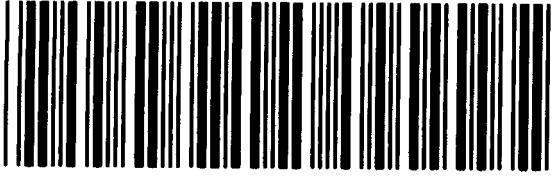


LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

9076324



FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

G. Manos
Solicitor/Registered Conveyancer/Applicant

G. MANOS

Series No.	Prefix
	AG

X

Lodged by:

MANOS & Assoc

AGENT CODE

MAP7P

Correction to:

11

11

11

BELOW THIS LINE FOR OFFICE USE ONLY

Date	06 APR 2001	Time:	14-25
FEES			
R.G.O.	POSTAGE	NEW C.T.	
84			

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

- 5558/402
-
-
-
-

[Signature]
Assessor

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

-
-
-

REGISTRATION FEE \$84.00
Lands Titles 14:25 06/04/01 62734

CORRECTION

PASSED

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

ITEM(S)	AGENT CODE
5558/402	BSAR 76

REGISTERED

23 APR 2001

[Signature] pro

REGISTRAR GENERAL



Insert type of document

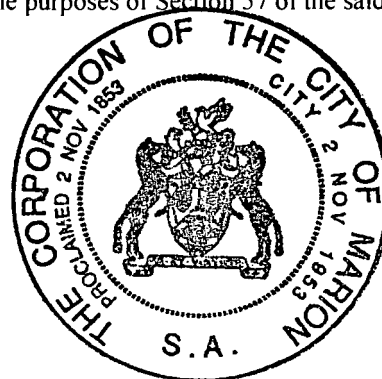
here Application to Registrar Land Management Agreement pursuant to Section 57 of the Development Act 1993

TO: THE REGISTRAR GENERAL

CORPORATION OF THE CITY OF MARION of 245 Sturt Road, Sturt, SA 5047 does pursuant to the provisions of Section 57(8) of the Development Act 1993 HEREBY APPLY FOR THE REGISTRATION of the attached Land Management Agreement pursuant to the provisions of Section 57 of the said Act which Land Management Agreement is dated the 6TH day of APRIL 2001 and made between CORPORATION OF THE CITY OF MARION of the first part and GARRY GRANT NOLAN of 3 Nimboya Road Marino SA 5049 and HARRY SABEH KERYLIDIS formerly of 21 Spencer St Gladesville NSW 2111 but now of 10 Jervois Tce Marino SA 5049 collectively of the second part and which Agreement binds the land comprised in Certificate of Title Register Book Volume 5558 Folio 402.

The Agreement relates to the management and conservation of the land for the purposes of Section 57 of the said Act.

The Common Seal of **CORPORATION OF THE CITY OF MARION**)
was hereto affixed in the presence of:)



[Signature] Mayor

[Signature] Chief Executive Officer

Signed by the said **GARRY GRANT NOLAN**)
in the presence of:)

[Signature]
SAM PAPAS
Name

15A CAWTHORNE ST. THEBARTON 5031
Address

84435560
Phone No.

Signed by the said **HARRY SABEH KERYLIDIS** in the presence of:)

[Signature]
SAM PAPAS
Name

15A CAWTHORNE ST. THEBARTON 5031
Address

84435560
Phone No.

St. George Bank Ltd. having an interest in the land pursuant to Mortgage 8476198)
hereby consents to the registration of the within agreement.)

SRE ANNEVUCE A.

COMMISSIONER OF STATE TAXATION

S.A. STAMP DUTY PAID \$10.00
ORIGINAL with 0 copies
06/04/2001 14:08:52 FI15903.1
DEED

To be completed by lodging party

ANNEXURE to

dated

over Certificate of Title Volume: 5558

Folio: 402

NUMBER
Office use only

9076324

ANNEXURE A

"St. George Bank Limited ACN 055 513 070 of 97 King William St, Adelaide 5000
being entitled to be registered as the mortgagee of the Memorandum of
Mortgage Number 2476198 being the successor in law to Advance Bank
Australia Limited ACN 002 953 335 pursuant to the Bank Mergers (Advance
Bank) Regulation 1998 (NSW) hereby consents to the within..."

