

7827167



LANDS TITLES REGISTRATION OFFICE SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

G W Hollidge

G W HOLLIDGE

Solicitor/Licensed Land Broker/Applicant

NO 1 & 2 in Series Reg'd.

Series No.	Prefix
<i>10</i>	<i>PP AG</i>

NOTES

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

RAV

BELOW THIS LINE FOR OFFICE USE ONLY

Date: 16 NOV 1994	Time: <i>14:25</i>		
FEES			
R.G.O.	POSTAGE	ADVERT	NEW C.T.
<i>60</i>			

Examined

De

please note 9-2-71
is entry of ...
Place ... of ...
at 302/41 and 5203/811

EXAMINATION

CORRECTION <i>Ex 20</i>	PASSED <i>[Signature]</i>
<i>23.3.95</i>	

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: SCAMMELL & CO AGENT CODE SCAM
 Correction to: SCAM

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

-
-
-
-
-

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

-
-
-
-
-

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

ITEM CTICL REF.	AGENT CODE

NO 4, IS M 7848191

66*99

16NOV1994 010080480L.T.O.

REGISTERED ... 3 MAR 1995

Michael Schwab

REGISTER GENERAL



DATED the 15TH day of NOVEMBER 1994

BETWEEN :

DISTRICT COUNCIL OF YANKALILLA

"the Council"

- and -

LINKS LADY BAY PTY. LTD

A.C.N. 065 268 868

"the Owner"

LAND MANAGEMENT AGREEMENT

SCAMMELL & CO
235 St Vincent Street
Port Adelaide S.A. 5015

Telephone : 47 4466
Facsimile : 3411566
Attention : G W Hollidge

W/3533M Agt#1 93 0252 GWH

3.14 The parties hereto hereby agree to cancel this Agreement and to register the cancellation thereof on the land in any of the following events :

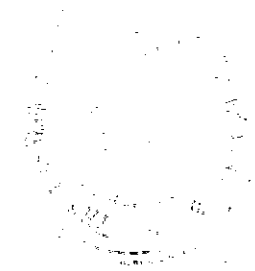
- (a) if the proposed Development Plan shall not be lodged within two (2) years from the date hereof and/or if, after lodgment, the Plan is withdrawn or not approved as the case may be;
- (b) if the Plan is lodged and approved then upon completion of the Golf course as required in this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

The Council

The Common Seal of the DISTRICT COUNCIL OF YANKALILLA was hereunto affixed in the presence of :

..... *[Signature]* Mayor *CHIRMAN*
 *[Signature]* The Chief Executive Officer



The Owner

The Common Seal of LINKS LADY BAY PTY. LTD. A.C.N. 065 268 868 was hereunto affixed in the presence of:)

..... *[Signature]* Director
 *[Signature]* Secretary



The Owner HEREBY CERTIFIES pursuant to Section 61(4) of the Planning Act 1982 that no other person has a legal interest in the land.

The Common Seal of LINKS LADY BAY PTY. LTD. A.C.N. 065 268 868 was hereunto affixed in the presence of:)

..... *[Signature]* Director
 *[Signature]* Secretary



- 3.8 The Council may delegate any of its powers under this Agreement to any person.
- 3.9 The Owner hereby indemnifies the Council and agrees to keep it forever indemnified in respect of the whole of its costs and expenses of an incidental to the negotiation preparation stamping and registration of this Agreement and the implementation of its terms.
- 3.10 The requirements of this Agreement are at all times to be construed as additional to the requirements of the Planning Act 1982 and any other legislation affecting the Land.
- 3.11 Each party shall do and execute all such acts documents and things as shall be necessary to ensure that this Agreement is registered and a memorial thereof entered on the Certificate of Title for the Land pursuant to the provisions of Section 61(5) of the Planning Act 1982 in priority to any other registrable interest in the Land save and except for the estate and interest of the Owner therein.
- 3.12 The Owner consents to the Council lodging a permissive caveat upon the Certificate of Title for the Land at any time after the execution of this Agreement by the Owner and the Council pending the registration of this Agreement upon the said Certificate of Title as a Land Management Agreement pursuant to Section 61 of the Planning Act 1982 and the Owner shall not take any step to bring about the removal of such caveat pending such registration.
- 3.13 This Agreement is conditional upon :
- (i) the Bank (if any) and any other person having a legal interest in the subject land at the time of registration of this agreement granting its consent in writing to the agreement;
 - (ii) the Purchaser obtaining an estate in fee simple to the land;
 - iii. the deposit by the Registrar-General in accordance with Section 223 LE (i) of the Real Property Act 1886 of a Plan of Division for Stage I substantially in the form depicted on the proposed Development Plan a copy of which is attached hereto.

or suffer or permit any other person to do or omit to do any act matter or thing upon such portion of the land which would constitute a breach of the provisions of this Agreement if such act matter or thing were done or omitted to be done by the Owner.

