



**LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA**

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR AGENT USE ONLY**

<b>CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886</b>	
<b>Harold A Baggs Registered Conveyancer</b>	

Series No.	Prefix

AGENT CODE

Lodged by:

**BELOW THIS LINE FOR OFFICE USE ONLY**

Date	Time:	
FEES		
R.G.O.	POSTAGE	NEW C.T.

Correction to: **Harold A. Baggs** **HAB1**  
**Suite 3, 16 Bartley Crescent**  
**Wayville SA 5034** **(39)**

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

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

\_\_\_\_\_ Assessor

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

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

CORRECTION	PASSED
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REGISTERED	REGISTRAR-GENERAL
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**DELIVERY INSTRUCTIONS** (Agent to complete)  
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE
	<b>HAB1 (39)</b>

COMMISSIONER OF STAMPS

S.A. STAMP DUTY PAID \$10.00  
ADJUDGED DULY STAMPED  
ORIGINAL WITH 0 COPIES  
31/05/96 11:33:17 00287551+2  
DEED

THE CORPORATION OF THE CITY OF UNLEY of Post Office Box 1 Unley SA 5061 HEREBY APPLIES pursuant to the provisions of Section 57(5) of the Development Act 1993 for the registration of the attached Deed dated the 21<sup>st</sup> day of May 1996 and made between THE CORPORATION OF THE CITY OF UNLEY aforesaid as the Council of one part and AGNES THOMSON FAIRBROTHER of 24 Fern Avenue Fullarton SA 5063 as the owner of the other part as a Land Management Agreement pursuant to Section 57(2) of the said Act.

The Deed and Land Management Agreement binds the whole of the land in Lot 8 in Deposited Plan Number 45732 being the whole of the land comprised in Certificate of Title Register Book VOLUME 4394 FOLIO 612 and Portion of the land in Certificate of Title Register Book VOLUME 5258 FOLIO 366 and operates to control the future development of the said land.

*Handwritten mark*

*management*

→ NOW WHOLE OF THE LAND IN  
G.L. VOLS 381 FOL 54

DATED the 21<sup>st</sup> day of May 1996

The COMMON SEAL of THE CORPORATION OF THE CITY OF UNLEY was hereunto affixed pursuant to the resolution passed by Council dated the 19th day of December 1994.

*Handwritten signature*  
..... Mayor

*Handwritten signature*  
..... City Manager

THIS DEED IS MADE THE 21<sup>st</sup> DAY OF May 1996.

BETWEEN: AGNES THOMSON FAIRBROTHER of 24 Fern Avenue,  
Fullarton SA 5063 (hereinafter with its successors and  
assigns called "the Owner") of the one part

AND THE CORPORATION OF THE  
CITY OF UNLEY of Post Office Box 1, Unley SA 5061 (hereinafter  
with its successors and assigns called "the City") of the other part

WHEREAS:-

A. The City is the owner of a portion of Lot 4 in deposited Plan No. 41447  
contained in Schedule 1 to this Deed being portion of the land comprised in  
Certificate of Title Register Book Volume 5258 Folio 366 and being more  
particularly described as the area marked "4" in the plan of land division  
contained in Schedule 2 to this Deed ("the Land").

B. The Owner is the owner of the whole of the land comprised in Certificate of  
Title Register Book Volume 4394 Folio 612, which land is contiguous to the  
Land (the Land and the land referred to in Recital B together referred to in  
this Agreement as "the Combined Land").

C. The Owner has offered to purchase and the City has agreed to sell the Land to the Owner pursuant to a Contract for the Sale and Purchase of Land ("the Contract") dated or intended to be dated the same date as this Agreement entered into between the City and the Owner on the day of this Agreement.

D. It is a condition of the Contract that the Owner enters into a land management agreement with the City.

E. The purchase price for the Land agreed to be paid under the Contract has been agreed to by the City on the basis that the Combined Land comprises no more than one allotment with a frontage to Windsor Street, Malvern.

F. The Owner has agreed that if the Combined Land is divided in a manner which gives rise to the Combined Land comprising two allotments each with a frontage to Windsor Street, Malvern then a further payment is due to the Council as consideration for the Land.

