

8507308



LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

APPLICATION FOR DEPOSIT OF A PLAN
OF DIVISION

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

| | |
|------------|--------|
| SERIES NO. | PREFIX |
| | RTC |
| | D.P. |

50274

BELOW THIS LINE FOR OFFICE USE ONLY

| | | |
|---------------------------|--------------|-----------------|
| Date JUN 1998 Time: 11.45 | | |
| FEES | | |
| R.G.O. | POSTAGE | NEW C.T. |
| NFP | | NFP |
| PLAN EXAMINATION | PLAN DEPOSIT | SURVEY ACT LEVY |
| NFP | NFP | NFP. |

AGENT CODE

Lodged by: CROWN SOLICITOR'S OFFICE
ADELAIDE

CSOL 22

Correction to:

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

- 1 ... CT. 5314.476
- 2
- 3
- 4
- 5

Assessor

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

- 1 Allotment 202 DP 50274
- 2 Allotment 203 DP 50274
- 3
- 4
- 5

| | |
|---|--------------------------------------|
| 2 | NEW CERTIFICATE(S) OF TITLE TO ISSUE |
|---|--------------------------------------|

CROWN INSTRUMENT
NO FEES PAYABLE

for 2 new titles

| | |
|------------|----------|
| CORRECTION | APPROVED |
| | 3 |

| | |
|----------------|---------|
| PLAN DEPOSITED | 25/6/98 |
|----------------|---------|

| |
|----------------------|
| REGISTERED 25-6-1998 |
| <i>[Signature]</i> |
| REGISTRAR-GENERAL |

Approval No. 842

| | |
|-------------|-------------|
| PICK-UP NO. | RDA 8506029 |
| DP | 50274 |

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

| ITEM | AGENT CODE |
|---------------|------------|
| 2 new titles | CSOL 22 |
| Allot 202-203 | |
| | |
| | |

Docket Reference: DENR 7439/94 VRO (GFJ.604)

DATED THE 19 DAY OF JUNE 1998

EXECUTION BY APPLICANT(S)

THE COMMON SEAL)
 of MINISTER FOR)
 EDUCATION.)
 CHILDREN'S)
 SERVICES AND)
 TRAINING was)
 affixed hereto by)
 authority of the)
 Minister in the)
 presence of)



J L Verner
 J L Verner

THIS PLAN DOES NOT CONTRAVENE SECTION
 49 OF THE DEVELOPMENT ACT 1993

.....
 Registered Conveyancer

**APPLICATION FOR DEPOSIT OF A PLAN OF DIVISION AND
REDESIGNATION OF PARCELS**

(Pursuant to Part XIXAB of the Real Property Act 1886)
Development No. DAC 49090-D001-96 DP 50274

CERTIFICATE(S) OF TITLE AFFECTED

The whole of the land comprised in Certificate of Title Register Book Volume 5314 Folio 476

I/We the undersigned Applicant(s) hereby apply to have the accompanying plan of division deposited in the Lands Titles Registration Office and acknowledge that deposit of the said plan will affect my/our estate and interest in the said land to the extent indicated in the Details of Transactions panel and that certificates of titles will issue in accordance with the schedule of mode of issue.

APPLICANT (Full Name and Address of all Registered Proprietors of land divided)

MINISTER FOR EDUCATION, CHILDREN'S SERVICES AND TRAINING of Adelaide 5000.

