50mm, 14kg/m<sup>3</sup> fibreglass insulation;
- (ii) for ground and first floor bedrooms and living areas with windows facing Seaford Road, all such operable windows should be constructed of a minimum 6.38mm laminated glass with acoustic seals;
- (iii) glazing of all other windows should be constructed of a minimum 5mm thick float glass;
- (iv) roof/ceiling construction to be of tiled or sheet metal roof cladding with thermal insulation and ceiling of a minimum 10mm thick flush plasterboard with 100mm, 38kg/m<sup>3</sup> fibreglass ceiling overlay.

**2.5 Ability to Exceed Minimum Acoustic Treatment Requirements**

Nothing in clause 2.4 prevents the Owner from developing a dwelling on an Acoustic Allotment that incorporates features into its design and construction that exceed the acoustic treatment effects of the Minimum Acoustic Treatment Requirements.

**2.6 Maintain And Not Damage Or Remove**

Each owner of an Acoustic Allotment (being the Owner of those Allotments for the purposes of this Agreement) must, to the reasonable satisfaction of the Council, maintain in good repair, and not damage or remove:

- (a) the Noise Barrier to the extent that the Noise barrier is coincident with the boundary of the Acoustic Allotment owned by the owner; and

- (b) the acoustic treatment incorporated (in accordance with clause 2.4) into a dwelling on an Acoustic Allotment owned by the owner.

## **2.7 Groundwater**

- (a) The Owner of an Allotment in Stages 7C-2 and/or 7C-3, agrees not to, nor to cause or permit any other person to, extract groundwater from beneath the Land for use on the Land or otherwise.

## **3. Restriction On Leasing And Other Dealings**

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

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

- 3.2 Where a person ceases to be an Owner, such person ceases to be a party to this Agreement, but without prejudice to rights or obligations already accrued.

- 3.3 The Owner warrants and represents that all persons with a legal interest in the Land at the date of this Agreement consent to the Owner entering into this Agreement.

## **4. Council's Powers**

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

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

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

- 4.3 If in a notice referred to in clause 4.2 the Council requires the removal of the building or structure from the Land the Council and its servants or agents are authorised and empowered by the Owner to enter and remove the building or structure from the Land and to dispose of it in any manner determined by the Council provided that if the building or structure has any monetary value then



the Council must use its best endeavours to realise that monetary value and must after the disposal account to the Owner and pay to the Owner the realised value less all expenses incurred.

- 4.4 The Council may delegate any of its powers under this Agreement to any person.
- 4.5 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.

## **5. Variation And Waiver**

- 5.1 This Agreement may not be varied except by a supplementary agreement signed by the Council and the Owner.
- 5.2 The Council may waive compliance by the Owner with the whole or any part of the obligations on the Owner's part contained in this Agreement provided that no such waiver is effective unless expressed in writing and signed by the Council.
- 5.3 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.
- 5.4 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.

## **6. Notices**

- 6.1 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.
- 6.2 A notice is deemed to be received:
  - (a) if hand delivered, on delivery; and
  - (b) if sent by pre-paid post, two business days after posting.
- 6.3 If two or more people comprise a party, providing a notice to one is effective as notice to all.

## **7. Costs**

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

## **8. Operation And Application Of The Agreement**

- 8.1 Upon execution, this Agreement is effective as a deed.
- 8.2 The parties intend that this Agreement will be effective as a Land Management Agreement pursuant to 57A(1) of the Act upon being registered under the Real Property Act 1886 as a note against the instrument of title to the Land.

- 8.3 This Agreement will not operate until and unless the Owner receives development approval for the Application.

**9. Registration Of This Agreement**

Each party must do all things and execute all documents as may be necessary to ensure that as soon as possible after the execution of this Agreement by all necessary parties, this Agreement is registered and a memorial noted on the Certificate of Title for the Land pursuant to the provisions of Section 57A(14) of the Act.

**10. Governing Law**

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

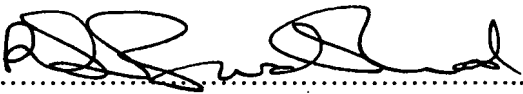
**11. General Provisions**

- 11.1 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable in law then the parties must request and direct such court to sever such provision from this Agreement.
- 11.2 This Agreement contains the whole agreement between the parties in respect of its subject matter.

## REGISTERED INTEREST HOLDER CONSENT

*URBAN RENEWAL AUTHORITY (ABN 86 832 349 553) of Level 9 West, Riverside Centre, North Terrace, South Australia 5000 who has a legal interest in the Land by virtue of Memorandum of Encumbrance Registration number 11787665 hereby consents to the Owner entering into this Land Management Agreement.*

SIGNED by



Signature

Robert Simon Charles Buckland

Name

Director, Asset Management

Position

## REGISTERED INTEREST HOLDER CONSENT

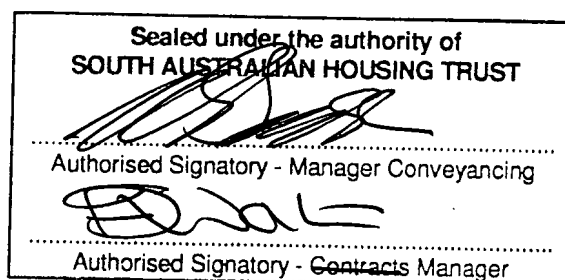
**SOUTH AUSTRALIAN HOUSING TRUST (ABN 17 545 435 789)** of Level 9 West, Riverside Centre, North Terrace, South Australia 5000 who has a legal interest in the Land by virtue of Memorandum of Encumbrance Registration number 11787665 hereby consents to the Owner entering into this Land Management Agreement.

