

Series No.	<b>8066406</b>
1	
Prefix	
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LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1886

*R. Hammond*  
Solicitor/Registered Conveyancer/Applicant  
**R & HAMMOND**

NOTES

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

1. Plans
2. Deqn
3. LOTS
4. T.P.

BELOW THIS LINE FOR OFFICE USE ONLY

Date	<b>14 FEB 1996</b>	Time	<b>11:30</b>
FEES			
R.G.O.	POSTAGE	ADVERT	NEW C.T.
<b>70</b>			

EXAMINATION **DP. A5061**

CORRECTION <i>Exo</i> <b>1-4-96</b> <del>29-3-96</del>	PASSED <i>[Signature]</i>
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BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by:

**NBAAP**

Correction to: **NORMAN WATERHOUSE; NWAH**

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

- CT 4190-326**
1. ....
  2. ....
  3. ....
  4. ....
  5. ....
- Assessor *[Signature]*

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

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

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

INSTRUMENT	AGENT CODE
<b>CT 4190/326</b>	<b>PRIM 3</b>

APPLICATION TO REGISTER - DEVELOPMENT ACT, 1993  
LAND MANAGEMENT AGREEMENT

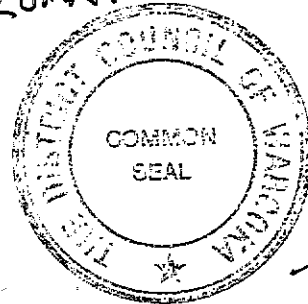
TO: THE REGISTRAR GENERAL

THE DISTRICT COUNCIL OF WAROOKA HEREBY APPLIES pursuant to the provisions of Section 57(5) of the Development Act, 1993 for the registration of the attached Deed dated the 12<sup>th</sup> day of FEBRUARY 1996 and made between THE DISTRICT COUNCIL OF WAROOKA aforesaid as the Council of the one part and CLIVE ASHLEY BUTLER as the Owner of the other part as a Land Management Agreement pursuant to Section 57(2) of the said Act. The said Deed binds WHOLE of the land comprised in Certificate of Title Register Book VOLUME 4190 FOLIO 326 and operates to control the future development of the said land.

DATED the 12<sup>th</sup> day of FEBRUARY 1996

management, preservation and conservation

THE COMMON SEAL of  
THE DISTRICT COUNCIL OF WAROOKA  
was hereunto affixed in the presence  
of:



*[Signature]* ..... Chairman  
*[Signature]* ..... District Clerk

The Owner HEREBY CONSENTS to the registration of the attached Land Management Deed.

SIGNED by the said CLIVE ASHLEY BUTLER  
in the presence of:

*[Signature]* .....

*[Signature]* .....

Signature of WITNESS - Signed in my presence by the Owner who is either personally known to me or has satisfied me as to his or her identity. A penalty of up to \$2,000 or six (6) months imprisonment applies for improper witnessing.

~~ROBINSON~~ MICHAEL DAVID ROBINSON  
Print Full Name of Witness (Block Letters)

Box 153 STANSBURY 5582  
Print Full Address of Witness

88524422  
Business Hours Telephone No

THIS DEED is made the 12<sup>TH</sup> day of FEBRUARY 1995

BETWEEN: THE DISTRICT COUNCIL OF WAROOKA of Post Office Box 82 Warooka 5577 (hereinafter with its successors and assigns called "the Council") of the one part

AND: CLIVE ASHLEY BUTLER (Agriculturalist) of PO Box 171, Stansbury 5582 (hereinafter with his or its executors administrators successors and assigns as the case may be called "the Owner") of the other part

COMMISSIONER OF STAMPS  
S.A. STAMP DUTY PAID \$10.00  
ORIGINAL STAMPED (COPY 2 OF 2)  
13/02/96 15:54:35 B25634,1  
DEED