| DETAILS OF TRANSACTION(S) (Applicants only) | CONSIDERATION/VALUE |
|---|---------------------|
| Creation of a free and unrestricted right of way and an easement for carparking purposes. | Nil |
| <p>SCHEDULE OF EASEMENTS CREATED BY DEPOSIT OF THE ACCOMPANYING PLAN OF DIVISION</p> <p>* Short form: The easement(s) expressed on the plan to which the provisions of Sections 89 and 89a of the Real Property Act 1986 apply.</p> <p>* Long form: Easement(s) indicated on the plan to be set out in full in this instrument are as follows:</p> <p>FIRST</p> <p>A free and unrestricted right and liberty of entry egress and regress from time to time and, subject to Clause 4 below, at all times hereafter for the registered proprietor, from time to time, of allotment 203 (the "Dominant Tenement") and that registered proprietor's employees, agents, contractors or invitees with or without vehicles, plant, equipment and materials in, through, over, across and along that portion of allotment 202 (the "Servient Tenement") marked "A" (the "Land")</p> <p>It is hereby covenanted and agreed between the Servient Tenement of allotment 202 and the Dominant Tenement of allotment 203 as follows.</p> <ol style="list-style-type: none"> 1.1 The Dominant Tenement will not use or permit to be used on the Land any vehicle plant or equipment with a gross weight exceeding 2.5 tonnes tare being the maximum allowable loads associated with low speed traffic. 1.2 The Dominant Tenement shall indemnify and keep indemnified the Servient Tenement against any loss, damage or claims of any kind whatsoever (including costs) of the Servient Tenement caused by the Dominant Tenement or the Dominant Tenement's employees, agents, contractors or invitees to the Land or in consequence of the use of the roadway and bridgeworks on the Land by the Dominant Tenement or the Dominant Tenement's employees, agents, contractors or invitees. 1.3 Subject to subclause 1.4 below, that the Servient Tenement shall at all times repair and maintain the roadway and bridgeworks hereinbefore mentioned so that the Dominant Tenement may at all times enjoy the rights and liberties hereinbefore granted. 1.4 If the Servient Tenement reasonably considers that the said bridgeworks require replacement or repair to the extent that the Dominant Tenement's right of way should not be exercised, then the Servient Tenement may close access to and use of the said bridgeworks as aforesaid, provided that the Servient Tenement satisfies the following conditions: <ol style="list-style-type: none"> (i) the Servient Tenement uses best endeavours to complete the replacement or repair of the bridgeworks as soon as reasonably practicable, and (ii) the Servient Tenement uses best endeavours to provide an alternative means by which the Dominant Tenement and the Dominant Tenement's employees, agents, contractors or invitees can exercise and enjoy the said right of way in respect of the Land. <p>* Delete the inapplicable</p> | |

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To be completed by lodging party

NUMBER

Office use only

ANNEXURE A to Form RTC dated

over Certificate of Title Volume: 5314 Folio: 476

AND SECONDLY

A full and free right and liberty, from time to time and at all times hereafter, for the registered proprietor, from time to time, of allotment 203 (the "Dominant Tenement") and that registered proprietor's employees, agents, contractors or invitees to pass and repass on foot or with vehicles and to park vehicles on that portion of allotment 202 (the "Servient Tenement") marked "B" (the "Carpark")

It is hereby covenanted and agreed between the Servient Tenement of allotment 202 and the Dominant Tenement of allotment 203 as follows.

- 2.1 The Dominant Tenement shall indemnify and keep indemnified the Servient Tenement against any loss, damage or claims of any kind whatsoever (including costs) of the Servient Tenement caused by the Dominant Tenement or the Dominant Tenement's employees, agents, contractors or invitees to the Carpark or in consequence of the use of the Carpark by the Dominant Tenement or the Dominant Tenement's employees, agents, contractors or invitees.
- 2.2 The Servient Tenement shall at all times, repair and maintain the Carpark so that the Carpark is safe and suitable for use as a carpark and so that the Dominant Tenement may at all times enjoy the rights and liberties hereinbefore granted.
- 2.3 The Dominant Tenement shall reimburse the Servient Tenement one half of the Servient Tenement's actual costs and expenses incurred by the Servient Tenement to third parties in relation or incidental to the maintenance or repair of the Carpark during a calendar year.
- 2.4 The Servient Tenement shall provide, on or before the 30 November of a calendar year, an itemized invoice specifying the amount of the reimbursement payable by the Dominant Tenement for that calendar year. The invoice shall specify the nature and amount of each cost or expense included in the invoice.
- 2.5 The Dominant Tenement shall pay the amount specified in an invoice on or before the 31 December of the calendar year to which the invoice relates.
- 2.6 The Dominant Tenement may request the production by the Servient Tenement of the invoices or receipts for any costs or expenses included in an invoice.
- 2.7 If the Servient Tenement proposes to undertake any major works to the Carpark, then the Servient Tenement shall consult with and obtain the approval of the Dominant Tenement to the following:
 - 2.7.1 the nature of the major works proposed;
 - 2.7.2 the amount of any consequent costs and expenses;
 - 2.7.3 the manner in which contractors to undertake any such major works will be engaged;
 - 2.7.4 the undertaking of the major works; and
 - 2.7.5 any other related matter or thing,

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| | |
|---|--------------------------------------|
| <p>To be completed by lodging party</p> <p>ANNEXURE B to Form RTC dated</p> <p>over Certificate of Title Volume: 5314 Folio: 476</p> | <p>NUMBER</p> <p>Office use only</p> |
| <p>prior to any such major works being undertaken or costs and expenses being incurred.</p> <p>2.8 For the purpose of subclause 2.7, "major works" means any maintenance, repair, refurbishment or other construction works to the Carpark whose cost will exceed five thousand dollars (\$5,000.00).</p> <p>2.9 The Servient Tenement shall not, without the prior written consent of the Dominant Tenement, do any of the following:</p> <ul style="list-style-type: none">2.9.1 change the configuration of the Carpark as at the date of this instrument;2.9.2 make access to or the use of the Carpark materially more difficult or onerous;2.9.3 change the location, nature or configuration of any entry to or exit from the Carpark as at the date of this instrument;2.9.4 reduce the number of carparks in the Carpark from the number existing as at the date of this instrument; or2.9.5 charge or attempt to impose a charge on any person for access to or the use of the Carpark. | |

STATEMENT OF EFFECT ON ESTATES OR INTERESTS OF CONSENTING PARTIES

| ESTATE/INTEREST AFFECTED | EFFECT ON ESTATE OR INTEREST HELD OR CLAIMED | CONSIDERATION/VALUE |
|-----------------------------|---|---------------------|
| Not applicable | Not Applicable | Not applicable |

For further statements and consents see annexure(s) ~~A and B~~ *NIL*

CERTIFICATION under Section 79(6) of the Stamp Duty Act 1923

The highest amount secured during the currency of the Mortgage was \$ and the Mortgage has been duly stamped.

CERTIFICATE OF CONSENT FOR THE DEPOSIT OF A PLAN OF DIVISION (Pursuant to Section 223lh of the Real Property Act 1886)

I/We the undersigned hereby certify my/our consent to the deposit of the accompanying plan of division in the Lands Titles Registration Office and acknowledge that the deposit of the said plan will affect my/our estate or interest to the extent set out in the above Statement of Effect panel. *

Dated the day of

19

CONSENTING PARTY (Full Name, Address and nature of estate or interest)

* Where a lease is extended to include other land, certificate of Lessor must also be included. If lease is over portion of land and is to extend over portion of land vesting in lessor, reference should be made to parcel defined in GRO Plan deposited for that purpose.

SCHEDULE OF MODE OF ISSUE

| ALLOTMENT No./CT REFERENCE | FULL NAME, ADDRESS AND MODE OF HOLDING | EASEMENTS AND ESTATES OR INTERESTS |
|----------------------------------|---|--|
| 202 / | MINISTER FOR EDUCATION, CHILDREN'S SERVICES AND TRAINING of Adelaide SA 5000 | Subject to such rights and liberties as set out in the accompanying plan and/or described herein |
| 203 / 3 24.6.98 | MINISTER FOR EDUCATION, CHILDREN'S SERVICES AND TRAINING of Adelaide SA 5000 | Together with such rights and liberties as set out in the accompany plan and/or described herein |

CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1886

VOLUME 5550 FOLIO 670



Edition 2
Date Of Issue 01/07/1998
Authority RTC 8507308

South Australia

I certify that the registered proprietor is the proprietor of an estate in fee simple (or such other estate or interest as is set forth) in the land within described subject to such encumbrances, liens or other interests set forth in the schedule of endorsements.

REGISTRAR GENERAL



REGISTERED PROPRIETOR IN FEE SIMPLE

THE CORPORATION OF THE CITY OF UNLEY OF PO BOX 1 UNLEY SA 5061

DESCRIPTION OF LAND

ALLOTMENT 202 DEPOSITED PLAN 50274
IN THE AREA NAMED MILLSWOOD
HUNDRED OF ADELAIDE

EASEMENTS

SUBJECT TO A RIGHT OF WAY OVER THE LAND MARKED A (RTC 8507308)

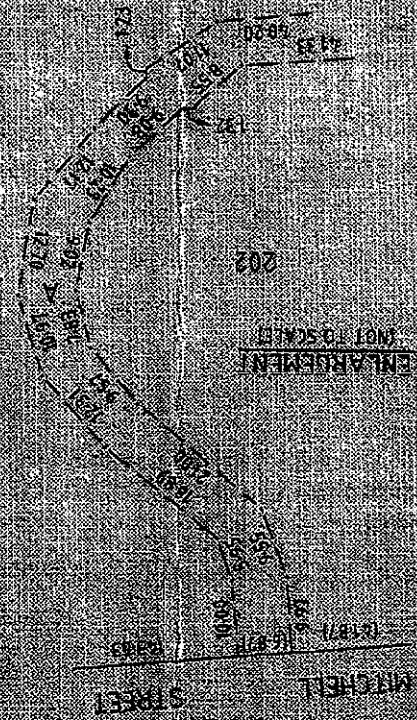
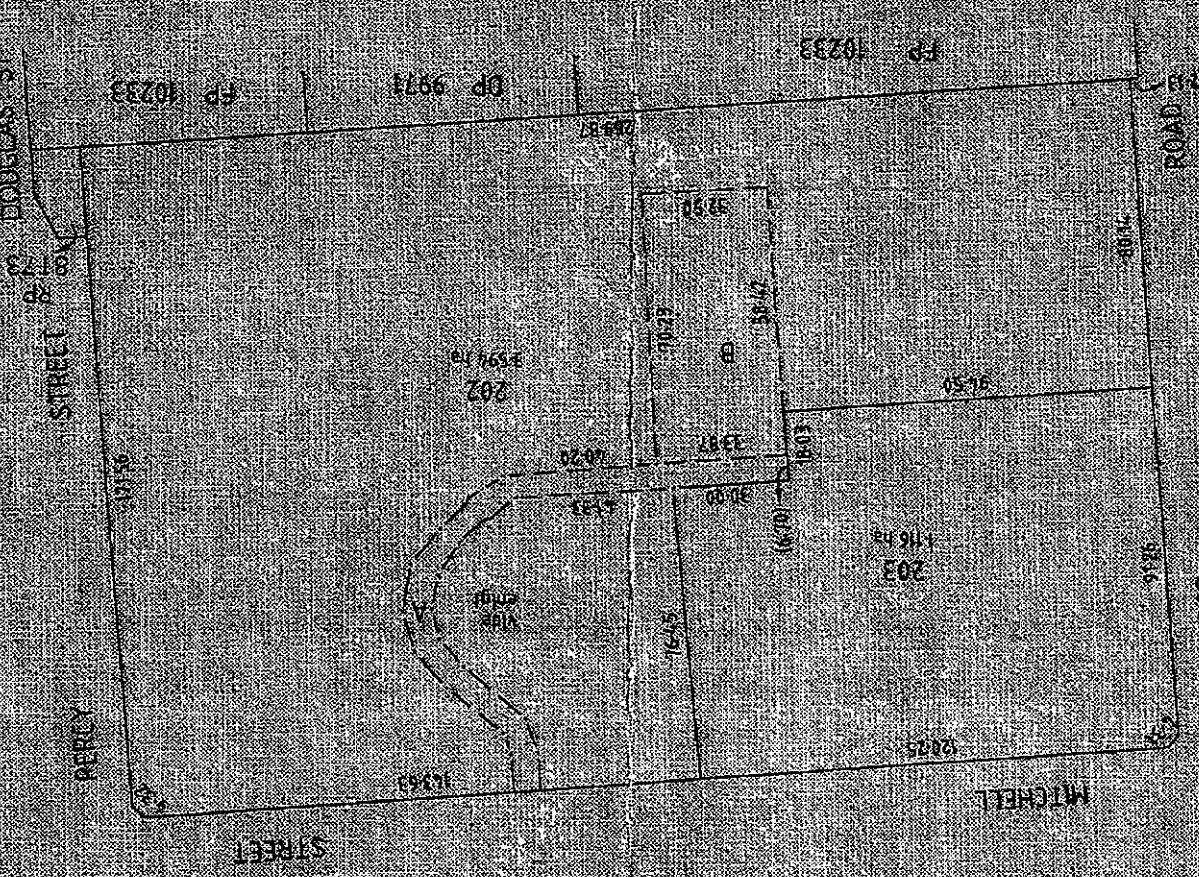
SUBJECT TO A RIGHT OF WAY AND EASEMENT OVER THE LAND MARKED B (RTC 8507308)

SCHEDULE OF ENDORSEMENTS

NIL

WARNING: BEFORE DEALING WITH THIS LAND, SEARCH THE CURRENT CERTIFICATE

1" = 50' HORIZ.



ENLARGEMENT
(NOT TO SCALE)



Title Register Search

LANDS TITLES OFFICE, ADELAIDE

For a Certificate of Title issued pursuant to the Real Property Act 1886

REGISTER SEARCH OF CERTIFICATE OF TITLE * VOLUME 5550 FOLIO 679 *

COST : \$16.10 (GST exempt)

REGION : EMAIL

AGENT : MIEL BOX NO : 007

SEARCHED ON : 27/02/2007 AT : 11:07:06

CLIENT REF DKC10856/135

PARENT TITLE : CT 5314/476

AUTHORITY : RTC 8507308

DATE OF ISSUE : 01/07/1998

EDITION : 3

REGISTERED PROPRIETOR IN FEE SIMPLE

TABOR COLLEGE INC. OF 181 GOODWOOD ROAD GOODWOOD SA 5034

DESCRIPTION OF LAND

ALLOTMENT 203 DEPOSITED PLAN 50274
IN THE AREA NAMED MILLSWOOD
HUNDRED OF ADELAIDE

EASEMENTS

TOGETHER WITH A RIGHT OF WAY OVER THE LAND MARKED A (RTC 8507308)

TOGETHER WITH A RIGHT OF WAY AND EASEMENT OVER THE LAND MARKED B (RTC 8507308)

SCHEDULE OF ENDORSEMENTS

8513390 MORTGAGE TO ST. GEORGE BANK LTD.

8932446 MORTGAGE TO EXECUTOR TRUSTEE AUSTRALIA LTD.

NOTATIONS

DOCUMENTS AFFECTING THIS TITLE

NIL

REGISTRAR-GENERAL'S NOTES

ON S.A. HERITAGE REGISTER VIDE GAZ 28/05/1981

END OF TEXT.



LANDS TITLES OFFICE ADELAIDE SOUTH AUSTRALIA
 DIAGRAM FOR CERTIFICATE OF TITLE VOLUME 5550 FOLIO 679
 SEARCH DATE : 27/02/2007 TIME: 11:07:06