G. The parties agree that it is intended that this agreement will apply to the Combined Land to the extent only that if the Owner divides the Combined Land in a manner which gives rise to the Combined Land comprising two allotments each with a frontage to Windsor Street, Malvern, the Owner shall pay to the Council a certain further sum of money.

H. Pursuant to the provisions of section 57 (2) of the Development Act, 1993 the Owner has agreed with the Council to enter into this agreement subject to the terms and conditions hereinafter mentioned.

**NOW THIS DEED WITNESSETH**

**1 Interpretation**

**1.1 In this Agreement, unless a contrary intention appears:**

**1.1.1 a reference to any legislation, or any provision of any legislation includes:**

(a) all regulations, orders or instruments issued under the legislation or provision; and

(b) any modification, consolidation, amendments, re-enactment, replacement or codification of any such legislation or provision;

**1.1.2 words or expressions:**

(a) importing the singular include the plural and vice versa;

(b) importing a gender include the other genders;

**1.1.3 words and phrases used in this agreement which are defined in the Development Act, 1993 shall have the meanings ascribed to them by that Act.**

1.1.4 the term "the Land" shall include any part or parts of the Land.

1.2 Any covenant or agreement on the part of a party will bind its respective successors, successors in title in accordance with the provisions of section 57 of the Development Act, 1993, assigns, executors, administrators and transferees and if more than one jointly and severally.

1.3 Any heading, index, table of contents or marginal note is for convenience only and does not affect the interpretation of this Agreement.

1.4 The law of this Agreement is the State of South Australia, and the parties submit to the jurisdiction of the Courts of South Australia.

## 2. Subdivision or other dealing

If the Owner divides the Combined Land in a manner which gives rise to the Combined Land comprising two allotments each with a frontage to Windsor Street, Malvern, a further sum in the sum of twenty thousand dollars (\$20,000.00) will be immediately payable by the Owner to the City. The Owner is not obliged to divide the Combined Land in the manner described in this clause.

**3. Noting of agreement on register**

The Owner and the City will sign all necessary documents and do everything necessary to have the Registrar-General note this Agreement against the instruments of title of the Combined Land, pursuant to section 57 of the Development Act, 1993.

**4. Notice of intention to sub-divide**

The Owner must give the City immediate written notice of any intention to divide the Combined Land in the manner described in clause 2 of this Agreement.

**5. Examination by City**

The City or its employees or agents may, on giving reasonable notice to the Owner, enter the Combined Land to view and examine the Combined Land and may give the Owner notice of any breach of the Owner's obligations under this Agreement, including a requirement that the breach be remedied.

**6. Rescission**

In the event that the Owner divides the Combined Land in the manner described in clause 2 of this Agreement, the Council agrees to rescind this Agreement at the request of the Owner and the reasonable costs of and



incidental to the preparation, stamping and registration of the Agreement of Rescission should be borne by the Owner.

**7. Costs of agreement**

The parties agree that they shall each bear their own costs (including legal costs) and expenses of and incidental to the negotiation and settling of this agreement, save and except that the City will pay the costs of the stamping and registration of this Agreement.

**8. Notice of agreement to intending purchaser**

The Owner will give notice of this Agreement to any intending purchaser of the whole or any part of the Land.

**9. Notice**

Any notice to be given under this Agreement by the City to the Owner will be sufficient if signed by the City Manager or Acting City Manager the City and delivered to the Owner's last known address or posted in a pre-paid envelope addressed to the occupier of the Combined Land. Any notice so posted will be deemed to have been served 48 hours after the time of posting.

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

SIGNED BY Peter Donald Fairbrother )  
of 363 Montacute Road Athelstone )  
SA 5076 )

*Agnes Thomson Fairbrother*

by her attorney

as attorney for AGNES THOMSON )  
FAIRBROTHER in the presence of:- )

*P. D. Fairbrother*

Power of Attorney No. 7037316

*J. Robeart*

Witness

*JAMES ROBEART BOTTEN* Print Full Name

*75 A Angus Street,* Address

*Athelstone SA*

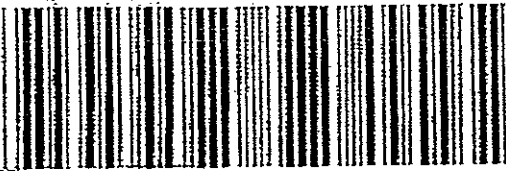
*223 7877* Telephone  
(during normal business hours)

