

PREFIX

AH

6456268



REGISTRAR-GENERAL'S OFFICE SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

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

(SIGNED)

Solicitor/Licensed Land Broker

NEIL J.F. PERKINS

SERIES NO.

TO BE COMPLETED BY AGENT

14 DEC 1987	TIME	11:15
FEE'S		\$
R.G.O.		NCP
POSTAGE		
ADVERTISING		
NEW C.T. TO ISSUE		

OFFICE NOTES:

CROWN INSTRUMENT NO FEES PAYABLE

BELOW THIS LINE FOR OFFICE USE ONLY

EXAMINATION

CORRECTION		PASSED
O.D.R. No.		EXAMINER TO INITIAL
REFERRED	RETURNED	[Signature]
		LOTS No.

BELOW THIS LINE FOR AGENT USE ONLY

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

Correction to CSOL

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

- 1. CL 1366/25
 - 2. 1276/27
 - 3. 1276/33
 - 4.
 - 5.
- Received items No. [Signature] Assessor

REGISTERED ON 8.2.1988 AT 11:00 AM/PM BY ENTRY OF A MEMORIAL OF THIS INSTRUMENT IN THE REGISTER BOOK. VOL. 5 FOLIOS

R. Falke pro



PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

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

ITEM(S) DELIVERED—POSTED

IN ACCORDANCE WITH DELIVERY INSTRUCTIONS

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

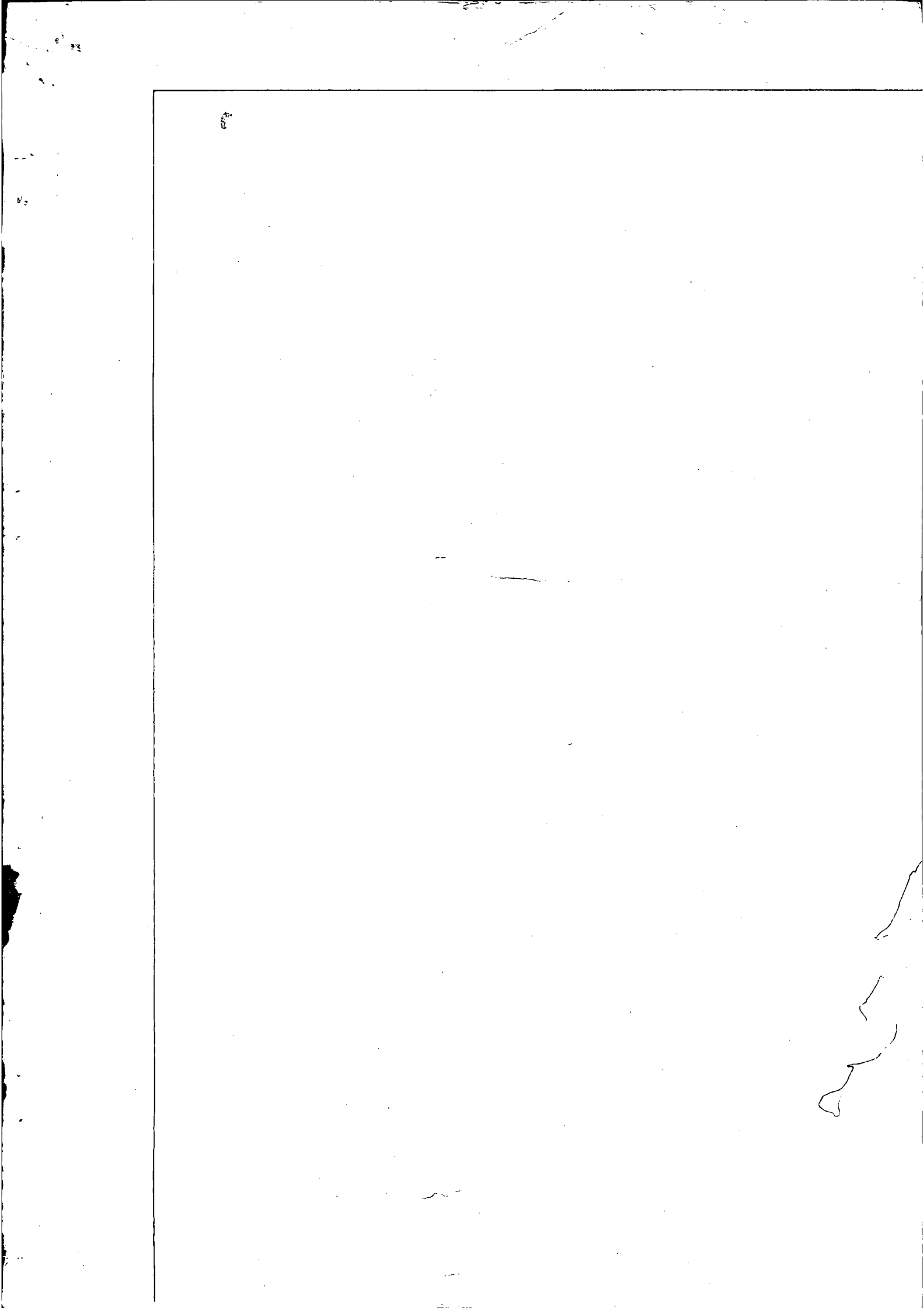
ITEM	AGENT/RGO BOX No.	DELIVERY DATE	*POSTAGE DATE	INITIALS	ITEM: CT/CL REF.	AGENT'S NAME	AGENT/RGO BOX NO.	POSTAL ADDRESS*
1					CL 1366/25	NATB		
2					1276/27	NATB		
3					1276/33			
4								
5								

