

Eckermann Property Forms (SA) Pty Ltd T/A Eckermann Property Forms  
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## FORM 1 - Vendor's Statement

(Section 7 Land and Business (Sale and Conveyancing) Act 1994)

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### Preliminary

#### To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired. If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

The *Aboriginal Heritage Act 1988* protects any Aboriginal site or object on the land. Details of any such site or object may be sought from the "traditional owners" as defined in that Act.

If you desire additional information, it is up to you to make further inquiries as appropriate.

#### Instructions to the vendor for completing this statement:

☐ means the Part, Division, particulars or item may not be applicable.

If it is applicable, ensure the box is ticked and complete the Part, Division, particulars or item.

If it is not applicable, ensure the box is empty or strike out the Part, Division, particulars or item. Alternatively, the Part, Division, particulars or item may be omitted, but not in the case of an item or heading in the table of particulars in Division 1 of the Schedule that is required by the instructions at the head of that table to be retained as part of this statement.

\* means strike out or omit the option that is not applicable.

All questions must be answered with a YES or NO (inserted in the place indicated by a rectangle or square brackets below or to the side of the question).

If there is insufficient space to provide any particulars required, continue on attachments.

### PART A – PARTIES AND LAND

#### 1 Purchaser:

Address:

#### 2 Purchaser's registered agent:

Address:

#### 3 Vendor:

Oliver Kit Esquerro Pacione and Marlyn Ella Ramos Pacione

Address:

222 Gorman Drive Googong NSW 2620

#### 4 Vendor's registered agent:

Dama Property Group Pty. Ltd. trading as Area Specialist - North East

Address:

859 Lower North East Road Dernancourt SA 5075

#### 5 Date of contract (if made before this statement is served):

#### 6 Description of the land:

[Identify the land including any certificate of title reference]

The land situated at 55 Rivergum Circuit, Paralowie SA 5108 and being whole of the land in Certificate of Title  
Volume 6148 Folio 225 and being whole of Allotment 2 on Deposited Plan 94185 in the Area named Paralowie  
in the Hundred of Munno Para

**PART B – PURCHASER'S COOLING-OFF RIGHTS AND PROCEEDING WITH THE PURCHASE****To the purchaser:****Right to cool-off (section 5)****1 – Right to cool-off and restrictions on that right**

You may notify the vendor of your intention not to be bound by the contract for the sale of the land UNLESS–

- (a) you purchased by auction; or
- (b) you purchased on the same day as you, or some person on your behalf, bid at the auction of the land; or
- (c) you have, before signing the contract, received independent advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or
- (d) you are a body corporate and the land is not residential land; or
- (e) the contract is made by the exercise of an option to purchase not less than 5 clear business days after the grant of the option and not less than 2 clear business days after service of this form; or
- (f) the sale is by tender and the contract is made not less than 5 clear business days after the day fixed for the closing of tenders and not less than 2 clear business days after service of this form; or
- (g) the contract also provides for the sale of a business that is not a small business.

**2 – Time for service**

The cooling-off notice must be served–

- (a) if this form is served on you before the making of the contract– before the end of the second clear business day after the day on which the contract was made; or
- (b) if this form is served on you after the making of the contract– before the end of the second clear business day from the day on which this form is served.

However, if this form is not served on you at least 2 clear business days before the time at which settlement takes place, the cooling-off notice may be served at any time before settlement.

**3 – Form of cooling-off notice**

The cooling-off notice must be in writing and must be signed by you.

**4 – Methods of service**

The cooling-off notice must be–

- (a) given to the vendor personally; or
- (b) posted by registered post to the vendor at the following address:

222 Gorman Drive Googong NSW 2620

(being the vendor's last known address); or

- (c) transmitted by fax or email to the following fax number or email address:

domenicm@areaspecialist.com.au

(being a number or address provided to you by the vendor for the purpose of service of the notice); or

- (d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:

859 Lower North East Road Dernancourt SA 5075

(being ~~the agent's address for service under the Land Agents Act 1994~~ an address nominated by the agent to you for the purpose of service of the notice).

**Note–**

Section 5(3) of the *Land and Business (Sale and Conveyancing) Act 1994* places the onus of proving the giving of the cooling-off notice on the purchaser. It is therefore strongly recommended that –

- (a) if you intend to serve the notice by leaving it for the vendor's agent at the agent's address for service or an address nominated by the agent, you obtain an acknowledgment of service of the notice in writing; or
- (b) if you intend to serve the notice by fax or email, you obtain a record of the transmission of the fax or email.

**5 – Effect of service**

If you serve such cooling-off notice on the vendor, the contract will be taken to have been rescinded at the time when the notice was served. You are then entitled to the return of any money you paid under the contract other than–

- (a) the amount of any deposit paid if the deposit did not exceed \$100; or
- (b) an amount paid for an option to purchase the land.

FORM 1 - STATEMENT UNDER SECTION 7 (*Land and Business (Sale and Conveyancing) Act 1994*)**Proceeding with the purchase**

If you wish to proceed with the purchase—

- (a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage; and
- (b) pay particular attention to the provisions in the contract as to time of settlement - it is essential that the necessary arrangements are made to complete the purchase by the agreed date - if you do not do so, you may be in breach of the contract; and
- (c) you are entitled to retain the solicitor or registered conveyancer of your choice.

**PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS****(section 7(1))****To the purchaser:**\*I / ~~We~~,

Marlyn Ella Ramos Pacione

of

222 Gorman Drive Googong NSW 2620

being the ~~\*vendor(s)~~ person authorised to act on behalf of the vendor(s) in relation to the transaction state that the Schedule contains all particulars required to be given to you pursuant to section 7(1) of the *Land and Business (Sale and Conveyancing) Act 1994*.

Signed:

Signed on Greatforms by:

Marlyn Ella Ramos Pacione

PADG40R7LVAJ5198VK9Y7EQU80

Marlyn Ella Ramos Pacione

15-Jul-2025

**PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT****(section 9)****To the purchaser:**

I,

Eckermann Property Forms (SA) Pty Ltd

certify ~~that the responses/~~ that, subject to the exceptions stated below, the responses to the inquiries made pursuant to section 9 of the *Land and Business (Sale and Conveyancing) Act 1994* confirm the completeness and accuracy of the particulars set out in the Schedule.

Exceptions:

The City of Salisbury has noted that building indemnity insurance is applicable, however, it is outside of the

statutory indemnity period of 5 years and is no longer in effect. As such it has not been entered into this Form

1.

Signed:

Signed on Greatforms by:

Charis Lynch

PCIUFMEFP7LRG178RYKH7I9RMA

Charis Lynch

15-Jul-2025

~~\*Vendor's agent / Purchaser's agent~~~~\*Person authorised to act on behalf of \*Vendor's agent / Purchaser's agent~~

**SCHEDULE – DIVISION 1****PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND****(section 7(1)(b))****Note –**

Section 7(3) of the Act provides that this statement need not include reference to charges arising from the imposition of rates or taxes less than 12 months before the date of service of the statement.

Where a mortgage, charge or prescribed encumbrance referred to in column 1 of the table below is applicable to the land, the particulars in relation to that mortgage, charge or prescribed encumbrance required by column 2 of the table must be set out in the table (in accordance with the instructions in the table) unless—

- (a) there is an attachment to this statement and –
  - (i) all the required particulars are contained in that attachment; and
  - (ii) the attachment is identified in column 2; and
  - (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or
- (b) the mortgage, charge or prescribed encumbrance –
  - (i) is 1 of the following items in the table:
    - (A) under the heading 1. General –
      - 1.1 Mortgage of land
      - 1.4 Lease, agreement for lease, tenancy agreement or licence
      - 1.5 Caveat
      - 1.6 Lien or notice of a lien
    - (B) under the heading 36. Other charges –
      - 36.1 Charge of any kind affecting the land (not included in another item); and
  - (ii) is registered on the certificate of title to the land; and
  - (iii) is to be discharged or satisfied prior to or at settlement.

**TABLE OF PARTICULARS**

Column 1	Column 2	Column 3
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*[If an item is applicable, ensure that the box for the item is ticked and complete the item.]*

*[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE " or "N/A" in column 1. Alternatively, the item and any inapplicable heading may be omitted, but not in the case of–*

- (a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and
- (b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and
- (c) the heading "6. Repealed Act conditions" and item 6.1; and
- (d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,

*which must be retained as part of this statement whether applicable or not.]*

*[If an item is applicable, all particulars requested in column 2 must be set out in the item unless the Note preceding this table otherwise permits. Particulars requested in **bold type** must be set out in column 3 and all other particulars must be set out in column 2.]*

*[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.]*

*[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If all of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]*



FORM 1 - STATEMENT UNDER SECTION 7 (*Land and Business (Sale and Conveyancing) Act 1994*)

Column 1	Column 2	Column 3
<b>1. General</b>		
<b>1.1 Mortgage of land</b>	<i>Is this item applicable?</i>	<input checked="" type="checkbox"/>
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Will this be discharged or satisfied prior to or at settlement?</i>	<b>YES</b>
	<i>Are there attachments?</i>	<b>YES</b>
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	Annexure A	
	Number of mortgage (if registered):	
	13745225	
	Name of mortgagee:	
	Westpac Banking Corporation	
<b>1.2 Easement</b> (whether over the land or annexed to the land)	<i>Is this item applicable?</i>	<input checked="" type="checkbox"/>
<b>Note</b> - "Easement" includes rights of way and party wall rights.	<i>Will this be discharged or satisfied prior to or at settlement?</i>	<b>NO</b>
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Are there attachments?</i>	<b>YES</b>
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	Annexure D – Page 12 of 13	
	Description of land subject to easement:	
	The whole of the land in Certificate of Title Volume 6148 Folio 225	
	Nature of easement:	
	Electricity and Telecommunications Infrastructure – Building	
	Restrictions and Statutory Easements	
	Are you aware of any encroachment on the easement?	
	NO	
	(If YES, give details):	
	If there is an encroachment, has approval for the encroachment been given?	
	(If YES, give details):	
<b>1.2 Easement</b> (whether over the land or annexed to the land)	<i>Is this item applicable?</i>	<input checked="" type="checkbox"/>
<b>Note</b> - "Easement" includes rights of way and party wall rights.	<i>Will this be discharged or satisfied prior to or at settlement?</i>	<b>NO</b>
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Are there attachments?</i>	<b>YES</b>
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	Annexures A and I	
	Description of land subject to easement:	
	The land marked 'A' as shown on Deposited Plan 94185 attached, being a portion of the land in Certificate of Title Volume 6148 Folio 225	
	Nature of easement:	
	Subject to service easement(s) for drainage purposes to the Council for the area	
	Are you aware of any encroachment on the easement?	
	NO	
	(If YES, give details):	
	If there is an encroachment, has approval for the encroachment been given?	
	(If YES, give details):	

FORM 1 - STATEMENT UNDER SECTION 7 (*Land and Business (Sale and Conveyancing) Act 1994*)

Column 1	Column 2	Column 3
<b>1.3 Restrictive covenant</b>  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<b>Is this item applicable?</b>  <b>Will this be discharged or satisfied prior to or at settlement?</b>  <b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Annexures A and K Nature of restrictive covenant: Encumbrance Number 12319233 (note - lift and replace) Name of person in whose favour restrictive covenant operates: City of Salisbury Does the restrictive covenant affect the whole of the land being acquired? YES (If NO, give details):  Does the restrictive covenant affect land other than that being acquired? YES	<input checked="" type="checkbox"/> NO YES
<b>1.4 Lease, agreement for lease, tenancy agreement or licence</b>  (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<b>Is this item applicable?</b>  <b>Will this be discharged or satisfied prior to or at settlement?</b>  <b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>  Names of parties: Landlord: Oliver Kit Esguerra Pacione and Marlyn Ella Ramos Pacione Tenant: Athineelan Ganesan and Shalini Athineelan Period of lease, agreement for lease etc: From: 06/02/2024 To: 02/02/2026 Amount of rent or licence fee: \$580.00 per (period) Week Is the lease, agreement for lease etc in writing? YES If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify- (a) the Act under which the lease or licence was granted:  (b) the outstanding amounts due (including any interest or penalty):	<input checked="" type="checkbox"/> NO NO
<b>5. Development Act 1993 (repealed)</b>		
<b>5.1 section 42 - Condition (that continues to apply) of a development authorisation</b>  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<b>Is this item applicable?</b>  <b>Will this be discharged or satisfied prior to or at settlement?</b>  <b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Annexure C – Pages 4 and 5 of 18 Condition(s) of authorisation: Refer Development Number 361/921/2015/1A - as part of the City of Salisbury Council search attached	<input checked="" type="checkbox"/> NO YES

Column 1	Column 2	Column 3
5.6 section 57 - Land management agreement	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Annexures A and J</p> <p>Date of agreement:</p> <p>30/04/2015</p> <p>Names of parties:</p> <p>City of Salisbury ("the Council")</p> <p>Oliver Kit Esguerra Pacione and Marlyn Ella Ramos Pacione ("the Owners")</p> <p>Terms of agreement:</p> <p>Refer to the particulars supplied in Land Management Agreement 12319232 attached</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
<b>6. Repealed Act conditions</b>		
6.1 Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Nature of condition(s):</p>	<p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>
<p><i>[Note -</i>  <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		
<b>7. Emergency Services Funding Act 1998</b>		
7.1 section 16 - Notice to pay levy	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Annexure E</p> <p>Date of notice:</p> <p>03/07/2025</p> <p>Amount of levy payable:</p> <p>\$468.59</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>
<b>18. Landscape South Australia Act 2019</b>		
18.1 section 72 - Notice to pay levy in respect of costs of regional landscape board	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Annexure C – Page 1 of 18</p> <p>Date of notice:</p> <p>03/07/2025</p> <p>Amount of levy payable:</p> <p>The City of Salisbury Council Rates and Charges may or may not include the Regional Landscape Levy</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>

FORM 1 - STATEMENT UNDER SECTION 7 (*Land and Business (Sale and Conveyancing) Act 1994*)

Column 1	Column 2	Column 3
<b>29. Planning, Development and Infrastructure Act 2016</b>		
29.1	<p><b>Part 5 - Planning and Design Code</b></p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><b>Is this item applicable?</b> <input checked="" type="checkbox"/></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b> <b>NO</b></p> <p><b>Are there attachments?</b> <b>YES</b></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Annexure C – Pages 5, 6 and 16-18 of 18</p> <p>Annexure D – Page 8 of 13</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <p>General Neighbourhood (GN)</p> <p>Airport Building Heights (Regulated) (All structures over 45 metres)</p> <p>Affordable Housing</p> <p>Building Near Airfields</p> <p>Defence Aviation Area (All structures over 90 metres)</p> <p>Hazards (Flooding)</p> <p>Hazards (Flooding - General)</p> <p>Prescribed Wells Area</p> <p>Regulated and Significant Tree</p> <p>Stormwater Management</p> <p>Traffic Generating Development</p> <p>Urban Tree Canopy</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area?</p> <p><b>NO</b></p> <p>Is the land designated as a local heritage place?</p> <p><b>NO</b></p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?</p> <p><b>NO</b></p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?</p> <p><b>YES</b></p> <p><b>Note-</b></p> <p>For further information about the Planning and Design Code visit <a href="http://www.code.plan.sa.gov.au">www.code.plan.sa.gov.au</a></p>
29.2	<p><b>section 127 - Condition (that continues to apply) of a development authorisation</b></p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p> <p><b>N/A</b></p>	<p><b>Is this item applicable?</b> <input type="checkbox"/></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b> <b>YES/NO</b></p> <p><b>Are there attachments?</b> <b>YES/NO</b></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>

FORM 1 - STATEMENT UNDER SECTION 7 (*Land and Business (Sale and Conveyancing) Act 1994*)

Column 1	Column 2	Column 3
<b>34. <i>Water Industry Act 2012</i></b>		
34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement	<i>Is this item applicable?</i>	<input checked="" type="checkbox"/>
	<i>Will this be discharged or satisfied prior to or at settlement?</i>	NO
	<i>Are there attachments?</i>	YES
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	Annexure C - Pages 1, 2, 12 and 13 of 18	
	Date of notice or order:	
	03/07/2025	
	Name of person or body who served notice or order:	
	City of Salisbury	
	Amount payable (if any) as specified in the notice or order:	
	\$40.30	
	Nature of other requirement made (if any) as specified in the notice or order:	
	Refer to the particulars supplied by the City of Salisbury Council attached	

## SCHEDULE – DIVISION 2

### OTHER PARTICULARS

(section 7(1)(b))

#### Particulars relating to environment protection



##### 1—Interpretation

- (1) In this and the following items (items 1 to 7 inclusive)–

**domestic activity** has the same meaning as in the *Environment Protection Act 1993*;

**environmental assessment**, in relation to land, means an assessment of the existence or nature or extent of –

- (a) site contamination (within the meaning of the *Environment Protection Act 1993*) at the land; or

- (b) any other contamination of the land by chemical substances,

and includes such an assessment in relation to water on or below the surface of the land;

**EPA** means the Environment Protection Authority established under the *Environment Protection Act 1993*;

**pre-1 July 2009 site audit**, in relation to land, means a review (carried out by a person recognised by the EPA as an environmental auditor) that examines environmental assessments or remediation of the land for the purposes of determining–

- (a) the nature and extent of contamination of the land by chemical substances present or remaining on or below the surface of the land; and

- (b) the suitability of the land for a particular use; and

- (c) what remediation is or remains necessary for a particular use,

but does not include a site contamination audit (as defined below) completed on or after 1 July 2009;

**pre-1 July 2009 site audit report** means a detailed written report that sets out the findings of a pre-1 July 2009 site audit;

**prescribed commercial or industrial activity**—see item 1(2);

**prescribed fee** means the fee prescribed under the *Environment Protection Act 1993* for inspection of, or obtaining copies of information on, the public register;

**public register** means the public register kept by the EPA under section 109 of the *Environment Protection Act 1993*;

**site contamination audit** has the same meaning as in the *Environment Protection Act 1993*;

**site contamination audit report** has the same meaning as in the *Environment Protection Act 1993*.

- (2) For the purposes of this and the following items (items 1 to 7 inclusive), each of the following activities (as defined in Schedule 3 clause 2 of the *Environment Protection Regulations 2009*) is a prescribed commercial or industrial activity:

abrasive blasting	acid sulphate soil generation	agricultural activities
airports, aerodromes or aerospace industry	animal burial	animal dips or spray race facilities
animal feedlots	animal saleyards	asbestos disposal
asphalt or bitumen works	battery manufacture, recycling or disposal	breweries
brickworks	bulk shipping facilities	cement works
ceramic works	charcoal manufacture	coal handling or storage
coke works	compost or mulch production or storage	concrete batching works
curing or drying works	defence works	desalination plants
dredge spoil disposal or storage	drum reconditioning or recycling works	dry cleaning
electrical or electronics component manufacture	electrical substations	electrical transformer or capacitor works
electricity generation or power plants	explosives or pyrotechnics facilities	fertiliser manufacture
fibreglass manufacture	fill or soil importation	fire extinguisher or retardant manufacture
fire stations	fire training areas	foundry
fuel burning facilities	furniture restoration	gasworks
glass works	glazing	hat manufacture or felt processing
incineration	iron or steel works	laboratories
landfill sites	lime burner	metal coating, finishing or spray painting
metal forging	metal processing, smelting, refining or metallurgical works	mineral processing, metallurgical laboratories or mining or extractive industries
mirror manufacture	motor vehicle manufacture	motor vehicle racing or testing venues
motor vehicle repair or maintenance	motor vehicle wrecking yards	mushroom farming
oil recycling works	oil refineries	paint manufacture
pest control works	plastics manufacture works	printing works
pulp or paper works	railway operations	rubber manufacture or processing
scrap metal recovery	service stations	ship breaking
spray painting	tannery, fellmongery or hide curing	textile operations
transport depots or loading sites	tyre manufacture or retreading	vermiculture
vessel construction, repair or maintenance	waste depots	wastewater storage, treatment or disposal
water discharge to underground aquifer	wetlands or detention basins	wineries or distilleries
wood preservation works	woolscouring or wool carbonising works	works depots (operated by councils or utilities)

**2—Pollution and site contamination on the land—questions for vendor**

(1) Is the vendor aware of any of the following activities ever having taken place at the land:

- (a) storage, handling or disposal of waste or fuel or other chemicals (other than in the ordinary course of domestic activities)?
- (b) importation of soil or other fill from a site at which—
  - (i) an activity of a kind listed in paragraph (a) has taken place; or
  - (ii) a prescribed commercial or industrial activity (see item 1(2) above) has taken place?

NO

If **YES**, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

---

(2) Is the vendor aware of any prescribed commercial or industrial activities (see item 1(2) above) ever having taken place at the land?

NO

If **YES**, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

---

(3) Is the vendor aware of any dangerous substances ever having been kept at the land pursuant to a licence under the *Dangerous Substances Act 1979*?

NO

If **YES**, give details of all dangerous substances that the vendor is aware of and whether they were kept at the land before or after the vendor acquired an interest in the land:

---

(4) Is the vendor aware of the sale or transfer of the land or part of the land ever having occurred subject to an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?

NO

If **YES**, give details of each sale or transfer and agreement that the vendor is aware of:

---

(5) Is the vendor aware of an environmental assessment of the land or part of the land ever having been carried out or commenced (whether or not completed)?

NO

If **YES**, give details of all environmental assessments that the vendor is aware of and whether they were carried out or commenced before or after the vendor acquired an interest in the land:

---

**Note—**

These questions relate to details about the land that may be known by the vendor. A "YES" answer to the questions at items 2(1) or 2(2) may indicate that a **potentially contaminating activity** has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

A "YES" answer to any of the questions in this item may indicate the need for the purchaser to seek further information regarding the activities, for example, from the council or the EPA.

**3—Licences and exemptions recorded by EPA in public register**

Does the EPA hold any of the following details in the public register:

- (a) details of a current licence issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?  
NO
- (b) details of a licence no longer in force issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?  
NO
- (c) details of a current exemption issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?  
NO
- (d) details of an exemption no longer in force issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?  
NO
- (e) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land?  
NO
- (f) details of a licence issued under the repealed *Waste Management Act 1987* to operate a waste depot at the land?  
NO
- (g) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land?  
NO
- (h) details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land?  
NO

**Note—**

These questions relate to details about licences and exemptions required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions—

- in the case of a licence or exemption under the *Environment Protection Act 1993*—
  - the purchaser may obtain a copy of the licence or exemption from the public register on payment of the prescribed fee; and
  - the purchaser should note that transfer of a licence or exemption is subject to the conditions of the licence or exemption and the approval of the EPA (see section 49 of the *Environment Protection Act 1993*); and
- in the case of a licence under a repealed Act—the purchaser may obtain details about the licence from the public register on payment of the prescribed fee.

A "YES" answer to any of these questions may indicate that a **potentially contaminating activity** has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

The EPA will not provide details about licences to conduct the following prescribed activities of environmental significance (within the meaning of Schedule 1 Part A of the *Environment Protection Act 1993*): waste transport business (category A), waste transport business (category B), dredging, earthworks drainage, any other activities referred to in Schedule 1 Part A undertaken by means of mobile works, helicopter landing facilities, marinas and boating facilities or discharges to marine or inland waters.

The EPA will not provide details about exemptions relating to—

- the conduct of any of the licensed activities in the immediately preceding paragraph in this note; or
- noise.



**4—Pollution and site contamination on the land—details recorded by EPA in public register**

Does the EPA hold any of the following details in the public register in relation to the land or part of the land:

- (a) details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the *Environment Protection Act 1993*)?

NO

- (b) details of site contamination notified to the EPA under section 83A of the *Environment Protection Act 1993*?

YES

- (c) a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?

YES

- (d) a copy of a site contamination audit report?

YES

- (e) details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?

NO

- (f) details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?

NO

- (g) details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?

NO

- (h) details of a notification under section 103Z(1) of the *Environment Protection Act 1993* relating to the commencement of a site contamination audit?

YES

- (i) details of a notification under section 103Z(2) of the *Environment Protection Act 1993* relating to the termination before completion of a site contamination audit?

YES

- (j) details of records, held by the former South Australian Waste Management Commission under the repealed *Waste Management Act 1987*, of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?

NO

**Note—**

These questions relate to details required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the public register on payment of the prescribed fee.

**5—Pollution and site contamination on the land—other details held by EPA**

Does the EPA hold any of the following details in relation to the land or part of the land:

- (a) a copy of a report known as a "Health Commission Report" prepared by or on behalf of the South Australian Health Commission (under the repealed *South Australian Health Commission Act 1976*)?  
NO
- (b) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?  
NO
- (c) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?  
NO
- (d) a copy of a pre-1 July 2009 site audit report?  
NO
- (e) details relating to the termination before completion of a pre-1 July 2009 site audit?  
YES

**Note—**

These questions relate to details that the EPA may hold. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the EPA (on payment of any fee fixed by the EPA).

**6—Further information held by councils**

Does the council hold details of any development approvals relating to —

- (a) commercial or industrial activity at the land; or
- (b) a change in the use of the land or part of the land (within the meaning of the *Development Act 1993* or the *Planning, Development and Infrastructure Act 2016*)?

YES

**Note—**

The question relates to information that the council for the area in which the land is situated may hold. If the council answers "YES" to the question, it will provide a description of the nature of each development approved in respect of the land. The purchaser may then obtain further details from the council (on payment of any fee fixed by the council). However, it is expected that the ability to supply further details will vary considerably between councils.

A "YES" answer to paragraph (a) of the question may indicate that a **potentially contaminating activity** has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

It should be noted that—

- the approval of development by a council does not necessarily mean that the development has taken place;
- the council will not necessarily be able to provide a complete history of all such development that has taken place at the land.

**7—Further information for purchasers****Note—**

The purchaser is advised that other matters under the *Environment Protection Act 1993* (that is, matters other than those referred to in this Statement) that may be relevant to the purchaser's further enquiries may also be recorded in the public register. These include:

- details relating to environmental authorisations such as applications, applicants, locations of activities, conditions, suspension, cancellation or surrender of authorisations, disqualifications, testing requirements and test results;
- details relating to activities undertaken on the land under licences or other environmental authorisations no longer in force;
- written warnings relating to alleged contraventions of the *Environment Protection Act 1993*;
- details of prosecutions and other enforcement action;
- details of civil proceedings;
- other details prescribed under the *Environment Protection Act 1993* (see section 109(3)(l)).

Details of these matters may be obtained from the public register on payment to the EPA of the prescribed fee.

**If—**

- an environment performance agreement, environment protection order, clean-up order, clean-up authorisation, site contamination assessment order or site remediation order has been registered on the certificate of title for the land; or
- a notice of declaration of special management area in relation to the land has been gazetted; or
- a notation has been made on the certificate of title for the land that a site contamination audit report has been prepared in respect of the land; or
- a notice of prohibition or restriction on taking water affected by site contamination in relation to the land has been gazetted,

it will be noted in the items under the heading *Environment Protection Act 1993* under the Table of Particulars in this Statement. Details of any registered documents may be obtained from the Lands Titles Registration Office.

