

PREFIX

AH

7055685



REGISTRAR-GENERAL'S  
OFFICE  
SOUTH AUSTRALIA

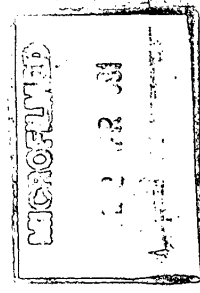
FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT, 1886

(SIGNED)

*Colin D. P.M.*  
Solicitor/Licensed Land Broker

SERIES NO.  
TO BE COMPLETED BY AGENT



11 FEB 1991	TIME	7:30
FEES		\$
R.G.O.		NFP
POSTAGE		
ADVERTISING		
NEW C.T. TO ISSUE		

OFFICE NOTES:

**CROWN INSTRUMENT  
NO FEES PAYABLE**

*920650-1990*

BELOW THIS LINE FOR OFFICE USE ONLY

EXAMINATION

CORRECTION		PASSED
O.D.R. No.		EXAMINER TO INITIAL
REFERRED	RETURNED	<i>[Signature]</i>

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: } Crown Solicitors Office  
Address: } S.G.I.C. Building  
                  } 211 Victoria Square  
                  } Adelaide  
  
Correction to } CSOL

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

1. *EL 505/66* } Received  
2. } items  
3. } No.  
4. } *[Signature]*  
5. } Assessor

REGISTERED ON 17.4.1991 AT 11:00  
BY ENTRY OF A MEMORIAL OF THIS INSTRUMENT IN THE  
REGISTER BOOK VOL. 505 FOLIO 66  
*CL*

*P.A. Sargent pro.*



PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

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

ITEM(S) DELIVERED-POSTED

IN ACCORDANCE WITH DELIVERY INSTRUCTIONS

DELIVERY INSTRUCTIONS: PLEASE DELIVER THE FOLLOWING ITEM TO THE UNDERMENTIONED AGENT(S)

ITEM	AGENT/RGO BOX NO.	DELIVERY DATE	*POSTAGE DATE	INITIALS	ITEM: CT/CL REF.	AGENT'S NAME	AGENT/RGO BOX NO.	POSTAL ADDRESS
1					<i>EL 505/66</i>	<i>CSOL</i>		
2								
3								
4								
5								

\*FILL OUT POSTAGE DATE ONLY IF ITEMS ARE RETURNED BY CERTIFIED MAIL

\*FILL OUT POSTAL ADDRESS ONLY IF ITEMS ARE TO BE RETURNED BY CERTIFIED MAIL

*1065/11* AGENT'S INITIALS *[Signature]*



NK INSTRUMENT FORM  
(see footnote)

MINISTER FOR ENVIRONMENT AND PLANNING of 144 King William Street Adelaide, 5000 in the State of South Australia HEREBY APPLIES pursuant to Section 26a of the South Australian Heritage Act, 1978-1980 to register the fact that the Heritage Agreement attached hereto made the 3RD day of December 1990 BETWEEN LORRAINE JOY LAMSHED of 21 Manse Road, STRATHALBYN 5255 in the State of South Australia, the registered lessee of an estate as Crown Lessee ("the owner") and the Minister for Environment and Planning ("the Minister") has come into force in respect of that portion of the land comprised in Crown Lease Perpetual No. 8053 Crown Lease Register Book Volume 505 Folio 66, more particularly defined as Area "A" in G.R.O. Plan G.P.650/1990.

DATED

3rd

day of

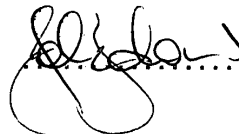
DECEMBER

1990

The Common Seal of :

MINISTER FOR ENVIRONMENT  
AND PLANNING

was hereunto affixed by  
direction of the Minister  
and in the presence of :







MEMORANDUM OF AGREEMENT made the 3-d day of December 1990  
B E T W E E N : MINISTER FOR ENVIRONMENT AND PLANNING (hereinafter  
called "the Minister") of the one part and LORRAINE JOY LAMSHED of 21 Manse  
Road, STRATHALBYN 5255 in the State of South Australia (hereinafter called "the  
owner") of the other part.

RECITALS



- A. The owner is the lessee of that piece of land containing 62.26 hectares being Section 2028 in the Hundred of KONDOPARINGA, County of HINDMARSH and being the whole of the land comprised in Crown Lease Perpetual No. 8053 Crown Lease Register Book Volume 505 Folio 66.
- B. The owner has, pursuant to the Native Vegetation Management Act, 1985, required the Minister to enter into this agreement in respect of that piece of land containing 40 hectares, or thereabouts being portion of the land referred to in Recital A as is delineated as "A" in G.R.O. Plan G.P 650/1990 a copy whereof is attached to this agreement.

NOW IT IS AGREED as follows:

1. In this agreement, unless the contrary intention appears -

(a) "native fauna" means an animal or animals of a species indigenous to South Australia:

"owner" means the person who has executed this agreement as lessee of the subject land and includes a person to whom lease of the land and the rights and liabilities under this agreement have passed:

"the subject land" means the land that is subject to this agreement;

(b) terms defined in the Native Vegetation Management Act, 1985, have the meanings defined in that Act.