3.2 The Council and any employee or agent of the Council authorised by the Council may at any reasonable time (upto the completion of the Golf course but not afterwards) enter any portion of the land for the purpose of :

3.2.1 inspecting the land or any portion or portions thereof;

3.2.2 exercising any other powers of the Council under this Agreement or pursuant to law.

3.3 If the Owner is in breach of any provision of this Agreement, 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 actions upon the Land and recover any costs thereby incurred from the Owner.

3.4 This Agreement may not be varied except by a Supplementary Agreement signed by the Council and the Owner.

3.5 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.

3.6 This Agreement contains the whole agreement between the parties in respect of the matters referred to herein.

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

3.7.1 posted to the Owner's last address known to the Council; or

3.7.2 affixed in a prominent position on the Land.

2.7.2 If the Owner disagrees with the Council's Notice and the Council and the Owner cannot agree within 14 days of service on the Owner of the Council's Notice as to whether the Golf Course is complete, such dispute shall be referred to arbitrators determination and if the arbitrator determines that work is to be undertaken to complete the Golf course the Owner shall cause to be completed that work and give a further Notice of Completion to the Council.

2.7.3 The arbitrator shall be a person agreed between the parties or failing agreement within three (3) weeks after either party has given to the other a written request to concur in the appointment of an arbitrator, then the matter may be referred to the arbitration of two arbitrators one of whom shall be the nominee of the President of the chapter or area committee of the Royal Australian Institute of Architects in the State of South Australia and the other of whom shall be the nominee of the President of the Master Builders Association in the State of South Australia and if such arbitrators shall fail to agree then to an umpire to be appointed by them.

Either party may request such nomination to be made by those respective bodies.

The decision made by the arbitrator or arbitrators or the umpire as the case may be, appointed pursuant to this clause, shall be final and binding upon the Council and the Owner.

The costs of the arbitrator and/or arbitrators and/or umpire shall be borne equally between the parties.

Each party shall separately bear its own respective legal costs (if any) incurred in connection with any such arbitration.

3. Miscellaneous Provisions

3.1 The Owner shall not grant any lease or licence easement or other right of nature whatsoever which may give any person the right to possession or control or entry upon any portion of the land unless such grant shall be expressed in writing and shall contain as an essential term thereof a covenant by the grantee not to do or omit to do

For the purposes of this agreement "Stage I" is defined as comprising those 94 allotments marked "Stage I" on the copy of the proposed Development Plan annexed hereto and therein delineated and edged Red.

- 2.2 For the purposes of this Agreement the Golf course shall be deemed to be complete when the following works have been completed namely construction of all fairways, construction of all greens, construction of all tees, complete installation of automatic watering system, completion of all landscaping works and completion of sowing and planting of lawns, trees, shrubs and plantings as required by Council's development approval for Stage I.

The construction of clubhouse rooms shall not be a requirement for this purpose.

- 2.3 The Owner will carry out the said works in the manner depicted in the said proposed Development Plan to be attached to the proposed Development Application and as required in accordance with the Council's conditions of approval thereof for Stage I.

- 2.4 When, in the opinion of the Owner's architect the Golf course is complete, the Owner shall give to the Council notice in writing accompanied by the Owner's architect's certificate of practical completion ("Notice of Completion"). The Council will inspect the golf course within one month of receipt of the Notice of Completion.

- 2.5 If the Council is not satisfied that the Golf course is complete the Council will, within one month of receipt of the Notice of Completion give to the Owner notice in writing of those matters or things the Council reasonably requires to be completed ("the Council's Notice").

- 2.6 If the Owner is not served with the Council's Notice pursuant to the preceding sub-clause, the Golf course shall be deemed to be completed on the date being one calendar month after the date of service on the Council of the Notice of Completion.

- 2.7 If the Owner is served with the Council's Notice, then the Owner shall :

- 2.7.1 If the Owner agrees with the Council's Notice cause the works to be completed as specified in the Council's Notice and serve a further Notice of Completion upon the Council; or

administrators and transferees and where the Owner consists of more than one person or company the term includes each 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;

- (d) The term "person" shall include a corporate body;
- (e) The term "the land" shall include any part or parts of the land;
- (f) Words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively;
- (g) Words importing any gender shall include every gender;
- (h) 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;
- (i) Any clause headings or marginal notes are for reference purposes only and shall not be resorted to in the interpretation of this Agreement.

1.3 If any provision of this Agreement 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 Agreement.

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

2. The Owner's Obligations

2.1 The Owner shall cause the Golf course described in the said Application to be substantially constructed and completed before commencing sale of allotments in Stages II, III, IV, V, VI and VII (the intention being that the Owner shall be entitled to sell allotments in Stage I only prior to completion of the Golf course).

F. The proposed development will be divided into the following stages :

- (a) Stage I 94 allotments
- (b) Stage II x allotments
- (c) Stage III x allotments
- (d) Stage IV x allotments
- (e) Stage V x allotments
- (f) Stage VI x allotments
- (g) Stage VII x allotments

G. In order to address these concerns and in pursuance of the provisions of Section 61 (2) of the Act the parties have agreed to enter into this Agreement relating to the development of the land subject to the terms and condition hereinafter mentioned.

NOW THIS DEED WITNESSTH as follows :

1. Interpretation

- 1.1 The parties acknowledge that the matters hereinbefore recited are true and accurate and agree that they shall form part of the terms of this Agreement.
- 1.2 In the interpretation of this Agreement unless the context shall otherwise require or admit :
 - (a) Words and phrases used in this Agreement which are defined in the Planning Act 1982 shall have the meanings ascribed to them by that Act;
 - (b) 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;
 - (c) The term "the Owner" means the persons being registered or entitled to be registered as the proprietor or an estate in fee simple to the Land subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Title thereof and where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes his heirs, executors,

THIS AGREEMENT made the 15TH day of NOVEMBER 1994

BETWEEN : DISTRICT COUNCIL OF YANKALILLA
Post Office Box 9, Yankalilla 5203 (hereinafter
with its successors and assigns called "the
Council") of the first part

AND : LINKS LADY BAY PTY. LTD. A.C.N. 065 268 868 of
133 Archer Street, North Adelaide 5006 in the
said State (hereinafter called "the Owner") of
the second part

WHEREAS :

- A. The Owner is the proprietor of an estate in fee simple in that portion of the land comprised in Certificate of Title Register Book Volume 3309 Folio 41 which is marked Lots 710, 711, 712 and 800 in DP 40732 (hereinafter called "the land") and situate at Section 1010 Hundred of Yankalilla County of Hindmarsh in the State of South Australia.
- B. The land is presently zoned "general farming".
- C. The Owner has lodged an Application (hereinafter called "the Application") for planning authorisation pursuant to the provisions of the Planning Act 1982 (hereinafter called "the Act") from the State Planning Authority to divide the land (including other land) into approximately five hundred (500) allotments in conjunction with the creation of a Golf course upon the said land (together with other land).
- D. Save and except for the Owner and the Bank as at the date of entering into this Agreement no other person or persons have any legal interest in the Owner's land.
- E. The Council is concerned to ensure that the development of the Golf course is substantially complete prior to the sale of the allotments in the second stage of the development.



APPLICATION TO REGISTER LAND MANAGEMENT AGREEMENT (DEVELOPMENT ACT 1993)

To : The Registrar-General

THE DISTRICT COUNCIL OF YANKALILLA ✓ HEREBY APPLIES pursuant to the provisions of Section 57 (5) of the Development Act 1993 to note the attached Deed dated the 15TH day of NOVEMBER ✓ 1994 and made between THE DISTRICT COUNCIL OF YANKALILLA aforesaid as the Council of the one part and LINKS LADY BAY PTY. LTD. A.C.N. 065 268 868 of 133 Archer Street, North Adelaide 5006 ✓ as the Owner of the other part as a Land Management Agreement pursuant to Section 57 (2) ✓ of the said Act. The said Deed binds

~~THE WHOLE OF THE LAND~~ comprised in Certificate of Titles AND VOLUME 203 FOLIO 81 and portion of MARKED LOTS 710, 711, 712 & 800 IN Register Book A Volume 3309 Folio 41 as set out in the DP 40732.

attached Deed and operates to control the future management of the said land.

NOW WHOLE OF THE LAND IN

C.T. VOL. 5254 FOL. 631, 633 & 632 RESP. NOVEMBER 1994.

DATED the 15TH day of

The Common Seal of THE DISTRICT COUNCIL OF YANKALILLA was hereunto affixed in the presence of :

..... Mayor CHAIRMAN
..... The Chief Executive Officer

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

The Common Seal of LINKS LADY BAY PTY. LTD. A.C.N. 065 268 868 was hereunto affixed in the presence of:)

..... Director
..... Secretary



Handwritten notes:
Plot 40732
4 x 800 IN
DP 40732
C.T.
Enclosing over whole of land in these titles
16.12.94
[Signature]