The Purchaser acknowledges receipt of the following:

**FORM 1 – STATEMENT UNDER SECTION 7 (*Land and Business (Sale and Conveyancing) Act 1994*)**

the above being identified by pages numbered **1 to 16** inclusive, together with the following annexures and supporting documents (if any):

Annexure A - Certificate of Title to the land

Annexure B - Form R3 – Buyers Information Notice

Annexure C - City of Salisbury Council Search

Annexure D - Property Interest Report (PIR)

## Annexure E - Certificate of Emergency Services Levy

Annexure F - Certificate of Land Tax

## Annexure G - Certificate of Water and Sewer Charges

## Annexure H - Title and Valuation Package

Annexure I - Deposited Plan 94185

Annexure J - Land Management Agreement 12319232

Annexure K - Memorandum of Encumbrance Number 12319233 – City of Salisbury

Annexure L - Environment Protection Authority - Response to PIR

**SIGNED BY THE PURCHASER:**

Date: // \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

The Purchaser:

1. acknowledges and consents to the parties and their representatives signing the Form 1 by digital and or electronic signatures under the *Electronic Communications Act* (SA);
2. by signing this Acknowledgement, signs for all Purchasers, and warrants authority to acknowledge the Form 1 for all Purchasers (if more than 1); and
3. is not required to sign a Form 1 for it to be validly served and acknowledges the signing provision above is included if the Agent serves the Form 1 in person and wants evidence of the Purchaser having been served. If the Form 1 is served electronically, the email is sufficient evidence of what has been served.



CERTIFICATE OF TITLE

CT Volume 6148 Folio 225





**Product** Register Search (CT 6148/225)  
**Date/Time** 01/07/2025 10:50AM  
**Customer Reference**  
**Order ID** 20250701003420

REAL PROPERTY ACT, 1886



South Australia

The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.



## Certificate of Title - Volume 6148 Folio 225

**Parent Title(s)** CT 5860/421, CT 6138/71

**Creating Dealing(s)** RTU 12202108

**Title Issued** 20/11/2014 **Edition** 4 **Edition Issued** 23/03/2022

**Diagram Reference**

## Estate Type

FEE SIMPLE

## Registered Proprietor

OLIVER KIT ESGUERRA PACIONE  
MARLYN ELLA RAMOS PACIONE  
OF LOT 2 RIVERGUM CIRCUIT PARALOWIE SA 5108  
AS JOINT TENANTS

## Description of Land

ALLOTMENT 2 DEPOSITED PLAN 94185  
IN THE AREA NAMED PARALOWIE  
HUNDRED OF MUNNO PARA

## Easements

SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED A ON DP 94185 FOR DRAINAGE PURPOSES TO THE COUNCIL FOR THE AREA (223LG RPA)

## Schedule of Dealings

Dealing Number	Description
12319232	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
12319233	ENCUMBRANCE TO CITY OF SALISBURY
13745225	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)

## Notations

<b>Dealings Affecting Title</b>	NIL
<b>Priority Notices</b>	NIL
<b>Notations on Plan</b>	NIL
<b>Registrar-General's Notes</b>	NIL
<b>Administrative Interests</b>	NIL

# Annexure B

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## FORM R3

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# Annexure B

# Form R3

## Buyers information notice

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*Land and Business (Sale and Conveyancing) Act 1994 section 13A*

Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

Before you buy a home there are a number of things that you should investigate and consider. Though it may not be obvious at the time, there could be matters that may affect your enjoyment of the property, the safety of people on the property or the value of the property.

The following questions may help you to identify if a property is appropriate to purchase. In many cases the questions relate to a variety of laws and standards. These laws and standards change over time, so it is important to seek the most up to date information. Various government agencies can provide up to date and relevant information on many of these questions. To find out more, Consumer and Business Services recommends that you check the website: [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

Consider having a professional building inspection done before proceeding with a purchase. A building inspection will help you answer some of the questions below.

The questions have been categorised under the headings **Safety**, **Enjoyment** and **Value**, but all of the issues are relevant to each heading.

### **Safety**

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- Is there **asbestos** in any of the buildings or elsewhere on the property eg sheds and fences?
- Does the property have any significant **defects** eg **cracking** or **salt damp**? Have the wet areas been waterproofed?
- Is the property in a **bushfire** prone area?
- Are the **electrical wiring**, **gas installation**, **plumbing and appliances** in good working order and in good condition? Is a **safety switch** (RCD) installed? Is it working?
- Are there any prohibited **gas appliances** in bedrooms or bathrooms?
- Are **smoke alarms** installed in the house? If so, are they hardwired? Are they in good working order and in good condition? Are they compliant?
- Is there a **swimming pool and/or spa pool** installed on the property? Are there any safety barriers or fences in place? Do they conform to current standards?
- Does the property have any **termite** or other pest infestations? Is there a current preventive termite treatment program in place? Was the property treated at some stage with persistent organochlorins (now banned) or other **toxic** termiticides?
- Has fill been used on the site? Is the soil contaminated by **chemical residues** or waste?
- Does the property use **cooling towers** or manufactured warm water systems? If so, what are the maintenance requirements?



## **Enjoyment**

---

- Does the property have any **stormwater** problems?
- Is the property in a **flood prone** area? Is the property prone to coastal flooding?
- Does the property have an on-site **wastewater treatment facility** such as a septic tank installed? If so, what are the maintenance requirements? Is it compliant?
- Is a **sewer mains connection** available?
- Are all gutters, downpipes and stormwater systems in good working order and in good condition?
- Is the property near **power lines**? Are there any trees on the property near power lines? Are you considering planting any trees? Do all structures and trees maintain the required clearance from any power lines?
- Are there any **significant** trees on the property?
- Is this property a unit on **strata or community title**? What could this mean for you? Is this property on strata or community title? Do you understand the restrictions of use and the financial obligations of ownership? Will you have to pay a previous owner's debt or the cost of planned improvements?
- Is the property close to a hotel, restaurant or other venue with entertainment consent for live music? Is the property close to any industrial or commercial activity, a busy road or airport etc that may result in the generation of **noise** or the **emission of materials or odours** into the air?
- What appliances, equipment and fittings are included in the sale of the property?
- Is there sufficient car parking space available to the property?

## **Value**

---

- Are there any **illegal or unapproved additions**, extensions or alterations to the buildings on the property?
- How **energy efficient** is the home, including appliances and lighting? What **energy sources** (eg electricity, gas) are available?
- Is the property connected to SA Water operated and maintained **mains water**? Is a mains water connection available? Does the property have a **recycled water** connection? What sort of water meter is located on the property (a **direct or indirect meter** – an indirect meter can be located some distance from the property)? Is the property connected to a water meter that is also serving another property?
- Are there water taps outside the building? Is there a watering system installed? Are they in good working order and in good condition?
- Does the property have **alternative sources** of water other than mains water supply (including **bore or rainwater**)? If so, are there any special maintenance requirements?

For more information on these matters visit: [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

Disclaimer: There may be other issues relevant to the purchase of real estate. If you are unable to ascertain enough information about the questions raised in this form and any other concerns you may have we strongly recommend you obtain independent advice through a building inspection, a lawyer, and a financial adviser.

# Annexure C

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## LOCAL AUTHORITY SEARCH

CT Volume 6148 Folio 225

City of Salisbury  
ABN 82 615 416 895  
34 Church Street  
PO Box 8  
Salisbury SA 5108

(08) 8406 8222  
city@salisbury.sa.gov.au  
salisbury.sa.gov.au



3 July 2025

B Eckermann  
PO Box 191  
CAMPBELLTOWN SA 5074

**Location:** 55 Rivergum Circuit , Paralowie SA 5108  
**Title Details:** Lot 2 D 94185  
CT-6148/225  
**Owner:** O K E Pacione and M E R Pacione  
**Assessment No:** 709219

I CERTIFY IN TERMS OF SECTION 187 (1) OF THE LOCAL GOVERNMENT ACT as follows: -

- (a) That the rates and other monies which are due and payable to the Council in respect of the above property at the date of the giving of this certificate are as listed below.
- (b) That the rates become due and payable on the 1<sup>st</sup> July each year.
- (c) That the rates, fines, arrears, and property debts are a charge upon the said property.

Details of the AMOUNT OF RATES DECLARED for the current financial year: -

<b>Rates:</b>	<b>1,767.95</b>
Rebates:	0.00
<b>Total:</b>	<b>1,767.95</b>

Details of the AMOUNTS OUTSTANDING at the time of giving this certificate: -

	Arrears:	0.00
	Interest on Arrears:	0.00
	Fines on Current:	0.00
<i>Less</i>	Paid This Year:	0.00
	Arrears Legal Fees:	0.00
	Current Legal Fees:	0.00
	Overpayment:	0.00
	Refunds:	0.00
	-----	
	Current Rates Balance:	1,767.95
	Property Debt:	0.00
	Building Upgrade Debt:	0.00
	Current reWater Balance:	40.30
	<b>Total Balance:</b>	<b>\$1,808.25</b>

**Meter ID: R14W00801**

*Current Recycled Water (reWater) Balance as noted above refers to an outstanding balance on the account. It is important to note that further charges up until the settlement date may be incurred. A final meter reading must be requested 7 days in advance of expected settlement date. Please contact 8406 8222 or email [rewater@salisbury.sa.gov.au](mailto:rewater@salisbury.sa.gov.au) to arrange a final Recycled Water (reWater) meter reading and final account on date of settlement.*

**Important Information:**

Rates Certificates are valid for 90 days from the date of the certificate.

**Please phone Council's Customer Centre on 8406 8222 within two weeks before settlement to confirm settlement date and final payment amounts, as rates liability may have changed.**

Certificates will not be reissued due to a new financial year without an additional payment.

Refer to Council's Customer Centre for further details or updates on 8406 8222.

Per



**Heidi Crossley**

Delegate

Telephone: (08) 8406 8222

Email: [hcrossley@salisbury.sa.gov.au](mailto:hcrossley@salisbury.sa.gov.au)

BPAY Payments can be made using the following details:

**\* Please ensure that settlement amount is confirmed via phone before making payments via Bpay**

Billercode: 8649

Reference: 709219

City of Salisbury  
ABN 82 615 416 895  
34 Church Street  
PO Box 8  
Salisbury SA 5108

(08) 8406 8222  
city@salisbury.sa.gov.au  
salisbury.sa.gov.au



14 July 2025

B Eckermann  
PO Box 191  
CAMPBELLTOWN SA 5074

Dear Sir / Madam

**Request for Information**

We refer to your request and now attached particulars and documentary material which Council must supply pursuant to the provisions of the Local Government Act and the Land Business (Sale and Conveyancing) Act.

Yours faithfully

Per

A handwritten signature in black ink, appearing to read "H. Crossley", written over a light blue horizontal line.

**Heidi Crossley**  
Delegate  
Telephone: (08) 8406 8222  
Email: development@salisbury.sa.gov.au

City of Salisbury  
ABN 82 615 416 895  
34 Church Street  
PO Box 8  
Salisbury SA 5108

(08) 8406 8222  
city@salisbury.sa.gov.au  
salisbury.sa.gov.au



## LAND AND BUSINESS (SALE AND CONVEYANCING) ACT INFORMATION PURSUANT TO SECTION 7 CERTIFICATE

<b>APPLICANT</b>	B Eckermann	<b>Certificate No:</b> 89970
	PO Box 191 CAMPBELLTOWN SA 5074	<b>Date of Issue:</b> 14 July 2025

<b>DESCRIPTION OF LAND</b>	55 Rivergum Circuit , Paralowie SA 5108 CT-6148/225
----------------------------	--

*We refer to your request for information and now attach particulars and documentary material, which Council must supply pursuant to the provisions of the Local Government Act and the Land Business (Sale and Conveyancing) Act.*

### DEVELOPMENT ACT 1993 (repealed)

#### SECTION 42

#### Condition (that continues to apply) of a development authorisation

Application No: 361/921/2015/1A  
Description: SINGLE STOREY DWELLING  
Decision Date: 05-Jun-2015  
Decision: Approved  
Conditions: 3

1. The refuse/litter from the building site shall be contained in a suitable metal or mesh receptacle on the site. All waste produced on the site is to be retained in the container at all times and removed from the site at the completion of the building work.

The site shall also be provided with proper sanitary facilities, namely a builders toilet, at all times during the construction of the proposed building work.

*Reason: To prevent the spread of building waste to adjoining premises and to maintain sanitary conditions on site.*

2. The Builder/Owner is required to give Council one business days notice of the following stages of construction;
  - Prior to placement of concrete for footings or other structural purposes; and

- Where an Engineer carries out an inspection, a copy of the Engineer's inspection certificate shall be provided to the council within fourteen (14) days of the inspection date;
- Notification shall be provided, in writing, to the council at the completion of wall and roof framing, and prior to the fixing of any internal linings; and
- Within one business day of wall and roof framing notification a completed supervisor's checklist (as required by Regulation 74 of the Development Regulations 2008) shall be provided to council; and
- The roof framing shall not be concealed for a period of two (2) business days following the receipt of the above notification by the council, so as to allow council the opportunity to inspect the completed work; and
- At the completion of the building work, prior to hand over.

A person who breaches one of the above requirements is guilty of an offence.

Maximum penalty: \$10 000

Expiation fee: \$500

3. The proposal shall be developed in accordance with the details and Council stamped approved plans lodged with the application, except where varied by the conditions herein.

*Reason: To ensure the proposal is established in accordance with the submitted plans.*

#### **Repealed Act Conditions**

**Condition (that continues to apply) of an approval or authorisation granted under the**

**Building Act 1971 (repealed)**

**City of Adelaide Development Control Act 1976 (repealed)**

**Planning Act 1982 (repealed) or**

**Planning and Development Act 1966 (repealed)**

No

#### **PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016**

#### **PART 5 – Planning and Design Code**

**Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):**

Refer to PlanSA Section 7 report attached.

**Is there a State heritage place on the land or is the land situated in a State heritage area?**

Refer to PlanSA Section 7 Report attached

**Is the land designated as a place of local heritage place?**

Refer to PlanSA Section 7 Report attached

**Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?**

Refer to PlanSA Section 7 Report attached

**Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?**

Flooding Hazards Mapping Update Code Amendment  
Accommodation Diversity Code Amendment

For further information about the Planning and Design Code Amendment visit [Code amendments | PlanSA](#)

Also refer to Property Interest Report

**Section 127 – Condition (that continues to apply) of a development authorisation**

Refer to PlanSA Section 7 Report attached

#### **DEVELOPMENT ACT 1993 (repealed)**

**Section 50(1)—Requirement to vest land in a council or the Crown to be held as open space**

No

**Section 50(2)—Agreement to vest land in a council or the Crown to be held as open space**

No

**Section 55—Order to remove or perform work**

No

**Section 56—Notice to complete development**

No

**Section 57—Land management agreement**

SEE TITLE FOR DETAILS



**Section 69—Emergency order**

No

**Section 71—Fire safety notice**

No

**Section 84—Enforcement notice**

No

**Section 85(6), 85(10) or 106—Enforcement order**

No

**Part 11 Division 2—Proceedings**

No

**FIRE AND EMERGENCY SERVICES ACT 2005**

**Section 105F (or section 56 or 83 (repealed)) – Notice to take action to prevent outbreak or spread of fire.**

No

**FOOD ACT 2001**

**Section 44—Improvement Notice**

No

**Section 46—Prohibition Order**

No

**HOUSING IMPROVEMENT ACT 1940 (repealed)**

**Section 23—declaration that house is undesirable or unfit for human habitation**

No

**Part 7 (rent control for substandard houses) – Notice or declaration**

No

**LAND ACQUISITION ACT 1969**

**Section 10 Notice of Intention to acquire**

No

**LOCAL GOVERNMENT ACT 1934 (repealed)**

**Notice, order, declaration, charge, claim or demand given or made under the Act**

No

**LOCAL GOVERNMENT ACT 1999**

**Notice, order, declaration, charge, claim or demand given or made under the Act**

No

For charges refer to the Certificate of Rates Liabilities

**LOCAL NUISANCE AND LITTER CONTROL ACT 2016**

**Section 30 – Nuisance or litter abatement notice**

No

**PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016**

**Section 141 – Order to Remove or Perform Work**

No

**Section 142 – Notice to Complete Development**

No

**Section 155 – Emergency Order**

No

**Section 157 – Fire Safety Notice**

No

**Section 192 or 193 Land Management Agreement**

SEE TITLE FOR DETAILS

**Section 198(1) – Requirements to Vest Land in a Council or the Crown to Held as Open Space**

No

**Section 198(2) – Agreement to Vest Land in a Council or the Crown to be held as Open Space**

No

**Part 16 Division 1 – Proceedings**

No

**Section 213 – Enforcement Notice**

No

**Section 214(6), 214(10) or 222 – Enforcement Order**

No

**PUBLIC AND ENVIRONMENTAL HEALTH ACT 1987 (repealed)**

**Part 3—Notice**

No

**Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval**

No

**Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) regulation 19—Maintenance order (that has not been complied with)**

No

**SOUTH AUSTRALIAN PUBLIC HEALTH ACT 2011**

**Section 92 – Notice**

No

**South Australian Public Health (Wastewater) Regulations 2013 Part 4 – Condition (that continues to apply) of an approval**

No

**OTHER CHARGES****Charge of any kind affecting the land (not included in another item)**

For charges refer to the Certificate of Rates Liabilities

**BUILDING INDEMNITY INSURANCE****Section 7(1)(c)****Any approved building work undertaken on the property the subject of Building Indemnity Insurance.****Note—Building indemnity insurance is not required for—**

- (a) domestic building work for which approval under the *Planning, Development and Infrastructure Act 2016*, the repealed *Development Act 1993* or the repealed *Building Act 1971* is or was not required; or
- (b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or
- (c) domestic building work commenced before 1 May 1987; or
- (d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 2011*; or
- (e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

YES

Application No:	361/921/2015
Name(s) of person(s) insured:	Oliver and Marlyn Pacione
Name of insurer:	QBE
Certificate Number:	410047806BWI-383
Limitations on the liability of the insurer:	\$174,356.00
Name of builder:	Simonds SA Pty Ltd
Builder's Licence Number:	U BLD237036
Date of issue of insurance:	21/05/2015
Description of insured building work:	New single dwelling construction contract

Also refer to PlanSA Section 7 Report attached.

**FURTHER INFORMATION HELD BY COUNCIL**

**Does the council hold details of any development approvals relating to –**

- (a) commercial or industrial activity at the land; or**
- (b) a change in the use of the land or part of the land (within the meaning of the Development Act 1993 or the Planning, Development and Infrastructure Act 2016**

*All development approvals on council records relating to this subject land are listed under the heading "Development Act 1993" or are provided in the Plan SA Section 7 Report attached.*

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The information herein is provided pursuant to the Council's obligations under Section 7 of the Land Business (Sales and Conveyancing) Act, 1994.

Only that information which is required to be provided has been given and that information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.

Per



**Authorised Officer:** Heidi Crossley

**Date:** 14/07/2025

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Certificate No. 89970



# Recycled Water Supply

## CHARGE AFFECTING THE LAND

Item 57 Land and Business (Sale and Conveyancing) Act Regulations 1995

### RECYCLED WATER IS CONNECTED TO THIS PROPERTY

This property has a dual water supply **(1)** SA Water drinking water supply and **(2) Salisbury Water Recycled Water Supply**.

Salisbury Water is the term used for Council's recycled non-drinking water that is supplied to parks, reserves, schools, industry and some new residential sub-divisions. Salisbury Water is primarily recycled water and native groundwater which is treated to a standard fit for purposes. The City of Salisbury is a licenced Water Retailer in accordance with the Water Industry Act 2012.

In accordance with **(1)** a Land Management Agreement, noted on the title, for the management and regulation of Salisbury Water, and **(2)** Council's Standard Customer Sales Contract for its Salisbury Water Retail Service for the use of, and payment for, a metered supply of Salisbury Water, may result in an outstanding liability/charge against the property.

#### **VENDOR'S CONVEYANCER:** Request a Meter Read / Finalise Account upon Settlement

To establish what charge exists, a scheduled meter reading will take place on the day of transfer with the change of property ownership advice. The **Vendor's Conveyancer** will be advised of the outstanding charge and is to forward the payment to finalise the **Vendor's account** from an amount held in reserve.

The **Vendor's Conveyancer** responsible for discharging the existing liabilities for the property transfer and is advised to promptly contact Council's Salisbury Water Business Unit regarding the ***expected settlement date and what amount of the settlement proceeds should be held in reserve***. We request ***7 days notice*** to book a scheduled meter

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Certificate No. 89970

read. Please note that the amount to finalise the account will never exceed the amount Council has advised to hold in reserve.

Salisbury Water Business Unit      Ph:      8406 8598      Mobile: 0401 376 404

Email      [rewater@salisbury.sa.gov.au](mailto:rewater@salisbury.sa.gov.au)

### **INFORMATION FOR PURCHASERS**

#### ***Standard Sales Contract / Customer Charter***

The **Purchaser(s)** should be advised that the person who becomes the registered proprietor of this property will be automatically covered by Council's Standard Customer Sales Contract for its Salisbury Water Retail Service. This will apply to all residential properties and some non-residential properties. Note, some commercial properties will be required to enter into a Water Supply Agreement with Council as soon as practical after settlement. If you are a commercial customer please contact the Salisbury Water Business Unit immediately to determine if a new Water Supply Agreement is to be entered into. A copy of Council's Standard Sales Contract and Customer Service Charter is available from the City of Salisbury website [www.salisbury.sa.gov.au](http://www.salisbury.sa.gov.au)

#### ***Cross Connection Audit – Self Audit***

The **Purchaser(s)** should also be advised that it is recommended they (or their building inspector) undertake a **Salisbury Water Self Audit** of the property prior to settlement to ensure that there is no interconnection between the Salisbury Water Service and the SA Water drinking water service. It is the Purchaser(s) responsibility to ensure there is no cross connection between the water services prior to settlement. The Purchaser will become responsible for rectifying any cross connections found during Council's 5 yearly inspection program. Vendors/Purchaser(s) can contact the Salisbury Water Business Unit to find out the last cross connection audit date for information only. The Salisbury Water Self Audit form can be downloaded from the City of Salisbury website [www.salisbury.sa.gov.au](http://www.salisbury.sa.gov.au)

Further information on Councils Salisbury Water Retail Service is available on the City of Salisbury's website [www.salisbury.sa.gov.au](http://www.salisbury.sa.gov.au) or please contact us on 8406 8222.

## SALES NOTICE

The City of Salisbury has within it two significant airports. Parafield Airport is a general aviation airport that also provides for aviation training facilities which includes repeated landing and take-off flight circuit training, and the RAAF Base Edinburgh which is a significant military airfield that includes jet fighters and long range surveillance aircraft within its operations. Both airports are controlled by Federal legislation and administered by Federal Government Agencies, not Council.

The property for sale may be subject to overflight and aircraft noise from these airports, and there may also be overflights as a result of Adelaide Airport flights. Intending residents or business proprietors are advised that living or working in the vicinity of an airport may result in noise from the airport operations and flights and that individual sensitivity can vary from person to person. Intending purchasers should consider their situation and sensitivities to airplane noise.

The following information links may assist you in coming to an understanding of the suitability of the property for your situation regarding aircraft noise:

Internet Link	Organisation
<a href="https://www.parafieldairport.com.au/operations/master-planning">https://www.parafieldairport.com.au/operations/master-planning</a>	Parafield Airport - Master Plan  Document identifying future anticipated operations which Includes maps of flight paths, noise metrics and explanation of the noise forecast system.
<a href="http://www.defence.gov.au/aircraftnoise/Edinburgh/Default.asp">http://www.defence.gov.au/aircraftnoise/Edinburgh/Default.asp</a>	Department of Defence – RAAF Base Edinburgh  Informs on aircraft, flight paths, noise forecasts, aircraft fleet, and general matters.
<a href="https://infrastructure.gov.au/aviation/environmental/aircraft-noise/index.aspx">https://infrastructure.gov.au/aviation/environmental/aircraft-noise/index.aspx</a>	Australian Government Federal Agency  Aircraft noise and complaints information
<a href="http://aircraftnoise.com.au/">http://aircraftnoise.com.au/</a>	Airservices Australia and Australian Airports Association initiative.  Information on aircraft noise, its management, and what you can do to reduce its impact.
<a href="http://www.airservicesaustralia.com/aircraftnoise/">http://www.airservicesaustralia.com/aircraftnoise/</a>	Australian Government Airservices Australia  Information on aircraft noise, its management, upcoming operations at different airports around Australia, links to things to consider on airplane noise when purchasing a house, and Fact Sheets
<a href="http://www.airservicesaustralia.com/aircraftnoise/noise-resources/">http://www.airservicesaustralia.com/aircraftnoise/noise-resources/</a>	Australian Government Airservices Australia  Links to other relevant information and resources
<a href="http://www.airservicesaustralia.com/aircraftnoise/webtrak/">http://www.airservicesaustralia.com/aircraftnoise/webtrak/</a>	Australian Government Airservices Australia  Link to Web Trak, a web viewer for civil aircraft movements



<a href="https://www.aviationcomplaints.gov.au/">https://www.aviationcomplaints.gov.au/</a>	Australian Government  Site for aviation complaints, including military flying activities.
<a href="http://www.ano.gov.au/">http://www.ano.gov.au/</a>	Federal Aircraft Noise Ombudsman office  Investigates handling of Airservices Australia and Defence's complaints, community consultation processes and presentation of noise information.

## Data Extract for Section 7 search purposes

Valuation ID 4436568156

**Data Extract Date:** 14/07/2025

### Important Information

*This Data Extract contains information that has been input into the Development Application Processing (DAP) system by either the applicant or relevant authority for the development for which approval was sought under the Planning, Development and Infrastructure Act 2016. The Department for Housing and Urban Development does not make any guarantees as to the completeness, reliability or accuracy of the information contained within this Data Extract and councils should verify or confirm the accuracy of the information in the Data Extract in meeting their obligations under the Land and Business (Sale and Conveyancing) Act 1994.*

**Parcel ID:** D94185 AL2

**Certificate Title:** CT6148/225

**Property Address:** 55 RIVERGUM CCT PARALOWIE SA 5108

### Zones

General Neighbourhood (GN)

### Subzones

No

### Zoning overlays

#### Overlays

#### **Airport Building Heights (Regulated) (All structures over 45 metres)**

The Airport Building Heights (Regulated) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of commercial and military airfields.

#### **Affordable Housing**

The Affordable Housing Overlay seeks to ensure the integration of a range of affordable dwelling types into residential and mixed use development.

#### **Building Near Airfields**

The Building Near Airfields Overlay seeks to ensure development does not pose a hazard to the operational and safety requirements of commercial and military airfields.

#### **Defence Aviation Area (All structures over 90 metres)**

The Defence Aviation Area Overlay seeks to ensure building height does not pose a hazard to the operational and safety requirements of Defence Aviation Areas.

#### **Hazards (Flooding)**

The Hazards (Flooding) Overlay seeks to minimise flood hazard risk to people, property, infrastructure and the environment.

#### **Hazards (Flooding - General)**

The Hazards (Flooding - General) Overlay seeks to minimise impacts of general flood risk through appropriate siting and design of development.

#### **Prescribed Wells Area**

The Prescribed Wells Area Overlay seeks to ensure sustainable water use in prescribed wells areas.

#### **Regulated and Significant Tree**

The Regulated and Significant Tree Overlay seeks to mitigate the loss of regulated trees through appropriate development and redevelopment.

#### **Stormwater Management**

The Stormwater Management Overlay seeks to ensure new development incorporates water sensitive urban design techniques to capture and re-use stormwater.