SIGNED by

.....  
Signature

.....  
Name

.....  
Position



Sales & Acquisitions



**EXECUTED** as an Agreement.

**EXECUTED** under delegated Authority  
by **MARK DOWD**, Chief Executive Officers  
of **THE CITY OF ONKAPARINGA**:

.....  
Mark Dowd  
Chief Executive Officer

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

.....  
Director

.....  
DAVID PICKARD

.....  
Name of Director

.....  
Director or Secretary

.....  
BRETT GRAHAM

.....  
Name of Director of Secretary

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

.....  
Director

.....  
DAVID PICKARD

.....  
Name of Director

.....  
Director or Secretary

.....  
BRETT GRAHAM

.....  
Name of Director of Secretary

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

.....  
Director

.....  
Mark Pickard

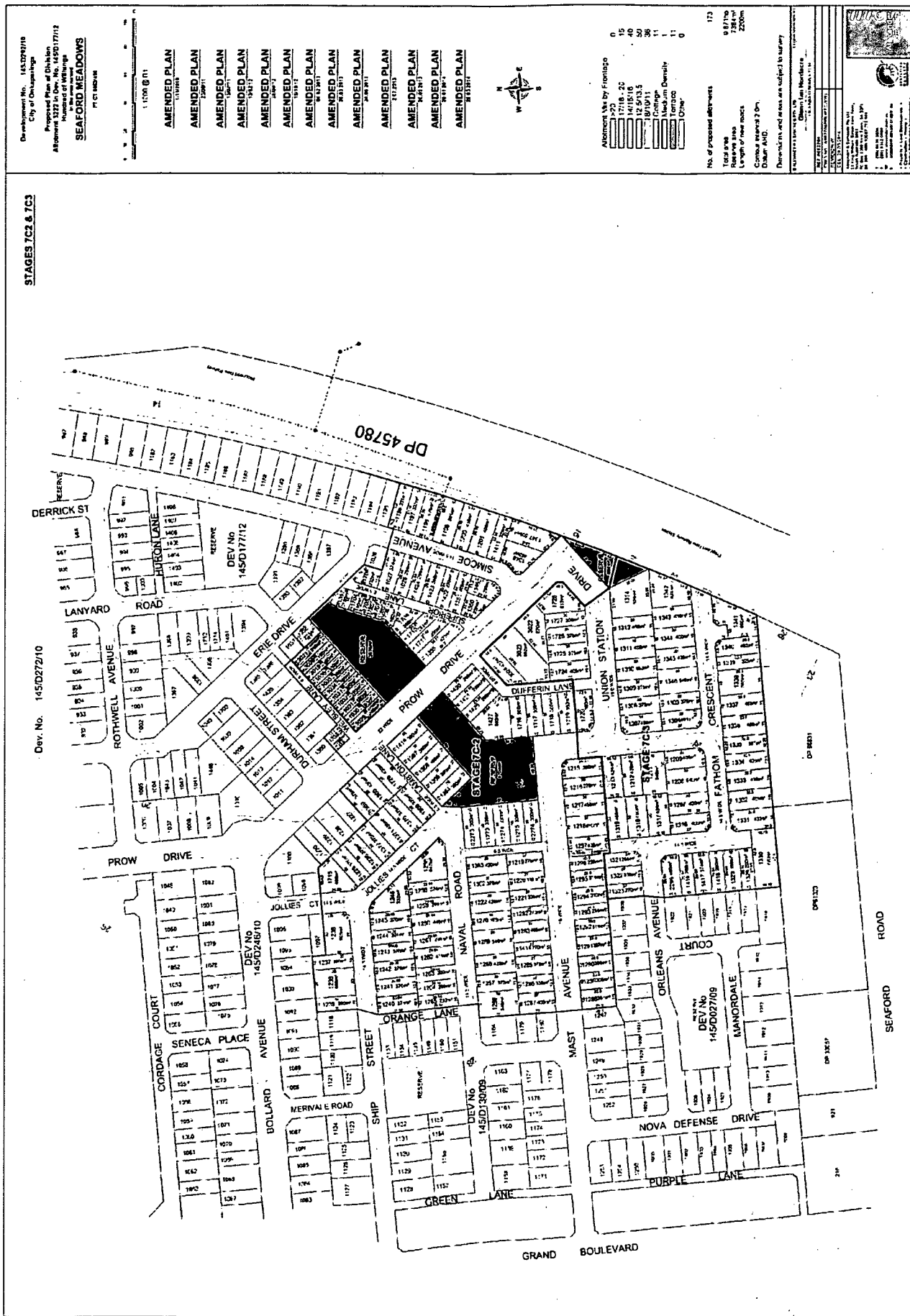
.....  
Name of Director

.....  
Director or Secretary

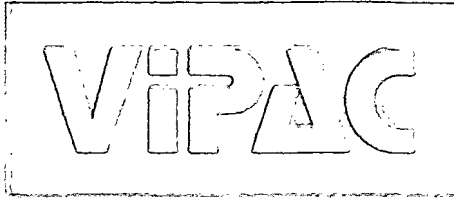
.....  
Name of Director of Secretary

## ANNEXURE A

### Plan



**ANNEXURE B**  
**Acoustic Report**



**Vipac Engineers & Scientists Ltd.**

17-19 King William Street, Kent Town, SA 5067, Australia

PO Box 2419, Kent Town, SA 5067, Australia

t. +61 8 8362 5445 | f. +61 8 8362 0793 | e. [adelaide@vipac.com.au](mailto:adelaide@vipac.com.au)

w. [www.vipac.com.au](http://www.vipac.com.au) | A.B.N. 33 005 453 627 | A.C.N. 005 453 627

TMK Consulting Engineers

105 Waymouth Street

Adelaide, South Australia, 5000, Australia

1 Dec 2014

Ref: 50B-12-0113-TRP-796265-5

Dear Sir,

**Re: Seaford Meadows Stage 7C-Env Acoustics**

Vipac Engineers and Scientists Ltd. was engaged to undertake an environmental noise assessment of existing noise sources on the proposed Seaford Meadows Stage 7C residential subdivisions at Seaford Meadows, South Australia. Stage 7C consists of three sub-stages – 7C-1, 7C-2 and 7C-3 as indicated on the subdivision plans provided by TMK [5], [9]. This report documents the environmental noise criteria, assessment and recommendations carried within the previous assessment conducted by Vipac, with a review of the acoustic recommendations.

