

REAL PROPERTY ACT, 1886



South Australia

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 6142 Folio 239

**Parent Title(s)** CT 6117/961  
**Creating Dealing(s)** RTC 12162295  
**Title Issued** 31/07/2014      **Edition** 3      **Edition Issued** 25/06/2020

**Diagram Reference**

### Estate Type

FEE SIMPLE

### Registered Proprietor

ANDREW ROBERT PETER SHIEL  
OF 401 BLEWITT SPRINGS ROAD BLEWITT SPRINGS SA 5171  
99 / 100 SHARE

CARLY MICHELLE SHIEL  
OF 401 BLEWITT SPRINGS ROAD BLEWITT SPRINGS SA 5171  
1 / 100 SHARE

### Description of Land

ALLOTMENT 2009 DEPOSITED PLAN 93892  
IN THE AREA NAMED SEAFORD MEADOWS  
HUNDRED OF WILLUNGA

### Easements

NIL

### Schedule of Dealings

Dealing Number	Description
11547936	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
12176597	ENCUMBRANCE TO LANDSA PTY. LTD.
13321312	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)

### Notations

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

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**LOCAL GOVERNMENT RATES SEARCH**

**TO:** Eckermann Vendor Statements  
PO Box 191  
CAMPBELLTOWN SA 5074

28 January 2026

**DETAILS OF PROPERTY REFERRED TO:**

Property ID : 75838  
 Valuer General No : 8613550722  
 Valuation : \$600,000.00  
 Owner : Mr Andrew Robert Peter Shiel & Ms Carly Michelle Shiel  
 Property Address : 15 Columbus Street SEAFORD MEADOWS SA 5169  
 Volume/Folio : CT-6142/239  
 Lot/Plan No : Allotment 2009 DP 93892  
 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, block clearing charges and legal fees \$2.79

Postponed Amount in Arrears \$0.00

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

**Total Rates Levied 2025-2026 \$1,814.94**

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

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

Postponed Interest \$0.00

Less paid current financial year -\$1,050.00

Overpayment \$0.00

Legal Fees (current) \$0.00

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

Balance - rates and other monies due and payable \$767.73

Property Related Debts \$0.00

**BPAY Biller Code:** 421503

**Ref:** 1205730758388

**TOTAL BALANCE**

**\$767.73**

**AUTHORISED OFFICER**  
Carol Pilkington

This statement is made the 28 January 2026

T: (08) 8384 0666  
E: [mail@onkaparinga.sa.gov.au](mailto:mail@onkaparinga.sa.gov.au)

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## **For your information:**

### **Section 187 certificate update request free of charge (One Update):**

Penalties and interest, property charges, payments or dishonoured payments can impact account balances daily.

To assist with financial adjustments as close as practicable to the date of settlement, your Section 187 certificate will now be valid for 90 days. Within this period we will offer one update request without charge. This update is to be obtained via the online portal.

It is important to note all searches advise when fines/interest will be applied. When receiving your update search, should it be evident that further penalties will be applied prior to settlement, you will need to still consider these additional amounts as part of your settlement statement calculations.

Please Note: The above 90 day extension is applicable only to Section 187 certificates. Section 7 certificates still remain valid for a 30 day period only.

### **BPAY biller code added to searches to enable electronic settlement of funds**

Our BPAY biller code is now detailed on each search, enabling settlement funds to be disbursed to us electronically. Please note that this is our preferred method payment and we request that you cease the use of cheques to affect settlement.

### **How to advise us of change of ownership?**

To also assist with the reduction of duplication of information being received from various agencies i.e. conveyancers and the Lands Titles Office (LTO), we are advocating that the Purchaser's Conveyancer to advise the change of ownership by following the below:

If you are using e-conveyancing to affect a sale, please only issue advice to us if the mail service address is different to what was lodged via the transfer at the LTO. We update ownership details including the mailing address in accordance with the advice provided by the Valuer General. We have amended this change to align with SA Water practices and to provide an improved customer experience overall.

If lodging in person at the LTO – Please send the change of ownership advice to us via [mail@onkaparinga.sa.gov.au](mailto:mail@onkaparinga.sa.gov.au).

Electronic settlement of funds is still preferred.

**IMPORTANT INFORMATION REGARDING SEARCHES**

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Eckermann Vendor Statements  
PO Box 191  
CAMPBELLTOWN SA 5074

**Attention Conveyancers**

○ **Section 187 certificate update request free of charge (One Update):**

- Penalties and interest, property charges, payments or dishonoured payments can impact account balances on a daily basis.

To assist with financial adjustments as close as practicable to the date of settlement, your **Section 187 certificate will now be valid for 90 days**. Within this period Council will offer one update request without charge. This update is to be obtained via the online portal.

It is important to note all searches advise when fines/interest will be applied. When receiving your update search, should it be evident that further penalties will be applied prior to settlement, you will need to still consider these additional amounts as part of your settlement statement calculations.

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- If lodging in person at Lands Title Office – Please send the change of ownership advice to Council via [mail@onkaparinga.sa.gov.au](mailto:mail@onkaparinga.sa.gov.au). Electronic settlement of funds is still preferred.