#### **Traffic Generating Development**

The Traffic Generating Development Overlay aims to ensure safe and efficient vehicle movement and access along urban transport routes and major urban transport routes.

#### **Urban Tree Canopy**

The Urban Tree Canopy Overlay seeks to preserve and enhance urban tree canopy through the planting of new trees and retention of existing mature trees where practicable.

### **Is the land situated in a State Heritage Place/Area**

No

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

<http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx>

### **Is the land designated as a Local Heritage Place**

No

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

<http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx>

**Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code (the Code) to be a significant tree or trees on the land? (Note: there may be regulated and/or significant trees on the land that are not listed in the Code - see below).**

No declared trees. Refer to Regulated and Significant Tree Overlay.

Under the Planning, Development and Infrastructure Act 2016 (the Act), a tree may be declared as a significant tree in the Code, or it may be declared as a significant or regulated tree by the Planning, Development and Infrastructure (General) Regulations 2017. Under the Act, protections exist for trees declared to be significant and/or regulated trees. Further information regarding protected trees can be found on the PlanSA website: <https://plan.sa.gov.au/>

Open the Online Planning and Design Code to browse the full Code and Part 10 - Significant Trees for more information.

<https://code.plan.sa.gov.au/>

### Associated Development Authorisation Information

*A Development Application cannot be enacted unless the Development Authorisation for Development Approval has been granted..*

No

### Land Management Agreement (LMA)

- 12319232 Agreement with Council CITY OF SALISBURY

# Annexure D

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## PROPERTY INTEREST REPORT

CT Volume 6148 Folio 225

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Annexure D

# Property Interest Report

Provided by Land Services SA on behalf of the South Australian Government

Title Reference	CT 6148/225	Reference No. 2686109
Registered Proprietors	O K & M E*PACIONE	Prepared 01/07/2025 10:50
Address of Property	55 RIVERGUM CIRCUIT, PARALOWIE, SA 5108	
Local Govt. Authority	CITY OF SALISBURY	
Local Govt. Address	PO BOX 8 SALISBURY SA 5108	

This report provides information that may be used to complete a Form 1 as prescribed in the *Land and Business (Sale and Conveyancing) Act 1994*

## Table of Particulars

Particulars of mortgages, charges and prescribed encumbrances affecting the land as identified in Division 1 of the Schedule to Form 1 as described in the Regulations to the *Land and Business (Sale and Conveyancing) Act 1994*

All enquiries relating to the Regulations or the Form 1 please contact Consumer & Business Services between 8:30 am and 5:00 pm on 131 882 or via their website [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

Prescribed encumbrance	Particulars (Particulars in bold indicates further information will be provided)
------------------------	--

### 1. General

- |     |  |  |
|-----|--|--|
| 1.1 | Mortgage of land<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title  |
| 1.2 | Easement (whether over the land or annexed to the land)<br><br>Note--"Easement" includes rights of way and party wall rights<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title  |
| 1.3 | Restrictive covenant<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 1.4 | Lease, agreement for lease, tenancy agreement or licence<br>(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title<br><br>also<br><br>Contact the vendor for these details    |
| 1.5 | Caveat   | Refer to the Certificate of Title  |
| 1.6 | Lien or notice of a lien   | Refer to the Certificate of Title  |

### 2. Aboriginal Heritage Act 1988

- |     |   |   |
|-----|---|---|
| 2.1 | section 9 - Registration in central archives of an Aboriginal site or object              | Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title |
| 2.2 | section 24 - Directions prohibiting or restricting access to, or activities on, a site or | Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title                            |

an area surrounding a site

2.3 Part 3 Division 6 - Aboriginal heritage agreement

Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title

also

Refer to the Certificate of Title

### 3. ***Burial and Cremation Act 2013***

3.1 section 8 - Human remains interred on land

Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title

also

contact the vendor for these details

### 4. ***Crown Rates and Taxes Recovery Act 1945***

4.1 section 5 - Notice requiring payment

Crown Lands Program in DEW has no record of any notice affecting this title

### 5. ***Development Act 1993 (repealed)***

5.1 section 42 - Condition (that continues to apply) of a development authorisation

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

*[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*

also

Contact the Local Government Authority for other details that might apply

5.2 section 50(1) - Requirement to vest land in a council or the Crown to be held as open space

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

5.3 section 50(2) - Agreement to vest land in a council or the Crown to be held as open space

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

5.4 section 55 - Order to remove or perform work

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

5.5 section 56 - Notice to complete development

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

5.6 section 57 - Land management agreement

Refer to the Certificate of Title

5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

5.8 section 69 - Emergency order

State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

5.9 section 71 - Fire safety notice

Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any notice affecting this title

- |      |  |  |
|------|--|--|
| 5.10 | section 84 - Enforcement notice                  | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title |
|      |  | also   |
|      |  | Contact the Local Government Authority for other details that might apply  |
| 5.11 | section 85(6), 85(10) or 106 - Enforcement order | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title |
|      |  | also   |
|      |  | Contact the Local Government Authority for other details that might apply  |
| 5.12 | Part 11 Division 2 - Proceedings                 | Contact the Local Government Authority for other details that might apply  |
|      |  | also   |
|      |  | Contact the vendor for these details   |

## 6. Repealed Act conditions

- |     |   |  |
|-----|---|--|
| 6.1 | Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed) | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title |
|     |   | also   |
|     |   | Contact the Local Government Authority for other details that might apply  |
- [Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*

## 7. Emergency Services Funding Act 1998

- |     |                                 |  |
|-----|---------------------------------|--|
| 7.1 | section 16 - Notice to pay levy | <p>An Emergency Services Levy Certificate will be forwarded.<br/>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</p> <p>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates<br/><a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p> |
|-----|---------------------------------|--|

## 8. Environment Protection Act 1993

- |     |   |  |
|-----|---|--|
| 8.1 | section 59 - Environment performance agreement that is registered in relation to the land   | EPA (SA) will respond with details relevant to this item |
| 8.2 | section 93 - Environment protection order that is registered in relation to the land  | EPA (SA) will respond with details relevant to this item |
| 8.3 | section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land                   | EPA (SA) will respond with details relevant to this item |
| 8.4 | section 99 - Clean-up order that is registered in relation to the land  | EPA (SA) will respond with details relevant to this item |
| 8.5 | section 100 - Clean-up authorisation that is registered in relation to the land   | EPA (SA) will respond with details relevant to this item |
| 8.6 | section 103H - Site contamination assessment order that is registered in relation to the land   | EPA (SA) will respond with details relevant to this item |
| 8.7 | section 103J - Site remediation order that is registered in relation to the land  | EPA (SA) will respond with details relevant to this item |
| 8.8 | section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination) | EPA (SA) will respond with details relevant to this item |



8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) will respond with details relevant to this item
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) will respond with details relevant to this item
<b>9.</b>	<b><i>Fences Act 1975</i></b>	
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
<b>10.</b>	<b><i>Fire and Emergency Services Act 2005</i></b>	
10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor
<b>11.</b>	<b><i>Food Act 2001</i></b>	
11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
<b>12.</b>	<b><i>Ground Water (Qualco-Sunlands) Control Act 2000</i></b>	
12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title
<b>13.</b>	<b><i>Heritage Places Act 1993</i></b>	
13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title
<b>14.</b>	<b><i>Highways Act 1926</i></b>	
14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title
<b>15.</b>	<b><i>Housing Improvement Act 1940 (repealed)</i></b>	
15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title
<b>16.</b>	<b><i>Housing Improvement Act 2016</i></b>	

- |      |  |  |
|------|--|--|
| 16.1 | Part 3 Division 1 - Assessment, improvement or demolition orders | Housing Safety Authority has no record of any notice or declaration affecting this title |
| 16.2 | section 22 - Notice to vacate premises                           | Housing Safety Authority has no record of any notice or declaration affecting this title |
| 16.3 | section 25 - Rent control notice                                 | Housing Safety Authority has no record of any notice or declaration affecting this title |

## 17. *Land Acquisition Act 1969*

- |      |   |   |
|------|---|---|
| 17.1 | section 10 - Notice of intention to acquire | Refer to the Certificate of Title for any notice of intention to acquire<br>also<br>Contact the Local Government Authority for other details that might apply |
|------|---|---|

## 18. *Landscape South Australia Act 2019*

- |       |   |   |
|-------|---|---|
| 18.1  | section 72 - Notice to pay levy in respect of costs of regional landscape board                             | The regional landscape board has no record of any notice affecting this title   |
| 18.2  | section 78 - Notice to pay levy in respect of right to take water or taking of water                        | DEW has no record of any notice affecting this title  |
| 18.3  | section 99 - Notice to prepare an action plan for compliance with general statutory duty                    | The regional landscape board has no record of any notice affecting this title   |
| 18.4  | section 107 - Notice to rectify effects of unauthorised activity  | The regional landscape board has no record of any notice affecting this title<br>also<br>DEW has no record of any notice affecting this title   |
| 18.5  | section 108 - Notice to maintain watercourse or lake in good condition                                      | The regional landscape board has no record of any notice affecting this title   |
| 18.6  | section 109 - Notice restricting the taking of water or directing action in relation to the taking of water | DEW has no record of any notice affecting this title  |
| 18.7  | section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object             | The regional landscape board has no record of any notice affecting this title   |
| 18.8  | section 112 - Permit (or condition of a permit) that remains in force                                       | The regional landscape board has no record of any permit (that remains in force) affecting this title<br>also<br>DEW has no record of any permit (that remains in force) affecting this title |
| 18.9  | section 120 - Notice to take remedial or other action in relation to a well                                 | DEW has no record of any notice affecting this title  |
| 18.10 | section 135 - Water resource works approval   | DEW has no record of a water resource works approval affecting this title   |
| 18.11 | section 142 - Site use approval   | DEW has no record of a site use approval affecting this title   |
| 18.12 | section 166 - Forest water licence  | DEW has no record of a forest water licence affecting this title  |
| 18.13 | section 191 - Notice of instruction as to keeping or management of animal or plant                          | The regional landscape board has no record of any notice affecting this title   |
| 18.14 | section 193 - Notice to comply with action order for the destruction or control of animals or plants        | The regional landscape board has no record of any notice affecting this title   |
| 18.15 | section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve            | The regional landscape board has no record of any notice affecting this title   |
| 18.16 | section 196 - Notice requiring control or quarantine of animal or plant                                     | The regional landscape board has no record of any notice affecting this title   |
| 18.17 | section 207 - Protection order to secure compliance with specified provisions of the                        | The regional landscape board has no record of any notice affecting this title   |

## Act

- |       |  |   |
|-------|--|---|
| 18.18 | section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act | The regional landscape board has no record of any notice affecting this title |
| 18.19 | section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act  | The regional landscape board has no record of any notice affecting this title |
| 18.20 | section 215 - Orders made by ERD Court   | The regional landscape board has no record of any notice affecting this title |
| 18.21 | section 219 - Management agreements  | The regional landscape board has no record of any notice affecting this title |
| 18.22 | section 235 - Additional orders on conviction  | The regional landscape board has no record of any notice affecting this title |

**19. Land Tax Act 1936**

- |      |   |  |
|------|---|--|
| 19.1 | Notice, order or demand for payment of land tax | <p><b>A Land Tax Certificate will be forwarded.</b><br/> <b>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b></p> <p>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates<br/> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p> |
|------|---|--|

**20. Local Government Act 1934 (repealed)**

- |      |   |   |
|------|---|---|
| 20.1 | Notice, order, declaration, charge, claim or demand given or made under the Act | Contact the Local Government Authority for other details that might apply |
|------|---|---|

**21. Local Government Act 1999**

- |      |   |   |
|------|---|---|
| 21.1 | Notice, order, declaration, charge, claim or demand given or made under the Act | Contact the Local Government Authority for other details that might apply |
|------|---|---|

**22. Local Nuisance and Litter Control Act 2016**

- |      |  |   |
|------|--|---|
| 22.1 | section 30 - Nuisance or litter abatement notice | Contact the Local Government Authority for other details that might apply |
|------|--|---|

**23. Metropolitan Adelaide Road Widening Plan Act 1972**

- |      |  |   |
|------|--|---|
| 23.1 | section 6 - Restriction on building work | Transport Assessment Section within DIT has no record of any restriction affecting this title |
|------|--|---|

**24. Mining Act 1971**

- |      |   |   |
|------|---|---|
| 24.1 | Mineral tenement (other than an exploration licence)  | Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title |
| 24.2 | section 9AA - Notice, agreement or order to waive exemption from authorised operations            | Contact the vendor for these details  |
| 24.3 | section 56T(1) - Consent to a change in authorised operations                                     | Contact the vendor for these details  |
| 24.4 | section 58(a) - Agreement authorising tenement holder to enter land                               | Contact the vendor for these details  |
| 24.5 | section 58A - Notice of intention to commence authorised operations or apply for lease or licence | Contact the vendor for these details  |
| 24.6 | section 61 - Agreement or order to pay compensation for authorised operations                     | Contact the vendor for these details  |
| 24.7 | section 75(1) - Consent relating to extractive minerals   | Contact the vendor for these details  |
| 24.8 | section 82(1) - Deemed consent or agreement   | Contact the vendor for these details  |

- |      |   |   |
|------|---|---|
| 24.9 | Proclamation with respect to a private mine | Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title |
|------|---|---|

## 25. *Native Vegetation Act 1991*

- |      |  |  |
|------|--|--|
| 25.1 | Part 4 Division 1 - Heritage agreement   | DEW Native Vegetation has no record of any agreement affecting this title<br><br>also<br><br>Refer to the Certificate of Title |
| 25.2 | section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider | DEW Native Vegetation has no record of any agreement affecting this title<br><br>also<br><br>Refer to the Certificate of Title |
| 25.3 | section 25D - Management agreement   | DEW Native Vegetation has no record of any agreement affecting this title<br><br>also<br><br>Refer to the Certificate of Title |
| 25.4 | Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation                    | DEW Native Vegetation has no record of any refusal or condition affecting this title   |

## 26. *Natural Resources Management Act 2004 (repealed)*

- |       |  |  |
|-------|--|--|
| 26.1  | section 97 - Notice to pay levy in respect of costs of regional NRM board  | The regional landscape board has no record of any notice affecting this title        |
| 26.2  | section 123 - Notice to prepare an action plan for compliance with general statutory duty  | The regional landscape board has no record of any notice affecting this title        |
| 26.3  | section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object                                  | The regional landscape board has no record of any notice affecting this title        |
| 26.4  | section 135 - Condition (that remains in force) of a permit  | The regional landscape board has no record of any notice affecting this title        |
| 26.5  | section 181 - Notice of instruction as to keeping or management of animal or plant   | The regional landscape board has no record of any notice affecting this title        |
| 26.6  | section 183 - Notice to prepare an action plan for the destruction or control of animals or plants                               | The regional landscape board has no record of any notice affecting this title        |
| 26.7  | section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve                                 | The regional landscape board has no record of any notice affecting this title        |
| 26.8  | section 187 - Notice requiring control or quarantine of animal or plant  | The regional landscape board has no record of any notice affecting this title        |
| 26.9  | section 193 - Protection order to secure compliance with specified provisions of the Act   | The regional landscape board has no record of any order affecting this title         |
| 26.10 | section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act | The regional landscape board has no record of any order affecting this title         |
| 26.11 | section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act  | The regional landscape board has no record of any authorisation affecting this title |

## 27. *Outback Communities (Administration and Management) Act 2009*

- |      |   |  |
|------|---|--|
| 27.1 | section 21 - Notice of levy or contribution payable | Outback Communities Authority has no record affecting this title |
|------|---|--|

**28. *Phylloxera and Grape Industry Act 1995***

- 28.1 section 23(1) - Notice of contribution payable The Phylloxera and Grape Industry Board of South Australia has no vineyard registered against this title. However all properties with greater than 0.5 hectares of planted vines are required to be registered with the board

**29. *Planning, Development and Infrastructure Act 2016***

- 29.1 Part 5 - Planning and Design Code  
[ **Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- The Planning and Design Code (the Code) is a statutory instrument under the *Planning, Development and Infrastructure Act 2016* for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal:  
[https://plan.sa.gov.au/have\\_your\\_say/code-amendments/code\\_amendment\\_register](https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register) or phone PlanSA on 1800 752 664.
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation  
[ **Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and notice may require access
- Contact the vendor for these details
- 29.4 section 140 - Notice requesting access
- Contact the vendor for these details
- 29.5 section 141 - Order to remove or perform work
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.6 section 142 - Notice to complete development
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.7 section 155 - Emergency order
- State Planning Commission in the Department for Housing and Urban Development

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

29.10 section 198(1) - Requirement to vest land in a council or the Crown to be held as open space

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

29.11 section 198(2) - Agreement to vest land in a council or the Crown to be held as open space

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

29.14 section 214(6), 214(10) or 222 - Enforcement order

Contact the Local Government Authority for details relevant to this item

also

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

### 30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

Plant Health in PIRSA has no record of any notice or order affecting this title

### 31. *Public and Environmental Health Act 1987 (repealed)*

31.1 Part 3 - Notice

Public Health in DHW has no record of any notice or direction affecting this title

also

Contact the Local Government Authority for other details that might apply

31.2 *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval

Public Health in DHW has no record of any condition affecting this title

also

Contact the Local Government Authority for other details that might apply

31.3 *Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)

Public Health in DHW has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

**32. South Australian Public Health Act 2011**

- |      |   |   |
|------|---|---|
| 32.1 | section 66 - Direction or requirement to avert spread of disease  | Public Health in DHW has no record of any direction or requirement affecting this title   |
| 32.2 | section 92 - Notice   | Public Health in DHW has no record of any notice affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply    |
| 32.3 | <i>South Australian Public Health (Wastewater) Regulations 2013</i> Part 4 - Condition (that continues to apply) of an approval | Public Health in DHW has no record of any condition affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |

**33. Upper South East Dryland Salinity and Flood Management Act 2002 (expired)**

- |      |   |  |
|------|---|--|
| 33.1 | section 23 - Notice of contribution payable | DEW has no record of any notice affecting this title |
|------|---|--|

**34. Water Industry Act 2012**

- |      |   |   |
|------|---|---|
| 34.1 | Notice or order under the Act requiring payment of charges or other amounts or making other requirement | <p><b>An SA Water Certificate will be forwarded.</b><br/> <b>If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950</b></p> <p>also</p> <p>The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title</p> <p>also</p> <p>Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.</p> <p>also</p> <p>Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.</p> <p>also</p> <p>Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.</p> |
|------|---|---|

**35. Water Resources Act 1997 (repealed)**

- |      |  |   |
|------|--|---|
| 35.1 | section 18 - Condition (that remains in force) of a permit               | DEW has no record of any condition affecting this title |
| 35.2 | section 125 (or a corresponding previous enactment) - Notice to pay levy | DEW has no record of any notice affecting this title    |

**36. Other charges**

- |      |  |   |
|------|--|---|
| 36.1 | Charge of any kind affecting the land (not included in another item) | <p>Refer to the Certificate of Title</p> <p>also</p> <p>Contact the vendor for these details</p> <p>also</p> <p>Contact the Local Government Authority for other details that might apply</p> |
|------|--|---|

## Other Particulars

Other particulars as identified in Division 2 of the Schedule to Form 1 as described in the *Regulations to the Land and Business (Sale and Conveyancing) Act 1994*

- |     |   |   |
|-----|---|---|
| 1.  | Particulars of transactions in last 12 months                                   | Contact the vendor for these details  |
| 2.  | Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation   |
| 3.  | Particulars relating to strata unit   | Enquire directly to the Secretary or Manager of the Strata Corporation  |
| 4.  | Particulars of building indemnity insurance                                     | Contact the vendor for these details<br>also<br>Contact the Local Government Authority  |
| 5.  | Particulars relating to asbestos at workplaces                                  | Contact the vendor for these details  |
| 6.  | Particulars relating to aluminium composite panels                              | Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details.                               |
| 7.  | Particulars relating to court or tribunal process                               | Contact the vendor for these details  |
| 8.  | Particulars relating to land irrigated or drained under Irrigation Acts         | SA Water will arrange for a response to this item where applicable  |
| 9.  | Particulars relating to environment protection                                  | Contact the vendor for details of item 2<br>also<br><b>EPA (SA) will respond with details relating to items 3, 4 or 5 affecting this title</b><br>also<br>Contact the Local Government Authority for information relating to item 6 |
| 10. | Particulars relating to <i>Livestock Act, 1997</i>                              | Animal Health in PIRSA has no record of any notice or order affecting this title  |

## Additional Information

The following additional information is provided for your information only.  
These items are not prescribed encumbrances or other particulars prescribed under the Act.

- |     |  |  |
|-----|--|--|
| 1.  | Pipeline Authority of S.A. Easement  | Epic Energy has no record of a Pipeline Authority Easement relating to this title  |
| 2.  | State Planning Commission refusal  | No recorded State Planning Commission refusal  |
| 3.  | SA Power Networks  | SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title                      |
| 4.  | South East Australia Gas Pty Ltd   | SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property  |
| 5.  | Central Irrigation Trust   | Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title.                         |
| 6.  | ElectraNet Transmission Services   | ElectraNet has no current record of a high voltage transmission line traversing this property  |
| 7.  | Outback Communities Authority  | Outback Communities Authority has no record affecting this title   |
| 8.  | Dog Fence ( <i>Dog Fence Act 1946</i> )                                      | This title falls outside the Dog Fence rateable area. Accordingly, the Dog Fence Board holds no current interest in relation to Dog Fence rates. |
| 9.  | Pastoral Board ( <i>Pastoral Land Management and Conservation Act 1989</i> ) | The Pastoral Board has no current interest in this title   |
| 10. | Heritage Branch DEW ( <i>Heritage Places Act 1993</i> )                      | Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title                               |
| 11. | Health Protection Programs – Department for Health and Wellbeing             | Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title.                               |



## Notices

Notices are printed under arrangement with organisations having some potential interest in the subject land. You should contact the identified party for further details.

### **Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements (including those related to gas, water and sewage)**

#### Building restrictions

It is an offence under section 86 of the *Electricity Act 1996* to erect a building or structure within a prescribed distance of aerial or underground powerlines. In some, but not all, cases approval may be obtained from the Technical Regulator. Generally, however, land owners must not build, or alter a building or structure, with the result that any part of the resulting building or structure is within the minimum clearance distance required from certain types of powerlines. These building limitations are set out in the *Electricity (General) Regulations 2012* regulations 81 and 82. Purchasers intending to redevelop the property to be purchased should therefore be aware that the restrictions under the *Electricity Act* and *Regulations* may affect how, or if, they are able to redevelop the property.

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:

- a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
- b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
- c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

Contact the Office of the Technical Regulator in DEM on 8226 5500 for further details.

#### Statutory easements

Statutory easements for purposes such as (and without limitation) electricity, telecommunications, gas, water and sewage, may also exist, but may not be registered or defined on the title for the land.

Separate from the above building restrictions, South Australia's electricity supply and transmission businesses have statutory easements over land where part of the electricity distribution or transmission system was on, above or under the land as at particular dates specified by legislation.

This notice does not necessarily imply that any statutory or other easement exists.

However, where in existence, statutory easements may provide these organisations and businesses (identified in the relevant legislation) with the right of entry, at any reasonable time, to operate, repair, examine, replace, modify or maintain their equipment, to bring any vehicles or equipment on the land for these purposes, and to install, operate and carry out work on any pipelines, electricity or telecommunications cables or equipment that may be incorporated in, or attached to, their equipment (For example, see Clause 2 of Schedule 1 of the *Electricity Corporations (Restructuring and Disposal) Act 1999*; section 48A of the *Electricity Act 1996*).

For further clarification on these matters, please contact the relevant organisations or businesses, such as SA Power Networks' Easements Branch on telephone 8404 5897 or 8404 5894.

If you intend to excavate, develop or subdivide land, it is suggested that you first lodge a 'Dial Before you Dig' enquiry. Dial Before You Dig is a free referral service that provides information on the location of underground infrastructure. Using the Dial Before you Dig service (<https://1100.com.au>) may mitigate the risk of injury or expense resulting from inadvertent interference with, damage to, or requirement to relocate infrastructure.

#### ***Land Tax Act 1936 and Regulations thereunder***

Agents should note that the current owner will remain liable for any additional charge accruing due before the date of this certificate which may be assessed on the land and also that the purchaser is only protected in respect of the tax for the financial year for which this certificate is issued. If the change of ownership will not occur on or before the 30th June, another certificate should be sought in respect of the next financial year or requests for certificate should not be made until after 30th June.

#### ***Animal and Plant Control (Agriculture Protection and other purposes) Act 1986 and Regulations***

Agents should note that this legislation imposes a responsibility on a landholder to control and keep controlled proclaimed plants and particular classes of animals on a property.

Information should be obtained from:

- The vendor about the known presence of proclaimed plants or animals on the property including details which the vendor can obtain from records held by the local animal and plant control board
- The local animal and plant control board or the Animal and Plant Control Commission on the policies and priorities relating to the control of any serious proclaimed plants or animals in the area where the property is located.

#### ***Landscape South Australia 2019***

Water Resources Management - Taking of underground water

Under the provisions of the *Landscape South Australia Act 2019*, if you intend to utilise underground water on the land subject to this enquiry the following apply:

- A well construction permit accompanied by the prescribed fee is required if a well/bore exceeding 2.5 meters is to be constructed. As the prescribed fee is subject to annual review, you should visit the webpage below to confirm the current fee
- A licensed well driller is required to undertake all work on any well/bore
- Work on all wells/bores is to be undertaken in accordance with the *General specification for well drilling operations affecting water in South Australia*.

Further information may be obtained by visiting <https://www.environment.sa.gov.au/licences-and-permits/water-licence-and-permit-forms>. Alternatively, you may contact the Department for Environment and Water on (08) 8735 1134 or email [DEWwaterlicensing@sa.gov.au](mailto:DEWwaterlicensing@sa.gov.au).

ESL CERTIFICATE

CT Volume 6148 Folio 225



ABN 19 040 349 865  
Emergency Services Funding Act 1998

# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

The details shown are current as at the date of issue.

PIR Reference No: 2686109

ECKERMANN FORMS  
POST OFFICE BOX 7340  
HUTT STREET ADELAIDE SA 5000

DATE OF ISSUE

03/07/2025

**ENQUIRIES:**

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

**OWNERSHIP NUMBER**

16728549

**OWNERSHIP NAME**

O K & M E PACIONE

**PROPERTY DESCRIPTION**

55 RIVERGUM CCT / PARALOWIE SA 5108 / LT 2 D94185

**ASSESSMENT NUMBER**

4436568156

**TITLE REF.**

(A "+" indicates multiple titles)

CT 6148/225

**CAPITAL VALUE**

\$630,000.00

**AREA / FACTOR**

R4  
1.000

**LAND USE / FACTOR**

RE  
0.400

**LEVY DETAILS:**

**FINANCIAL YEAR**

2025-2026

**FIXED CHARGE**

**+ VARIABLE CHARGE**

**- REMISSION**

**- CONCESSION**

**+ ARREARS / - PAYMENTS**

**= AMOUNT PAYABLE**

\$ 50.00  
\$ 213.15  
\$ 128.25  
\$ 0.00  
\$ 333.69  
\$ 468.59

**Please Note:**

If a concession amount is shown, the validity of the concession should be checked prior to payment of any outstanding levy amount. The expiry date displayed on this Certificate is the last day an update of this Certificate will be issued free of charge. **It is not the due date for payment.**

**EXPIRY DATE**

01/10/2025



**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



## CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

### PAYMENT REMITTANCE ADVICE

**OWNERSHIP NUMBER**

16728549

**OWNERSHIP NAME**

O K & M E PACIONE

**ASSESSMENT NUMBER**

4436568156

**AMOUNT PAYABLE**

\$468.59

**AGENT NUMBER**

100019480

**AGENT NAME**

ECKERMANN FORMS

**EXPIRY DATE**

01/10/2025

+70035226170022> +001571+ <0550689701> <0000046859> +444+

**Please Note:**

Please check that the property details shown on this Certificate are correct for the land being sold.

