

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Orig. AG 10723081



12:43 12-Jun-2007

2 of 3

Fees: \$104.00

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

Solicitor/Registered Conveyancer/Applicant

NATB58

AGENT CODE

Lodged by: **NORMAN WATERHOUSE** **NWAM**

Correction to: **NORMAN WATERHOUSE** **NWAM**
0262149\DEGLM004

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

1.
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
Duplicate LMA	NWAM

RN 29

CORRECTION 9.7	PASSED
REGISTERED	
REGISTRAR-GENERAL	

Insert type of document here **APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT**
(Pursuant to s 57(5) of the *Development Act 1993*)

To the Registrar-General:

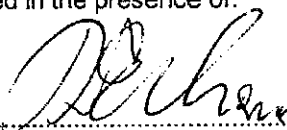
1. ^{31 May 2007}
THE CORPORATION OF THE CITY OF UNLEY ("the Council") of 181 Unley Road, Unley SA 5061 has entered into the attached Land Management Agreement dated 31 May 2007 ("the Agreement") with **GEORGE PAPAEMANOUIL** and **LYNNE PAPEMANOUIL** of 220 Greenhill Road, Eastwood SA 5063 pursuant to s 57(2) of the *Development Act 1993* ("the Act").

2. The Agreement relates to the whole of the land comprised in Certificate of Title Register Book Volume 5205 Folio 64 ("the land").

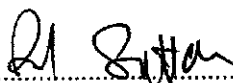
NOW THEREFORE the Council applies pursuant to s 57(5) of the Act to note the Agreement against the land.

DATED the ^{31st} day of ^{May} 2007

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



Mayor



Chief Executive Officer

PLEASE
12-01-07
2-01-07
have

THIS DEED is made the 31st day of May 2007

BETWEEN: **THE CORPORATION OF THE CITY OF UNLEY** of 181 Unley Road, Unley SA 5061 (hereinafter with its successors and assigns called "the Council") of the one part

AND: **GEORGE PAPAEMANOUIL and LYNNE PAPAEMANOUIL** of 220 Greenhill Road, Eastwood SA 5063 (hereinafter with his or its executors administrators successors and assigns as the case may be called "the Owner") of the other part

RECITALS:

- A. The Owner is entitled pursuant to a Contract of Sale of Land dated 10 February 2007 to become the proprietor of an estate in fee simple in the whole of the land comprised in Certificate of Title Register Book VOLUME 5205 FOLIO 64 known as 40 Westall Street, Hyde Park SA 5061 ("the Land");
- B. Situated on the Land in a dwelling built in about 1890 ("the Existing Dwelling"). The dwelling has suffered unsympathetic alterations and additions over time such that its heritage value has been compromised.
- C. On 4 April 2007 full development approval was granted to an application to demolish the Existing Dwelling ("the Demolition Approval").
- D. The Owner has now indicated that he does not wish to proceed to implement the Demolition Approval but rather wishes to restore the Existing Dwelling.
- E. By a Development Application numbered DA 293/07 ("the Application") the Owner sought provisional development plan consent and/or provisional building rules consent pursuant to the provisions of the Development Act, 1993 (hereinafter called "the Act"), from the Council, to carry out alterations to and construct an addition and verandah to the existing dwelling, to erect a garage in front of the existing dwelling and construct a swimming pool, to remove two (2) significant trees and to remove and relocate a significant palm tree, and to construct a two storey detached dwelling with garaging all in accordance with the plans prepared by Andrea & Associates Building Designers Revision received 1 May 2007 Sheets 1 of 2 and 2 of 2 annexed hereto and marked "A" ("the Application Plans");
- F. 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 conservation, preservation and management and of the Land subject to the terms and conditions hereinafter mentioned.
- G. The Owner acknowledges that pursuant to the provisions of Section 57(7) of the Act this Deed, once noted against the relevant instrument of title will bind the current owner of land from time to time whether or not the person was the owner at the date of this Deed.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