Yours sincerely

**City Of Onkaparinga**

Telephone (08) 8384 0666

**Certificate No: S70521/2026**

**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:** Eckermann Vendor Statements  
PO Box 191  
CAMPBELLTOWN SA 5074

**DETAILS OF PROPERTY REFERRED TO:**

ASSESSMENT NO	:	111517
VALUER GENERAL NO	:	8613550722
VALUATION	:	\$600,000.00
OWNER	:	Mr Andrew Robert Peter Shiel & Ms Carly Michelle Shiel
PROPERTY ADDRESS	:	15 Columbus Street SEAFORD MEADOWS SA 5169
VOLUME/FOLIO	:	CT-6142/239
LOT/PLAN NUMBER	:	Allotment 2009 DP 93892
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 145/2160/2014  
Description Single storey detached dwelling  
Decision Approved  
Decision Date 09 September 2014

#### **Building Rules Consent Conditions**

For Building Rules consent conditions refer to the attached Private Certifiers decision notification form.

**BUILDING RULES CONSENT** in respect of the proposed development is **GRANTED** subject to the following conditions:

1. An alternative design solution for this dwelling has been accepted by Salisbury Development Services for compliance with the energy efficiency requirements of the National Construction Code (NCC), Building Code of Australia - Volume 2; based on the verification method listed in Part V2.6.2.2 'Verification using a reference building'.

*Reason: To ensure compliance the energy efficiency requirements of the NCC*

#### **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.

#### Signif Retirement Facility Supported Accom Sites

The Significant Retirement Facility and Supported Accommodation Sites Overlay seeks to facilitate the development of supported accommodation and/or retirement facilities on significant retirement facility and supported accommodation sites to provide accommodation for the communities' ageing residents.

#### 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.

11547936 AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)

*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

### *Section 198(2)*

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

## **Particulars of building indemnity insurance**

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*

NO

(The information does not include the information about sublease or subtenancy. 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 28 January 2026

Emma Moyle  
Coordinator Development Support  
**AUTHORISED OFFICER**

# Property Interest Report

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

Title Reference	CT 6142/239	Reference No. 2749728
Registered Proprietors	A R & C M*SHIEL	Prepared 27/01/2026 13:17
Address of Property	15 COLUMBUS STREET, SEAFORD MEADOWS, SA 5169	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO 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><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<br><br>also<br><br>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<br><br>also<br><br>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<br><br>also<br><br>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) | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |
|-----|---|---|

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

## 7. Emergency Services Funding Act 1998

- |     |                                 |   |
|-----|---------------------------------|---|
| 7.1 | section 16 - Notice to pay levy | <b>An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</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 <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b> |
|-----|---------------------------------|---|

## 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. <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. <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. <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. <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. <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. <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. <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. <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<br>also<br>Contact the Local Government Authority for other details that might apply |
|------|---|---|

**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<br>also<br>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<br>also<br>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 <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

## **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

## 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  
also  
Contact the Local Government Authority for other details that might apply
- 32.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval Public Health in DHW has no record of any condition affecting this title  
also  
Contact the Local Government Authority for other details that might apply

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

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

### 34. *Water Industry Act 2012*

- 34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement **An SA Water Certificate will be forwarded. If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950**  
also  
The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title  
also  
Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.  
also  
Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.  
also  
Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

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

- 35.1 section 18 - Condition (that remains in force) of a permit DEW has no record of any condition affecting this title
- 35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy DEW has no record of any notice affecting this title

### 36. **Other charges**

- 36.1 Charge of any kind affecting the land (not included in another item) Refer to the Certificate of Title  
also  
Contact the vendor for these details  
also  
Contact the Local Government Authority for other details that might apply

## Other Particulars

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

- |     |   |   |
|-----|---|---|
| 1.  | Particulars of transactions in last 12 months                                   | Contact the vendor for these details  |
| 2.  | Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation   |
| 3.  | Particulars relating to strata unit   | Enquire directly to the Secretary or Manager of the Strata Corporation  |
| 4.  | Particulars of building indemnity insurance                                     | Contact the vendor for these details<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

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

- |     |  |  |
|-----|--|--|
| 1.  | Pipeline Authority of S.A. Easement  | Epic Energy has no record of a Pipeline Authority Easement relating to this title  |
| 2.  | State Planning Commission refusal  | No recorded State Planning Commission refusal  |
| 3.  | SA Power Networks  | SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title                      |
| 4.  | South East Australia Gas Pty Ltd   | SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property  |
| 5.  | Central Irrigation Trust   | Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title.                         |
| 6.  | ElectraNet Transmission Services   | ElectraNet has no current record of a high voltage transmission line traversing this property  |
| 7.  | Outback Communities Authority  | Outback Communities Authority has no record affecting this title   |
| 8.  | Dog Fence ( <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 6142/239  
**Status** CURRENT  
**Easement** NO  
**Owner Number** 16381995  
**Address for Notices** 401 BLEWITT SPRINGS RD BLEWITT SPRINGS, SA 5171  
**Area** 365m<sup>2</sup> (CALCULATED)