The amount payable on this Certificate is accurate as at the date of issue.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the ESL.

If the amount payable is not paid in full, the purchaser may become liable for all of the outstanding ESL as at the date of settlement.

The owner of the land as at 12:01am on 1 July in the financial year of this Certificate will remain liable for any additional ESL accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.




Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of ESL Assessment by the due date.

If the owner of the subject land is receiving an ESL pensioner concession but was not living in the property as their principal place of residence as at 12:01am on 1 July of the current financial year, or is now deceased, you must contact RevenueSA prior to settlement.

For more information:

Visit: [www.revenuesa.sa.gov.au](http://www.revenuesa.sa.gov.au)  
 Email: [revsupport@sa.gov.au](mailto:revsupport@sa.gov.au)  
 Phone: (08) 8226 3750

## PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p><b>Billers Code: 456285</b> <b>Ref: 7003522617</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.        More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a>  <small>© Registered to BPAY Pty Ltd        ABN 69 079 137 518</small></p>	 <p><b>To pay via the internet go to:</b>  <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the <b>Community Emergency Services Fund</b>, along with this <b>Payment Remittance Advice</b> to:</p> <p><b>Revenue SA        Locked Bag 555        ADELAIDE SA 5001</b></p>
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**OFFICIAL: Sensitive**

LAND TAX CERTIFICATE

CT Volume 6148 Folio 225



ABN 19 040 349 865  
Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

This form is a statement of land tax payable pursuant to Section 23 of the *Land Tax Act 1936*. The details shown are current as at the date of issue.

PIR Reference No: 2686109

**DATE OF ISSUE**

03/07/2025

ECKERMANN FORMS  
POST OFFICE BOX 7340  
HUTT STREET ADELAIDE SA 5000

**ENQUIRIES:**

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

**OWNERSHIP NAME**

O K & M E PACIONE

**FINANCIAL YEAR**

2025-2026

**PROPERTY DESCRIPTION**

55 RIVERGUM CCT / PARALOWIE SA 5108 / LT 2 D94185

**ASSESSMENT NUMBER**

4436568156

**TITLE REF.**

(A "+" indicates multiple titles)

CT 6148/225

**TAXABLE SITE VALUE**

\$285,000.00

**AREA**

0.0300 HA

**DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:**

<b>CURRENT TAX</b>	\$	0.00	<b>SINGLE HOLDING</b>	\$	0.00
<b>- DEDUCTIONS</b>	\$	0.00			
<b>+ ARREARS</b>	\$	0.00			
<b>- PAYMENTS</b>	\$	0.00			
<b>= <u>AMOUNT PAYABLE</u></b>	\$	<b>0.00</b>			

**Please Note:**

If the Current Tax details above indicate a Nil amount, the property may be subject to an Exemption. This exemption should be validated prior to settlement. In order to ensure indemnity for the purchaser of this land, full payment of the amount payable is required:

**ON OR BEFORE**

**01/10/2025**



**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

**PAYMENT REMITTANCE ADVICE**

**No payment is required on this Certificate**

**Please Note:**

Please check that the property details shown on this Certificate are correct for the land being sold.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the land tax.

If the amount payable is not paid in full on or before the due date shown on this Certificate, the purchaser will not be released from liability of the whole amount of the land tax outstanding as at the date of settlement.

The owner of the land as at midnight on 30 June immediately before the financial year of this Certificate will remain liable for any additional land tax accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

The amount payable on this Certificate is the land tax payable at the date of issue. However, land tax for a particular financial year may be reassessed at any time, changing the amount payable.

Should a reassessment occur after this Certificate has been paid in full, the purchaser will remain indemnified and will not be responsible for payment of the new land tax payable amount. The owner at the beginning of the relevant financial year will be responsible for payment of any additional land tax payable.

Should a reassessment occur after this Certificate has been issued but not paid in full, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.




Should a reassessment occur after this Certificate has been paid in full and the Certificate is subsequently updated, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of Land Tax Assessment by the due date.

For more information:

Visit: [www.revenuesa.sa.gov.au](http://www.revenuesa.sa.gov.au)  
 Email: [revsupport@sa.gov.au](mailto:revsupport@sa.gov.au)  
 Phone: (08) 8226 3750

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <p><b>Billers Code: 456293</b> <b>Ref: 7003522526</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.        More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a>  <small>® Registered to BPAY Pty Ltd        ABN 69 079 137 518</small></p>	 <p><b>To pay via the internet go to:</b>  <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the <b>Commissioner of State Taxation</b>, along with this <b>Payment Remittance Advice</b> to:</p> <p><b>Revenue SA        Locked Bag 555        ADELAIDE SA 5001</b></p>
--	--	--

**OFFICIAL: Sensitive**



SA WATER CERTIFICATE

CT Volume 6148 Folio 225



Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
44 36568 15 6	CT6148225	1/7/2025	7793	2686109

ECKERMANN FORMS  
PO BOX 191  
CAMPBELLTOWN SA 5074  
searches@eckermannforms.com

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

Customer: MR OKE & MRS ME PACIONE  
Location: 55 RIVERGUM CCT PARALOWIE LT 2 D94185  
Description: 5HG Capital Value: \$ 630 000  
Rating: Residential

### Periodic charges

Raised in current years to 30/6/2025

			\$
	Arrears as at: 30/6/2025	:	0.00
Water main available: 1/7/2015	Water rates	:	0.00
Sewer main available: 1/7/2015	Sewer rates	:	0.00
	Water use	:	0.00
	SA Govt concession	:	0.00
	Recycled Water Use	:	0.00
	Service Rent	:	0.00
	Recycled Service Rent	:	0.00
	Other charges	:	0.00
	Goods and Services Tax	:	0.00
	Amount paid	:	0.00
	Balance outstanding	:	0.00

Degree of concession: 00.00%  
Recovery action taken: FULLY PAID

Next quarterly charges: Water supply: 82.30 Sewer: 94.00 Bill: 27/8/2025

This Account is billed four times yearly for water use charges.

The last Water Use Year ended on 23/05/2025.

Please note: If you have also ordered a Special Meter Reading for this property and it comes back as estimated, please ensure you provide a photo of the meter including serial number to have the certificate reissued.



If your property was constructed before 1929, it's recommended you request a property interest report and internal 'as constructed' sanitary drainage drawing to understand any specific requirements relating to the existing arrangements.

As constructed sanitary drainage drawings can be found at <https://maps.sa.gov.au/drainageplans/>.

SA Water has no record of an Encumbrance on this property as at the date of issue of this certificate.



## South Australian Water Corporation

Name: MR OKE & MRS ME PACIONE      Water & Sewer Account      Amount: \_\_\_\_\_  
Acct. No.: 44 36568 15 6

Address:  
55 RIVERGUM CCT PARALOWIE LT 2  
D94185

### Payment Options

**EFT**

EFT Payment

Bank account name: SA Water Collection Account  
BSB number: 065000  
Bank account number: 10622859  
Payment reference: 4436568156



Bill code: 8888  
Ref: 4436568156

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at [bpay.com.au](http://bpay.com.au)



Paying online

Pay online at [www.sawater.com.au/paynow](http://www.sawater.com.au/paynow) for a range of options. Have your account number and credit card details to hand.



Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.  
SA Water account number: 4436568156



**Government of  
South Australia**

**South Australian Water Corporation**  
250 Victoria Square/Tarntanyangga  
Adelaide SA 5000  
GPO Box 1751 Adelaide SA 5001

1300 SA WATER  
(1300 729 283)  
ABN 69 336 525 019  
[sawater.com.au](http://sawater.com.au)

# Annexure H

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## TITLE VALUATION PACKAGE

CT Volume 6148 Folio 225

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Annexure H



<b>Product</b>	Title and Valuation Package
<b>Date/Time</b>	01/07/2025 10:50AM
<b>Customer Reference</b>	
<b>Order ID</b>	20250701003420

## Certificate of Title

<b>Title Reference</b>	CT 6148/225
<b>Status</b>	CURRENT
<b>Easement</b>	YES
<b>Owner Number</b>	16728549
<b>Address for Notices</b>	LOT 2, RIVERGUM CCT PARALOWIE, SA 5108
<b>Area</b>	300m <sup>2</sup> (CALCULATED)

## Estate Type

Fee Simple

## Registered Proprietor

OLIVER KIT ESGUERRA PACIONE  
MARLYN ELLA RAMOS PACIONE  
OF LOT 2 RIVERGUM CIRCUIT PARALOWIE SA 5108  
AS JOINT TENANTS

## Description of Land

ALLOTMENT 2 DEPOSITED PLAN 94185  
IN THE AREA NAMED PARALOWIE  
HUNDRED OF MUNNO PARA

## Last Sale Details

<b>Dealing Reference</b>	TRANSFER (T) 12319231
<b>Dealing Date</b>	30/04/2015
<b>Sale Price</b>	\$148,500
<b>Sale Type</b>	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	12319232	CITY OF SALISBURY
ENCUMBRANCE	12319233	CITY OF SALISBURY
MORTGAGE	13745225	WESTPAC BANKING CORPORATION (ACN: 007 457 141)

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
4436568156	CURRENT	55 RIVERGUM CIRCUIT, PARALOWIE, SA 5108



<b>Product</b>	Title and Valuation Package
<b>Date/Time</b>	01/07/2025 10:50AM
<b>Customer Reference</b>	
<b>Order ID</b>	20250701003420

## Notations

### Dealings Affecting Title

NIL

### Notations on Plan

NIL

### Registrar-General's Notes

NIL

### Administrative Interests

NIL

## Valuation Record

<b>Valuation Number</b>	4436568156
<b>Type</b>	Site & Capital Value
<b>Date of Valuation</b>	01/01/2025
<b>Status</b>	CURRENT
<b>Operative From</b>	01/07/2015
<b>Property Location</b>	55 RIVERGUM CIRCUIT, PARALOWIE, SA 5108
<b>Local Government</b>	SALISBURY
<b>Owner Names</b>	MARLYN ELLA RAMOS PACIONE OLIVER KIT ESGUERRA PACIONE
<b>Owner Number</b>	16728549
<b>Address for Notices</b>	LOT 2, RIVERGUM CCT PARALOWIE, SA 5108
<b>Zone / Subzone</b>	GN - General Neighbourhood
<b>Water Available</b>	Yes
<b>Sewer Available</b>	Yes
<b>Land Use</b>	1100 - House
<b>Description</b>	5HG
<b>Local Government Description</b>	Residential

## Parcels

Plan/Parcel	Title Reference(s)
D94185 ALLOTMENT 2	CT 6148/225

## Values



<b>Product</b>	Title and Valuation Package
<b>Date/Time</b>	01/07/2025 10:50AM
<b>Customer Reference</b>	
<b>Order ID</b>	20250701003420

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$285,000	\$630,000			
Previous	\$260,000	\$600,000			

## Building Details

Valuation Number	4436568156
Building Style	Conventional
Year Built	2015
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	167 sqm
Number of Main Rooms	5

*Note – this information is not guaranteed by the Government of South Australia*



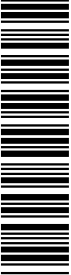
# Annexure I



## PLANS



# Annexure I

PURPOSE: ROADS (OPENING & CLOSING) ACT 1991, DIVISION AND REDESIGNATION OF PARCELS			AREA NAME: PARALOWIE		APPROVED: PETER STENCHLIK 09/10/2014			
MAP REF: 6628/30E, 6628/29/H			COUNCIL: CITY OF SALISBURY		DEPOSITED: JOHN VERDUYN 29/10/2014		D94185	
LAST PLAN: DEVELOPMENT NO: 361/D/189/10/003/39537							SHEET 1 OF 3	
AGENT DETAILS: ALEXANDER & SYMONDS PTY LTD 1ST FLOOR 11 KING WILLIAM ST KENT TOWN SA 5067 PH: 81301666 FAX: 83620099			SURVEYORS CERTIFICATION: I GLENN IAN HORDACRE , a licensed surveyor do hereby certify - 1) That this plan has been made from surveys carried out by me or under my personal supervision and in accordance with the Survey Act 1992. 2) That the field work was completed on the 20th day of March 2014 9th day of October 2014 Glenn Ian Hordacre Licensed Surveyor				43192_text_01_v08_Version_8	
AGENT CODE: ALSY								
REFERENCE: A123308LT02C(B)								
SUBJECT TITLE DETAILS:								
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION
CT	6138	71		ALLOTMENT(S)	1001	D	93671	MUNNO PARA
PT CT	5860	421	RTU 12202108	ALLOTMENT(S) (PORTION BEING CLOSED ROAD)	58 (WALPOLE ROAD)	D	6440	MUNNO PARA
CT	5444	60	RTU 12202108	ALLOTMENT(S) (PORTION BEING CLOSED ROAD)	1003 (KINGS ROAD)	D	48134	MUNNO PARA
OTHER TITLES AFFECTED:								
EASEMENT DETAILS:								
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF		CREATION
EXISTING	103 (RESERVE)	SERVICE	EASEMENT(S)	B	FOR SEWERAGE PURPOSES	SOUTH AUSTRALIAN WATER CORPORATION		223LG RPA
EXISTING	103 (RESERVE)	SERVICE	EASEMENT(S)	D	FOR ELECTRICITY SUPPLY PURPOSES	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 88900000)		223LG RPA
EXISTING	102 (KINGS ROAD)	LONG	EASEMENT(S)	E		COUNCIL FOR THE AREA		T 6342193
NEW	1-11	SERVICE	EASEMENT(S)	A	FOR DRAINAGE PURPOSES	COUNCIL FOR THE AREA		223LG RPA
ANNOTATIONS: NO OCCUPATION ON SURVEYED BOUNDARIES OF SUBJECT LAND UNLESS OTHERWISE SHOWN EASEMENT A DOES NOT FORM PART OF THE ROAD PROCESS PLAN PURPOSE IS INCORRECT AND SHOULD BE ROADS (OPENING & CLOSING ACT 1991) AND DIVISION AMENDMENT TO SUBJECT TITLE DETAILS VIDE DDP 12305169 PRO RG 10.4.2015								

D94185

SHEET 2 OF 3

43192\_pland\_1\_V05\_Version\_8

BEARING DATUM: MGA 94, ZONE 54

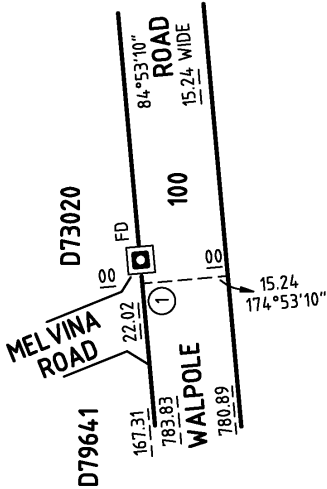
DERIVATION: 6628/4.1393 - 6628/34474

TOTAL AREA:

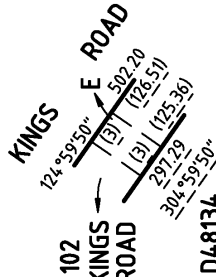


REFERENCE MARKS			
CNR	BEARING	FROM	PM NO
1	264°53'	PM FD	6628/34476
2	152°49'30"	PM FD	6628/41393
3	215°07'	PM FD	6628/34474

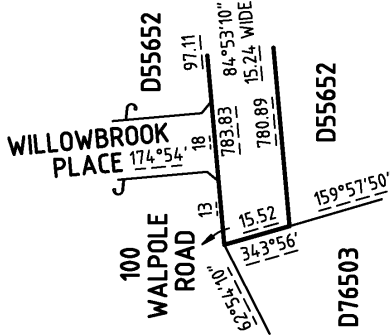
ENLARGEMENT B2  
NOT TO SCALE



ENLARGEMENT C2  
NOT TO SCALE



ENLARGEMENT A2  
NOT TO SCALE



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN  
P.O. BOX 1000 KENT TOWN 5071  
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988  
REFERENCE A123308L T02C(B)

PAP 09/07/2014

D94185

SHEET 3 OF 3

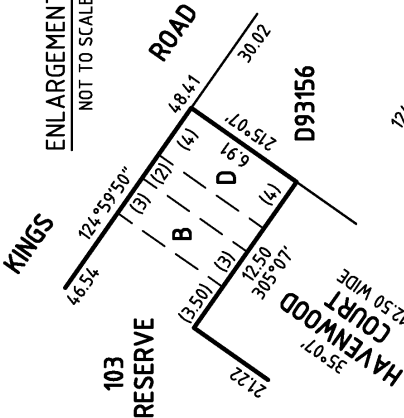
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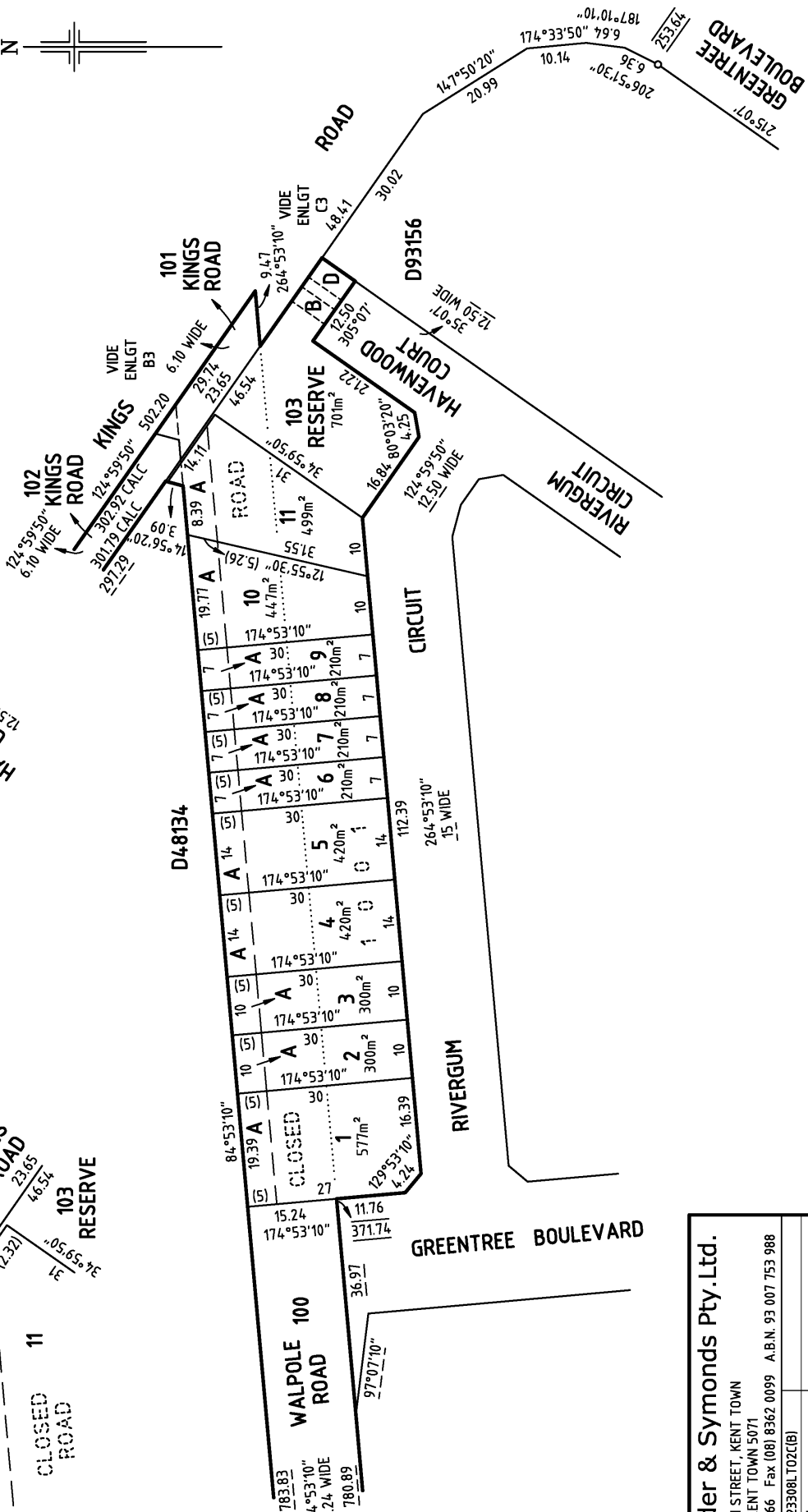
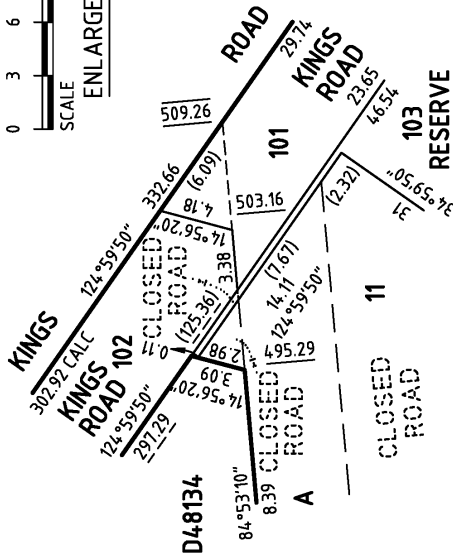
ENLARGEMENT A3



ENLARGEMENT C3  
NOT TO SCALE



ENLARGEMENT B3



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN  
P.O. BOX 1000 KENT TOWN 5071  
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A123308L T02C(B)

PAP 09/07/2014

# Annexure J



## AGREEMENTS



# Annexure J

Orig. **AG 12319232**01:22 30-Apr-2015  
2 of 4

AG
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

  
Registered Conveyancer  
M J PAHOLSKI P CARAS

Lodged by: Grope Hamilton

AGENT CODE

GRHA

Correction to: North East Conveyancers  
Y 28831

NELB

1. ....
2. ....
3. ....
4. ....


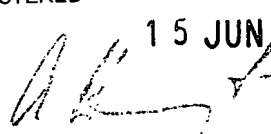

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1. ....
2. ....
3. ....
4. ....

**DELIVERY INSTRUCTIONS** (Agent to complete)

PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE  
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

CORRECTION	PASSED 
REGISTERED  15 JUN 2015 	

Form B2

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

To the Registrar-General:

1. **CITY OF SALISBURY** ("the Council") of 12 James Street, Salisbury, SA, 5108 has entered into the attached Land Management Agreement dated 30/4/2015 ("the Agreement") with **OLIVER KIT ESGUERRA PACIONE** and **MARLYN ELLA RAMOS PACIONE** both of Allotment 2 Rivergum Circuit Paralowie SA 5108 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 Volume 6148 Folio 225 ("the Land").
3. The Council applies pursuant to s 57(5) of the Act to note the Agreement against the Land.

DATED the 28<sup>th</sup> day of April 2015

Signed as delegate for **City of Salisbury**  
under Section 20 of the *Development Act*  
1993:

Dmccook  
Signature of witness

M. Summ  
Signature of authorised delegate

Dawn Melonie Colbeck  
Name of witness (print)

TERRY MICHAEL CUTHIFFE  
Name of authorised delegate

11-12 James Street  
Salisbury SA 5108  
Address of witness

GENERAL MANAGER CITY DEVELOPMENT  
Position held by authorised delegate

Business Hours Telephone Number 84068205

THIS AGREEMENT is made the 30<sup>th</sup> day of April 2015

**BETWEEN:** CITY OF SALISBURY of 12 James Street, Salisbury, SA, 5108 (hereinafter with its successors and assigns called "the Council") of the one part

**AND:** OLIVER KIT ESGUERRA PACIONE and MARLYN ELLA RAMOS PACIONE both of Allotment 2 Rivergum Circuit Paralowie SA 5108 (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 the proprietor of an estate in fee simple in the whole of the land comprised in Certificate of Title Volume 6148 Folio 225 ("the Land").
- B. The Council has commissioned a site contamination audit report in relation to certain land, including the Land, which report has identified that the site is suitable for restricted uses including the proposed low to medium density residential development and other less sensitive land uses subject to conditions relating to groundwater extraction and use not occurring from the land.
- C. The Council and the Owner wish to ensure that future development and use of the Land complies with the restrictions identified in the report with respect to extraction and use of groundwater.
- D. The Council and the Owner also wish to ensure that future development of the Land provides for connection of certain buildings and structures on the Land to a dual reticulation water system administered by the Council, subject to and in accordance with the requirements of this Agreement.
- E. The Council and the Owner agree that the obligations under this Agreement are intended to be complied with by all occupiers and persons having enjoyment from time to time of the Land and that it is the Owner's responsibility to ensure that all such persons comply with the terms of this Agreement.
- F. Pursuant to section 57(2) of the *Development Act 1993* ("the Act") the Owner has agreed with the Council to enter into this Agreement relating to the development, management, preservation or conservation of the Land.
- G. In considering whether to enter into this Agreement, and then its terms, the Council has had regard to the provisions of its Development Plan, and the principle that the entering into of this Agreement should not be a substitute to proceeding with a Development Plan Amendment.