■ ■■■■■■■■

- [1] Environment Protection (Noise) Policy 2007, Environment Protection Act 1993, Government of South Australia.
- [2] Onkaparinga City Council Development Plan, consolidated 14 August 2014.
- [3] Guidelines for Community Noise, Edited by B. Berglund, T. Lindvall & D. Schwela, World Health Organisation, Geneva (1999).
- [4] Australian Standard AS 2107:2000 "Acoustics – Recommended design sound levels and reverberation times for building interiors".
- [5] Layout of residential subdivision and ground levels of the proposed Seaford Meadows Stages 7A and 7C provided by TMK Consulting Engineers in meeting on 21 January 2013 – drawing A082704\_DET\_REV\_T.
- [6] Sonus report (August 2010) "Seaford Meadows – Stage 7A – Environmental Noise Assessment", document reference number S2496C4.
- [7] Vipac report 50B-11-0142-TRP-776035-4 "Seaford Meadows Stage 7A – Environmental Noise Assessment" issued 4 October 2012.
- [8] Vipac report 50B-12-0113-DRP-779777-4 "Seaford Meadows Stage 7C – Environmental Acoustics" issued 10 March 2013.
- [9] Architectural Plans and Site Photos as provided by TMK within meeting on 24 November 2014

1 Dec 2014

50B-12-0113-TRP-796265-5

Page 1 of 7

Commercial-In-Confidence





■ [REDACTED]

We understand that Stage 7C-3 of the Seaford Meadows Land Division is proposed near the Seaford Road overpass over the Seaford Rail line. The proposed development will consist of approximately 50 residential allotments (as counted on the provided drawing) and adjoins a commercial area to the south.

The boundaries of the proposed residential development site are as follows:

- North – currently greenfield site. It is understood that the land to the north of the site would be further developed into more residential allotments (noted as Stage 7C-2 in the residential subdivision layout provided by TMK [[5]]).
- East – Seaford Rail.
- South – existing commercial premises, comprising a medical centre and day surgery, a petrol / service station, a fuel / safety shop, a fire station facility and lunch shop (located to the south and south-west of the proposed subdivision).
- West – Seaford Meadows existing residential development.

■ [REDACTED]

Criteria for background noise at the nearest residential boundary (set in accordance with EPA SA Environment Protection (Noise) Policy 2007 [1]), transient and intermittent noise (Derived from the World Health Organisation ) and internal continuous noise (as stipulated within AS 2107:2000 [4]) has been derived within previous Vipac reports [7] [8] and are summarised as follows:

- Environmental Continuous Noise
  - Day-time (7:00 a.m. to 10:00 p.m.) – 57dB(A)
  - Night-time (10:00 p.m. to 7:00 a.m.) – 50dB(A)
- Transient and Intermittent Noise
  - $L_{Amax}$  of 45dB(A) in a bedroom or
  - $L_{Amax}$  of 60dB(A) at the residential building façade with windows partially open.
- Internal Continuous Noise - Houses and apartments near major roads measured as  $L_{Aeq}$ :
  - Living areas: 35 – 45dB(A)
  - Sleeping areas: 30 – 40dB(A)
  - Work areas: 35 – 45dB(A)

■ [REDACTED]

Assessment was undertaken based on the understanding that the proposed residential subdivision (particularly Lot 1330) would be affected by operations of the existing (adjacent) petrol / service station, the fuel / safety shop and the fire station activities. (We anticipate that operation of the existing medical centre and day surgery would not have significant noise impact of the proposed residential subdivision). The fuel / safety shop has an LPG tank on its premises (to the south of the residential subdivision), which would be filled once a week (duration approximately 15 to 20 minutes) during the day-time or possibly during the night-time (as per Sonus report [[6]]). We also understand that there might be a truck parked within the shed behind the petrol / service station, which might possibly be started up and moved during the night-

1 Dec 2014



time. Various siren noise and engine start up noises accumulated from the fire emergency response vehicles could also be cause for annoyance to residencies when required to respond to incidents.

Acoustic assessment was undertaken based on typical sound pressure levels measured during previous similar projects as well as noise data provided by TMK (based on Sonus measurements [[6]]) for the following noise sources, which would be relevant to the operation of the existing petrol / service station, the fuel / safety shop and Metropolitan fire service:

- LPG tank refilling –  $L_{Aeq}$  77dB(A) @ 10m (it should be noted that a tone was detected in the Sonus measurements [[6]]) for the LPG tank refilling activity at the fuel / safety shop to the south of the Seaford Meadows Stage 7A residential subdivision);
- LPG truck idling –  $L_{Aeq}$  73dB(A) @ 6m;
- Truck idling –  $L_{Aeq}$  64dB(A) @ 10m;
- Truck start-up and move –  $L_{Amax}$  73dB(A) @ 11m;
- Roof Siren Emergency Vehicle -  $L_{Amax}$  102 dB(A) @ 1m.

We have assumed a worst-case scenario of the LPG tank refilling at the fuel / safety shop, with the LPG truck idling at the same time and a truck idling behind the petrol / service station. In the situation that an emergency response vehicle will need to be dispatched from the fire service, we have assumed that not more than 1 vehicle at a time would be able to leave the facility and have considered in our model. Due to the nature of siren noise and the location of the facility, we have assessed the influence on the residential allotments assuming no refills or other trucks will be in the area. The noise levels were assessed at the nearest residential facades and were assessed against the more stringent night-time environmental continuous noise criterion.

