

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

APPLICATION

FORM APPROVED BY THE REGISTRAR-GENERAL

Orig. **AG 13143926**



15:47 15-Jul-2019
1 of 4

PRIORITY NOTICE ID

BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY

SERIES NO	PREFIX
	AG

AGENT CODE

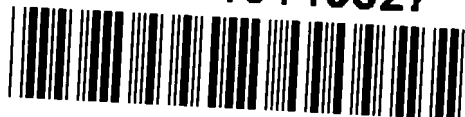
LODGED BY: Oak Law

CORRECTION TO: Lisa Joan Harrington

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
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Orig. **AG 13143927**



15:47 15-Jul-2019
2 of 4

CORRECTION

PASSED

REGISTERED 12/19/2019



PRO REGISTRAR-GENERAL

APPLICATION TO NOTE A LAND MANAGEMENT AGREEMENT

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

LAND DESCRIPTION

First, Whole of the land comprised in Certificate of Title Volume 5549 Folio 833; ✓

And secondly, Whole of the land comprised in Certificate of Title Volume 5722 Folio 514 and Volume 5774 Folio 802 ✓

ESTATE & INTEREST

FEE SIMPLE

APPLICANT (Full name and address)

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

SPECIFY NATURE OF APPLICATION

The applicant applies pursuant to section 57(5) of the *Development Act 1993* to note the Land Management Agreement pursuant to section 57(2) of the *Development Act 1993* dated 11th day of July 2019 ("**the Agreement**") between the CORPORATION OF THE CITY OF MARION of 245 Sturt Road Sturt SA 5047 and;

First, FELMERI HOLDINGS PTY LTD (ACN 163 148 696) of 32 King William Road Wayville SA 5034; and ✓

Secondly, MARCALEK PTY LTD (ACN 603 715 868) of 32 King William Road Wayville SA 5034 ✓

to note the Agreement on the certificate of title for the land described above.

DATED 15 July 2019

CERTIFICATION *Delete the inapplicable

Applicant

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

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

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

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

Signed By:

Executed under delegated authority

Execution clause contained in the annexures

for: the CORPORATION OF THE CITY OF MARION

on behalf of the Applicant

Our Ref: LJH:18-0247

6 September 2019

Land Services SA
101 Grenfell Street
Adelaide SA 5000

Attention: Mr Mark McNeil



OAK LAW
Corporate & Commercial

204 Melbourne Street
NORTH ADELAIDE 5006

P: 08 8239 0393
F: 08 8219 0015

Dear Mark

**GRANT OF EASEMENT: 13143928 and 13143929
TO BE FULLY WITHDRAWN/REMOVED**

W: www.oaklaw.com.au
E: admin@oaklaw.com.au

We refer to previous correspondence in this matter.

As discussed, these easement documents were annexures to the Land Management Agreements ("LMA") and were not lodged as registerable Grants of Easements.

It appears that after lodgement of the LMA's these draft Grants of Easement may have accidentally been separated from the LMA.

Please find attached a copy of the email from Betty Rushwan from Cowell Clarke confirming this position.

Accordingly, can you please arrange for these documents to be removed and the LMA registered.

Please contact me if you have any questions.

Yours faithfully

OAK LAW

Lisa Harrington
Director
Email: lharrington@oaklaw.com.au

Lisa Harrington

From: Betty Rushwan <BRushwan@CowellClarke.com.au>
Sent: Monday, 26 August 2019 2:18 PM
To: 'Mark McNeil'
Cc: Lisa Harrington; Kieren Chester
Subject: Easement over Matthew Street Reserve, O'Halloran Hill - Requisition Nos 13143929 & 13143928 [172124] [CC-MATTER.FID240721]
Attachments: Requisitioned Grant of Easement 13143929 20190822.PDF; Requisitioned Grant of Easement 13143928 20190822.PDF

Dear Mark

I refer to our telephone discussion now with respect to the above matter.

As discussed, we have received from Land Services SA two requisitions notices, **attached**.

Please note that Cowell Clarke did not lodge the attached Grants of Easement with Lands Services SA.

We understand from our discussions with Oaks Lawyers and the City of Marion that Oaks Lawyers lodged the draft Grants of Easement as attachments to a Land Management Agreement ("**LMA**") on behalf of the City of Marion. Oaks Lawyers have further advised that the draft Grants of Easement may have accidentally been separated from the LMA.

We understand that Lisa Harrington of Oaks Lawyers will need to contact you and confirm that the Grants of Easement were only attachments to the LMA and not lodged separately.

Please advise if you require any further information from us.

Kind regards

Betty Rushwan
Conveyancer

D: +61 8 8228 1175 | E: brushwan@cowellclarke.com.au | W: www.cowellclarke.com.au




Celebrating 30 Years!

Cowell Clarke Pty Ltd ABN 17 631 601 397

Member firm of ALFA International®

Level 9, 63 Pirie Street
Adelaide SA 5000 Australia
T: +61 8 8228 1111

Level 21, 133 Castlereagh Street
Sydney NSW 2000 Australia
T: +61 2 8089 3199

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Liability limited by a scheme approved under the Professional Standards Legislation. The contents of this email may be confidential and may be protected by legal professional privilege.

Incidents of email interception to change bank details are being reported with alarming frequency. Cowell Clarke will never notify you of our bank details or a change in bank details in the body of an email.

If you receive an email to this effect, or any that causes suspicion as to authenticity, please contact us immediately.

If you have received this email in error, please reply to us immediately and delete this email and any attachments.

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

To be completed by lodging party

Office Use Only

ANNEXURE to GRANT OF EASEMENT dated

NUMBER

over Certificate of Title Volume: 5519 Folio: 623

COVENANTS

1. Grantee's Obligations

- 1.1. The Grantee is solely responsible at its own cost and expense for the repair and maintenance of the portion of the land marked [INSERT] on FX [INSERT] ("**Easement Land**"), and the Grantee must ensure that the Easement Land is maintained in good repair and condition, pursuant to the rights and liberties noted in this Grant of Easement.
- 1.2. The Grantor shall bear no responsibility for the maintenance of any pipes on the Easement Land or for the stability of any pipes or the ground on the Easement Land.
- 1.3. The Grantee must provide the Grantor with at least seven days written notice of any works to be carried out over the Easement Land pursuant to clause 1.1 and must complete those works within a reasonable timeframe and in a proper and workmanlike manner.
- 1.4. The Grantee and/or their successors in title will attend to any works that relate to the discharge of the stormwater into the watercourse as requested by the Grantor, whether contained with the Easement Land or not, such as the effect of erosion, or contamination of the watercourse caused by the discharge of stormwater from the Grantee's land.
- 1.5. If the Grantee fails to comply with its obligations pursuant to clause 1.1, the Grantor and the Grantor's contractors shall be entitled to effect or perform any maintenance, alteration, repair or other work as may be required and the Grantee must pay to the Grantor on demand an amount equal to all reasonable costs and expenses incurred by the Grantor in effecting or performing any maintenance, alteration, repair or other work as may be required (including GST on any such amounts).
- 1.6. The Grantee must repair any damage to the land caused by the exercise by the Grantee of its rights pursuant to this Easement Land and must reinstate the Easement Land to the condition that it was in prior to the exercise by the Grantee of its rights under this easement.
- 1.7. The Grantor and Grantee's rights and obligations under this easement bind each of its respective heirs, successors, transferees and assigns.
- 1.8. The Grantee and/or their successors in title must not make any claim against the Grantor for any failure of the pipes.

CONSENT TO THE GRANT OF AN EASEMENT

CONSENTING PARTY (Full Name and Address)

NATIONAL AUSTRALIA BANK LTD (ACN 004 044 937) of 22-28 King William Street, Adelaide SA 5000

NATURE OF ESTATE OR INTEREST HELD

As Mortgagee

I/We the consenting party consent to the

- (1)* discharge of *Encumbrance / *Mortgage over the easement being granted pursuant to Section 144 of the Real Property Act 1886.
- (2)* granting of the easement subject to *Encumbrance / *Mortgage 12036890 pursuant to Section 90F of the Real Property Act 1886.

* Strike through the inapplicable

EXECUTION BY CONSENTING PARTY

DATED

Signed in my presence by PAUL CARRUTHERS SENIOR BUSINESS BANKING MANAGER who is either personally known to me or has satisfied me as to his or her identity as attorney for National Australia Bank Limited	NATIONAL AUSTRALIA BANK LIMITED by its Attorney who holds the position of Level 3 Attorney P/A No. 10664492
Signature of Witness NICHOLAS JAMES ORECHOV	
Print Full Name of Witness 22 KING WILLIAM ST	
Address of Witness ADELAIDE SA 5000	
Business Hours: Telephone number 0840767779	

DATED

CERTIFICATION **Delete the inapplicable*

Grantor(s)

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

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

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

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

Signed By:

Betty Rushwan
Registered Conveyancer

for: Cowell Clarke

On behalf of the Grantor

Grantee(s)

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

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

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

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

Signed By:

Ryan Edwards
Registered Conveyancer

for: Carrington Conveyancers

On behalf of the Grantee

THE GRANTOR ACKNOWLEDGES RECEIPT OF THE CONSIDERATION HEREIN EXPRESSED AND HEREBY GRANTS TO THE GRANTEE

HERE SET FORTH THE RIGHTS AND LIBERTIES BEING CREATED AND DEFINE PRECISELY

The right for the Grantee and its agents, servants and workmen at any time to break the surface of, dig, open up and use that portion of the land marked [INSERT] on FX [INSERT] for the purpose of laying down, fixing, taking up, repairing, re-laying or examining drains or drainage pipes for drainage purposes and to enter the land at any time (if necessary with vehicles and equipment) for any of those purposes

TO BE HELD APPURTENANT TO:-

HERE SET FORTH THE APPURTENANCE AND DEFINE PRECISELY

The whole of the land in Certificate of Title Volume 5549 Folio 833

and the Grantor and Grantee, the parties to the easement, hereby covenant and agree as set out in **Annexure A**

GRANT OF EASEMENT

(Pursuant to Section 96 of the Real Property Act 1886)

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

LAND DESCRIPTION OVER WHICH RIGHTS AND LIBERTIES ARE BEING GRANTED

Whole of the land in Certificate of Title Volume 5519 Folio 623

6204/318 2-

6204/318

ESTATE & INTEREST

Fee simple

GRANTOR(S) (Full name and address)

THE CORPORATION OF THE CITY OF MARION of PO Box 21, Oaklands Park SA 5046

CONSIDERATION (Words and figures)

Pursuant to an Agreement between the Grantor and Grantee for [Insert consideration words] [Insert consideration numbers]

GRANTEE(S) (Full name, address, mode of holding and appurtenant land description)

FELMERI HOLDINGS PTY LTD ACN 163 148 696 of PO Box 267, Marlestone SA 5033 and being the registered proprietor of Certificate of Title Volume 5549 Folio 833

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

GRANT OF EASEMENT

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID

SERIES NO	PREFIX
	TG

AGENT CODE

LODGED BY:

COWELL CLARKE

CCL1

CORRECTION TO:

COWELL CLARKE

CCL1

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SUPPORTING DOCUMENTATION LODGED WITH APPLICATION
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PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS:

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CORRECTION

PASSED

REGISTERED

REGISTRAR-GENERAL

Annexure E Consents**MORTGAGEE CONSENT**


NATIONAL AUSTRALIA BANK LTD. being the mortgagee over:

1. first the land situated in Certificate of Title Volume 5549 Folio 833; and
2. secondly the land situated in Certificates of Title Volume 5774 Folio 802 and Volume 5722 Folio 514

under and by virtue of:

3. first the memorandum of mortgage 12036890; and
4. secondly the memorandum of mortgage 12311607

at the request of the relevant registered proprietors, consents to the granting of and the registering of the Land Management Agreement against the titles, on the terms set out in this document.