WHEREAS

- A. The Owner is the proprietor of an estate in fee simple in the whole of the land comprised in Certificate of Title Register Book Volume 4190 Folio 326 (hereinafter called "the Land");
- B. By a Development Application numbered 541/D005/94 (hereinafter called "the Application") the Owner sought planning authorisation pursuant to the provisions of the Development Act, 1993, (hereinafter called "the Act"), from the Council, to develop the Land by dividing the Land into a total of five (5) allotments (hereinafter called "the Proposed Development");
- C. Pursuant to the provisions of Section 57(2) of the Act, the Owner has agreed with the Council to enter into this Deed relating to the development, management of the Land subject to the terms and conditions hereinafter mentioned. *preservation and conservation*

NOW THIS DEED WITNESSETH as follows:

1. Interpretation

- 1.1 The parties acknowledge that the matters hereinbefore recited are true and accurate and agree that they shall form part of the terms of this Deed.
- 1.2 In the interpretation of this Deed unless the context shall otherwise require or admit:
  - 1.2.1 Words and phrases used in this Deed which are defined in the Development Act, 1993, shall have the meanings ascribed to them by that Act;
  - 1.2.2 References to any statute or subordinate legislation shall include all statutes and subordinate legislation amending consolidating or replacing the statute or subordinate referred to;

- 1.2.3 The term "the Owner" where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes his heirs, executors, administrators and transferees and where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons being registered or entitled to be registered as the proprietor of an estate in fee simple to the Land subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Title thereof;
- 1.2.4 The term "person" shall include a corporate body;
- 1.2.5 The term "the Land" shall include any part or parts of the Land;
- 1.2.6 Words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively;
- 1.2.7 Words importing any gender shall include every gender;
- 1.2.8 Where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they shall be bound jointly and each of them severally;
- 1.2.9 Any clause headings or marginal notes are for reference purposes only and shall not be resorted to in the interpretation of this Deed.
- 1.3 If any provision of this Deed shall be found by a court of competent jurisdiction to be invalid or unenforceable in law THEN and in such case the parties hereby request and direct such court to sever such provision from this Deed.
- 1.4 The law governing the interpretation and implementation of the provisions of this Deed shall be the law of South Australia.

2. The Owners Obligations

2.1 No Division of Land

The Owner shall not commence or proceed with or cause, suffer or permit to be commenced or proceeded with any application pursuant to the Act, any Act passed in substitution for the Act, the Real Property Act, 1886, any Act passed in substitution for the said Real Property Act, 1886, or any other relevant Act, to undertake any division of the Land.

2.2 THE USE OF LAND AND BUILDING WORK

2.2.1 The Owner shall not undertake any other development upon the Land other than the construction of a detached dwelling and such out-buildings normally associated with a dwelling PROVIDED HOWEVER that the number of out-buildings shall be restricted to one per detached dwelling.

2.2.2 The Owner shall not use out-buildings or cause suffer or permit out-buildings on any of the allotments forming part of the Land to be used, as a dwelling for permanent residential use, BUT the Owner may cause suffer or permit such out-buildings to be temporarily used for residential use where on the allotment in question:

2.2.2.1 construction of a dwelling that has been approved by the Council in accordance with the provisions of this Deed and pursuant to the provisions of the Act is proceeding and the footings for that dwelling have been poured;

2.2.2.2 the residential use of such out-building does not exceed a period of six months from the date of the initial residential use of such out-building;

2.2.2.3 such out-building is in good repair and condition; and

2.2.2.4 there is a toilet system connected or ancillary to such out-building which meets the Council's satisfaction.

2.2.3 The Owner shall not use or cause, suffer or permit caravans or tents to be used on any of the allotments forming part of the Land for residential purposes except where on the allotment in question:

2.2.3.1 construction of a dwelling that has been approved by the Council under the provisions of this Deed and pursuant to the Act is proceeding and the footing for such dwelling have been poured;

2.2.3.2 the residential use of such caravan or tent does not exceed a period of twelve months from the date of the initial residential use of such caravan or tent;

2.2.3.3 such caravan or tent is in good repair and condition; and

2.2.3.4 there is a lawfully approved septic system (or a soakage system in the case of sullage disposal only) connected to or ancillary to such caravan or tent.