**NOW THIS AGREEMENT 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 Agreement.
- 1.2 In the interpretation of this Agreement unless the context shall otherwise require or admit:
  - 1.2.1 "**Boundary Access Point**" means the point on the boundary of the Land at which the Council directs that the Council's Infrastructure is intended to deliver reWater to that Land;
  - 1.2.2 "**Certificate of Completion**" means a certificate issued by a Qualified Certifier in the form of the certificate set out in Annexure A;
  - 1.2.3 "**Council's Infrastructure**" means all infrastructure owned by Council or by which the Council or a third party will distribute reWater to the Land, including the meter to be



located on the Land and any pipes or fittings on the Land located upstream of the meter;

- 1.2.4 **"DHS"** means the Environmental Health Branch of the Department of Human Services or the Department of Health;
- 1.2.5 **"EPA"** means the Environment Protection Authority constituted under the Environment Protection Act 1993;
- 1.2.6 **"Force Majeure Event"** means an event beyond the reasonable control of the parties which precludes a party from observing or performing on time an obligation under this Agreement. Such circumstances include but are not limited to:
  - 1.2.6.1 pollution events and failure or unsuitability of the aquifer system;
  - 1.2.6.2 acts of God, lightning strikes, earthquakes, floods, storms, droughts, explosions, fires and any natural disaster; and
  - 1.2.6.3 acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution;
- 1.2.7 **"Groundwater"** means:
  - 1.2.7.1 water occurring naturally below the ground; or
  - 1.2.7.2 water pumped, diverted or released for storage underground;
- 1.2.8 **"Land"** shall include any part or parts of the Land;
- 1.2.9 **"Law"** means a statute, ordinance, code, regulation, by-law, local law, official directive, order, instrument, undertaking, obligation or applicable judicial administrative or regulatory decree judgement or order (as amended from time to time) and includes the conditions and standards, authorisations, licences, permits, consents, assurances, bonds or similar requirement including under all authorisations and all applicable standards and obligations under the common law and at any time means the Laws at that time;
- 1.2.10 **"Mains Water"** means potable water as may be supplied by SA Water or another water industry entity (as defined by the *Water Industry Act 2012*);
- 1.2.11 **"Owner's Infrastructure"** means any infrastructure on the Land installed or owned by the Owner and required to connect the Land or buildings or structures on the Land to the Council's Infrastructure;
- 1.2.12 **"Qualified Certifier"** means a certifier, duly qualified as a licensed plumber or holding such other qualifications as the Council may from time to time direct in its absolute discretion;
- 1.2.13 **"reWater"** means non-potable reclaimed, recycled or reused water, including without limitation recycled stormwater, recycled effluent, native groundwater, potable water or rain water, or any combination of these as may be more specifically described in the Water Supply Agreement provided that the quality of such reWater will be not less than Class A;
- 1.2.14 **"reWater Installation Guide"** means the reWater Installation Guide attached at Annexure B, as amended by the Council from time to time and provided or notified to the Owner;
- 1.2.15 **"Site Contamination Audit Report"** means the site contamination audit report prepared for the Council by Environmental Auditors Pty Ltd and dated 27 May 2013;

- 1.2.16 **“Water Supply Agreement”** means an agreement between the Council and the Owner for the supply of reWater by the Council to the Owner on the terms of Council’s standard residential water supply agreement applicable at the relevant time and at such price as has been set by Council and published or notified for the relevant period;
- 1.2.17 Words and phrases used in this Agreement 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;
- 1.2.18 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;
- 1.2.19 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 Agreement subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Certificate of Title thereof;
- 1.2.20 The term “person” shall include a corporate body;
- 1.2.21 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;
- 1.2.22 Words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively;
- 1.2.23 Words importing any gender shall include every gender;
- 1.2.24 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;
- 1.2.25 A reference to a body established by legislation includes any substitute body or successor body which has substantially the same functions as the original.
- 1.3 Clause headings are provided for reference purposes only and shall not be resorted to in the interpretation of this Agreement.
- 1.4 A reference to an Annexure is to an annexure to this Agreement.
- 1.5 A reference to this Agreement includes all Annexures to this Agreement.
- 1.6 The requirements of this Agreement 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

### 2.1 Groundwater

- 2.1.1 The Owner must not extract Groundwater located beneath the Land for any purpose.
- 2.1.2 The Owner must not permit or allow Groundwater located beneath the Land to be extracted for any purpose.

- 2.1.3 The Owner must not use Groundwater on the Land for any purpose, whether that Groundwater is extracted beneath the Land, or beneath land that is external to the Land.
- 2.1.4 The Owner must not permit or allow the use of Groundwater on the Land for any purpose, whether that Groundwater is extracted beneath the Land, or beneath land that is external to the Land.
- 2.1.5 The Owner must ensure that all occupiers and users of the Land are provided with a copy of this Agreement prior to commencing occupation or use of the Land and are made aware of the restrictions set out in this Agreement.

## 2.2 reWater

- 2.2.1 The Owner must as soon as reasonably practicable install the Owner's Infrastructure on the Land and must ensure that each building and structure on the Land (as reasonably required by the Council) is able to be connected to the Council's Infrastructure at the Boundary Access Point, but the Owner must not connect the Owner's Infrastructure to the Council's Infrastructure.
- 2.2.2 The Owner's Infrastructure will only be deemed to be completed when the Owner gives written notice to the Council together with a Certificate of Completion.
- 2.2.3 The Owner must at all times comply with the reWater Installation Guide and all Laws.
- 2.2.4 The Owner must repair and maintain the Owner's Infrastructure to a good quality standard or as otherwise reasonably directed by the Council or by law or regulations and otherwise comply with any of the requirements of any government authority, including without limitation the EPA, or the DHS.
- 2.2.5 Subject to completion of the installation and commissioning of the Council's Infrastructure, the Owner must ensure that the Owner's Infrastructure is installed and operated such that:
  - 2.2.5.1 only reWater is supplied to all toilets and all garden taps within the Land, unless otherwise notified by the Council; and
  - 2.2.5.2 no cross-connections occur between the supply of reWater and Mains Water.
- 2.2.6 The Owner allows the Council, or a third party authorised by the Council, to enter the Land at all reasonable times for purposes directly associated with the Council's Infrastructure and the supply of reWater by the Council, including without limitation the following purposes:
  - 2.2.6.1 to conduct readings of the meter installed for the supply of reWater; and
  - 2.2.6.2 upon providing reasonable notice to the Owner:
    - (a) to install a flow meter for the supply of reWater and connect the Owner's Infrastructure to the Council's Infrastructure;
    - (b) to carry out inspections and audits of the Council's Infrastructure and the Owner's Infrastructure, including a cross-connection audit; and
    - (c) to carry out maintenance or upgrade works relating to the Council's Infrastructure or the Owner's Infrastructure.
- 2.2.7 The Owner will upon request by Council enter into the Water Supply Agreement, which will govern the terms and conditions applicable to the sale and supply by the Council,

and the purchase and use by the Owner of reWater. It will be a term of the Water Supply Agreement that the Owner will pay the Council for the supply of reWater at rates determined by the Council in accordance with its relevant water pricing policy on the supply of water in place from time to time.

- 2.2.8 The Owner acknowledges and agrees that until such time as supply of reWater commences, the Owner will be supplied with Mains Water.

### 3. COUNCIL'S OBLIGATIONS

- 3.1 The Council is responsible for the construction, installation, repair and maintenance of the Council's Infrastructure.
- 3.2 The Council will install a flow meter for the supply of reWater to the Land.
- 3.3 The Council must, to the extent reasonably practicable, procure the physical commencement and completion of the Council's Infrastructure commensurate with the progress of the construction of buildings and structures on the Land by or on behalf of the Owner, provided that the Council shall have no liability to the Owner or to any other party for failure to procure timely completion of the Council's Infrastructure where such failure arises out of a matter outside of the Council's reasonable control or the Council delays such works because it is necessary or convenient to do so having regard to the timing of the infrastructure works required by any other development in the Council area or the co-ordination of those works with the Council's Infrastructure.
- 3.4 If the Council determines to supply reWater, Council must procure the supply, through the Council's Infrastructure, of reWater to the Boundary Access Point subject to and in accordance with the Water Supply Agreement.
- 3.5 The Council may supply reWater to a distribution agent for supply by the distribution agent to the Owner on the terms and conditions set out in the Water Supply Agreement to be entered into between the Council and the Owner.

### 4. OWNER'S INFRASTRUCTURE CONDITION AUDIT

The Owner must as and when reasonably requested by Council in writing provide the Council with a duly signed certificate from a Qualified Certifier certifying that the Owner's Infrastructure is technically sound and in fit and proper working order and suitable to receive reWater from the Council pursuant to the Water Supply Agreement.

### 5. RESTRICTIONS ON SUPPLY OF REWATER

If pursuant to the terms of the Water Supply Agreement the Council suspends the supply of reWater, then for the periods that the supply of reWater is suspended:

- 5.1 the Council is not required to repair and maintain the Council's Infrastructure, otherwise than as required by Law; and
- 5.2 the Owner is not required to repair and maintain the Owner's Infrastructure, otherwise than as required by Law.

### 6. COUNCIL'S POWERS OF ENTRY, ETC

- 6.1 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:

- 6.1.1 inspecting the Land and any building or structure thereupon; and
- 6.1.2 exercising any other powers of the Council under this Agreement or pursuant to law.

6.2 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 works upon the Land and recover any costs thereby incurred from the Owner.

6.3 The Council may delegate any of its powers under this Agreement to any person.

## 7. INDEMNITY

The Owner is liable for and indemnifies the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly in connection with any breach by the Owner of its obligations under this Agreement.

## 8. FORCE MAJEURE

8.1 If a Force Majeure Event causes delay or failure by a party to perform its obligations under this Agreement:

8.1.1 neither party will be liable for such delay or failure; and

8.1.2 all obligations of a party under this Agreement will be suspended until the Force Majeure Event ceases to apply.

8.2 A party which is, by reason of a Force Majeure Event, unable to perform any obligation or condition required by this Agreement must:

8.2.1 notify the other party as soon as possible giving:

8.2.1.1 reasonably full particulars of the event or circumstance of the Force Majeure Event;

8.2.1.2 the date of commencement of the Force Majeure Event and an estimate of the period of time required to enable it to resume full performance of its obligations; and

8.2.1.3 where possible, the means proposed to be adopted to remedy or abate the Force Majeure Event;

8.2.2 use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure Event as soon as possible;

8.2.3 resume performance as soon as possible after termination of the Force Majeure Event or after the Force Majeure Event has abated to an extent which permits resumption of performance;

8.2.4 notify the other party when the Force Majeure Event has terminated or abated to an extent which permits resumption of performance to occur; and

8.2.5 notify the other party when resumption of performance has occurred.

## 9. CONSIDERATION

In consideration of the Owner's obligations under this Agreement, Council must pay to the Owner the sum of 10 cents if demanded.

## 10. VARIATION AND WAIVER

- 10.1 This Agreement may not be varied except by a Supplementary Agreement signed by the Council and the Owner.
- 10.2 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.

## 11. NOTICES

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

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

## 12. COSTS

The Owner hereby indemnifies the Council and agrees to keep it forever indemnified in respect of the whole of its costs and expenses (including without limitation legal costs and expenses and government fees and charges) of and incidental to the negotiation, preparation, stamping and notation of this Agreement.

## 13. NOTING OF THIS AGREEMENT

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 Agreement by all necessary parties this Agreement is noted or registered 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.

## 14. GOVERNING LAW

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

## 15. GENERAL PROVISIONS

- 15.1 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.
- 15.2 This Agreement contains the whole agreement between the parties in respect of the matters referred to herein.

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**EXECUTED** as an Agreement

**COUNCIL**

**Signed** as delegate for **City of Salisbury**  
under Section 20 of the *Development Act*  
1993:



Signature of witness



Signature of authorised delegate

Dawn McLorie Colbeck

Name of witness (print)

TERRY MICHAEL SUTCLIFFE

Name of authorised delegate

11-12 James Street

GENERAL MANAGER CITY DEVELOPMENT

Position held by authorised delegate


Salisbury SA 508

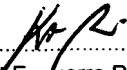
Address of witness

Business Hours Telephone Number 84068205

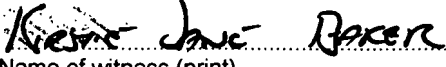
**OWNER**

**Signed by OLIVER KIT ESGUERRA PACIONE in the presence of:**

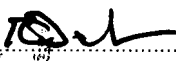
  
Signature of witness


  
Oliver Kit Esguerra Pacione



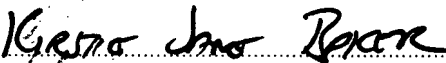
  
Name of witness (print)

**Signed by MARLYN ELLA RAMOS PACIONE in the presence of:**

  
Signature of witness

  
Marilyn Ella Ramos Pacione



  
Name of witness (print)

## Annexure A

### CERTIFICATE OF COMPLETION

I, \_\_\_\_\_, licensed plumber \_\_\_\_\_ (being the plumber engaged by \_\_\_\_\_ to certify the completion of the construction of the Owner's Infrastructure in respect of the land comprised in \_\_\_\_\_ [insert appropriate reference] hereby issue this Certificate of Completion of Works for the Owner's Infrastructure envisaged under the Land Management Agreement by Agreement dated the # day of # 20 between the Council and \_\_\_\_\_ ("the Agreement") for the installation of the Owner's Infrastructure as defined in the Agreement. This certificate relates to the construction carried out by # as the contractor of the Owner for the Owner's Infrastructure. The works comprising the Owner's Infrastructure are technically sound and capable of being maintained as such over a twenty-five (25) year life. I expressly represent and warrant that:-

1. I am a licensed plumber in South Australia under the Plumbers, Gas Fitters and Electricians Act 1995.
2. I have assessed the construction of the works comprising the Owner's Infrastructure (including structurally) and this Certificate of Completion of Works represents my conclusions regarding this assessment.
3. The works comprising the Owner's Infrastructure have been completed in their final form as envisaged under the Agreement and no further work, construction, assembly, laying or modification is required except usual maintenance and repair.
4. The works comprising the Owner's Infrastructure have been constructed in accordance with the reWater Guidelines referred to in the Agreement.
5. The works comprising the Owner's Infrastructure have been constructed in accordance with sound engineering practice and constructors of the works comprising the Owner's Infrastructure have used due care and skill commensurate with an appropriate standard of professionalism.

I acknowledge that the Council is relying, and is entitled to rely, on the representations and warranties made in this Certificate.

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## **Annexure B**

### **REWATER INSTALLATION GUIDE**

# reWater

January 2008

## GUIDELINES FOR INSTALLATION AND USE



# Contents

reWater Services	3
reWater Information	4
reWater – What can it be used for?	5
reWater Main	6
Water Pressure	6
Water Meter Assemblies	7
Approved Products	8
On the Property	8
Commissioning the System	10

reWater is defined as:

"any non-potable reclaimed, recycled or reused water. This may include recycled stormwater, recycled effluent, native groundwater or any combination of these waters. It may also include any combination of reWater with potable water or rain water"

# reWater Services

This guideline is for those who install reWater Services within the Cities of Salisbury, Playford and Tea Tree Gully.

It aims to ensure proper installation of the reWater service and provide a clear guide for safe use of reWater.

The installation of a reWater service must comply with AS/NZS 3500.

This guide is also for householders to help them understand how the reWater system works and how reWater may be used within the home.

The participating Councils, Salisbury, Playford and Tea Tree Gully, acknowledge SAWater, the Department of Health, the Plumbing Industry Commission of Victoria and the Plumbing Industry Association of SA who were involved in the preparation of the Recycled Water Plumbing Guide.

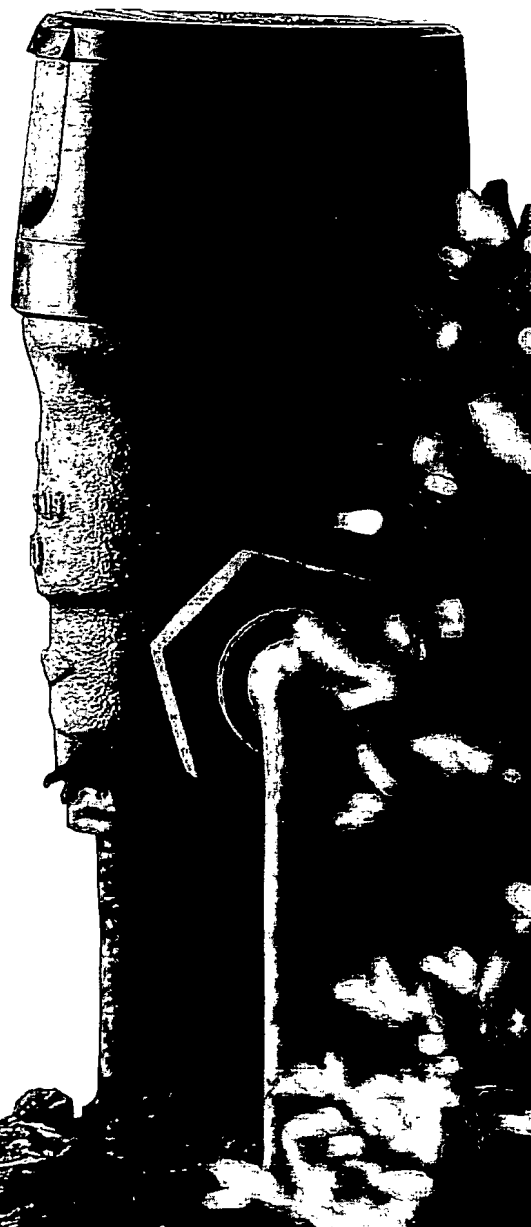
This reWater guideline is, where possible, compatible with the Recycled Water Plumbing Guide, but provides more specific details for City of Salisbury, City of Playford and City of Tea Tree Gully schemes.

Copies of the reWater Guide can be downloaded from one of the following Council websites:

[www.salisbury.sa.gov.au](http://www.salisbury.sa.gov.au)

[www.playford.sa.gov.au](http://www.playford.sa.gov.au)

[www.teatreegully.sa.gov.au](http://www.teatreegully.sa.gov.au)





# reWater Information

reWater is defined as any non-potable reclaimed, recycled or reused water. This may include recycled stormwater, recycled effluent, native groundwater or any combination of these waters. It may also include any combination of reWater with potable water or rain water.

reWater is treated to a standard which is satisfactory for its intended use.

The minimum reWater standard shall meet the requirements for Class A Recycled Water as defined in the South Australian Reclaimed Water Guidelines published by the Department of Human Services and the Environment Protection Authority of SA.

See page 5 for a list of uses.

reWater must be managed differently to drinking (potable) water.

The use of reWater is growing rapidly in the Cities of Salisbury, Playford and Tea Tree Gully, as we explore ways to become more water efficient. For properties supplied with reWater a dual water supply will be available, consisting of:

- One water main for drinking water
- One water main for reWater

The reWater system will have very distinctive features to make it easy to identify. This guide outlines those distinctive features to ensure reWater services are correctly installed.

The main objective is to ensure the reWater service cannot be accidentally interconnected to the drinking water supply within the property.

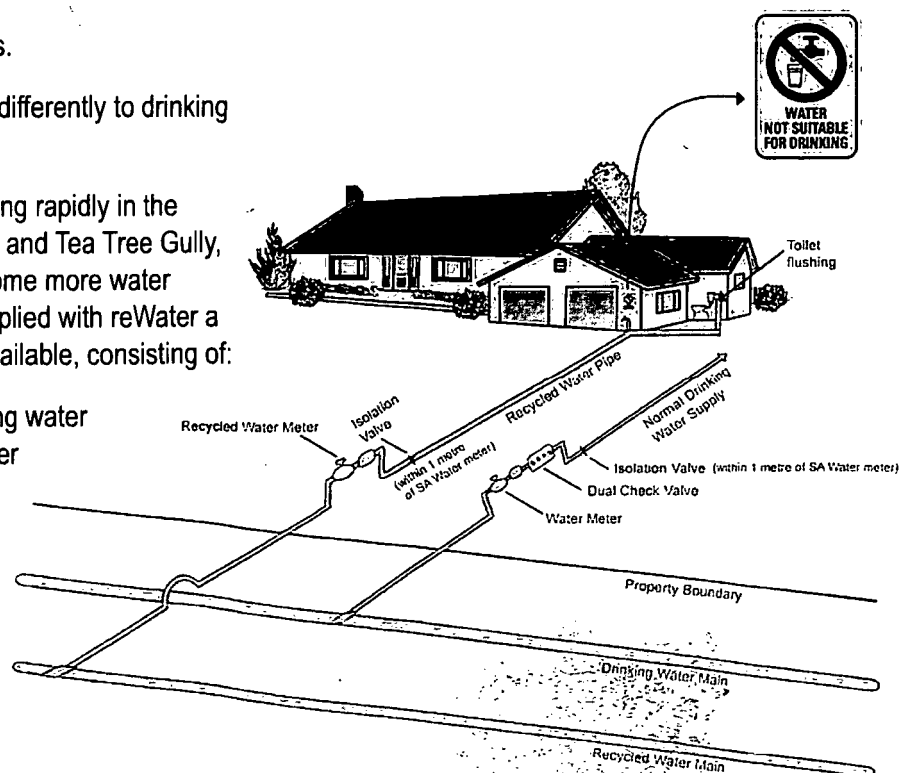
On the completion of the work the plumber will be required to notify SA Water and the relevant Council. An audit will be undertaken before commissioning the reWater service to:

- ensure there is no interconnection between the reWater service and the drinking water service, and;
- ensure reWater is only supplied to toilets and garden taps.

This guide will tell you how to do this.

The plumber is required to submit a Certificate of Compliance to the property owner, relevant Council and SA Water within seven days of completing the final fix commissioning.

Note: Notification of SA Water is not required for connection of reWater to an irrigation system only.



# reWater

## What can it be used for?



### reWater CAN be used for:

- Toilet flushing  
(Consumes about 11% of household water)
- Washing cars\*
- Garden irrigation\*
- Filling ornamental ponds\*

\* May only be used in accordance with applicable State water restrictions and conservation measures and other legislation such as the State's Environment Protection (Water Quality) Policy 2003. This Policy clearly states water used to wash cars, paths and other outdoor areas should not be drained into the stormwater system. For details on the latest water restrictions or conservation measures please call the Water Restrictions Hotline on 1800 130 952 or visit [www.sawater.com.au](http://www.sawater.com.au). For details about Environment Protection (Water Quality) Policy 2003 please contact the EPA on (08) 8204 2004 or visit [www.epa.sa.gov.au](http://www.epa.sa.gov.au).



### reWater MUST NOT be used for the following:

- Drinking  
(human and animal consumption)
- Cooking or other kitchen purposes
- Personal washing, such as baths, showers, hand basins and bidets
- Evaporative coolers
- Clothes washing
- Indoor household cleaning
- Swimming pools and spas
- Recreation activities involving water contact (eg. children playing under sprinklers)
- Washing companion animals

## Council Owned and Operated Systems

### reWater Main

reWater will be delivered to properties by a system of dedicated mains. Upon application to the relevant Council by the plumber/builder/owner, each property will be provided a reWater connection from the reWater main. (A separate application must be made to SAWater for a drinking water supply connection from the drinking water main.)

#### Water Pressure

Water pressure in the reWater main will be slightly less than the pressure in the drinking water main. This will impact on the pressure of water for irrigation systems connected to the reWater system and therefore needs to be considered when designing the irrigation system.

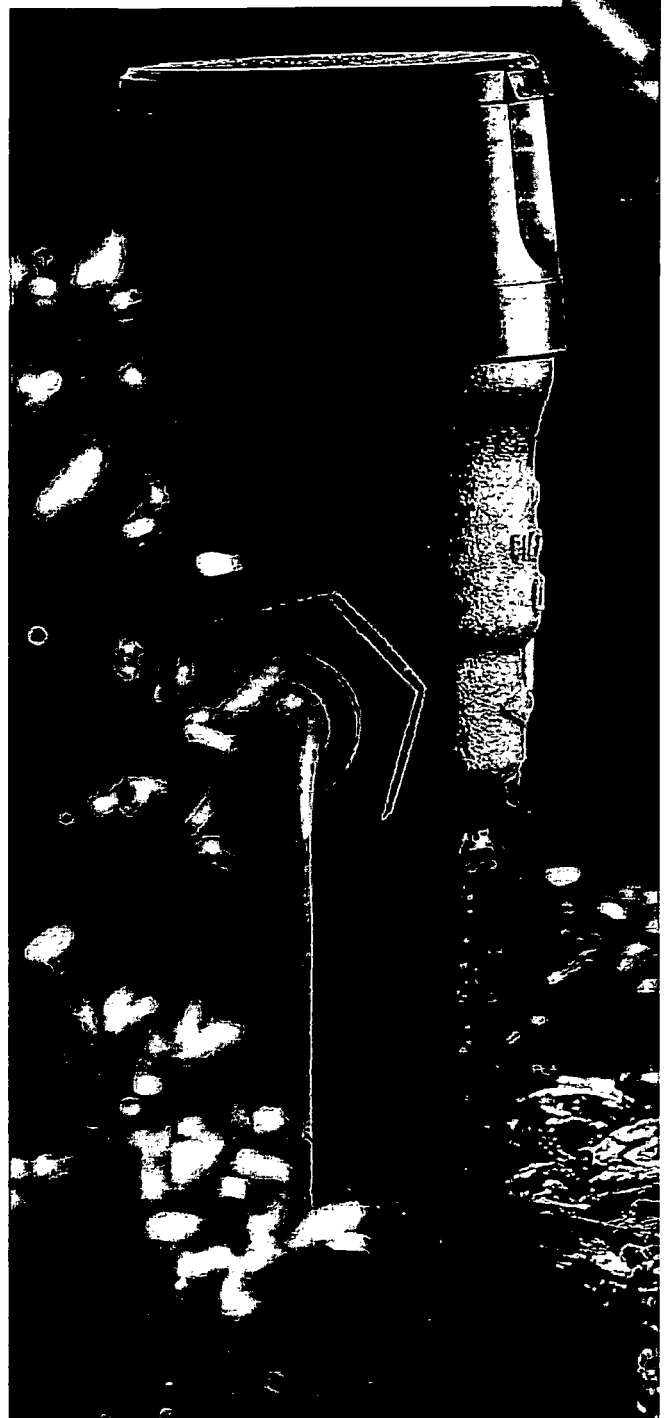
#### From main to meter

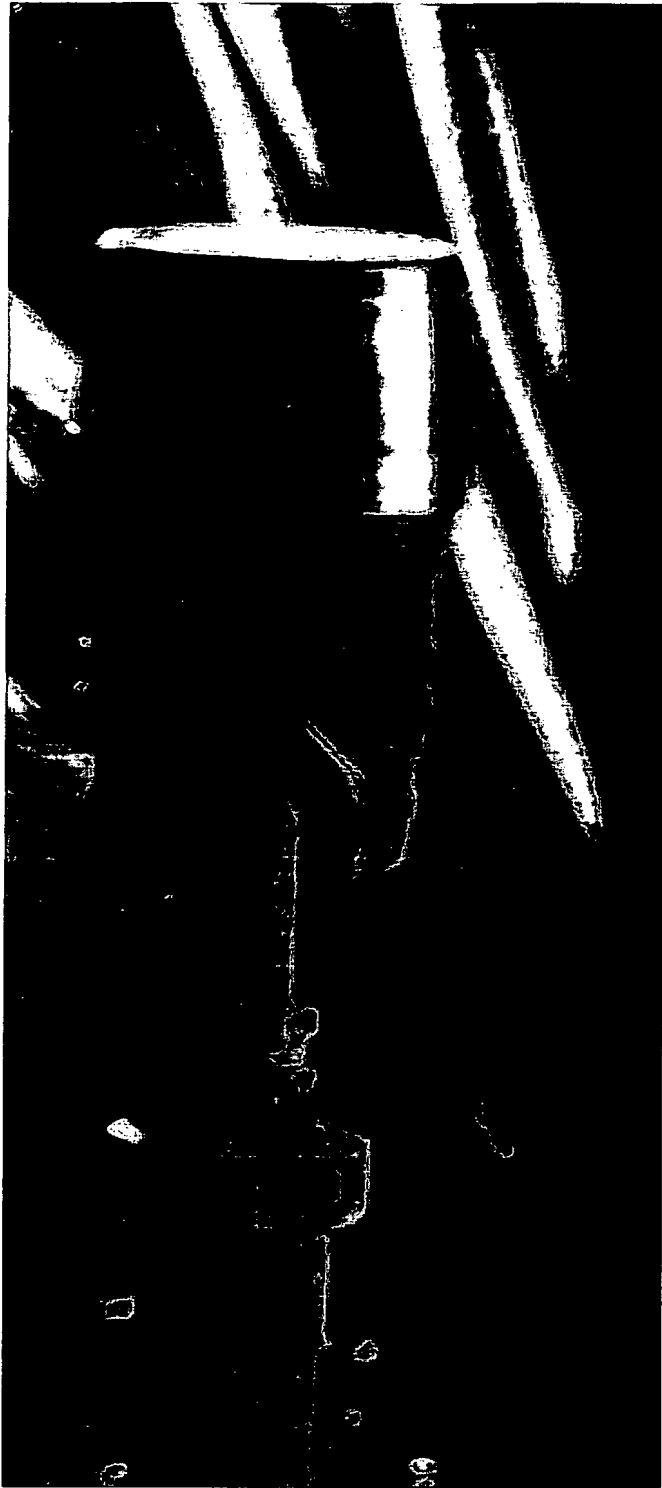
Two water service pipes will enter the property:

- The service pipe for reWater will be identified by a purple colour in accordance with AS2700, being no darker than P24 jacaranda or P12 purple and no lighter than P23 lilac.
- The service pipe for drinking water supply will not be coloured lilac/purple.