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

<p>To be completed by lodging party</p> <p>ANNEXURE to GRANT OF EASEMENT dated</p> <p>over Certificate of Title Volume: 5519 Folio: 623</p>	<p>Office Use Only</p> <p>NUMBER</p>
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COVENANTS

1. Grantee's Obligations

- 1.1. The Grantee is solely responsible at its own cost and expense for the repair and maintenance of the portion of the land marked [INSERT] on FX [INSERT] ("**Easement Land**"), and the Grantee must ensure that the Easement Land is maintained in good repair and condition, pursuant to the rights and liberties noted in this Grant of Easement.
- 1.2. The Grantor shall bear no responsibility for the maintenance of any pipes on the Easement Land or for the stability of any pipes or the ground on the Easement Land.
- 1.3. The Grantee must provide the Grantor with at least seven days written notice of any works to be carried out over the Easement Land pursuant to clause 1.1 and must complete those works within a reasonable timeframe and in a proper and workmanlike manner.
- 1.4. The Grantee and/or their successors in title will attend to any works that relate to the discharge of the stormwater into the watercourse as requested by the Grantor, whether contained with the Easement Land or not, such as the effect of erosion, or contamination of the watercourse caused by the discharge of stormwater from the Grantee's land.
- 1.5. If the Grantee fails to comply with its obligations pursuant to clause 1.1, the Grantor and the Grantor's contractors shall be entitled to effect or perform any maintenance, alteration, repair or other work as may be required and the Grantee must pay to the Grantor on demand an amount equal to all reasonable costs and expenses incurred by the Grantor in effecting or performing any maintenance, alteration, repair or other work as may be required (including GST on any such amounts).
- 1.6. The Grantee must repair any damage to the land caused by the exercise by the Grantee of its rights pursuant to this Easement Land and must reinstate the Easement Land to the condition that it was in prior to the exercise by the Grantee of its rights under this easement.
- 1.7. The Grantor and Grantee's rights and obligations under this easement bind each of its respective heirs, successors, transferees and assigns.
- 1.8. The Grantee and/or their successors in title must not make any claim against the Grantor for any failure of the pipes.

CONSENT TO THE GRANT OF AN EASEMENT

CONSENTING PARTY (Full Name and Address)

NATIONAL AUSTRALIA BANK LTD (ACN 004 044 937) of 22-28 King William Street, Adelaide SA 5000

NATURE OF ESTATE OR INTEREST HELD

As Mortgagee

I/We the consenting party consent to the

- (1)* discharge of *Encumbrance / *Mortgage over the easement being granted pursuant to Section 144 of the Real Property Act 1886.
- (2)* granting of the easement subject to *Encumbrance / *Mortgage 12311607 pursuant to Section 90F of the Real Property Act 1886.

* Strike through the inapplicable

EXECUTION BY CONSENTING PARTY

DATED

Signed in my presence by PAUL CARRUTHERS SENIOR BUSINESS BANKING MANAGER who is either personally known to me or has satisfied me as to his or her identity, as attorney for National Australia Bank Limited	NATIONAL AUSTRALIA BANK LIMITED by its Attorney who holds the position of Level 3 Attorney PRG P/A No. 10684482
Signature of Witness	
NICHOLAS JAMES ORECHOV Print Full Name of Witness	
22 KING WILLIAM ST Address of Witness	
Adelaide SA 5000	
Business Hours: Telephone number 08 84076779	

DATED

CERTIFICATION ~~*Delete the inapplicable~~

Grantor(s)

- *The Prescribed Person has taken reasonable steps to verify the identity of the Grantor.
- *The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Prescribed Person has retained the evidence to support this Registry Instrument or Document.
- *The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Betty Rushwan
Registered Conveyancer
for: Cowell Clarke
On behalf of the Grantor

Grantee(s)

- *The Prescribed Person has taken reasonable steps to verify the identity of the Grantee.
- *The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Prescribed Person has retained the evidence to support this Registry Instrument or Document.
- *The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Ryan Edwards
Registered Conveyancer
for: Carrington Conveyancers
On behalf of the Grantee

THE GRANTOR ACKNOWLEDGES RECEIPT OF THE CONSIDERATION HEREIN EXPRESSED AND HEREBY GRANTS TO THE GRANTEE

HERE SET FORTH THE RIGHTS AND LIBERTIES BEING CREATED AND DEFINE PRECISELY

The right for the Grantee and its agents, servants and workmen at any time to break the surface of, dig, open up and use that portion of the land marked [INSERT] on FX [INSERT] for the purpose of laying down, fixing, taking up, repairing, re-laying or examining drains or drainage pipes for drainage purposes and to enter the land at any time (if necessary with vehicles and equipment) for any of those purposes

TO BE HELD APPURTENANT TO:-

HERE SET FORTH THE APPURTENANCE AND DEFINE PRECISELY

The whole of the land in Certificates of Title Volume 5774 Folio 802 and Volume 5722 Folio 514

and the Grantor and Grantee, the parties to the easement, hereby covenant and agree as set out in **Annexure A**

GRANT OF EASEMENT

(Pursuant to Section 96 of the Real Property Act 1886)

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

LAND DESCRIPTION OVER WHICH RIGHTS AND LIBERTIES ARE BEING GRANTED

Whole of the land in Certificate of Title Volume 5519 Folio 623

6104/PA3

ESTATE & INTEREST

Fee simple

GRANTOR(S) (Full name and address)

THE CORPORATION OF THE CITY OF MARION of PO Box 21, Oaklands Park SA 5046

CONSIDERATION (Words and figures)

Pursuant to an Agreement between the Grantor and Grantee for [Insert consideration words] [Insert consideration numbers]

GRANTEE(S) (Full name, address, mode of holding and appurtenant land description)

MARCALEK PTY LTD ACN 603 715 868 of PO Box 267, Marleston SA 5033 and being the registered proprietor of Certificates of Title Volume 5774 Folio 802 and Volume 5722 Folio 514

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

GRANT OF EASEMENT

FORM APPROVED BY THE REGISTRAR-GENERAL

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LODGED BY:

COWELL CLARKE

CCL1

CORRECTION TO:

COWELL CLARKE

CCL1

SUPPORTING DOCUMENTATION LODGED WITH APPLICATION
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PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS:

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CORRECTION

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OAK LAW PTY LTD

LAND MANAGEMENT AGREEMENT

Between

FELMERI HOLDINGS PTY LTD ACN 163 148 696 ("Felmeri")

and MARCALEK PTY LTD ACN 603 715 868 ("Marcalek")

and The Corporation of the City of Marion ("Council")

LAND MANAGEMENT AGREEMENT

BETWEEN:

FELMERI HOLDINGS PTY LTD ACN 163 148
696 of 32 King William Road Wayville SA 5034
(**"Felmeri"**) and
MARCALEK PTY LTD ACN 603 715 868
of 32 King William Road Wayville SA 5034
(**"Marcalek"**)
(collectively the **"Owners"**)

The Corporation of the City of Marion
of 245 Sturt Road Sturt SA 5047 (**"Council"**)

RECITALS:

- A. Felmeri is the registered proprietor of the land contained in Certificate of Title Volume 5549 Folio 833 and Marcalek is the registered proprietor of the land contained in Certificate of Title Volume 5774 Folio 802 and Volume 5722 Folio 514, known as 1700 to 1704 Main South Road O'Halloran Hill (**"Land"**).
- B. Council is the registered proprietor of the land contained in Certificate of Title Volume 5519 Folio 623 (**"Reserve"**).
- C. The Reserve is not adjacent the Land.
- D. By development application 100/2013/1385, the Owners obtained development approval under the *Development Act, 1993* (**"Act"**) to divide the land into 23 community lots and common property for residential purposes, and to install certain infrastructure including a driveway crossover from Main South Road, internal roads and stormwater infrastructure (**"Development Approval"**). A copy of the decision notification form and approved plan of division is attached at **Annexure A**.
- E. The stormwater infrastructure approved as part of the Development Approval was designed to collect and detain stormwater on the Land, and then discharge it through a pipe installed on adjoining land immediately to the south of the Land (as described and comprised in Certificates of Title Volume 5775 Folio 21 and Volume 5774 Folio 788) (**"Adjoining Land"**) and then to the Reserve, but did not include infrastructure to convey flows through the Reserve to the adjoining street watertable. The plans depicting the stormwater infrastructure approved as part of the Development Approval are attached at **Annexure B** (**"Stormwater Drainage Layout"**).
- F. In reliance on the Development Approval, the Owners have undertaken works on the Land including the installation of certain stormwater infrastructure. The Owners have not constructed stormwater infrastructure on Adjoining Land or the Reserve.
- G. Despite obtaining a certificate under section 51 of the Act in relation to Development Approval, the Owners have not sought to deposit the plan of division approved by Development Approval.

FF. M

- H. By development application 100/2017/2017 ("**Development Application 1**"), the Owners have now applied to the Council to divide the Land to create 2 Torrens Title allotments and certain easements according to the plans attached at **Annexure C** ("**Plan 1**"). It is proposed that Allotment 2 will be developed as a child care centre.
- I. By development application 100/1968/2017 ("**Development Application 2**"), the Owners have also applied (subject to approval and deposit of Plan 1) to the Council to further divide Allotment 1 in Plan 1 to create 20 community lots and common property for residential purposes.
- J. The Stormwater System proposed in Development Application 1 and Development Application 2 ("**the Development Applications**") incorporates the Stormwater Drainage Layout (as already partially constructed on the Land) notwithstanding that it may not be adequate for that purpose. Consequently, in the event that the Stormwater Drainage Layout is approved (with or without modification) as part of the Development Applications, the Council wishes to be adequately protected from potential liability in the event that any loss or damage occurs on account of flooding.
- K. The Council also wishes to ensure that ownership and responsibility for ongoing maintenance and replacement of stormwater infrastructure approved and constructed as part of the Development Applications remains with the Owners.
- L. The parties have agreed to development and management of the Land pursuant to section 57A(1) of the *Development Act 1993* ("**the Act**") and in accordance with the terms and conditions set out in this Land Management Agreement.

IT IS NOW COVENANTED AND AGREED as follows:


1. RECITALS

The Parties agree that the Recitals are true and correct and form a part of this Agreement.

2. DEFINITIONS AND CONSTRUCTION

2.1 In this Agreement unless the context otherwise provides;

- 2.1.1 **Act** means the Development Act 1993.
- 2.1.2 **Allotment 1** means the allotment numbered 1 on Plan 1.
- 2.1.3 **Allotment 2** means the allotment numbered 2 on Plan 1.
- 2.1.4 **Business day** means a day that is not a Saturday, Sunday or public holiday in South Australia.
- 2.1.5 **Claim** means any claim, demand, proceedings, suit, action or cause of action, whether in contract, tort, equity or under statute, and any loss, costs expense or liability arising from or in connection the Owners', or any third parties, use of the Land.
- 2.1.6 **Detention Tank** means the detention tank as depicted on the Stormwater Drainage Layout plan 16485-C01 Revision F forming part of Annexure B.

FF. 