REGISTERED 23 JAN 1997

*E. Thomson*



8123739



LANDS TITLES REGISTRATION OFFICE SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

[Signature]

Solicitor/Licensed Land Broker/Applicant HA BEEGGS

[Signature] [Signature]

AG

NOTES

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

BELOW THIS LINE FOR OFFICE USE ONLY

Date	7 JUN 1996	Time	12:10
FEES			
R.G.O.	POSTAGE	ABVERT	NEW C.T.
70			

DP 45737 EXAMINATION

CORRECTION	EX04 - 8.8.96	PASSED
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BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: HA Beeggs AGENT CODE

Correction to: HA Beeggs 11073 30

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

- .....
  - .....
  - .....
  - .....
  - .....
- Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

- .....
- .....
- .....
- .....
- .....

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

ITEM CITE REF.	AGENT CODE

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.

.....  
SIGNED BY *Richard Donald Fairbrother*

of 363 Montacute Road  
Athelstone SA 5076

as attorney for AGNES THOMSON  
FAIRBROTHER in the presence of :

*J. Botten*

.....  
Witness

JAMES ROBERT BOTTEN

.....  
75A ANGAS ST,

.....  
ARELATE SA

.....  
223 7877

Print Full Name

Address

Telephone number during  
normal business hours

*Agnes Thomson Fairbrother*

by her attorney

*P.D. Fairbrother*

Power of Attorney No. 7037316

9 14 47  
 DP 41447

PLANNING  
 DIVISION  
 1111 W. 10th St.  
 S.W. OKLAHOMA CITY, OKLA. 73102  
 PHONE 551-1111  
 FAX 551-1112

APPLICANT  
 NAME: ADELAIDE FULLERTON  
 ADDRESS: 1111 W. 10th St.  
 CITY: OKLAHOMA CITY, OKLA.  
 STATE: OKLA.  
 ZIP: 73102