2. This agreement shall commence on the date hereof.

3. During the term of this agreement, the subject land is dedicated to the conservation of native vegetation and native fauna on the land and, subject to this agreement, shall not be used in a manner inconsistent with that dedication.
4. The owner shall not, without the written consent of the Minister, undertake or permit on the subject land -
  - (a) the clearance of native vegetation;
  - (b) the planting of vegetation, whether native or exotic;
  - (c) the construction of a building or other structure;
  - (d) the grazing of stock;
  - (e) any other activity that, in the opinion of the Minister, is likely to damage, injure or endanger the native vegetation or native fauna on the subject land.
5. The owner shall comply with the National Parks and Wildlife Act, 1972, the Native Vegetation Management Act, 1985, the Animal and Plant Control (Agricultural Protection and other Purposes) Act, 1986, all as amended, and all other Acts and statutory instruments from time to time in force in relation to the subject land.
6. The owner shall give written notice to the Minister of -
  - (a)
    - (i) any damage to, or destruction of, native vegetation or native fauna on the subject land or the removal of any native vegetation or native fauna from the subject land;
    - (ii) any activity on the subject land that is likely, in the owner's opinion, to result in damage, destruction or removal referred to in sub-paragraph (i);
  - (b) any change in ownership of the subject land,

as soon as practicable after first becoming aware of the matter to which the notice relates.

7. (a) Subject to this clause, the owner is released from the payment of -
- (i) rates and taxes (other than council rates) in respect of the subject land during the term of this agreement;
  - (ii) council rates in respect of the subject land in the second rating year next following the commencement of this agreement and thereafter until the termination of the agreement.
- (b) The owner is not released from the payment of rates and taxes in relation to land that, in the opinion of the Minister after receiving advice from the Authority -
- (i) is used for primary production or for any other commercial purpose;
  - (ii) comprises a dwelling and curtilage.
8. (a) The Minister may, at any time and at the Minister's expense -
- (i) construct or replace fences on the boundaries, or through any part of, the subject land;
- and
- (ii) perform on those fences major repair work required as the result of damage by fire.
- (b) The owner shall, at the owner's expense and to the satisfaction of the Minister, perform all other necessary maintenance and repair work on all fences (whether constructed by the Minister or not) on the boundaries or on any other part of the subject land.
9. The Minister and any employee or agent of the Minister authorized by the Minister may, at any reasonable time -

- (a) enter the subject land for the purpose of -
    - (i) constructing any fence on the land;
    - (ii) inspecting the land or any fence on the land;
    - (iii) exercising any other powers of the Minister under this agreement;
  - (b) obtain access to the subject land across land of the owner for the purposes referred to in paragraph (a).
10. If the owner is in breach of this agreement, the Minister may, by notice in writing served on the owner, require the owner to remedy the breach and, if the owner fails to do so, the aggregate value of the rates and taxes from payment of which the owner (and every predecessor in title of the owner) has been relieved by virtue of this agreement must be paid by the owner to the appropriate rating or taxing authority.
11. The Minister may delegate any of the Minister's powers under this agreement to any person.
12. This agreement may not be varied except in writing signed by the parties.
13. An act or omission based on a genuine mistake as to the boundaries of the subject land shall not constitute a breach of this agreement.
14. This agreement remains in force until terminated by the parties.
15. Notice shall, for the purpose of this agreement, be properly served on the owner if it is -
- (a) posted to the owner at the owner's last address known to the Minister;
  - or
  - (b) fixed in a prominent position on the subject land.

The Common Seal of :

MINISTER FOR ENVIRONMENT  
AND PLANNING

was hereunto affixed by  
direction of the Minister  
and in the presence of : )

..... *[Signature]* .....

SIGNED by the Owner

LORRAINE JOY LAMSHED )

..... *L. J. Lamshed* .....

in the presence of : )

..... *G. E. Tucker* ..... )  
(Witness)

I, SUSAN M. LENEHAN, the Minister for Environment and Planning CERTIFY pursuant to Section 16d of the South Australian Heritage Act, 1978-1980, that this agreement conforms with the Act.

DATED this

*6th*

day of

*December* 19 *90*

..... *Susan M. Lenehan* .....



650/1990  
**GP** 650/1990

HUNDRED OF KONDOPARINGA  
SECTION 2028

Registered Lessee Lorraine Joy LAMSHED

Crown Lease Vol. 505 Fol. 66 P. 8053

Scale 1: 5 000 approx.

The delineation of the heritage area shown hereon  
was determined by the use of Department of Lands  
aerial photo Svy. 3785 No. 79

I certify that

1. The area marked A on this plan is contained within section 2028
2. The boundaries of the area marked A can be redefined by survey

*M. H. H. 25-10-90*  
for SURVEYOR GENERAL

Area marked A  
are for Heritage Agreement Purposes

SCHEDULE OF COORDINATES		
Mark No	AMG coordinates	Nature (Description) of mark
1		pop for line only to Wstrn.bdy sec.2028
2		prick
3		prick
4		prick
5		pop for line only to Estrn.bdy.sec.2028

Department of Environment and Planning		
Index No 13413	PLAN FOR HERITAGE AGREEMENT	Officer Z. GRIFFITHS
Scale 1: 5 000		Checked
Completed 23/10/90		Manager L. YELLAND