**Below:** Lilac meter for recycled water.

**Right:** Meter for drinking (potable) water





## Water Meter Assemblies

The reWater meter assembly is purple in colour. The meter will be fitted above ground in the position of the existing 'prelaid' water service point on the property.

- The reWater meter will be locked in the closed position until the reWater service has been completed, inspected by SA Water and Council and deemed suitable for activation.
- The meter components used for reWater are different to those for drinking water to prevent interchange of the meters.
- The licensed plumbing contractor must ensure SA Water and Council has been notified before commencing work and at each stage of the reWater service installation. The plumbing contractor is to be present at the time of final fix commissioning by Council.
- A dual check valve will be provided by SA Water as part of the 20mm drinking water meter assembly, the dual check valve is to remain visible and accessible and must be in place before final fix commissioning of the reWater system.
- Metered drinking water supplies greater than 20mm will require an approved backflow prevention device installed by the plumbing contractor.
- Alteration to the existing reWater connection will require an application to be made to Council.

## Approved Products

Only products certified under the National Plumbing Product Approval Scheme are permitted to be used for reWater services connected to the relevant Council's reWater supply systems.

Pipes to be used on reWater must be clearly and permanently identified

'Recycled Water = DO NOT DRINK' and coloured in accordance with AS2700, being no darker than P24 jacaranda or P12 purple and no lighter than P23 lilac. External metallic stand pipes must be coloured, as above.

## On the Property

The plumber is required to submit a Certificate of Compliance to the Property Owner, Council and SAWater within seven days of completing the work. (Note: SAWater does not require notification for an irrigation system connection to a reWater service)

Under no circumstances is there to be interconnection between the reWater service and the drinking water service.

- All plumbing work within a property, including reWater plumbing, is to be undertaken by a licensed or registered plumber and notified to SAWater for audit.
  - All pipe work and products used in the installation of reWater services shall comply with Section 2 of AS/NZS 3500 .1 2003.
  - Where pipes are not integrally coloured purple, identification may be achieved by means of close fitting durable purple coloured sleeving, netting or spirally wrapped tape.
  - All reWater pipes, pipe sleeves and identification tapes and outlets shall be purple and be marked with the following: RECYCLED OR RECLAIMED WATER - DO NOT DRINK
  - All buried pipes must have identification tape installed on top of the reWater pipe, running longitudinally and fastened to the pipe at not more than 3 metre intervals.  
This identification tape is designed to ensure safety when digging in the vicinity of recycled water pipes to prevent rupture.
- External hose tap outlets shall comply with the following:
- a) They shall be clearly marked with either a warning sign or prohibition sign in accordance with AS1319.
  - b) They shall be of a type that has a removable handle except where the outlet is installed 1200mm or more above finished surface level.
  - c) They shall be coloured, powder coated purple.
- All other installation requirements of Section 5 AS/NZS3500.1. Installation of Cold Water Services also apply.



Distinctive purple taps to  
be on recycled water outlets

# Commissioning the System

It is the responsibility of the installing plumber to contact the relevant Council and SA Water to audit each stage of the commissioning of the installation before handover and use by the property owner.

The pipework must be visible at each stage for inspection. On the successful completion of the commissioning process, Council will attach a reWater label to the inner side of the electricity meter box door.

The following commissioning procedures must be followed and detailed on the Certificate of Compliance as completed.

The plumbing contractor is to be present at the time of the final fix commissioning by Council.

## Stage 1

### COMMISSIONING THE reWATER SYSTEM FIRST FIX INGROUND

ReWater Service/first fix in ground



Isolate/disconnect any fixtures or appliances that may be damaged by a high test pressure



Connect test bucket at a convenient point to enable testing of piping



Cap all open ends



Fill system with water



Isolate reWater service if connected to mains supply



Pressure test system to 1500 kPa *with test bucket* for not less than 30 minutes. Does the pressure hold at 1500 kPa?



Yes

No



Locate and repair leaks



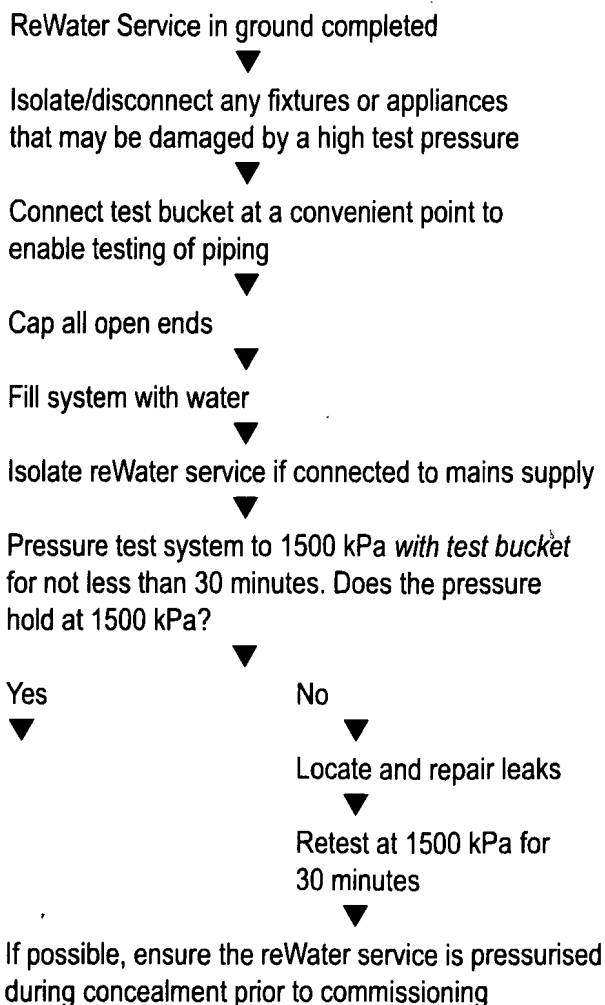
Retest at 1500 kPa for 30 minutes



If possible, ensure the reWater service is pressurised during concealment prior to commissioning

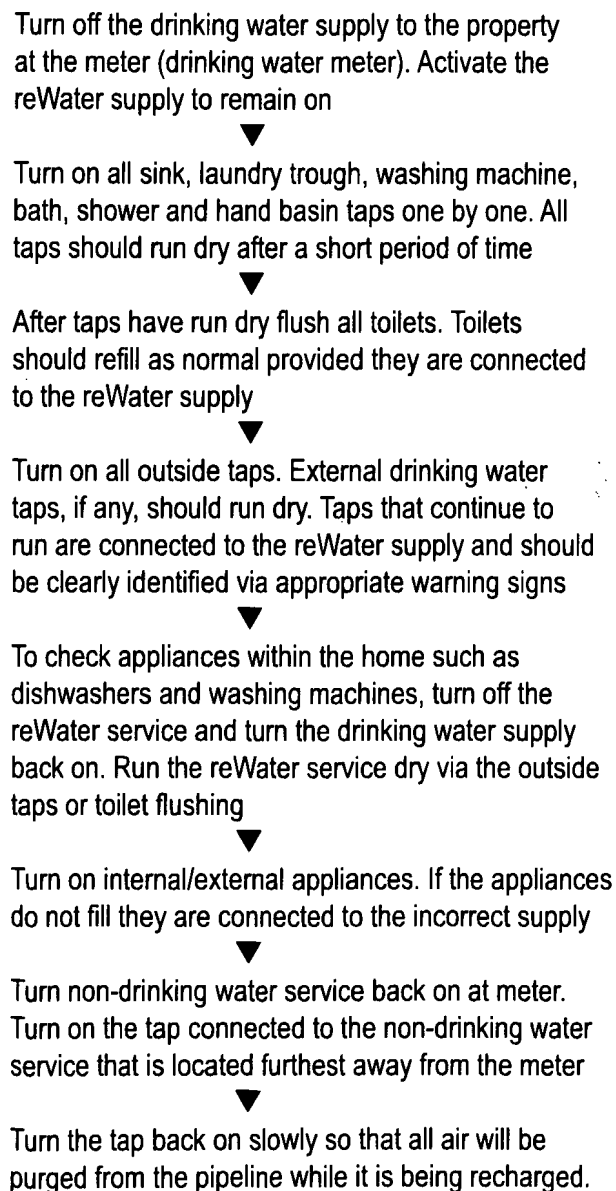
## Stage 2

### COMMISSIONING THE reWATER SYSTEM FIRST FIX IN WALL



## Stage 3

### COMMISSIONING THE reWATER SYSTEM FINAL FIX





**For more  
information**

**The following organisations provide a range of information  
related to water quality, conservation and efficiency:**

**City of Salisbury**

[www.salisbury.sa.gov.au](http://www.salisbury.sa.gov.au)  
Telephone (08) 8406 8575

**City of Playford**

[www.playford.sa.gov.au](http://www.playford.sa.gov.au)  
Telephone (08) 8256 0333

**City of Tea Tree Gully**

[www.teatreegully.sa.gov.au](http://www.teatreegully.sa.gov.au)  
Telephone (08) 8397 7444

**SA Water**

[www.sawater.com.au](http://www.sawater.com.au)  
Telephone 1300 650 950

**Department of Health**

[www.health.sa.gov.au](http://www.health.sa.gov.au)  
Telephone (08) 8226 6070

**Environment Protection Authority**

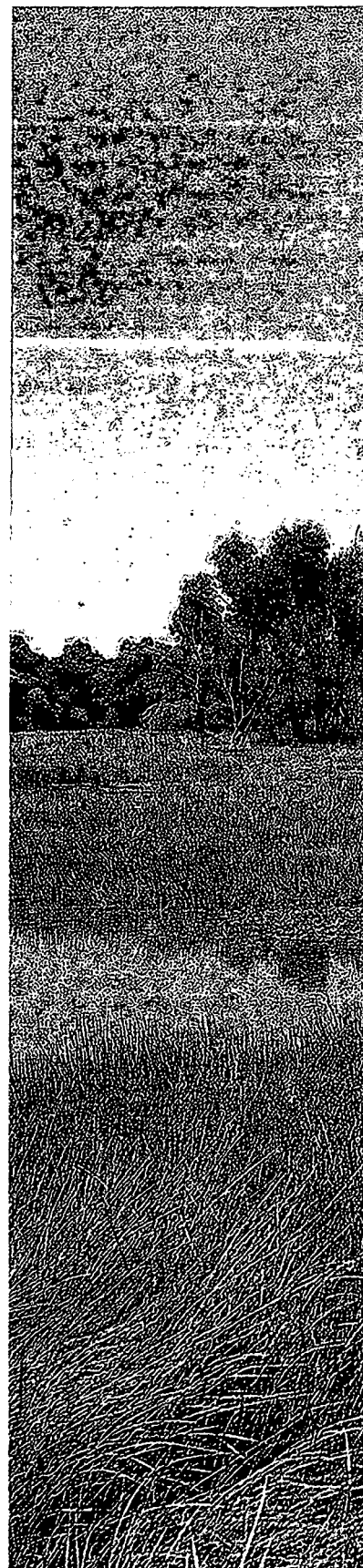
[www.epa.sa.gov.au](http://www.epa.sa.gov.au)  
Telephone (08) 8204 2000

**Department of Environment & Heritage**

[www.environment.sa.gov.au](http://www.environment.sa.gov.au)  
Telephone (08) 8204 9000

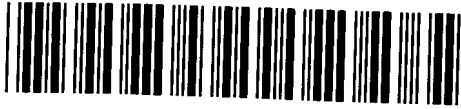
**Plumbing Industry Association of SA**

[www.plumbingindustry.com.au](http://www.plumbingindustry.com.au)  
Telephone (08) 8292 4000



# Annexure K

## ENCUMBRANCES

Orig. **E 12319233**01:22 30-Apr-2015  
3 of 4

3

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA**MEMORANDUM OF ENCUMBRANCE**

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

  
Registered Conveyancer  
M J PAHOLSKI / P CARAS
Lodged by: *Crope Hamilton*AGENT CODE*CRHA*Correction to: North East Conveyancers  
Y28831

NELB

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


R-G 250505

CORRECTION	PASSED 
REGISTERED	
15 JUN 2015	
  <b>pro</b>	


IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with the terms and conditions expressed herein subject to such exclusions and amendments specified herein.

DATED 30/4/2015

EXECUTION

  
Signature of ENCUMBRANCER - O K E PACIONE

  
Signature of ENCUMBRANCER - M E R PACIONE

  
Signature of WITNESS - Signed in my presence by the ENCUMBRANCER who is either personally known to me or has satisfied me as to his or her identity.\*

Kirsten Jane DAKOR  
Print Full Name of Witness

61 Whitmore Lane  
PO Box 5000  
Address of Witness

Business Hours Telephone Number 82422990

Oliver  
Marilyn to sign

Form M2

**MEMORANDUM OF ENCUMBRANCE****CERTIFICATE(S) OF TITLE BEING ENCUMBERED**

**The whole of the land comprised in Certificate of Title Register Book  
Volume 6148 Folio 225**

**ESTATE AND INTEREST**

An estate in fee simple

**ENCUMBRANCES**Subject to Land Management Agreement  
to be lodged contemporaneously herewith**ENCUMBRANCER (Full Name and Address)**

**OLIVER KIT ESGUERRA PACIONE and MARLYN ELLA RAMOS PACIONE**  
Both of Allotment 2 Rivergum Circuit Paralowie SA 5108

**ENCUMBRANCEE (Full Name, Address and Mode of Holding)**

**CITY OF SALISBURY**  
of 12 James Street Salisbury SA 5108

**OPERATIVE CLAUSE**

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN  
THE LAND ABOVE DESCRIBED FOR THE BENEFIT OF THE  
ENCUMBRANCEE SUBJECT TO THE ENCUMBRANCES AND OTHER  
INTERESTS AS SHOWN HEREON WITH AN ANNUITY OR RENT  
CHARGE OF

(a) Insert the amount of the annuity or rent charge

(a) TEN CENTS \$0.10 (if demanded)

(b) State the term of the annuity or rent charge. If  
for life use the words "during his or her lifetime"(b) TO BE PAID TO THE ENCUMBRANCEE  
as a yearly rent charge for a term of 999 years  
commencing on the date of this Encumbrance(c) State the times appointed for payment of the  
annuity or rent charge. Any special covenants may  
be inserted on page 2.(c) AT THE TIMES AND IN THE MANNER FOLLOWING  
on the first day of January in each year commencing on  
the 1<sup>st</sup> day of January following the date of this  
Encumbrance AND with the performance and observance  
of the following covenants

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

**The purpose of this encumbrance**

1. The encumbrancer on page 1 ("Encumbrancer") ("you", "your") grants this encumbrance –
  - 1.1. for the benefit of the encumbrancee on page 1 ("Encumbrancee") ("we", "our", "us")
  - 1.2. for the benefit of each present and future owner of the land in the Development Zone
  - 1.3. to charge the land on page 1 ("the land") with the payment of the annuity on page 1 ("the rent charge")
  - 1.4. for the purpose of a common building scheme for the Development Zone
  - 1.5. with the intent that its covenants run with the land and will be binding also on anyone who becomes the owner of the land after you.

**Interpreting this encumbrance**

2. In this encumbrance, unless the contrary intention appears –
  - 2.1. "the land" means all the land and any rights and easements described above
  - 2.2. "development" means work of any kind, including but not limited to –
    - A. "building works" as defined in the Building Work Contractors Act 1995
    - B. the construction or alteration of any permanent or temporary structure
    - C. earthworks or landscaping of any kind
    - D. repairs, painting or improvements of any kind
  - 2.3. "Development Guidelines" means the development guidelines attached to this encumbrance
  - 2.4. "Development Zone" means all of the land delineated in Development Application No. 361/D0189/10.
  - 2.5. reference to giving access to us includes giving access to our employees agents and contractors
  - 2.6. reference to a party includes the party's successors and transferees (and also the party's personal representatives if the party is a natural person)
  - 2.7. reference to any statute includes statutes which change or replace it, and
  - 2.8. any word indicating the singular includes the plural and vice versa.
3. If there are more than one of you then –
  - 3.1. we only have to give notices to one of you, and
  - 3.2. all your obligations in this encumbrance are joint and several.

**Restrictions on the use and development of the land**

4. You must use the land only for private residential purposes.

**Rules governing the use of the land**

5. You must obey the following rules in using or owning the land
  - 5.1. You must not subdivide the land or create any additional allotment from the land
  - 5.2. You must not use any caravan, tent or other shelter on the land as a place of residence
  - 5.3. You must not make any claim against us for the cost of (or for contribution to the cost of) erecting a fence between the land and any land of ours. You indemnify us against such claim.
6. The provisions of the Law of Property Act 1936 and the Real Property Act 1886 relating to encumbrances apply to this encumbrance.
7. The provisions referred to in the above clause 6 include, amongst other rights and obligations –
  - 7.1. an obligation on you to keep all improvements on the land in good repair
  - 7.2. a right of ours to enter upon the land, upon giving the occupier of the dwelling house reasonable notice of our intention to do so, to inspect the state of repair of such improvements
  - 7.3. an obligation on you to pay the rent charge at the time and in the manner set out in this encumbrance
  - 7.4. the right of a subsequent mortgagee or encumbrancee to redeem this encumbrance
  - 7.5. a power of ours, if you default in payment of the rent charge or in observing your obligations expressed or implied in this encumbrance, to enter and take possession of the land or bring an action for recovery of the land, or to distrain the goods of the tenant or occupier of the land
  - 7.6. a right of ours to sell the land if you default in payment of the rent charge or in observing your obligations expressed or implied in this encumbrance.
8. **Restrictions on development of the land**
  - 8.1. The you must not otherwise than in accordance with the Development Guidelines erect construct or make any alterations or additions to any building or structure of any nature whatever on in or over the land or any part of it.
  - 8.2. Without limiting the provisions of clause 8.1 you:
    - 8.2.1 must obtain the approval referred to in the Development Guidelines from the design consultant appointed from time to time by us and must for that purpose comply with the approval procedures set out in the Development Guidelines;
    - 8.2.2 must not make application for Provisional Development Plan Consent pursuant to the Development Act 1993 to undertake any development on the land prior to obtaining the approvals from the design consultant appointed by the us.
    - 8.2.3 acknowledge and agree that we shall be entitled at any time and from time to time to amend the Development Guidelines by notice in writing to you.
    - 8.2.4 Acknowledge and agree that amendments to the Development Guidelines shall take effect forthwith upon receipt by you of a notice in writing from us and for the purposes of this encumbrance a reference to the Development Guidelines shall be deemed to be a reference to the most recent version of those Development Guidelines as notified by us to you regardless of the Development Guidelines annexed to this encumbrance.

**Appurtenances**

9. T.V and F.M antennae aerals – T.V antennae should be located within the roof space. External antennae will not be permitted above eaves line level unless it is demonstrated that reception is adversely affected by this requirement.
10. Satellite dish – A satellite dish will only be approved if positioned where not visible from the street.
11. Solar panels – If installed, a system of no less than 1.5kW must be installed, and be done so to be integrated with the roof design and if possible be located so as to reduce the visual impact from the roadway.
12. Clotheslines – Must be screened from view from public areas.
13. Letterboxes – Design is to suit main building and located adjacent to driveway and must be completed within one month of occupation of the main dwelling.
14. Airconditioners – Airconditioners must be located below the eaves line and screened from public view. Evaporative airconditioners must be architecturally integrated with the roof line.
15. Rubbish bins – All rubbish bins/wheelie bins must be kept behind screening and fencing until the day of collection

16. Solar water heaters – Solar heaters must be architecturally integrated with the dwelling.

**Commencement of construction of a dwelling**

17. You must substantially commence construction of a dwelling house on the land within 18 months (or as agreed) of the date of this encumbrance unless we have, by written notice, allowed an extension of time in which to substantially commence construction of a dwelling house.
18. If you do not substantially commence construction of a dwelling house within the time allowed for in clause 17 above, then you must sell the land subject to and in accordance with the terms of this encumbrance.
19. In this clause, "substantially commence" means the pouring of a concrete footing or foundation for the construction of a dwelling house on the land.

**Hard refuse**

20. You will not deposit or keep any hard refuse on any part of the land in a position or in a manner that will be visible to any allotments adjoining the land or any road, which is abutting the land. For the purpose of this clause, "hard refuse" shall include any unroadworthy vehicle of any kind, any scrap vehicles or vehicle components, any scrap metal, any unserviceable or scrap agricultural implements or equipment and any unserviceable or scrap domestic or commercial appliances of any kind.

**Maintenance of the land**

21. Until the construction of any dwelling on the land is completed, you shall regularly cut down all weeds growing on and otherwise keep and maintain the land free from rubbish and in a good, neat, clean and tidy order and condition and from and after construction of any dwelling, you shall at all times maintain and keep the land in good, neat, clean and tidy order and condition

**Power of sale of the land**

22. Notwithstanding s.136 of the Real Property Act 1886, you agree that we may, if we exercise our power of sale, require the purchaser of the land to accept the sale of the land subject to an encumbrance in the same terms as this encumbrance.

**FURTHER COVENANTS**

It is covenanted and declared between the Encumbrancer and the Encumbrancee as follows:

**Default**

23. that if default is made by you in payment of any moneys becoming due under this encumbrance or in the observance or performance of any covenants stipulations or conditions contained in this encumbrance it shall be lawful for the us immediately thereupon, or at any time thereafter to serve upon you the notice mentioned in section 132 of the Real Property Act 1886 and if any such default shall be continued for a period of thirty (30) days after service of such notice it shall be lawful for us to exercise with reference to the land or any part of such land the power of sale and all other powers and authorities conferred upon or reserved or accruing to us by virtue of this encumbrance and the Real Property Act 1886;

**Our power to remedy default**

24. that if you default in the due observance or performance of any covenant term condition or agreement to be observed or performed by you under and by virtue of this encumbrance or implied by this encumbrance then it shall be lawful for us and we are hereby authorised to do or procure the doing of all acts matters and things necessary to make good such default or breach to the satisfaction of us in all things but without any obligation upon us to do so and without prejudice to any other right power authority or remedy of the Encumbrancee and any and all costs and expenses properly incurred by or on behalf of us in relation to the making good of such default or breach shall be payable forthwith upon demand by us to you;

**Release**

25. that you and successive assigns of yours shall be respectively released and discharged from the payment of



the said rent charge and from the observance and performance of the covenants conditions restrictions and stipulations hereinbefore contained forthwith upon you and such respective assigns respectively ceasing to be registered as the proprietors of the land to the intent that the said rent charge and covenants conditions restrictions and stipulations shall be binding on the registered proprietor or proprietors for the time being of the land for the benefit of each present and future owner of the land in the Development Zone;

#### **Sale of the land**

26. that you will not enter into any contract to sell and will not otherwise transfer assign or dispose of its estate and interest in the land or any part of the land without first having obtained from the intending purchaser or transferee (the "Transferee") of the land or such part of the land the subject of such sale or transfer a binding agreement to execute and lodge for registration under the provisions of the Real Property Act 1886 forthwith after the registration of the memorandum of transfer in respect of the land or such part of the land as is subject to sale or transfer a memorandum of encumbrance (the "New Encumbrance") in the same form as this encumbrance and containing the same covenants and other stipulations mutatis mutandis with the substitution of:
- the name address and description of the Transferee, as Encumbrancer; and
  - a description of the land or relevant part subject to the sale or transfer in a form required for registration with the then current Development Guidelines annexed
  - such further or other consequential amendments as may be required for registration purposes. Following the execution of the New Encumbrance the you shall prepare and execute (at your cost and expense in all respects) a discharge of this encumbrance and you shall procure that such discharge is lodged for registration at the Lands Titles Office prior to but in the same series of documents as the New Encumbrance and the transfer in favour of the Transferee;

#### **Waiver and assignment**

27. We may, in our absolute discretion, waive compliance with any Development Guidelines, or with any of the requirements of this encumbrance.
28. We may modify waive or release any of the covenants in this encumbrance. A party's action or lack of it, on any disobedience of this encumbrance by the other does not affect the party's rights if the other:
- 28.1. repeats or continues the disobedience; or
- 28.2. disobeys this encumbrance in another way.
29. No waiver is effective unless in writing signed by our authorised officer.

#### **Assignment by us**

30. We may transfer or assign our rights under this encumbrance.

#### **Severance of invalid clauses**

31. If any clause of this encumbrance is void or unenforceable then it must be read down so that it is not void or unenforceable.
32. If it cannot be read down, it must be severed (that is, treated as if cut out).
33. The rest if this encumbrance is not affected if any clauses are read down or severed.

#### **Payment of costs**

34. The costs incidental to the preparation of this encumbrance, and the stamp duty and registration fee on it, must be paid by you.
35. You must also pay us any costs we incur as a result of any breach of this encumbrance by you or your employees, agents contractors or invitees.

#### **Term of encumbrance**

36. You acknowledge that we shall have no obligation to enforce this encumbrance or each other encumbrance registered over any part of the land in the Development Zone; and may execute and register a discharge of this encumbrance.

**How notices may be given**

37. All notices (including approvals or demands)
- 37.1. must be in writing
  - 37.2. must be given to the other party
  - 37.3. can be given in person
  - 37.4. can be left at the other party's address on page 1, or at the other party's last known address
  - 37.5. can be sent there by post, but they must be correctly addressed and posted
  - 37.6. can be given to you by being left at, or sent by post to, the land
  - 37.7. are, if posted, treated as given the next business day after posting
  - 37.8. may, if the party has a facsimile number, be sent by facsimile transmission to that facsimile number. In that case, the notice is treated as having been given when the sender's facsimile machine confirms that the transmission has been successfully completed
38. may be signed by a party, or any person that party authorises to sign it.

**Sunset clause**

39. Our rights and obligations will cease one (1) year after we cease to be the registered proprietor of any allotment created in the Development Zone.
40. For the avoidance of doubt it is expressly stated that the rights and obligations of the owners of any land in the Development Zone arising under the building scheme created by this encumbrance will continue despite the provisions of clause 39.

## DEVELOPMENT GUIDELINES



## **Development Guidelines**

March 2014

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# Contents

# 1. Greentree Walk Development Vision

## 1.1. About Greentree Walk

Greentree Walk is part of a master planned urban and community development within a spectacular natural setting along the Little Para River within the City of Salisbury. It is being developed with consideration of providing quality affordable housing solutions and supporting the wider objectives of sustainability, enhancing social interaction and returning a sense of the natural environment to the project.

