

LANDS TITLES REGISTRATION OFFICE  
SOUTH AUSTRALIA  
**APPLICATION**  
FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
--------------------	--

**BELOW THIS LINE FOR OFFICE &  
STAMP DUTY PURPOSES ONLY**

SERIES NO	PREFIX
	AG

AGENT CODE

LODGED BY:

KELJ

CORRECTION TO:

KELJ

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT  
(COPIES ONLY)

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

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	

# APPLICATION TO NOTE 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

Whole of the land in Certificate of Title Register Book Volume 5843 Folio 214

## ESTATE & INTEREST

Fee Simple

## APPLICANT (Full name and address)

CITY OF UNLEY of 181 Unley Road SA 5061

## 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 *15 February 2017* ("the Agreement") between the CITY OF UNLEY and GENTAN KRECA of 23 Fern Road, Blackwood SA 5051, PJERIN DUCAJ of 24 Tacoma Boulevard, Pasadena SA 5042, P & T (SA) ENTERPRISES PTY LTD ACN 147 405 712 of 24 Tacoma Boulevard, Pasadena SA 5042 and KRECA RENOVATIONS PTY LTD ACN 128 308 252 of 23 Fern Road, Blackwood SA 5051 to note the Agreement on the certificate of title for the land described above.

DATED *15 February 2017*

## ~~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 the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.~~

Signed By:

Executed under delegated authority under section 20 of the Development Act 1993

Execution clause contained in Annexure

~~for: <Company name>~~

~~on behalf of the Applicant~~

**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 15/2/2017

**NUMBER**

over Certificate of Title Volume: 5843

Folio: 214

**LAND:** The whole of the land in CT 5843/214

**DEALING:** Application to Note Land Management Agreement between the CITY OF UNLEY and GENTAN KRECA, PJERIN DUCAJ, P & T (SA) ENTERPRISES PTY LTD ACN 147 405 712 of 24 and KRECA RENOVATIONS PTY LTD ACN 128 308 252

**APPLICANT:** City of Unley

## EXECUTION

Executed under delegated authority under section 20 of the Development Act 1993 by the CITY OF UNLEY:



Signature of Authorised Delegate

PETER TSOKAS

Name of Authorised Delegate

CHIEF EXECUTIVE OFFICER

Position of Authorised Delegate





**GENTAN KRECA** of 23 Fern Road, Blackwood SA 5051

**PJERIN DUCAJ** of 24 Tacoma Boulevard, Pasadena SA 5042

**P & T (SA) ENTERPRISES PTY LTD ACN 147 405 712** of 24 Tacoma Boulevard, Pasadena SA 5042 (together, "the Owner")

AND

**KRECA RENOVATIONS PTY LTD ACN 128 308 252** of 23 Fern Road, Blackwood SA 5051 ("the Applicant")

AND

**CITY OF UNLEY**

("the Council")

---

## LAND MANAGEMENT AGREEMENT

---

THIS AGREEMENT is made the *fifteenth* day of *February* 2017

## BETWEEN

**GENTAN KRECA** of 23 Fern Road, Blackwood SA 5051

**PJERIN DUCAJ** of 24 Tacoma Boulevard, Pasadena SA 5042

**P & T (SA) ENTERPRISES PTY LTD ACN 147 405 712** of 24 Tacoma Boulevard, Pasadena SA 5042 (together, "the Owner")

AND

**KRECA RENOVATIONS PTY LTD ACN 128 308 252** of 23 Fern Road, Blackwood SA 5051 ("the Applicant")

AND

**CITY OF UNLEY** of 181 Unley Road, Unley SA 5061 ("the Council")

## BACKGROUND

- A. The Owner is the registered proprietor in fee simple of the land in Certificate of Title Register Book Volume 5843 Folio 214 known as 23 Wattle Street, Fullarton SA 5063 ("the Land").
- B. The Land is located within the Residential B400 Zone of the Council's Development Plan (consolidated 5 May 2016). The Land is bounded by Wattle Street on its northern boundary, and Alma Road on its eastern boundary.
- C. The Land currently contains a detached dwelling and associated outbuilding. A large Lemon-scented Gum (*Corymbia citriodora*) ("the Tree") is located on the Land, adjacent to Alma Road and within 10 metres of the southern boundary of the Land. This tree is a significant tree as defined in regulation 6A of the *Development Regulations 2008* ("the Regulations").
- D. By way of Development Application No. 090/D016/16, the Applicant has applied for Development Plan consent, land division consent and development approval under the *Development Act 1993* ("the Act") to divide the Land into 4 allotments. A plan which depicts the proposed allotments and the location of the Tree and its Tree Protection Zone forms **Annexure A** to this Agreement.
- E. Due to the location of the Tree, future dwellings to be constructed and proposed allotments 12 and 13 as depicted in **Annexure A** will be located within 10 metres of the tree. Further, a future dwelling on proposed allotment 13 will encroach into the Tree Protection Zone for the Tree.
- F. The parties have entered into this Agreement as a Land Management Agreement pursuant to section 57A(1) of the Act to agree matters relating to the development,

management, preservation or conservation of the Land, on the terms and conditions which follow.

- G. Specifically, the parties agree that intent of this Agreement is to preserve the Tree and to ensure that it is retained and protected for the duration of this Agreement.

## DEFINITIONS AND INTERPRETATION

1. The parties acknowledge that the matters set out in the Background to this Agreement are true and accurate and agree that they form part of the terms of this Agreement.
2. In this Agreement:
  - 2.1 **Agreement** means this Land Management Agreement as executed by the parties.
  - 2.2 **Annexure A** is defined in Background Clause E.
  - 2.3 **Annexure B** is defined in Clause 9.1.
  - 2.4 **Applicant** means Kreca Renovations Pty Ltd of 23 Fern Road, Blackwood SA 5051.
  - 2.5 **Land** means the whole or any part of the land now comprised in Certificate of Title Register Book Volume 5843 Folio 214.
  - 2.6 **Notice** means a notice, demand, consent, approval or communication issued under this Agreement.
  - 2.7 **Owner** means, at the time of execution of this Agreement, GENTAN KRECA of 23 Fern Road, Blackwood SA 5051 PJERIN DUCAJ of 24 Tacoma Boulevard, Pasadena SA 5042 and P & T (SA) ENTERPRISES PTY LTD ACN 147 405 712 of 24 Tacoma Boulevard, Pasadena SA 5042 (together, "the Owner") and thereafter includes any person who is, or is entitled to become, the registered proprietor of an estate in fee simple of the Land, or any part of the Land, and includes a successor in title to an estate in fee simple to the Land.
  - 2.8 **Tree** is defined Background Clause C.
3. In this Agreement unless the context otherwise requires:
  - 3.1 A term, other than a term defined in the Background or in Clause 2, has the same meaning as in a provision of the Act or the *Development Regulations 2008* ("the Regulations") as in force at the date of this Agreement. A term which is defined in the Background or in Clause 2 has the meaning there defined;
  - 3.2 headings do not affect interpretation;
  - 3.3 the term "person" includes a corporate body, partnership, association, government body or other entity;
  - 3.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
  - 3.5 singular includes plural and plural includes singular;



- 3.6 where two or more persons are bound by this Agreement to observe or perform any obligation or agreement whether express or implied then they shall be bound jointly and also severally;
- 3.7 a reference to any statute or subordinate legislation includes all statutes and subordinate legislation amending, consolidating or replacing the statute or subordinate legislation referred to; and
4. The requirements of this Agreement are to be construed as additional to any requirements upon either party in relation to the Land under the Act or any other legislation.

#### **INTENT OF THIS AGREEMENT**

5. The parties agree that:
  - 5.1 the intent of this Agreement is to protect the Tree and to ensure that it remains in a healthy state on the Land for so long as this Agreement is registered on the title to the Land;
  - 5.2 once dwellings are constructed on either allotment 12 or 13 as depicted in Annexure A, the Tree may no longer be a "significant tree" as defined in Regulation 6A of the Regulations;
  - 5.3 in the absence of this Agreement, the Tree may then be lawfully damaged or removed;
  - 5.4 pursuant to this Agreement, the parties agree that this Tree will remain in place and will not be removed or damaged contrary to this Agreement.

#### **OWNER'S UNDERTAKINGS AND OBLIGATIONS**

6. The Owner is liable to the Council for any act or omission on the part of an officer, employee, contractor, agent, invitee, lessee or licensee of the Owner which, if done or not done by the Owner would constitute a breach of this Agreement.
7. Where a person ceases to be an Owner, such person ceases to be a party to this Agreement, but without prejudice to rights or obligations already accrued.
8. The Owner warrants and represents that all persons with a legal interest in the Land consent to the Owner entering into this Agreement.
9. The Owner agrees the following in relation to the Tree:
  - 9.1 that construction of dwellings on Lots 12 and 13 must take place in strict accordance with the recommendations of the Arborcare Tree and Garden Solutions report dated 22 September 2016 and which forms **Annexure B** to this Agreement;
  - 9.2 notwithstanding Clause 9.1 above, that the Tree must be protected at all times. The Tree (including its roots) must not be damaged in any way;
  - 9.3 the Tree must be retained and maintained in good health to the reasonable satisfaction of the Council at all times, regardless of whether the Tree remains a "significant tree" as defined in Schedule 6A of the Regulations;

- 9.4 the Tree must not be damaged or removed without the prior written approval of the Council.

