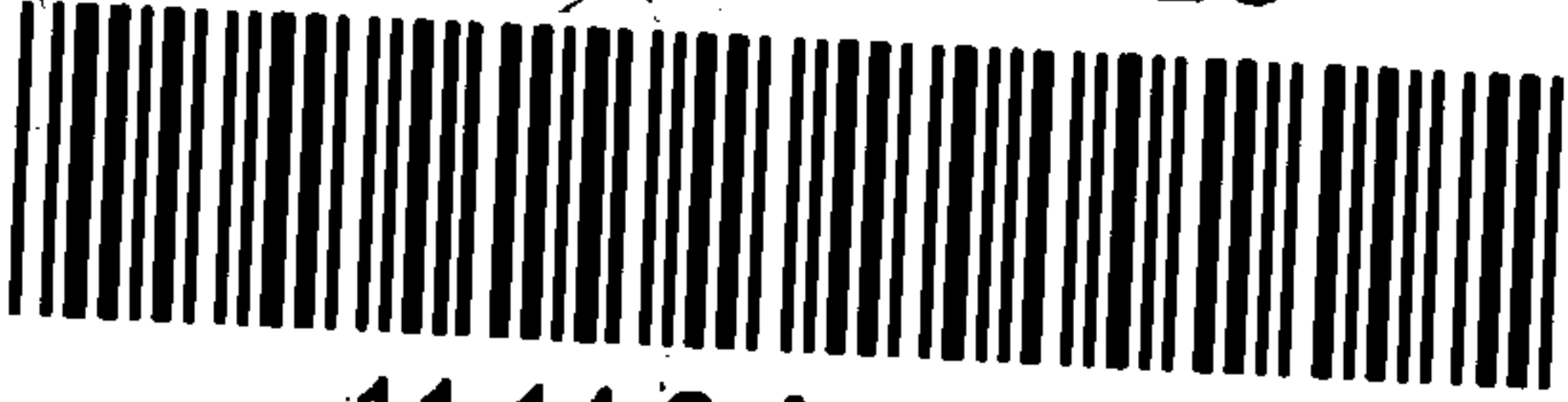


Orig. AG 11011820



11:14 6-Aug-2008

1 of 1

Fees: \$112.00

Series No.

LANDS TITLES REGISTRATION

OFFICE

SOUTH AUSTRALIA

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

Solicitor/Registered Conveyancer/Applicant
M. J. DOHERTY

**A Commissioner for taking affidavits
in the Supreme Court of South Australia**

AGENT CODE

Lodged by:

Lynch mayer

NORMAN WATERHOUSE

mslm

NWAM

Correction to:

NORMAN WATERHOUSE
0256753\FJN1025105.doc

NWAM

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

1. **CT 5979/884**
2. **CT 5979/891**
3.
4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.
2.
3.
4.

DELIVERY INSTRUCTIONS (Agent to complete)

PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE
CT 5979/884	mslm
CT 5979/891	BSAB (76)

267756\PDL1025105.doc

Revenue SA -- Stamp Duty
ABN 19 040 349 865
Doc Code EX
RevNatID 119361205
Consid/Val/Sec\$ 0.00
SA Proportion \$ 0.00
Stamp Duty \$ 0.00
LTO Fees \$ 0.00
Interest \$ 0.00
Pen/Add Tax \$ 0.00
Date 05/08/2008
Original with 0 Copies
----- End of Receipt -----

CORRECTION

PASSED

REGISTERED

REGISTRAR GENERAL

PRO



18 AUG 2008

Insert type of document here APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT
(Pursuant to s 57(5) of the *Development Act 1993*)

To the Registrar-General:

1. **CITY OF MARION** ("the Council") of 245 Sturt Road, Sturt SA 5046 has entered into the attached Land Management Agreement dated *20 February 2008* ("the Agreement") with **SOUTHERN PASTORAL CO PTY LTD (ACN 079 317 598)** of 21-24 North Terrace, Adelaide, SA 5000 pursuant to s 57(2) of the *Development Act 1993* ("the Act").
2. The Agreement relates to the whole of the land comprised in Certificate of Title Register Book Volume 5979 Folio 884 and Volume 5979 Folio 891 ("the land"). *being piece 901*
portion of the land comprised in Certificate of Title
NOW THEREFORE the Council applies pursuant to s 57(5) of the Act to note the Agreement against the land.