## 1.2. Design Philosophy

1.2.1. A key goal of Greentree Walk is the promotion of a design philosophy built on:

- Project vision, design and presentation excellence;
- Innovation in dwelling and land product;
- Providing greater housing choice with a broad price range, including both traditional detached housing and a range of new affordable housing products;
- Sensitive environmental management;
- Responsible management of stormwater and promotion of recycled water;
- Project management excellence;
- Integrated project delivery and construction; and

1.2.2. To achieve these aims a level of development guidance is required in the form of Development Guidelines.

## 2. About the Development Guidelines

### 2.1. Purpose of the Development Guidelines

- 2.1.1. The purpose of the Greentree Walk Development Guidelines is to ensure that the physical arrangement of buildings and their relationship to each other and the surrounding environment reflects the vision for the development.
- 2.1.2. The Guidelines address the quality of the built form and landscape both in terms of appearance and the achievement of sustainability initiatives.
- 2.1.3. The Guidelines are provided to assist purchasers, designers and builders. They aim to create high quality built outcomes that together with the surrounding natural environment and enhance the community lifestyle over time. They provide certainty about the quality of dwellings and gardens, and how they interact with neighbouring public open spaces.
- 2.1.4. The guidelines should be used in conjunction with the City of Salisbury Development Plan as it provides a full range of development controls for residential development in this area as well as the Development Act and Development Regulations (including the Residential Code).
- 2.1.5. These guidelines form part of the Encumbrance that is attached to the Certificate of Title of all allotments within Greentree Walk. Thus, purchasers are contractually obligated (and protected) to comply with these guidelines (unless a variation is agreed to by the Encumbrance Manager).
- 2.1.6. The Guidelines have been formulated to allow a sufficient level of flexibility that can cater for individuality and personal choice of purchasers and designers.

## 2.2. Development Guidelines Structure

### 2.2.1. The structure of the Development Guidelines is set out as follows:

About the Development Guidelines: A background to the development guidelines and its role in approving your development;

Designing and Siting your Dwelling: How to best design and site your dwelling to create your dream home;

Sustainability Principles: A sustainability focus for the development of all dwellings;

Building on your Site: Steps to maintain a safe, orderly and environmentally responsible building site;

Appendices:

Development Guidelines Submission Form: To be completed and submitted with your dwelling design.

Building Envelope Plan: A plan showing the limit of building construction and minimum boundary setbacks

Landscape Guidelines: A landscape plan and materials palette for the external landscape

## 2.3. Pre-Development Approval Process

2.3.1. When you purchase an allotment within Greentree Walk, you will note that an Encumbrance including these Development Guidelines has been registered on the Certificate of Title. These documents require that prior to commencement of any development on your allotment; approval must be obtained from the Encumbrance Manager (in addition to normal Council approvals).

2.3.2. A sketch or concept plan should be provided to and assessed by the Encumbrance Manager before drawings are finalised for formal submission. This is to ensure the process is streamlined to avoid additional costly design work.

2.3.3. The Encumbrancer has appointed the City of Salisbury Building Rules Certification Unit to be its Encumbrance Manager for the purposes of these Development Guidelines. The Encumbrancer reserves the right to appoint an alternative Encumbrance Manager from time to time.

All development applications are therefore to be lodged directly with the Encumbrance Manager.

2.3.4. In assessing applications relative to the Development Guidelines, the Encumbrance Manager, may agree to approve proposals that do not conform to the Guidelines.

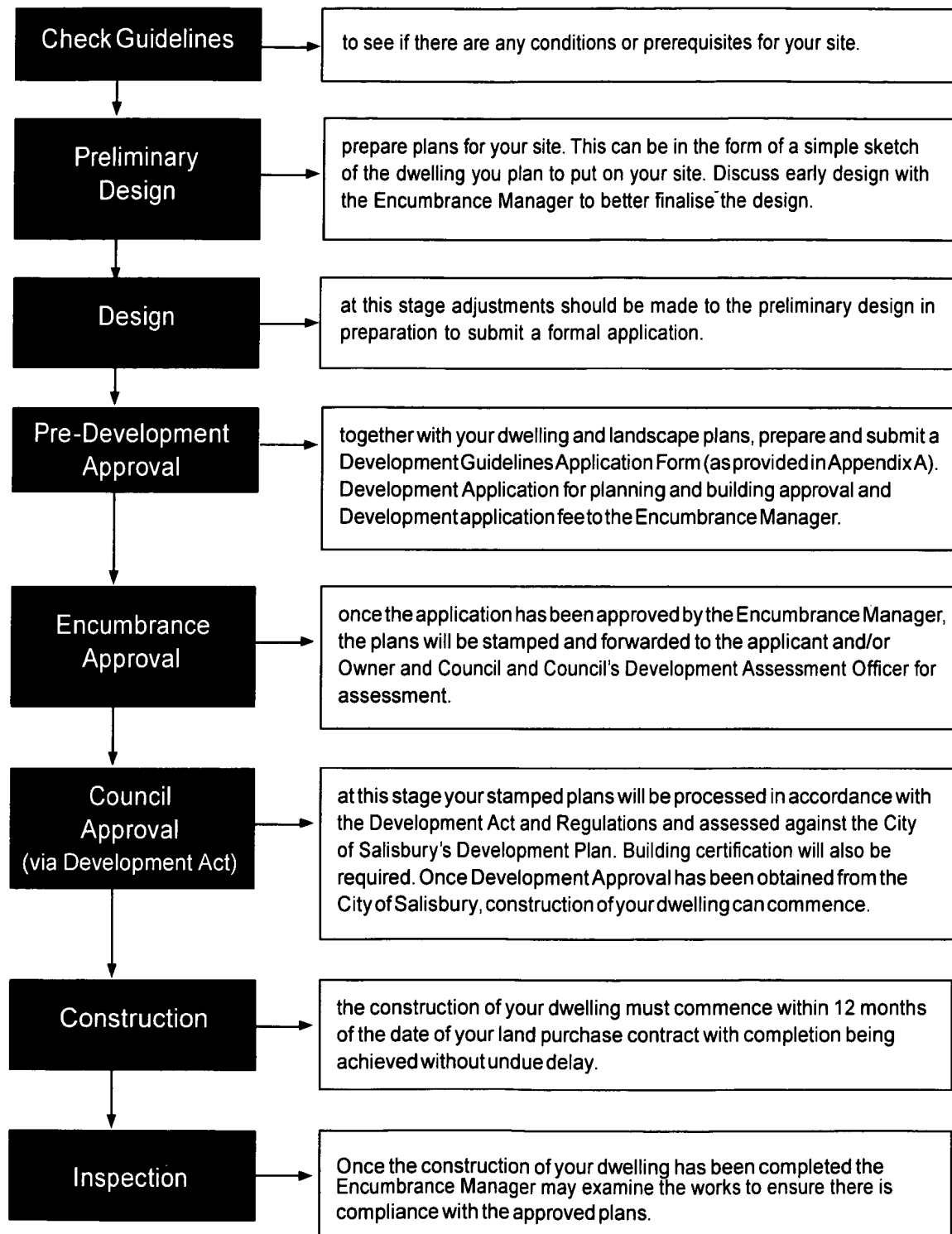
2.3.5. Applications for Development Guidelines Approval should be forwarded by post to:

*Encumbrance Manager, Greentree Walk*

*City of Salisbury, PO Box 8, Salisbury SA 5108*



2.3.6. The diagram below illustrates the approval process:



A fee of \$150.00 plus GST is required to administer this encumbrance process. Fees should be made payable to the City of Salisbury. These fees are in addition to the statutory fees associated with Development Approval.

## 3. Designing & Siting Your Dwelling

### 3.1. Planning Design Principles

#### 3.1.1. Land Use:

Consideration is placed on land use to ensure the development is consistent with both the overall vision of the City of Salisbury and the Greentree Walk development.

#### 3.1.2. Planning the Siting of your Dwelling:

*Building Envelope and Set-backs* – a building envelope plan is prepared for each allotment that specifies the area of the site within which your dwelling should be located (refer to Appendix B). The siting of your dwelling needs to comply with the building envelope in order to gain Encumbrance Approval. Each envelope indicates the following:

- The minimum setback from each boundary for one and two storey developments
- Appropriate locations for any buildings to the boundary for garage/carports
- Location of driveways

The building envelope and setbacks indicated in the plan within Appendix B is relevant for all buildings and structures (including porticos and bay-windows) but excluding eaves.

*Site Coverage* – the proposed development should be sited to allow for enough coverage to cater for appropriate dimensions, based on allotment size, of both private open space and landscaping space on the site.

Maximum site coverage of 60% (including verandahs)

*Private Open Space (POS)* – the intent of these guidelines is to ensure a pleasant environment when outdoor and indoor elements of the dwelling are linked. Good dwelling siting and design can help protect your privacy as well as your neighbours, thus private open space areas must comply with the following requirements, this is in accordance with the Residential Code of the Development Regulations (2008):

- If the allotment size is greater than 500m<sup>2</sup> it must have a minimum POS area of 80m<sup>2</sup> with a minimum dimension of 4m
- If the allotment size is between 300 - 500m<sup>2</sup> it must have a minimum POS area of 60m<sup>2</sup> with a minimum dimension of 4m
- If the allotment size is between less than 300m<sup>2</sup> it must have a minimum POS area of 24m<sup>2</sup> with a minimum dimension of 3m

When calculating your POS:

- any area at ground level at the front of the dwelling is not to be included;
- each area at ground level must have a width of at least 2.5m; and
- at least one side boundary shall have a minimum setback of 900mm

#### *Incurred Costs*

- Costs associated to the relocation, removal or establishment of any infrastructure services, utilities, street trees, landscaping, footpaths, kerbing, fencing, retaining walls, driveways etc that are required due to the design and siting of the dwelling must be paid for by the purchaser/owner to the relevant authority or agency.
- Any owner works as per above must satisfy the overall vision of the site, thus construction must match existing infrastructure in terms of colour and material choices as well as location etc.

## 3.2. Building Design Principles

- 3.2.1 Building Design/Appearance: these guidelines encourage the design of a dwelling to be based on the orientation or location of the site. The use of different levels, articulation, placement of windows and spaces and indoor-outdoor living spaces etc can all be advantageously implemented to improve the purchaser's quality of life through views and allowing for maximum natural light.

Through responsive design the purchaser also has the opportunity to reflect their surrounding environment, while maintaining a high level of individuality, through a variety of material, colour and finish choices.

*Built Form Façades* - in order to create an attractive streetscape it is important to avoid unsightly blank walls and reducing the bulk of the dwelling so it does not appear physically overwhelming next to neighbouring structures, disrupting the continuity of the proposed estate. This can be achieved by incorporating some or all of the following design elements:

- Vary the built form setbacks of facades (excluding garages or carports) or have protruding or recessed features on facades to create more visual interest
- Incorporate one of the following building elements: verandah, balcony, deck, terrace, porch, portico, sculptures or patterns
- Architectural features for roof forms (attic windows, gables etc)
- Architectural design elements for windows

Dwellings on corner allotments should be designed to address both street frontages. Additional design guidelines for corner allotment are discussed later in this document..

*Height & Scale* – To limit overshadowing and infringement on the privacy of neighbours it is necessary that the heights of dwellings be guided by the following maximum heights:

- Single Storey: 6.0m to the roof ridgeline.
- Two Storeys: 9.0 to the roof ridgeline

*Materials, finishes and colours* - this is an important part of achieving an individual feel to your dwelling as well as improving the amenity of the area. Dwelling plans need to identify proposed materials, colours and textures.

The portion of dwellings, buildings and structures that front a street or adjoin a public reserve, should incorporate a mix of at least two (2) of the following different materials:

- Contemporary face brick or bagged brick;
- Cement rendered concrete, brick or rendered lightweight materials such as rendered hebel, render or texture-coated fibre cement or render panel;
- Stone or stone render;
- Timber panelling;
- Feature sections of coloured metal sheeting (excluding the roof)
- Contemporary style planking

The following materials are NOT permitted for dwelling facades:

- Colorbond Sheetting (except as a roofing material or used as discrete highlights in the building facade);
- Unpainted or unrendered cement sheeting or similar;
- Galvanised steel;
- Used or second-hand materials, asbestos cement, fibreglass, plastic or rubber or any material of a like nature.

#### *Roof Colour Materials*

With respect to roof materials:

- Roof tiles and sheets colour must complement the dwelling's style;
- Tiles and colour coated metal materials are permitted
- Uncoloured zincalume is not permitted.

#### *Colours*

With respect to the dwelling's colour:

- At least two complementary colours applied in an appropriate scheme should be used on the facade (including gutters);
- Bright and highly contrasting colours should not be used. Colours should complement the vision of the estate

### 3.2.2. Roof Design

With respect to roof design:

- Articulated roof forms are encouraged in order to create visual interest. The implementation of hips, gables or other decorative architectural elements is also encouraged to add further interest.
- All roofs for single storey dwelling must have a pitch not less than 25 degrees.

### 3.2.3. Corner Buildings

The following requirements apply to dwellings that are constructed on corner allotments or where the allotment adjoins a public reserve.

- The design treatments used on the front street facade must follow onto the secondary street (or reserve) facades (at least for a depth of 1.5 metres from the corner of the dwelling) at the same quality of detail and articulation;
- Blank walls on secondary street or reserve facades will not be permitted within the 1.5 metre zone (measured from the corner of the dwelling);

Design treatments to address secondary facades could include following:

- Large windows
- Wrap around verandahs;
- Balconies

### 3.2.4. Garages & Driveways

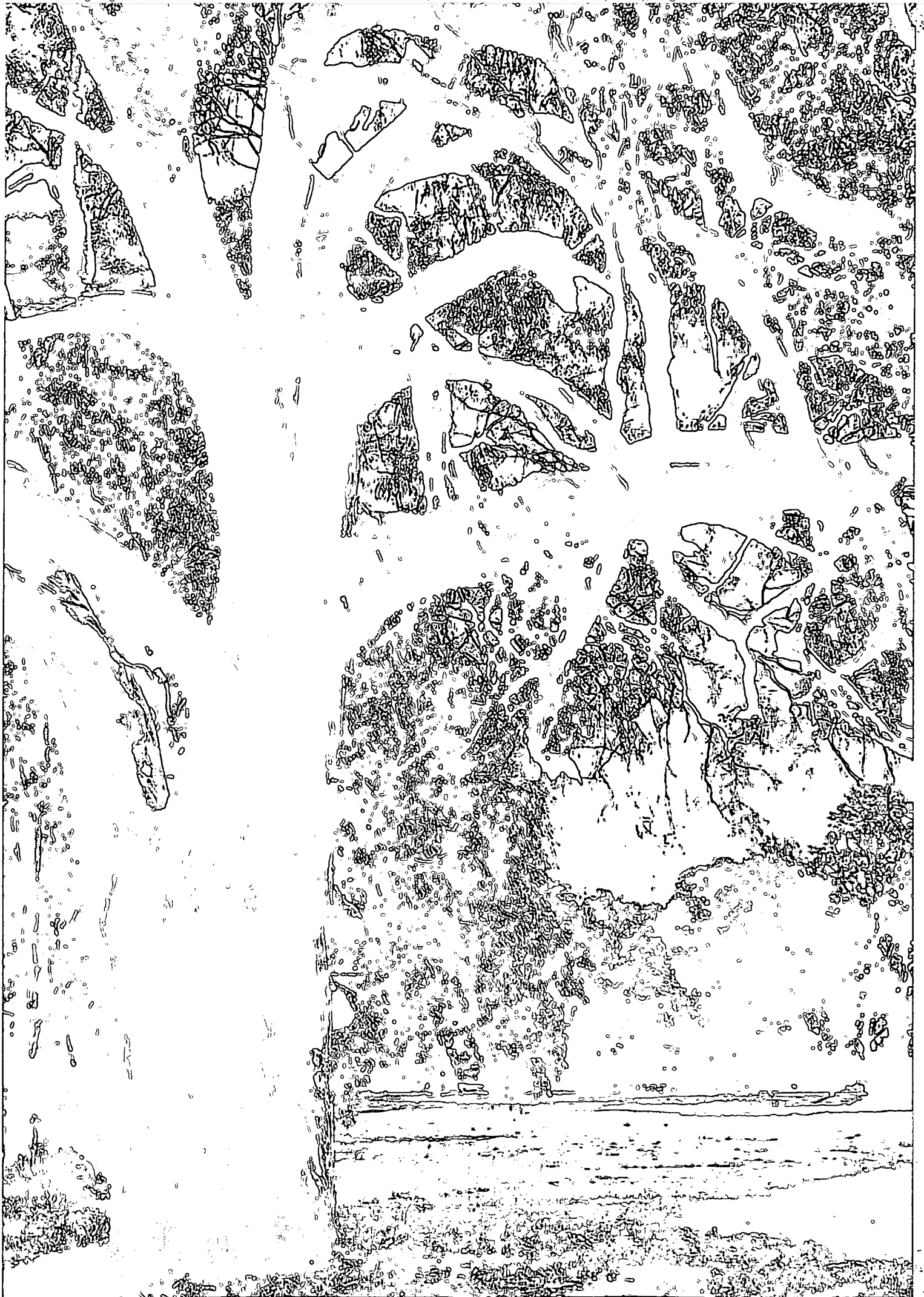
These are important considerations when designing the dwelling as they impact on the appearance and quality of the streetscape.

Driveways should:

- be located in accordance to the Building Envelope Plan
- be constructed prior to occupation of the dwelling
- conclude at the front allotment boundary.

Garages and Carports:

- Must have a minimum set back of 5.5m from the front allotment boundary
- must have a door opening not exceeding 50% of the allotment frontage
- In respect to carports, these are required to have corner pillars that must match the style of the dwelling in terms of material and colour and not be forward of the façade of the proposed dwelling.



### 3.3. Fencing Principles

3.3.1. The edges of your allotment represent an extension of the design of your dwelling thus, fences and retaining walls are an integral part of the design and their appearance, if not designed in a coordinated manner, can undermine the quality appearance of your property.

3.3.2. No Front Fencing:

No fencing located in-front of the dwelling's building street facade is permitted.

3.3.3. Side and Rear Fencing:

Side and rear boundary fences should have a maximum height of 1800mm and be a "good neighbour modular" style. All fencing is to be constructed in the "colorbond willow" colour - on both sides.

3.3.4. Fences on Corner Allotments and Adjoining Reserves:

Dwellings located on corner allotments or that adjoin a public reserve should ensure the fence fronting the secondary road boundary or the public reserve is setback at least 1.5 metres behind the front dwelling facade.

### 3.4. Landscape Design Principles

3.4.1. Design Philosophy:

All landscaping features should be designed to complement the natural landscape character of the Little Para River. The design can consist of a mixture of native and exotic plants, with a focus on maximising green soft planting and minimising hard landscape elements such as paving and concrete.

There should be a sense of coordination and integration regarding the style of landscape design which should be evident throughout the property.

3.4.2. Front yard landscaping and gardens visible to the street

The dwelling should be designed with the following criteria:

- Landscaping of the front garden (eg between the front dwelling facade and the front allotment boundary) is to be completed prior to occupation of the dwelling;
- Landscape and maintenance of the land should be in accordance with the Greentree Walk Landscape Plant and Materials Palette in Appendix C.
- Utilise the landscape practice of 'hydro zoning' by grouping plants with similar watering requirements

- Minimise the use of instant turf / lawn and encourage to substitute with native lawn alternatives provided in the Greentree Walk Landscape Plant and Materials Palette 'Lawn Alternatives' in Appendix C
- Consider permeable pavements wherever possible
- Utilise small retention areas, rain gardens etc to collect and slow water runoff
- Landscape treatments should be kept within the scale of your dwelling
- The use of drip irrigation systems are encouraged
- Lawn areas should not exceed more than 50% of the front yard (excluding paved areas).

#### 3.4.3. Plant Selection

- You must select all plants for the front garden from the 'Greentree Walk – Landscape Plant and Material Palette' (Refer to Appendix C)
- For further information on the selection of plants available you can contact The City of Salisbury Wholesale Plant Nursery on (08) 8250 0477 or email [nursery@salisbury.sa.gov.au](mailto:nursery@salisbury.sa.gov.au).

#### 3.4.4 Driveway crossover and paving

- The driveway must be constructed from the complimentary materials and colours that will be used for the crossover (eg area between the gutter and the driveway to the front allotment boundary)
- Driveways must be completed prior to occupation of the dwelling
- Driveways must be aligned with existing crossovers.
- Only one driveway / cross over is permitted per allotment.

#### 3.4.5. Establishment and maintenance

- You shall at all times thereafter maintain, keep tidy and care for the front yard landscape and garden visible to the street;
- You must act in good faith in determining the standard acceptable for the purposes of maintaining the front yard landscape.



## 4. Sustainability Principles

Greentree Walk is located within the fantastic green and natural environment of the Little Para River. Supporting this environment is important to the project and the future wellbeing of the residents, so sustainability has a significant focus in the development of all new dwellings. Outlined below are ways of making a difference and improving the sustainability and comfort of your dwelling, from passive building design techniques, water conservation, sustainable landscaping to the adoption of renewable energy.

### 4.1. Building Design

#### 4.1.1. Energy Rating

All new homes built in South Australia need to comply with the State Government's Sustainable House regulatory requirements that came into effect from the 1 September 2010. The '6-star' energy efficiency requirement replaces the previous 5-star energy efficiency requirement which had been in place since 2006, and is therefore mandatory in Greentree Walk.

Homes to incorporate sound environmental design principles – like wall and ceiling insulation, northerly orientation (to gain maximum advantage from solar energy) and internal and external shading of windows and walls in summer – have the potential to save residents money on their heating and cooling bills.

Energy efficient options should be included in the design of the dwelling as they cost very little to implement at the design and construction stage, yet they offer huge long-term benefits to the homeowner, the environment, and reduction of non-renewable energy sources (including the reduction on the mains power grid).

A house energy rating assessments is to be conducted by registered House Energy Rating Assessors, who typically assess compliance with the 6-star requirements by using an approved computer-based energy efficiency rating program (such as FirstRate6, AccuRate or BERSPro). Visit the 'Register of House Energy Assessors' webpage for further details or speak to one of the Greentree Walk project builders.

Good design, including thoughtful consideration of the orientation of the home, will help meet the 6-star efficiency requirements and save long-term energy use costs.

#### 4.1.2. Orientation and winter solar gain

Correctly orientating your dwelling to harvest the sun's warmth in winter and maximise your dwelling's ability to capture cooling breezes in summer will help maintain a natural comfortable temperature within your dwelling through every season with minimal assistance from heating and cooling.

All daytime living spaces including living, kitchen, dining, family, study areas and outdoor spaces / courtyards should maximise orientation to the north and face private open space areas in order to have access to daylight and solar access gain all year round.

#### 4.1.3. Building Envelopes

The building envelope plans forming part of these Development Guidelines are designed to facilitate development that minimises energy consumption for heating and cooling. Dwellings must be built within the building envelopes in order to maximise access to winter solar gain and natural cooling ventilation in summer. These plans will also ensure the position of your dwelling does not adversely affecting your neighbour's ability to achieve the same benefits. Refer to Appendix B for the Greentree Walk Building Envelope Plans.

#### 4.1.4. Windows / Glazing

Windows (and doors) provide the important benefits of access to light, heat, air and views. Maximising benefit depends on orientation, shading, size, quality, and the area of glass relative to both the floor area and solid wall area. Walls that do not have exposure to winter sun should have less glazing.

The use of double glazing (particularly for windows to living areas and bedrooms) or comfort glass or a similar product that achieves a higher level of thermal performance than standard glass is recommended.

High thermal performance window (and door) framing options include the following:

- Timber or uPVC.
- Aluminium, thermally improved (thermal break).

#### 4.1.5. Shading

Internal comfort during warmer months requires that windows facing north, east and west are effectively shaded.

Consider appropriate design techniques to avoid heat gain whilst maintaining your views. Techniques include eaves, verandahs, balconies, window shades, double glazing windows, blinds and vegetation around the home.

All dwellings must incorporate eaves with a minimum width of 600mm to the north, west and east sides of the home are most effective and recommended.

#### 4.1.6. Ventilation, Sealing and Zoning

Zoning of living areas by incorporating doors between internal 'zones' to separate living, sleeping and utility areas provides improved efficiency of heating and cooling systems is recommended.

The home design should encourage a layout and external openings that promotes cross-ventilation and provides low and high level openings for cross-ventilation. In summary, cooler air enters through the low openings and pushes the warmer air out through the higher openings.

Installing windows and doors with high quality fully sealing devices will also improve thermal performance and general comfort.

#### 4.1.7. Insulation

Use insulation in walls of R2.0 and minimum in ceilings R3.5 will help improve thermal performance. This is a very cost effective option to make your home more comfortable and energy efficient and is recommended. Types of wall insulation available include rockwool, glasswool, sheeps wool, cellulose fibre, reflective foil sheets, insulation and aircell.

Insulated roofs fitted with reflective foils and with bulk or proven similarly acting insulation products will reduce the impact of high levels of solar radiation and other heat gain and loss.

## 4.2. Water Conservation

#### 4.2.1 Drinking and Recycled Water

All homes in Greentree Walk will be connected to a dual reticulation water system which provides a mains water drinking water and a non-potable reclaimed, recycled &/or reuse water connection (as part of the City of Salisbury's reWater scheme) at the front boundary of the allotment. The drinking water connection will have a standard brass coloured meter and will provide water from the SA Water mains. The recycled water connection and meter will be coloured lilac (purple) and will provide treated stormwater for use in the home and garden.

Recycled water must be supplied to all toilets and all garden taps within each allotment. Each owner will be required to enter into a Land Management Agreement and Water Supply Agreement relating to the supply of reWater by the Council as part of their land contract.

#### 4.2.2 Rainwater Tanks

Rainwater tanks will not need to be installed provided connection and use of recycled water is adopted.

#### 4.2.3 Fixtures and Appliances

- The use of water efficient fixtures and appliances can save considerable quantities of water. It is encouraged that each dwelling considers the use of 4 star toilets, 3 star showerheads, and 4 star dishwashers where possible. For star ratings indicating water efficiency please refer to the Water Efficiency Labelling and Standards (WELS) rating scheme.

