

Orig. AG 10807309



11:58 3-Oct-2007

1 of 1

Fees: \$108.00

Series No.

LANDS TITLES REGISTRATION OFFICE SOUTH AUSTRALIA

APPLICATION

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

[Signature]

~~Solicitor/Registered Conveyancer/Applicant~~
Christine Helene Bertram

RevenueSA - Stamp Duty - ABN 19 040 349 865 ©

RevNetID/PRA Bundle No.: 116209577

Orig/Copy 1 of with 0 copies

Consideration/Value/Security: \$ 0.00

SA Proportion (if applicable): \$ _____

SD: \$ 0.00 LTO Fees: \$ 0.00

Int: \$ _____ Pen/Add Tax: \$ _____

Signature: *[Signature]* Date: 3/10/07

AGENT CODE

Lodged by: ATBC

ATBC

Correction to: Bertram & Co

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

- 1. 5667/930 116209577
- 2.
- 3.
- 4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

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

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

ITEM(S)	AGENT CODE
<u>5667-930</u>	<u>NAB</u>

CORRECTION	PASSED <i>[Signature]</i>
REGISTERED	
<p><i>[Signature]</i> 25 OCT 2007</p> <p>PRO REGISTRAR-GENERAL SOUTH AUSTRALIA</p>	

APPLICATION

TO REGISTER LAND MANAGEMENT AGREEMENT
(PURSUANT TO S 57(5) OF THE DEVELOPMENT ACT 1993)

of 3/2/07
25.10.07

CERTIFICATE(S) OF TITLE AFFECTED
The whole of the land in Certificate of Title Register Book Volume 5730 Folio 577

ESTATE AND INTEREST
Estate in fee simple

APPLICANT (Full Name and Address)
THE CORPORATION OF THE CITY OF UNLEY
of 181 Unley Road
Unley SA 5061

SPECIFY NATURE OF APPLICATION
The applicant applies
for the registration of the attached Land Management Agreement pursuant to the provisions of Section
57(2) of the said Act which Land Management Agreement is dated the 23 day of September 1999
made between THE CORPORATION OF THE CITY OF UNLEY of the first part and JUSTIN PAUL
HAZELL of 49 King William Road Unley SA 5061 of the second part and which Agreement binds the
whole of the land in Certificate of Title Register Book Volume 5730 Folio 577.
This Agreement relates to the management of the land for the purposes of Section of the said Act.
Now THEREFORE THE COUNCIL APPLIES PURSUANT TO S 57(5) OF THE ACT TO NOTE
THE AGREEMENT AGAINST THE LAND.

25.10.2007

DATED 2 October 2007

EXECUTION
The Common Seal of THE CORPORATION OF THE CITY OF UNLEY
was hereunto affixed in the presence of:

Executed by JUSTIN PAUL HAZELL

Signature of WITNESS - Signed in my presence
by JUSTIN PAUL HAZELL who is either personally
known to me or has satisfied me as to his identity*

Mayor
Chief Executive Officer

Tammy Jane Kent
Full name of Witness

107 Greenhill Road

Unley SA 5061
Address of Witness

Business Hours Telephone Number: 83571010

* NB: A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing. Guidance Notes available

THIS AGREEMENT is made the

23

day of September 1999

PARTIES:-

FIRST PARTY:

THE CORPORATION OF THE CITY OF UNLEY of 181 Unley Road, Unley 5061 ("the Council")

SECOND PARTY:

JUSTIN PAUL HAZELL of 49 King William Road, Unley 5061 ("the Owner")

PREAMBLE:

- A. The Owner is the registered proprietor of the whole of the land comprised in Certificate of Title Volume 703 Folio 50 situated at 49 King William Road, Unley 5061 ("the Land").
- B. By development application No. 090/404/99 ("the Application") the Owner has sought development authorisation pursuant to the provisions of the Development Act 1993 ("the Act") from the Council to develop the Land by the creation of three new allotments as shown on the plan included in the application ("the plan").
- C. A house ("the existing residence") situated on the Land as depicted on the plan is to be retained on the Land and is to be comprised in allotment 1.
- D. Pursuant to the provisions of section 57(2) of the Act, the Owner has agreed to preserve and retain the existing residence on the Land upon the terms and conditions contained in this Agreement.