2.2.4 The Owner shall provide the following information to the Council when seeking consent to construct any dwelling or out-building on the Land:

2.2.4.1 A scaled site plan showing the location of the development (which is to be no greater than 1 hectare in area) in relation to the remainder of the Land;

2.2.4.2 Sketch Plans sufficient to describe the character of the building work and its relationship to the allotment upon which it is to be carried out; and

2.2.4.3 A scaled site plan of the development and plans showing location of the structure, provision of vehicular driveway access, elevations, cross-section and floor plans of the building work proposed.

2.2.5 The Owner shall ensure that any building work on the allotment forming part of the Land complies with the

Principles specified in the First Schedule hereto, except to the extent that the Council may otherwise agree.

- 2.2.6 The Owner shall ensure that all dwellings and outbuildings exhibit design characteristics as set out in the First Schedule of this Deed.
- 2.2.7 The Owner shall maintain all dwellings and outbuildings and the Land generally in good order and condition at all times.
- 2.2.8 The Owner shall not use any second-hand or re-used materials as external cladding for dwellings or out-buildings.
- 2.2.9 The Owner shall not place any recycled or second-hand transportable type building or structure on the Land.

### 2.3 Farming

Insofar as the Owner undertakes farming on the Land such farming shall comply with the Farming Practice Standards specified in the Second Schedule.

### 2.4 Keeping of Animals

The Owner shall not cause, suffer or permit any allotment forming part of the Land to be used for intensive animal keeping.

## 3. Miscellaneous Provisions

- 3.1 The Owner shall not grant any lease or licence easement or other right of any nature whatsoever which may give any person the right to possession or control or entry upon the Land upon any terms whatsoever unless such grant shall be expressed in writing and shall contain as an essential term thereof a covenant by the grantee not to do or omit to do any act matter or thing upon the Land which would constitute a breach of the provisions of t his Deed if such act matter or thing were done or omitted to be done by the Owner.
- 3.2 The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter the Land for the purpose of:
  - 3.2.1 inspecting the Land and any building or structure thereupon;

- 3.2.2 exercising any other powers of the Council under this Deed or pursuant to law.
- 3.3 If the Owner is in breach of any provision of this Deed, the Council may, by notice in writing on the Owner, specify the nature of the breach and require the Owner to remedy the breach within such time as may be nominated by the Council in the notice (being not less than twenty eight (28) days from the date of service of the notice) and if the Owner fails so to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land and recover any costs thereby incurred from the Owner.
- 3.4 If in notice referred to in clause 3.3 hereof the Council requires the removal of the building or structure from the Land the Council and its servants or agents are hereby authorised and empowered by the Owner to enter and remove the building or structure from the Land and to dispose of it in any manner determined by the Council provided that if the building shall have any monetary value then the Council shall use its best endeavours to realise that monetary value and shall after the dispose account to the Owner and pay to him the realised value less all expenses incurred.
- 3.5 This Deed may not be varied except by a Supplementary Deed signed by the Council and the Owner.
- 3.6 The Council may waive compliance by the Owner with the whole or any part of the obligations on the Owner's part herein contained provided that no such waiver shall be effective unless expressed in writing and signed by the Council.
- 3.7 This Deed contains the whole agreement between the parties in respect of the matters referred to herein.
- 3.8 Notice shall for the purpose of this Deed be properly served on the Owner if it is:
- 3.8.1 posted to the Owner's last address known to the Council;  
or
- 3.8.2 affixed in a prominent position on the Land.
- 3.9 The Council may delegate any of its powers under this Deed to any person.



