



APPLICATION ON NOTIFICATION – CROWN DEVELOPMENT

Type of development:	Section 131 – Crown Development
Development Number:	24014973
Applicant:	Department for Infrastructure and Transport under Section 131 of the <i>Planning, Development and Infrastructure Act 2016</i>)
Nature of Development:	A change of use to a spoil reuse facility, filling of land and construction of temporary buildings, facilities and infrastructure at Eastern Parade, Gillman
Subject Land:	208 Eastern Parade, Gillman (QP501 of D121878: CT 6239/959). Access to the site is proposed to be serviced by Eastern Parade and Hanson Road. Each access is to be capable of acting as the primary access for both ingress and egress. The Hanson Road access requires a proposed link through adjacent Lot 502.
Planning & Design Code Version:	2024.10 (6 June 2024).
Zone:	Strategic Employment Zone, Gillman Subzone
Contact Officer:	Gabrielle McMahon
Phone Number:	08 7133 2374
Consultation Start Date:	1 July 2024
Consultation Close Date:	29 July 2024
<p>During the notification period, the application documentation can be viewed on the SA Planning Portal: https://plan.sa.gov.au/en/state_developments.</p>	

Written representations must be received by the close date (indicated above) and can either be posted, hand-delivered, or emailed to the State Commission Assessment Panel (SCAP). A representation form is provided as part of this document.

Any representations received after the close date will not be considered.

Postal Address:

The Secretary
State Commission Assessment Panel
GPO Box 1815
ADELAIDE SA 5001

Street Address:

Planning and Land Use Services
Level 9, 83 Pirie Street
ADELAIDE SA 5001

****Please call 1800 752 664 (Plan SA Help desk) beforehand to confirm access and visitation arrangements.**

Email Address: spcreps@sa.gov.au

PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016
S131 – CROWN DEVELOPMENT

REPRESENTATION ON APPLICATION

Applicant: The Department for Infrastructure and Transport
Development Number: 24014973
Nature of Development: A change of use to a spoil reuse facility, filling of land and construction of temporary buildings, facilities and infrastructure at Eastern Parade, Gillman
Zone / Policy Area: Strategic Employment Zone and Gillman Subzone
Subject Land: 208 Eastern Parade, Gillman (QP501 of D121878: CT 6239/959).
Contact Officer: Gabrielle McMahon **Phone Number** 08 7133 2374
Close Date: 29 July 2024

My Name: _____ My phone number: _____

Primary method(s) of contact: _____ Email: _____
 Postal Address: _____ Postcode: _____

You may be contacted via your nominated PRIMARY METHOD(s) OF CONTACT if you indicate below that you wish to be heard by the State Commission Assessment Panel in support of your submission.

- My interests are:
(please tick one)
- owner of local property
 - occupier of local property
 - a representative of a company/other organisation affected by the proposal
 - a private citizen

The address of the property affected is: _____
 _____ Postcode _____

- My interests are:
(please tick one)
- I support the development
 - I support the development with some concerns
 - I oppose the development

The specific aspects of the application to which I make comment on are: _____

- I:**
- wish to be heard in support of my submission
 - do not wish to be heard in support of my submission
- (please tick one) (Please tick one)

- By:**
- appearing personally
 - being represented by the following person
- (please tick one) (Please tick one)

Signature: _____

Date: _____



PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

SECTION 131 - CROWN DEVELOPMENT

NOTICE OF APPLICATION FOR APPROVAL TO DEVELOPMENT

Notice is hereby given that an application has been made by the **Department for Infrastructure and Transport (DIT)** under Section 131 of the *Planning, Development and Infrastructure Act 2016* for approval for a change of use to a spoil reuse facility, filling of land and construction of temporary buildings, facilities and infrastructure at Eastern Parade, Gillman. **Development Number: 24014973.**

The development site is located at: 208 Eastern Parade, Gillman (QP501 of D121878: CT 6239/959). Access to the site is proposed to be serviced by Eastern Parade and Hanson Road. Each access is to be capable of acting as the primary access for both ingress and egress. The Hanson Road access requires a proposed link through adjacent Lot 502.

The subject land is located within the Strategic Employment Zone, Gillman Subzone of the Planning and Design Code, Version 2024.10 (6 June 2024).

A copy of the planning application is available for download from the SA Planning Portal at https://plan.sa.gov.au/en/state_developments and can also be viewed in person at Planning and Land Use Services, Department for Housing and Urban Development, Level 9, 83 Pirie Street, Adelaide. Please call 1800 752 664 (Plan SA Help desk) beforehand to confirm access and visitation arrangements.