## **COUNCIL'S POWERS AND OBLIGATIONS**

10. The Council, including any employee or agent of the Council authorised by the Council, may at any reasonable time enter the Land for the purpose of:
- 10.1 inspecting the Land and any building or structure on the Land; or
- 10.2 exercising any other powers of the Council under this Agreement, or pursuant to any other law.
11. If the Owner is in breach of this Agreement, the Council may, by Notice served on the Owner specifying the nature of the breach, require the Owner to remedy the breach within such time as is specified in the Notice. If the Owner fails to comply with the Notice, the Council (or its servants or agents) may enter the Land and cause the works or requirements specified in the Notice to be carried out and may recover its costs of doing so against the Owner.
12. Without providing a Notice to the Owner, the Council may apply to the Registrar-General to note this Agreement against the Certificate of Title of the Land.
13. In the event of a breach or threatened breach of the Agreement by the Owner, the Council may (without limiting any other remedy available to the Council, including under Part 11 of the Act), obtain an injunction restraining the Owner from committing a breach of the Agreement without proving any actual damage has or will be sustained by the Council. The parties agree that a breach of this Agreement by the Owner may cause injury for which damages may not be an adequate remedy to the Council.

## **OPERATION AND APPLICATION OF THE AGREEMENT**

14. Upon execution, this Agreement is effective as a deed.
15. The parties intend that this Agreement will be effective as a Land Management Agreement pursuant to section 57A(1) of the Act upon being registered under the *Real Property Act 1886* as a note against the instrument of title to the Land.
16. This Agreement is the whole agreement between the parties in relation to the matters contained within it. This Agreement may only be varied by a supplementary agreement executed by the Council and the Owner.

## **NOTING OF THIS AGREEMENT**

17. 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(14) of the Act.

## **WAIVER**

18. The Council may, conditionally or unconditionally, waive compliance by the Owner with the whole or any part of the Owner's past or future obligations under this Agreement.
19. To be effective, a waiver must be in writing and signed by the Council.
20. 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.
21. 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.

## **SEVERANCE**

22. Where a clause or part of a clause in this Agreement would, but for this clause, be unenforceable:
  - 22.1 the clause or part of the clause shall be read down to the extent necessary to avoid that result; or
  - 22.2 where the clause or part of the clause cannot be read down, it may be severed from this Agreement and the remainder of the clause or of the Agreement shall continue in force, unless this would result in a material change to the intended effect of the Agreement.

## **GOVERNING LAW**

23. This Agreement is governed by the law in South Australia.

## **NOTICES**

24. A Notice must be in writing, be signed by the party issuing the Notice, and be hand delivered or sent by pre-paid post to the recipient's address as stated in this Agreement, or as last notified.
25. A Notice is deemed to be received:
  - 25.1 if hand delivered, on delivery; and
  - 25.2 if sent by pre-paid post, two business days after posting.
26. If two or more people comprise a party, providing a Notice to one is effective as notice to all.

## **ABOUT THE COUNCIL**

27. The Council may delegate any of its powers under this Deed or pursuant to law.
28. The Council enters into this Deed as a council acting under section 57A(1) of the Act and not in any other capacity. This Deed does not preclude or pre-empt the exercise by the Council of any other regulatory function of power.



**Executed by GENTAN KRECA**

:



Name: Gentan Kreca

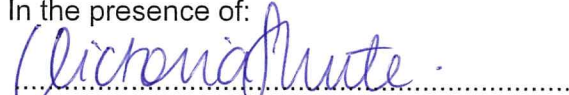
**Executed by PJERIN DUCAJ**

:

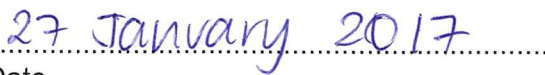


Name: Pjerin Ducaj


In the presence of:


  
Witness Signature

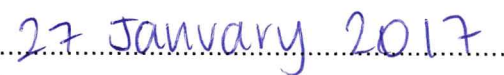
  
Witness Name:

  
Date


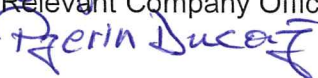
In the presence of:

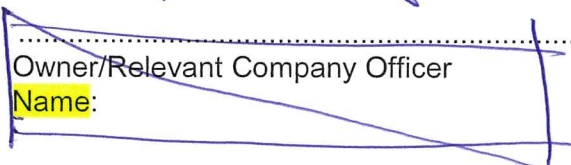
  
Witness Signature

  
Witness Name:

  
Date

**Executed by P & T (SA) ENTERPRISES PTY LTD ACN 147 405 712** in accordance with Section 127 of the *Corporations Act 2001* (Cth):

  
Owner/Relevant Company Officer  
Name: 

  
Owner/Relevant Company Officer  
Name:

**Executed by KRECA RENOVATIONS PTY LTD ACN 128 308 252** in accordance with Section 127 of the *Corporations Act 2001* (Cth):

  
Owner/Relevant Company Officer  
Name:

  
Owner/Relevant Company Officer  
Name:

**Executed under delegated authority** by Peter Tsokas, Chief Executive Officer of City of Unley:



Chief Executive Officer  
Peter Tsokas

## ANNEXURE A





**Tree Report 3064**

Site Inspections: 14<sup>th</sup> September 2016

Tree Report: 22<sup>nd</sup> September 2016

**Development Application:** D/A 090/521/2016/DIV into 4 Allotments from 1 existing for Krecia Renovations.

Mr. David Bulluss

**Domain Building Group**

PO Box 295 Belair 5052

MOB 0412 821285

Office 8370 3766

Fax 8370 3766

E: [David.B@domainbuildinggroup.com.au](mailto:David.B@domainbuildinggroup.com.au)

Dear David,

**Re: Proposed subdivision for Krecia Renovations to build four (4) dwellings on the proposed subdivision and building allotment identified as 25 Wattle Street, Fullarton South Australia. The dwellings in lots 12 and 13 will be near a "Significant tree" which will require a tree protection zone. (See site plan).**

**Observations and Investigations**

1. Subsequent to your request I was asked to evaluate the *Corymbia citriodora* (Lemon Scented gum) and the proposed development of the site and determine the tree protection zones (TPZ)<sup>7</sup> of the tree near the dwelling on Lot 13 and driveways to be built and any subsequent impact if any upon the tree (**See Images 1 and 2**);
2. The trees general health, condition and structure of the tree to be assessed.
3. Whether the proposed dwelling and driveways will have an impact on the tree.
4. Encroachments within the (TPZ)<sup>7</sup> using suitable engineering techniques:-
  - Raised levels to avoid 1:100 year flood; raising the FFL by approximately 300-400mm above the existing shed/garage floor.
  - Minimal digging within the allotment less than 200-300mm into the natural soil (Already compacted with impervious surfaces of asphalt, old red bricks and concrete).
  - Minimal digging and slab design for the new footing sitting on the surfaces of the existing compacted rubble and soil type. If required use Non-invasive digging methods and or arborist on site to supervise works near tree.
5. The soil has been classified as RB3-RB5 Red Brown to Brown Clay Heavy to Blocky clay soils with variable lime. (**Bulletin 46** *Geology survey of South Australia* 1974).
6. The tree is between the eastern boundary fence 2.6 metres and the existing garaging at 3.5 metres with impervious surfaces used for the shed floor and an asphalt driveway to the north and west of the tree and receives water run-off from these surfaces; a large section of the tree is in a well mulched garden bed with no other major tree competition; the age of the tree is approximately 45-50 years on a well-drained site (I witnessed heavy rain soaked away on the 14/9/16).