- 1.1 The parties acknowledge that the matters recited above 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 or in the Regulations made under the Act shall have the meanings ascribed to them by the Act or the Regulations as the case may be;
 - 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 legislation 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 or to each and every one of all separate allotments into which the Land may be divided after the date of this Deed subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Certificate of Title thereof and includes an occupier of the Land;
 - 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 Any term which is defined in the statement of the names and descriptions of the parties or in the Recitals shall have the meaning there defined;
 - 1.2.7 Words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively;
 - 1.2.8 Words importing any gender shall include every gender;
 - 1.2.9 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.
- 1.3 Clause headings are provided for reference purposes only and shall not be resorted to in the interpretation of this Deed.

- 1.4 The requirements of this Deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

2. OWNER'S OBLIGATIONS

The owner hereby agrees that:

- 2.1 Within sixty (60) days of receiving approval under the Act for the proposed development the Owner will make an application or cause an application to be made in writing under Section 43 of the Act to cancel the Demolition Approval.
- 2.2 The Owner will restore or cause to be restored the Existing Dwelling in accordance with the Application Plans and in accordance with the design guidelines annexed hereto and marked "B" ("the Design Guidelines") and to the satisfaction of Council within three (3) years of the Operative Date of Approval being granted to the Application.
- 2.3 The Significant Palm Tree on the Land will be relocated as shown on the Application Plans within one (1) year of the Operative Date of Approval being granted to the Application in accordance with the expert advice of a qualified arborist and to the satisfaction of Council.

3. RESTRICTION ON LEASING AND OTHER DEALINGS

The Owner shall not grant any lease licence easement or other right of any nature whatsoever which may give any person the right to possession or control of or entry on to the Land which right would enable such person to breach any of the obligations imposed on the Owner by this Deed unless such grant:

- 3.1 is expressed in writing;
- 3.2 is made with the previous written consent of the Council; and
- 3.3 contains as an essential term a covenant by the grantee not to do or omit to do (or suffer or permit any other person to do or omit to do) any act matter or thing which would constitute a breach by the Owner of the Owner's obligations under this Deed.

4. COUNCIL'S POWERS OF ENTRY, ETC

- 4.1 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:
 - 4.1.1 inspecting the Land and any building or structure thereupon;
 - 4.1.2 exercising any other powers of the Council under this Deed or pursuant to law.
- 4.2 If the Owner is in breach of any provision of this Deed, the Council may, by notice in writing served 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.

- 4.3 If in a notice referred to in Clause 4.2 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 or structure shall have any monetary value then the Council shall use its best endeavours to realise that monetary value and shall after the disposal account to the Owner and pay to him the realised value less all expenses incurred.

- 4.4 The Council may delegate any of its powers under this Deed to any person.

5. VARIATION AND WAIVER

- 5.1 This Deed may not be varied except by a Supplementary Deed signed by the Council and the Owner.

- 5.2 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.

6. NOTICES

Notice shall for the purposes of this Deed be properly served on the Owner if it is:

- 6.1 posted to the Owner's last address known to the Council; or
6.2 affixed in a prominent position on the Land.

7. COSTS

The Council agrees to bear the costs and expenses (including without limitation legal costs and expenses) of and incidental to the negotiation preparation stamping registration and rescission of this Deed.

8. REGISTRATION OF THIS DEED

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(5) of the Act in priority to any other registrable interest in the Land save and except for the estate and interest of the Owner therein.

9. OPERATION OF THIS DEED

- 9.1 The parties to this Deed expressly declare and agree that the provisions of this Deed except for those contained in clause 8 will not be binding on the Owner

unless Approval subject to Section 33(4) of the Act is granted and until the Operative Date of that Approval.

- 9.2 The parties agree that clauses 7 and 8 will be binding on the parties from the date of the Deed.

10. RESCISSION OF THIS DEED

10.1 Once the obligations contained in clause 2 of the Deed have been satisfied it will on application of the Owner rescind the Deed and within two (2) months of being satisfied that the Owner's obligations have been met will duly make an application to the Registrar General to note the rescission of the Deed against the instrument of title pursuant to the provisions of Section 57(8) of the Act.