Any person or body who desires to do so may make representations concerning the application by notice in writing delivered to the Secretary, State Commission Assessment Panel, GPO Box 1815, Adelaide SA 5001

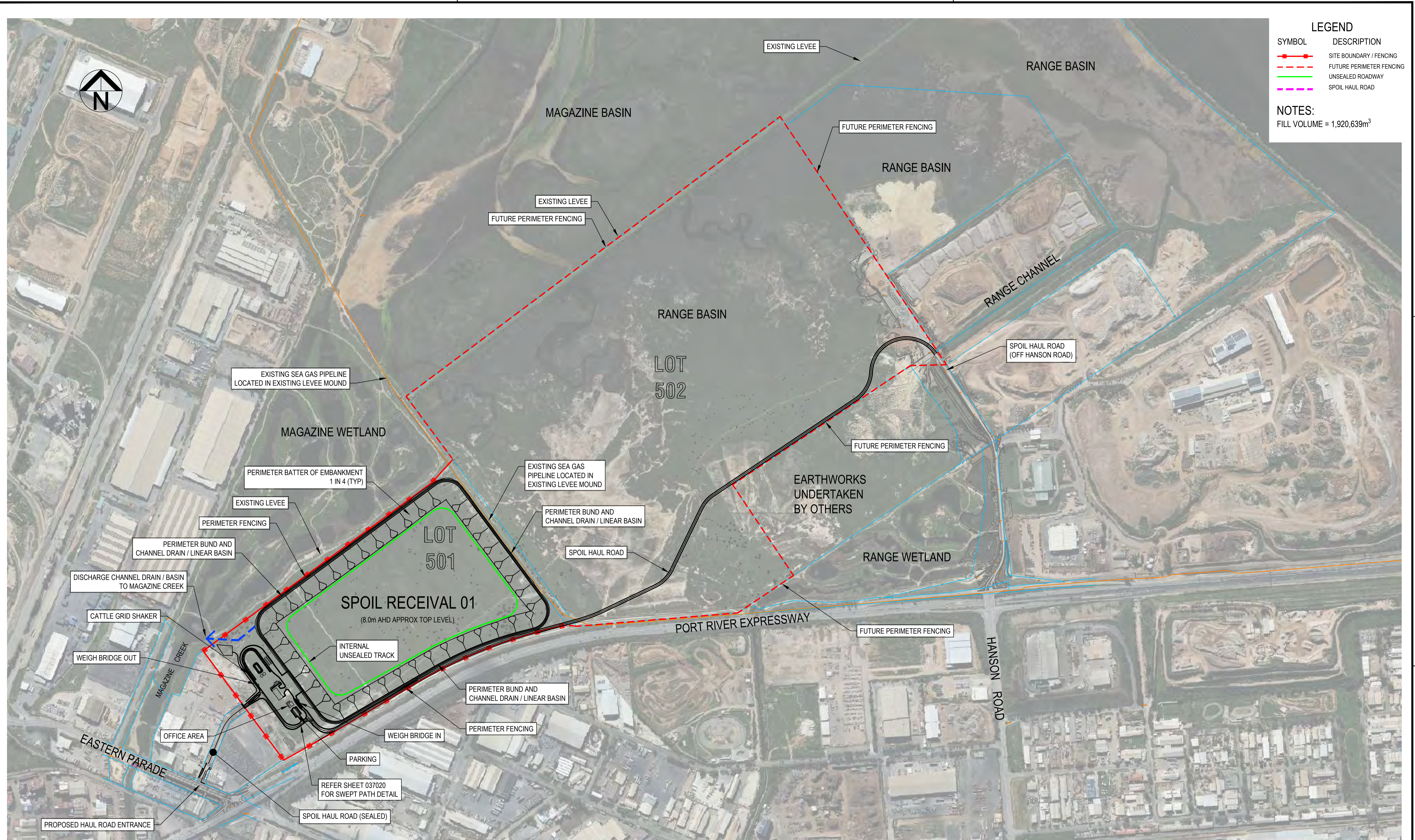
NOT LATER THAN MONDAY 29 JULY 2024.

An online submission form is available on the SA Planning Portal, or submissions may also be emailed to: spreps@sa.gov.au.