St. George Bank Limited ACN 055 513 070
of 97 King William Street, Adelaide 5000
By its Attorney BRYAN JAMES O'SHAUGHNESSY
of 97 King William Street, Adelaide 5000

who certifies that he/she is the
TEAM LEADER REPAYMENTS AND VARIATIONS
of the said Bank (and that he/she has no notice of
any revocation of the said Power of Attorney.

Power of Attorney No. 2459031

Signature of Witness

GARY RAYMOND BAIRD
Full Name of Witness

97 King William St. Adelaide
Address

84244838
Telephone No:

THIS AGREEMENT is made on the 6TH day of APRIL 2001

BETWEEN:

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

(the Council)

AND:

GARRY GRANT NOLAN of 3 Nimboya Road Marino SA 5049 and **HARRY SABEH KERYLIDIS** formerly of 21 Spencer St Gladesville NSW 2111 but now of 10 Jervois Tce Marino SA 5049

(the Owner)

RECITALS

- A. The Owner is the registered Owner of the land comprised in Certificate of Title Register Book Volume 5558 Folio 402 being allotment 41 in DP49567 of Part Section 216 (lot 41) and known as Lot 41 Jervois Marino Tce Marino.
- B. By Development Application 100/DA49/98 (Council ref 100/1998/1203) the owner applied to the Corporation of the City of Marion (the Council) to divide lot 41 (the first land division application).
- C. The Council approved the first land division application subject to a number of conditions including conditions relating to the filling of the land as there was a gully passing through the land through which storm water flowed. Further it was a requirement of the Council's consent to the first land division application that the filling take place in such a way so as to accommodate the overflow of flood waters over the land in a 1 in a 100 year storm event and also that certain drainage works take place below the filled surface of Lot 41 to accommodate storm water that otherwise previously passed over the land.
- D. By DA100/C001/01, the Owner applied to the Council to divide the land by way of community title so as to create four allotments intended for residential purposes (lots 1 – 4 inclusive) and proposed allotment C1 which allotment will be common property in relation to the proposed community title land division. C1 will provide access to proposed allotments 1 – 4 (the community title land division application).
- E. The Council is prepared to consider the community title land division application on the basis that the parties enter into this agreement and a note of this agreement be entered on the title in respect of lot 41.
- F. The parties further agree that the agreement relates to the preservation management of the

land for the purpose of Section 57 (5) of the Development Act 1993 (the Act).

OPERATIVE PART

The Council and the Owner agree as follows:

1. INTERPRETATION

1.1. Definitions

In this document unless the context otherwise requires:

"the Owner" means the person(s) and/or company(ies) from time to time being registered or entitled to be registered as the proprietor(s) of an estate in fee simple in the land identified as allotment 41 in DP49567 of Part Section 216 (lot 41) and known as Lot 41 Jervois Marino Tce Marino or any portion thereof.

"the Council" means the Corporation of the City of Marion and its successors.

1.2. Construction

In this document, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) an obligation of two or more parties shall bind them jointly and severally;
- (c) if a word or phrase is defined cognate words and phrases have corresponding definitions; and
- (d) a reference to:
 - (i) a person includes a corporation and a body politic;
 - (ii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority;
 - (iii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (iv) a right includes a remedy, authority or power;

1.3. Headings

Headings shall be ignored in construing this document.

2. PLAN IN RELATION TO THE COMMUNITY TITLE LAND DIVISION APPLICATION AND PERFORMANCE OF WORKS

- 2.1 The Council is satisfied with the proposed division of lot 41 in accordance with the allotments shown on plans WF 10 and WF11 drawn by Weber Frankiw & Associates (the Development Plans) subject to all the works depicted on the Development Plans being undertaken by the Owner and the Owner otherwise also complying with the terms and conditions of this agreement.
- 2.2 The Owner agrees to undertake all the works shown on the Development Plans including but not limited to
 - 2.2.1 filling and development of lot 41 to take place in such a way so as to accommodate the overflow of floodwaters over the land that is expected to occur on a 1 in 100 year storm event to the reasonable satisfaction of the Council and in accordance with appropriate engineering techniques.
 - 2.2.2 the establishment of all necessary services necessary for residential purposes including provision of water, sewage, electricity, gas, telecommunication services and any and all matters incidental thereto including sumps, pumping stations etc.