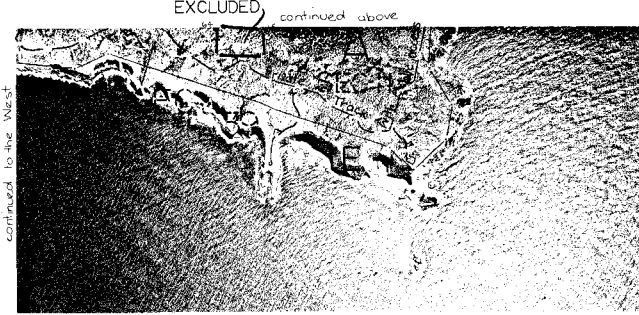
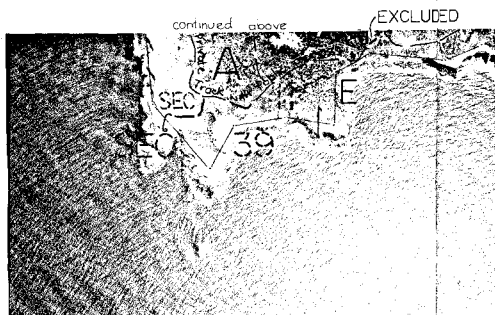
*FILL OUT POSTAGE DATE ONLY IF ITEMS ARE RETURNED BY CERTIFIED MAIL

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

AGENT'S INITIALS

NP





28 JUN 1987

Department of Environment and Planning		
Index No 2137	PLAN FOR HERITAGE AGREEMENT	Office Waters
Scale 1:25000		Checked G. Harris
Completed 28/7/87		Manager A. Merchant

GP 463/1987

HUNDRED OF SLEAFORD
SECTIONS 11,24,25,39

Registered Lessee Robert Charles Theakstone

Crown Lease/s Vol : 1276 Fol : 27 & 33
Vol : 1366 Fol : 25
Vol : 1609 Fol : 39

Scale 1: 25000

The delineation of the heritage area shown hereon was determined by the use of Department of Lands aerial photo Svy 3370 Nos. 115, 116 & 117

I certify that

- The areas marked A,B,C,D+E on this plan are contained within sections 11, 24, 25, 39
- The boundaries of the areas marked A,B,C,D+E can be redefined by survey