We have assessed the noise levels experienced at the nearest residential allotment included in Stage 7C-3 (Lot 1330) due to activities within the existing fuel / safety shop, the petrol / service station and the fire service. Our assessment was carried out based on the following understanding (refer to Figure 4-1 for graphical representation):

- A 4m high back fence would be constructed along the southern boundary of the residential allotments 1912, 1913, 1914, 1915 and 1916 (worst affected by noise from the service station) as detailed in our report [[7]].
- A 3.5m high fence is currently existing at the site along the southern boundary of the residential developments included as per the existing development and Stage 7C-3 (Along Lot 1332 to 1338), we note that no current fence abuts Lot 1330 and 1331 [9],
- A 1.8 m fence currently exists at the site along the southern boundary of 1339 to the end of 1341, with a return fence starting at right angles to Lot 1338 at same height.
- Single story and Double story dwellings are to have a 4m and 6 m setback respectively, with 2.4m ceiling heights,
- The ground elevation of the area where the service station is located is 29 m, the fire service at 29.6 m and Lot 1916 and Lot 1330 is 28 m above sea level, as indicated on the survey drawing provided by TMK [5].

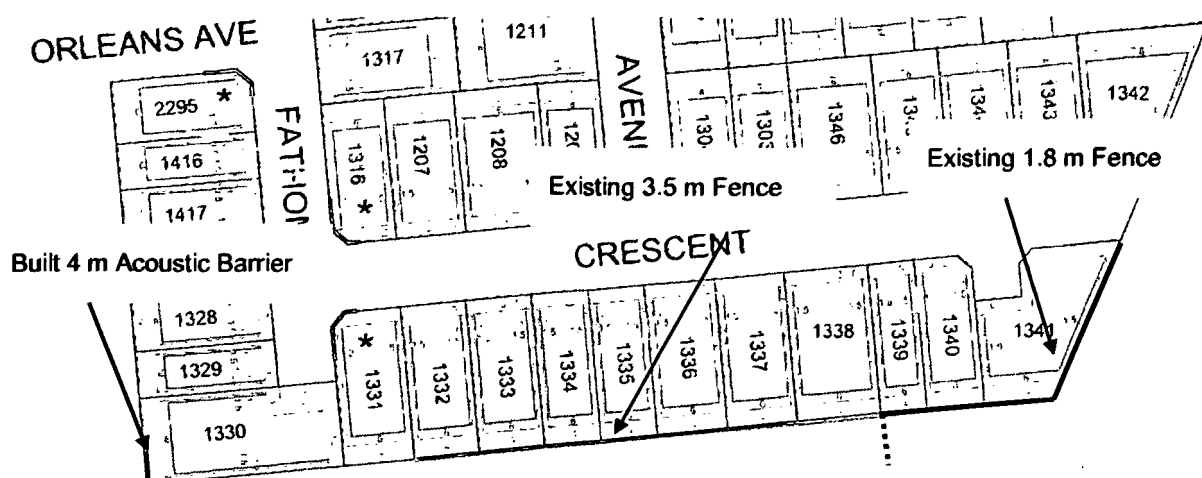


Figure 4-1: Currently Existing Southern Boundary Barrier for Stage 7C-3 interfacing with the adjacent commercial area

The predicted  $L_{Aeq}$  noise levels at Lot 1330 were found to be 52 dB(A) and 47 dB(A) for the LPG tank refuelling and idling respectively, with the truck idling behind the petrol station as 47 dB(A). Resulting in an overall noise level of 54 dB(A) at the receiver. We note that with the addition the 5 dB penalty for tonality, there is an exceedance of the night-time environmental noise criterion of 50 dB(A) of 9 dB(A). We note that the noise from emergency vehicle sirens will result in an overall level of 58dB(A) at Lot 1330 and adjacent eastern Lots (1330 through 1335).

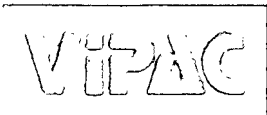
In order to achieve the selected environmental noise criteria (both day-time and night-time), the following has been recommended, with reference to previous Vipac report [8] and further developments, as well as knowledge of existing site conditions and fence constructions:

- The height of the fence along the western boundary of Lot 1330 is to remain at the 4m height measured from the higher side of the fence (the service station side); and
- A fence of 3.5 m is to be constructed along the southern boundary of Lot 1330 and 1331, as to match existing adjacent fence height, for the length of the southern boundary (heading east) to the end of Lot 1338.
- The height of the fence along the remaining Lots (1339 to 1341) could remain as existing 1.8 m height, as train line is running low enough for effective barrier height to be satisfactory.

The proposed fences could be constructed of masonry blocks, concrete pre-cast panels, concrete blocks, aerated concrete panels, 9mm compressed fibre cement sheeting, sheet metal cladding or any solid material with density not less than 5kg/m<sup>2</sup>. There should be no gaps / holes in the barrier (i.e. between adjacent barrier panels, as well as between the bottom of the barrier and the ground), as the presence of any gaps / holes would significantly degrade the acoustic performance of the barrier. Please refer to Appendix B, Figure 4-2 for the proposed barrier schedule.

The predicted  $L_{Amax}$  noise level due to truck start-up and moving at the nearest residential allotment with the proposed fence was also noted to achieve the WHO sleep disturbance criterion outlined in Section 3.

It should be noted that with the above recommended southern boundary fence for the southern allotments (i.e. Allotments 1330 to 1341 inclusive), the following building envelope constructions would be acceptable for achieving the internal noise criteria as outlined in Section 3:



- Walls – brick veneer with minimum 10mm flush plasterboard internally on studs, and cavity insulation of 50mm, 14kg/m<sup>3</sup> fibreglass insulation;
- Glazing – Ground and first floor (i.e. Allotments 1330-1341, 1908-1916) – bedrooms and living areas windows facing Seaford Road should be constructed of minimum 6.38mm laminated glass with acoustic seals on operable windows is required. The rest of the glazing should be constructed of a minimum thickness of 5mm float glass.  
The rest of the dwellings – 5 mm float glass.
- Roof / ceiling construction – tiled or sheet metal roof cladding with thermal insulation and ceiling of minimum 10mm thick flush plasterboard with 100mm, 38kg/m<sup>3</sup> fibreglass ceiling overlay. Note that all ceiling penetrations (e.g. for cables, etc.) would need to be inspected and ensured to be properly packed with insulation and sealed with acoustic sealant.