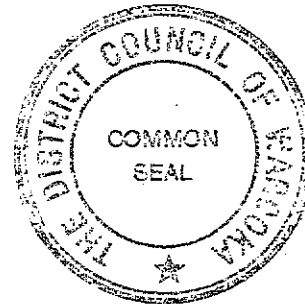
3.10 The Owner hereby indemnifies the Council and agrees to keep it forever indemnified in respect of the whole of its costs and expenses of and incidental to the negotiation preparation stamping and registration of this Deed and the implementation including the enforcement of its terms.

3.11 The requirements of this Deed are at all times to be construed as additional to the requirements of the Development Act, 1993, and any other legislation affecting the Land.

3.12 Each party shall do and execute all such acts documents and things as shall be necessary to ensure that as soon as is possible after the execution of this Deed by all necessary parties this Deed is registered and a memorial thereof entered on the Certificate of Title for the Land pursuant to the provisions of Section 57(7) of the Development Act, 1993, in priority to any other registrable interest in the Land save and except for the estate and interest on the Owner therein.

IN WITNESS WHEREOF the parties hereto have executed this Deed.

THE COMMON SEAL of )  
THE DISTRICT COUNCIL OF WAROOKA )  
was hereunto affixed in the presence )  
of: )



*[Signature]* Chairman  
*[Signature]* District Clerk

SIGNED by the said CLIVE ASHLEY BUTLER )  
in the presence of: )

*[Signature]*

*[Signature]*

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

*[Signature]*  
C A Butler

FIRST SCHEDULE - DEVELOPMENT PRINCIPLES

1. Conserve and preserve the native flora and fauna.
2. Maintain the rural character by encouraging existing agricultural land uses.
3. Avoid the uses of the Land which adversely affect agricultural productivity of the Land.
4. Preserve the natural environment.
5. Prevent land degradation as a result of poor land management practices.
6. Avoid activities which are likely to increase soil erosion, encroachment of noxious weeds and infestations by vermin or disease.
7. Avoid adverse impact on the use and enjoyment of the Subject Land through noise, traffic, fumes, vibration, dust or any other harmful or nuisance creating impact.
8. Contribute to the creation of a pleasant environment through tree planting.
9. Insofar as it involves excavation and/or filling on the Land, such excavation and/or filling is to be kept to a minimum so as to preserve the natural form of the Land and the native vegetation. Such excavation and/or filling should only be undertaken in order to reduce the visual impact of Building Work and fencing, or in order to construct water storage facilities on the Land.
10. Buildings and structures shall be sited within the Building Envelope.
11. Insofar as it involves excavation and/or filling outside the building Envelope, such excavation and/or filling is to be confined in the case of each allotment forming part of the Land to the construction of one road, street or thoroughfare thereon:
  - 11.1 from a public road abutting the Land to the Building Envelope.
12. Avoid the storage, placement or deposition of plant, machinery, automobile bodies and parts, other vehicle junk and other materials and objects of a like nature in the open.
13. Insofar as it comprises Building Work or fencing, be maintained in good order and condition.

14. Insofar as it involves Building Work on an allotment forming part of the Land comply with the following objectives:

14.1 Siting

Dwellings should be sited to:

- . minimise their visual impact when viewed from the sea;
- . maximise the privacy of neighbours;
- . minimise disturbance of natural landform and vegetation;
- . not exceed two storeys in height.

Outbuildings should be sited to:

- . minimise impact on the natural character of the locality;
- . be concealed with natural ground form or vegetation where possible;
- . design and materials should complement any dwellings on the allotment;
- . roads, streets or thoroughfares on the allotment should follow the natural contour of the Land with minimum impact on the local vegetation.

14.2 Design Character

Building forms should be simple, with skillion or pitched roofs. Large rectangular buildings are not desired and should be designed as smaller elements relating to site large eaves, verandahs and pergolas should be incorporated into the design of a building so as to create shadowed areas which reduce the bulky appearance of the building.

14.3 Materials and Finishes

Materials and finishes should reinforce the rural, seaside location and require low maintenance. Reflective materials shall not be used.