10.2 If, while George Papaemanouil and Lynne Papaemanouil are the Owners of the Land George Papaemanouil or both George Papaemanouil and Lynne Papaemanouil become(s) deceased or incapacitated before the obligations contained in clause 2 of this Deed have been satisfied then the Council will, on the application of his or their heirs, executors or administrators rescind this Deed and will duly make an application to the Registrar General to note the rescission of the Deed against the instrument of title pursuant to the provisions of Section 57(8) of the Act.

11. GOVERNING LAW

The law governing the interpretation and implementation of the provisions of this Deed shall be the law of South Australia.

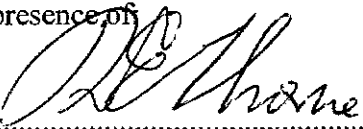
12. GENERAL PROVISIONS

12.1 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.

12.2 This Deed contains the whole agreement between the parties in respect of the matters referred to herein.

EXECUTED as a deed

(S) **THE COMMON SEAL** of ~~THE CORPORATION~~
OF THE **CITY OF UNLEY** was hereunto affixed)
in the presence of)


..... Mayor


..... Chief Executive Officer

ADON CEREBRUM by the Authority

ALAN MAXWELL CLARKE
 of 22-63 King William St ADELAIDE

Business Banking Manager
 in the City of South Australia
 P.A. No. 1077131
 in the Presence of:

JAMES ANDREW MURPHY
 180 Greenhill Road PARKSIDE SA 5113
 PH (08) 8291 2034

- 6 -

National Bank being a person with a legal interest in the Land by registered mortgage
 No. **HEREBY CONSENTS** to the Owner entering into this Deed.

lodged contemporaneously with this ~~Agreement~~ Deed

SIGNED by the said
GEORGE PAPAEMANOUIL
 in the presence of:

M Savva

MARTHA SAVVA

) *[Signature]*
)
)

SIGNED by the said
LYNNE PAPAEMANOUIL
in the presence of: *Msavva*

) *Papa N.*

MARTHA SAVVA

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]
GEORGE PAPAEMANOUIL

[Signature]
LYNNE PAPAEMANOUIL

Annexure A
“the Application Plans”

NOT FOR CONSTRUCTION	
PRELIMINARY PLAN FOR CONSTRUCTION	<input type="checkbox"/>
PLANNING APPLICATION	<input type="checkbox"/>
DEVELOPMENT APPLICATION	<input type="checkbox"/>
DATE	

CONSTRUCTION NOTES

- 1. MAKE SURE ALL WORK IS DONE WITHIN THE BOUNDARY OF THE LOT.
- 2. CHECK ALL DIMENSIONS AND LOCATIONS OF ALL WORK.
- 3. CHECK ALL DIMENSIONS AND LOCATIONS OF ALL WORK.
- 4. CHECK ALL DIMENSIONS AND LOCATIONS OF ALL WORK.

PLEASE SEE ALL RELEVANT EXTERNAL WORKS TO BE DONE WITHIN.

ENVIRONMENTAL NOTES

- 1. THE PROPOSED DEVELOPMENT IS SITUATED WITHIN A BUILT-UP AREA.
- 2. ALL EXISTING TREES AND SHRUBS TO BE PRESERVED AND PROTECTED BY THE PROPOSED DEVELOPMENT.
- 3. THE PROPOSED DEVELOPMENT IS SITUATED WITHIN A BUILT-UP AREA.
- 4. THE PROPOSED DEVELOPMENT IS SITUATED WITHIN A BUILT-UP AREA.

OTHER NOTES

- 1. THE PROPOSED DEVELOPMENT IS SITUATED WITHIN A BUILT-UP AREA.
- 2. ALL EXISTING TREES AND SHRUBS TO BE PRESERVED AND PROTECTED BY THE PROPOSED DEVELOPMENT.
- 3. THE PROPOSED DEVELOPMENT IS SITUATED WITHIN A BUILT-UP AREA.
- 4. THE PROPOSED DEVELOPMENT IS SITUATED WITHIN A BUILT-UP AREA.