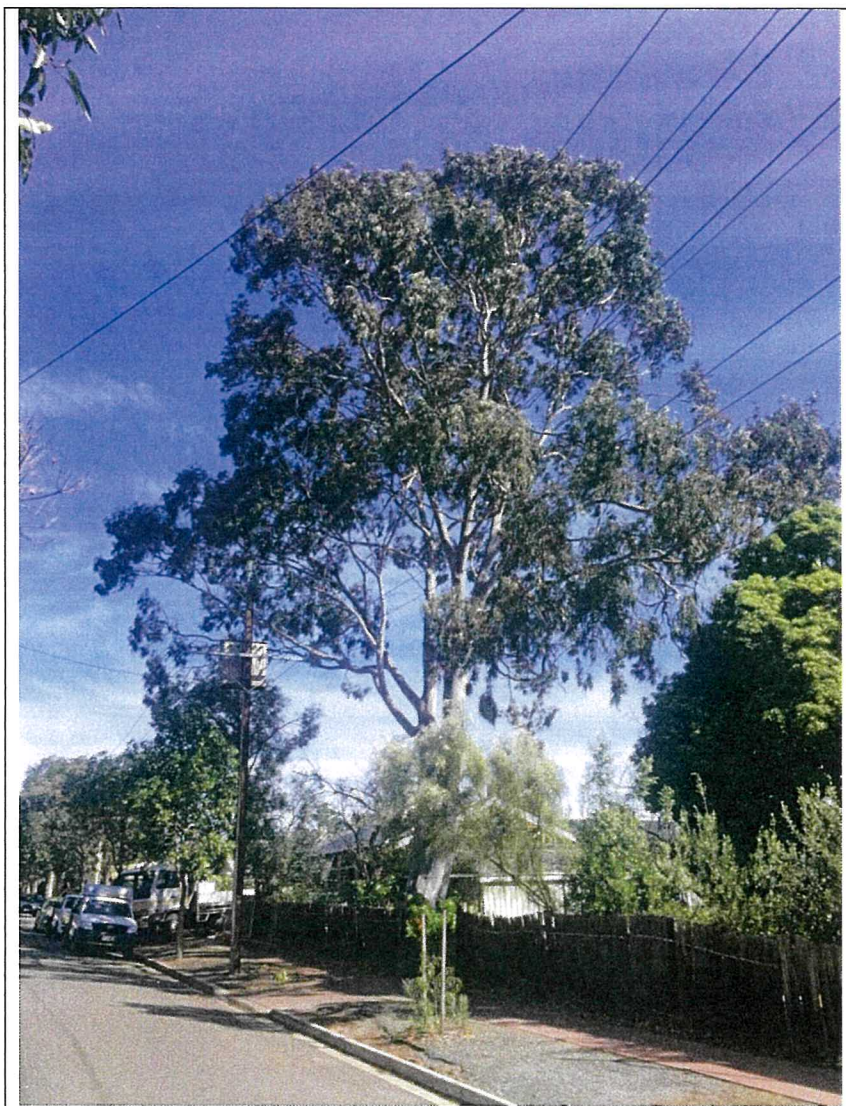
7. The proposed development will be on a similar footprint near the tree (only larger and will be developed further away from the tree) and will not impact upon the tree.

8. Therefore; the semi mature *Corymbia citriodora* (Lemon Scented gum) is in good condition 'Tolerance to Development'<sup>5</sup> is excellent; so long as root disturbance is minimised and or / best avoided.

The tree was inspected on the 14<sup>th</sup> September 2016 from the ground this report has made observations and recommendations with limited tools and in good faith by the reliable method of VTA (visual tree assessment) developed to an international standard.

The trees were not climbed to seek out any unforeseeable anomalies. Sophisticated equipment such as ground penetrating radar and sonic tomography was not employed to obtain visual information of the timber quality within the trunk or the status of the root plate beneath the ground.

I assessed the health and structure of the trees and looked for evidence of \*biotic disease and abiotic disease/distress. It must be noted that trees are dynamic living organisms and can do the unexpected. Tree health and structure often changes with time and therefore the observations and recommendations made by this report are related to what was reasonably foreseeable at the time of inspection and the advice given does **not** constitute a guarantee of any kind as to the future safety, health or performance of the trees.



**Image 1:** The *Corymbia citriodora* (Lemon Scented gum) near the eastern boundary 16/9/16.



## Executive Summary

The proposed development will be on a similar footprint near the tree (only larger and will be developed further away from the tree) and I believe will not impact upon the tree.

- ❖ The structural root zone (SRZ)<sup>6</sup> of the tree of 3.75 metres;
- ❖ Circumference at 1 metre = 3.030 metres;
- ❖ Diametre at Breast Height (DBH) = 1012mm
- ❖ DBH x 12 (AS 4970-2009) 1012 x 12 = 12.144 metres (**centre of tree**).
- ❖ The tree protection zone (TPZ) = 12.144 metres from the centre of the trunk.
- ❖ Total tree protection Zone = 463.37m<sup>2</sup>
- ❖ TPZ Variation- DBH x 9 = 9.108 metres (**centre of tree**). **Please Note:** Existing infrastructure already exists within the tree protection zone at 4 metres from the centre of the tree for the last 60 years + with no adverse effects on the tree.
- ❖ TPZ Variation (Factor of 9). The total tree protection Zone = 260.64m<sup>2</sup>
- ❖ However; sections of the built environment are well within the tree protection zone (TPZ) by a factor of 5 or less). The total tree protection Zone = 80.44m<sup>2</sup> on the western side of the tree at 3.5 metres with no adverse effect on the tree and or the built environment.
- ❖ On the day of inspection 14/9/16 unseasonal flooding occurred off the built environs and pervious surfaces into the soil with no ponding of water (I witnessed heavy rain soaked away into the soil on the 14/9/16).
- ❖ Watering of the tree will be imperative to maintaining the health and vigor of the tree.

I am of the opinion the **past** existing structures and the infrastructure have not had a bad influence on the tree as both have survived and sustained each other's influence for the past approximately 45-50 years on a well-drained site with water running off into the low sections of the garden/landscape.

**Lot 12:** The existing asphalted driveway and compacted road base from 3.5 to 15.84 metres from the eastern boundary can be utilized as the best option to gain access across the root zone (North of the tree) without causing any further impact upon the tree. (**See image 2**).

**Lot 13:** The proposed dwelling with a concrete floor will cover a similar footprint of the existing garage closest to the tree; except extend out and further away from the tree. The proposed driveway will be on the southern side of the tree approximately 1 metre off the boundary and be 3.5 metres wide. (**See image 2**).

The proposed dwelling will be built up as per the City of Unley Development Plan to allow for 1:100 year flood; approximately 300-400 mm higher above the natural soil level (**See Appendix 2 Engineers Plan**).

Therefore the proposed footings have been designed to allow for minimal disturbance to the trees root system if any within the site (**See image 3-** existing site with asphalt). Allowing for exclusion zones in accordance with AS4970–2009 “*Protection of Trees on Development sites*” and as identified within the **City of Unley Development Plan consolidated – 5<sup>th</sup> May 2016**.

There already exists an eastern side fence; east of the tree that can be utilized as part of the protective fencing; other portable fencing can be erected on the southern, western and northern side of the tree to protect against further encroachments into the tree protection zone (TPZ); (**See Image 6**); protecting the structural root zone (SRZ)<sup>6</sup> and the majority of the permeable soil with a tpz fence between the tree and existing infrastructure and the proposed development.

All points stated below listed under Tree Protection Zone Management (**TPZM 1**) and (**TPZM 2**) should be conditioned as part of the approval process (**See Appendix 1 (TPZM 1) and (TPZM 2) and Appendix 2**).

**The Proposal:** See section of the site plans supplied (**Appendix 3: Engineering Plan**)

The removal of the existing shed and garage to allow for site preparation to commence building. However; I would suggest that any hard surface (existing driveway and garaging floor should remain as access across the tree protection zone; this will reduce **any impact upon the tree**.

If this is not an option the use of Geofabrics and Eco-cell must be used over the egress points across the tree protection zone to minimise and avoid damage, compaction to the root plate within the tree protection zone. The use of 20mm gravel within the cells with no fines is desirable to achieve porosity and aeration of the soil. (**See Appendix 4**)

On completion of the development the porous paving can be laid allowing air and water to permeate through the pavers; allowing for tree growth and development. (**See Appendix 4**)

### Conclusions:

All other vegetation near the Lemon Scented gum tree can be removed by hand rather than by mechanic means. Mulch from other non-regulated trees and dead trees on site can be used around the tree protection zone (TPZ) to protect the tree roots from any compaction of the root plate.

Under section 3.3 of AS4970-2009 it is recommended that major encroachment (excavation & trenching) avoids the TPZ if possible and or is restricted to less than 10% of the TPZ and encroachment should not extend into the SRZ.

The tree has a calculated TPZ of 12.144 metres and a SRZ of 3.75 metres from the centre of the trunk. The site plan indicates that the nearest section on the indicative house footings are located approximately 5.5 m from the centre of the tree; with a pier system for the porch footing at 4.8 metres (to be designed). Excavations for footings within the TPZ would normally represent a major encroachment. This can be minimised by non-invasive hand digging, hydro-vac to air spade within the existing surfaces.

(1) However the area has previously been excavated on two sides of the tree to establish a driveway and shedding without damaging tree roots or adversely affecting the health of the tree (from my observations). Consequently it is unlikely that tree roots will be located in this area identified for footings on the indicative house plans.

When a building development application is put to council it is recommended that a \*non-invasive root investigation be conducted in the area of encroachment as part of the building development approval process.

(2) The removal of the existing concrete surface and asphalt by approximately 50-100mm is unlikely to expose or damage tree roots if done carefully.

(3) The construction of the Porch is a pier and beam and or a raft slab allowing for future tree growth (Engineer to design and allow for tree effects) with no to minimal excavation on the western side of the proposed dwelling closest to the tree.

Allowing for the new dwelling design of the proposed dwelling that will be built up as per the City of Unley Development Plan to allow for 1:100 year flood; approximately 300-400mm higher above the natural soil level and existing pavements (**See Appendix 2 Engineers Plan**).

(4) The permeable surface area within the trees root zone which is heavily mulched has not been reduced consequently the proposal will not adversely affect the trees ability to absorb water.

The proposal as described is unlikely to adversely affect the health or condition of the tree. Therefore the proposal as described complies with *the the **City of Unley Development Plan consolidated – 5<sup>th</sup> May 2016***; will not cause or result in any tree damaging activity to the trees identified in proximity to the proposed retaining wall and footings for the proposed development.



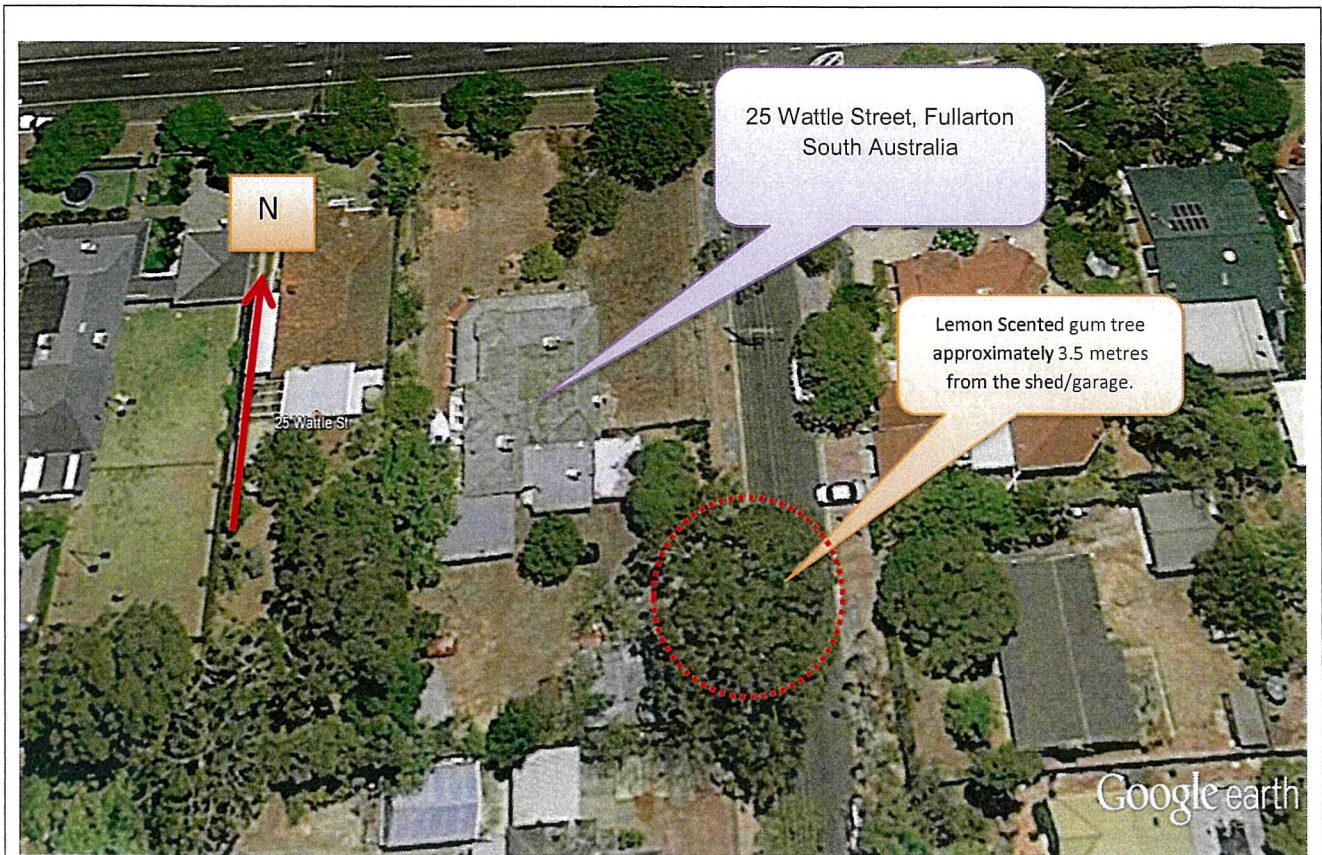


**Image 2:** The area where the existing shedding and garaging will be removed to a depth approximately 50-100mm depending on the concrete, pavers and or asphalt without damaging tree roots or adversely affecting the health of the tree. Consequently it is unlikely that tree roots will be located in the area identified for footings as depicted on the indicative dwelling plans.



**Image 3:** The existing shedding within 3 metres of the tree with concrete floors on a soil classified as a The soil has been classified as RB3-RB5 Red Brown to Brown Clay Heavy to Blocky clay soils with variable lime. (Bulletin 46 *Geology survey of South Australia* 1974).



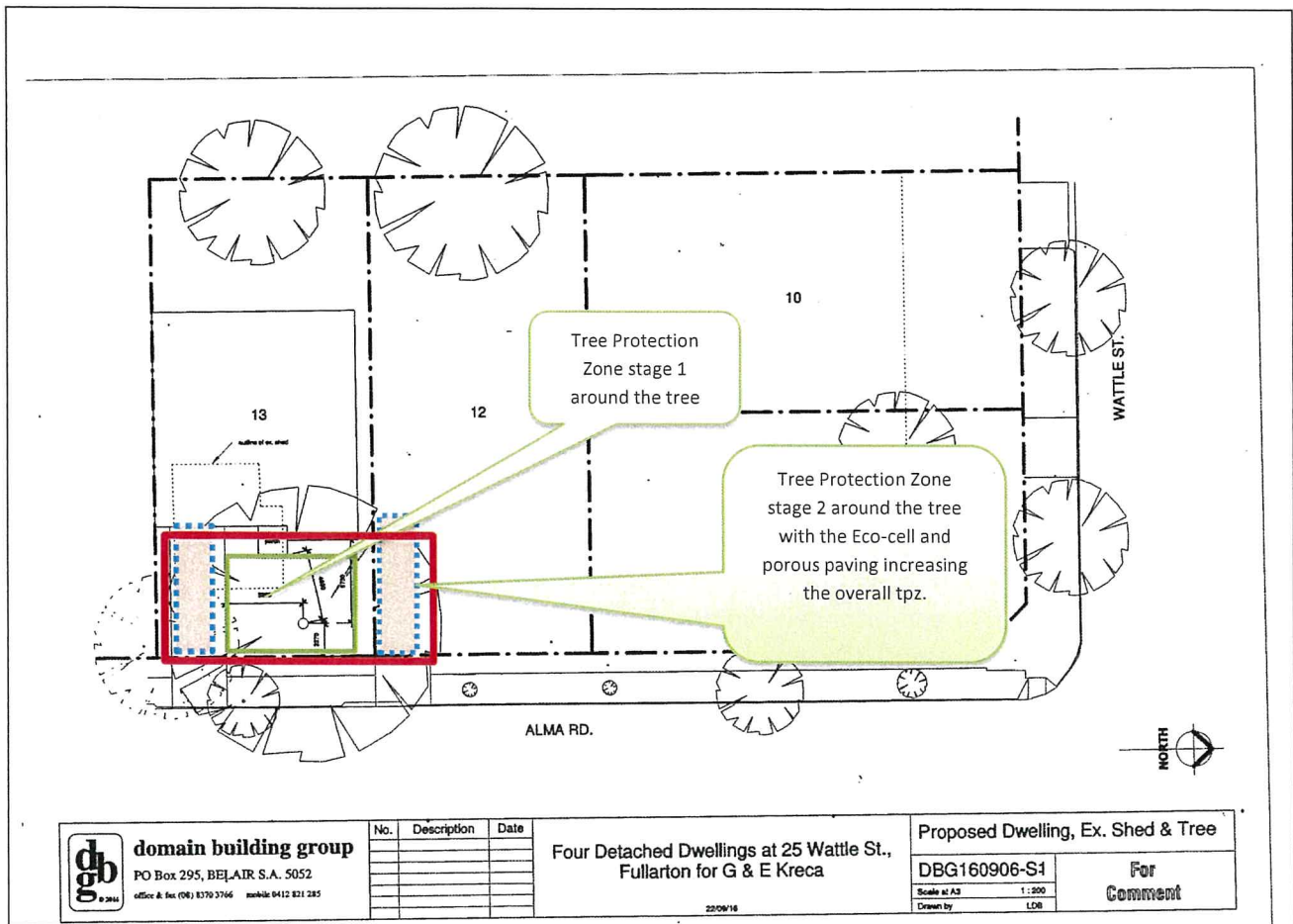


**Image 4:** The Location of the Lemon Scented gum at 25 Wattle Street, Fullarton South Australia. The proposed development to be designed to have no impact upon the tree; protecting the tree during development with a tree protection zone (TPZ) between the proposed development and the tree.

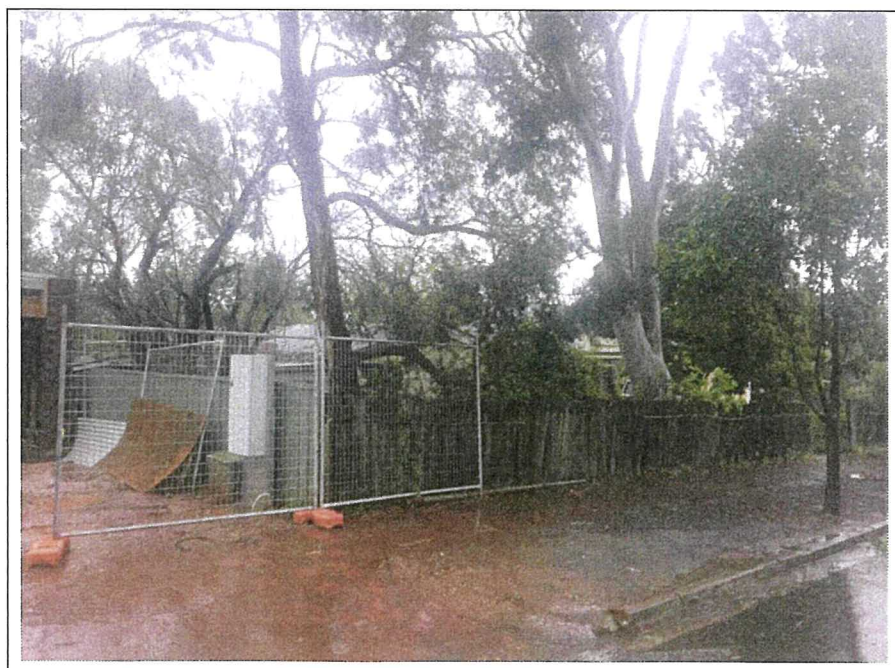


**Image 5:** Looking up into the canopy of the Lemon Scented gum at 25 Wattle Street, Fullarton South Australia on 14/9/16.





**Image 6:** The Location of the Lemon Scented gum near the proposed development and access into both drive ways Lot 12 and Lot 13.



**Image 7:** All dead and non-regulated trees will be removed as part of development in Lots 12 and Lot 13. This is where the proposed driveway will be for Lot 13. **Note:** the neighbouring portable fencing that must be used to protect the Lemon Scented gum during development.

## Tree Information

	<b>Tree 1</b>
<b>Tree Location</b>	The tree is growing near the eastern boundary at 25 Wattle Street, Fullarton South Australia.
<b>Past Development</b>	The area where the existing shed and garaging are located within 3 metres of the tree and has previously been excavated to a depth approximately 100mm and surfaced with concrete. Sections of the Northern canopy overhang the subject land by approximately 3m.
<b>Tree Species</b>	<i>Lemon Scented Gum</i>
<b>Botanical Name</b>	<b><i>Corymbia citriodora</i></b>
<b>Circumference</b>	<b>3030mm</b> Therefore the tree meets the legislative threshold of a Significant tree. I estimate the tree to be approximately 45-50 years in a well-drained site old, 18 metres in height with a relatively even canopy spread of approximately 8m n/w, 7m s/w, & 8m s/e.
<b>Diameter at Breast height (DBH)</b>	<b>1012 millimetres</b>
<b>Tree Protection Zone</b>	DBH x 12 (AS 4970-2009) = <b>12.144 m</b>  <b>Please Note:</b> Approximately 70 percent of the trees root system is located within permeable soil. Internal bitumen road on the northern side of the tree. Garaging to the west and the footpath and road east.
<b>Amended Tree protection Zone by 10%</b>	TPZ Variation- <b>DBH x 9 = 9.108 metres</b>
<b>Form:</b>	The single trunk is clear of branches to approximately 3 metres; forking into two secondary trunks both leaning in opposing directions. A symmetrical canopy with good form and structure. The canopy is well formed; evenly spaced second and third ordered branches. The majority of branches exhibited good taper and were generally not over extended or end weighted or excessively bias.  The crown exhibits good seasonal growth and vigour with a minor degree of small dead wood within. There is evidence of minor branch failure within the canopy.
<b>Health:</b>	At the time of the inspection there was no evidence of biotic disease or abiotic agents affecting the health of the tree. The crown exhibits good seasonal growth and vigour with a minor degree of small dead wood within. It is possible that the tree could continue to live for another 50+ years under the current site & environmental conditions.
<b>Structure</b>	At the time of inspection all major stems and stem unions appeared sound. There was no evidence of significant past or recent branch failures.
<b>Development</b>	The construction of the footing to be confirmed either a pier and beam and a raft slab allowing for future tree growth (Engineer to design suitable footings for Tree Effects). When a building development application is put to council it is recommended that a *non-invasive root investigation be conducted in the area of encroachment as part of the building development approval process. This will increase the tree protection zone (TPZ) between the proposed development and the tree.



## Statutory or Legal status

**Division 2 Section 23.4(a) of the Development Act 1993** On 17 November 2011, the Development Act, Development Regulations and Development Plan in relation to significant trees were amended with the passing of the *Development (Regulated Trees) Amendment Act 2009* and the *Development (Regulated Trees) Variation Regulations 2011*. The *Regulated Trees Development Plan Amendment - 'The Regulated Trees DPA'* was subsequently legislated within a zone where the Development Act applies.

**PDC** Development should be undertaken so that it has a minimum adverse effect on the health of a significant tree. ***In my opinion development will not cause or result in any tree damaging activity as identified and in consultation with the City of Unley Development Plan consolidated – 5<sup>th</sup> May 2016.***

Implementing a tree protection zone (TPZ) identified as stage 1 that surrounds the tree with a portable fence on the western side of the tree approximately 11.5 metres long and 6.25 metres wide taking into account the Tree Protection Zone Management Plan. **See Appendix 1 (TPZM 1 and 2).**

**PDC** Development involving ground work activities such as excavation, filling, and sealing of surrounding surfaces (whether such work takes place on the site of a significant tree or otherwise) should only be undertaken where the aesthetic appearance, health and integrity of a significant tree, including its root system, will not be adversely affected. Previous excavation of the site shows no major tree roots within the proposed development. ***In my opinion development will not cause or result in any tree damaging activity.***

**PDC** Land should not be divided or developed where the division or development would be likely to result in a substantial tree-damaging activity occurring to a significant tree. ***In my opinion development will not cause or result in any tree damaging activity*** if the engineers designs and allows for soil type, tree effects with minimal digging if any on the eastern side of the dwelling taking into account Tree Protection Zone Management (TPZM 1 and 2):

Any tree retained within the metropolitan area should be inspected and assessed by a qualified arborist at least every two (2) years to ensure the health and structure of the tree and determine appropriate tree management options if required to maintain the integrity of the tree.

Please contact me if you require more information on 0430 432 007.

Yours sincerely,

**David M. G. Mably**

David M. G. Mably

**ISA Certified Arborist AU- 0285A**

Ad Dip Hort (Arb) Aust.

Associate Diploma in App. Sci. (Park Management) Aust.

Cert Tree Surgery U.K.

### BIBLIOGRAPHY:

- |  |  |
|--|--|
| Martin Ely   | <b>School of Architecture, Landscape Architecture and Urban Design<br/>Green Infrastructure</b>  |
| Brian Shackel,<br>Simon Beecham,<br>David Pezzaniti,<br>Baden Myers, | <i>University of New South Wales, Australia</i><br><i>University of South Australia, Australia</i><br><i>University of South Australia, Australia</i><br><i>University of South Australia, Australia</i> |
|  | <b>Design of Permeable pavements for Australian conditions Adelaide 2008</b>   |
| Lonsdale, D (2001)   | <b>"Principles of Tree Hazard Assessment and Management"</b><br>The Stationary Office, London.   |
| Mattheck, C<br>Breloer, H (2003)                                     | <b>"The Body Language of Trees"</b><br>the Stationary Office, London.  |
| Shigo AL (1986)  | <b>"A New Tree Biology"</b><br>Shigo and Tree Associates, Durham, New Hampshire  |
| Strouts, RG<br>Winter,   | <b>"Diagnosis of Ill-Health in Trees" 2<sup>nd</sup> Edition</b><br>TG (2000) TSO, Norwich.  |

## Endnotes

*1. Part 2 Amendment of Development Act 1993 4 Amendment of Section 4.* Sub regulations (1) and (2) The Act controls ‘tree damaging activities’ in relation to a regulated tree and or ‘significant tree’ by defining it to be ‘Development’. Trunk circumference of 2.0 metres or more; are measured 1.0 metre above natural ground level within the metropolitan Adelaide and townships in the Adelaide Hills qualify as ‘Regulated trees’. Trees with a trunk circumference of 3.0 metres or more, measured 1.0 metre above natural ground level within the metropolitan Adelaide and townships in the Adelaide Hills qualify as ‘significant trees’. Trees with multiple trunks and have an average stem size of 625mm >.

Part 2 Variations of Development Regulations 2008 4 Sub regulations (1) and (2) do not apply Regulated and Significant trees (8) 'Tree damaging activities' in section 4(1) of the Act, pruning-

- (a) That does not remove more than 30% of the crown of the tree; and  
(b) *that is required to remove-*  
(i) dead or diseased wood;  
(ii) branches that pose a material risk to a building; or  
(ii) branches to a tree that is located in an area frequently used by people and the branches pose a material risk to such people, is excluded from the ambit of that definition. Breaches of the act can incur a fine up to \$60,000.00.

2. The Australian Standard: AS4373 – 2007 '*Pruning of Amenity Trees*' provides a minimum pruning standard based on the widely accepted theories of compartmentalisation of decay/dysfunction in trees (CODIT) that must be applied for all tree's. Pruning should only be carried out by trained and experienced Arboricultural technicians under the supervision of an AQF level 4 or higher qualified Arborist.

3. The minimum Arboricultural qualification required to enable effective decision making with regard to tree health, stability and safety issues is AQF (Australian Qualification Framework) Level 3. As with all professions, a level of experience proportionate with the task being undertaken is essential, regardless of qualifications.

4. Planting of trees should be avoided near the foundations of the house or neighbouring house on reactive sites as they can cause damage due to the drying out of the clay at substantial distances. To reduce, but not eliminate the possibility of damage, tree planting should be restricted to a distance from the house of:

1. 1.5 x mature height for class E (extremely reactive) sites.
2. 1 x mature heights for class H (highly reactive) sites.
3. 0.75 x mature height for class M (moderately reactive) sites.

AS2870-1996 Residential slabs and footings – Construction p53



5. Root protection zone (RPZ) A specified area below ground and at a given distance from the trunk set aside for the protection of tree roots to provide for the viability and stability of a tree to be retained where it is potentially subject to damage by development. **NOTE:** Establishment of these areas may include root investigation and mapping, root pruning and installation of root barriers or other protection measures at the edge of the RPZ to prevent conflict between roots and works.

6. Structural root zone (SRZ) The area around the base of a tree required for the tree's stability in the ground. The woody root growth and soil cohesion in this area are necessary to hold the tree upright, so the entire profile (depth) of the root zone is included in the structural root zone. The SRZ is nominally circular with the trunk at its centre and is expressed by its radius in metres. This zone considers a tree's structural stability only, not the root zone required for a tree's vigour and long-term viability, which will usually be a much larger area.

7. Tree protection zone (TPZ) The combined area of the root protection zone (RPZ) and crown protection zone (CPZ) as an area set aside for the protection of a tree.

8. Vigour is the ability of a tree to sustain its life processes, as used in the Standard for calculating the minimum RPZ. **NOTE:** The term 'vigour' in this document is synonymous with commonly used terms such as 'health' and 'vitality'.

9. Included Bark Crotches are potential structural weaknesses that occur in trees between the main stem and a branch or between leaders of equal size (co dominant stems). Bark between the stems turns downwards and prevents the interlocking of wood fibres rather than upwards (as in structurally sound crotches) to form a branch bark ridge. This defect is under genetic control and may be repeated throughout the tree, or occur in only one crotch. The position of an included bark crotch may be more serious than those higher in a tree. Depending upon the severity of the defect, the trees age and the species involved, it may be possible to prune the affected portion and or install protective cables in trees with bark inclusions in order to reduce the risk of failure. Bark inclusions that do not display signs of structural instability and or are in trees at sheltered locations are unlikely to present an unacceptable level of risk and may not warrant Arboricultural intervention.

9.1. The bark on the inner side of the branch union, or is within a concave crotch that is unable to be lost from the tree and accumulates or is trapped by acutely divergent branches forming a compression fork.

9.2. Growth of bark at the interface of two or more branches on the inner side of the branch union collar and the collars roll past one another without forming a graft where no one collar is able to subsume the other. Risk of failure is worsened in some taxa where branching is acutely or acutely convergent and ascending or erect.

10. Sudden Limb Failure (SLF) is a common problem for many species of trees including exotic trees. It almost always affects limbs held in a horizontal or near horizontal plane, though more upright limbs have also failed due to SLF. Predisposing factors include a low angle of attachment, reduced limb taper, relative branch exposure, limb over-extension and in particular, a concentration of weight towards the end of the limb. Defects do not have to be present, though when wounds or decay are present they exacerbate the risk of SLF. The mechanisms involved in SLF are complex and relate to the production of Phenols and Turpenes produced as part of the CODIT process (Compartmentalization of Decay in Trees) in Wall 4 by the trees internal chemical protection system. Trigger factors include prior strong winds and usually, though not always, the likelihood of failure is influenced by increased in temperature and moisture stress. SLF remains one of the highest risk elements in tree management and is certainly the least well understood. Expert advice and careful crown management can significantly reduce the risk of SLF where tree structure is suitable for well-targeted pruning.

11. The Landscape Below Ground 11 proceedings of an international Workshop on tree Root Development in Urban Soils. Dr Dan Neely Dr Gary W. Watson

12. It is commonly thought that a healthy tree tolerates the removal of up to one third of its root as noted by Harris 1992 and Helliwell 1985 as cited in Matheny and Clark 1998 Trees and Development A Technical Guide to Preservation of Trees During land Development (International Society of Arboriculture, Indiana) p72. It is also stated that healthy trees are more tolerant to root disturbance while trees with low vigour are less tolerant.

13. Trees and Development A Technical Guide to preservation of Trees During Land Development Nelda Matheny and James R Clark Pages 84 and 85.

## Disclaimer and Limitations

This report only covers identifiable defects and issues present at the time of inspection. The author accepts no responsibility or can be held liable for any structural defects or unforeseen event/weather conditions that may occur after the time of the inspection and assessment, unless clearly specified within timescales detailed within the report.

The author cannot guarantee trees contained within the report will be structurally sound under all circumstances and cannot guarantee that the recommendations made will categorically result in the tree being made safe.

Unless specifically mentioned, this report will only be concerned with issues above ground, and are undertaken visually. It is suggested that trees are living entities and as such are subject to forces and influences out of the control of the author. The recommendations are made on the basis of what can be reasonably identified at the time of the inspection; therefore the author accepts no liability for any recommendations made.

Care has been taken to provide information that is based on sound arboriculture practices and standards. The author accepts no liability for actions undertaken by third parties in undertaking any of the arboriculture work as recommended. All data has been verified and based on sound arboriculture standards, however the author cannot guarantee nor is responsible for the accuracy of information supplied by third parties.

Achievement of objectives set out in such reports will depend among other things on the actions of the client, contractor(s), council, environment and the tree(s), over which the consultant has no control before, during and after the audit has been conducted.

**Note:** This report is valid for three months from the report date.

## **Appendix 1: Tree Protection Zone Management (TPZM) 1: Issues in relation to the tree that should be highlighted to those on site:**

During the construction phase the activities of the various people working the sites should be managed.

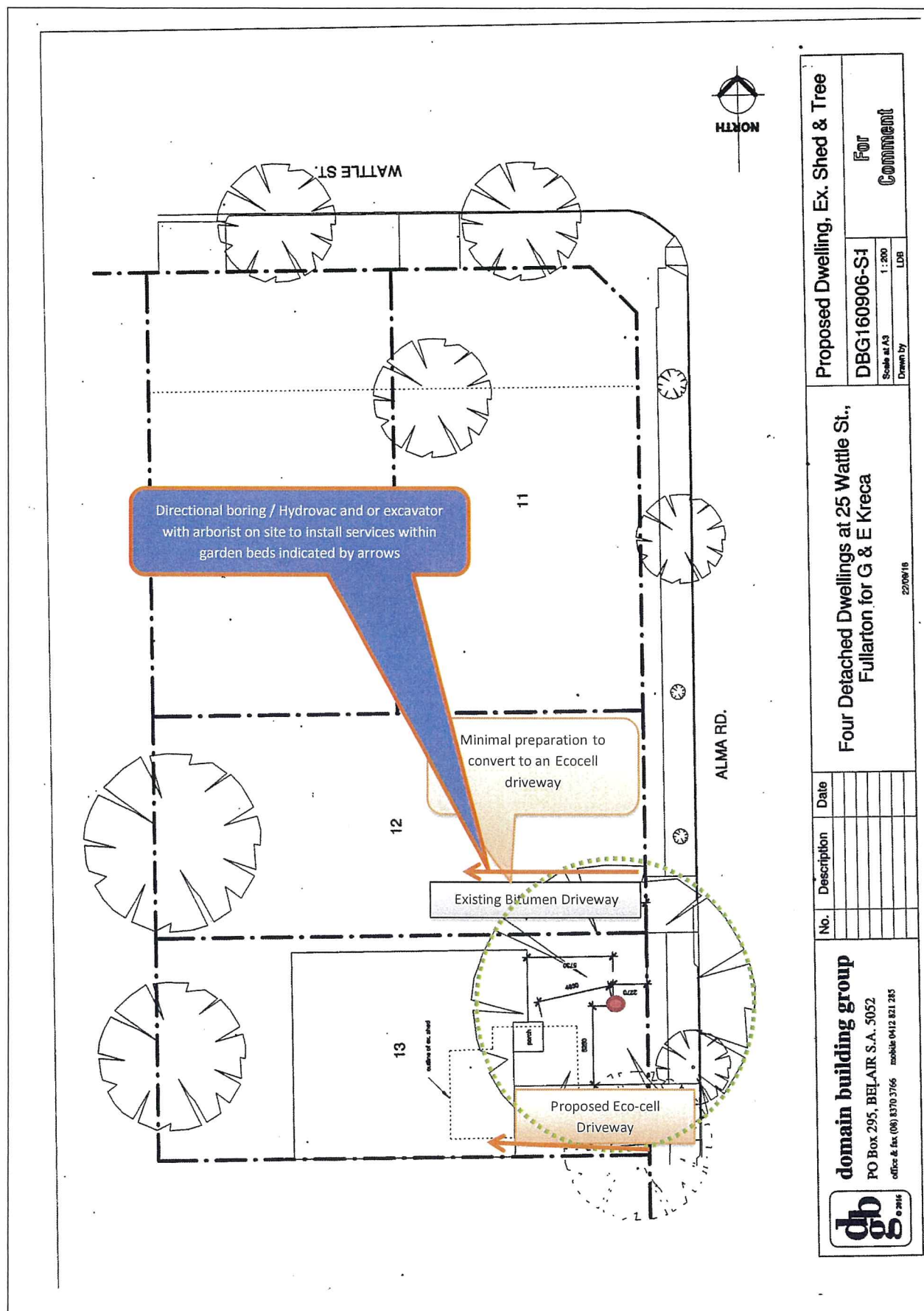
- ❖ Prior to any works occurring, all site preparations should be reviewed by the Arborist to inspect work procedures, access routes, storage areas, parking, Tree Protection Fencing (TPF) or other root plate protection methods conditioned.
- ❖ A Tree Protection Fence has been recommended and will provide adequate protection for the trees root system and canopy during the course of the development.
- ❖ The Tree Protection Fence (TPF) should be placed as stated, incorporating on all sides a clearly legible sign displaying the words **"Tree Protection Zone"** (**See appendix 2**).
- ❖ The Tree Protection Fencing needs to be an effective barrier against root plate disturbance. The defined area is to be fenced with chain mesh panels (height .8 to 2 metres) inserted into concrete blocks with the tops of the post clamped together. These panels should be attached to steel droppers fixed into the ground (maximum intervals of 3 metres).
- ❖ **Signage:** Clear signage stating **"Tree Protection Zone"** see **Appendix 2**.
- ❖ No Entry should be provided on the fence to ensure all contractors to the site understand the purpose of the fencing.
- ❖ Movement of the TPZ fencing unless stated is strictly prohibited at all times.
- ❖ Access or TPZ fence movements must be arranged with the Council Tree Management Officer and the consulting arborist and controls will be put in place.
- ❖ Soil compaction due to vehicle movement, parking, site office, material storage must avoid the TPZ.
- ❖ Soil contamination due to spillage and run-off from building activities (cement washings) waste disposal (liquid waste) and waste storage, must be avoided within the TPZ.

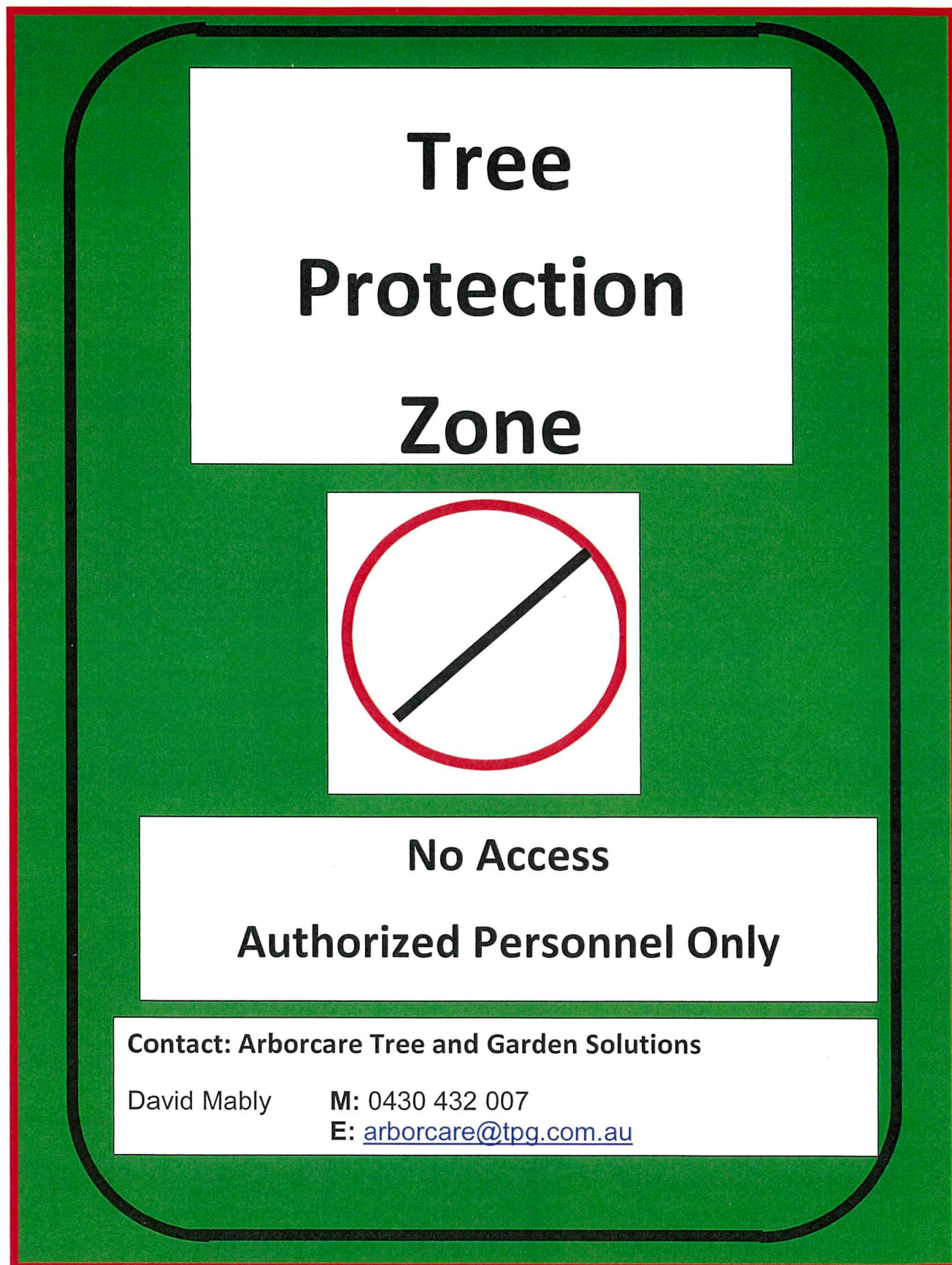
## **Tree protection Zone Management (TPZM) 2: Root zones including excavations and activities that may damage roots.**

- ❖ It is important to maintain the 'natural soil' level and avoid soil or material build within the TPZ. The roots of a tree require oxygen and minerals which they obtain from spaces within the soil. Soil build-up also affects the soils permeability and availability of water.
- ❖ Where pipes and cables need to be sited close to trees they should be laid outside the TPZ when possible. Where underground services cannot avoid the TPZ, non-invasive methods e.g. directional boring, air spade or hand digging should be implemented.
- ❖ Any areas within the TPZ that require sealing for access or pathways must use low impact methods (above grade) incorporating open-sealed (gravel, pavers or similar) to allow air and water infiltration into the soil profile.