## Estate Type

Fee Simple

## Registered Proprietor

ANDREW ROBERT PETER SHIEL  
OF 401 BLEWITT SPRINGS ROAD BLEWITT SPRINGS SA 5171  
99 / 100 SHARE

CARLY MICHELLE SHIEL  
OF 401 BLEWITT SPRINGS ROAD BLEWITT SPRINGS SA 5171  
1 / 100 SHARE

## Description of Land

ALLOTMENT 2009 DEPOSITED PLAN 93892  
IN THE AREA NAMED SEAFORD MEADOWS  
HUNDRED OF WILLUNGA

## Last Sale Details

**Dealing Reference** TRANSFER (T) 12176596  
**Dealing Date** 04/08/2014  
**Sale Price** \$166,000  
**Sale Type** TRANSFER FOR FULL MONETARY CONSIDERATION

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	11547936	CITY OF ONKAPARINGA
ENCUMBRANCE	12176597	LANDSA PTY. LTD. (ACN: 079 317 623)
MORTGAGE	13321312	WESTPAC BANKING CORPORATION (ACN: 007 457 141)

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
8613550722	CURRENT	15 COLUMBUS STREET, 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>	8613550722
<b>Type</b>	Site & Capital Value
<b>Date of Valuation</b>	01/01/2025
<b>Status</b>	CURRENT
<b>Operative From</b>	01/07/2015
<b>Property Location</b>	15 COLUMBUS STREET, SEAFORD MEADOWS, SA 5169
<b>Local Government</b>	ONKAPARINGA
<b>Owner Names</b>	ANDREW ROBERT PETER SHIEL CARLY MICHELLE SHIEL
<b>Owner Number</b>	16381995
<b>Address for Notices</b>	401 BLEWITT SPRINGS RD BLEWITT SPRINGS, SA 5171
<b>Zone / Subzone</b>	HDN - Housing Diversity Neighbourhood
<b>Water Available</b>	Yes
<b>Sewer Available</b>	Yes
<b>Land Use</b>	1100 - House
<b>Description</b>	5H DCP
<b>Local Government Description</b>	Residential

## Parcels

Plan/Parcel	Title Reference(s)
D93892 ALLOTMENT 2009	CT 6142/239

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$265,000	\$600,000			
Previous	\$225,000	\$520,000			

## Building Details

<b>Valuation Number</b>	8613550722
<b>Building Style</b>	Conventional
<b>Year Built</b>	2015
<b>Building Condition</b>	Very Good
<b>Wall Construction</b>	Brick
<b>Roof Construction</b>	Tiled (Terra Cotta or Cement)
<b>Equivalent Main Area</b>	140 sqm
<b>Number of Main Rooms</b>	5

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

E 12176597



12:51 4-Aug-2014

Single Copy Only 2 of 3 Fees: \$152.00

E
Series No.
2

LANDS TITLES REGISTRATION OFFICE SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

Registered Conveyancer G M Stevens Ref: AB19160 AD BOSK

AGENT CODE

Lodged by: CBM

Correction to: G M Stevens GMS1

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

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

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

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

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

Table with 2 columns: ITEM(S), AGENT CODE

Form with fields: CORRECTION, PASSED, REGISTERED, 3.0 AUG 2014, REGISTRAR-GENERAL SOUTH AUSTRALIA

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.

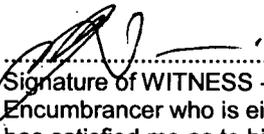
\* Delete the inapplicable

DATED THE 4<sup>th</sup> DAY OF August 2014

EXECUTION

  
Signature of ENCUMBRANCER

  
Signature of ENCUMBRANCER

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

Joanne Elizabeth Davies  
Print Full Name of Witness (BLOCK LETTERS)

107 Greenhill Rd  
Print Address of Witness

Unley SA 5061  
Print Address of Witness

Business Hours Telephone Number 83571010

# MEMORANDUM OF ENCUMBRANCE

**CERTIFICATE(S) OF TITLE BEING ENCUMBERED**

Allotment 2009 in DP 93892 being portion of the land comprised in Certificate of Title Register Book **Volume 6117 Folio 961**

*Now whole of the land in CT 6142/239*

**ESTATE AND INTEREST**

Estate in fee simple

**ENCUMBRANCES**

AG 11547936

**ENCUMBRANCER (Full Name and Address)**

**ANDREW ROBERT PETER SHIEL** as to ninety nine undivided one hundredth parts **AND CARLY MICHELLE SHIEL** as to the remaining one undivided one hundredth part of 16 Lawson Road HAPPY VALLEY SA 5159

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

**ENCUMBRANCEE (Full Name and Address and Mode of Holding)**

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

**OPERATIVE CLAUSE**

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

- (a) Insert the amount of the annuity or rent charge (a) TEN CENTS (10¢)
- (b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime" (b) TO BE PAID TO THE ENCUMBRANCEE FOR A TERM OF THREE THOUSAND NINE HUNDRED AND NINETY NINE (3,999) YEARS
- (c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2. (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 Encumbrancee has approved a non-residential use, a building consistent with the approved use), approved by the Encumbrancee under clause 2.1, has been completed upon the land;  
or
- 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 2018.

**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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Orig. AG 11547936



11:57 8-Mar-2011

1 of 1 Fees: \$121.00

LANDS TITLES REGISTRATION OFFICE SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

Prefix
AG
Series No

Missed P/U

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

---

Name: H. M. Stevens  
Solicitor/Registered Conveyancer

AGENT CODE

Lodged by: } G. M. Stevens CMS1  
Correction to:

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

1. CT 6069/451
2. CT 6069/453
3. CT 6068/799
4. duplicate AG

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
CTS 6069/451 & 453 & 6068/799	BSAB76
duplicate AG	CMS1

Approval No: 146-2K

CORRECTION	PASSED
REGISTERED	21 MAR 2011

PRO REGISTRAR GENERAL SOUTH AUSTRALIA 416368/13

## **ANNEXURE A**

### **ENERGY EFFICIENCY GUIDELINES**

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

Form B2

This form may be used only when no panel form is suitable.

APPLICATION TO NOTE

LAND MANAGEMENT AGREEMENT

RECEIVED  
11 FEB 2011

TO: THE REGISTRAR GENERAL

CITY OF ONKAPARINGA of PO Box 1, Noarlunga Centre SA 5168 (the Council) has entered into the attached Land Management Agreement dated the 17<sup>th</sup> day of February 2010 (the Agreement) with LAND SA PTY LTD ACN 079 317 623 of 4 undivided 10<sup>th</sup> parts and FAIRMONT HOMES GROUP PTY LTD ACN 110 542 553 of 3 undivided 10<sup>th</sup> parts and MSP PROPERTY HOLDINGS PTY LTD ACN 110 753 707 of 3 undivided 10<sup>th</sup> parts, all of 21-24 North Terrace, Adelaide, SA 5000, (together Owner) pursuant to Section 57(2) of the Development Act 1993 (the Act).

The Agreement relates firstly to the whole of the land comprised in Allotment 3210 in DP 85406 being the land comprised in Certificate of Title Volume 6068 Folio 799, secondly to the whole of the land comprised in Allotment 3213 in DP 85407 being the land comprised in Certificate of Title Volume 6069 Folio 451, and thirdly to the whole of the land comprised in Allotment 3215 in DP 85407 being the land comprised in Certificate of Title Volume 6069 Folio 453, all located at Seaford Meadows SA (the Land).

NOW THEREFORE the Council applies pursuant to Section 57(5) of the Act to note the Agreement against the Land.

Dated the 7<sup>th</sup> day of March 2010

The COMMON SEAL of CITY OF ONKAPARINGA was hereunto affixed in the presence of

*Lennart Rosenber*

Mayor

*[Signature]*

Chief Executive Officer



NB: This form may be used only when no panel form is suitable. witnessing

A penalty of up to \$2000 or 6 months imprisonment applies for improper

FINLAYSONS

## **Land Management Agreement**

**City of Onkaparinga**

**and**

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

**and**

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

**and**

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

81 Flinders Street, Adelaide  
South Australia 5000

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

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

GPO Box 1244, Adelaide  
South Australia 5001

DX152 Adelaide

Our Ref KNR:416368/13

THIS AGREEMENT is made the 17<sup>TH</sup> day of FEBRUARY 2010 2011

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

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

**RECITALS:**

- A. The Owner is the proprietor of an estate in fee simple in firstly the whole of the land comprised in Allotment 3210 in DP 85406 being the land comprised in Certificate of Title Volume 6068 Folio 799, secondly the whole of the land comprised in Allotment 3213 in DP 85407 being the land comprised in Certificate of Title Volume 6069 Folio 451, and thirdly the whole of the land comprised in Allotment 3215 in DP 85407 being the land comprised in Certificate of Title Volume 6069 Folio 453, all located at Seaford Meadows SA (hereinafter the **Land**).
- B. The Water Proofing the South strategy (which includes the proposal for the provision of reclaimed water to the Seaford Meadows Development) was submitted to the Federal Government seeking funding the National Water Initiative in June 2006 and the submission is based on the National Water Initiative guidelines.
- C. The Owner, in accordance with the provisions of the Development Act, 1993 (hereinafter called "the Act"), intends to develop the Land subject to the Owner obtaining development approval for any proposed development (hereinafter called "the proposed Development").
- D. Pursuant to the provisions of Section 57(2) of the Act the Owner has agreed with the Council to enter into this Agreement relating to the development management preservation and conservation of the Land and in particular in relation to the application of sustainable principles to the proposed Development subject to the terms and conditions hereinafter mentioned.

**NOW THIS AGREEMENT WITNESSES as follows:**

**1. INTERPRETATION**

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

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

- (a) "Consumer Access Point" means the point on the boundary of each allotment forming part of the Land (whether currently in existence or

created in the future) at which the Pipeline System is intended to deliver Reclaimed Water to that allotment;

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

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

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

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

**2. OWNER'S OBLIGATIONS**

The Owner hereby agrees that:

**2.1 Reclaimed Water**

- (a) The Owner must ensure that the Lilac Reticulation Network is constructed to such standard as required by SA Water and all statutory authorities or by law or regulations as part of the proposed Development and that all:
  - (i) allotments created on the Land; and
  - (ii) all buildings and structures (except for domestic outbuildings and other structures of such a kind which would not normally incorporate a reticulated water supply) on the Land (as reasonably required by a party acting under statutory or contractual authority or by law or regulations as part of the proposed Development);

are connected to the Pipeline System;

- (b) The Owner must comply with all reasonable requests for information by a party acting under statutory authority or by law or regulations as part of the proposed Development about the Owner's Infrastructure;
- (c) The Owner acknowledges that there may be period during which Reclaimed Water is not available to be supplied to the Land through the Pipeline System.

**2.2 Energy Efficiency**

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

and that all buildings and structures on the Land comply with the said Energy Efficiency Guidelines.

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

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

**3.1** In this Agreement, "Lilac Reticulation Network" means a water reticulation network which is designed and constructed on the Land to enable Reclaimed Water distributed from the Pipeline System to be used for external irrigation and toilet flushing on the Land, while complying with all necessary Australian Standards and regulatory requirements.

**3.2** For the purposes of this Agreement, the Lilac Reticulation Network will only be deemed to be completed when the Owner gives written notice to the Council that the Lilac Reticulation Network has been activated by SA Water to the Consumer Access Point.

**3.3** The parties agree that in the event that the Land is developed through the construction of more than one allotment, building or structure on it, then each and every one of those allotments, buildings and structures must, by means of the Lilac Reticulation Network, be connected to the Pipeline System.

### **4. FURTHER DEVELOPMENT**

#### **4.1 Reclaimed Water**

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

#### **4.2 Energy Efficiency**

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

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

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

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

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

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

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

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

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

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

## **7. VARIATION AND WAIVER**

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

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

## **8. NOTICES**

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

## **9. COSTS**

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

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

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

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

**11. GOVERNING LAW**

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

**12. GENERAL PROVISIONS**

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

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

**EXECUTED** as an Agreement.

**EXECUTED** by **CITY OF ONKAPARINGA** by its Chief Executive Officer in the presence of:

.....  
Signature of Chief Executive Officer  
as delegate for City of Onkaparinga

.....  
Name of Chief Executive Officer (print)

.....  
Signature of Witness

.....  
Name of Witness (print)

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

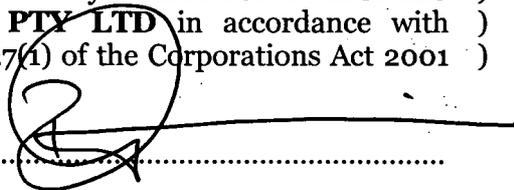
.....  
Director

.....  
**DAVID LEE PICKARD**  
Name of Director

.....  
Director or Secretary

.....  
**BRETT PATTERSON GRAHAM**  
Name of Director or Secretary

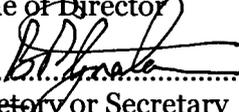
EXECUTED by FAIRMONT HOMES )  
GROUP PTY LTD in accordance with )  
section 127(1) of the Corporations Act 2001 )  
by:



.....  
Director

DAVID LEE PICKARD

.....  
Name of Director

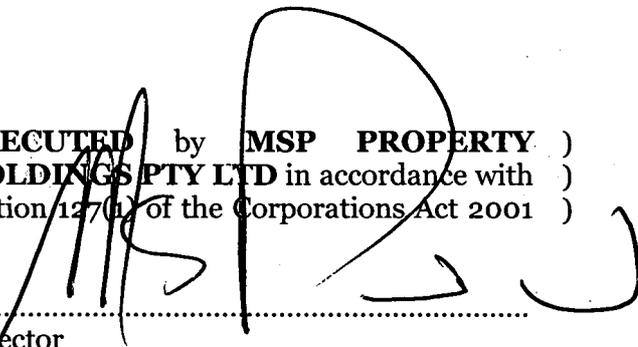


.....  
Director or Secretary

BRETT PATTERSON GRAHAM

.....  
Name of Director or Secretary

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



.....  
Director

MARK STEPHEN PICKARD

.....  
Name of Director

.....  
Director or Secretary

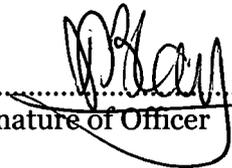
MARK STEPHEN PICKARD

.....  
Name of Director or Secretary

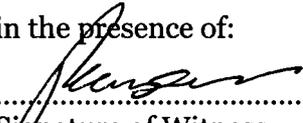
**LAND MANAGEMENT CORPORATION** and **SOUTH AUSTRALIAN HOUSING TRUST** being persons with a legal interest in the Land by registered encumbrances 11502915 and 11187804 **HEREBY CONSENT** to the Owner entering into this Agreement.

**SIGNED** for and on behalf of **LAND MANAGEMENT CORPORATION** by its duly authorised officer:

JOHN BLAESS  
Name of Officer

  
Signature of Officer

in the presence of:

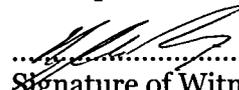
  
Signature of Witness

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

GEOFF CLARIDGE  
Name of Officer

  
Signature of Officer

in the presence of:

  
Signature of Witness

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

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

.....  
Director

**DAVID LEE PICKARD**

.....  
Name of Director

.....  
Director or Secretary

**BRETT PATTERSON GRAHAM**

.....  
Name of Director or Secretary

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

.....  
Director

**DAVID LEE PICKARD**

.....  
Name of Director

.....  
Director or Secretary

**BRETT PATTERSON GRAHAM**

.....  
Name of Director or Secretary

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

.....  
Director

**MARK STEPHEN PICKARD**

.....  
Name of Director

.....  
Director or Secretary

**MARK STEPHEN PICKARD**

.....  
Name of Director or Secretary

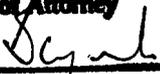
**WESTPAC BANKING CORPORATION A.C.N. 007 457 141** being persons with a legal interest in the Land by registered Memoranda of Mortgage No. 11502916 and 11323754 **HEREBY CONSENT** to the Owner entering into this Agreement.

**Executed by Westpac Banking Corporation  
ABN 33 007 457 141  
by its Tier Three Attorney**

**SUSAN MARION CABOT**

**pursuant to Power of Attorney  
Registered Number 9037336 of which she/he  
holds no notice of the revocation.**

  
\_\_\_\_\_  
**Signature of Attorney**

  
\_\_\_\_\_  
**Signature of Witness**  
**PAUL SAWCZENKO**

\_\_\_\_\_  
**Full Name of Witness**

**97 King William Street ADELAIDE SA 5000**  
**Address**

**Telephone No. 8422 0833**

Executed by Westpac Banking Corporation  
ABN 33 007 427 141  
by its Tier Three Attorney

Grant of Power of Attorney  
Registered Number 2027336 of which she/he  
holds no notice of the revocation.

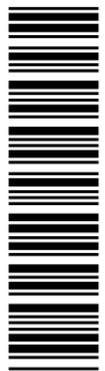
\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Full Name of Witness

Address  
27 King William Street Adelaide SA 5000

Telephone No.

<b>PURPOSE:</b>	DIVISION	SEAFOORD MEADOWS	<b>APPROVED:</b> GARY WOODCOCK 11/06/2014	 <b>D93892</b>
<b>MAP REF:</b>	6527/16/E	CITY OF ONKAPARINGA	<b>DEPOSITED:</b> ORAZIO DEANGELIS 18/07/2014	
<b>LAST PLAN:</b>	DEVELOPMENT NO: 145/D/166/12/002/37885		41524_text_01_v06_Version_6	

**AGENT DETAILS:** ALEXANDER & SYMONDS PTY LTD  
1ST FLOOR 11 KING WILLIAM ST  
KENT TOWN SA 5067  
PH: 81301666  
FAX: 83620099

**AGENT CODE:** ALSY

**REFERENCE:** A082704LTO-8B(B)

**SURVEYORS** | 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 14th day of March 2014

**CERTIFICATION:**  
6th day of June 2014 Craig Barwick Licensed Surveyor

**SUBJECT TITLE DETAILS:**

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
PT CT	6117	961		ALLOTMENT(S)	6004	D	93891	WILLUNGA		

**OTHER TITLES AFFECTED:** CT 6096/560 , CT 6095/328

**EASEMENT DETAILS:**

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
EXTINGUISH	6004 IN D93891	SHORT	EASEMENT(S)	B IN D93891	FOR THE TRANSMISSION OF ELECTRICITY BY OVERHEAD CABLE	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)	RTD 11734264
EXTINGUISH	6004 IN D93891	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	C IN D93891			RTC 11782729
NEW	2018.2033	SERVICE	EASEMENT(S)	D(T/F)	FOR ELECTRICITY SUPPLY PURPOSES	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)	223LG RPA

**ANNOTATIONS:** NOTIFICATION OF FINAL MARKING VIDE DKT. 22/2014. PRO. R.G. 5-9-2014.  
ADDITION OF WALKWAY ON SHEET 4 VIDE DDP 12248162. PRO. R.G. 18-12-2014.

# D93892

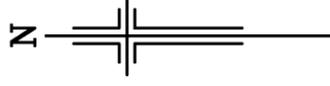
SHEET 2 OF 4

41524\_pland\_1\_V02\_Version\_6

BEARING DATUM: MGA 94 ZONE 54

DERIVATION: PSM'S 6527/1235 - 6527/1441

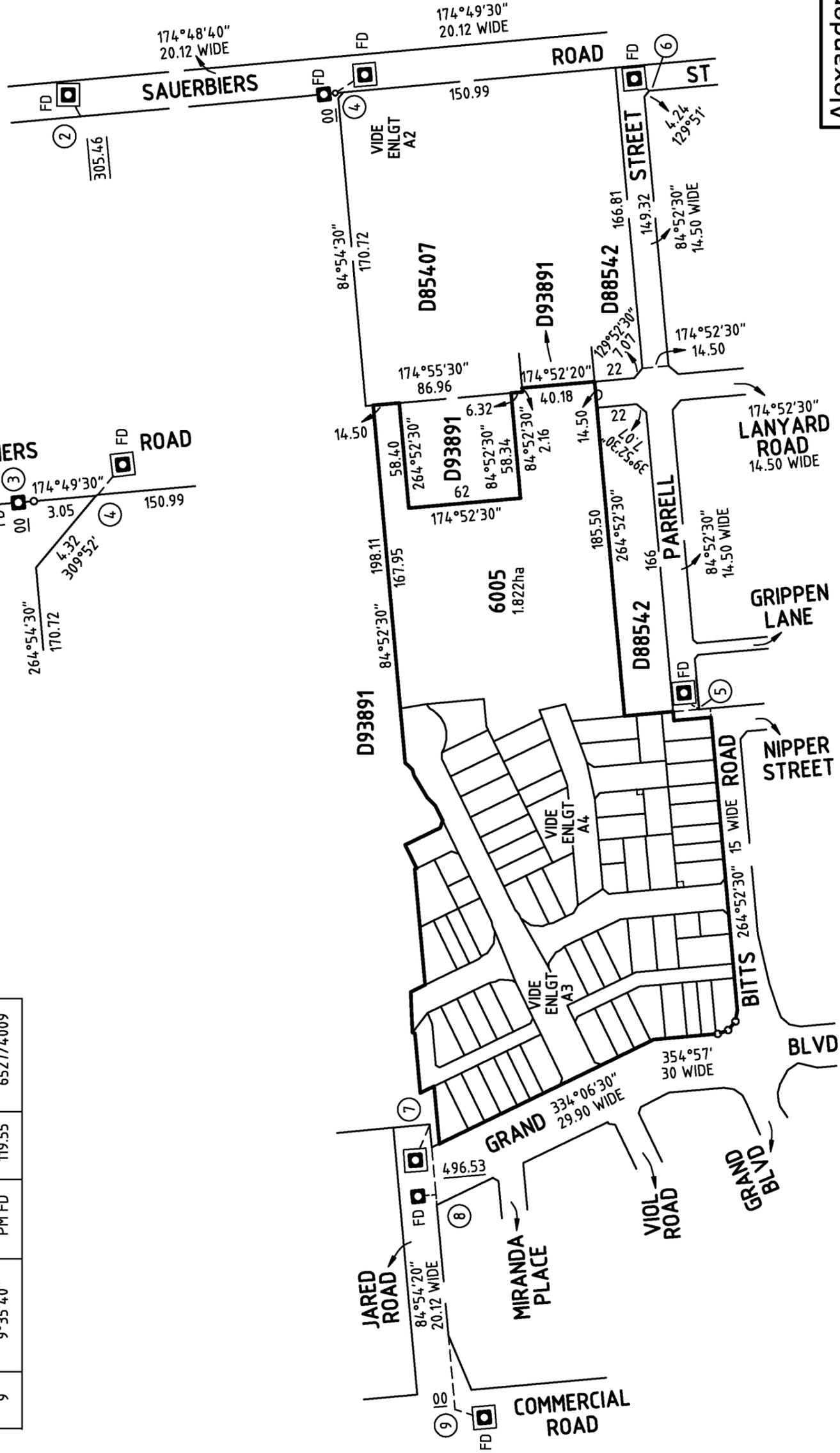
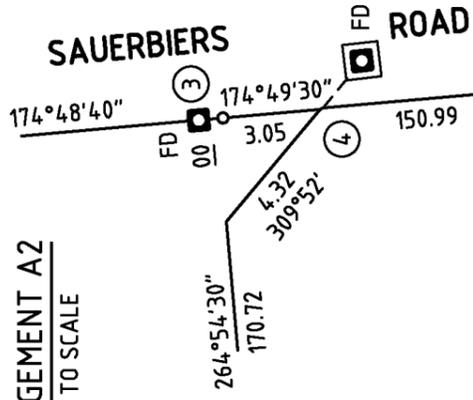
TOTAL AREA: 5.244 ha



REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
2	242°05'	PM FD	21.35	6527/1469
3	174°49'	PM FD	1.05	6527/1442
4	347°14'	PM FD	1.95	6527/1235
5	187°47'	PM FD	4.08	6527/9583
6	223°55'	PM FD	12.14	6527/9585
7	118°33'	PM FD	1.65	6527/1441
8	174°54'	PM FD	19.69	6527/4023
9	9°35'40"	PM FD	119.55	6527/4009

ENLARGEMENT A2  
NOT TO SCALE



**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 A082704LTO-88(B)

PAP 16/12/2013

STAGE 8B





## Certificate of Title

**Title Reference:** CT 6142/239  
**Status:** CURRENT  
**Parent Title(s):** CT 6117/961  
**Dealing(s) Creating Title:** RTC 12162295  
**Title Issued:** 31/07/2014  
**Edition:** 3

## Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
22/06/2020	25/06/2020	13321312	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION (ACN: 007 457 141)
22/06/2020	25/06/2020	13321311	DISCHARGE OF MORTGAGE	REGISTERED	12176598
04/08/2014	30/08/2014	12176598	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA
04/08/2014	30/08/2014	12176597	ENCUMBRANCE	REGISTERED	LANDSA PTY. LTD. (ACN: 079 317 623)
04/08/2014	30/08/2014	12176596	TRANSFER	REGISTERED	ANDREW ROBERT PETER SHIEL, CARLY MICHELLE SHIEL
08/03/2011	21/03/2011	11547936	AGREEMENT	REGISTERED	CITY OF ONKAPARINGA