3. FURTHER WORKS RELATING TO C1 ON DEVELOPMENT PLANS AND MAINTENANCE OF C1

- 3.1 As regards Allotment C1 (C1) shown the Owner agrees as follows:-
 - 3.1.1 that part of C1 identified on the Development Plan as being bituminised shall be bituminised and otherwise constructed to the reasonable satisfaction of the Council in accordance with appropriate engineering techniques.
 - 3.1.2 That part of C1 which is not to be bituminised shall be grassed landscaped or covered with rubble.
 - 3.1.3 At all times maintain C1 in such manner that it complies with the details shown on the Development Plan ie the contours are such that it will enable the free flow of flood waters to pass over C1 in the form of an open swale.
 - 3.1.4 The owners of C1 (being the owners of proposed allotments 1 – 4 inclusive shown on the Development Plan) shall at all times be responsible for all costs associated with the ongoing maintenance of C1 including the proper maintenance of (a) the bitumen surface of that part of C1 to be bituminised any associated kerbing retaining walls structures and landscaping, (b) the grassed landscaped or rubble area of C1, (c) the shape and contour of C1 as approved by the Council.

4. NO IMPEDEMENT IN C1 OR PORTION OF LOT 1

- 4.1 The Owner shall at all times ensure that no structures or any other devices or impediments (impediment) which could impede the flow of floodwaters over C1 are constructed or allowed to stand in C1. Additionally no masonry fence is to be constructed along the boundary of Lot 1 and C1 within the area of the drainage area marked A on the Development Plans.
- 4.2 In the event that any impediment is established in C1 (or a masonry fence

between Lot 1 and C 1) which in the reasonable opinion of the Council is likely to impede the flow of flood waters over C1, the Council may serve notice on the owners of C1 (or Lot1 as the case may be) requiring the removal of any such impediment. Unless the impediment is removed within 10 business days of receipt of any such Notice served by the Council, the Council may proceed to perform the works itself to remove any such impediment and recover the costs it reasonably so incurs from the Owner. Further is the Council is of the opinion that it is necessary for action to be taken immediately to remove any impediment, it may proceed to do so without the need to issue a Notice. Any reasonable costs so incurred by the Council can be recovered from the owners of C1 (or Lot1 as the case may be).

- 4.3 In the event that the Council incurs costs in removing any impediment in C 1 (or Lot1 as the case may be), it may at its option seek to recover such costs from any or all of the owners of C1 (being the owners of lots 1 – 4 inclusive such that any liability of the owners of lots 1 – 4 inclusive is joint and several. In the event that Council recovers such costs from only one or more of the owners (the affected person) but not all of the owners of lots 1 – 4 inclusive, the affected person may seek to recover any costs that they have incurred/paid from the other owners of lot 1 – 4 inclusive. Further it is acknowledged that if the impediment has been established by 1 or more of the owners of lot 1 – 4 inclusive (but not all of the owners), any owners (s) who is not responsible for the establishment of the impediment is entitled to an indemnity from the owner (s) of lots 1 – 4 inclusive who were responsible for establishing the impediment.

5. GATE OVER C1

Council acknowledges the Owner has indicated that a gate may be established over C1 for the purpose of restricting access to lots 1 – 4 inclusive. The Owner acknowledges that Development Approval may be required under the Act depending on the final configuration of the gate including any piers. However the Council indicates that it has no objection to a gate being established (subject to Development Approval) a long as the gate is wholly over C1 ie that it does not encroach onto the road reserve of Jervois Terrace (which road is vested in the Council pursuant to the provisions of the Local Government Act) and on the basis that the design of the gate and the materials to be used for the gate do not unreasonably interrupt or impede the flow of flood waters over C1 either through or under any such gate.

6. UPGRADE OF JERVOIS TERRACE FROM THE NORTHERN BOUNDARY OF C1 TO THE CURRENT CARAGEWAY OF JERVOIS TERRACE

- 6.1 The Owner agrees to pay all costs associated with the upgrade and sealing of Jervois Terrace from the northern boundary of C1 to the current carriageway of Jervois Terrace (even though such land is owned by the Council) together with construction of retaining walls and landscaping thereon. All such works will be constructed to the reasonable satisfaction of the Council in accordance with appropriate engineering techniques (the Jervois Terrace upgrade).
- 6.2 The finished surface of the Jervois Terrace upgrade shall link in/join with the bituminised surface of C1 so as to enable C1 and Jervois Terrace upgrade to act as the swale for the passage of/overflow of flood waters.
- 6.3 Additionally the owners of C1 shall be responsible for the ongoing maintenance of the Jervois Terrace upgrade.