## Appendix 2: Engineers Plan



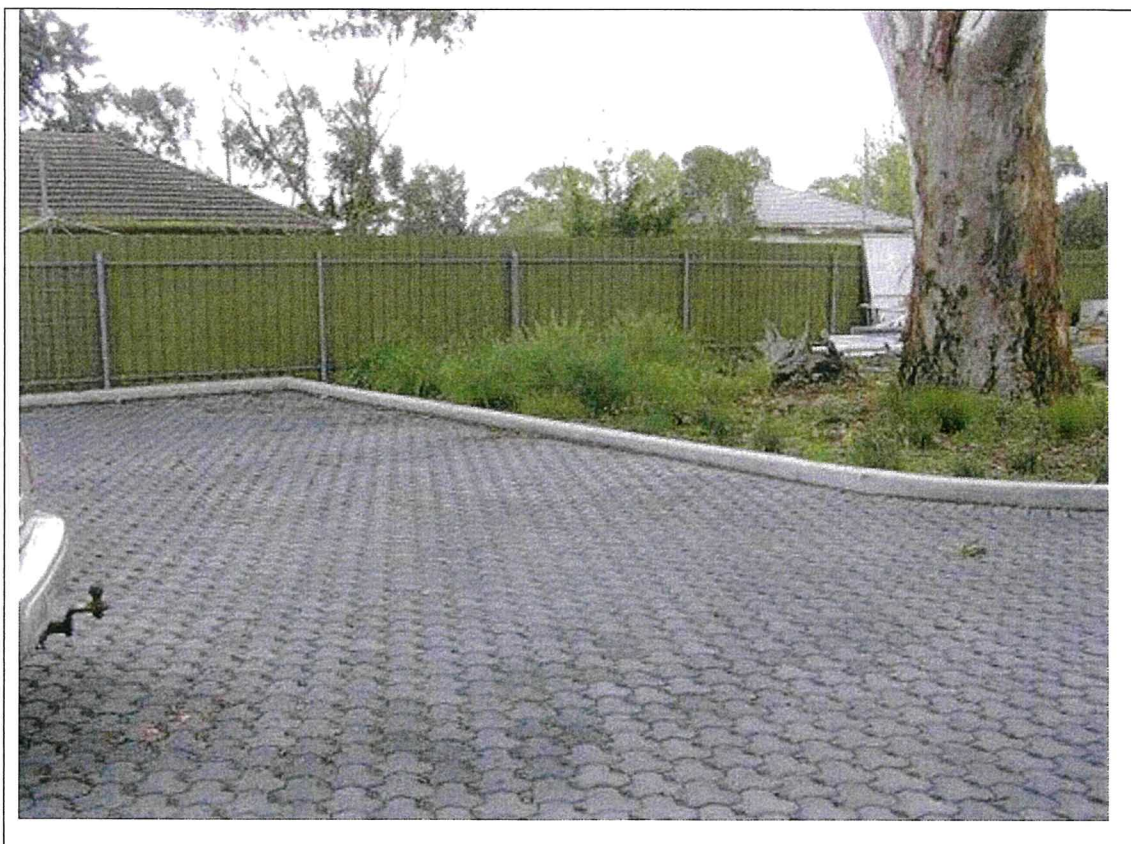




#### Appendix 4: Type of Ecocell Driveway



Use of Eco cell structure over the driveway using 20mm gravel with no fine material between cells and the use of porous paver used as part of water sensitive urban design (WSUD) and tree health.

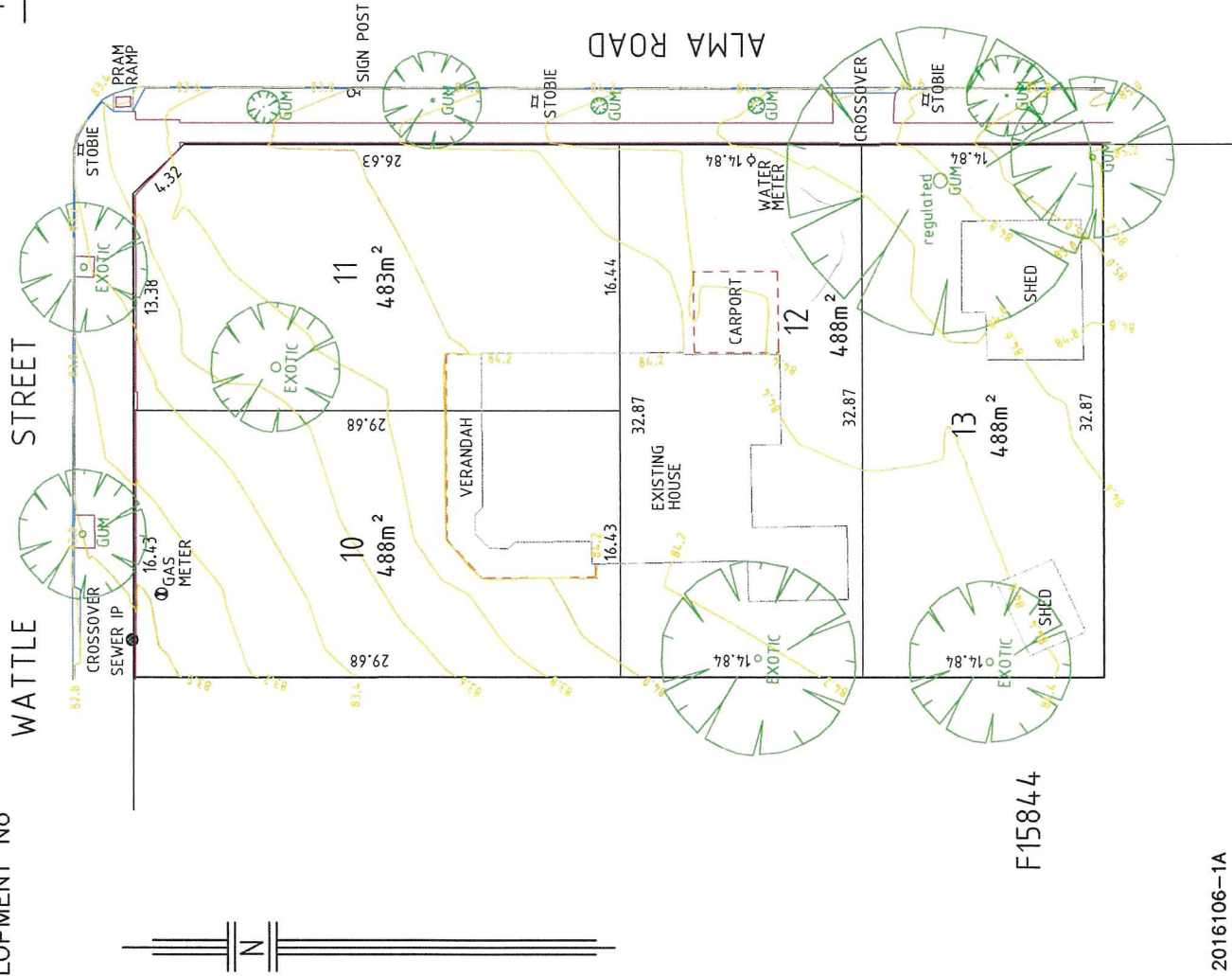




## ANNEXURE B

DEVELOPMENT No

PLAN OF DIVISION FOR DEVELOPMENT APPROVAL



HUNDRED OF ADELAIDE  
ALLOTMENT 198 IN F15844  
PT SEC 266

IN THE AREA NAMED FULLARTON  
IN THE UNLEY

CT 5843/214

SUBJECT TO SURVEY

APPLICANT: KRECA RENOVATIONS  
AGENT: MICHAEL GREAR SURVEYS  
REGISTERED PROPRIETORS: BH & NDB DUNSTAN



ALL DWELLINGS SHEDS AND OTHER OUT BUILDINGS  
TO BE REMOVED

CONTOUR INTERVAL: 0.2m  
CONTOURS DERIVED FROM SURVEY  
HEIGHT DATUM ASSUMED

TREES ARE NOT SIGNIFICANT OR REGULATED UNLESS SHOWN  
OTHERWISE

PLEASE NOTE: THIS DOCUMENT IS FOR PLANNING PURPOSES ONLY

DETAIL AND CONTINUED SURVEY SHEET		A	B	C	D	E	F
MICHAEL GREAR SURVEYS							
5 GULFVIEW ROAD							
17B-19A DARLING TERRACE							
BLACKWOOD SA 5051							
PHONE: (08) 8278 8732							
FAX: (08) 8278 8050							
ABN: 9305344714							
BY DATE							

REF: 2016106-1A

09 March 2017

## CONFIRMATION OF REGISTRATION NOTICE

The following dealings have been registered -


Dealing(s): AGREEMENT 12683398

Title(s): CT 5843/214

Registration Date: 09/03/2017

Customer Reference:

Confirmations of registration are attached on the following page(s).



Brenton Pike

Registrar-General

Lands Titles Office



# CONFIRMATION OF REGISTRATION

## Certificate of Title - Volume 5843 Folio 214

### Estate Type

FEE SIMPLE

### Registered Proprietor(s)

GENTJAN KRECA  
OF 23 FERN ROAD BLACKWOOD SA 5051  
5014 / 10000 SHARE

PJERIN DUCAJ  
OF 24 TACOMA BOULEVARD PASADENA SA 5042  
2479 / 10000 SHARE

P & T (SA) ENTERPRISES PTY. LTD. (ACN: 147 405 712)  
OF 24 TACOMA BOULEVARD PASADENA SA 5042  
2507 / 10000 SHARE

### Description of Land

ALLOTMENT 198 FILED PLAN 15844  
IN THE AREA NAMED FULLARTON  
HUNDRED OF ADELAIDE

### Easements

NIL

### Schedule of Dealings

Dealing Number	Description
12683398	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)

### Registrar-General

### Lands Titles Office