PROJECT  
 NAME: 1375 101 N. 132 IN FP14922 B  
 LOT 608 IN DP1453  
 OF PT SECTION 232

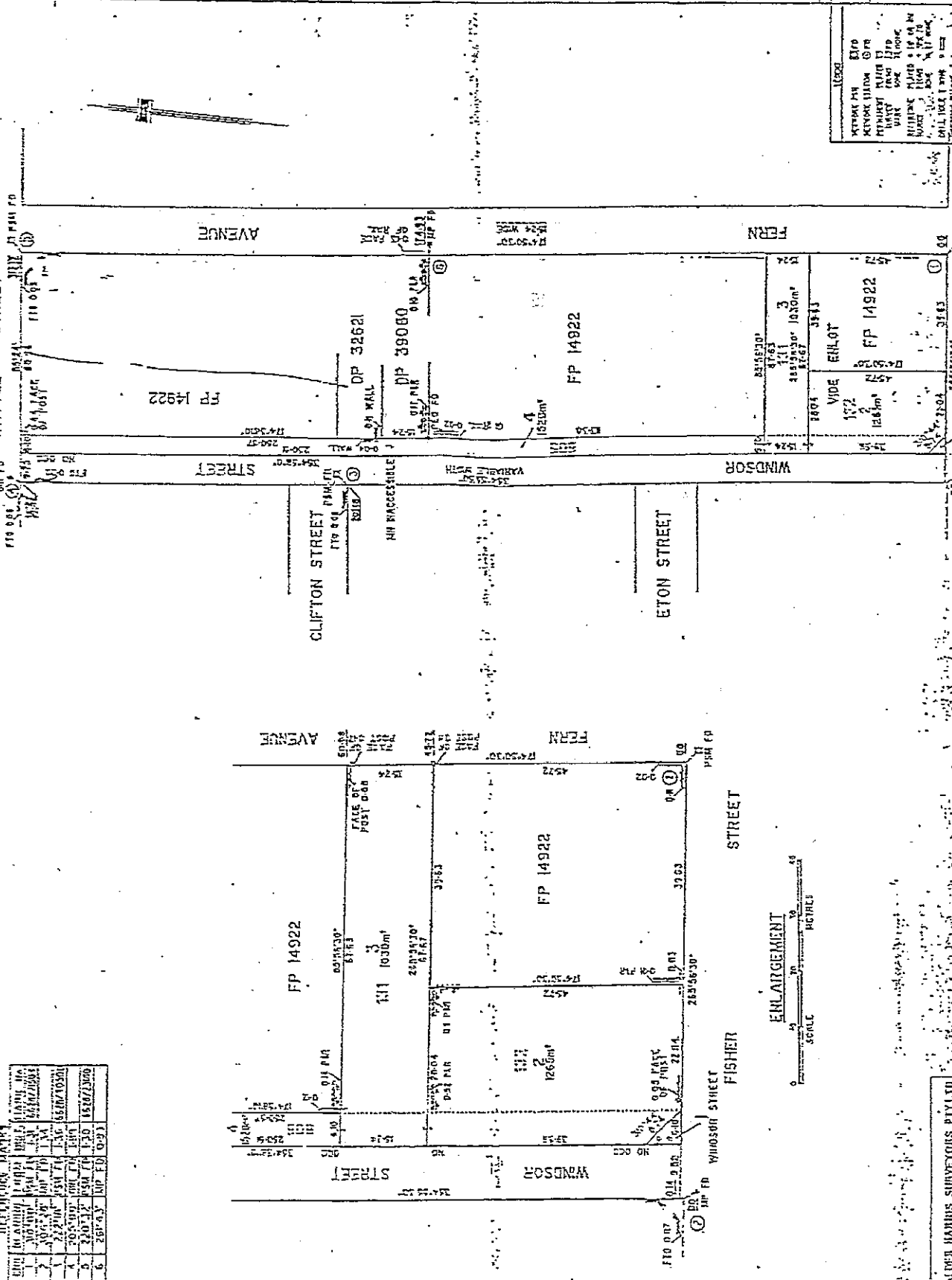
DATE: 11/14/07  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 APPROVED BY: [Signature]

RIGHTS OF WAY OVER LOT 608 TO INCLUDE IN OFFICE APPOINTMENT LOT 608 IN DP1453, NO LONGER EXIST. VIDE SEC. 906 OF RFA, 1988.

PLAN OF DIVISION

ALL RIGHTS IN THESE RIGHTS

NOTICE TO APPLICANT: This plan is subject to the provisions of the Oklahoma Planning Act, Title 10, Section 10-101, et seq. The applicant is advised that the plan is subject to the provisions of the Oklahoma Planning Act, Title 10, Section 10-101, et seq. The applicant is advised that the plan is subject to the provisions of the Oklahoma Planning Act, Title 10, Section 10-101, et seq.



REFERENCE MAPS

1.	1988	10/1/88	10/1/88	10/1/88
2.	1988	10/1/88	10/1/88	10/1/88
3.	1988	10/1/88	10/1/88	10/1/88
4.	1988	10/1/88	10/1/88	10/1/88
5.	1988	10/1/88	10/1/88	10/1/88
6.	1988	10/1/88	10/1/88	10/1/88

CALDER HANNS SURVEYORS P.L.L.C.  
 1111 W. 10th St.  
 OKLAHOMA CITY, OKLA. 73102  
 PHONE 551-1111  
 FAX 551-1112

SIGNED BY Patricia Douglas Fairbrother

of 363 Montacute Road  
Athelstone SA 5076

as attorney for **AGNES THOMSON**  
**FAIRBROTHER** in the presence of :

Agnes Thomson Fairbrother

by her attorney

Patricia Fairbrother

Power of Attorney No. 7037316

J. Moller  
.....  
Witness

JAMES ROBERT BOTTEN

Print Full name

75A ANGAS ST,

Address

ADelaide SA

223 2877

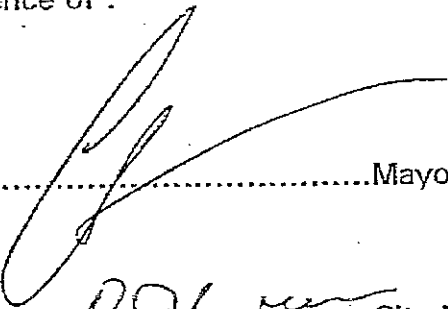
Telephone number during  
normal business hours

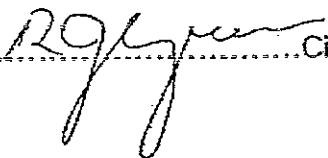
10. Additional requirements

The requirements of this Agreement are additional to the requirements of the Development Act, 1993 and any other legislation affecting the Combined Land. The signing of this Agreement does not in any way relieve the Owner from any requirement to comply with those requirements.