7. EASEMENT

The Owner acknowledges that an easement has been granted in favour of the Council as marked on the Development Plan which easement relates to the drainage works established below the surface of C1. The owner will ensure that the Council's rights in respect of the easement are at all times maintained and that the drainage works the subject of the easement are not in any way interfered with by actions taking place on C1 or on of lots 1 – 4 inclusive. If any works are performed or any impediment occurs so as to interfere with Council's rights in respect of the easement, the Council can proceed to act in accordance with clauses 4.2 and 4.3 regarding the removal any such works or impediment and the recovery of any costs associated with any such removal.

8. BUILDING ENVELOPES

- 8.1 Any dwellings to be established on lots 1 – 4 inclusive should be established within the building envelope marked on the Development Plan and in any event at least 80% of the footprint of any dwelling on such allotment shall be established within the building envelope areas identified on the Development Plan.
- 8.2 Outbuildings may be established outside the building envelope area however if at all possible, such outbuildings should also be established within the building envelope areas marked on the Development Plan.

9. FINISHED FLOOR LEVELS

The finished floor level of any dwelling to be established on the allotments 1 – 4 inclusive shall be a minimum of

- 9.1 Allotment 1 - 22.6 metres AHD,
- 9.2 Allotment 2 - 23.3 metres AHD,
- 9.3 Allotment 3 - 23.7 metres AHD, and
- 9.4 Allotment 4 - 23.8 metres AHD.

10. COSTS OF WORKS

The owner shall be responsible for

- 10.1 All the works identified on the Development Plan,
- 10.2 The ongoing maintenance of the sealed section of C1 and the Jervois Terrace upgrade, and
- 10.3 (Potentially) any costs incurred by the Council in the event that it incurs costs to remove any impediment over C1 (nb the Council is the owner of Jervois Terrace and it is empowered under the provisions of the Local Government Act to remove any impediment established thereon which could interfere with any flood waters passing over it.)

11. DISPUTE RESOLUTION

- 11.1. The parties to this Agreement mutually acknowledge, covenant and agree that if any dispute or difference shall arise between any or all of the parties to this Agreement in respect of any act matter or thing to be undertaken by any party to this Agreement, then any of the parties to this Agreement shall be entitled to give to the other party written notice of the dispute or difference and at the expiration of twenty-eight days from the date of the written notice unless such

dispute shall have been otherwise settled between the parties, the dispute and difference shall be and is hereby referred to a person agreed between the parties who is experienced and knowledgeable in respect of the matters in dispute, who will investigate and determine the dispute in the capacity of an expert, not an arbitrator, or in the absence of an agreement, to a person nominated by the National President, or other principal office bearer for the time being of the Institute of Australia Arbitrators (hereafter called "I.A.A.") or in the event of the I.A.A. ceasing to exist by the President or other principal office bearer for the time being of another body by whatever name called and having the same general purposes and functions as the I.A.A.

- 11.2. If the person referred to in this clause is unable to make a decision within two weeks of the completion of the hearing or any extended period agreed in writing between the parties then another person shall be appointed in the manner prescribed in sub-clause 1 hereof and shall enter upon the reference in lieu of the first person.
- 11.3. The decision of the person referred to in sub-clauses 1 and 2 hereof shall be final and binding upon the parties.
- 11.4. The fees of the person referred to in sub-clauses 1 and 2 hereof together with all other costs and expenses of and incidental to the decision (other than the parties own costs which include legal costs) shall be borne equally by the parties to the dispute.

12. ADDITIONAL REQUIREMENTS

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

13. RIGHT OF INSPECTION

The Council and any employee or agent of the Council authorised by the Council may for the purposes of this Agreement at any reasonable time enter into and upon the land for the purpose of:-

- 13.1. inspecting the land and any building on the land
- 13.2. exercising any other powers of the Council under this Agreement.

14. NOTICE TO REMEDY

Subject to clause 4.2, if the Owner is in breach of this Agreement the Council may by notice in writing served on the Owner require the Owner to remedy the breach (including the reinstatement of the land) within such time nominated by the Council in the notice (being not less than 10 business days of the date of the service of the notice) and if the Owner fails to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in so doing perform any necessary works upon the land and recover any costs thereby incurred from the Owner as a debt due and owing to the Council.