Proposed new residence and additions to residence at no. 40 Westall St Hyde Park for Mr. G. Papamichael

DATE	SCALE	SHEET

DATE	REVISION	COMMENTS

ARCHITECTS
AND ASSOCIATES
 BUILDING DESIGNERS
 100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000/1001/1002/1003/1004/1005/1006/1007/1008/1009/1010/1011/1012/1013/1014/1015/1016/1017/1018/1019/1020/1021/1022/1023/1024/1025/1026/1027/1028/1029/1030/1031/1032/1033/1034/1035/1036/1037/1038/1039/1040/1041/1042/1043/1044/1045/1046/1047/1048/1049/1050/1051/1052/1053/1054/1055/1056/1057/1058/1059/1060/1061/1062/1063/1064/1065/1066/1067/1068/1069/1070/1071/1072/1073/1074/1075/1076/1077/1078/1079/1080/1081/1082/1083/1084/1085/1086/1087/1088/1089/1090/1091/1092/1093/1094/1095/1096/1097/1098/1099/1100/1101/1102/1103/1104/1105/1106/1107/1108/1109/1110/1111/1112/1113/1114/1115/1116/1117/1118/1119/1120/1121/1122/1123/1124/1125/1126/1127/1128/1129/1130/1131/1132/1133/1134/1135/1136/1137/1138/1139/1140/1141/1142/1143/1144/1145/1146/1147/1148/1149/1150/1151/1152/1153/1154/1155/1156/1157/1158/1159/1160/1161/1162/1163/1164/1165/1166/1167/1168/1169/1170/1171/1172/1173/1174/1175/1176/1177/1178/1179/1180/1181/1182/1183/1184/1185/1186/1187/1188/1189/1190/1191/1192/1193/1194/1195/1196/1197/1198/1199/1200/1201/1202/1203/1204/1205/1206/1207/1208/1209/1210/1211/1212/1213/1214/1215/1216/1217/1218/1219/1220/1221/1222/1223/1224/1225/1226/1227/1228/1229/1230/1231/1232/1233/1234/1235/1236/1237/1238/1239/1240/1241/1242/1243/1244/1245/1246/1247/1248/1249/1250/1251/1252/1253/1254/1255/1256/1257/1258/1259/1260/1261/1262/1263/1264/1265/1266/1267/1268/1269/1270/1271/1272/1273/1274/1275/1276/1277/1278/1279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ANNEXURE B

DESIGN GUIDELINES

1. Repoint the bluestone front facade in accordance with the recommendations of a qualified and experienced stonemason all to the satisfaction of Council.
2. Render quoins to corners of building and around the front door in accordance with the recommendations of a qualified and experienced stonemason all to the satisfaction of Council.
3. Install new verandah with concave roof and lacework and slate concave edging to the satisfaction of Council.

DATED

31 MAY

2007

BETWEEN:

THE CORPORATION OF THE
CITY OF UNLEY

of the one part

AND

GEORGE PAPAEMANOUIL

of the other part

LAND MANAGEMENT AGREEMENT

BY DEED

NORMAN WATERHOUSE

Lawyers

Level 15

45 Pirie Street

ADELAIDE SA 5000

Telephone: 8210 1200 .

Duplicate

10723081

12:43 12-Jun-2007

Fees: \$104.00

F
A
Series No.
2

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

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

Solicitor/Registered Conveyancer/Applicant

AGENT CODE

Lodged by: **NORMAN WATERHOUSE** **NWAM**

Correction to: **NORMAN WATERHOUSE** **NWAM**
0262149\DEGLM004

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

1.
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
Duplicate LMA	NWAM

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	

Insert type of document here **APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT**
(Pursuant to s 57(5) of the *Development Act 1993*)

To the Registrar-General:

THE CORPORATION OF 31 May 2007
THE CITY OF UNLEY ("the Council") of 181 Unley Road, Unley SA 5061 has entered into the attached Land Management Agreement dated 1 ("the Agreement") with **GEORGE PAPAEMANOUIL** and **LYNNE PAPAEMANOUIL** of 220 Greenhill Road, Eastwood SA 5063 pursuant to s 57(2) of the *Development Act 1993* ("the Act").