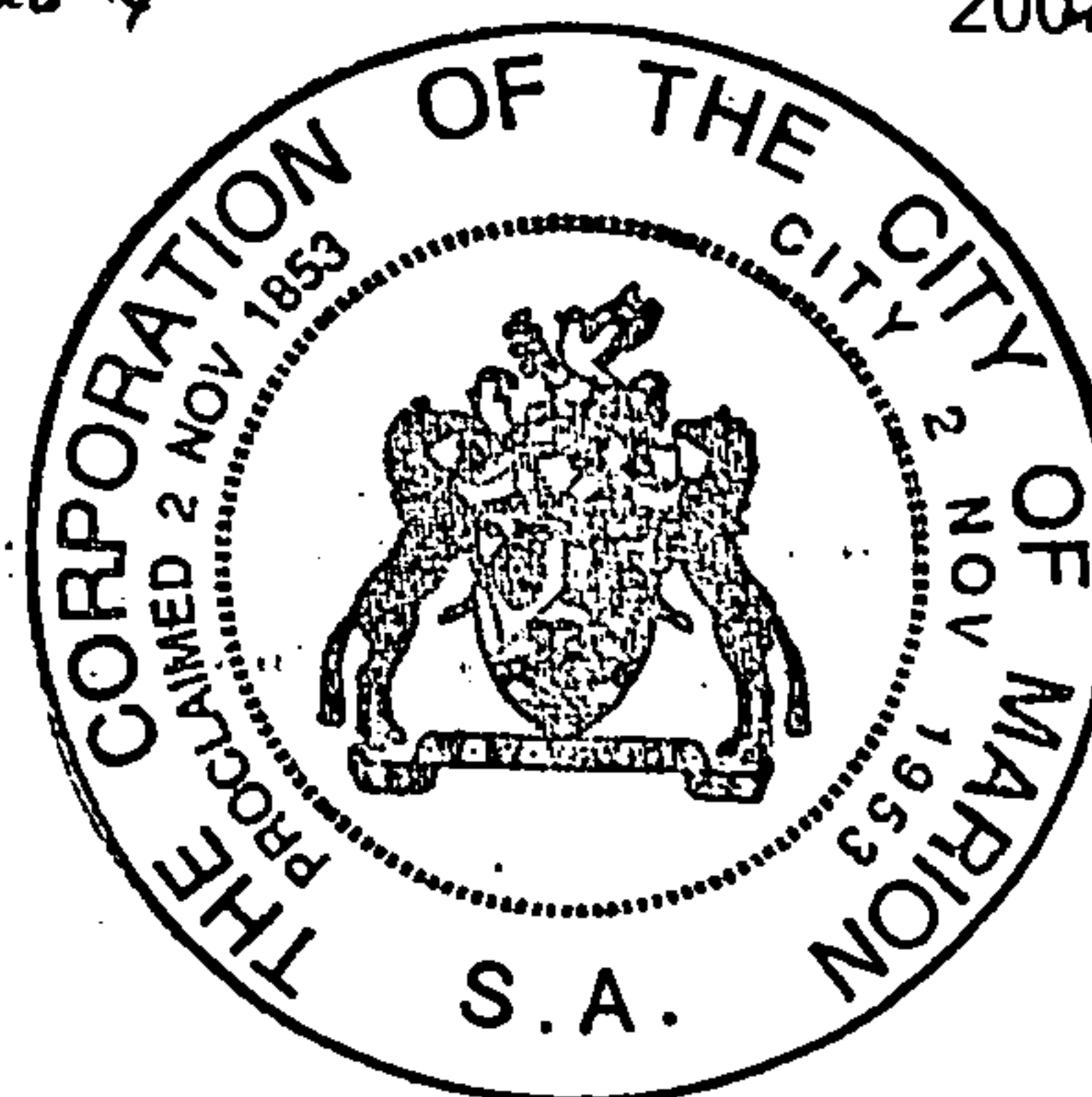
DATED the *20th* day of *February* 2007 *8*

THE COMMON SEAL of CITY OF MARION was
hereunto affixed in the presence of:

[Signature]

Mayor

Chief Executive Officer



THIS DEED is made the

20th

day of

February

2007⁸

BETWEEN: CITY OF MARION of 245 Sturt Road, Sturt SA 5046 (hereinafter with its successors and assigns called "the Council") of the one part