OPERATIVE PART:-

Acknowledgment

1. The parties acknowledge and agree that the recitals in the preamble to this Agreement are true and correct.

Interpretation

2. 2.1 In the interpretation of this Agreement unless the context otherwise requires:-
- i. Words and phrases used in this Agreement which are defined in the Act have the meanings ascribed to them by the Act.
 - ii. References to any statute or subordinate legislation include all statutes and subordinate legislation amending, consolidating or replacing the statute or subordinate legislation referred to.
 - iii. The term "the Owner" includes his executors, administrators, assigns and transferees.
 - iv. The term "person" includes a corporate body.
 - v. The term "the plan" means the plan included in the application.
 - vi. Words imparting the singular number or plural number are deemed to include the plural number and the singular number respectively.
 - vii. Words importing any gender include every gender.
 - ix. Where two or more persons are bound under this Agreement to observe or perform any obligation or agreement, whether express or implied, then they are bound jointly and each of them severally.
 - x. Clause headings are for reference purposes only and must not be resorted to in the interpretation of this Agreement.
- 2.2 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable in law, the parties request and direct the court to sever that provision from this Agreement.
- 2.3 The law governing the interpretation and implementation of the provisions of

this Agreement is the law of South Australia.

Preservation of Existing Residence

- 3.1 Subject to subclause 3.2, the Owner agrees that he will not apply to demolish the existing residence.
- 3.2 The Owner may apply to demolish the existing residence in the following circumstances:
- (a) the existing residence or any significant element of it is so structurally unsound as to be unsafe and irredeemable; and
 - (b) the extremely poor state of the structure is confirmed by appropriate qualified expert engineering and heritage advice; and
 - (c) in the circumstances the Council considers the retaining of the existing residence unreasonable and unwarranted.
- 3.3 The Owner agrees that it will maintain and keep in fair state of repair the existing residence and take all reasonable means to ensure the preservation of the existing residence.

Registration

4. Each party must execute all such documents and do all such acts and things as are necessary to ensure that this Agreement is noted against the Certificate of Title for the Land pursuant to the provisions of Section 57(5) of the Act.

Rescission

5. If any development authorisation obtained for the application lapses or expires by virtue of the provisions of the Act without being implemented by the Owner or is cancelled in accordance with Section 43 of the Act, the Council agrees to rescind this Agreement at the request of the Owner who must then pay the reasonable costs of

EXECUTED as an Agreement.

The Common Seal of THE CORPORATION)
OF THE CITY OF UNLEY was hereunto)
affixed in the presence of:)

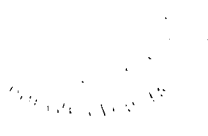
.....
Mayor

.....
Chief Executive Officer

SIGNED as a Agreement by the said)
JUSTIN PAUL HAZELL)
in the presence of:)

.....
JPMartin

Justin Paul Hazell



DATED 23 September 1999

PARTIES:

**THE CORPORATION OF THE CITY
OF UNLEY**

- and -

JUSTIN PAUL HAZELL

AGREEMENT

GOLDBERG & CO
Solicitors
146 Gilles Street
ADELAIDE SA 5000
SAC:Aug99:990608.081

To be completed by lodging party ANNEXURE to LMA dated 2/10/07 over Certificate of Title Volume:5730 Folio: 577	NUMBER Office use only
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APPLICANT: THE CORPORATION OF THE CITY OF UNLEY

CERTIFICATE OF TITLE: VOLUME 5730 FOLIO 577

National Australia Bank having an interest in the land as Mortgagee hereby consents to the registration of this Agreement.

NATIONAL AUSTRALIA BANK LIMITED
A.C. N 004 004 937
by its Attorney
of 22-28 King William Street
Adelaide



Tony Curtis
Private Client Manager

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Manager Securities
in the State of South Australia
P/A No. 7075481