Each person or body making a representation should state the reason for the representation and whether that person or body wishes to be given the opportunity to appear before the State Commission Assessment Panel (SCAP) to further explain the representation. Submissions received may be published in SCAP agenda papers.

Should you wish to discuss the application and the public notification procedure please contact Gabrielle McMahon on (08) 7133 2374 or gabrielle.mcmahon@sa.gov.au.

STATE COMMISSION ASSESSMENT PANEL
spreps@sa.gov.au



LEGEND

SYMBOL	DESCRIPTION
	SITE BOUNDARY / FENCING
	FUTURE PERIMETER FENCING
	UNSEALED ROADWAY
	SPOIL HAUL ROAD

NOTES:
FILL VOLUME = 1,920,639m³

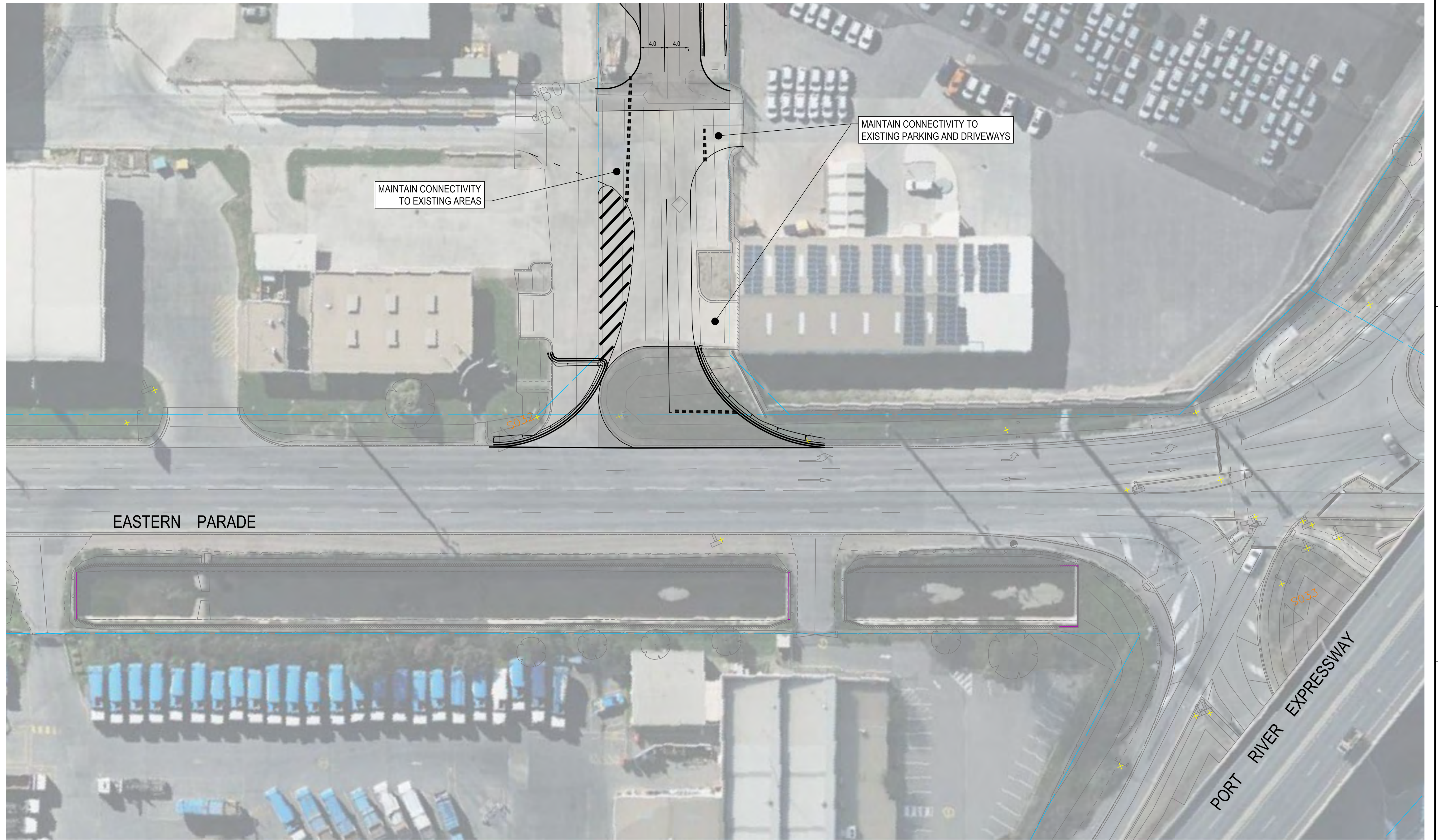
PLAN
SCALE 1:5000

PROJECT DOCUMENT REFERENCE
NSC-MMD-SKT-0000-00-037011

NOT FOR CONSTRUCTION

A	ISSUED FOR INFORMATION	24/11/23	INDEX SHEET REFERENCE: SHEET	DESIGNED	 Government of South Australia Department for Infrastructure and Transport	PROJECT No.:	FILE No.:	GILLMAN SPOIL FACILITY CONCEPT FILL LAYOUT	SIGNAL No.:					
	AMENDMENT DESCRIPTION					BY	CHECK			ACCEPTANCE	DATE	UNCONTROLLED COPY WHEN PRINTED	100 MILLIMETRES ON ORIGINAL DRAWING	ALL DIMENSIONS ARE IN METRES UNLESS SHOWN OTHERWISE
REFER SHEET 037020 FOR SWEEP PATH DETAIL		QUALIFICATION DATE:		QUALIFICATION DATE:				DESIGNED:	DRAFTED:	ACCEPTED FOR USE:	ACCEPTANCE FORM KNET No.:	DRAWING No.:	SHEET No.:	AMEND No.:
PARKING		QUALIFICATION DATE:		QUALIFICATION DATE:				TITLE:	DATE:	IN ACCORDANCE WITH DP013	SHEET LATITUDE	SHEET LONGITUDE	011	A

CAD FILE NAME: NSC-MMD-SKT-0000-00-037011.DWG



PLAN
SCALE 1:300

PROJECT DOCUMENT REFERENCE