The building envelope construction for the remaining allotments would be as per standard construction for residential buildings.

Vipac has reviewed the above recommendations and note that these recommendations are still required and that no changes to previous recommendations should be made. We note that in addition to revisiting our model, emergency vehicles from the fire service facility have also been considered and we note that the provided solutions are adequate in protecting allotments from engine start up and roof mounted siren noise.

We trust that the information provided is satisfactory. However, if you have any queries or require further information, please do not hesitate to contact us.

Yours sincerely,

**VIPAC ENGINEERS & SCIENTISTS LTD**

Reece Pruis

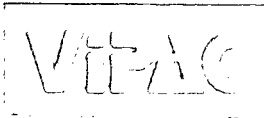
Project Engineer

**Attachments:**

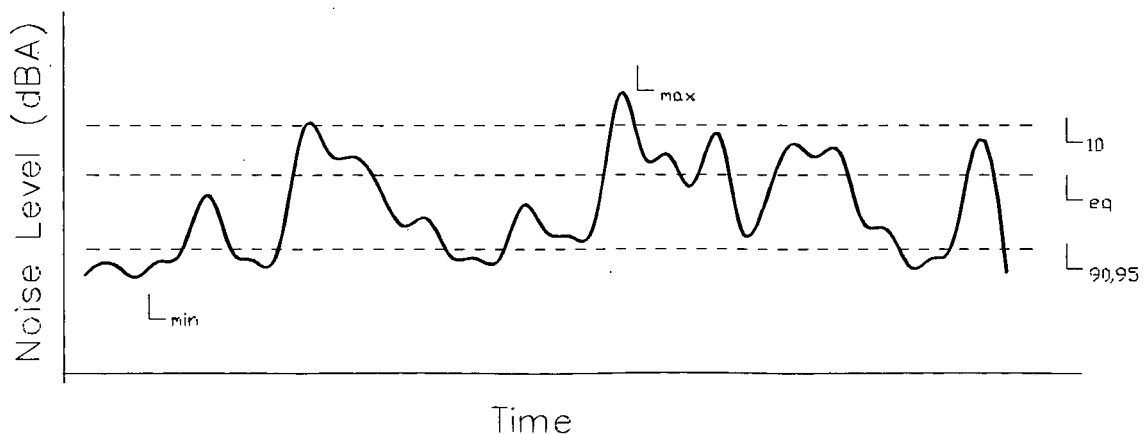
**APPENDIX A: Glossary of Acoustic Terminology**

**APPENDIX B: Proposed Barrier Schedule**

1 Dec 2014



- dB(A)** A unit of measurement, decibels(A), of sound pressure level which has its frequency characteristics modified by a filter ("A-weighted") so as to more closely approximate the frequency response of the human ear.
- $L_{10}$**  The noise level which is equalled or exceeded for 10% of the measurement period.  $L_{10}$  is an indicator of the mean maximum noise level, and is used in Australia as the descriptor for intrusive noise [usually in dB(A) and occasionally denoted as  $L_{A10}$ ]. Nominal measurement period is usually 15 minutes.
- $L_{90}$**  The noise level which is equalled or exceeded for 90% of the measurement period.  $L_{90}$  or  $L_{95}$  is an indicator of the mean minimum noise level, and is used in Australia as the descriptor for background or ambient noise [usually in dB(A) and occasionally denoted as  $L_{A90}$ ].
- $L_{eq}$**  The equivalent continuous noise level for the measurement period, weighted for duration and intensity.  $L_{eq}$  is an indicator of the average noise level [in dB(A)].
- $L_{max}$**  The maximum noise level for the measurement period [usually in dB(A)].
- $L_{peak}$**  The maximum numerical noise level, usually unweighted, attained during the measurement period [usually in dB(lin)].
- SEL** The single event Sound Exposure Level is the equivalent A-weighted sound level which, if it lasted for one second, would produce the same sound energy as the actual event [in dB(A)].



**Note:** The subjective response or reaction to changes in noise levels can be described as follows:

A 3 dB(A) change in sound pressure level is just perceptible to an average human ear, a 5 dB(A) increase is quite noticeable, and 10 dB(A) increase is typically perceived as a doubling in loudness.



TMK Consulting Engineers

Re: Seaford Meadows Stage 7C-Env Acoustics

Seaford Meadows 7C - Southern Boundary



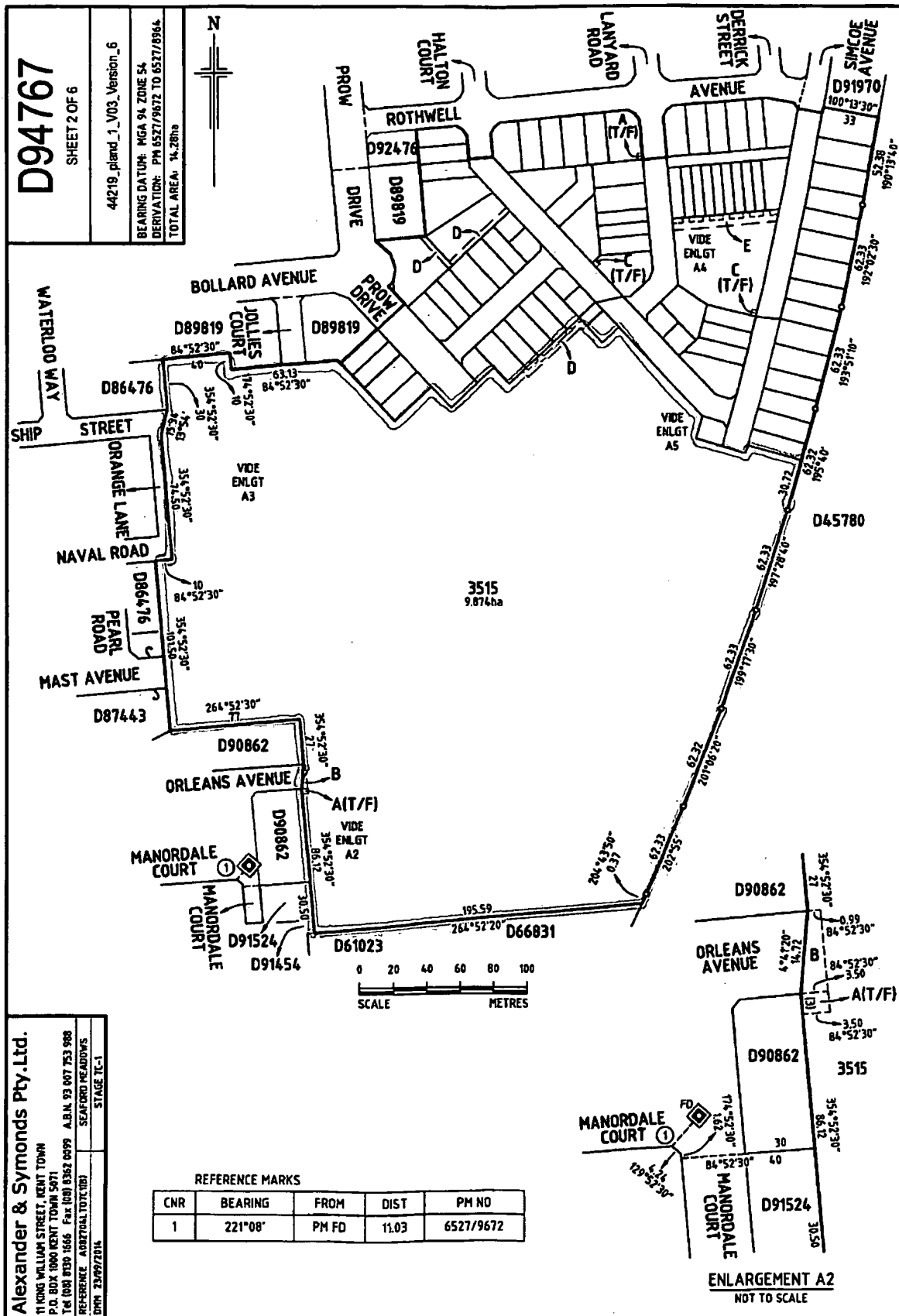
Figure 4-2: Proposed Barrier Schedule for Stage 7C-3 Development

1 Dec 2014


50B-12-0113-TRP-796265-5

Commercial-In-Confidence

# ANNEXURE C "Land"



FORM M7 (Version 1)  
 GUIDANC Orig.SAV E-12675868



11:16 03-Feb-2017  
 2 of 3

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

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

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

SERIES NO	PREFIX
2	E

AS7

AGENT CODE

LODGED BY:


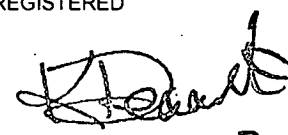

SAIG14

CORRECTION TO: Prospect Conveyancing

GMS1

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT  
 (COPIES ONLY)

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

CORRECTION	PASSED 
REGISTERED  PRO	21 FEB 2017  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

THE WHOLE OF THE LAND IN CT Volume 6180 Folio 373

## ESTATE & INTEREST

ESTATE IN FEE SIMPLE

**ENCUMBRANCER** (Full name and address)

LUKE DAVID ROSS AND ELLEN CLYDE ROSS <sup>as to 80 undivided 100th parts</sup> of 5 Coach House Mews Hillbank SA 5112 as <sup>Joint Tenants</sup> ~~Joint Tenants~~ <sup>as to 20 undivided 100th parts</sup> <sup>Tenants in Common</sup>

**ENCUMBRANCEE** (Full name, address and mode of holding)

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

## OPERATIVE CLAUSE

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND 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.<br>If for life use the words "during his or her lifetime"     | (b) TO BE PAID TO THE ENCUMBRANCEE for a term of three thousand nine hundred and ninety nine (3,999) years |
| (c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted. | (c) AT THE TIMES AND IN THE MANNER FOLLOWING                                                               |

Payable (if demanded by the Encumbrancee) on the 1st day of January in each year (starting on 1st day of January in the next calendar year immediately following the date of execution of this instrument) to the intent:

- that the Encumbrancee will hold the annuity for the Term to secure the compliance by the Owner with the covenants contained in this instrument; and
- that the Encumbrancee will not demand payment of the annuity if, and so long as, the Owner complies with all of the covenants.

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

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

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

Subject to clause 6, the land must not be used for any purpose other than:

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

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

2.1. Subject to clauses 3 and 4, the Owner must not do (or cause, suffer or permit to be done) any of the following on the land except in strict accordance with plans and specifications that have received the prior written approval of the Encumbrancee -

- 2.1.1. erect a building or structure;
- 2.1.2. carry out any siteworks;
- 2.1.3. erect a fence or wall;
- 2.1.4. erect any external sign, hoarding, tank, mast, pole, television antenna, satellite dish or radio aerial, either freestanding or fixed to any other building or structure;
- 2.1.5. erect or place any external floodlights or spotlights;
- 2.1.6. construct or create a driveway or parking area, or otherwise set aside any area for the parking of vehicles; or
- 2.1.7. carry out any landscaping or planting (unless the land has been designated by the Encumbrancee as a residential allotment). (But see clause 7.3.)

2.2. The Owner must not submit any plans of building works to the Council for its approval until it has obtained the approval of the Encumbrancee.

2.3. Any application that is lodged by the Owner for approval pursuant to clause 2.1 must be accompanied by such plans, specifications and other information as is reasonably required by the Encumbrancee. In addition each application must be accompanied by payment of any applicable fees set by the Encumbrancee to cover the Encumbrancee's reasonable administrative costs for processing of applications. The application fees:

- 2.3.1. may be varied by the Encumbrancee from time to time;
- 2.3.2. but are not applicable to any application relating to the initial development of the land.