[Signature]
SURVEYOR GENERAL

Areas marked A,B,C,D + E are for Heritage Agreement Purposes



SCHEDULE OF COORDINATES		
Mark No	AMG coordinates	Nature (Description) of mark
1	557464.2E 613625.1N	peg for line only to Wstr. bdy Sec. 11
2	557756.2E 613942.7N	prick
3	558143.0E 613940.8N	prick
4	558201.8E 613944.95N	prick
5	558399.2E 613942.8N	prick for line only to Nthm. bdy Sec. 11
6	558662.7E 6139239.96N	prick
10	559397.8E 613871.5N	prick
11	558339.2E 6138690.3N	prick
12	557987.6E 6139071.5N	prick
13	557785.6E 6138998.9N	prick
14	558000.2E 6138249.8N	prick
15	557630.1E 6137967.6N	prick
16	559270.5E 6137052.3N	prick
17	560125.9E 6136868.3N	prick
18	560133.6E 6136954.2N	prick
19	559952.7E 6137138.7N	prick
20	560573.2E 6137255.3N	prick
21	560706.5E 6137236.7N	prick
22	560607.2E 6138145.5N	prick
23	560785.7E 6138173.4N	prick
24	560875.4E 6138164.5N	prick
25	560969.8E 6138152.7N	prick
26	561141.6E 6138177.9N	prick for line only to Estm. bdy Sec. 24
27	561230.6E 6138246.9N	prick for line only to Estm. bdy Sec. 24
28	560916.9E 6138283.5N	prick
29	560881.7E 6138194.5N	prick
30	560789.7E 6138217.9N	prick
31	560564.9E 6138380.7N	prick
32	559788.6E 6138406.5N	prick
33	559446.9E 6138609.2N	prick
35	559643.7E 6138731.6N	prick
38	560714.5E 6138522.2N	prick
39	560724.9E 6139534.5N	prick
40	561107.5E 6139917.4N	peg for line only to Estm. bdy Sec. 24
41	561151.4E 6138687.4N	peg for line only to Wstr. bdy Sec. 25
42	561244.7E 6138681.4N	prick
43	561542.8E 6138432.6N	prick
44	561617.4E 6138122.9N	prick
45	562456.4E 6137786.5N	prick
45	562709.2E 6137497.1N	prick
47	563253.8E 6137211.5N	prick
48	563408.9E 6137006.3N	peg for line only to Estm. bdy Sec. 25
49	562593.2E 6135021.4N	peg for line only to Estm. bdy Sec. 11
50	562412.9E 6135050.8N	prick
51	562492.5E 6135102.6N	prick
52	561891.4E 6135174.6N	peg for line only to Sthm. bdy Sec. 19
53	561324.5E 6135253.6N	prick
54	561311.7E 6135173.0N	prick
55	561108.1E 6135200.9N	prick
56	560876.7E 6135337.9N	prick
57	560945.6E 6135448.3N	prick
58	561168.7E 6135375.6N	prick

SCHEDULE OF COORDINATES continued.

Mark No	AMG coordinates	Nature (Description) of mark
59	561177.1E 6135298.8N	prick
60	559728.7E 6135465.9N	prick
61	558442.0E 6135407.8N	prick
62	558642.0E 6135428.7N	prick
63	559660.3E 6135464.3N	prick
64	560543.6E 6133986.3N	prick
65	560960.8E 6133931.9N	prick
66	560959.2E 6133691.3N	prick
67	560544.8E 6133713.1N	prick
68	560566.9E 6133962.7N	prick
69	558597.6E 6133882.4N	prick
70	558508.3E 6133817.3N	prick
71	558478.6E 6133960.7N	prick
72	558571.5E 6134978.6N	prick
73	558506.4E 6134916.6N	prick
74	558343.7E 6135083.9N	prick
75	558493.6E 6135193.3N	prick
76	557427.6E 6135669.7N	prick
77	557435.1E 6135611.6N	prick
78	557291.9E 6135588.5N	prick
79	557255.1E 6135695.7N	prick
80	556756.1E 6135550.5N	prick
81	556747.9E 6135466.7N	prick
82	556674.0E 6135471.5N	prick
83	556689.3E 6135448.8N	prick

[Signature]
28-8-87

SIGNED by the Owner)

ROBERT CHARLES THEAKSTONE)

Robert Charles Theakstone
.....

in the presence of:)

..... *C. D. M.*

(Witness)

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

DATED this

16

day of

OCTOBER

1987.