- 2.1.7 **Drainage Easement** means the grant of easements to be entered into between the Council and the Owners substantially in the form of the grant of easements document attached as **Annexure D**.
- 2.1.8 **Infrastructure** means infrastructure required to support the development proposed in the Development Applications and includes internal roads, Main South Road driveway crossover (including kerb, invert and driveway crossover and any other DPTI requirements), the Stormwater System and all other services associated with the Land
- 2.1.9 **Stormwater System** means the stormwater drainage system, including pipes, pits, drains, detention/retention tank, discharge headwall and connections designed to convey stormwater within and from the Land, through the Adjoining Land and the Reserve, to the watertable on Matthew Street, as may be approved as part of the Development Applications (or either of them).
- 2.2 In this Agreement:
- 2.2.1 headings do not affect interpretation;
- 2.2.2 words importing the singular shall embrace the plural and words importing one gender shall embrace the other and vice versa respectively;
- 2.2.3 a reference to the Owners includes each person registered or entitled to be registered as a proprietor of an estate in fee simple on the Land;
- 2.2.4 a reference to the Land includes any part or portion of the Land;
- 2.2.5 a reference to a plan includes any approved variation to that plan;
- 2.2.6 a reference to a person or entity includes a natural person, a partnership, corporation, trust, association, unincorporated body, authority or other entity;
- 2.2.7 a reference to a Party to this Agreement includes that Party's related entities, directors, officers, employees, servants, agents, executors, successors, administrators,
- 2.2.8 a reference to "\$" or "Dollars" is a reference to Australian currency;
- 2.2.9 the use of the word "including" shall not be interpreted as a word of limitation; and
- 2.2.10 no rule of construction shall apply to the disadvantage of a Party because that Party was responsible for the preparation of the Agreement.
- 2.3 In this Agreement any requirements set out in this Agreement are to be construed as additional to requirements on any Party at law in respect of the Land and adjoining land or under any acts or legislation.

FE H

3. OWNER'S OBLIGATIONS

The Owners agree and acknowledge that:

3.1 Stormwater

the Stormwater System will be installed in accordance with any approvals (and accompanying plans and details) granted under the Act in relation to the Development Applications and, without limiting any other obligations, the Stormwater System will:

- 3.1.1 be designed to include a pipe and such other modifications or additions as necessary to ensure that stormwater can be conveyed underground through the Reserve via the Drainage Easement to the watertable on Matthew Street;
- 3.1.2 be constructed and commissioned prior to the occupation of any building on the Land;
- 3.1.3 be maintained by the Owners in accordance with the said approvals, plans and details at all times;
- 3.1.4 be owned by the Owners.

3.2 Infrastructure

- 3.2.1 the Infrastructure required to complete road access and provide the Stormwater System in accordance with any approvals granted under the Act in relation to Development Applications will be owned solely by the Owners; and
- 3.2.2 Council does not:
 - 3.2.2.1 subject to Clause 3.4 of this Agreement retain any ownership of Infrastructure; and
 - 3.2.2.2 not have any obligations or liabilities in respect of Infrastructure except to the extent that Council, or an employee, contractor or agent of Council causes or contributes to any damage to the said Infrastructure.
- 3.3 Notwithstanding any provisions to the contrary, the driveway crossover and kerbing on the road reserve are owned by Council. The Owners are responsible for all maintenance of these items and must comply with the provisions of the *Local Government Act 1999* (LG Act), including any permit or authorisation under section 221 of the LG Act.
- 3.4 The Owners must provide to any person commencing occupation of the Land before commencement of that occupation information regarding this Agreement insofar as it relates to the Acknowledgement, Indemnity and Release contained within Clause 6 of this Agreement.
- 3.5 Prior to the occupancy of any building on Allotment 2, all roofed areas and other impervious surfaces must be plumbed directly to the Detention Tank.

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4. DRAINAGE EASEMENT

- 4.1 Subject to the approval of the Stormwater System under the Act, the Council has agreed to grant the Drainage Easement over the portion of land identified as B in Plan 1 to the Owners substantially on the terms and conditions contained in Annexure E.
- 4.2 In consideration of Council granting the Drainage Easement to the Owners, the Owners shall pay the sum of Five Thousand Dollars (\$5,000) plus GST if applicable.
- 4.3 The Owners shall pay the sum specified in Clause 4.2 of this Agreement plus GST if applicable to Council immediately upon lodgement of the Drainage Easement at the Lands Titles Office for registration.
- 4.4 The Drainage Easement will be granted by separate grant, and the Owners will amend Application 1 accordingly to remove the Drainage Easement.
- 4.5 In the event that after grant and registration of the Drainage Easement, any development approval granted in relation to the Development Applications expires or lapses without having been implemented, then the Owners agree at their expense and without any claim for compensation against the Council, to surrender the easement and to apply to the Registrar General (and to do all other things necessary) to remove any notation of the Drainage Easement against any relevant certificate of title.
- 4.6 The Council will promptly provide any necessary documents and consent required to register the Drainage Easement.
- 4.7 All costs in relation to the preparation stamping and lodgement of the Drainage Easement at the Lands Titles Office will be the sole responsibility of the Owner.

5. INTERNAL DRAINAGE EASEMENTS

The Owners agree and acknowledge that in accordance with the Development Applications, the Stormwater System is required to support the stormwater drainage required for the whole of the Land (including all allotments created in accordance with the Applications) and accordingly each of them acknowledge and agree:

- 5.1 that easements as necessary to support and maintain the Stormwater System within the Land must, to the extent necessary, be granted and maintained at all times;
- 5.2 to maintain and promptly repair any land and infrastructure required for drainage on that Owner's allotment; and
- 5.3 not cause **any**:
 - 5.3.1 damage; or
 - 5.3.2 interference to the said land and infrastructure required for drainage.

6. OWNERS' ACKNOWLEDGEMENT, RELEASE AND INDEMNITY

- 6.1 The Owners acknowledge that the Stormwater System, although approved under the Act, may not be adequate for its intended purpose, and may result in flooding of the Land in a major storm event.

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- 6.2 The Owners fully indemnify the Council in respect of all Claims by any person for injury to any person and/or any loss or damage to property caused by or in connection with or arising out of the Stormwater System in respect of all costs and charges in connection therewith whether arising under statute or common law except to the extent caused or contributed to by the negligence of the Council.
- 6.3 The Owners hereby irrevocably and unconditionally release, discharge and forever hold harmless the Council from any past, current and future Claims relating to or in connection with or arising out of the Stormwater System except to the extent caused or contributed to by the negligence of the Council.

7. COUNCIL'S POWERS OF ENTRY

- 7.1 The Council may at any reasonable time enter the Land for the purpose of:
- 7.1.1 inspecting the Land and any building or structure on the Land;
 - 7.1.2 exercising any other powers of the Council under this agreement or pursuant to law.
- 7.2 If the Owners are in breach of any provision of this agreement, the Council may, by notice served on the Owners, specify the nature of the breach and require the Owners to remedy the breach within such time as may be nominated by the Council in the notice (being at least 28 days from the date of service of the notice unless the circumstances otherwise require). If the Owners fail 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 Owners.
- 7.3 If in a notice referred to in Clause 7.2 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 Owners 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 buildings 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 Owners and pay to the Owners the realised value less all expenses incurred.
- 7.4 The Council may delegate any of its powers under this agreement to any person.
- 7.5 The Owners agree that a breach of this agreement may cause loss or injury for which compensation is not an adequate remedy. If the Owners are in breach or is threatening a breach of any provision of this agreement, by word or actions, the Council may obtain an injunction restraining the Owners from committing the breach without proving any actual damage has or will be occasioned by the breach.
- 7.6 Clause 7.5 does not limit the Council's ability to obtain any other remedy against the Owner under this agreement or the Act.

8. SUCCESSOR BOUND

- 8.1 Any obligation on, or act or omission of a Party under this Agreement includes any obligation on, act or omission of any officer, employee, contractor, subcontractors, agent, invitee, lessee or licensee of that Party.
- 8.2 Where the Owner ceases to be an owner of land (or a portion of that land) subject to this Agreement, the Owner will ensure that the person who becomes the owner of the said land (or a portion of land) will enter into, or agree to be bound, by the terms of this Agreement.
- 8.3 The Owners indemnify Council from and against all loss and damage resulting from a breach of Clause 8.2 by the Owners except to the extent caused or contributed to by the negligence of the Council.
- 8.4 Without limiting the above:
 - 8.4.1 if a party to this Agreement is a natural person, this Agreement binds that party and that party's heirs, executors, administrators, successors and assigns.
 - 8.4.2 if a party to this Agreement is a company, an association or other body corporate, this Agreement binds that party and that party's managers, receivers, liquidators, successors and assigns.
- 8.5 Where a party ceases to be an owner of the land, that party's responsibilities pursuant to this Agreement shall continue to subsist.

9. JOINT AND SEVERAL LIABILITY

If a provision of this Agreement binds two or more parties, that provision binds those parties jointly and severally.

10. OPERATION AND APPLICATION OF THE AGREEMENT

- 10.1 The parties intend that this Agreement will be effective as a Land Management Agreement pursuant to section 57A(a) of the Act and will be registered under the Real Property Act 1886 as a note against an instrument of title to the Land.
- 10.2 Nothing in this Agreement shall be construed as Council granting consent, approval or in any way agreeing to the Development Applications or any current or future development of the Land.

11. NOTING OF THIS AGREEMENT

- 11.1 Each party shall do and execute all such acts, documents and things necessary so that as soon as practicable following the execution of this Agreement by all parties, the Agreement is noted against the Certificate of Title for the Land pursuant to the provisions of Section 57A of the Act.
- 11.2 The Owners must obtain all appropriate consents (including from all holders of registered interests rights or endorsements on the relevant Certificates of Title pertaining to the Land) and also pay any consent fees, stamp duty and registration costs on the Agreement.
- 11.3 Without providing a Notice to the Owners, Council may apply to the Registrar-General to note this Agreement against the Certificate of Title of the Land.

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12. GRANTS OF TIME OR INDULGENCE, COMPROMISE ETC.

- 12.1 Without limiting, affecting, waiving or discharging the liability of a Party under this Agreement, a Party may at any time and from time to time grant any time or other indulgence or consideration to any person who may be jointly or severally obligated under this Agreement.
- 12.2 This Agreement shall not be prejudiced, limited or effected by any delay or laches in the exercise or taking of any right, proceeding or remedy by a Party.

13. NOTICES

- 13.1 The parties acknowledge that any notice required to be given under this Agreement (Notice) shall be sufficiently given if the said Notice:
- 13.1.1 is forwarded to relevant party by registered post to the last known address;
 - 13.1.2 is delivered by hand to the last known address of the relevant party; or
 - 13.1.3 is emailed to last known email address used by the party.
- 13.2 Any such Notice will be deemed to be given:
- 13.2.1 where the said Notice is sent by mail, five Business Days or seven Business Days after posting if posting to or from a place outside Australia);
 - 13.2.2 where the said Notice is delivered by hand, on delivery;
 - 13.2.3 if sent by electronic mail, at the time and on the day shown in the sender's electronic mail delivery report, if it shows that the Notice was sent to the recipient's electronic mail address last Notified by the recipient to the sender.
- 13.3 However if the Notice is deemed to be received on a day that is not a business Day or after 5:00pm, the Notice is deemed to be received at 9:00am on the next Business Day.

14. ABOUT COUNCIL

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

15. TIME OF THE ESSENCE

Time shall be of the essence in respect of any time, date or period specified in this Agreement or in any notice served pursuant to this Agreement.

16. COSTS AND STAMP DUTY

The Owners will pay its and Council's costs of and incidental to the preparation, negotiation and execution of this Agreement. The Owners will pay the costs of and incidental to any documents prepared and executed pursuant to this Agreement and

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the costs of registering this Agreement, unless stated otherwise in this Agreement or those other documents.

17. **WHOLE AGREEMENT**

This Agreement constitutes the whole agreement made between the parties concerning the subject matter and supersedes all prior agreements, arrangements and understanding between the parties as to its subject matter.

18. **COUNTERPARTS**

18.1 This Agreement may be executed in any number of counterparts and all those counterparts taken together constitute one and the same instrument.