IN WITNESS WHEREOF the parties hereto have executed this Deed.

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

  
.....Mayor

  
.....City Manager

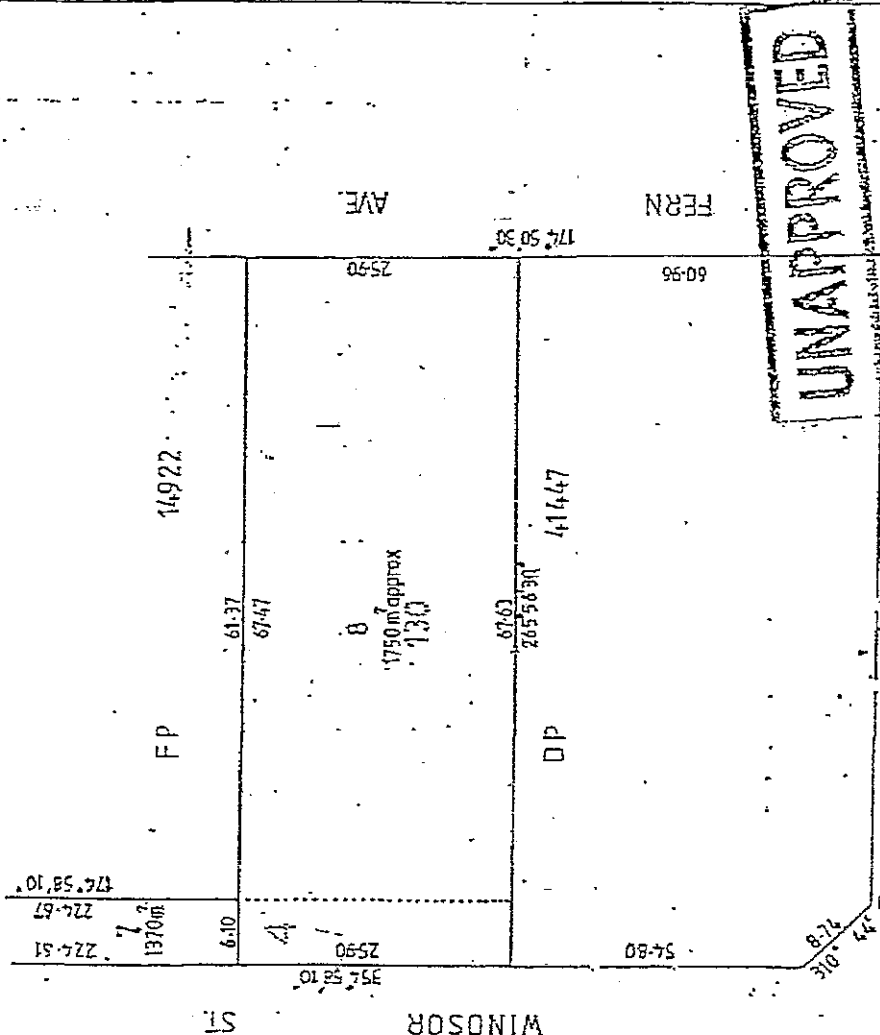
PLAN NUMBER  
 DEPOSITED  
 ACCEPTED FOR FILING : / / 19 PLO REGISTRAR'S  
 MAP B.C. 6628/49/D DEV. No.  
 TITLE SYSTEM REAL PROPERTY ACT  
 TITLE REFERENCE  
 O.P. / LAST PLAN REF. CT 4394/612 & CT 5250/366  
 BLOCK No. TOTAL AREA

FIELD BOOK No.  
 PLAN EXAMINED  
 PLAN APPROVED  
 PALS. APPLIC.  
 IRRIGATION AREA  
 IRRIGATED  
 ADELAIDE  
 TOWNSHIP / AREA  
 FULLARTON  
 COUNTY  
 CITY OF UNLEY

PLAN OF DIVISION  
 LOT 130 IN FP 14922 & LOT 4 IN DP 41447  
 OF PT SEC. 252

SCALE  
 0 50 100 150 METERS  
 STATEMENTS CONCERNING EASEMENTS ABUTTATIONS  
 AND AMENDMENTS

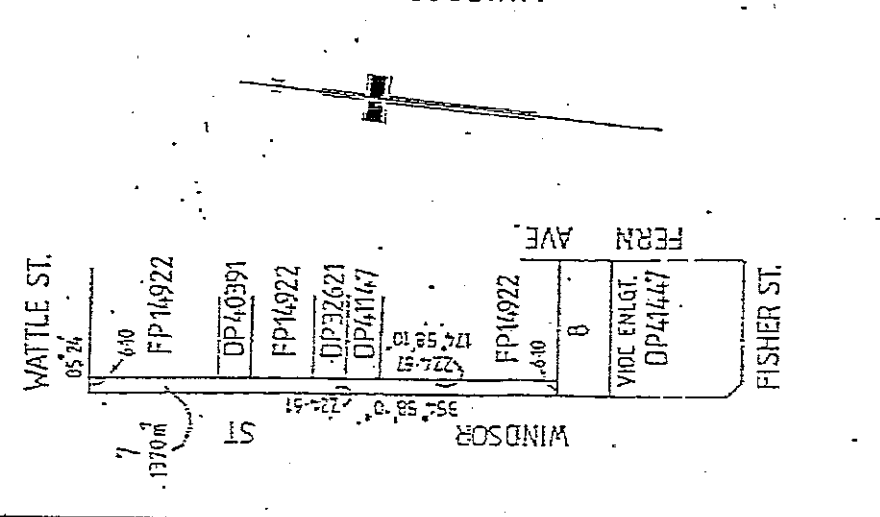
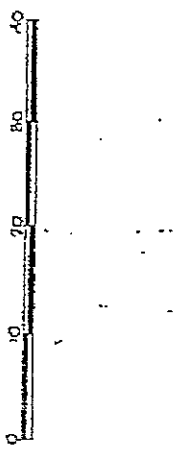
ALL DISTANCES ARE IN HUNDRED DISTANCES  
 COMBINED SCALE FACTOR  
 BEARING DATA ① 285° 56' 30" DISTANCE  
 DISTANCE FROM 612.4147 609.0181  
 (1) This plan has been made from surveys carried out by me or under my personal supervision and in accordance with the Survey Act 1932 of South Australia (1932 Act 106) (in so far as applicable)  
 (2) This plan has been made from surveys carried out by me or under my personal supervision and in accordance with the Survey Act 1932 of South Australia (1932 Act 106) (in so far as applicable)  
 (3) This plan has been made from surveys carried out by me or under my personal supervision and in accordance with the Survey Act 1932 of South Australia (1932 Act 106) (in so far as applicable)



**UNAPPROVED**

LEGEND  
 NETWORK STA [Symbol] TO  
 NETWORK STATION [Symbol] TO  
 PERMANENT PLACED [Symbol] TO  
 SURVEY TOWN [Symbol] TO  
 MARK GORE [Symbol] TO  
 REFERENCE PLACED [Symbol] TO  
 MARKS GORE [Symbol] TO  
 BRILL HOLES & WIND [Symbol] TO  
 DIRECTOR'S CHARGE [Symbol] TO  
 CALCULATED DATA [Symbol] TO

ALL DISTANCES ARE IN HUNDRED DISTANCES  
 COMBINED SCALE FACTOR  
 BEARING DATA ① 285° 56' 30" DISTANCE  
 DISTANCE FROM 612.4147 609.0181



CALDER HARRIS SURVEYORS PTY. LTD.  
 LICENSED SURVEYORS.  
 190 Road Tce Mayville 5074 PH 08 777 1177  
 49 Murray St, Burnwood 5562 PH 08 777 9000  
 FAX 08 777 9000  
 PH 08 777 1177  
 FAX 08 777 1177