NSC-MMD-SKT-0000-00-037012

ISSUED FOR INFORMATION		24/11/23	INDEX SHEET REFERENCE: SHEET	DESIGNED	PROJECT No.:	FILE No.:	GILLMAN SPOIL FACILITY EASTERN PARADE SITE ENTRANCE		SIGNAL No.:				
BY		CHECK	ACCEPTANCE	DATE	QUALIFICATION DATE:	DESIGN No.:			SURVEY No.:	ACCEPTANCE FORM KNET No.:	DRAWING No.:	SHEET No.:	AMEND No.:
UNCONTROLLED COPY WHEN PRINTED		100 MILLIMETRES ON ORIGINAL DRAWING	ALL DIMENSIONS ARE IN METRES UNLESS SHOWN OTHERWISE	REVIEWER	PROJECT START ROAD RUNNING DISTANCE:	PROJECT END ROAD RUNNING DISTANCE:			TITLE: DATE:				
AMENDMENT DESCRIPTION		BY	CHECK	ACCEPTANCE	DATE	SCALES: 6 0 3 6 9 12		DESIGNED:	DRAFTED:	ACCEPTED FOR USE:	PROJECT DOCUMENT REFERENCE NSC-MMD-SKT-0000-00-037012		



CAD FILE NAME: NSC-MMD-SKT-0000-00-037012.DWG



PLAN
SCALE 1:5000

PROJECT DOCUMENT REFERENCE
NSC-MMD-SKT-0000-00-037013

NOT FOR CONSTRUCTION

INDEX SHEET REFERENCE: SHEET

DESIGNED
QUALIFICATION
DATE:
REVIEWER
QUALIFICATION
DATE:
INDEPENDENT DESIGN CERTIFIER (IF REQUIRED)
QUALIFICATION
DATE:



PROJECT No.: FILE No.:
DESIGN No.: SURVEY No.:
PROJECT START ROAD RUNNING DISTANCE:
PROJECT END ROAD RUNNING DISTANCE:
SCALES:
100 0 50 100 150 200

**GILLMAN SPOIL FACILITY
MINIMUM FILL OPTION**

SITE SECTION PLAN

SIGNAL No.:

A	ISSUED FOR INFORMATION	24/11/23
No.	AMENDMENT DESCRIPTION	BY CHECK ACCEPTANCE DATE

UNCONTROLLED COPY WHEN PRINTED 100 MILLIMETRES ON ORIGINAL DRAWING ALL DIMENSIONS ARE IN METRES UNLESS SHOWN OTHERWISE

DESIGNED: DRAFTED: ACCEPTED FOR USE: ACCEPTANCE FORM KNET No.: DRAWING No.: SHEET No.: AMEND No.:
TITLE: DATE: IN ACCORDANCE WITH DP013 SHEET LATITUDE SHEET LONGITUDE