**3. Design Guidelines**

3.1. The Encumbrancee will not act unreasonably in refusing any approval or imposing any condition of approval under clause 2. But a refusal or a condition cannot be deemed unreasonable if -

- 3.1.1. the proposal as submitted is contrary to any provision in the Design Guidelines; or
- 3.1.2. a corporate member of the Planning Institute of Australia certifies that the proposed works would have an adverse effect upon the development, appearance, health or amenity of the locality in which the land is situated or upon any part of that locality.

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

- 3.2.1. clotheslines;

- 3.2.2 solar water heaters;
- 3.2.3 airconditioners;
- 3.2.4 antennae (including satellite dishes);
- 3.2.5 letterboxes;
- 3.2.6 driveways;
- 3.2.7 rainwater tanks.

**4. Dual Reticulation Network**

- 4.1. The Owner:
  - 4.1.1. must not erect (or cause, suffer or permit the erection of) a building or structure (except for a domestic outbuilding or other structure of such a kind as would not normally incorporate a reticulated water supply) unless a dual reticulation network is constructed on the land and is connected to the building or structure; and
  - 4.1.2. must not permit the dual reticulation network to be removed or disconnected, or to fall into disrepair.
- 4.2. In this clause, "dual reticulation network" means a water reticulation network which is designed and constructed:
  - 4.2.1. so as to enable reclaimed water to be distributed from the boundary of the land for use for external irrigation and toilet flushing on the land; and
  - 4.2.2. in accordance with all relevant Australian Standards and regulatory requirements; and
  - 4.2.3. in accordance with the requirements of any Land Management Agreement which may be noted on the Certificate of Title to the land pursuant to the provisions of the Development Act 1993.

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

The Owner must not divide the land except with the prior written approval of the Encumbrancee.

**6. Planning laws**

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

**7. No delay**

- 7.1. The Owner must not permit any undue delay to occur in the commencement or completion of any works approved under clause 2;
- 7.2. The Owner must not permit the commencement or the completion of the construction of a dwelling (or, if the Encumbrancee has approved a non-residential use, a building consistent with the approved use), approved by the Encumbrancee in accordance with clause 2, on the land to be delayed beyond time limits of:
  - 7.2.1. twelve (12) months (for commencement); and
  - 7.2.2. three (3) years (for completion),

after the date of this instrument (or such further time as the Encumbrancee in its absolute discretion may agree in writing with the Owner).
- 7.3. The Owner must not permit the completion of landscaping on the land to be delayed beyond the applicable time limit as set out below (or such longer period as the Encumbrancee allows, by notice in writing to the Owner):

- 7.3.1. if the land has been designated by the Encumbrancee as a residential allotment, then the time limit for the establishment, to the reasonable satisfaction of the Encumbrancee, of a garden (including landscaping and associated pavements) between the front of the dwelling and the adjacent road boundary is a period of twelve (12) months after the completion of the dwelling;
- 7.3.2. in any other case the time limit for completion of landscaping, to the reasonable satisfaction of the Encumbrancee, on the land is 30 days following the date of occupancy or substantial completion of any building on the land, whichever first occurs (provided that the Owner also must comply with the obligations in clause 2.1.7).

## **8. Option to buy back**

If the construction of a dwelling (or other building as referred to in clause 7.2) approved by the Encumbrancee is not commenced on the land before the expiry of the time limit stated in clause 7.2.1 or, having been commenced, is not completed within the time limit stated in clause 7.2.2 (or within such further times as the Encumbrancee may agree in writing with the Owner), then the following provisions will apply:-

- 8.1 The Encumbrancee may request the Owner to transfer the land to the Encumbrancee or its nominee. The request may be made at any time after the expiry of the time limit, unless by that time the construction of a dwelling has commenced.
- 8.2 The Encumbrancee may, in its sole discretion, determine a price for the transfer of the land (being not less than the gross sale price of the land to the Owner less 10%).
- 8.3 The Owner must, within one calendar month after the date of a request under clause 8.1, transfer an estate in fee simple in the land in accordance with the request, subject only to this encumbrance.
- 8.4 The Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee for the purpose of giving effect to the transfer.
- 8.5 Rates, taxes and all other outgoings relating to of the land will be adjusted to the date of settlement of the transfer. All costs associated with the transfer will be borne by the Encumbrancee or its nominee.
- 8.6 The price fixed by the Encumbrancee will be payable to the Owner on settlement.

## **9. No sale or lease before building is completed**

- 9.1 Subject to clause 16 and this clause, the Owner must not lease, sell, advertise for lease or sale, or transfer the land unless:
- 9.1.1 a dwelling (or, if the Encumbrance has approved a non-residential use, a building consistent with the approved use), approved by the Encumbrancee under clause 2.1, has been completed upon the land; or
- 9.1.2 the Encumbrancee has consented in writing to the lease, sale, advertising or transfer.
- 9.2 If a dwelling (or other building referred to in clause 9.1), approved by the Encumbrancee under clause 1.1, has not been completed on the land and the Owner desires to transfer the land, then the following provisions will apply-
- 9.2.1 The Encumbrancee has the option of re-purchasing the land, subject only to this Encumbrance, for a price fixed by the Encumbrancee in the same manner as set out in clause 8.2.
- 9.2.2 The Owner must make an offer in writing to the Encumbrancee to sell the land to the Encumbrancee or its nominee for the price fixed by the Encumbrancee. The offer will remain open for acceptance for one calendar month after the date of service of the offer.
- 9.2.3 If the offer is accepted then –
- the Owner must sell the land to the Encumbrancee or its nominee upon the terms stated in this clause;
  - settlement will be effected within one calendar month from the date of acceptance;
  - the Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee;

- rates, taxes and all other outgoings relating to the land will be adjusted to the date of settlement;
- all costs associated with the transfer will be borne by the Encumbrancee or its nominee; and
- the price fixed by the Encumbrancee will be payable on settlement.

9.2.4 Until the expiry of the period stated in clause 9.2.2, the Owner must not transfer or agree to transfer the land to any other person (unless in the meantime the Encumbrancee, in writing, unconditionally declines the offer).