15. RIGHT TO REMOVE

If in a notice referred to in the preceding paragraph the Council requires removal of anything from the land which may include but shall not be limited to a building or material of any kind the Council and its servants or agents are hereby authorised and empowered by the Owner to remove the said thing or things from the land (provided that the said thing or things have not previously been approved by the Council) and dispose of it or them in any manner determined by the Council PROVIDED THAT if the said thing or things shall have any monetary value then the Council shall use its best endeavours to realise that monetary value and shall after the disposal account to the Owner and pay to it the realised value less all expenses reasonably incurred by the Council in such removal and disposal.

16. DELEGATION

The Council may delegate any of the Council's powers under this Agreement to any person.

17. GIVING OF NOTICE

A notice shall for the purpose of this Agreement be properly served on the Owner if it is:-

- 17.1 posted to the Owner's last address known to the Council in which event it will be deemed to have been received on the day after posting,
- 17.2 affixed to a prominent position on the land.

18. REGISTRATION AND COSTS

- 18.1. The Council requests that this Agreement be registered on that portion of the land comprised in the Certificate of Title Register Book Volume 5558 Folio 402 identified as allotment 41 DP49567 of Part Section 216 (lot 41) and known as Lot 41 Jervois Marino Tce Marino.
- 18.2. The cost of registration and the cost of preparation of this Agreement shall be borne by the Owner.
- 18.3. Each party hereto shall do all things necessary to ensure that this Agreement is registered and a memorial thereof is entered on the said Certificate of Title pursuant to the provisions of Section 57 of the Act.

19. ENTIRE AGREEMENT, ACCURACY OF RECITALS AND WAIVER

- 19.1. This Agreement contains the whole of the Agreement between the parties in respect of the matters referred to in this Agreement and any variation to the Agreement shall be in writing and attested to by the parties in writing.
- 19.2. The Council and the Owner acknowledge that the Recitals are true and accurate and agree that they form part of this Agreement.
- 19.3. The Council may in its absolute discretion vary or waive compliance with any and all provisions of this agreement.

20. SEVERANCE

20.1. If a provision of this Agreement is void or voidable or unenforceable but would not be void or voidable or unenforceable if it were read down and is capable of being read down it shall be read down accordingly.

20.2. If notwithstanding sub-clause 1 hereof, a provision of this Agreement is still void or voidable or unenforceable:-

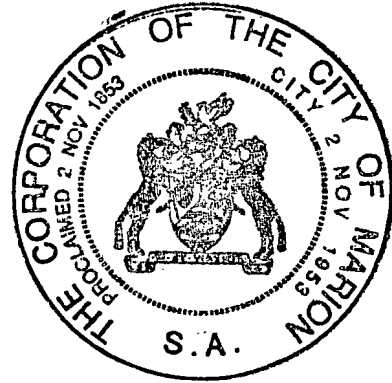
(i) if the provision would not be void or voidable or unenforceable as aforesaid if a word or words were omitted therefrom, that word or those words (as the case may be) are hereby severed;

(ii) if necessary, the whole provision is hereby severed; and

the remainder of this Agreement has full force and effect.

EXECUTED unconditionally by the parties as an Agreement pursuant to the provisions of Section 57 of the Development Act 1993.

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



.....
..... Mayor

.....
..... Chief Executive Officer

SIGNED BY GARRY GRANT NOLAN IN
THE PRESENCE OF)

.....
(Signature)

.....
(Name)

.....
(Signature)

SIGNED BY HARRY SABEH KERYLIDIS IN
THE PRESENCE OF)

.....
(Signature)