2. The Agreement relates to the whole of the land comprised in Certificate of Title Register Book Volume 5205 Folio 64 ("the land").

NOW THEREFORE the Council applies pursuant to s 57(5) of the Act to note the Agreement against the land.

DATED the 31st day of May 2007

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

[Signature]

Mayor

[Signature]

Chief Executive Officer

Please re-affix
seal here.

THIS DEED is made the 31st day of May 2007

BETWEEN: **CITY OF UNLEY** of 181 Unley Road, Unley SA 5061 (hereinafter with its successors and assigns called "the Council") of the one part

AND: **GEORGE PAPAEMANOUIL and LYNNE PAPAEMANOUIL** of 220 Greenhill Road, Eastwood SA 5063 (hereinafter with his or its executors administrators successors and assigns as the case may be called "the Owner") of the other part

RECITALS:

- A. The Owner is entitled pursuant to a Contract of Sale of Land dated 10 February 2007 to become the proprietor of an estate in fee simple in the whole of the land comprised in Certificate of Title Register Book VOLUME 5205 FOLIO 64 known as 40 Westall Street, Hyde Park SA 5061 ("the Land");
- B. Situated on the Land in a dwelling built in about 1890 ("the Existing Dwelling"). The dwelling has suffered unsympathetic alterations and additions over time such that its heritage value has been compromised.
- C. On 4 April 2007 full development approval was granted to an application to demolish the Existing Dwelling ("the Demolition Approval").
- D. The Owner has now indicated that he does not wish to proceed to implement the Demolition Approval but rather wishes to restore the Existing Dwelling.
- E. By a Development Application numbered DA 293/07 ("the Application") the Owner sought provisional development plan consent and/or provisional building rules consent pursuant to the provisions of the Development Act, 1993 (hereinafter called "the Act"), from the Council, to carry out alterations to and construct an addition and verandah to the existing dwelling, to erect a garage in front of the existing dwelling and construct a swimming pool, to remove two (2) significant trees and to remove and relocate a significant palm tree, and to construct a two storey detached dwelling with garaging all in accordance with the plans prepared by Andrea & Associates Building Designers Revision received 1 May 2007 Sheets 1 of 2 and 2 of 2 annexed hereto and marked "A" ("the Application Plans");
- F. 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 conservation, preservation and management and of the Land subject to the terms and conditions hereinafter mentioned.
- G. The Owner acknowledges that pursuant to the provisions of Section 57(7) of the Act this Deed, once noted against the relevant instrument of title will bind the current owner of land from time to time whether or not the person was the owner at the date of this Deed.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

- 1.1 The parties acknowledge that the matters recited above 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 or in the Regulations made under the Act shall have the meanings ascribed to them by the Act or the Regulations as the case may be;
 - 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 legislation 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 or to each and every one of all separate allotments into which the Land may be divided after the date of this Deed subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Certificate of Title thereof and includes an occupier of the Land;
 - 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 Any term which is defined in the statement of the names and descriptions of the parties or in the Recitals shall have the meaning there defined;
 - 1.2.7 Words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively;
 - 1.2.8 Words importing any gender shall include every gender;
 - 1.2.9 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.
- 1.3 Clause headings are provided for reference purposes only and shall not be resorted to in the interpretation of this Deed.

- 1.4 The requirements of this Deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

2. OWNER'S OBLIGATIONS

The owner hereby agrees that:

- 2.1 Within sixty (60) days of receiving approval under the Act for the proposed development the Owner will make an application or cause an application to be made in writing under Section 43 of the Act to cancel the Demolition Approval.
- 2.2 The Owner will restore or cause to be restored the Existing Dwelling in accordance with the Application Plans and in accordance with the design guidelines annexed hereto and marked "B" ("the Design Guidelines") and to the satisfaction of Council within three (3) years of the Operative Date of Approval being granted to the Application.
- 2.3 The Significant Palm Tree on the Land will be relocated as shown on the Application Plans within one (1) year of the Operative Date of Approval being granted to the Application in accordance with the expert advice of a qualified arborist and to the satisfaction of Council.

3. RESTRICTION ON LEASING AND OTHER DEALINGS

The Owner shall not grant any lease licence easement or other right of any nature whatsoever which may give any person the right to possession or control of or entry on to the Land which right would enable such person to breach any of the obligations imposed on the Owner by this Deed unless such grant:

- 3.1 is expressed in writing;
- 3.2 is made with the previous written consent of the Council; and
- 3.3 contains as an essential term a covenant by the grantee not to do or omit to do (or suffer or permit any other person to do or omit to do) any act matter or thing which would constitute a breach by the Owner of the Owner's obligations under this Deed.

4. COUNCIL'S POWERS OF ENTRY, ETC

- 4.1 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:
- 4.1.1 inspecting the Land and any building or structure thereupon;
- 4.1.2 exercising any other powers of the Council under this Deed or pursuant to law.
- 4.2 If the Owner is in breach of any provision of this Deed, the Council may, by notice in writing served 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.

- 4.3 If in a notice referred to in Clause 4.2 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 or structure shall have any monetary value then the Council shall use its best endeavours to realise that monetary value and shall after the disposal account to the Owner and pay to him the realised value less all expenses incurred.

- 4.4 The Council may delegate any of its powers under this Deed to any person.

5. VARIATION AND WAIVER

- 5.1 This Deed may not be varied except by a Supplementary Deed signed by the Council and the Owner.

- 5.2 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.

6. NOTICES

Notice shall for the purposes of this Deed be properly served on the Owner if it is:

- 6.1 posted to the Owner's last address known to the Council; or
6.2 affixed in a prominent position on the Land.

7. COSTS

The Council agrees to bear the costs and expenses (including without limitation legal costs and expenses) of and incidental to the negotiation preparation stamping registration and rescission of this Deed.

8. REGISTRATION OF THIS DEED

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(5) of the Act in priority to any other registrable interest in the Land save and except for the estate and interest of the Owner therein.

9. OPERATION OF THIS DEED

- 9.1 The parties to this Deed expressly declare and agree that the provisions of this Deed except for those contained in clause 8 will not be binding on the Owner

unless Approval subject to Section 33(4) of the Act is granted and until the Operative Date of that Approval.

- 9.2 The parties agree that clauses 7 and 8 will be binding on the parties from the date of the Deed.

10. RESCISSION OF THIS DEED

- 10.1 Once the obligations contained in clause 2 of the Deed have been satisfied it will on application of the Owner rescind the Deed and within two (2) months of being satisfied that the Owner's obligations have been met will duly make an application to the Registrar General to note the rescission of the Deed against the instrument of title pursuant to the provisions of Section 57(8) of the Act.
- 10.2 If, while George Papaemanouil and Lynne Papaemanouil are the Owners of the Land George Papaemanouil or both George Papaemanouil and Lynne Papaemanouil become(s) deceased or incapacitated before the obligations contained in clause 2 of this Deed have been satisfied then the Council will, on the application of his or their heirs, executors or administrators rescind this Deed and will duly make an application to the Registrar General to note the rescission of the Deed against the instrument of title pursuant to the provisions of Section 57(8) of the Act.

11. GOVERNING LAW


The law governing the interpretation and implementation of the provisions of this Deed shall be the law of South Australia.

12. GENERAL PROVISIONS

- 12.1 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.
- 12.2 This Deed contains the whole agreement between the parties in respect of the matters referred to herein.

EXECUTED as a deed

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

 Mayor

 Chief Executive Officer

National Australia Bank Limited
ACN 014044837 By its Attorney

- 6 -

Alan Maxwell Clark
of 22-23 King William St ADELAIDE

Business Banking Manager
in the State of South Australia
P.A. No. 7075-101
in the Presence of:

James Andrew Murray
180 Greenhill Road PARKSIDE SA 5063
PH (08) 8261 8304

National Bank being a person with a legal interest in the Land by registered mortgage
No. ~~XXXX~~ **HEREBY CONSENTS** to the Owner entering into this Deed.

lodged contemporaneously with this agreement Deed.

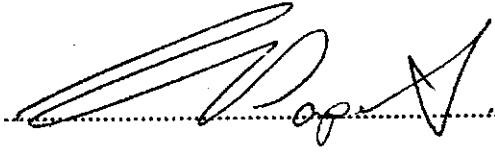
SIGNED by the said
GEORGE PAPAEMANOUIL
in the presence of: Ms Anna

) [Signature]
)
)

MARTHA SAVVA

SIGNED by the said
LYNNE PAPAEMANOUIL
in the presence of:

Msava

) 
)
)

.....
MARTHA SAVVA
.....

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.


.....
GEORGE PAPAEMANOUIL


.....
LYNNE PAPAEMANOUIL

Annexure A
“the Application Plans”

BACKUP DETECTION WOULD HAVE TO TALK TO
WITH AN BATTERY BACK UP AS P28 AS 2008

RESEARCH, ANALYSIS, AND POLICY

ELSON JOSEPH ABBOTT

ALL EXTERNAL, HYGIENIC DOORS TO BE FITTED WITH DRAUGHT
PROTECTOR (ORANGE THERMOPLASTIC STRIPS OR SIMILAR).

ALL TWO POST ACTIVE VALUE (SPAC) PERIODS MUST BE
CONTACTED AS PER TABLE D.15.1 OF THE BOA

ORIGINAL MATERIAL MAY BE REPRODUCED FOR PERSONAL USE ONLY. IT MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

FAIR NOTES

PROVIDE PETER HILL STAMPS AND BALLETTOERS BY TOP STAMPS
PROVIDE LOW HIGH BALLETTOERS WITH NO GARD Labels
NAME 120000 YENGLAND
SOLUB = 100000
CROSS = 200000
PROVIDE APPROVED WITH BLF FILLAGE OR CURRENT FIRM

Proposed new residence and additions to residence at no. 40 Westall St Hyde Park for Mr. G. Papaemanouil

DATE: _____ SCALE: _____
DRAWN: _____ SHEET: _____
REA: (sqm)

CONSTRUCTIVE COMMENTS TO BE MADE BY CONDUCTOR AFTER INSPECTION OF WORK

1. Satisfaction with Work: A clear statement as to the constructive points of the work and the deficiencies noted. (Optional for the contractor to make any comments.)