18.2 Where counterparts are used, this Agreement will come into effect upon the last exchange of either original, facsimile, or email attachment counterpart.

18.3 Where facsimile or email attachment counterparts are exchanged, original counterparts are to be exchanged as soon as practicable, but failure to exchange originals shall not affect the validity of this document.

19. **LAW AND JURISDICTION**

This Agreement is governed exclusively by the law in force in the State of South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of that State.

20. **SEVERANCE**

20.1 If any term of this Agreement becomes void or unenforceable at law or in equity due to any legality, ambiguity or otherwise then so far as may reasonably be possible, that term of this Agreement shall be severed from this Agreement which shall otherwise continue in full force and effect.

20.2 Without limiting the above sub clause, any provision in this Agreement which is prohibited in any particular jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition but remains enforceable in all other jurisdictions (as appropriate).

21. **VARIATION**

This Agreement may only be varied by a further agreement executed by each of the parties.

22. **WAIVER**

22.1 Council or its delegate may, conditionally or unconditionally, waive compliance by the Owners with the whole or any part of the Owners' past or future obligations under this Agreement.

22.2 To be effective, a waiver must be in writing and signed by Council or its delegate.

23. EXERCISE OF POWER

23.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this Agreement is not a waiver of that power or right.

23.2 An exercise of a power or right under this Agreement does not preclude a further exercise of it or the exercise of another right or power.

24. CONSENTS

The Owners warrant that no person has a legal interest in the Land except the persons whose consents to this agreement appear in Annexure E.

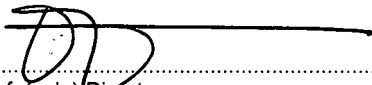
25. DISCLAIMER

25.1 Notwithstanding any Development Approvals granted by Council as the planning authority in relation to Development Application 1, Development Application 2 and any subsequent development applications for the Land, Council does not make any representations as to, or warrants the suitability and functionality of any infrastructure including but not limited to the Stormwater System.

25.2 The Owners indemnify Council against all and any claims by their transferees, assigns and successors in title which relate to the suitability and functionality of any infrastructure including but not limited to the Stormwater System except to the extent caused or contributed to by the negligence of the Council.

EXECUTED as an Agreement:

Executed by Felmeri Holdings Pty Ltd
pursuant to section 127 of the *Corporations Act 2001*

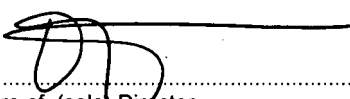

Signature of (sole) Director

Name of Director (print)


Signature of Director/Company Secretary
(Please delete as applicable)

Name of Director/Company Secretary (print)

Executed by Marcalek Pty Ltd pursuant
to section 127 of the *Corporations Act 2001*


Signature of (sole) Director

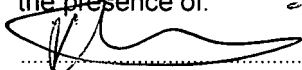
Name of Director (print)


Signature of Director/Company Secretary
(Please delete as applicable)

Name of Director/Company Secretary (print)

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Signed for The Corporation of the City
of Marion by its authorised delegate in
the presence of:



.....

Signature of witness

DYLAN O'BRIEN

Name of witness (print)

11/7/2019


.....

Signature of authorised delegate

WARWICK J.D. DELLER-COMBS

Name of authorised delegate (print)

MANAGER DEVELOPMENT &

Position of authorised delegate

REGULATORY
SERVICES

Annexure A Development Approval

4 B.

**DECISION NOTIFICATION FORM
DEVELOPMENT ACT 1993**

TO:	Donaghey Surveyors Pty Ltd 718 Anzac Highway GLENELG SA 5045
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DEVELOPMENT APPLICATION NUMBER: 100/1385/2013
(DAC Reference: 100/C145/13)
DATED: 20/08/2013
REGISTERED ON: 20/08/2013

LOCATION OF PROPOSED DEVELOPMENT
1700, 1702 and 1704 Main South Road O'HALLORAN HILL 5158 Lot 75 FP: 148111 CT: 5549/833, LOT 76 FP: 148112 CT: 5774/802 and LOT 77 FP: 148113 CT: 5722/514

DESCRIPTION OF PROPOSED DEVELOPMENT
Land Division Residential Community Title 3 into 23 allotments (creation of 20 new allotments), the removal of four regulated trees, (2 Almond Trees (<i>Prunus dulcis</i>) and 2 River Red Gums (<i>Eucalyptus camaldulensis</i>)) and construction of the common driveway, front masonry fence, site works, retaining walls and landscaping.

In respect of this proposed development you are informed that:

NATURE OF DECISION	DECISION	DATE OF DECISION	NUMBER OF CONDITIONS
Development Plan Consent	Granted	8/01/2015	8
Land Division Consent	Granted	8/01/2015	8
Building Rules Consent	Granted (By Private Certifier)	23/07/2015	0
DEVELOPMENT APPROVAL	Granted	27/07/2015	16

Conditions imposed on this approval and the reasons for imposing those conditions are set out in the attached sheet(s). Important information that may affect this consent can also be found under 'NOTES' and on the last page of this Decision Notice.

DEVELOPMENT APPLICATION NUMBER: 100/1385/2013
APPLICANT: Donaghey Surveyors Pty Ltd
LOCATION: 1700, 1702 and 1704 Main South Road
O'HALLORAN HILL 5158
Lot: 75 FP: 148111 CT: 5549/833, LOT: 76 FP:
148112 CT: 5774/802 and
LOT: 77 FP: 148113 CT: 5722/514
DESCRIPTION OF DEVELOPMENT: Land Division Residential Community Title 3
into 23 allotments (creation of 20 new
allotments), the removal of four regulated
trees, (2 Almond Trees (*Prunus dulcis*) and 2
River Red Gums (*Eucalyptus camaldulensis*))
and construction of the common driveway,
front masonry fence, site works, retaining
walls and landscaping
DECISION: Development Approval Granted
DATE OF DECISION: 27/07/2015

DEVELOPMENT PLAN CONSENT

GRANTED

Reasons For Decision:

Consent is granted as the proposed development is considered to accord sufficiently with the provisions of the Development Plan.

The following conditions have been imposed to reasonably ensure that the development will not impair the orderly and proper planning of the locality or detrimentally affect the amenity of the locality, having particular regard to the Objectives and Principles of Development Control applicable to such a use in the locality.

Conditions of Consent:

- (1) The development shall proceed in accordance with the plans and details submitted with and forming part of Development Application No. 100/1385/2013 (DAC reference. 100/C145/13) (being Plan of Division F145513 prepared by Donaghey Surveyors Pty Ltd, Site Plan Layout Drawing No: 4612.13 Revision 'E' prepared by MC Noble Building Designers, Stormwater Calculations Report Project No: 16485 and Stormwater Drainage Layout Plans drawing numbers: 16485-C01 and 16485-C02 prepared by PT Design and Tree Report ATS2679-1198GreRdCsem: Tree Report for Felmeri Homes prepared by Arborman Tree Solutions dated 17th April 2014) except when varied by the following conditions of consent.

- (2) Subject to condition 3, all buildings, structures and all deleterious materials such as concrete slabs, footings, retaining walls, irrigation, water or sewer pipes and other rubbish shall be cleared from the subject land, prior to the Council advising the Development Assessment Commission that it has no objection to the issue of a certificate pursuant to Section 51 of the Development Act.
- (3) Construction of the front fence, common driveway, retaining walls and landscaping (of common land – trees and ground covers adjacent common driveway and front fence) shall be constructed, installed and completed prior to the Council advising the Development Assessment Commission that it has no objection to the issue of a certificate pursuant to Section 51 of the Development Act.
- (4) The final survey plan shall be available to the Council, prior to the Council advising the Development Assessment Commission that it has no objection to the issue of a certificate pursuant to Section 51 of the Development Act.
- (5) 5.1 An Open Space Contribution Fee is to be paid to the City of Marion in lieu of the provision of 12.5% public open space; totalling \$129,760. ✓
5.2 Payment of \$246 shall be made into the City of Marion's Urban Trees Fund in lieu of the 3 (three) replacement trees that are not to be provided for on the site. ✓

These moneys shall be provided prior to the Council advising the Development Assessment Commission that it has no objection to the issue of a certificate pursuant to Section 51 of the Development Act.

- (6) Five of the trees to be planted at the front of the site are to compensate for the removal of the Regulated Trees. Replacement trees must be planted in a suitable position greater than 10 metres in distance from any dwelling or in-ground swimming pool. The replacement trees must not be exempt species listed under Regulation 6A clause (5)(b) of the Development Regulations 2008, or a tree belonging to a class of plant declared by the Minister under section 174 of the Natural Resources Management Act 2004.

The replacement tree planting shall occur within twelve months of the trees' removal and shall be maintained in good condition at all times and replaced if necessary.

- (7) The two *Eucalyptus cladocalyx* (Sugar Gum's) located on allotments 12 and 13, the two *Eucalyptus camaldulensis* (River Red Gum's) located on allotments 1 and 5 and the *Eucalyptus leucoxylon* (South Australian Blue Gum) located on allotment 4 otherwise identified as Trees 1, 2, 4, 5 and 8 in the Arborman Tree Solutions Report ATS2679-1198GreRdCsem shall be retained. The area beneath the tree's canopy shall be retained at its existing level at all times with no excavation or fill occurring. (Please note that at any time in the future, if a property owner wishes to remove these trees, an approval from the Council must be obtained).

- (8) Prior to commencement of any site works, a "Tree Protection Area", consisting of a 2.0m high solid, chainmesh, steel or similar material fence with posts at 3m intervals, shall be erected outside of the trunk of the regulated and significant trees to be retained on the site at a distance consistent with the Tree Protection Zones (TPZ) specified in the Arborman Tree Solutions Report ATS2679-1198GreRdCsem for Trees 1, 2, 4, 5 and 8 identified in the same report. A sign displaying the words "Tree Protection Area" shall be placed on the fence and no persons, vehicles or machinery shall enter the Area and no goods, materials or waste shall be stored within the Area until after construction is complete. A layer of organic mulch (woodchips) to a depth of 100mm shall be placed over all root systems within the Area to assist with moisture retention and to reduce impact of compaction and supplementary watering shall be provided through any dry periods during the construction process.

LAND DIVISION CONSENT

GRANTED

Conditions of Consent

- (1) The financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services (SA Water H0009970).
The necessary easements shall be granted to the S A Water Corporation free of cost.
- (2) A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.
- (3) All access to/from the site shall be gained via the common property access only.
- (4) All vehicles must enter and exit Main South Road in a forward direction.
- (5) All access to/from Development Allotments 1 & 23 shall be located as close as practicable to the property boundary of adjoining Allotments 2 & 22 (respectively).
- (6) The shared access shall be provided with a section of sealed shoulder along Main South Road, extending 15.0m either side of the centre line of the access point. Furthermore, the access point must be sealed and flared from the property boundary to Main South Road. All works must be undertaken to the satisfaction of Department of Planning, Transport and Infrastructure, with all costs (including design, construction and project management) to be borne by developer.
- (7) Trimming and/or removal of roadside vegetation, and a reduction to the existing embankments on the Main South Road frontage, shall be undertaken to achieve adequate sightlines for drivers exiting the development.

- (8) No stormwater from this division shall be permitted to discharge on-surface to Main South Road. Additionally, any existing drainage of the road must be accommodated in the development and any alterations to road drainage infrastructure as a result of this development shall be at the expense of the applicant.

Note: The SA Water Corporation will, in due course, correspond directly with the applicant/agent regarding the details of the above condition No 1.

BUILDING RULES CONSENT

GRANTED

Conditions of Consent:

Please refer to the attached copy of your Private Certifier's Building Rules Consent for Conditions of Consent (if applicable).