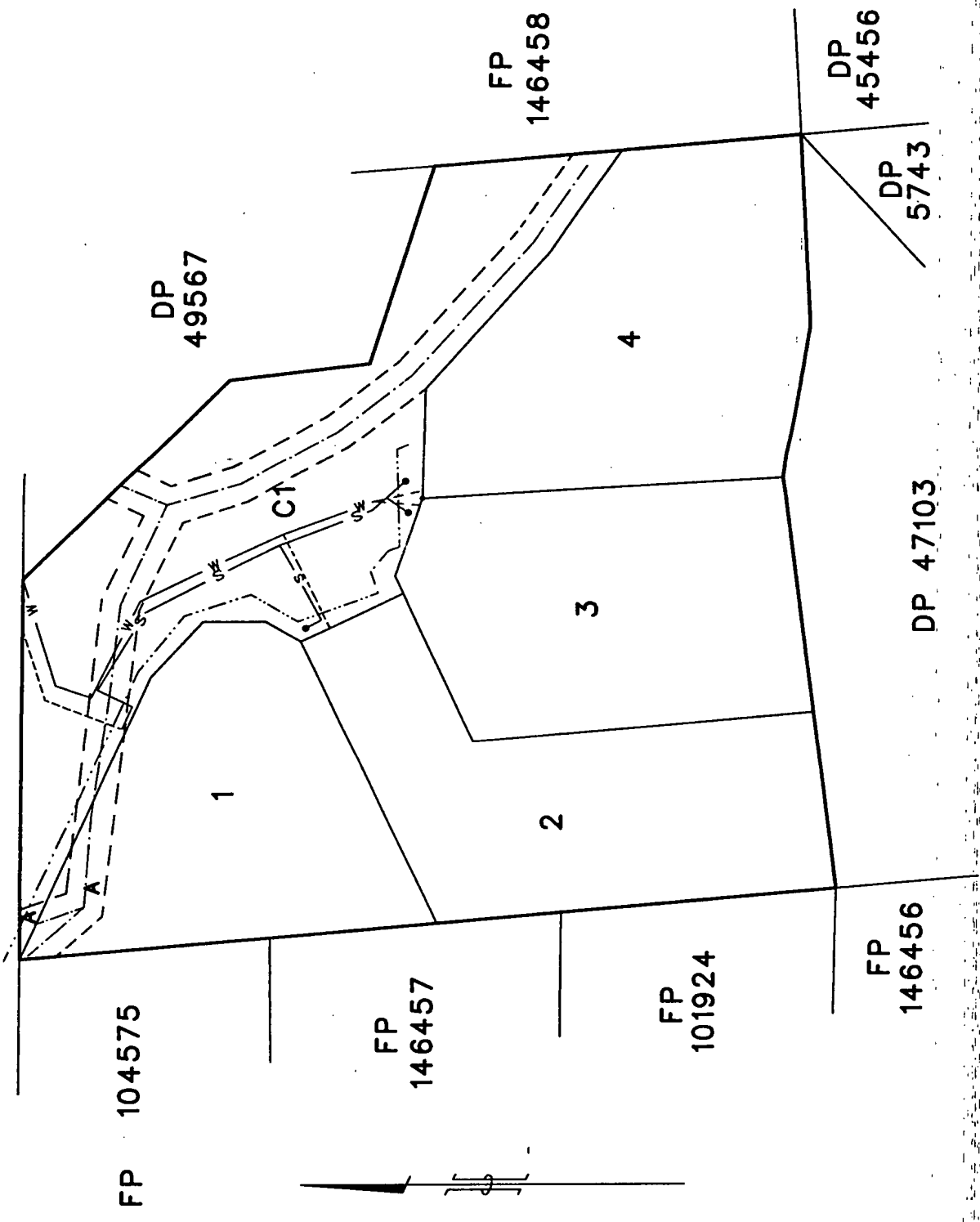
.....
(Name)

.....
(Signature)

COMMUNITY PLAN NUMBER	
PLAN TYPE	PRIMARY
THIS IS SHEET 2 OF 2 SHEETS	
Licensed Surveyor	DEPOSITED
APPROVED	PRO REGISTERED-GENERAL
SCALE	0 5 10 15 METRES
NOTATIONS	

SERVICE INFRASTRUCTURE PLAN

JERVOIS TERRACE



- EXISTING STORMWATER
- - - W - PROPOSED 25 WATER MAIN
- - - S - PROPOSED 20 WATER SERVICE
- - - S - PROPOSED 150 SEWER MAIN
- - - S - PROPOSED 100 HOUSE CONNECTION
- - - COMMON TRENCH (ELECTRICITY, GAS, ETC)
- - - PROPOSED RISING MAIN

WERNER FRANKS AND ASSOCIATES PTY. LTD.	
Serving Queensland	
Reference: 3224/03 (Cpl Ref-3224-connected)	
175 10th Ave, Brisbane, QLD 4000 Australia (P.O.)	
Telephone: 083 633 9991 Facsimile: 083 6333 9996	
AUS 083 633 9991	