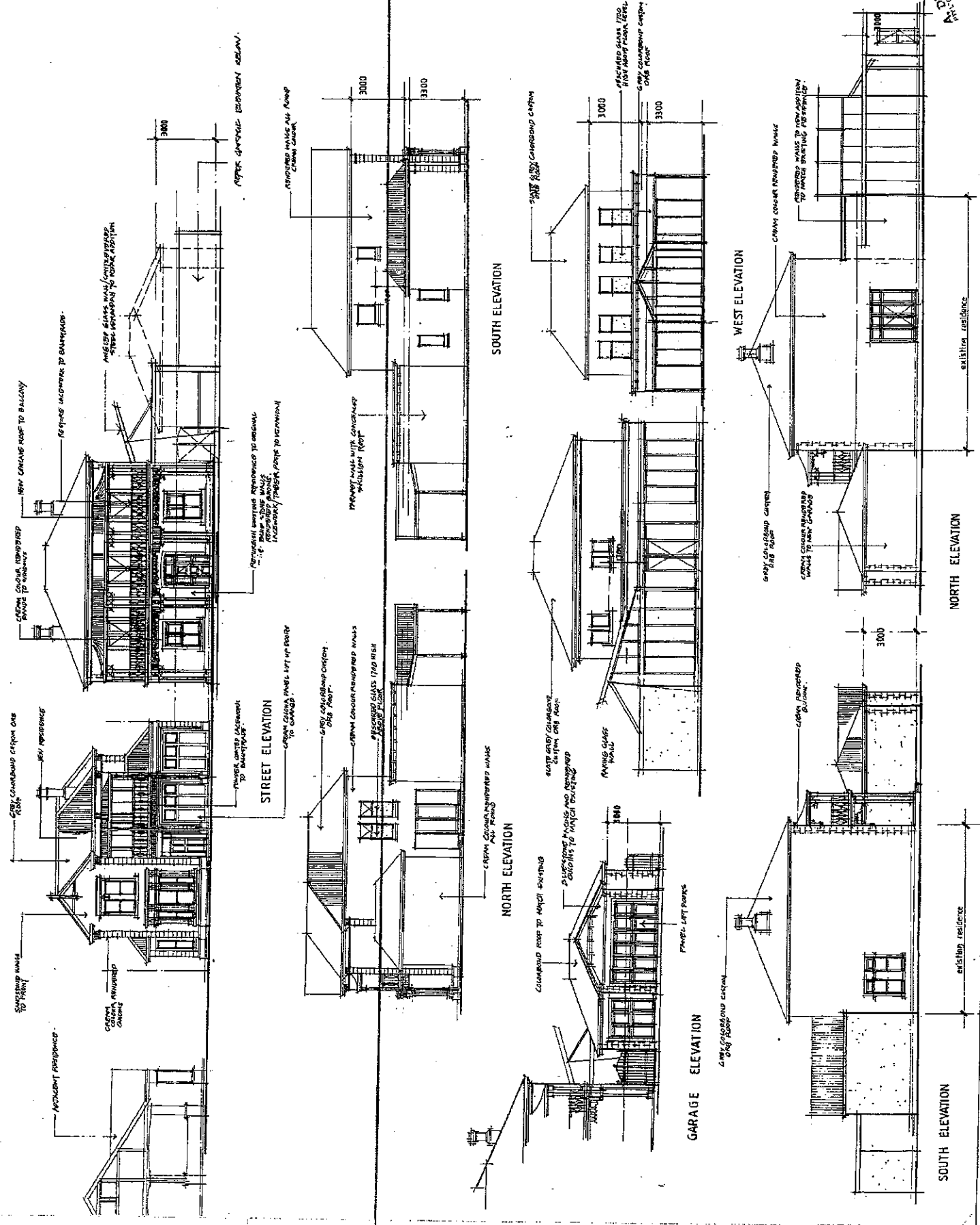
REMARKS: _____

DATE _____

REVISION _____

COMMENTS _____

A. D'AMORE AND ASSOCIATES
BUILDING DESIGNERS
1000 N. 7TH ST., SUITE 100
DENVER, CO 80202-6449
TEL 303/733-0000
FAX 303/733-0001
WWW.ADAMORE.COM



ANNEXURE B

DESIGN GUIDELINES

1. Repoint the bluestone front facade in accordance with the recommendations of a qualified and experienced stonemason all to the satisfaction of Council.
2. Render quoins to corners of building and around the front door in accordance with the recommendations of a qualified and experienced stonemason all to the satisfaction of Council.
3. Install new verandah with concave roof and lacework and slate concave edging to the satisfaction of Council.

DATED 31 MAY 2007

BETWEEN:

THE CORPORATION OF THE
CITY OF UNLEY

of the one part

AND

GEORGE PAPAEMANOUIL

of the other part

LAND MANAGEMENT AGREEMENT

BY DEED

NORMAN WATERHOUSE

Lawyers

Level 15

45 Pirie Street

ADELAIDE SA 5000

Telephone: 8210 1200