### 4.3. Landscape

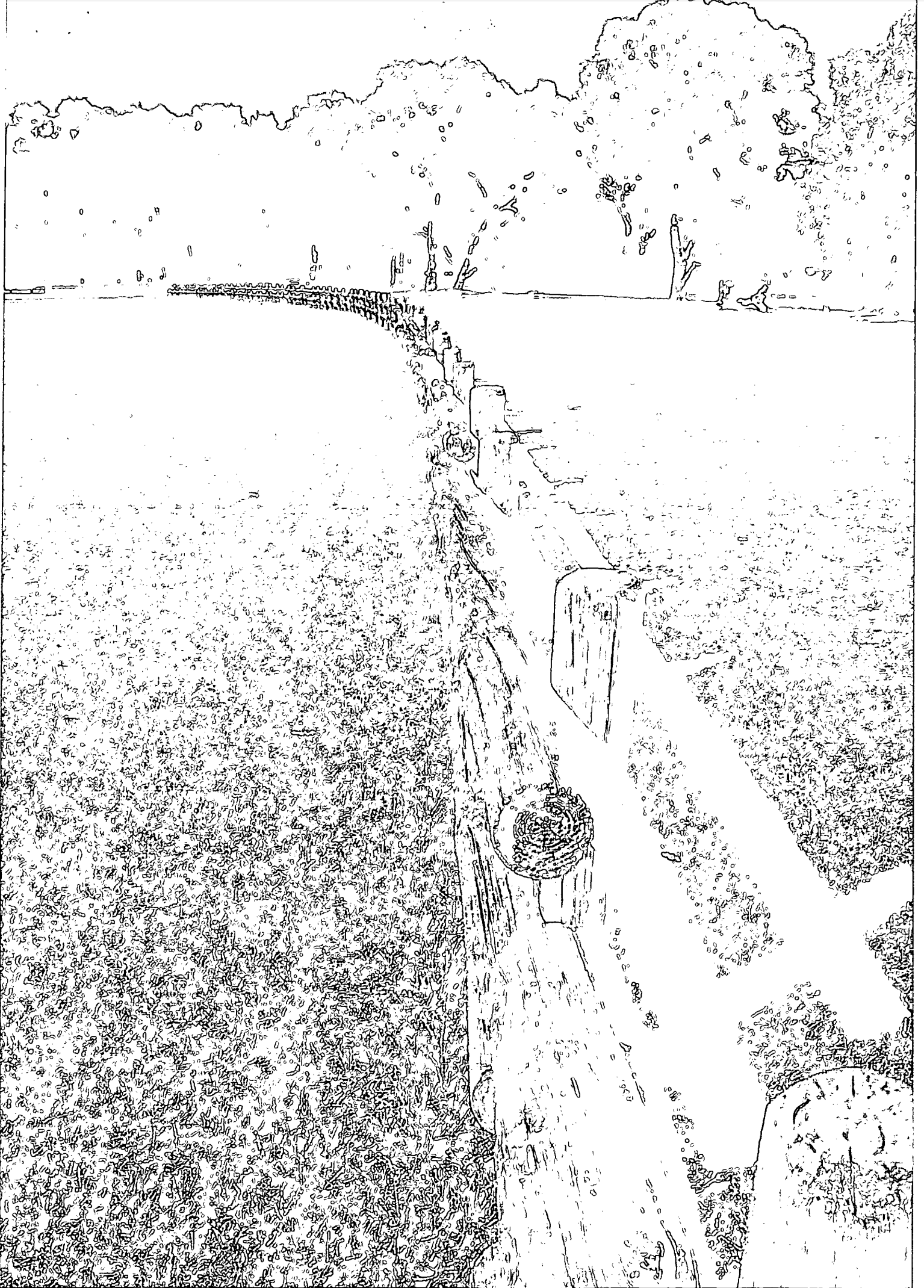
Greentree Walk provides a focus on the natural environment. This emphasis includes the Little Para River precinct, the public open space areas and streetscape landscapes in the development, and extends to landscaping of each housing allotment.

The landscape design of each allotment needs to complement the landscape character of the development and wider Little Para River precinct rather than impose a new exotic landscape that does not respect or compliment these spaces.

All allotments must be landscaped in accordance with the 'Greentree Walk Landscape Plant and Materials Palette' provided in Appendix C as part of these Development Guidelines within 6 months of completion of the dwelling house on the land.

### 4.4. Renewable Energy

All Greentree Walk homes must incorporate photo-voltaic (PV) solar cells with production of a minimum of 1.5 Kw or more.



## 5. Building on your Site

### 5.1. Promotion of clean site initiatives

**Solid Wastes** - All building materials and wastes associated with on-site construction must be contained and stored within the subject area until proper disposal procedures can be utilised. Light wastes (plaster and cement bags, plastics, wrappings etc) should be disposed of in covered waste bins on-site.

**Dust Emissions** – The emissions of dust should be minimised as it is a major pollutant to stormwater and a significant nuisance to neighbouring residents.

Steps that can be taken to lessen the spread of dust include:

- Regularly coating roadways, entrances and main traffic areas with dust suppressants. Watering regularly can also minimise dust.
- Large construction sites must have a water supply and applicator on-site to ensure dust suppression
- When dust emissions present are deemed hazardous in nature, provisions must be taken to ensure the dust is contained, collected and disposed of aptly to prevent release into the air or stormwater.

### 5.2. Disposal of excavated material

- Spoil that has been excavated during construction of footings or landscaping must not be placed or stored on adjoining properties unless written approval has been given by the property owner
- Spoil must be removed immediately if possible
- The spoil collected and stockpiled must be covered or watered to prevent dust from spreading into adjoining allotments
- Spoil must not be stockpiled on Council road reserves (eg footpaths)
- Spoil must not be stockpiled on the subject allotment or another site where permission by the owner has not been granted
- Spoil that is stockpiled on vacant land must be scraped clean to its original state with all traces of spoil removed once completion of the property has been achieved
- Failure to remove spoil upon the completion of the property, Council will arrange for removal and charge the property owner for removal of the spoil.

### 5.3. Damage to Footpaths, Driveways Crossovers and Streetscape Planting

- It is the owner's responsibility to rectify any public footpaths, driveway crossovers and streetscape planting if damaged during the construction of the dwelling

# Appendices

# Appendix A

## Development Guidelines Submission Form



# Pre-Development Approval Process (Guidelines Submission) Form

Lot No: .....

Street: .....

Suburb: .....

Builder

Name: .....

Post Address: .....

Phone: ..... Fax: ..... Email: .....

Owner

Name: .....

Post Address: .....

Phone: .....

Information Supplied with the Submission Form (Please circle)

Site and Drainage Plan Y/N

Floor Plans Y/N

Elevations Y/N

Colour & Materials Schedule Y/N

Landscape Plan Y/N

Energy Rating Assessment Compliance Y/N

Dedclaration: All information supplied is correct. Any missing information will delay the processing of this application. I acknowledge I have read the Greentree Walk Development Guidelines and viewed the Building Envelope Plan relevant to this allotment and adjacent allotments, and declare that the plans hereby lodged have been produced in accordance with the Development Guidelines and Envelope Plan. I acknowledge that the driveway invert location and service connections are already allocated and any cost incurred to change these services will not be covered by the City of Salisbury, but by either the owner or builder. We also acknowledge that a fee of \$150 plus GST is required to be paid to the City of Salisbury to administer the encumbrance process, and will pay this at lodgement of this submission.

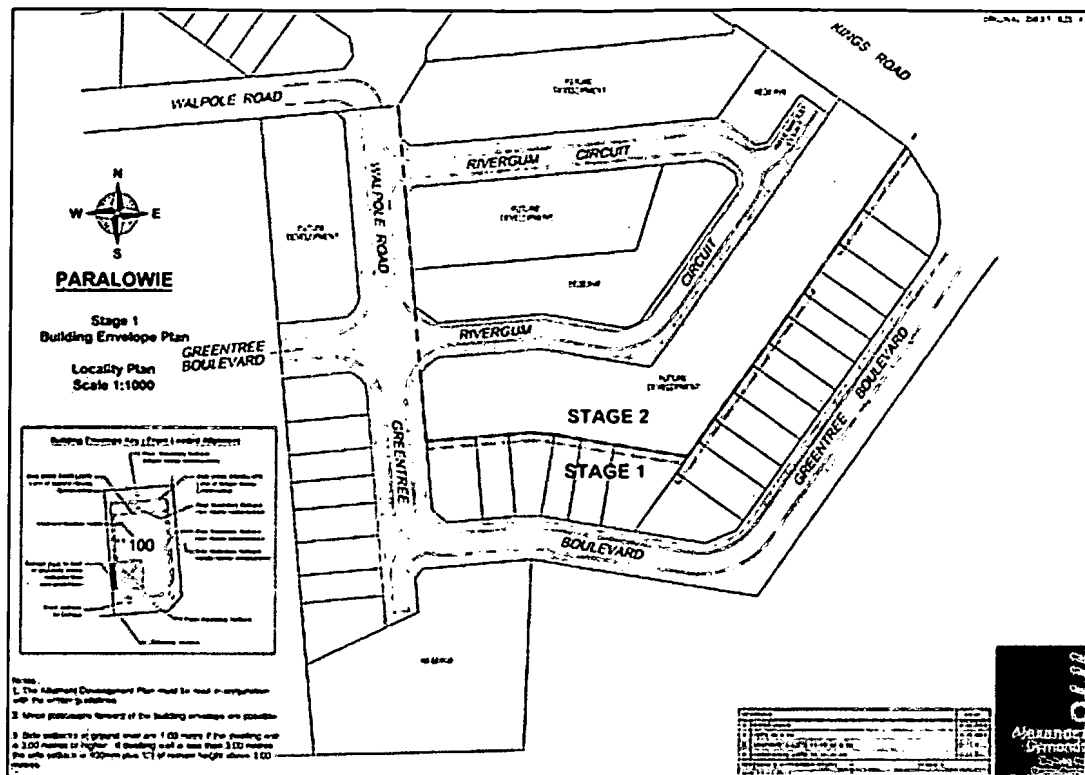
Owner: ..... Date: .....

Builder : ..... Date: .....

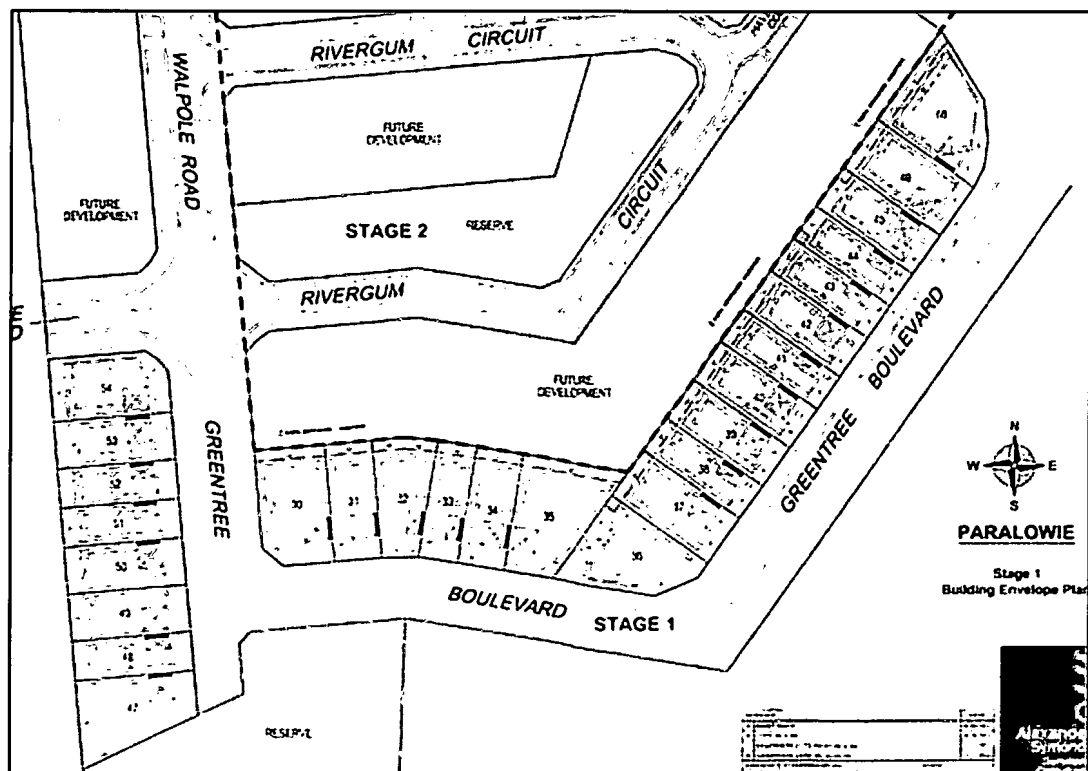
# Appendix B

## Building Envelope Plan

## Building Envelope Plan



## Stage One Enlargement



# Appendix C

## Landscape Plant and Material Palette

### Garden Planting Selections

Australian native plants are more tolerant to the environmental conditions experienced throughout their life. These conditions can include periods of intermittent rainfall, drought, high summer temperatures, dry winter periods and heavy soils with low fertility. For much of the year, plants must survive drought conditions, interrupted by brief periods of rainfall.

Emphasis is placed on sustainable plantings and the use of indigenous or endemic plant species.

Greentree Walk covers an area containing a mixture of alluvial and Red-Brown (RB6 & RB7) soils which are considered to be well drained and fertile. If desired use exotics for feature plants and natives for the main body of planting, by doing so your garden will be more sustainable and require less maintenance.

The below lists contain Australian native with some exotic species which have proven themselves across the council district as reliable species, once established, requiring minimal maintenance and sustainable outcomes for all.

### Lawn Alternatives

Native grasses and low groundcovers can be used for lawns in place of traditional turf. There are several advantages for this in that once established the maintenance of native lawns is much less than for most exotic type lawns. Some native lawns may only need mowing three to four times per year. Little fertiliser is required and water use is reduced.



### Australian native grass lawns/ Lawn Alternatives

<i>Aristida behriana</i>	Brush wire-grass
<i>Austrostipa</i> spp.	Spear-grasses
<i>Bothriochloa macra</i>	Red-leg grass
<i>Chloris truncata</i>	Windmill-grass
<i>Danthonia</i> sp.	Wallaby Grasses
<i>Dichanthium sericeum</i>	Silky Blue-grass
<i>Distichlis distichophylla</i>	Emu-grass
<i>Enneapogon nigricans</i>	Bottle-washers
<i>Microlaena stipoides</i>	Weeping rice-grass
<i>Neurachne alopecuroidea</i>	Foxtail mulga-grass

### Native low groundcovers/ Lawn Alternatives

<i>Atriplex semibaccata</i>	Berry Saltbush
<i>Carpobrotus rossii</i>	Native Pigface
<i>Dichondra repens</i>	Kidney Weed
<i>Enchylaena tomentosa</i>	Ruby Saltbush
<i>Eremophila biserrata</i>	Prostrate eremophila
<i>Eremophila subteretifolia</i>	Prostrate eremophila
<i>Grevillea obtusifolia</i>	Spreading grevillea
<i>Grevillea obtusifolia</i>	Spreading grevillea
<i>Kennedia prostrata</i>	Scarlet Runner
<i>Kunzea pomifera</i>	Muntries
<i>Myoporum parvifolium</i>	Creeping Boobialla

### Groundcovers/ Low shrubs

<i>Craspedia glauca</i>	Billy-Buttons
<i>Einadia nutans</i>	Climbing Saltbush
<i>Eremophila glabra</i>	Silver spread
<i>Grevillea lavandulacea</i>	Lavender Grevillea
<i>Grevillea obtusifolia</i>	Spreading grevillea
<i>Hibbertia prostrata</i>	Bundles Guinea flower
<i>Lotus maculatus</i>	Parrot's Beak
<i>Myoporum parvifolium</i>	Creeping Boobialla
<i>Scaevola albida</i>	White fanflower
<i>Scaevola albida</i> var. <i>albida</i>	Pale fanflower

**Grasses/ Tussocks**

<i>Anigozanthos flavidus</i>	Kangaroo Paw
<i>Cymbopogon ambiguous</i>	Lemon scented grass
<i>Dianella caerulea</i>	Breeze
<i>Dianella prunina</i>	'Utopia'
<i>Dianella revoluta</i>	Little Rev
<i>Dianella revoluta</i>	'Tas Red'
<i>Dichanthium sericeum</i>	Silky Blue-grass
<i>Dietes grandiflora</i>	Wild Iris
<i>Distichlis distichophylla</i>	Emu-grass
<i>Ficinia nodosa</i>	Knobby Club-rush
<i>Liriope muscari variegata</i>	Evergreen Giant
<i>Lomandra filiformis</i>	Savanna Blue
<i>Lomandra longifolia</i>	'Katrinus' Stiff matt rush
<i>Lomandra longifolia</i>	'Tanika' Spiny matt rush
<i>Phormium tenax</i>	NZ Flax
<i>Poa labillardieri</i>	'Eskdale' Common Tussock Grass
<i>Stipa variabilis</i>	Variable Spear-grass
<i>Themeda triandra</i>	Kangaroo Grass

**Shrubs**

Australian native trees	
<i>Acacia pendula</i>	Weeping Myall
<i>Banksia integrifolia</i>	Coast Banksia
<i>Brachychiton discolor</i>	Lacebark Tree
<i>Banksia marginate</i>	Silver Banksia
<i>Brachychiton populneus</i>	Kurrajong Bottle Tree
<i>Buckinghamia celsissima</i>	Ivory Curl Tree
<i>Callistemon 'Harkness'</i>	Weeping Bottlebrush
<i>Callistemon citrinus</i>	Yellow Bottlebrush
<i>Callistemon salignus</i>	Willow Bottlebrush
<i>Callistemon viminalis</i>	Tall Weeping Bottlebrush
<i>Callitris priessii</i>	Southern Cypress pine
<i>Cupaniopsis anacardioides</i>	Tuckeroo
<i>Eucalyptus Campaspe</i>	Silver-topped Gimlet
<i>Eucalyptus cinerea</i>	Argyle Apple
<i>Eucalyptus cosmophylla</i>	Cup Gum
<i>Eucalyptus diversifolia</i>	Soap Mallee
<i>Eucalyptus forrestiana</i>	Fuchsia Gum

<i>Eucalyptus leucoxylon</i> 'Euky Dwarf'	Dwarf SA Blue Gum
<i>Eucalyptus leucoxylon</i> ssp. <i>megalocarpa</i>	Large Fruited SA Blue Gum
<i>Eucalyptus platypus</i>	Round-leaved Moort
<i>Geijera parviflora</i>	Australian Wilga
<i>Harpullia pendula</i>	Australian Tulipwood
<i>Hymenosporum flavum</i>	Native Frangipani
<i>Lophostemon confertus</i>	Queensland Brushbox
<i>Melaleuca ericifolia</i>	Swamp Paperbark
<i>Melaleuca lanceolata</i>	Dryland Tea-Tree
<i>Pittosporum phillyraeoides</i>	Native Apricot
<i>Syzygium paniculatum</i>	Lilly Pilly
<i>Tristaniaopsis laurina</i>	Water Gum
<i>Waterhousia floribunda</i>	Weeping Lilly Pilly

## Exotic trees

<i>Acer buergerianum</i>	Trident Maple
<i>Acer freemanii</i> 'Jeffers Red'	Autumn Blaze Maple
<i>Arbutus canariensis</i>	Canary Islands Madrone
<i>Arbutus andrachne</i>	Crecian Strawberry Tree
<i>Arbutus unedo</i>	Irish Strawberry Tree
<i>Calodendrum capense</i>	Cape Chestnut
<i>Cassia brewsteri</i>	Leichhardt Bean
<i>Fraxinus angustifolia</i> 'Raywoodii'	Claret Ash
<i>Jacaranda mimosifolia</i>	Jacaranda
<i>Melia azedarach</i> 'Elite'	Low Fruiting White Cedar
<i>Pistacia chinensis</i>	Chinese Pistachio
<i>Prunus cerasifera</i> 'Nigra'	Ornamental Plum
<i>Prunus cerasifera</i>	Oakville Crimson Spire
<i>Pyrus calleryana</i>	'Chanticleer' Callery Pear
<i>Pyrus calleryana</i>	'Red Spire'
<i>Sapium sebiferum</i>	Chinese Tallow Tree
<i>Schotia brachypetala</i>	Parrot Tree
<i>Ulmus parvifolia</i>	Chinese Elm
<i>Zelkova serrata</i>	'Green Vase' Japanese Elm

These plants can be sourced via City of Salisbury Nursery contact 8250 0477  
or Provenance Indigenous Plants, 27 Circuit Drive Hendon, PH: 8345 0300  
SA Indigenous Flora, 25 Addison Ave Athelstone, PH: 8336 1235  
State Flora Nursery, Belair National Park, PH: 8278 7777  
Themeda Indigenous Plant Growers, PH: 8271 1813

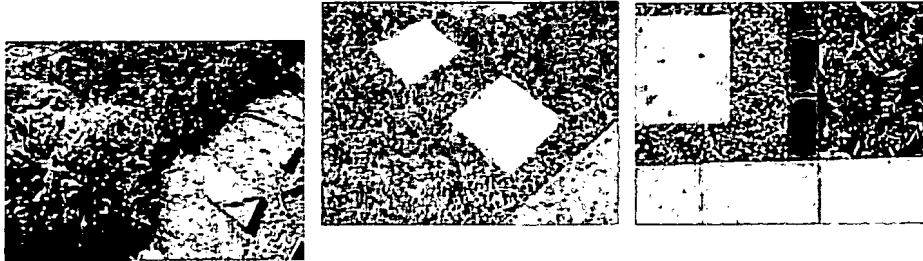


## Materials Selections

Materials reflective of the pioneering homesteads of the area, contemporary adaptations through recycled products for use in gardens are symbiotic with the bio-diverse nature of Greentree Walk.

### Mulches, Gravels & Aggregates

- Leaf mulch
- Recycled timber garden mulch
- Forest mulch
- 7-14mm River Pebble
- 7- 20mm Recycled Rubble
- 7-14mm Marble Chip (Earthy colours not light glare inducing tones ie White)
- 7-14mm Scoria
- PM2/20 Rubble



### Driveways and Paving

- Unit Pavers – concrete or clay (Earthy or Charcoal/ Grey colours)
- Exposed Aggregate Concrete
- Portland Grey Concrete -vary finishes for character



### Stone and Blockwork - for walls or feature elements in the garden

- Precast concrete (Earthy colours)
- Sandstone or Bluestone
- Types can include random or sawn waller's, select stone, gabion, book-leaf, veneer, flagstone and large mass
- Facing types can include bolstered, hewn and loose quarry rock



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# Annexure L



EPA



# Annexure L



**Environment Protection Authority**  
 GPO Box 2607 Adelaide SA 5001  
 211 Victoria Square Adelaide SA 5000  
 T (08) 8204 2004  
 Country areas 1800 623 445

Receipt No : 0002686109  
 Admin No : 64628 (93296)

Eckermann Forms  
 PO BOX 7340 Hutt Street  
 ADELAIDE SA 5000

Contact: Section 7  
 Telephone: (08) 8204 2026  
 Email: epasection7@sa.gov.au

Contact: Public Register  
 Telephone: (08) 8204 9128  
 Email: epa.publicregister@sa.gov.au

07 July, 2025

### **EPA STATEMENT TO FORM 1 - CONTRACTS FOR SALE OF LAND OR BUSINESS**

The EPA provides this statement to assist the vendor meet its obligations under section 7(1)(b) of the *Land and Business (Sale and Conveyancing) Act 1994*. A response to the questions prescribed in Schedule 1-Contracts for sale of land or business-forms (Divisions 1 and 2) of the *Land and Business (Sale and Conveyancing) Act 1994* is provided in relation to the land.

I refer to your enquiry concerning the parcel of land comprised in

Title Reference CT Volume 6148 Folio 225  
 Address Allotment 2 (DP 94185), 55 Rivergum Circuit, PARALOWIE SA 5108

#### **Schedule – Division 1 – *Land and Business (Sale and Conveyancing) Regulations 2010***

#### **PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND**

##### **8. *Environment Protection Act 1993***

Does the EPA hold any of the following details relating to the *Environment Protection Act 1993*:

8.1	Section 59 - Environment performance agreement that is registered in relation to the land.	NO
8.2	Section 93 - Environment protection order that is registered in relation to the land.	NO
8.3	Section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land.	NO
8.4	Section 99 - Clean-up order that is registered in relation to the land.	NO
8.5	Section 100 - Clean-up authorisation that is registered in relation to the land.	NO
8.6	Section 103H - Site contamination assessment order that is registered in relation to the land.	NO
8.7	Section 103J - Site remediation order that is registered in relation to the land.	NO

8.8	Section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination).	NO
8.9	Section 103P - Notation of site contamination audit report in relation to the land.	NO
8.10	Section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land.	NO

## **Schedule – Division 2 – *Land and Business (Sale and Conveyancing) Regulations 2010***

### **PARTICULARS RELATING TO ENVIRONMENT PROTECTION**

#### ***3-Licences and exemptions recorded by EPA in public register***

Does the EPA hold any of the following details in the public register:

a)	details of a current licence issued under Part 6 of the <i>Environment Protection Act 1993</i> to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?	NO
b)	details of a licence no longer in force issued under Part 6 of the <i>Environment Protection Act 1993</i> to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?	NO
c)	details of a current exemption issued under Part 6 of the <i>Environment Protection Act 1993</i> from the application of a specified provision of that Act in relation to an activity carried on at the land?	NO
d)	details of an exemption no longer in force issued under Part 6 of the <i>Environment Protection Act 1993</i> from the application of a specified provision of that Act in relation to an activity carried on at the land?	NO
e)	details of a licence issued under the repealed <i>South Australian Waste Management Commission Act 1979</i> to operate a waste depot at the land?	NO
f)	details of a licence issued under the repealed <i>Waste Management Act 1987</i> to operate a waste depot at the land?	NO
g)	details of a licence issued under the repealed <i>South Australian Waste Management Commission Act 1979</i> to produce waste of a prescribed kind (within the meaning of that Act) at the land?	NO
h)	details of a licence issued under the repealed <i>Waste Management Act 1987</i> to produce prescribed waste (within the meaning of that Act) at the land?	NO

#### ***4-Pollution and site contamination on the land - details recorded by the EPA in public register***

Does the EPA hold any of the following details in the public register in relation to the land or part of the land:

a)	details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the <i>Environment Protection Act 1993</i> )?	NO
----	--	----

- |    |  |            |
|----|--|------------|
| b) | details of site contamination notified to the EPA under section 83A of the <i>Environment Protection Act 1993</i> ?  | <b>YES</b> |
| c) | a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?                          | <b>YES</b> |
| d) | a copy of a site contamination audit report?   | <b>YES</b> |
| e) | details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the <i>Environment Protection Act 1993</i> applies?   | NO         |
| f) | details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the <i>Environment Protection Act 1993</i> ?  | NO         |
| g) | details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the <i>Environment Protection Act 1993</i> ?   | NO         |
| h) | details of a notification under section 103Z(1) of the <i>Environment Protection Act 1993</i> relating to the commencement of a site contamination audit?  | <b>YES</b> |
| i) | details of a notification under section 103Z(2) of the <i>Environment Protection Act 1993</i> relating to the termination before completion of a site contamination audit?   | <b>YES</b> |
| j) | details of records, held by the former <i>South Australian Waste Management Commission</i> under the repealed <i>Waste Management Act 1987</i> , of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995? | NO         |

**5-Pollution and site contamination on the land - other details held by EPA**

Does the EPA hold any of the following details in relation to the land or part of the land:

- |    |  |            |
|----|--|------------|
| a) | a copy of a report known as a "Health Commission Report" prepared by or on behalf of the <i>South Australian Health Commission</i> (under the repealed <i>South Australian Health Commission Act 1976</i> )?   | NO         |
| b) | details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the <i>Environment Protection Act 1993</i> ? | NO         |
| c) | details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the <i>Environment Protection Act 1993</i> ?              | NO         |
| d) | a copy of a pre-1 July 2009 site audit report?   | NO         |
| e) | details relating to the termination before completion of a pre-1 July 2009 site audit?   | <b>YES</b> |

Records identified in this EPA Statement to Form 1: **SC12047; SC60138; SC60263; SC60620; SC61064; SC60725-01; SC60859-01**

**The above records have been identified with a YES response in this EPA Statement to Form 1 and can be obtained by contacting the Public Register on (08) 8204 9128 or email [epa.publicregister@sa.gov.au](mailto:epa.publicregister@sa.gov.au)**

All care and diligence has been taken to access the above information from available records. Historical records provided to the EPA concerning matters arising prior to 1 May 1995 are limited and may not be accurate or complete.