NOTES:

General:

- (1) The applicant is reminded to contact the Council when all of the Council's conditions have been complied with and accordingly, the Council will advise the Development Assessment Commission that it has no objection to the issue of a certificate pursuant to Section 51 of the Development Act.


Appeal Rights:

- (1) If you are not satisfied with this decision, there may be a right of appeal to you. Applicants have the right to appeal against a refusal or the imposition of any conditions or requirements on any consent issued, unless the application was for a non-complying kind of development. An appeal by an applicant must be lodged within two (2) months of receiving notice of the decision. Where Category Three public notification was involved, persons who lodged written representations during the formal consultation period, have the right to appeal against any decision made on that application. An appeal by a third party must be lodged within fifteen (15) business days of the date of the decision. All appeals are lodged with the Environment, Resources and Development Court, Sir Samuel Way Building, Victoria Square, Adelaide, telephone: 8204 0300.

Approval Timeframes:

(1) The proposed development must:

- receive full Development Approval within twelve (12) months of receiving Development Plan Consent; and
- be substantially commenced within twelve (12) months from the date full Development Approval is granted; and
- be completed within three (3) years of full Development Approval being granted, noting that the operative date of any consent or approval is subject to any appeal (where applicable) being finally determined.

Signed:	 Emily Nankivell Delegate
Date:	29 / 07 / 2015

Cc:

Felmeri Homes
315 Payneham Road
ROYSTON PARK SA 5070

IMPORTANT INFORMATION

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

• **Other Approvals may be required**

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

• **Public and Environmental Health**

The Public and Environmental Health Act requires that:

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

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

- paint, plaster, concrete and brick wastes, and wash waters should not be discharged to the stormwater system or onto land where it is reasonably likely to enter any waters;
- litter should be appropriately stored on site pending removal;

- excavation and site disturbance should be limited, and in particular dust generation should be minimised;
- entry/exit points to the site should be managed to prevent soil being carried off site by vehicles;
- sediment barriers should be used (particularly on sloping sites).

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

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

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

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

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

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

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

• **Other**

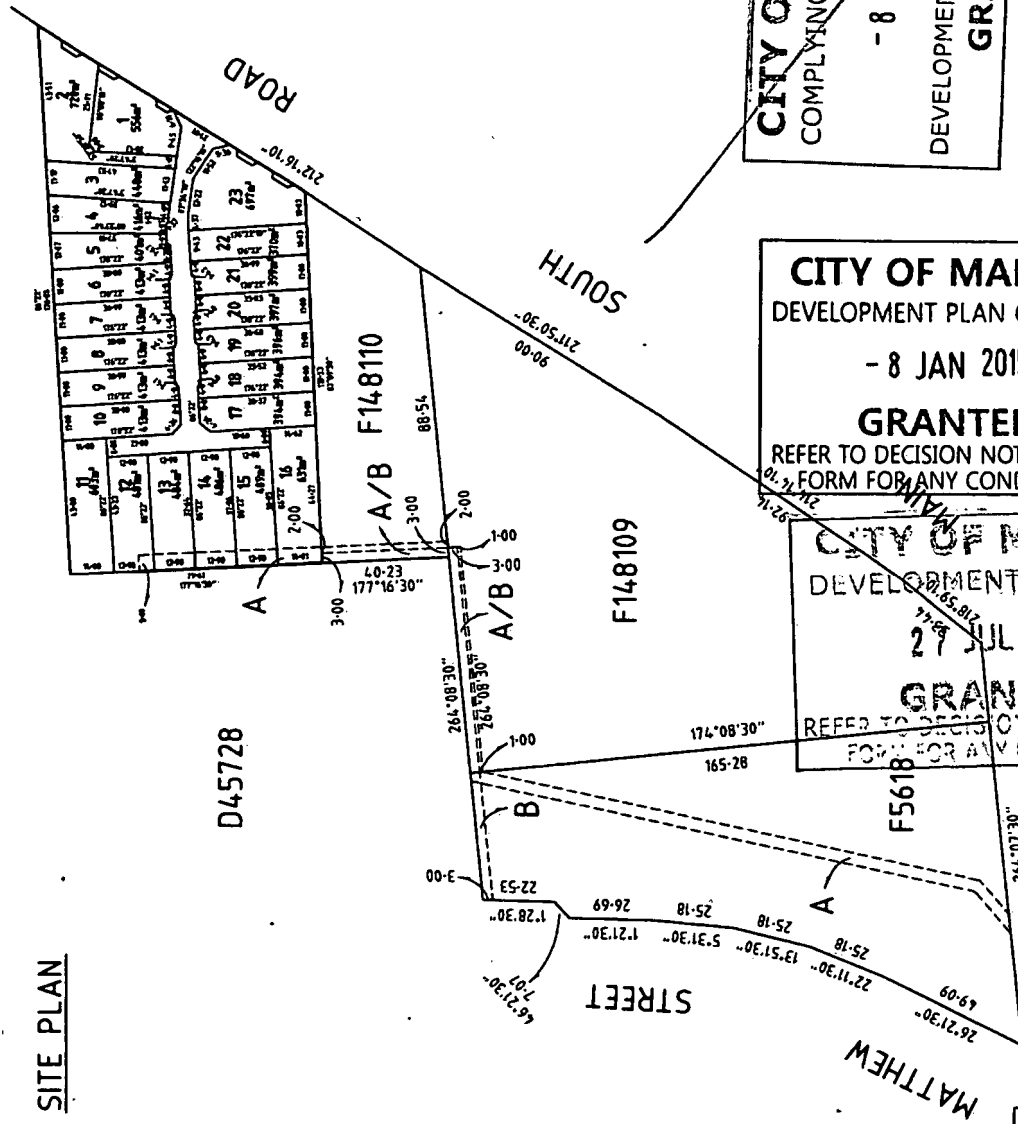
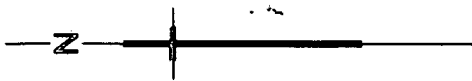
Property owners are responsible for notifying Council of any **change in ownership** and/or any **change of property owner's mailing address**. This notification must be received in writing or by facsimile by Council's Rates Department (fax no: 8375 6888). Failure to do so may result in rates notices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

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

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

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

SITE PLAN



CITY OF MARION
COMPLYING DEVELOPMENT
- 8 JAN 2015 *VIA SA*
DEVELOPMENT PLAN CONSENT
GRANTED

CITY OF MARION
DEVELOPMENT PLAN CONSENT
- 8 JAN 2015
GRANTED
REFER TO DECISION NOTIFICATION
FORM FOR ANY CONDITIONS

CITY OF MARION
DEVELOPMENT APPROVAL
27 JUL 2015
GRANTED
REFER TO DECISION NOTIFICATION
FORM FOR ANY CONDITIONS



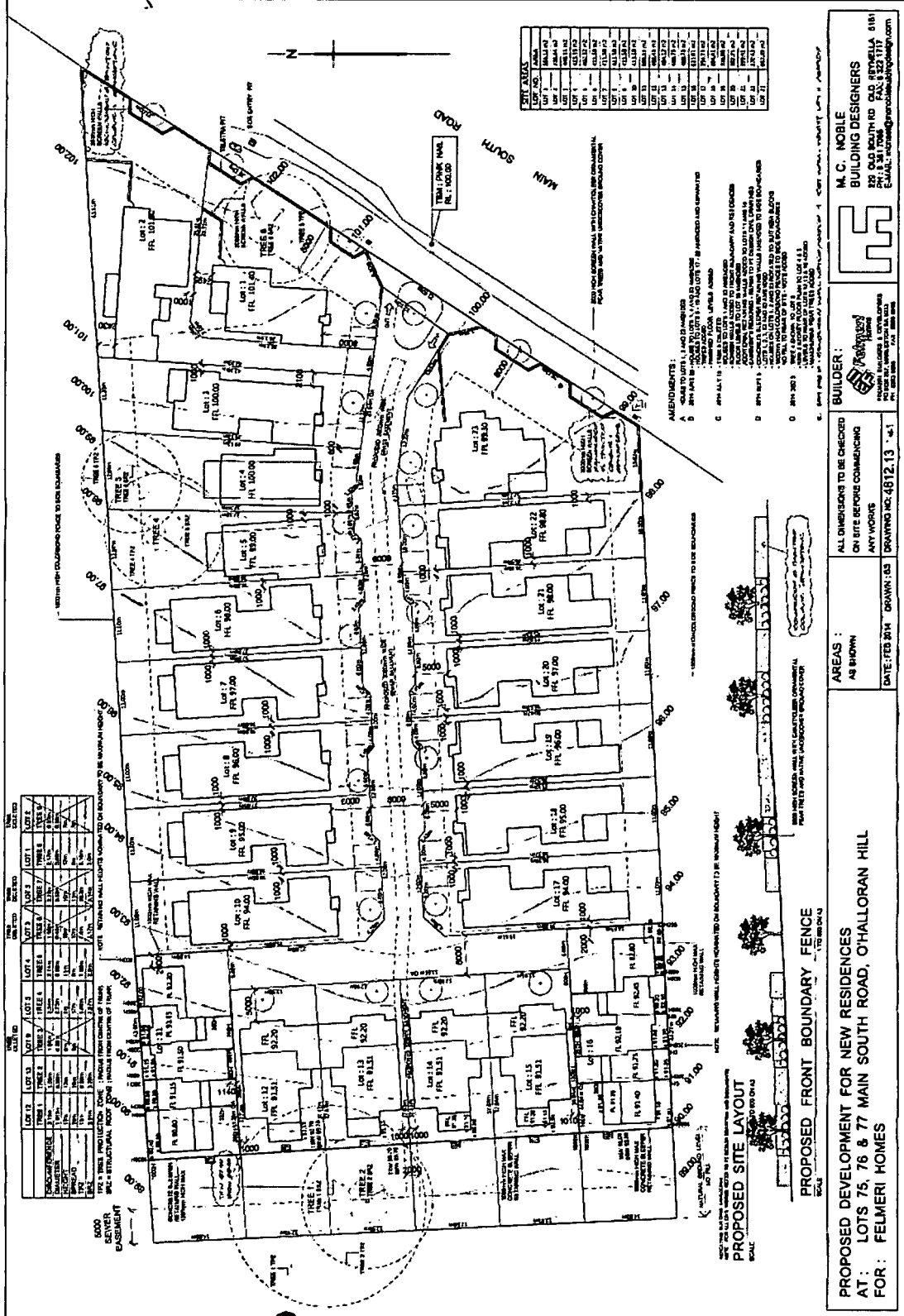
DONAGHEY SURVEYORS PTY LTD
718 Anzac Highway
Glenelg SA 5045
Ph: 8376 2886 Fax: 8376 2886

CITY OF MARION
COMPLYING DEVELOPMENT
- 8 JAN 2015
DEVELOPMENT PLAN CONSENT
GRANTED

CITY OF MARION
DEVELOPMENT PLAN CONSENT
- 8 JAN 2015
GRANTED
REFER TO DECISION NOTIFICATION
FORM FOR ANY CONDITIONS

CITY OF MARION
DEVELOPMENT APPROVAL
27 JUL 2015
GRANTED
REFER TO DECISION NOTIFICATION
FORM FOR ANY CONDITIONS

CITY OF MARION
DEVELOPMENT SERVICES
23 DEC 2014
RECEIVED



PURPOSE:	EASEMENT	AREA NAME: OHALLORAN HILL	APPROVED:																																	
MAP REF:	6627/10F	COUNCIL: THE CORPORATION OF THE CITY OF MARION	DEPOSITED/FILED:																																	
LAST PLAN:		DEVELOPMENT NO:		SHEET 1 OF 1																																
45439_lexL01_v01																																				
AGENT DETAILS: DONAGHEY SURVEYORS PTY LTD 718 ANZAC HIGHWAY GLENELG SA 5045 PH: 83762886 FAX: 83762886 AGENT CODE: FDA9P REFERENCE: F154513																																				
SURVEYORS CERTIFICATION: 																																				
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ANNOTATIONS: SEE CT FOR EXISTING EASEMENT DETAILS																																				

CITY OF MARION
 DEVELOPMENT PLAN CONSENT
 - 8 JAN 2015
GRANTED
REFER TO DECISION NOTIFICATION FORM FOR ANY CONDITIONS

CITY OF MARION
 COMPLYING DEVELOPMENT
 N/A - 8 JAN 2015
 DEVELOPMENT PLAN CONSENT
GRANTED

(08) 8375 6600

(08) 8375 6699

council@marion.sa.gov.au

245 Sturt Road, Sturt SA 5047

Monday to Friday — 8:30am to 5:00pm

PO Box 21, Oaklands Park SA 5046



**DECISION NOTIFICATION FORM
DEVELOPMENT ACT 1993**

TO:	Mr Michael Noble 45 College Road SOMERTON PARK SA 5044
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DEVELOPMENT APPLICATION **NUMBER:** 100/2017/1481
DATED: 11/08/2017
REGISTERED ON: 11/08/2017

LOCATION OF PROPOSED DEVELOPMENT
1700 - 1704 Main South Road O'HALLORAN HILL 5158 Lot: 75 FP: 148111 CT: 5549/833, Lot: 76 FP: 148112 CT: 5774/802, LOT: 77 FP: 148113 CT: 5722/514

DESCRIPTION OF PROPOSED DEVELOPMENT
Construction of a pre-school (childcare centre), associated earthworks and retaining, car parking and landscaping

In respect of this proposed development you are informed that:

NATURE OF DECISION	DECISION	DATE OF DECISION	RESERVED MATTERS	NUMBER OF CONDITIONS
Development Plan Consent	Granted	31/07/2018	2	24
Building Rules Consent	STILL REQUIRED			
DEVELOPMENT APPROVAL	STILL REQUIRED			

0 representations were received from third parties concerning your Category Three proposal. If third party representations were received, those persons can lodge an appeal against this consent, therefore this consent does not become operative until 15 business days after the date of the decision or until such time as an appeal is determined.

Conditions imposed on this approval and the reasons for imposing those conditions are set out in the attached sheet(s). Important information that may affect this consent can also be found under 'NOTES' on the last page of this Decision Notice.

Note - this is not a Development Approval. Development Plan Consent only has been granted. No work can commence until full Development Approval has been obtained.

Signature of Administration Officer:

Planning Officer: Alex Wright

Delegates of City of Marion

Date: 3 August, 2018

P (08) 8375 6600

Administration Centre 245 Sturt Road, Sturt SA 5047

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DEVELOPMENT PLAN CONSENT

GRANTED

Reasons For Decision:

Consent is granted as the proposed development is considered to accord sufficiently with the provisions of the Development Plan.

The following conditions have been imposed to reasonably ensure that the development will not impair the orderly and proper planning of the locality or detrimentally affect the amenity of the locality, having particular regard to the Objectives and Principles of Development Control applicable to such a use in the locality.

Reserved Matters:

Pursuant to Section 33(3) of the Development Act, Council RESERVES its decision in relation to the following matters. Development Approval cannot be issued by the Council unless and until it has assessed such matters and granted its consent in respect thereof.

1. Detail of a sound attenuating fence on the western side boundary of the subject site to protect the privacy and amenity of the neighbouring residential land, shall be provided to Council for consideration and approval prior to the issue of Development Approval.
2. Bollard lighting shall be provided in appropriate locations throughout the car park and adjacent the building's entry to enhance safety and security in non-daylight hours. Details of the lighting shall be provided to Council for consideration and approval prior to the issue of Development Approval.

Pursuant to Section 33(3) of the Development Act 1993 the Council reserves its decision on the form and substance of any further conditions of development plan consent that it considers appropriate to impose in respect of the reserved matter outlined above.

Conditions of Consent:

- (1) The development shall be constructed and maintained in accordance with the plans and details submitted with and forming part of Development Application No.100/1481/2018 (being plans titled "Stormwater Management (drawing number 19820-C01)" prepared by PT Design, received by Council on 11/4/2018, and plans title "Site Plan, Ground Plan, Front 'South' Elevation, Rear 'North' Elevation, Side 'East' Elevation and Side 'West' Elevation" prepared by Noble Design, and received by Council on 11/4/2018) except when varied by the following conditions of consent.
- (2) A fully engineered site works and drainage plan shall be provided to Council for consideration and approval prior to Development Approval being issued. This plan must

detail top of kerb level, existing ground levels throughout the site and on adjacent land, proposed bench levels and finished floor levels, the extent of cut/fill required, the location and height of proposed retaining walls, driveway gradients, stormwater disposal details, and the location of all existing street infrastructure and street trees.

- (3) The hours of operation of the premises shall be restricted to the following times:
 - Between the hours of 6.30am and 6.30pm Monday to Friday (excluding public holidays).
- (4) The use of the external play areas shall be restricted to the following times:
 - Between the hours of 7.00am and 6.30pm Monday to Friday (excluding public holidays).
- (5) The existing *Eucalyptus camaldulensis* or River Red Gum located within the *south eastern corner* of the property shall be retained. The area beneath the tree's canopy shall be retained at its existing level at all times with no excavation or fill occurring. (Please note that at any time in the future, if a property owner wishes to remove this tree, an approval from the Council must be obtained).
- (6) Prior to commencement of any site works, a "Tree Protection Area", consisting of a 2.0m high solid, chainmesh, steel or similar material fence with posts at 3m intervals, shall be erected at a distance of 9.5m metres from the centre of the trunk apart from where the existing boundary fences and proposed building footprint will form the extent of the tree protection boundary. A sign displaying the words "Tree Protection Area" shall be placed on the fence and no persons, vehicles or machinery shall enter the Area and no goods, materials or waste shall be stored within the Area until after construction is complete. A layer of organic mulch (woodchips) to a depth of 100mm shall be placed over all root systems within the Area to assist with moisture retention and to reduce impact of compaction and supplementary watering shall be provided through any dry periods during the construction process.
- (7) Any structural roots (i.e. greater than 25mm in diameter) of the regulated tree to be retained that are uncovered outside of the Tree Protection Area shall be retained where possible or, if not, shall be severed by saw cutting, sharp axe or secateurs and not with a backhoe or machinery or blunt instrument. Wounds shall be immediately dressed with a commercially available tree-wound healing compound.
- (8) All stormwater from buildings and paved areas shall be disposed of in accordance with the approved plans and details prior to the occupation of the premises to the reasonable satisfaction of the Council.
- (9) A trap shall be installed as part of the site's stormwater system to prevent grease, oil, sediment, litter and other substances capable of contaminating stormwater from entering the Council's stormwater drainage system. The trap shall be regularly cleaned and maintained in good working order to the reasonable satisfaction of the Council.

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- (10) All waste disposal and pick up shall be undertaken in accordance with the requirements stipulated within the *Environment Protection (Noise) Policy 2007*, or subsequent legislation.
- (11) All waste and other rubbish shall be stored and screened in a manner so that it does not create insanitary conditions, unreasonable nuisance or pollution (including entering the stormwater system) to the environment to the reasonable satisfaction of the Council.
- (12) All areas nominated as landscaping or garden areas on the approved plans shall be planted with a suitable mix and density of trees, shrubs and groundcovers prior to the occupation of the premises and thereafter maintained to the reasonable satisfaction of the Council.
- (13) Landscaping shall be maintained so as to not obstruct the views of drivers or pedestrians entering or exiting the site, to the reasonable satisfaction of Council.
- (14) All loading and unloading of vehicles associated with the subject premises shall be carried out entirely upon the subject land.
- (15) Driveways, car parking spaces, manoeuvring areas and landscaping areas shall not be used for the storage or display of any goods, materials or waste at any time.
- (16) Designated accessible car parking spaces shall be designed and provided in accordance with the provisions contained in Australian Standard AS1428 - 2003.
- (17) All car parking areas, driveways and vehicle manoeuvring areas must be constructed, sealed and drained in accordance with recognised engineering practices prior to the occupation of the premises or the use of the development herein approved.
- (18) All car parking spaces shall be line-marked or delineated in a distinctive fashion prior to occupation of the premises, with the marking maintained in a clear and visible condition at all times.
- (19) Bicycle facilities shall be provided in accordance with Australian Standard AS 1742.9-2000 "Manual of uniform traffic control devices Part 9: Bicycle facilities".
- (20) All vehicle access to and from the subject site during construction shall be located and designed in accordance with Site Plan produced by Noble Design, Drawing No. 4895.2017.1, Rev A, dated July 2017.
- (21) The largest vehicle permitted on the site shall be a 10.0 metre refuse vehicle. All vehicles larger than a B59 vehicle shall access the site outside of peak business hours only.

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- (22) Clear sightlines, as shown in figure 3.3 'Minimum Sight Lines for Pedestrian Safety' in AS/NZS 2890.1:2004, shall be provided at the property line to ensure adequate visibility between vehicle leaving the site and pedestrians on the adjacent footpath.
- (23) Stormwater run-off shall be collected on-site and discharged without jeopardising the integrity and safety of Main South Road. Any alterations to the road drainage infrastructures required to facilitate this shall be at the applicants cost.
- (24) No element of the signage visible from the abutting roads shall flash, scroll, move or change. Furthermore, all signage visible from the abutting roads shall be finished in a material of low reflectivity to minimise the risk of sun and headlamp glare for motorists.

BUILDING RULES CONSENT

STILL REQUIRED

NOTES:

General:

1. Dust emissions from the site during construction shall be controlled by a dust suppressant or by watering regularly to the reasonable satisfaction of the Council.
2. All runoff and stormwater from the subject site during the construction phase must be either contained on site or directed through a temporary sediment trap or silt fence, prior to discharge to the stormwater system, to the reasonable satisfaction of the Council. (Acceptable ways of controlling silt and runoff during construction can be found in the Stormwater Pollution Prevention Code of Practice issued by the Environment Protection Authority).
3. All hard waste must be stored on-site in such a manner so as to prevent any materials entering the stormwater system either by wind or water action.
4. Any portion of Council's infrastructure damaged as a result of work undertaken on the allotment or associated with the allotment must be repaired/reinstated to Council's satisfaction at the developer's expense.
5. Any existing driveway crossovers that become redundant as a result of a development must be reinstated to match the existing kerb profile along the road frontage of the property.

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Appeal Rights:

- (1) If you are not satisfied with this decision, there may be a right of appeal to you. Applicants have the right to appeal against a refusal or the imposition of any conditions or requirements on any consent issued, unless the application was for a non-complying kind of development. An appeal by an applicant must be lodged within two (2) months of receiving notice of the decision. Where Category Three public notification was involved, persons who lodged written representations during the formal consultation period, have the right to appeal against any decision made on that application. An appeal by a third party must be lodged within fifteen (15) business days of the date of the decision. All appeals are lodged with the Environment, Resources and Development Court, Sir Samuel Way Building, Victoria Square, Adelaide, telephone: 8204 0300.

Advisory Note:

1. Any variation/amendment to the plans and documentation granted Development Plan Consent will require further approval from the Council. If the amendments are deemed to be minor in nature, in the opinion of the Council, they may be accepted as part of the current application pursuant to Regulation 47A of the Development Regulations 2008. Alternatively, if in the opinion of the Council, the variation(s) are not considered to be minor in nature, a new variation application must be lodged with the Council for assessment against the relevant Marion Council Development Plan.