AND: SOUTHERN PASTORAL CO PTY LTD (ACN 079 317 598) of 21-24 North Terrace, Adelaide, SA 5000 (hereinafter with its executors administrators 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 the whole of the land described in Certificate of Title Register Book Volume 5979 Folio 884 comprising Allotment 311 in Deposited Plan 72931 in the area named Sheidow Park, Hundred of Noarlunga and Certificate of Title Register Book Volume 5979 Folio 891 comprising Pieces 901 and 902 in Deposited Plan 72931 in the area named Sheidow Park, Hundred of Noarlunga(~~"the Land"~~);
- B. By a Development Application Numbered DA 100/DO49/06 (hereinafter called "the Application") the Owner sought provisional development plan consent and Land Division consent pursuant to the provisions of the Development Act, 1993 (hereinafter called "the Act"), from the Council, to develop the ^{land described above} ~~Land~~ by dividing the land into 2 allotments (Allotment 827^{the Land} and 828) (hereinafter the "Proposed Development") in accordance with the land division plan (hereinafter the "Land Division Plan") annexed hereto and marked "Annexure A";
- C. Portion of the Land, shaded and marked the "Native Vegetation/No Development Area" (hereinafter the "No Development Area") on the plan annexed hereto and marked "Annexure B" is considered by Council to be unsuitable for development because of its previous use for mining and the risk that the No Development Area will become unstable due to geotechnical movements in the ground;
- D. The Council is concerned about possible damage to property should such movement occur. The Council and the Owner therefore wish to ensure that there shall be no placing of any structure, object or building nor any excavation or the placing of any fill whether temporary or not, within the No Development Area;
- E. The Council also wishes to ensure there shall be minimal impact or interference with the No Development Area from landscaping, and the planting of vegetation and that no stormwater is directed over the No Development Area;
- F. The Council also wants any development on the Land to be confined to the Building Envelope (hereinafter "the Building Envelope") marked as the Building Envelope on the Plan contained in Annexure B and to ensure that a post and rail or post and wire fence is constructed on the Land between the shaded "No Development Area" depicted on Annexure B and the balance of the Land to ensure that no vehicles can access or cross over the No Development Area;

- G. Pursuant to the provisions of Section 57(2) of the Act the Owner has agreed with the Council to enter into this Deed relating to the management, preservation and conservation of the Land subject to the terms and conditions hereinafter mentioned.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

- 1.1 The parties acknowledge that the matters recited above are true and accurate and agree that they shall form part of the terms of this Deed.
- 1.2 In the interpretation of this Deed unless the context shall otherwise require or admit:
 - 1.2.1 Words and phrases used in this Deed which are defined in the Development Act 1993 or in the Regulations made under the Act shall have the meanings ascribed to them by the Act or the Regulations as the case may be;
 - 1.2.2 References to any statute or subordinate legislation shall include all statutes and subordinate legislation amending consolidating or replacing the statute or subordinate legislation referred to;
 - 1.2.3 The term "the Owner" where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes his 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 an 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 Deed subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Certificate of Title thereof;
 - 1.2.4 The term "person" shall include a corporate body;
 - 1.2.5 The term "the Land" shall include any part or parts of the Land;
 - 1.2.6 The term "the Building Envelope" means the area edged in red on the plan contained in Annexure B;
 - 1.2.7 Any term which is defined in the statement of the names and descriptions of the parties or in the Recitals shall have the meaning there defined;
 - 1.2.8 Words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively;

- 1.2.9 Words importing any gender shall include every gender;
- 1.2.10 Where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they shall be bound jointly and each of them severally.
- 1.3 Clause headings are provided for reference purposes only and shall not be resorted to in the interpretation of this Deed.
- 1.4 The requirements of this Deed 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 The Owner shall not cause, suffer or permit the construction of any building or structure, nor the placement of any object,(whether of a permanent or temporary nature) in the No Development Area.
- 2.2 Without limiting the generality of Clause 2.1, the owner shall not cause, suffer or permit any of the following activities within the No Development Area:
 - 2.2.1 the construction of a dwelling or the undertaking of any other building work;
 - 2.2.2 the construction of any fencing, except for post-and-rail or post and wire fencing of a rural style;
 - 2.2.3 the construction of any retaining wall, swimming pool, tennis court, garden shed, outbuilding or any paved or sealed surface;
 - 2.2.4 the construction of any driveway, whether made or naturally formed, or the parking or driving of any vehicle on or over the land; and
 - 2.2.5 the installation of any water or sewer pipes, stormwater pipes, drains, hoses, drainage swales ,irrigation systems or any other system for conveying water;
 - 2.2.6 the excavation or the placement of any fill;
 - 2.2.7 the channeling, piping or directing of any storm water or overflow over the No Development Area at any time;
 - 2.2.8 the planting or landscaping of the No Development area except for the planting of native vegetation of species not requiring any watering;and
 - 2.2.9 the watering of any plants.

- 2.3 The Owner shall, within 6 months of the date of this Deed construct a post and rail or post and wire fence of a rural style along the boundary of the No Development Area as depicted in Annexure B and the balance of the Land;
- 2.4 The Owner shall ensure that the fence is maintained to the reasonable satisfaction of Council at all times.

3. **RESTRICTION ON LEASING AND OTHER DEALINGS**

The Owner shall not grant any lease licence easement or other right of any nature whatsoever 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 Deed unless such grant:

- 3.1 is expressed in writing;
- 3.2 is made with the previous written consent of the Council; and
- 3.3 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 Deed.

4. **COUNCIL'S POWERS OF ENTRY, ETC**

- 4.1 The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter the Land for the purpose of:
 - 4.1.1 inspecting the Land and any building or structure thereupon;
 - 4.1.2 exercising any other powers of the Council under this Deed or pursuant to law.
- 4.2 If the Owner is in breach of any provision of this Deed, 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 thereby incurred from the Owner.
- 4.3 If in a notice referred to in Clause 4.2 the Council requires the removal of the building or structure from the Land the Council and its servants or agents are hereby 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 shall have any monetary value then the Council shall use its best endeavours to realise that monetary value and shall after the disposal account to the Owner and pay to him the realised value less all expenses incurred.
- 4.4 The Council may delegate any of its powers under this Deed to any person.

5. VARIATION AND WAIVER

- 5.1 This Deed may not be varied except by a Supplementary Deed signed by the Council and the Owner.
- 5.2 The Council may waive compliance by the Owner with the whole or any part of the obligations on the Owner's part herein contained provided that no such waiver shall be effective unless expressed in writing and signed by the Council.

6. NOTICES

Notice shall for the purposes of this Deed be properly served on the Owner if it is:

- 6.1 posted to the Owner's last address known to the Council; or
- 6.2 affixed in a prominent position on the Land.

7. 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 Deed.

8. NOTATION OF THIS DEED

Each party shall do and execute all such acts documents and things as shall be necessary to ensure that as soon as is possible after the execution of this Deed by all necessary parties this Deed is lodged and a memorial thereof entered on the Certificate of Title for the Land pursuant to the provisions of Section 57(5) of the Act in priority to any other registrable interest in the Land save and except for the estate and interest of the Owner therein.

9. GOVERNING LAW

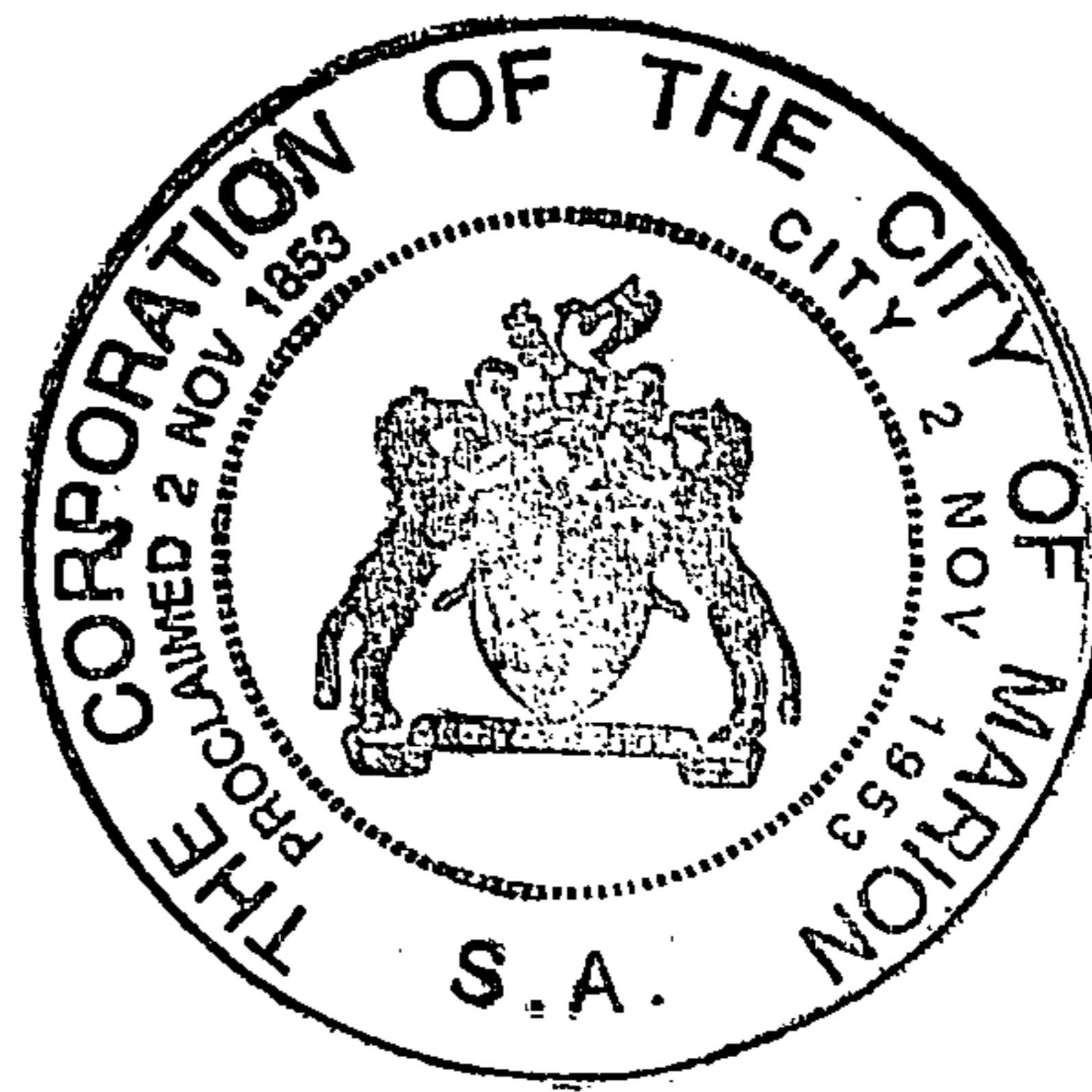
The law governing the interpretation and implementation of the provisions of this Deed shall be the law of South Australia.

10. GENERAL PROVISIONS

- 10.1 If any provision of this Deed shall be found by a court of competent jurisdiction to be invalid or unenforceable in law THEN and in such case the parties hereby request and direct such court to sever such provision from this Deed.
- 10.2 This Deed contains the whole agreement between the parties in respect of the matters referred to herein.

EXECUTED as a deed

THE COMMON SEAL of
CITY OF MARION was hereunto affixed
in the presence of:



[Signature] Mayor
..... Chief Executive Officer

EXECUTED by
~~THE COMMON SEAL of SOUTHERN~~
~~PASTORAL CO PTY LTD~~ was hereunto affixed in the presence of:) in accordance with section 127 of the
Corporations Act 2001)

[Signature] Director

[Signature] Secretary

ST GEORGE BANK LIMITED being a person with a legal interest in the Land by registered Mortgage No 8762837 **HEREBY CONSENTS** to the Owner entering into this Deed.

St. George Bank Limited
Of 97 King William St Adelaide

ACN 055 513 070

By its Attorney

PAUL SAWCZENKO
who certifies that he is the
Commerical Securities Officer
of the Bank

Paul Sawczenko
Power of Attorney No. 8459031

Kelly O'Neill
Signature of Witness

KELLY O'NEILL
Full Name of Witness
97 King William Street, Adelaide
Address

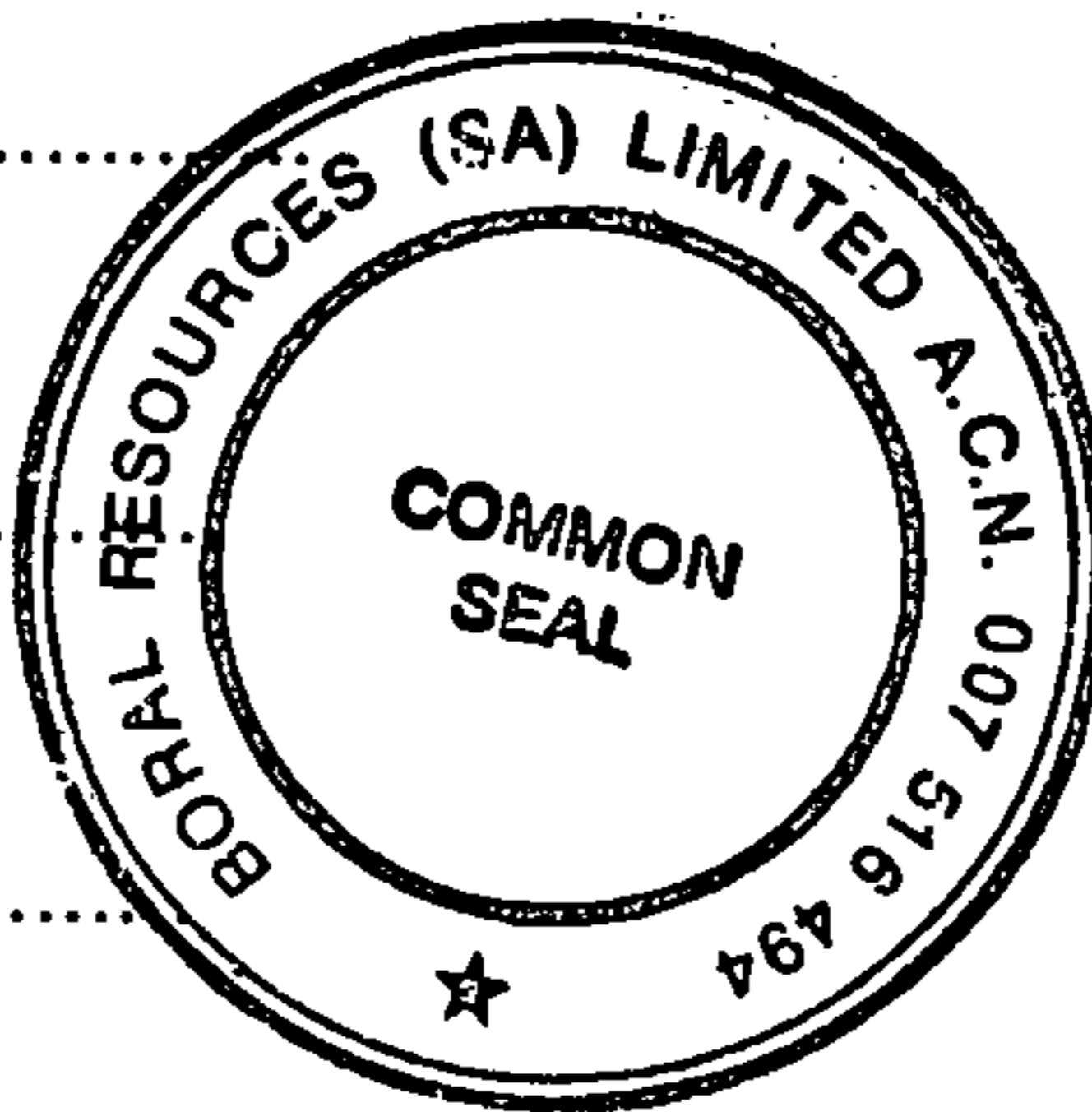
84245642
Telephone No.

**THE COMMON SEAL of BORAL
RESOURCES (SA) LTD** was affixed in the
presence of:

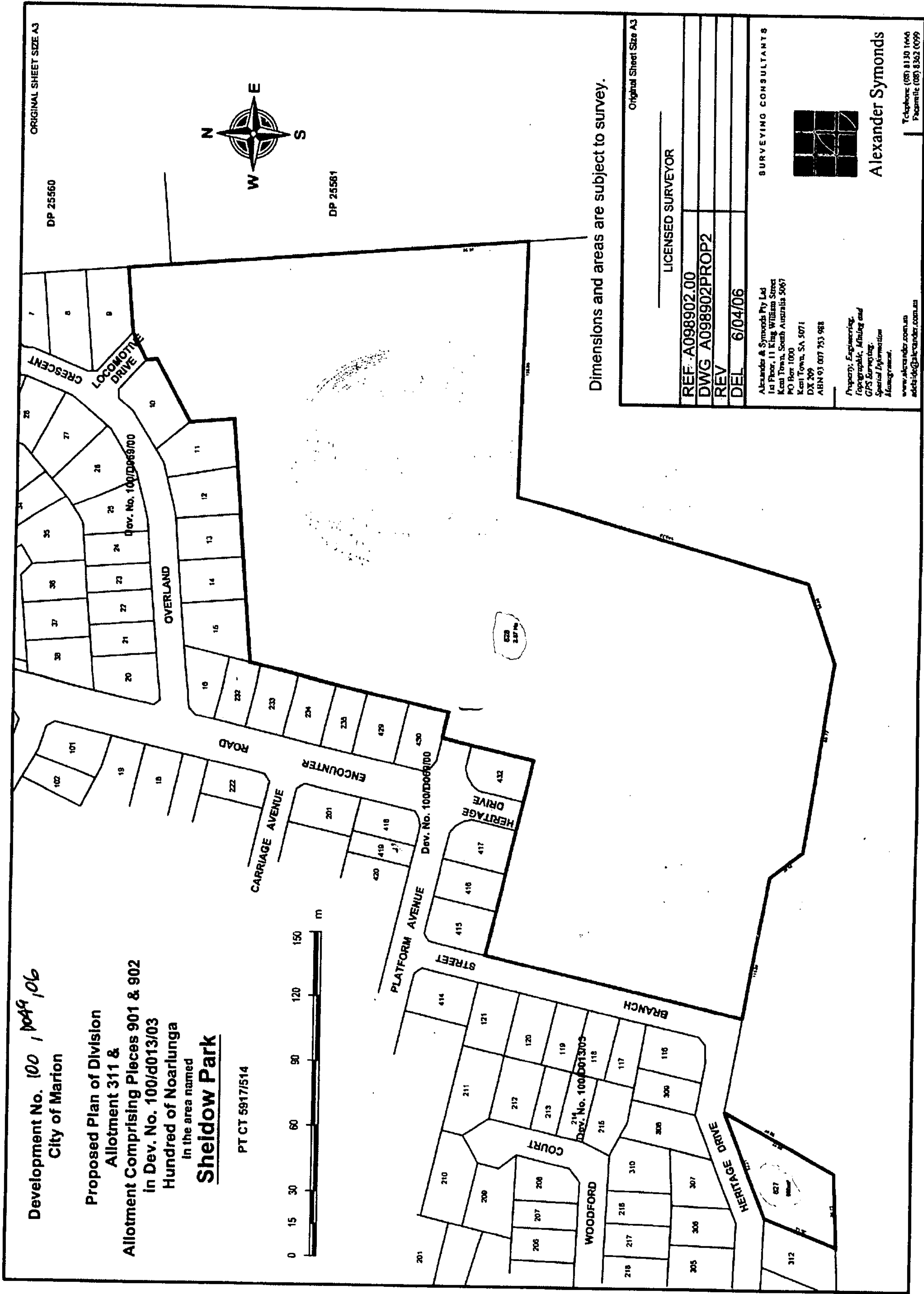
Print ~~Full~~ Name

Graham B. Faber

Print Full Name

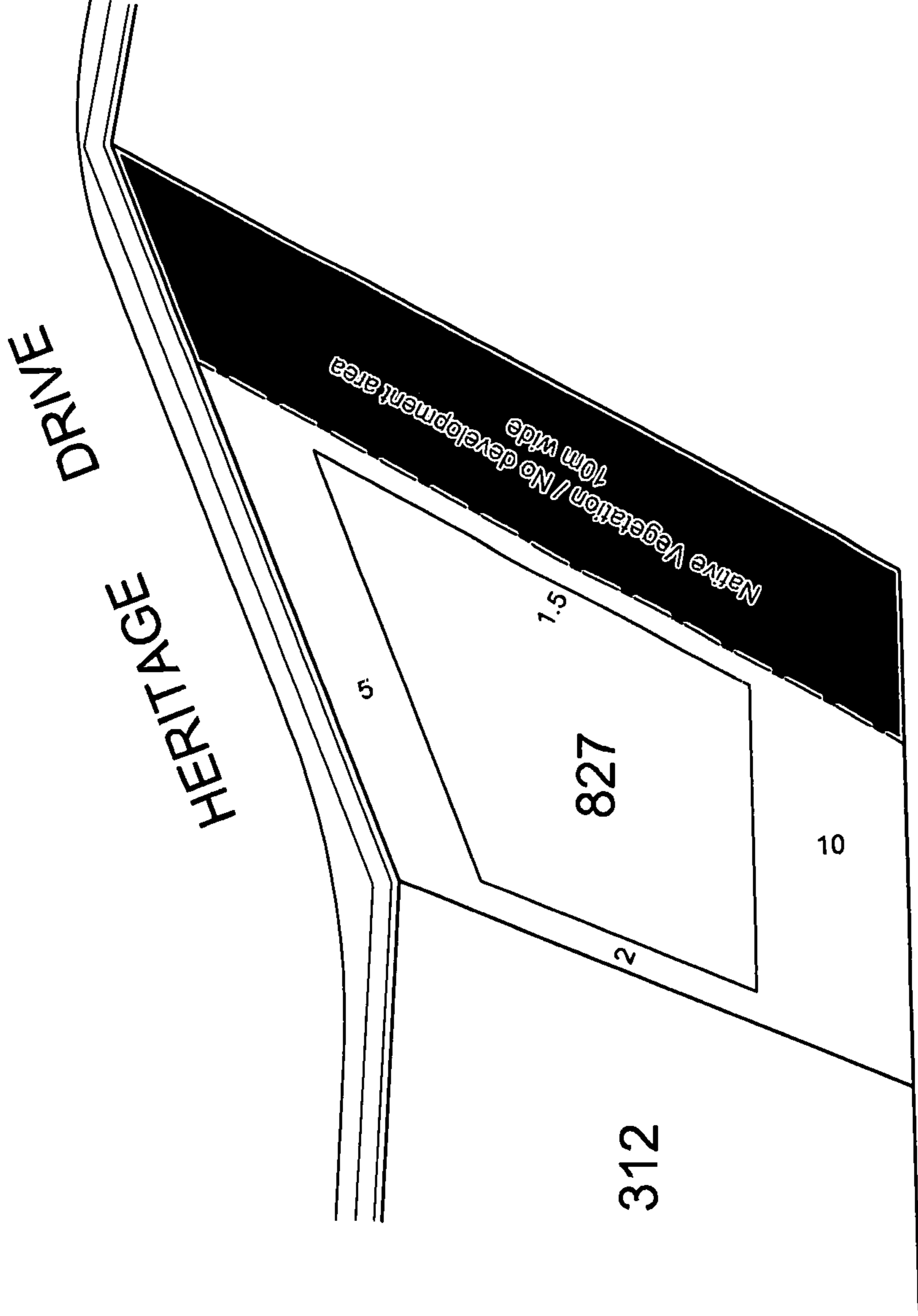
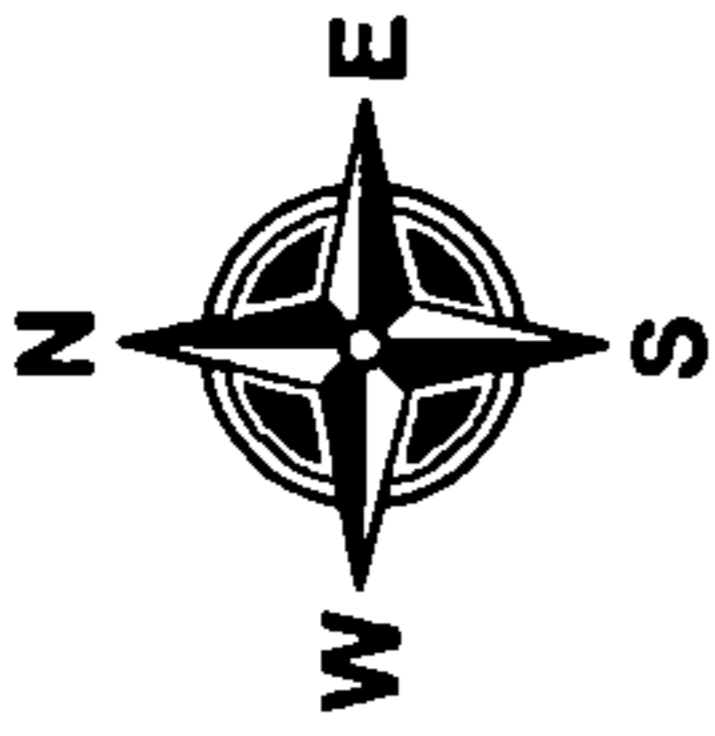


Signed for and on behalf of 
SOUTHERN PASTORAL CO PTY LTD (ACN 079 317 598)



ORIGINAL SHEET SIZE A4

Sheidow Park
Stage 23
Allotment 827
Building Envelope Plan



—— 1 & 2 Storey dwelling setback

No driveway over the No Development Area

DATED

2007

BETWEEN:

CITY OF MARION

of the one part

AND

**SOUTHERN PASTORAL CO PTY LTD (ACN
079 317 598)**

of the other part

LAND MANAGEMENT AGREEMENT

BY DEED

NORMAN WATERHOUSE

Lawyers

Level 15

45 Pirie Street

ADELAIDE SA 5000

Telephone: 8210 1200