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: 2749728

ECKERMANN FORMS  
POST OFFICE BOX 7340  
HUTT STREET ADELAIDE SA 5000

**DATE OF ISSUE**  
28/01/2026

**ENQUIRIES:**  
Tel: (08) 8372 7534  
Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)

<b>OWNERSHIP NUMBER</b>	<b>OWNERSHIP NAME</b>			
16381995	A R & C M SHIEL			
<b>PROPERTY DESCRIPTION</b>				
15 COLUMBUS ST / SEAFORD MEADOWS SA 5169 / LT 2009 D93892				
<b>ASSESSMENT NUMBER</b>	<b>TITLE REF.</b> <small>(A "+" indicates multiple titles)</small>	<b>CAPITAL VALUE</b>	<b>AREA / FACTOR</b>	<b>LAND USE / FACTOR</b>
8613550722	CT 6142/239	\$600,000.00	R4 1.000	RE 0.400
<b>LEVY DETAILS:</b>				
	<b>FIXED CHARGE</b>	\$	50.00	
	<b>+ VARIABLE CHARGE</b>	\$	203.00	
	<b>- REMISSION</b>	\$	122.15	
	<b>- CONCESSION</b>	\$	0.00	
	<b>+ ARREARS / - PAYMENTS</b>	\$	-130.85	
	<b>= <u>AMOUNT PAYABLE</u></b>	\$	0.00	
<b>FINANCIAL YEAR</b>				
2025-2026				

**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** 28/04/2026



**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: 7013855510</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>
--	---	---

**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: 2749728

DATE OF ISSUE

28/01/2026

ECKERMANN FORMS  
POST OFFICE BOX 7340  
HUTT STREET ADELAIDE SA 5000

**ENQUIRIES:**

Tel: (08) 8372 7534

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

**OWNERSHIP NAME**

A R & C M SHIEL

**FINANCIAL YEAR**

2025-2026

**PROPERTY DESCRIPTION**

15 COLUMBUS ST / SEAFORD MEADOWS SA 5169 / LT 2009 D93892

**ASSESSMENT NUMBER**

8613550722

**TITLE REF.**

(A "+" indicates multiple titles)

CT 6142/239

**TAXABLE SITE VALUE**

\$265,000.00

**AREA**

0.0365 HA

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

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

**Please Note:**

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

**ON OR BEFORE**

**28/04/2026**



**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**

 <p><b>Billers Code: 456293</b> <b>Ref: 7013855429</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>Commissioner of State Taxation</b>, along with this <b>Payment Remittance Advice to:</b> <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.**

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
86 13550 72 2	CT6142239	28/1/2026	7793	2749728

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

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

Customer: AR & CM SHIEL  
 Location: 15 COLUMBUS ST SEAFORD MEADOWS LT 2009 D93892  
 Description: HG Capital Value: \$ 600 000  
 Rating: Residential

### Periodic charges

Raised in current years to 31/12/2025

			\$
	Arrears as at: 30/6/2025	:	0.00
Water main available:	27/11/2014	Water rates	164.60
Sewer main available:	27/11/2014	Sewer rates	188.00
		Water use	56.03
		SA Govt concession	0.00
		Recycled Water Use	44.36
		Service Rent	0.00
		Recycled Service Rent	0.00
		Other charges	0.00
		Goods and Services Tax	0.00
		Amount paid	452.99CR
		Balance outstanding	0.00

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

Next quarterly charges: Water supply: 82.30 Sewer: 94.00 Bill: 11/3/2026

This account is in a recycled water scheme. For all enquiries relating to this please call 1300 650 950 This Account is billed four times yearly for water use charges.

The last Water Use Year ended on 03/06/2025.

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: AR & CM SHIEL      Water & Sewer Account      Acct. No.: 86 13550 72 2      Amount: \_\_\_\_\_

Address:  
15 COLUMBUS ST SEAFORD MEADOWS  
LT 2009 D93892

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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: 8613550722



Bill code: 8888  
Ref: 8613550722

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: 8613550722

Our Ref: 582587  
Account No: 8613550722  
Enquiries: WATER INVESTIGATIONS  
Office Hours: 8:30am to 4:30pm  
Telephone: (08) 7424 1360  
Facsimile: (08) 7003 1360  
Date: 03/07/2015

**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

AR & CM SHIEL  
16 LAWSON RD  
HAPPY VALLEY SA 5159

### NOTICE OF ENCUMBRANCE

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

15 COLUMBUS ST 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



**Environment Protection Authority**  
GPO Box 2607 Adelaide SA 5001  
211 Victoria Square Adelaide SA 5000  
T (08) 8204 2004  
Country areas 1800 623 445

Receipt No : 0002749728  
Admin No : 64245 (97303)

Eckermann Commercial Lawyers  
PO BOX 7340 Hutt Street  
ADELAIDE SA 5000

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

03 February, 2026

### **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 6142 Folio 239  
Address 15 Columbus Street, 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> ?  | NO         |
| 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?   | NO         |
| 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?  | NO         |
| 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?   | NO         |
| 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; 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.