Please note, minor variations cannot be simply incorporated within the Building Rules Consent documents; they must be applied for in writing. Any discrepancies between the plans granted Development Plan Consent and Building Rules Consent documents may prevent Development Approval being issued, unless the amendments have previously been authorised by the Council.

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

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

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

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

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Website links

Australian Government's Telecommunications in New Developments policy

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

How to get nbn ready fact sheet

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

nbn new property developments page

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

Approval Timeframes:

(1) The proposed development must:

- receive full Development Approval within twelve (12) months of receiving Development Plan Consent; and
- be substantially commenced within twelve (12) months from the date full Development Approval is granted; and
- be completed within three (3) years of full Development Approval being granted, noting that the operative date of any consent or approval is subject to any appeal (where applicable) being finally determined.

Cc:

Felmeri Homes

32 King William Road

WAYVILLE SA 5034

Environment, Resources and Development Court

erdcourt@courts.sa.gov.au

DPTI.DevelopmentApplications@sa.gov.au

(08) 8375 6600

(08) 8375 6699

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IMPORTANT INFORMATION (Last updated 2/6/05)

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

- **Other Approvals may be required**

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

- **Public and Environmental Health**

The Public and Environmental Health Act requires that:

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

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

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

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

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

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

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

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

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

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

- **Other**

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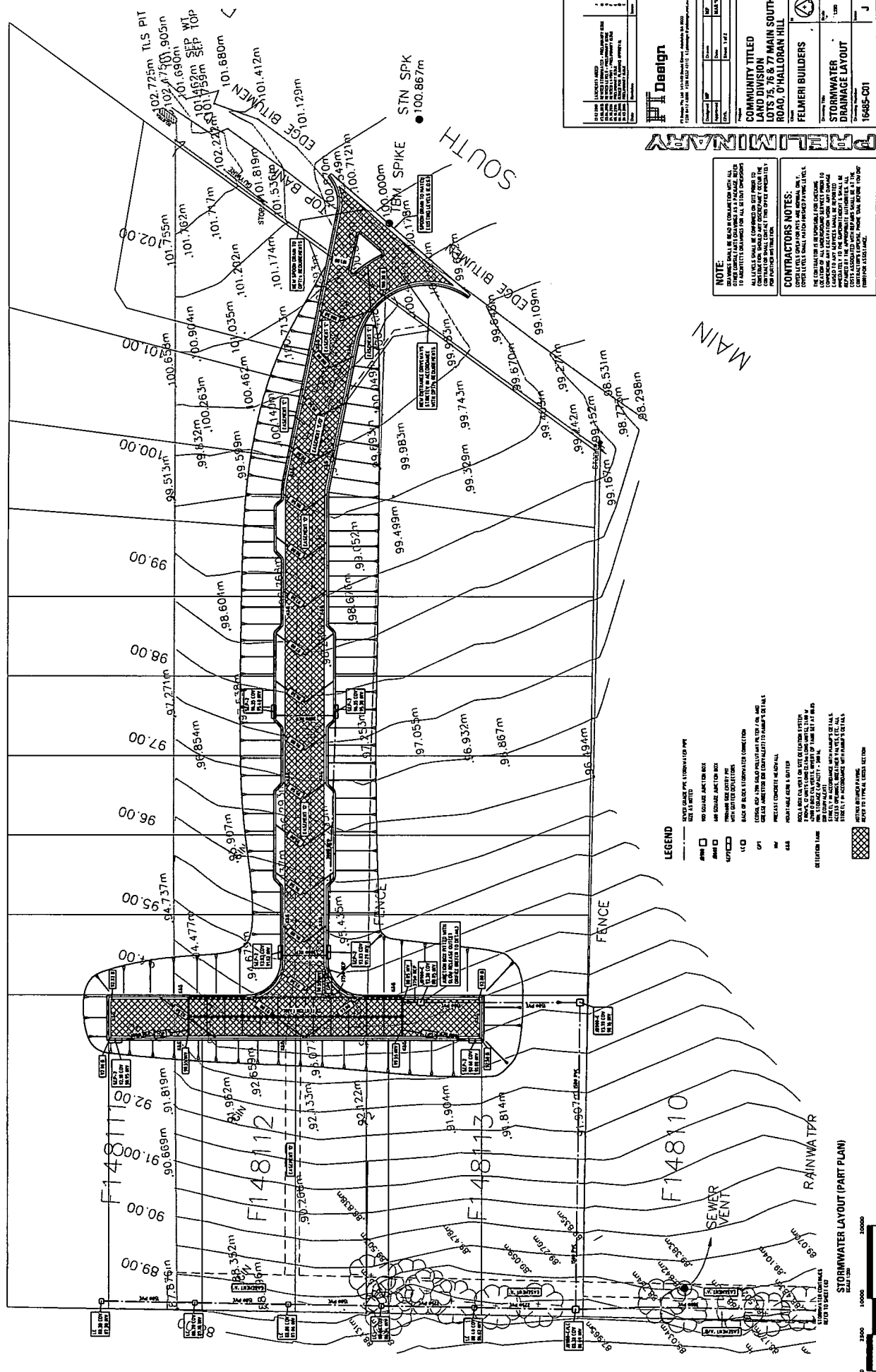
Property owners are responsible for notifying Council of any **change in ownership** and/or any **change of property owner's mailing address**. This notification must be received in writing or by facsimile by Council's Rates Department (fax no: 8375 6888). Failure to do so may result in rates notices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

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

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

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

Annexure B Stormwater Drainage Layout



Annexure C Plan 1

PURPOSE:		DIVISION AND EASEMENT		AREA NAME:		OHALLORAN HILL		APPROVED:		SHEET 1 OF 2 59410_text_01_v01	
MAP REF:		6627/10/K, 6627/10/L, 6627/10/F, 6627/10/G		COUNCIL:		THE CORPORATION OF THE CITY OF MARION		DEPOSITED/FILED:			
LAST PLAN:				DEVELOPMENT NO:		100/D235/17/001					
AGENT DETAILS: DONAGHEY SURVEYORS PTY LTD 718 ANZAC HIGHWAY GLENELG SA 5045 PH: 83762886 FAX: 83762886 AGENT CODE: FDA9P REFERENCE: F154513											
SURVEYORS CERTIFICATION:											
SUBJECT TITLE DETAILS:											
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER	
CT	5775	21		ALLOTMENT(S)	73	F	148109	NOARLUNGA			
CT	5774	788		ALLOTMENT(S)	74	F	148110	NOARLUNGA			
CT	5722	514		ALLOTMENT(S)	77	F	148113	NOARLUNGA			
CT	5774	802		ALLOTMENT(S)	76	F	148112	NOARLUNGA			
CT	5549	833		ALLOTMENT(S)	75	F	148111	NOARLUNGA			
CT	6204	318		ALLOTMENT(S) (RESERVE)	2	F	5618	NOARLUNGA			
OTHER TITLES AFFECTED:											
EASEMENT DETAILS:											
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION				
EXTINGUISH	77 IN F148113	LONG	EASEMENT(S)	A IN F148113		THE MINISTER FOR INFRASTRUCTURE	T4240233				
EXTINGUISH	76 IN F148112	LONG	EASEMENT(S)	A IN F148112		THE MINISTER FOR INFRASTRUCTURE	T4193301				
EXISTING	2 (RESERVE)	LONG	EASEMENT(S)	C		SOUTH AUSTRALIAN WATER CORPORATION	T 4353527				
EXISTING	73	LONG	EASEMENT(S)	A		THE MINISTER FOR INFRASTRUCTURE	T4226977				
EXISTING	74	LONG	EASEMENT(S)	A		THE MINISTER FOR INFRASTRUCTURE	T4191735				
PROPOSED	73,74, 2 (RESERVE)	LONG	EASEMENT(S)	B	FOR STORM WATER PURPOSES	1 AND 2					

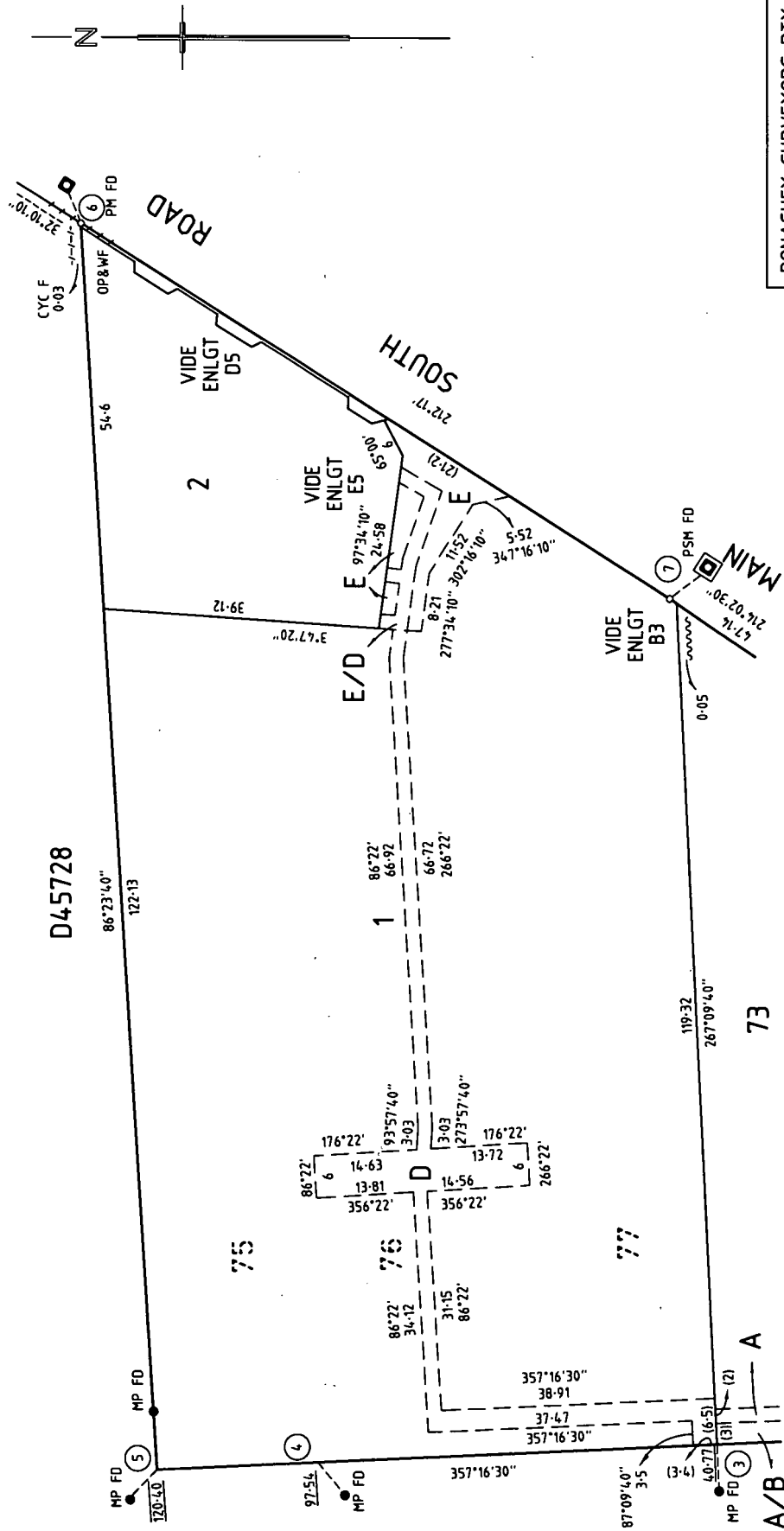
						SHEET 2 OF 2	
						59410_text_01_v01	
EASEMENT DETAILS:							
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
PROPOSED	1	LONG	RIGHT(S) OF WAY	E		2	
PROPOSED	1	LONG	EASEMENT(S)	D	FOR STORM WATER PURPOSES	1	
ANNOTATIONS: NO OCCUPATION ON SUBJECT LAND BOUNDARIES UNLESS SHOWN OTHERWISE ALLOTMENT 2 (RESERVE) DOES NOT FORM PART OF THE DIVISION PROCESS EASEMENT B FOR STORM WATER PURPOSES DOES NOT FORM PART OF THE DIVISION							