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

9.3 If a dwelling (or other building as referred to in clause 9.1), approved by the Encumbrancee under clause 2.1 has not been completed on the land and the Owner causes or permits the land to be advertised for sale without first complying with clause 8.2, then the following provisions will apply:-

9.3.1 The Encumbrancee may exercise its option to purchase the land for a price fixed by the Encumbrancee in the same manner as set out in clause 8.2 on the same terms and conditions as set out in clause 9.2.

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

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

## **10. Not to fail to maintain**

10.1 The Owner must not allow:

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

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

10.1.3 the maintenance of the landscaping, paving and car parking areas on the land,

to fall below a standard that is acceptable to the Encumbrancee.

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

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

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

## **11. Vehicle Parking**

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

## **12. Notice to rectify breach**

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

- 12.2 If the Encumbrancee serves a written notice upon the Owner specifying a breach of any of the Owner's obligations under any of the foregoing clauses; and
- 12.3 the Owner fails to remedy the breach within one calendar month from the date of service of the notice, then
- 12.4 the Encumbrancee its servants, agents and contractors may enter the land and may take such action as the Encumbrancee deems necessary to remedy the breach; and
- 12.5 the Encumbrancee may recover from the Owner, in any court of competent jurisdiction, the costs incurred in remedying the breach.

### **13. Acknowledgment of building scheme**

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

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

### **14. Waiver**

- 14.1 The Encumbrancee, in its absolute discretion, may at any time modify, waive or release:-
  - 14.1.1 any of the foregoing covenants; or
  - 14.1.2 any covenants or stipulations contained in the Encumbrance Building and Development Requirements or in any other instrument relating to the land; or
  - 14.1.3 any of the covenants contained in any similar instrument relating to any other land in the said Development Zone (regardless of whether the instrument was entered before or after this instrument).
- 14.2 A modification, waiver or release under clause 14.1.3 does not release the Owner from any of the covenants or stipulations referred to in clause 14.1.1 or 14.1.2.

### **15. Release of Owner upon sale**

Once a building has been completed on the land in accordance with the terms of the approval required under clause 1.1, the following provisions will apply –

- 15.1 The rent charge and covenants contained in this instrument will be binding only upon the registered proprietor for the time being of the land.
- 15.2 Subject to clause 15.3, each successive registered proprietor of the land will be released from the payment of the rent charge and from the performance of the covenants immediately upon transferring the fee simple in the land to another person.
- 15.3 Despite a transfer as referred to in clause 15.2, the rights of the Encumbrancee will be preserved against any former registered proprietor, in relation to a breach of this Encumbrance which occurred either before the transfer or by reason of the transfer.

### **16. Sunset clause**

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

- 16.1 a date two years after the practical completion of an approved building upon the last remaining vacant allotment in the Development Zone (excluding any allotment upon which no building is permitted to be erected); or
- 16.2 the 1st day of January 2019.

### **17. Service of notices**

- 17.1 A notice may be served on the Owner either:

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

## **18. Interpretation**

### **18.1 In this instrument:-**

- 18.1.1 a reference to any gender includes all genders;
- 18.1.2 the singular includes the plural and vice versa;
- 18.1.3 a reference to a person includes a body corporate and vice versa;
- 18.1.4 a reference to a party includes the heirs, executors, successors or assigns of that party;
- 18.1.5 "the Owner" includes the Encumbrancer and each successive registered proprietor of the land (and, if there are two or more Owners at any time, the liability of those persons is joint and several);
- 18.1.6 "the Development Zone" means the whole of the land comprised, or previously comprised, in allotments 1001 & 1002 in Deposited Plan DP71340;
- 18.1.7 "the land" means the land subject to this instrument and includes any part of the land;
- 18.1.8 "Design Guidelines" means the Design Guidelines for Seaford Meadows (including precincts within Seaford Meadows) published by the Encumbrancee, which may include provisions reflecting the desired characters of particular precincts and may be varied from time to time by the Encumbrancee;
- 18.1.9 "Council" means the local government body for the area in which the land is situated;
- 18.1.10 the construction of a building on the land will not be deemed to have commenced until footings for the building have been completed in accordance with an approval given by the Encumbrancee under clause 1.1;
- 18.1.11 a reference to the completion of a building or similar expression used in this Encumbrance means the Stage where the building work is complete except for minor omissions and minor defects:-
- which do not prevent the building from being reasonably capable of being used for its intended purpose; and
  - rectification of which will not prejudice the convenient use of the building; and
  - all work on the external facade and other external surfaces of the building is complete and all defects and minor omissions have been rectified.

### **18.2 Nothing in this instrument prejudices:-**

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

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

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BEEN INTENTIONALLY  
LEFT BLANK



*\* 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 2/2/17

**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:

~~Jennifer Lee Punke/Emma Jane Barnes/Pamela Caras~~  
Registered Conveyancer

for: Blackwood & Belair Conveyancing (Ref: B 4363)

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 (Ref: SA 22655)

on behalf of the Encumbrancee

Receipt No : 0002731774  
Admin No : 72146 (96261)

FENTONS FORMS  
PO BOX 298  
CHRISTIES BEACH SA 5165

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

21 November, 2025

### **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 6180 Folio 373  
Address 11 Welsley Lane, SEAFORD MEADOWS SA 5169

Summary of land use:  
Shooting Range

#### **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.	NO
8.10	Section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land.	NO

## **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?	NO
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?	NO
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?	NO

#### **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> )?	NO
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b)	details of site contamination notified to the EPA under section 83A of the <i>Environment Protection Act 1993</i> ?	<b>YES</b>
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?	<b>YES</b>
d)	a copy of a site contamination audit report?	<b>YES</b>
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?	NO
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> ?	NO
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?	<b>YES</b>
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?	<b>YES</b>
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?	<b>YES</b>

**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> )?	<b>YES</b>
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> ?	NO
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: **W2021; SC61092; SC61300; SC61311-01; SC12358**

**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](mailto: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.