D. Hopgood
.....

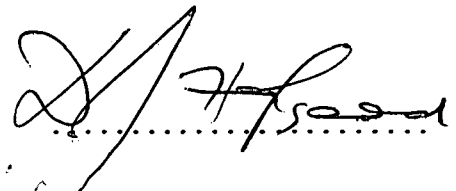
- 13. This agreement may not be varied except in writing signed by the parties.
- 14. An act or omission based on a genuine mistake as to the boundaries of the subject land shall not constitute a breach of this agreement.
- 15. This agreement remains in force until terminated by the parties.
- 16. Notice shall, for the purpose of this agreement, be properly served on the Owner if it is -

(1) posted to the Owner at the Owner's last address known to the Minister;

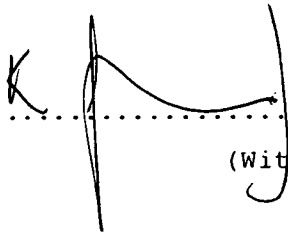
or

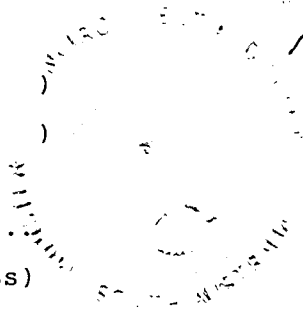
(2) fixed in a prominent position on the subject land.

SIGNED and SEALED by the)
 MINISTER FOR ENVIRONMENT)
 AND PLANNING)



in the presence of:


 (Witness)



9. (1) The Minister may, at any time and at the Minister's expense
- (a) construct or replace fences on the boundaries, or through any part of, the subject land,
 - or
 - (b) perform on those fences major repair work required as the result of damage by fire;
- (2) The Owner shall, at the Owner's expense and to the satisfaction of the Minister, perform all other necessary maintenance and repair work on all fences (whether constructed by the Minister or not) on the boundaries or on any other part of the subject land.
10. The Minister and any employee or agent of the Minister authorized by the Minister may, at any reasonable time -
- (1) enter the subject land for the purpose of -
 - (a) constructing any fence on the land;
 - (b) inspecting the land or any fence on the land;
 - (c) exercising any other powers of the Minister under this agreement;
 - (2) obtain access to the subject land across land of the Owner for the purposes referred to in sub-clause (1) hereof.
11. If the Owner is in breach of this agreement the Minister may, by notice in writing served on the Owner, require the Owner to remedy the breach and if the Owner fails to do so, the aggregate value of the rates and taxes from the payment of which the Owner (and every predecessor in title of the Owner) has been relieved by virtue of this agreement must be paid by the Owner to the appropriate rating or taxing authority.
12. The Minister may delegate any of the Minister's powers under this agreement to any person.

7. The Owner shall give written notice to the Minister of -

- (1) (a) any damage to, or destruction of, native vegetation or native fauna on the subject land or the removal of any native vegetation or native fauna from the subject land;
 - (b) any activity on the subject land that is likely, in the Owner's opinion, to result in damage, destruction or removal referred to in paragraph (1) of this sub-clause;
- (2) any change in ownership of the subject land,

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

8. (1) Subject to this clause, the Owner is released from the payment of

- (a) rates and taxes (other than council rates) in respect of the subject land during the term of this agreement;
 - (b) council rates in respect of the subject land in the second rating year next following the commencement of this Agreement and thereafter until the termination of the Agreement;
- (2) The Owner is not released from the payment of rates and taxes in relation to land that, in the opinion of the Minister after receiving advice from the Authority -
- (a) is used for primary production or for any other commercial purpose;
 - (b) comprises a dwelling and curtilage.

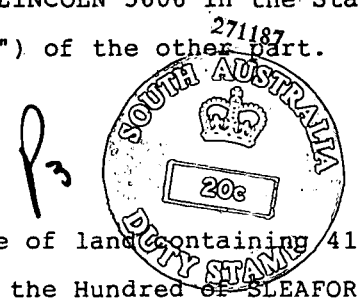
3. During the term of this agreement the subject land is dedicated to the conservation of native vegetation and native fauna on the land and subject to this agreement shall not be used in a manner inconsistent with that dedication.
4. The Owner shall not, without the written consent of the Minister, undertake or permit on the subject land -
 - (1) the clearance of native vegetation;
 - (2) the planting of vegetation, whether native or exotic;
 - (3) the construction of a building or other structure;
 - (4) the grazing of stock;
 - (5) any other activity that, in the opinion of the Minister, is likely to damage, injure or endanger the native vegetation or native fauna on the subject land.
5. Notwithstanding the provisions of clause 4 hereof the owner may, without the consent of the Minister:
 - (1) clear native vegetation on the subject land solely for the purpose of providing fencing material or domestic firewood for use (for a period not exceeding 2 years from the time of the cutting) by the owner where the nature and extent of the clearance is reasonable, and
 - (2) Clear native vegetation standing within a distance of 20 metres from the centre lines of the all-weather rubble roads shown on G.R.O. Plan 463/1987, where those roads are to be used for public access, and where the clearance is solely for the purposes of or incidental to maintaining or improving those roads.
6. The owner shall comply with the National Parks and Wildlife Act, 1972, the Native Vegetation Management Act, 1985, the Pest Plants Act, 1975, the Vertebrate Pests Act, 1975, and all other Acts and statutory instruments from time to time in force in relation to the subject land.

20

MEMORANDUM OF AGREEMENT made the 16 day of OCTOBER 1987

B E T W E E N : MINISTER FOR ENVIRONMENT AND PLANNING (hereinafter called "the Minister") of the one part and ROBERT CHARLES THEAKSTONE, Farmer and Grazier, of SLEAFORD BAY, Via PORT LINCOLN 5606 in the State of South Australia (hereinafter called "the Owner") of the other part.

RECITALS



A. The Owner is the proprietor of that piece of land containing 4199.8 hectares being Sections 11, 24 and 25 in the Hundred of SLEAFORD, County of FLINDERS and being the whole of the land comprised in Crown Lease Perpetual Nos. 12925A, 14565, 4337D Crown Lease Register Books Volume 1366 Folio 25, Volume 1276 Folio 33 and Volume 1276 Folio 27. ✓

B. The Owner has, pursuant to the Native Vegetation Management Act, 1985, required the Minister to enter into this agreement in respect of that portion of the land referred to in Recital A as is delineated as "A", "B", "C" AND "D" in GRO Plan GP 463/1987 a copy whereof is attached to this agreement.

NOW IT IS AGREED as follows:

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

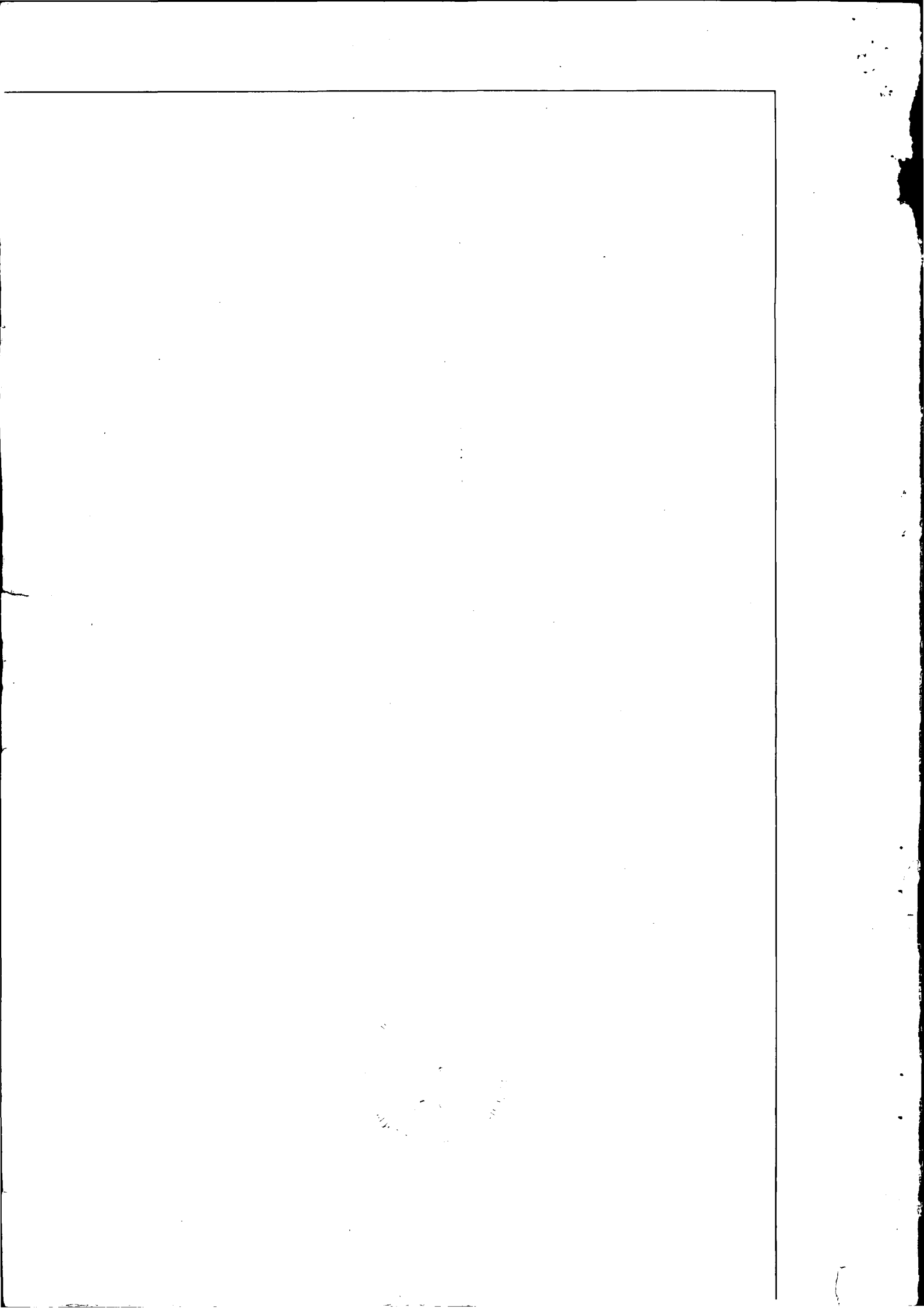
(1) "native fauna" means an animal or animals of a species indigenous to South Australia:

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

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

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

2. This agreement shall commence on the date hereof.



Insert type of document here..... APPLICATION TO REGISTER HERITAGE AGREEMENT

Endorsing Clerk
Ptn of land in
cv 1366/25, 1276/33 & 27
J

BLANK INSTRUMENT FORM
(see footnote)

MINISTER FOR ENVIRONMENT AND PLANNING of 55 Grenfell Street
Adelaide, 5000 in the State of South Australia HEREBY APPLIES
pursuant to Section 26a of the South Australian Heritage Act,
1978-1980 to register the fact that the Heritage Agreement
attached hereto made the 16 OCTOBER 1987 ✓
between ROBERT CHARLES THEAKSTONE Farmer and Grazier of SLEAFORD
Bay, via PORT LINCOLN 5606 in the State of South Australia, the
registered proprietor of an estate as Crown Lessee ("the Owner") and
the Minister for Environment and Planning ("the Minister") has come
into force in respect of that portion of the land comprised in Crown
Lease Perpetual Nos 12925A, 14565, 4337D Crown Lease Register Books
Volume 1366 Folio 25, Volume 1276 Folio 33 and Volume 1276 Folio 27,
more particularly defined as Areas "A" "B" "C" and "D" in G.R.O.
Plan G.P. 463/1987.

DATED 16 day of OCTOBER 1987.

SIGNED and Sealed by the)
MINISTER FOR ENVIRONMENT AND)
PLANNING in the presence of:)

[Handwritten signature]

[Handwritten signature]