ENLARGEMENT C4

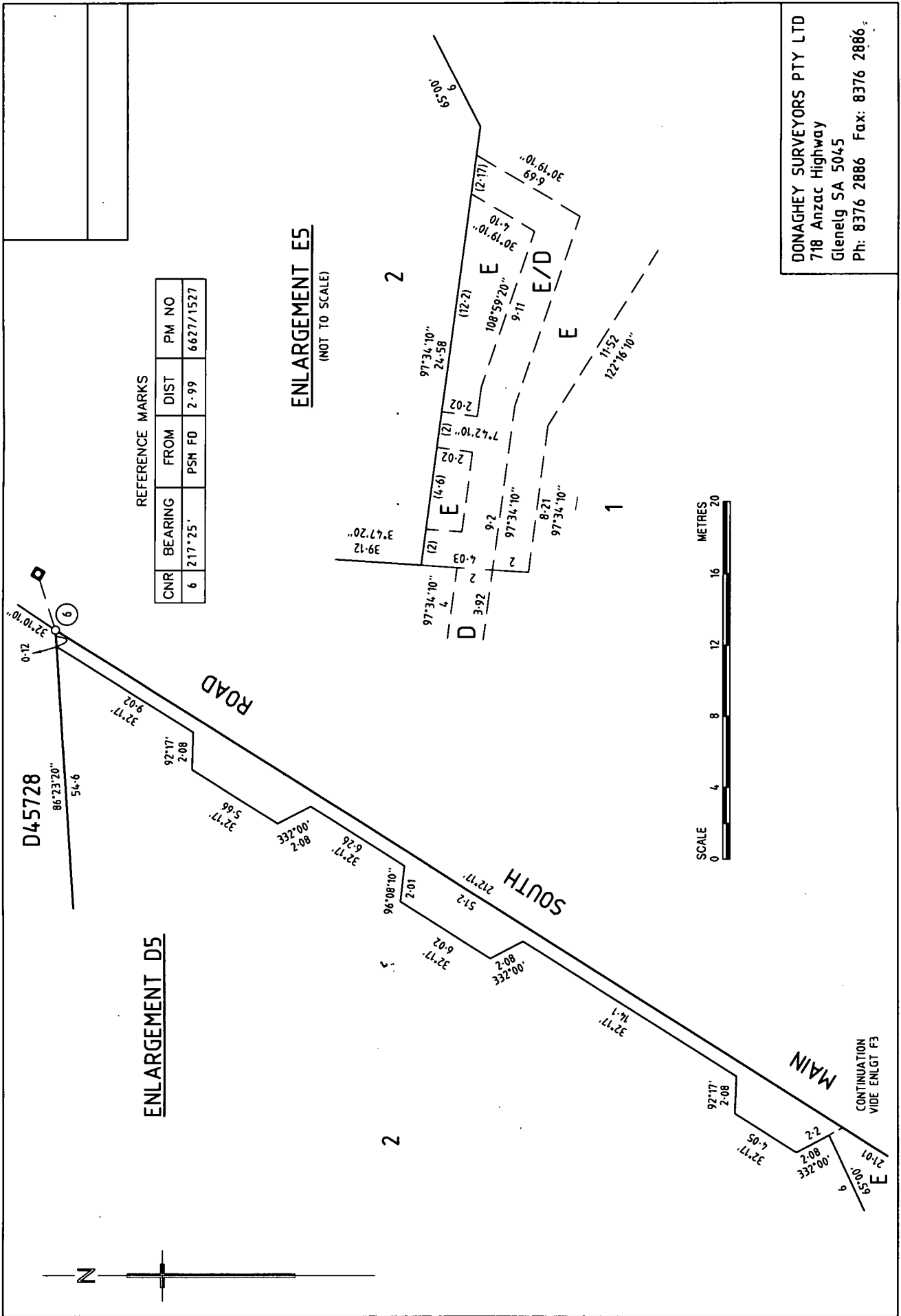


REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
3	87°10'	MP FD	2.01	
4	83°27'	MP FD	2.01	
5	135°44'	MP FD	3.01	
5	266°24'	MP FD	2.01	
6	217°25'	PM FD	2.99	6627/1527
7	307°23'	PSM FD	0.91	6627/1526



DONAGHEY SURVEYORS PTY LTD
 718 Anzac Highway
 Glenelg SA 5045
 Ph: 8376 2886 Fax: 8376 2886



DONAGHEY SURVEYORS PTY LTD
718 Anzac Highway
Glenelg SA 5045
Ph: 8376 2886 Fax: 8376 2886



ENLARGEMENT F6



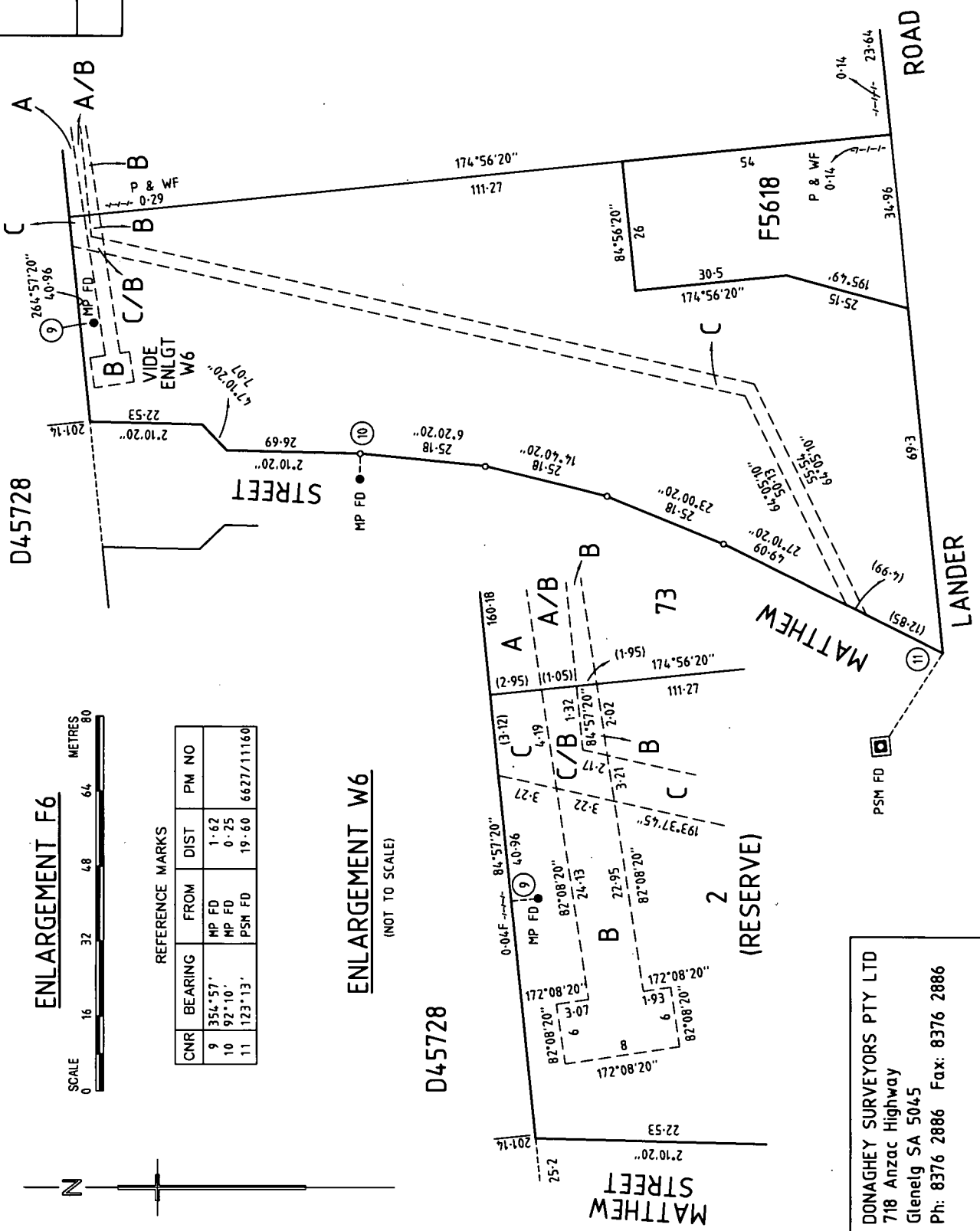
REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
9	354°57'	MP FD	1.62	
10	92°10'	MP FD	0.25	
11	123°13'	PSM FD	19.60	6627/11160

ENLARGEMENT W6

(NOT TO SCALE)

D45728



DONAGHEY SURVEYORS PTY LTD
 718 Anzac Highway
 Glenelg SA 5045
 Ph: 8376 2886 Fax: 8376 2886

Annexure D Form of Drainage Easement

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

To be completed by lodging party

Office Use Only

ANNEXURE to APPLICATION

dated 15/7/2019 **NUMBER**

over Certificate of Title Volume: 5549

Folio: 833

and Volume 5774 Folio 802 & Volume 5879 Folio 514

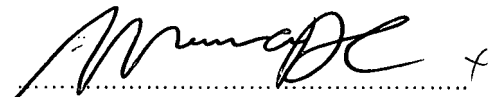
First
LAND: The whole of the land comprised in Certificate of Title Volume 5549 Folio 833

DEALING: Application to Note Land Management Agreement between THE CORPORATION OF THE CITY OF MARION and FELMERI HOLDINGS PTY LTD (ACN: 163 148 696)

APPLICANT: The Corporation of the City of Marion

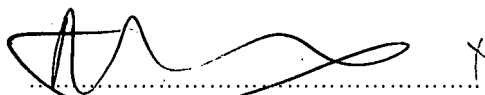
EXECUTION

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


(Signature)

WARWICK JD DELOR- COOMBS
(Print full name)

MANAGER DEVELOPMENT
(Print position held) REGULATORY SERVICES


(Witness Signature)

DYLAN O'BRIEN
(Witness name)

11/7/2019
(Date)

10 GLOAN RD HAWTHORNDENE
0419 819 197

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

To be completed by lodging party

Office Use Only

ANNEXURE to APPLICATION

dated 15 July 2019 **NUMBER**

over Certificates of Title Volume: 5722 Folio: 514

and Volume 5774 Folio 802
Secondly and Volume 5594 Folio 833

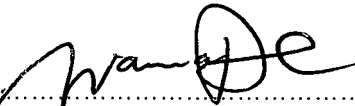
LAND: The whole of the land comprised in Certificates of Title Volume 5722 Folio 514 and Volume 5774 Folio 802

DEALING: Application to Note Land Management Agreement between THE CORPORATION OF THE CITY OF MARION and MARCALEK PTY LTD (ACN: 603715868)

APPLICANT: The Corporation of the City of Marion

EXECUTION

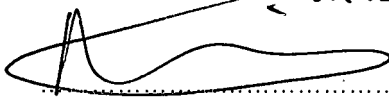
Signed as delegate for The Corporation of
the City of Marion under section 20 of the
Development Act 1993


(Signature)

WARWICK ID DELLER
(Print full name) COMBS

MANAGER DEVELOPMENT
(Print position held)

REGULATORY
SERVICES


(Witness Signature)

DYLAN O'BRIEN
(Witness name)

11/7/2019
(Date)

10 SLOAN RD HAWTHORNDENE
0419 819 197