Roofing options; tiles or colorbond sheeting in tones of grey, fawn, brown or green.

Walling options; brick, blockwork, rendered or bagged finishes, weatherboarding, textured cellulose fibre, reinforced cement products, log cabin panels, all to be in natural tones of fawn, brown, grey or green.

15. Insofar as it involves fencing, deep fencing to a minimum and use natural materials or "see through" types of materials such as post and wire, post and rail, or a series of white posts to identify allotment boundaries.
16. Insofar as an allotment comprising part of the Land is to be used for residential purposes, provision shall be made for a rainwater tank or tanks or other facility for the storage of rainwater with a minimum holding capacity of 22,000 litres.

SECOND SCHEDULE - FARMING PRACTICE STANDARDS

The Owner shall:

1. Carry out farming activities on the Land which reflect the constraints imposed by soil conditions, location, water availability and water quality of the Land.
2. Should areas of soil erosion occur on the Land:
  - 2.1 de-stock the affected area of the allotment;
  - 2.2 fence off the affected area;
  - 2.3 re-instate drift banks (if any) within the affected area; and
  - 2.4 establish a vegetation cover with the affected area.
3. Not allow the proliferation of weeds or pest proclaimed as such in the Animal and Plant Control (Agricultural and Other Purposes) Act, 1986.
4. Take all reasonable steps to ensure that the Land does not become infested with noxious pests and weeds which are not proclaimed as such in the Animal and Plant Control (Agricultural and Other Purposed) Act, 1986, including "Three Corner Jacks" (Emix Australia), "Lincoln Weed" (Diplotoxis Tenvifola), "Potato Weed" (Heliotropium Europaeum) and "Horehound" (Marribium Vulgare).
5. Not undertake on the Land long fallow practices by mechanical means except where cultivation is for suitable fire breaks.
6. Where chemical fallowing of the Land is being undertaken, ensure that vegetation cover is retained during the summer and autumn months.
7. Grain legume crops should not be given unless it can be shown that sufficient crop residues will exist to prevent abnormal soil erosion during the post harvest season.
8. Not graze cereal crop residues such that vegetation cover is reduced to a point that soil erosion is likely.
9. Endeavour to participate in group farming schemes so as to promote efficient agricultural use of the Land.

10. Where allotments are fenced and managed independently, not manage the allotment in question in such a way that it interferes or becomes incompatible with other parts of the Land or other land in the locality.
11. Where possible, grow cereal crops on the Land but the frequency of rotation should not exceed one (1) crop every two (2) years unless it can be shown that this practice will not result in land degradation: -----

DATED \_\_\_\_\_ 1995

BETWEEN:

THE DISTRICT COUNCIL OF  
WAROOKA

of the one part

- AND -

CLIVE ASHLEY BUTLER

of the other part

---

LAND MANAGEMENT AGREEMENT  
BY DEED

---

NORMAN WATERHOUSE

Solicitors

15th Floor

45 Pirie Street

ADELAIDE SA 5000

Telephone: 210 1200

NUMBER  
Office use only

To be completed by lodging party

ANNEXURE to Land Management Agreement dated  
over Certificate of Title Volume: 4190 Folio: 326

THE MINISTER OF AGRICULTURE being a person with a legal interest in the land HEREBY CONSENTS  
hereto.

**MINISTER FOR PRIMARY INDUSTRIES** a body corporate to whom the powers and functions of the Minister of Primary Industries were conferred by Proclamation made on 14th December, 1993 under the Administration of Acts Act, 1910 as successor to The Minister of Agriculture by Proclamation dated 1 October 1992 under the Administration of Acts Act 1910 whose place of business is at Grenfell Centre, 25 Grenfell Street, Adelaide SA 5000.

THE COMMON SEAL OF THE MINISTER FOR  
PRIMARY INDUSTRIES WAS HEREUNTO  
AFFIXED BY THE AUTHORITY OF THE  
MINISTER IN THE PRESENCE OF:

