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4 of 8 Fees: \$94.0

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BELOW THIS LINE FOR OFFICE USE ONLY

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LANDS TITLES REGISTRATION OFFICE SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR GENERAL

BELOW THIS LINE FOR AGENT USE: ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886
OF THE NEAR INOPERTY ACT 1000
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C. STEINERT
AGENT CODE
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Correction to: Colin J Steinert & Associates CJSA
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(Pursuant to S. 57(5) of the Development Act 1993)

To the Registrar General

- 1. Clare & Gilbert Valleys Council of 4 Gleeson Street Clare SA 5453 has entered into the attached Land Management Agreement dated the /grith day of MARCH 2004 ("Agreement") with C. & L. Investments Pty. Ltd. ACN 007 965 460 and Valley Road Properties Pty. Ltd. ACN 007 960 054 both of P.O. Box 191 Campbelltown 5074 pursuant to S. 57(2) of the Development Act 1993 ("the Act")
- 2. The Agreement relates to the management, preservation and conservation of Allotments 8, 9, 10, 11, 38 to 49 inclusive, 51 to 56 inclusive and Allotments 500 and 501 in DP 64306 being portion of the land comprised in Certificate of Title Register Book Volume 5905 Folio 288 ("the land")

NOW THEREFORE the Council applies pursuant to S. 57(5) of the Development Act 1993 to note the Land Management Agreement against the land.

DATED the 18 TH day of MARCH. 2004

THE COMMON SEAL OF
CLARE & GILBERT VALLEYS COUNCIL
was hereunto affixed in the presence of:

Mayor

Chief-Executive Officer

GMAD Stage 1

THIS DEED is made the

18TH

day of MARCH

2004

BETWEEN:

CLARE & GILBERT VALLEYS COUNCIL of 4 Gleeson Street, clare 5453 (hereinafter with its successors and assigns called "Council") of the one part

AND

C. & L. Investments Pty. Ltd. ACN 007965460 and Valley Road Properties Pty. Ltd. ACN 007960054 both of P.O. Box 191 Campbelltown 5074 (hereinafter with its successors and assigns called "Owner") of the other part

WHEREAS:-

- A. The Owner is the proprietor or entitled to be the proprietor of an estate in fee simple in the whole of the land comprised in Certificate of Title Register Book Volume 5905 Folio288, (hereinafter called "Land");
- B. By the Development Application numbered 433/D507/02-002 (hereinafter called "Development Application") the Owner applied to the Council for approval pursuant to the Development Act, 1993 (hereinafter called "the Act") to divide the Land into twenty four (24) separate residential allotments. A copy of the plan of division relating to the Development Application is annexed hereto and marked with the letter "A" (hereinafter called "Plan of Division");
- C. Annexed hereto and marked with the letter "B" are a bundle of twenty four (24) plans relating to Allotments 8,9,10,11, 38 to 49 inclusive, 51 to 56 inclusive and Allotments 500 & 501 ("Tree Retention and/or Building Envelope Allotments") being portions of the Land which plans:-
 - (1) identify trees, and
 - (2) delineate building envelopes,

on each of the Tree Retention and/or Building Envelope Allotments (hereinafter called "the Tree Retention and Building Envelope Plans");

D. The Council wishes to ensure that the trees identified on the Tree Retention and Building Envelope Plans (hereinafter called "Trees") are retained.

- E. The Council also wishes to ensure that no dwelling, outbuilding or water tanks shall be erected on Allotments as numbered in item C, outside of the boundaries of the areas delineated and marked "Building Envelope" on the Tree Retention and Building Envelope Plans (hereinafter each such area shall be called "the Building Envelope Area/s");
- F. This Deed only applies to those portions of the Land comprising the Allotments as numbered in Item C;
- G. 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 future management, preservation and conservation of those portions of the Allotments as numbered in Item C identified as Trees and delineated as Building Envelopes subject to the terms and conditions that follow.

NOW THIS DEED WITNESSETH

1. Interpretation

- 1.1 The parties acknowledge that the matters set out in clauses A to G inclusively 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:
 - (a) words and phrases used in this Deed which are defined in the Act, shall unless otherwise defined by the provisions of this Deed, have the meanings ascribed to them by the Act;
 - (b) references to a statute or subordinate legislation or to the Development Plan made pursuant to the Act, shall include all statutes, subordinate legislation and Development Plans amending, consolidating or replacing the statute or subordinate legislation or Development Plan referred to;
 - (c) the term "Owner" where the Owner is a company includes is successors, assigns and transferees and where the Owner is a person,

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includes his or her 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 as the proprietor of an estate in fee simple in the Land subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Title thereof;

- (d) the term "person" shall include a corporate body;
- (e) the term "Land" shall include any part or parts of the Land;
- (f) the term "dwelling" shall mean a building or part of a building used as a self-contained residence;
- (g) the term "outbuilding" shall mean a building associated with a dwelling such as a shed, garage, carport, water storage tank or other like structure;
- (h) the term "clearance" in relation to the Tree s shall mean the killing, destruction, removal or burning of such Trees; the severing of branches, limbs, stems or trunks of such Tree s; any other substantial damage to Trees;
- (i) words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively;
- (j) words importing any gender shall include every gender; and
- (k) any clause headings or marginal notes are for reference purposes only and shall not be resorted to in the interpretation of this Deed.
- 1.3 If any provision of this Deed shall be found by a Court of competent jurisdiction to be invalid or unenforceable in law then in such case the parties hereby request and direct such Court to sever such provision from this Deed.

- 1.4 The law governing the interpretation and implementation of the provisions of this Deed shall be the law of South Australia.
- 1.5 The parties expressly declare and agree that where an inconsistency exists between the provisions of this Deed and the provisions of the Development Plan, the provisions of this Deed prevail.

2. The obligation of the Owner

2.1 Construction of building work

The Owner shall not cause, suffer or permit to be erected on any Allotments as numbered in Item C, any dwelling, outbuilding or watertank outside the Building Envelope Areas, unless otherwise approved in writing by the Council.

2.2 Retention of Trees

The Owner will not cause, suffer or permit the clearance of any Tree depicted in the Tree Retention and Building Envelope Plans, unless otherwise approved in writing by the Council or as directed by the Country Fire Service.

3. Right of entry

- 3.1 The Council and any employee or agent of the Council authorized by the Council may at any reasonable time enter any of the Allotments a set out in item C, for the purpose of:
 - 3.1.1 inspecting the Building Envelope Area;
 - 3.1.2 inspecting any one or more of the Tree s;
 - 3.1.3 exercising any other powers of the Council under this Deed or pursuant to law.
- 3.2 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, by reasonable means, the breach within such time as may be nominated by the Council in the notice (being not less then 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 servant or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon Allotments as set out in item C, as the case may be and recover any reasonable costs thereby incurred from the Owner.

4. Operation of this Deed

The parties expressly declare and agree that the provisions of this Deed shall not be binding or impose any obligation upon them unless and until the date the Registrar-General deposits the Plan of Division in the Lands Titles Registration Office pursuant to the provisions of the Real Property Act, 1886.

5. Rescission

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In the event that any development authorisation obtained for the Development Application lapses or expires by virtue of the provisions of the Act without being implemented by the Owner or in the event that the Registrar-General does not deposit the Plan of Division in the Lands Titles Registration Office the Council agrees to rescind this Deed at the request of the Owner and the reasonable costs of and incidental to the preparation, stamping and registration of the Deed of Rescission should be borne by the Owner.

6. Miscellaneous Provisions

- 6.1 This Deed may not be varied except by a Supplementary Deed signed by the Council and the Owner.
- 6.2 The Council may waive compliance by the Owner with the whole or any part of the obligations on the part of the Owner herein contained provided that no such waiver shall be effective unless expressed in writing and signed by the Council.
- 6.3 This Deed contains the whole agreement between the parties in respect of the matters referred to herein.
- 6.4 Notice for the purposes of this Deed shall without prejudice to any other means of giving notice be properly served on the Owner if it is in writing and signed for or on behalf of the Council and either delivered by hand or sent by

post or sent by facsimile transmission to the Owner to the last known address of the Owner. Such notice shall be deemed to have been given at the time of such delivery or upon the date five (5) days after such posting.

- Notice for the purposes of this Deed shall without prejudice to any other means of giving notice be properly served on the Council if it is posted, sent by facsimile transmission or delivered to the principal office of the Council.
- 6.6 The Council may delegate any of its powers under this Deed to any person.
- 6.7 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 Allotments as set out in Item C.
- 6.8 The Owner indemnifies the Council and agrees to keep it forever indemnified in respect of the whole of its costs including legal costs and expenses of and incidental to the negotiation and preparation of this Deed and the implementation of its terms. The Owner shall pay all stamp duty and registration fees associated with the Deed.
- 6.9 Each party shall do and execute all such acts documents and things as shall be necessary to ensure that this Deed is registered and a memorial thereof entered on the Certificates of Title for the Land pursuant to the provisions of Section 57(5) of the Act.
- 6.10 The Owner acknowledges that should it breach any of the provisions of this Deed in particular, by way of the unauthorized clearance of Tree s that are to be retained, that the Council may institute enforcement action against it pursuant to the Act.

IN WITNESS WHEREOF the parties hereto have executed this Deed.

THE COMMON SEAL of the CLARE AND
GILBERT VALLEYS COUNCIL was hereunto
affixed in the presence of:
207 //
Mayor A. Mayor
Mayor
() () () () () () () () () () () () () (
Chief Executive Officer
•
C. & L. Investments Pty. Ltd ACN 007965460
by authority of the Director Colin John
Steinert of Suite 3, 1 Sudholz Road, Gilles
Plains 5086
Signed in his capacity as Sole Director and Sole
Secretary of the Company
\sim
Valley Road Properties Pty. Ltd. ACN
007960054 by authority of the Director Colin
John Steinert of Suite 3, 1 Sudholz, Gilles
Plains 5086
Signed in his capacity as Sole Director and Sole
Signed in his capacity as Sole Director and Sole Secretary
Secretary
Secretary

NATIONAL AUSTRALIA BANK LIMITED (ACN 004044937) being persons with a legal interest in the land by virtue of Mortgage registered number 9706308 hereby consent to the Owner entering into this Deed.

Full Name:

Full Name of Witness:

Signing Capacity:

Address: National Australia Bank Limited ACN 004044937 By its Attorney

P/A

of 22-28 King William St ADELAIDE

ANDREW RAY BARKER

Business Banking Manager In the State of South Australja P.A. No. 7075481

In the Present

SIMON CAVUOTO

33 Rundle Street KENT TOWN S.A. 5067

PH 03 81302600

Address:

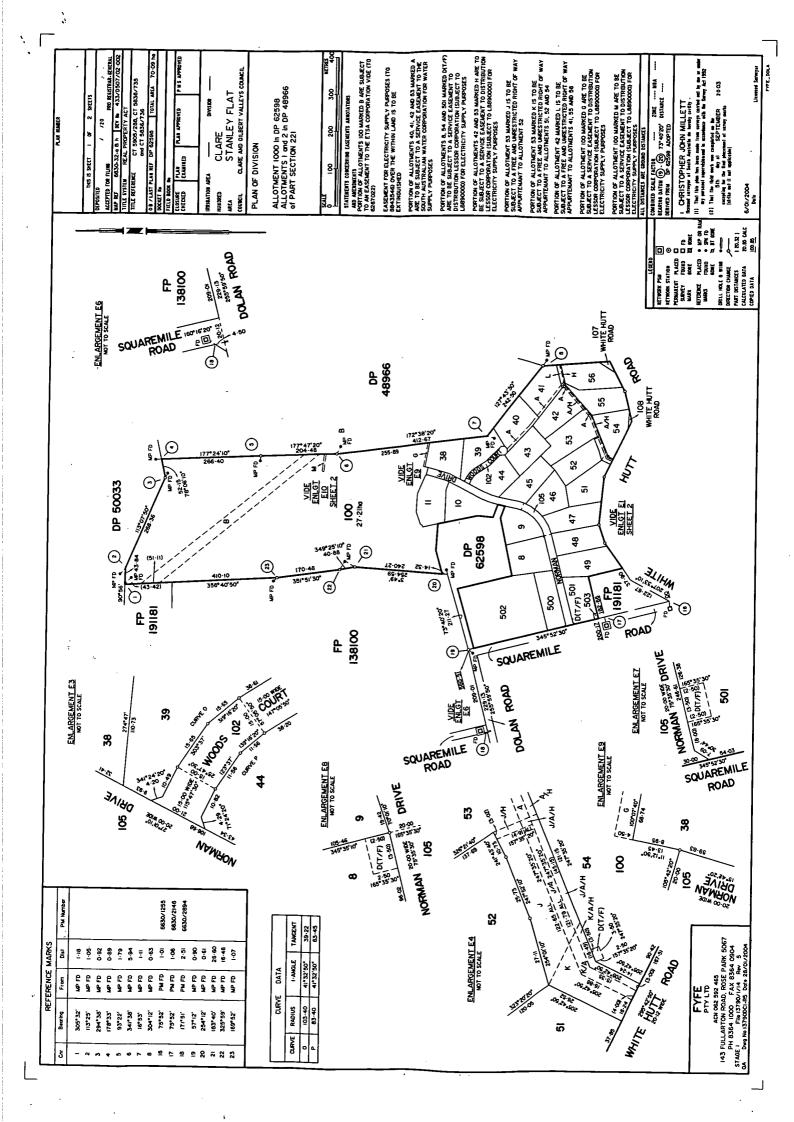
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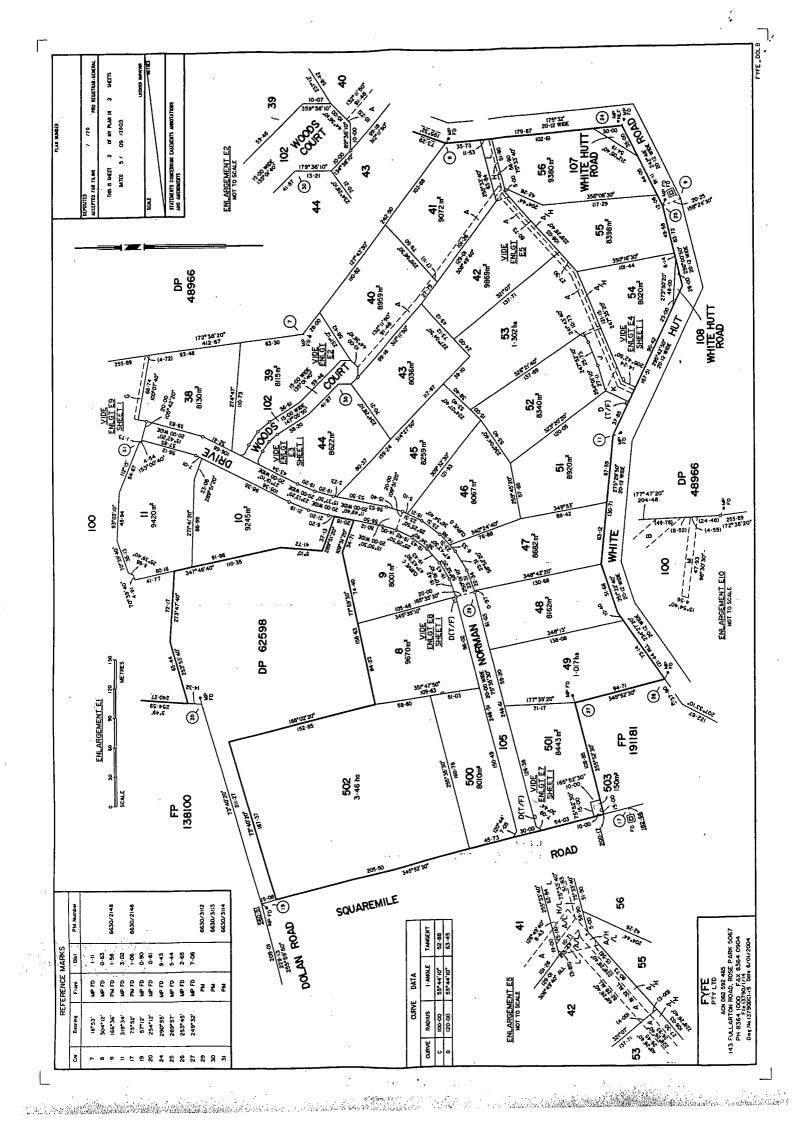
THE OWNER HEREBY CERTIFIES pursuant to Section 57(4) of the Act that no other person has a legal interest in the land.

C. & L. Investments Pty. Ltd. ACN 007965460
by authority of the Director Colin John
Steinert of Suite 3, 1 Sudholz Road, Gilles
Plains 5086
Signed in his capacity as Sole Director and Sole
Secretary of the Company
, , , , , , , , , , , , , , , , , , ,
Valley Road Properties Pty. Ltd. ACN 007960054 by authority of the Director Colin
John Steinert of Suite 3, 1 Sudholz, Gilles
Plains 5086
Signed in his capacity as Sole Director and Sole
Secretary of the Company

ANNEXURE "A"

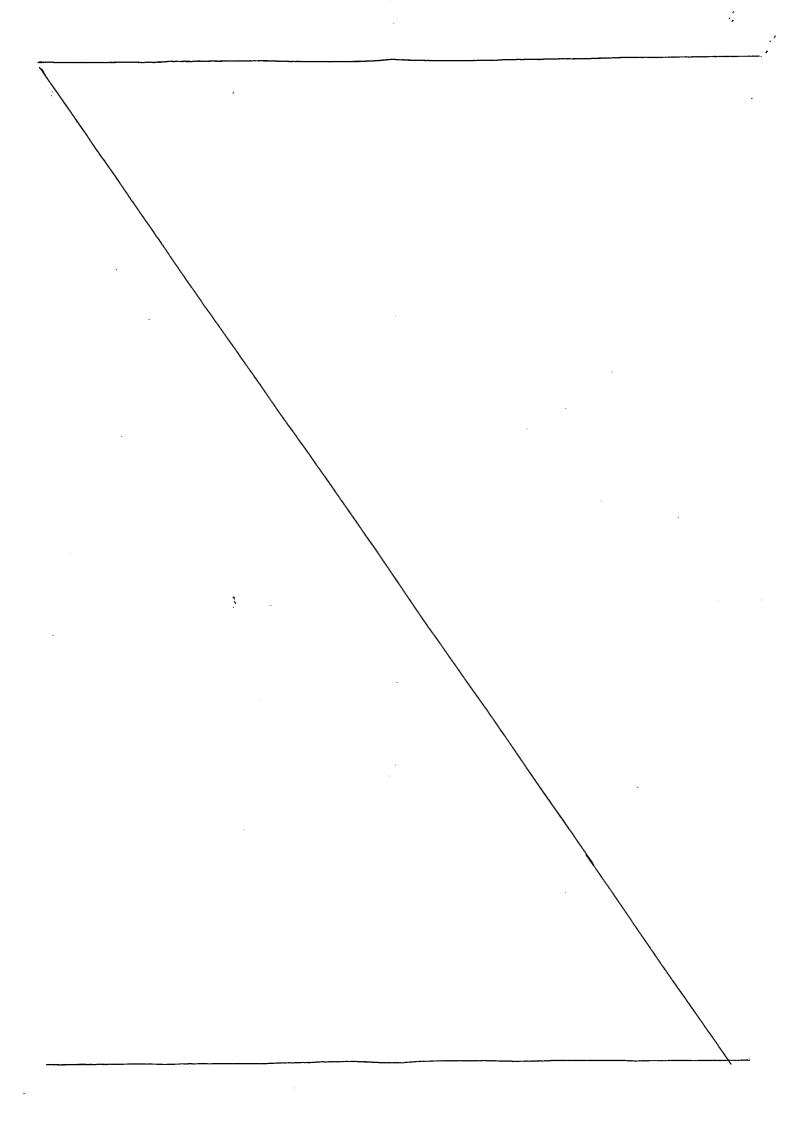
"PLAN OF DIVISION"

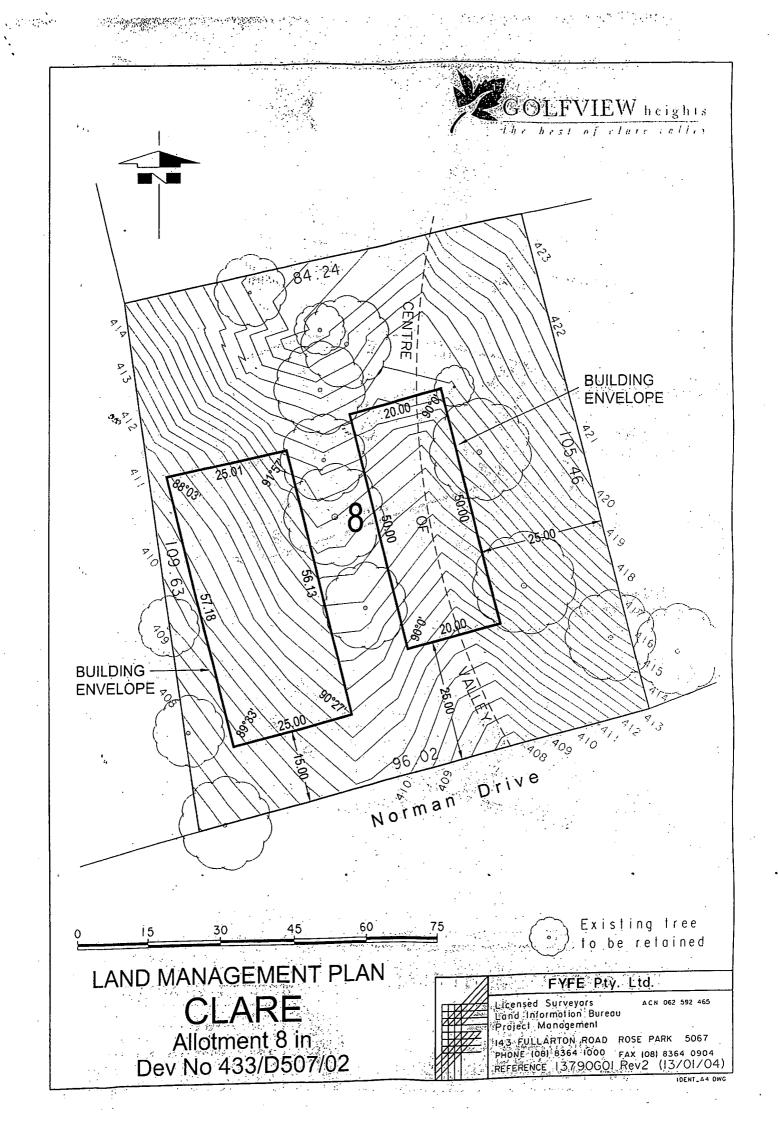


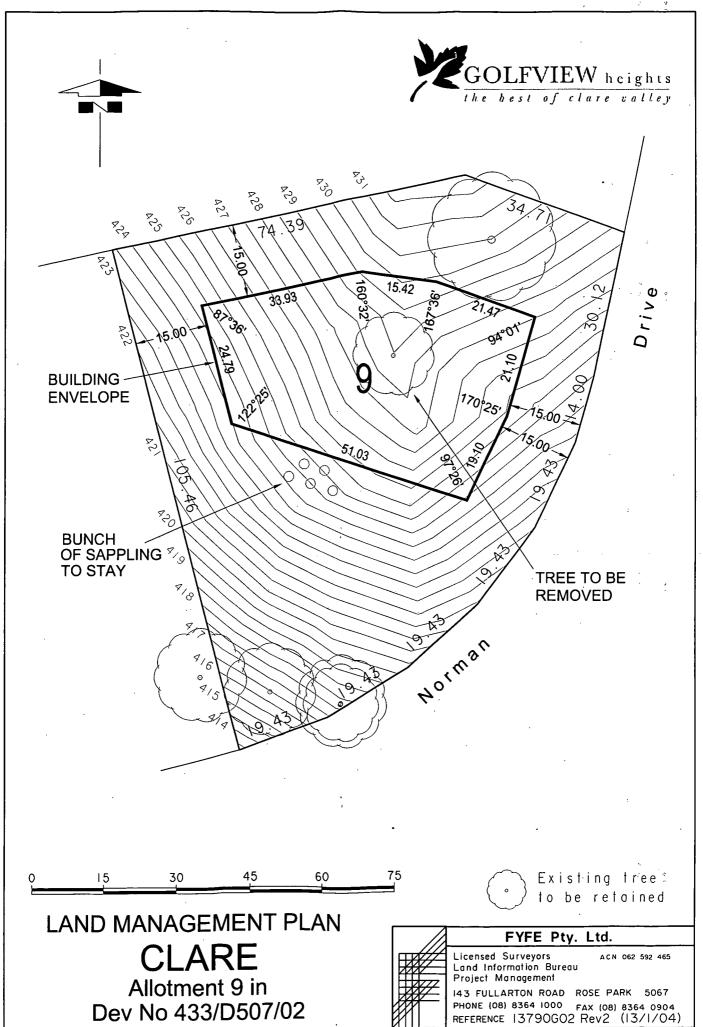


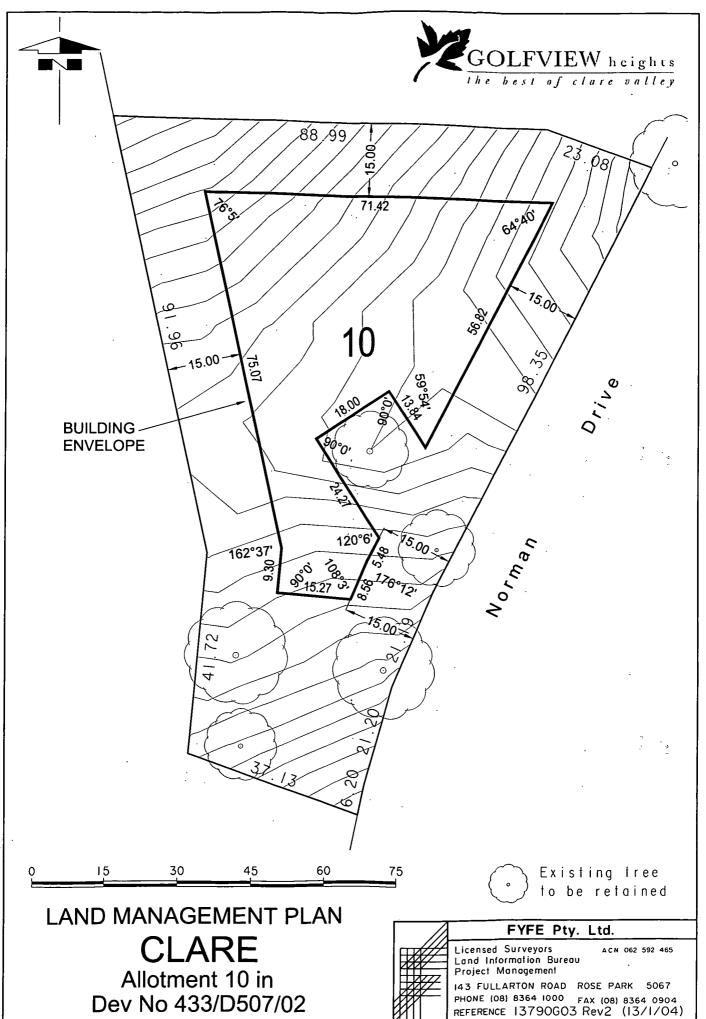
ANNEXURE "B"

"TREE RETENTION &/OR BUILDING ENVELOPE ALLOTMENTS"

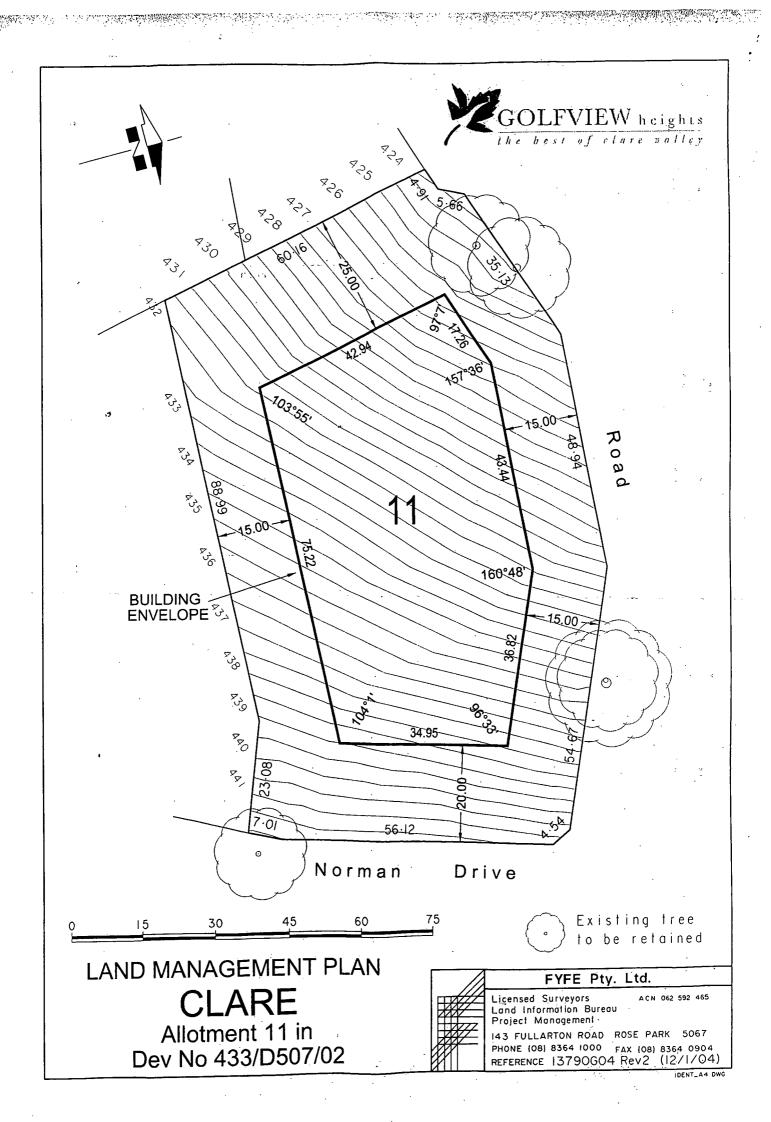


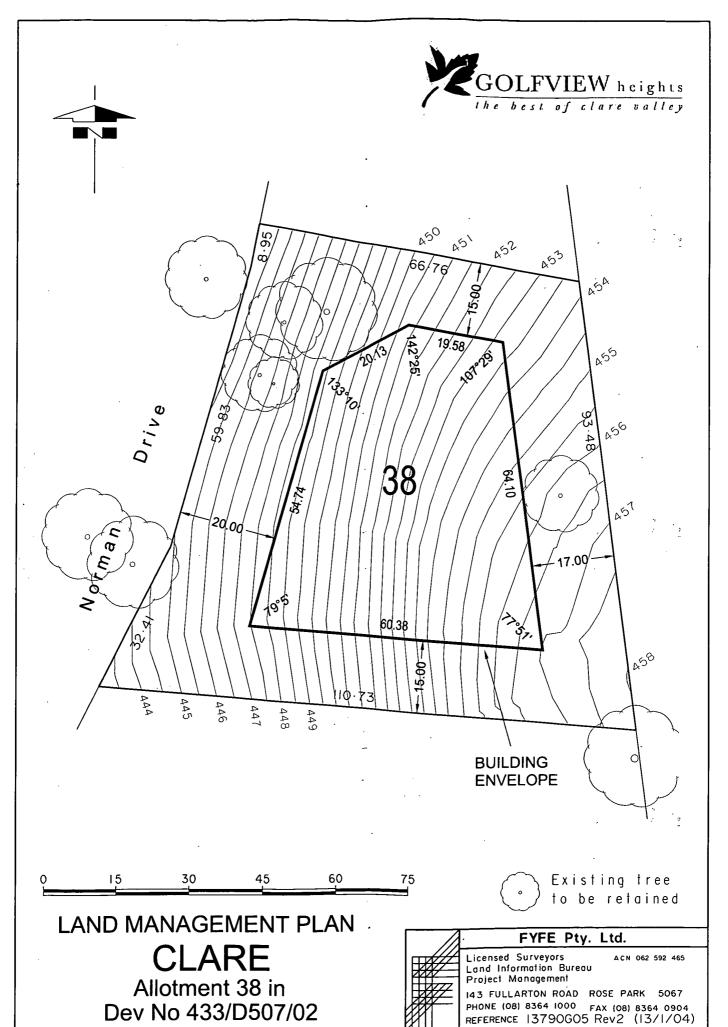




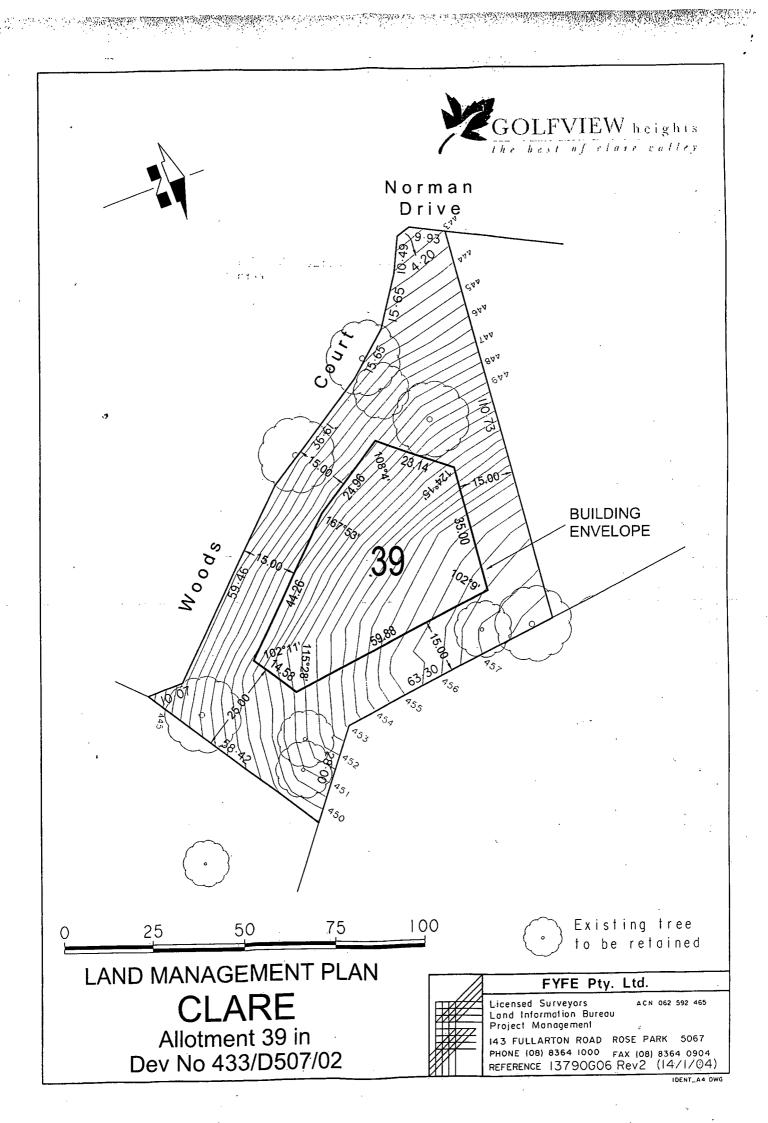


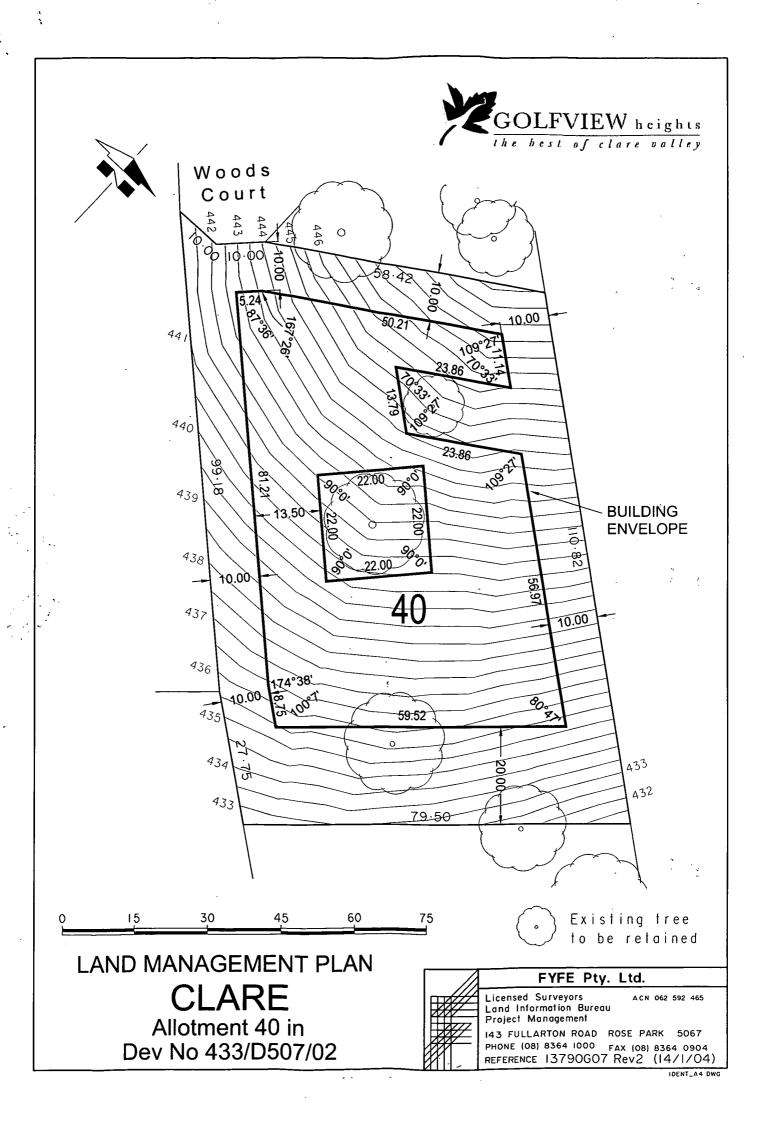
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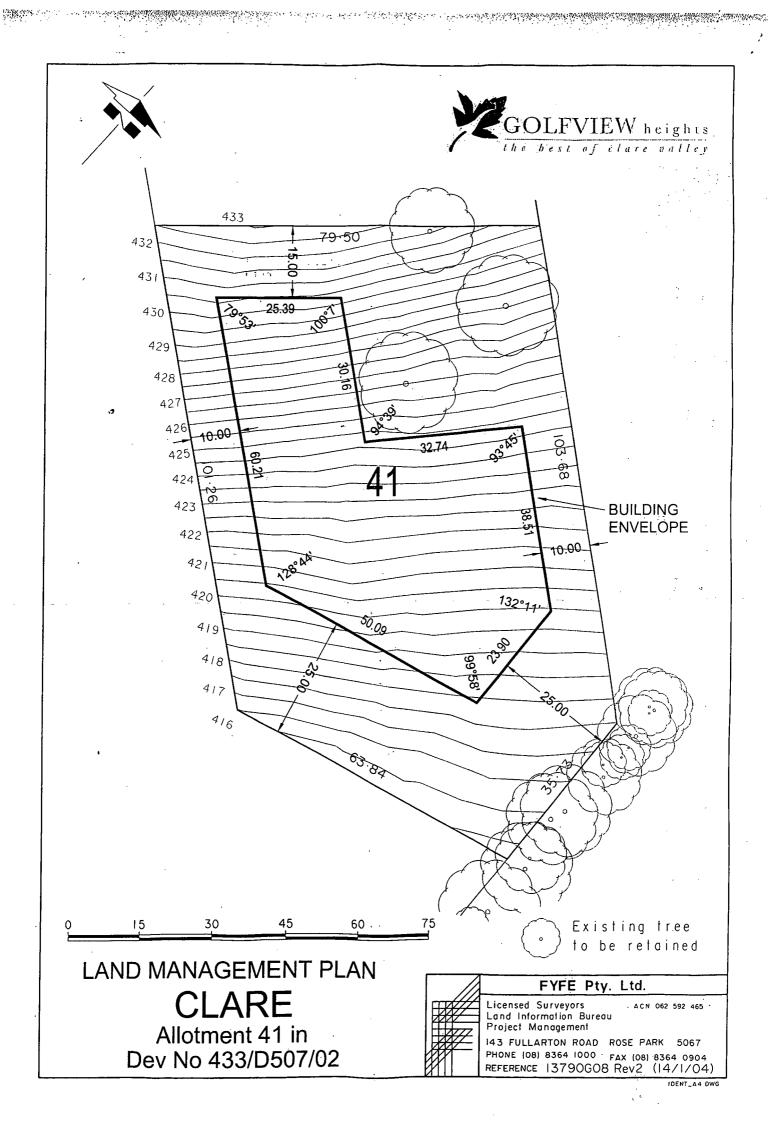


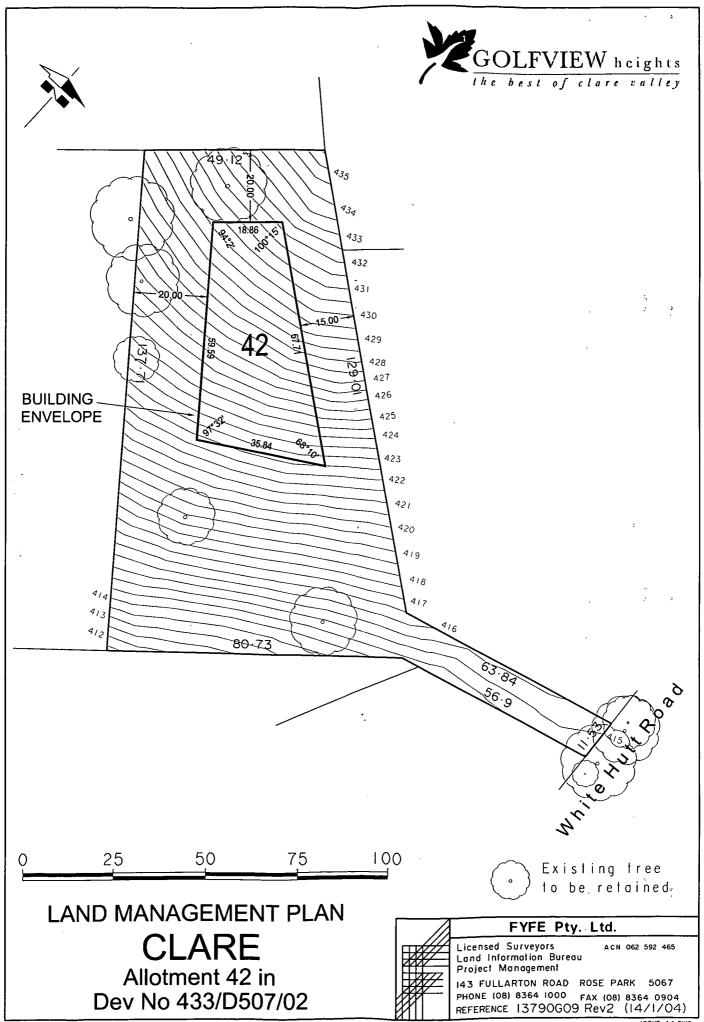


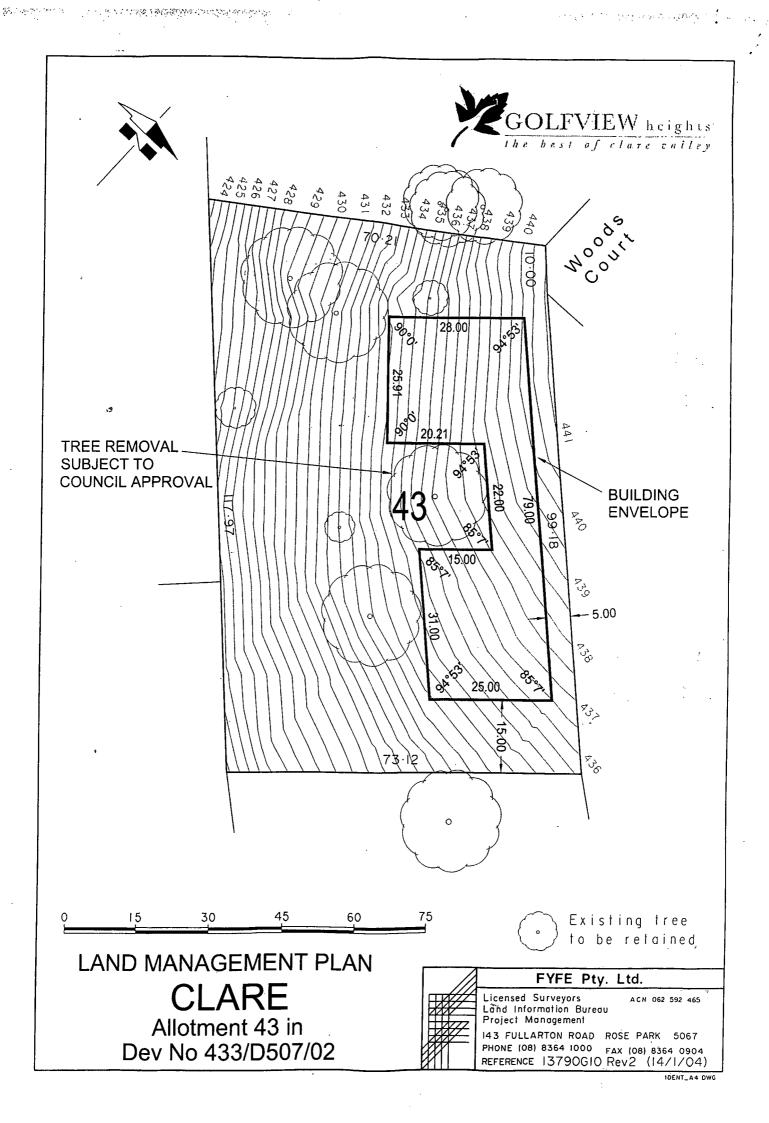
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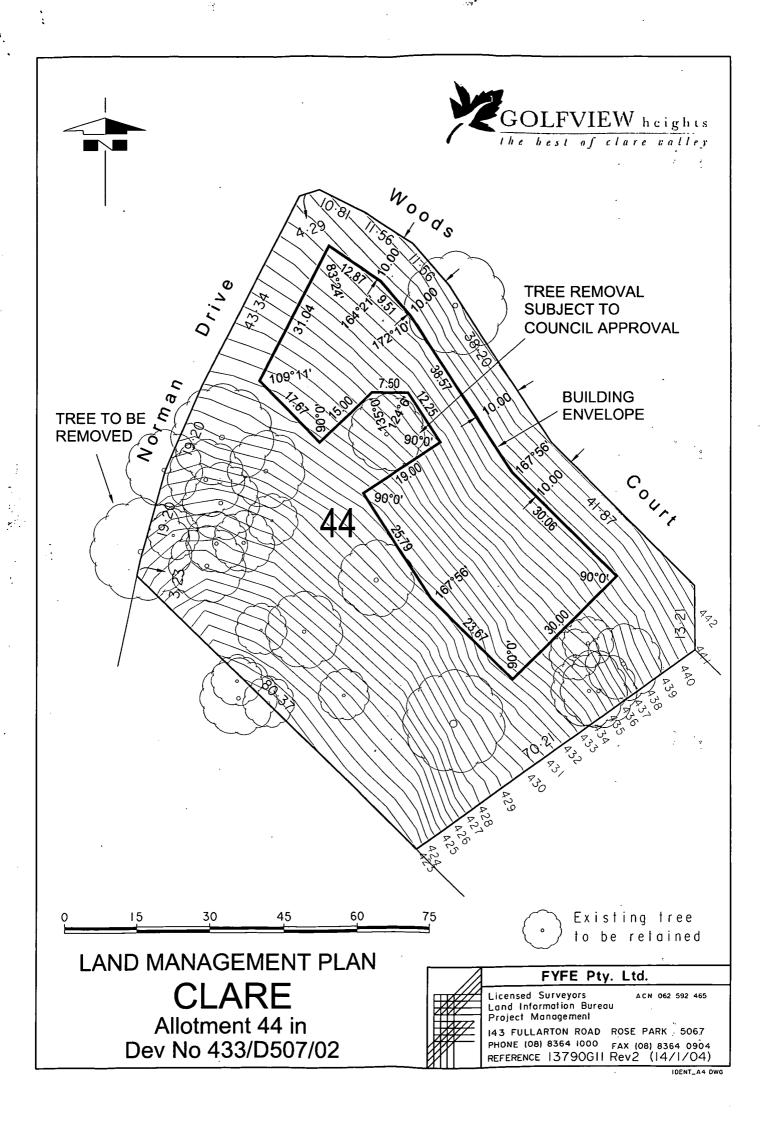


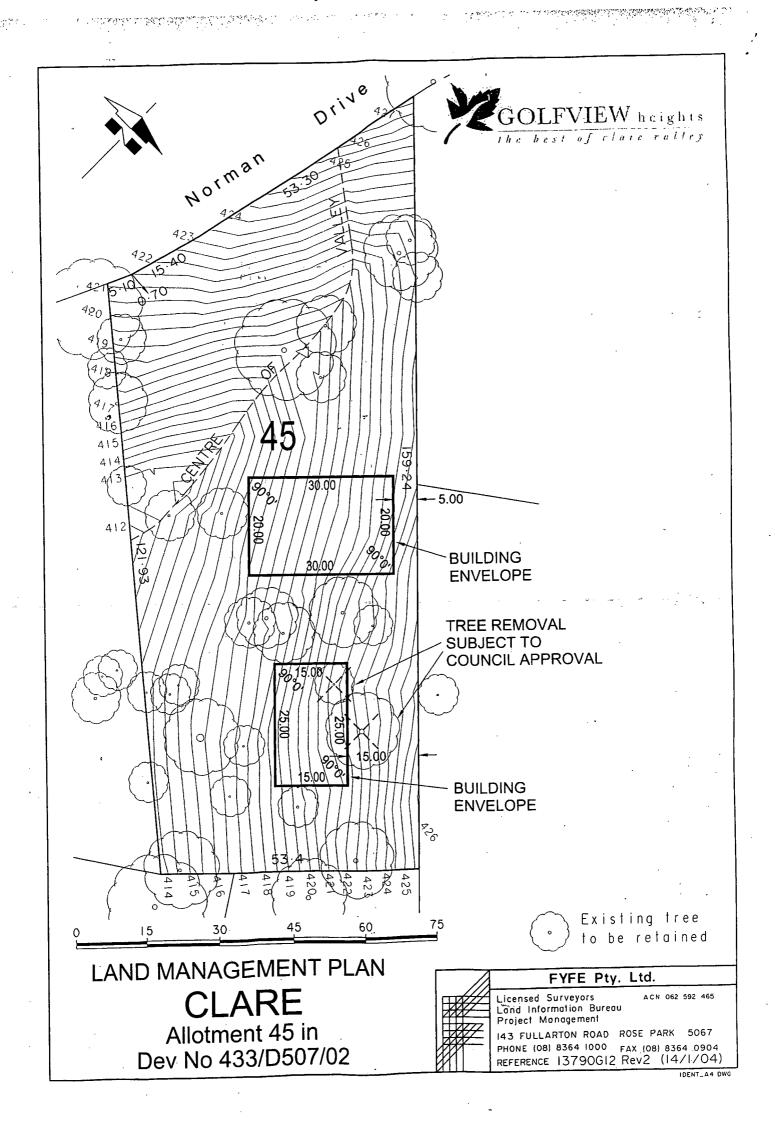


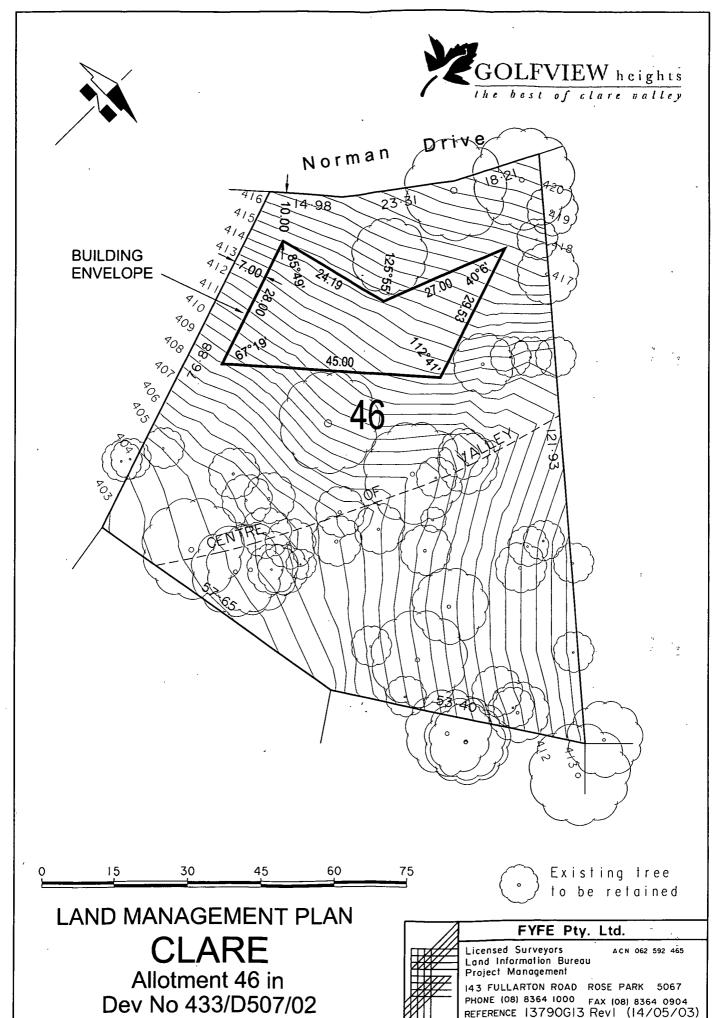


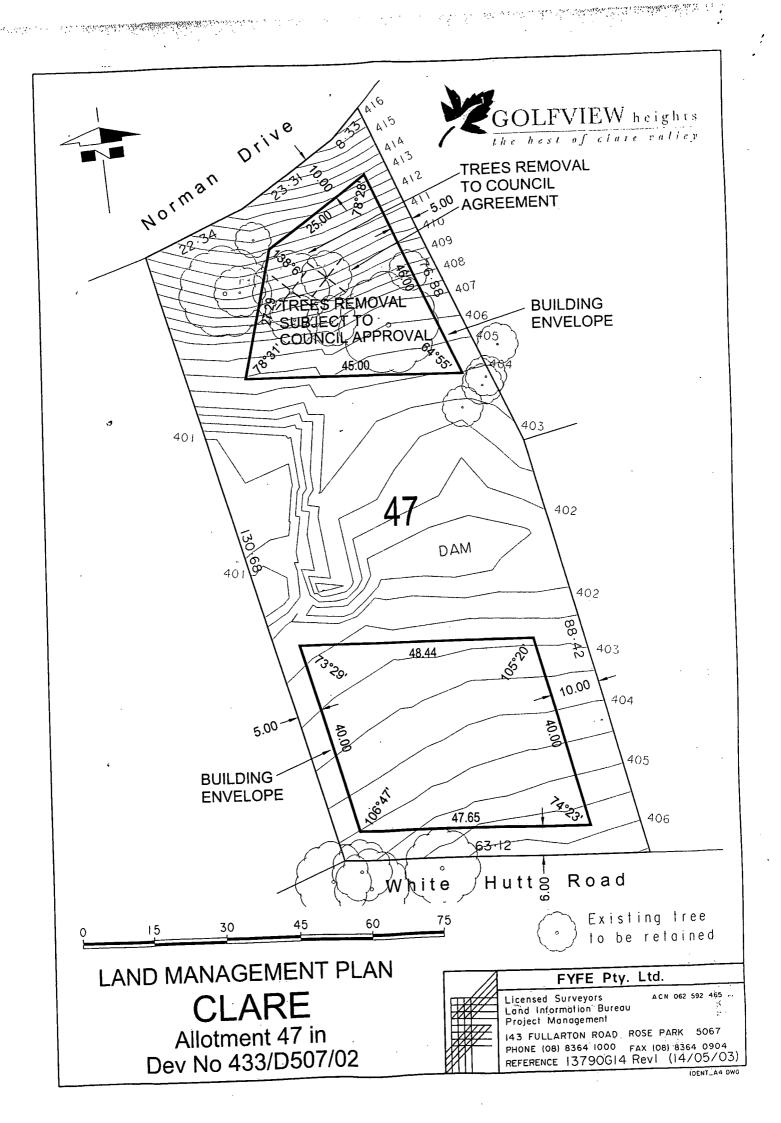


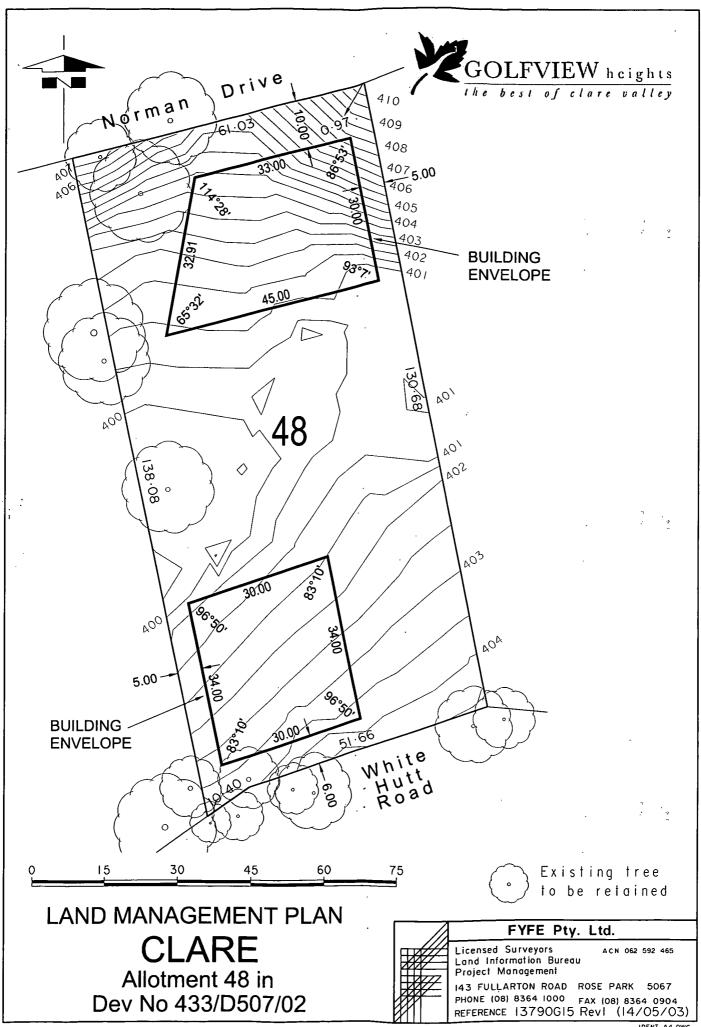


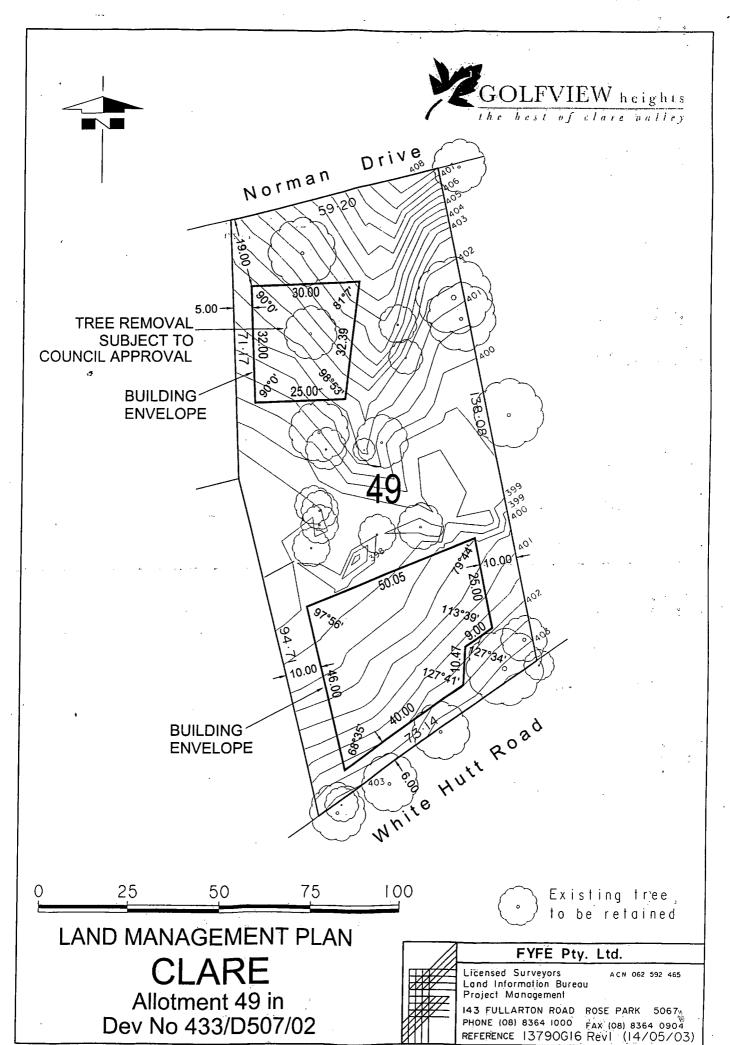


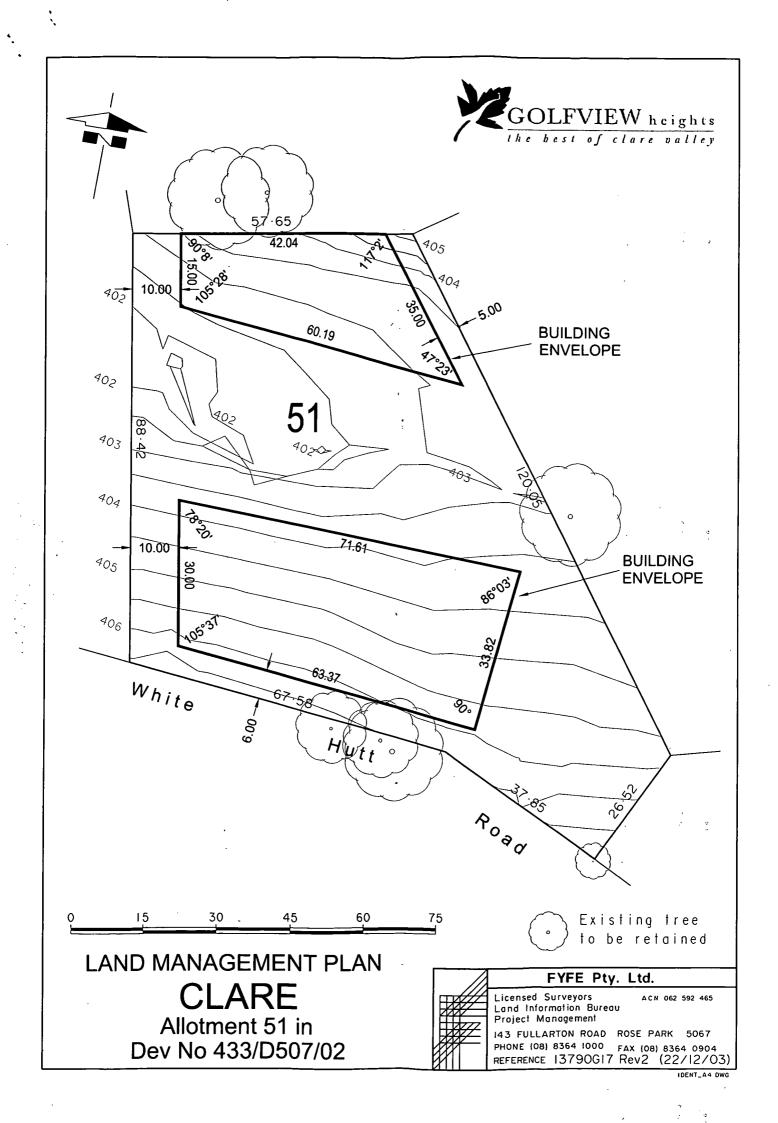


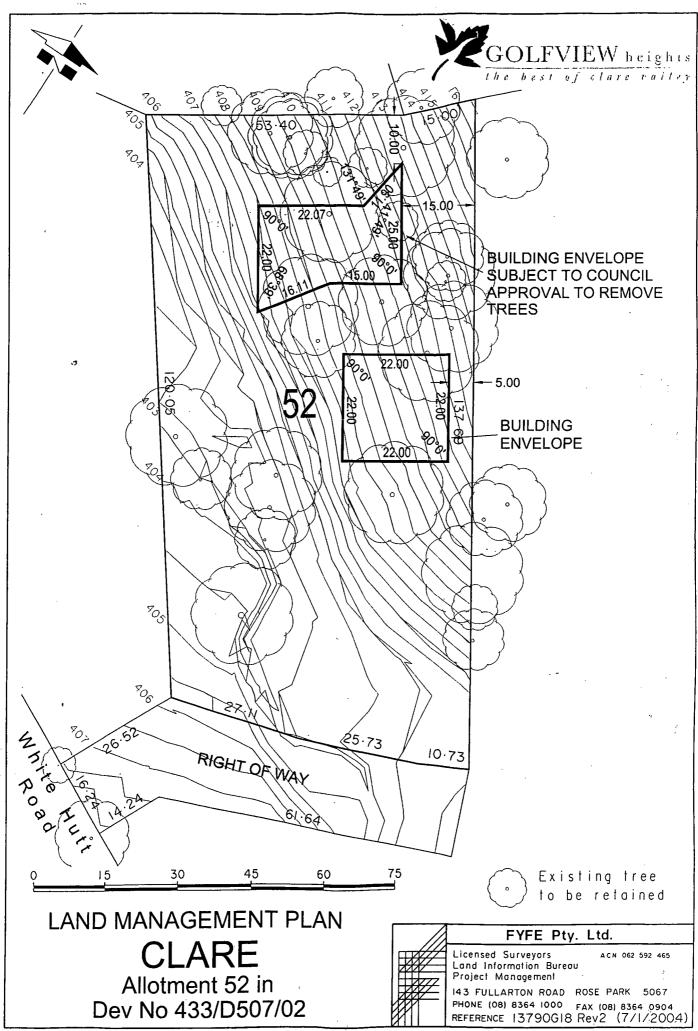






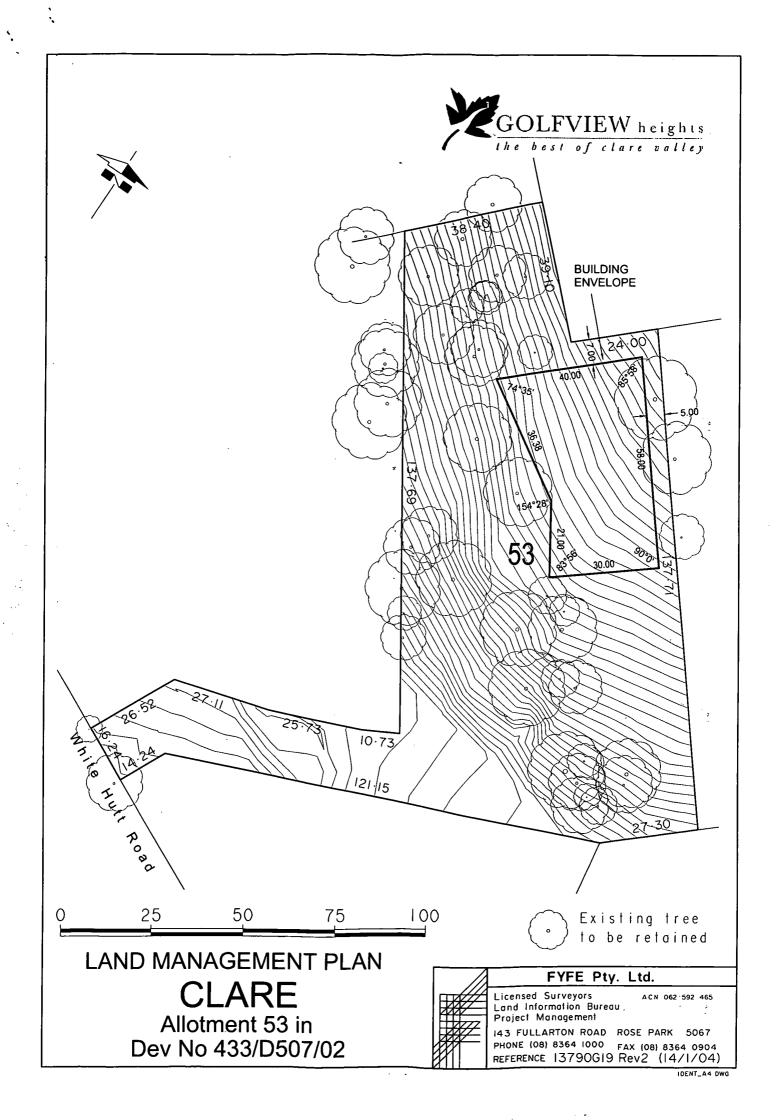


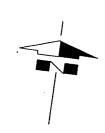




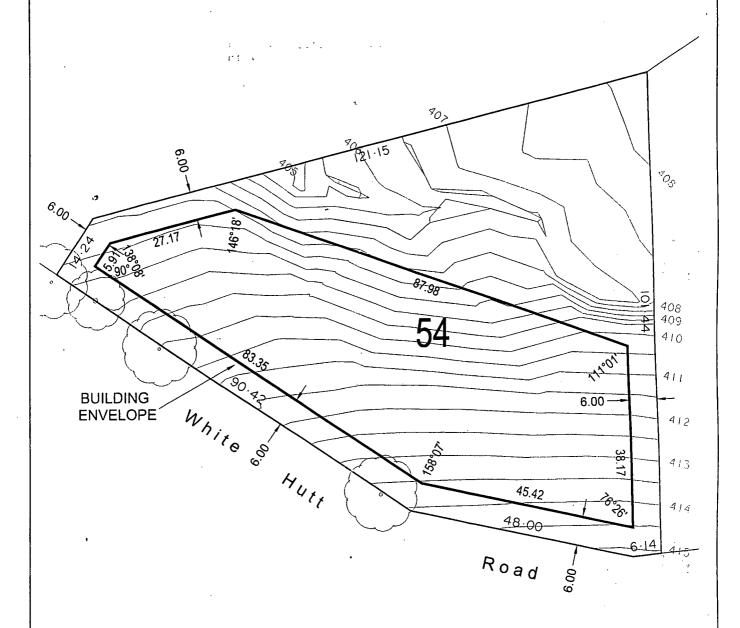
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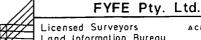


Existing tree to be retained

LAND MANAGEMENT PLAN

CLARE

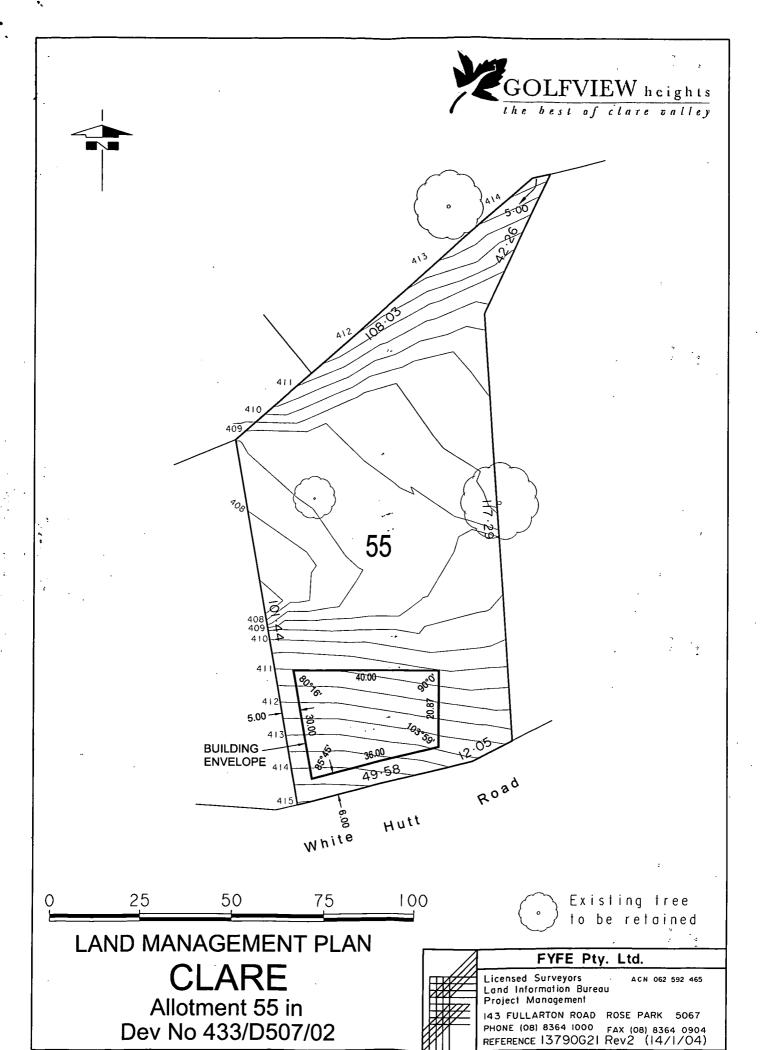
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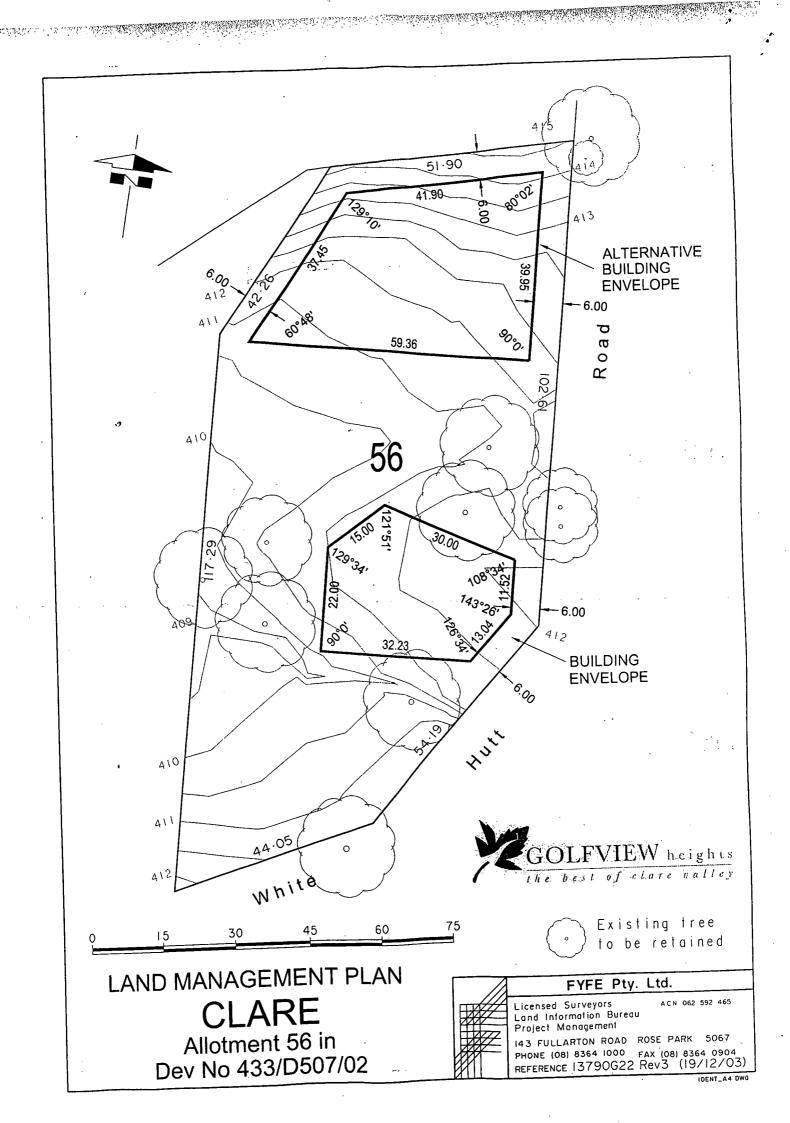


Licensed Surveyors ACN 062 592 465 Land Information Bureou Project Management

I43 FULLARTON ROAD ROSE PARK 5067 PHONE (08) 8364 1000 FAX (08) 8364 0904 REFERENCE I3790G20 Rev2 (19/12/03)

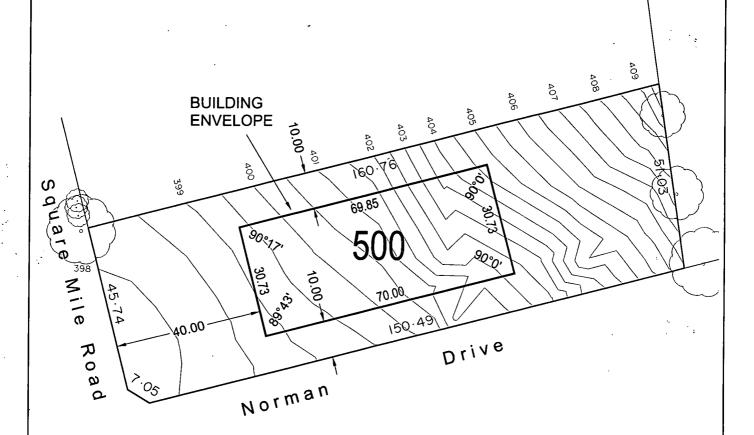
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25 50 75 100 LAND MANAGEMENT PLAN

Existing tree: to be retained

CLARE

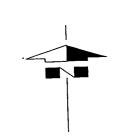
Piece 500 in Dev No 433/D507/02

FYFE Pty. Ltd.

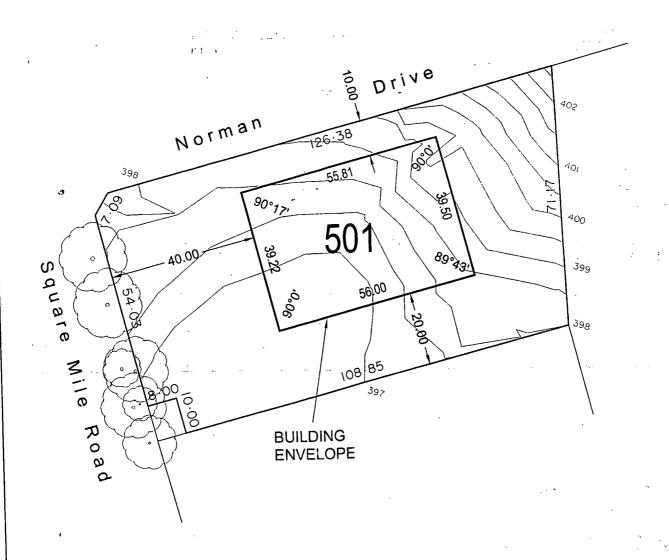
Licensed Surveyors Land Information Bureau Project Management

ACN 062 592 465

143 FULLARTON ROAD ROSE PARK 5067 PHONE (08) 8364 1000 FAX (08) 8364 0904 REFERENCE 13790G34 Rev0 (20/01/04)







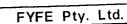
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Existing tree to be retained

LAND MANAGEMENT PLAN

CLARE

Piece 501 in Dev No 433/D507/02



Licensed Surveyors Land Information Bureau Project Management

143 FULLARTON ROAD ROSE PARK 5067 PHONE (08) 8364 1000 FAX (08) 8364 0904 REFERENCE 13790G35 Rev0 (20/01/04)

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