100 0 50 100 150 200

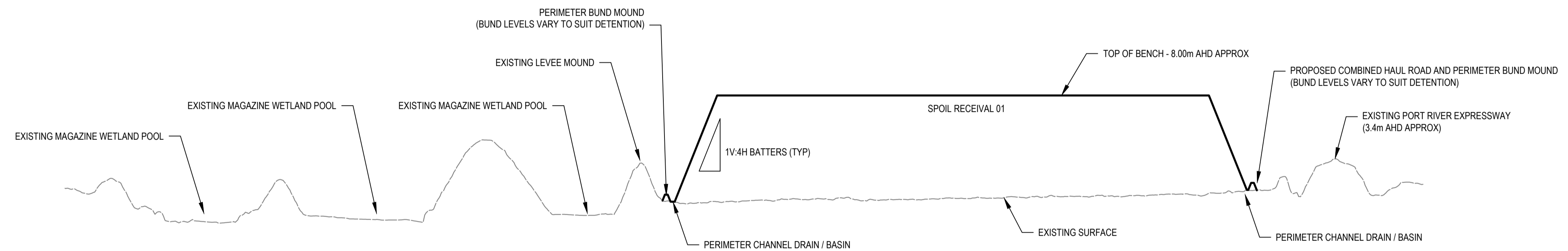
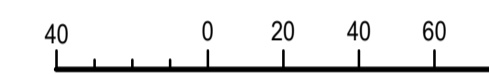
CAD FILE NAME: NSC-MMD-SKT-0000-00-037013.DWG

DATUM R.L. = -32.000

DESIGN SURFACE										3.724	8.000	8.000	8.000	8.000	8.000	8.000	8.000					
EXISTING SURFACE			0.798	-0.891	1.220	-0.645	-0.827	4.843	-0.404	0.758	-0.369	-0.591	-0.649	-0.648	-0.765	-0.810	-0.864	1.038	1.306	3.273	1.664	1.718
CHAINAGE	0.000	50.000	100.000	150.000	200.000	250.000	300.000	350.000	400.000	450.000	500.000	550.000	600.000	650.000	700.000	750.000	800.000	850.000	900.000	950.000	1000.000	1017.001

SECTION A-A - NATURAL SCALE

HORIZONTAL SCALE 1:2000
VERTICAL SCALE 1:2000

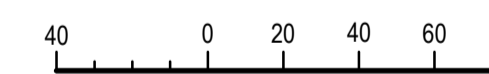


DATUM R.L. = -5.000

DESIGN SURFACE											3.724	8.000	8.000	8.000	8.000	8.000	8.000	8.000				
EXISTING SURFACE			0.798	-0.891	1.220	-0.645	-0.827	4.843	-0.404	0.758	-0.369	-0.591	-0.649	-0.648	-0.765	-0.810	-0.864	1.038	1.306	3.273	1.664	1.718
CHAINAGE	0.000	50.000	100.000	150.000	200.000	250.000	300.000	350.000	400.000	450.000	500.000	550.000	600.000	650.000	700.000	750.000	800.000	850.000	900.000	950.000	1000.000	1017.001

SECTION A-A - EXAGGERATED SCALE

HORIZONTAL SCALE 1:2000
VERTICAL SCALE 1:200



PROJECT DOCUMENT REFERENCE
NSC-MMD-SKT-0000-00-037014

NOT FOR CONSTRUCTION

INDEX SHEET REFERENCE: SHEET

DESIGNED
QUALIFICATION DATE:
REVIEWER
QUALIFICATION DATE:
INDEPENDENT DESIGN CERTIFIER (IF REQUIRED)
QUALIFICATION DATE:



PROJECT No.: FILE No.:
DESIGN No.: SURVEY No.:
PROJECT START ROAD RUNNING DISTANCE:
PROJECT END ROAD RUNNING DISTANCE:

**GILLMAN SPOIL FACILITY
MINIMUM FILL OPTION
LONGITUDINAL SECTIONS
A-A**

A	ISSUED FOR INFORMATION				24/11/23
No.	AMENDMENT DESCRIPTION	BY	CHECK	ACCEPTANCE	DATE

UNCONTROLLED COPY WHEN PRINTED 100 MILLIMETRES ON ORIGINAL DRAWING ALL DIMENSIONS ARE IN METRES UNLESS SHOWN OTHERWISE

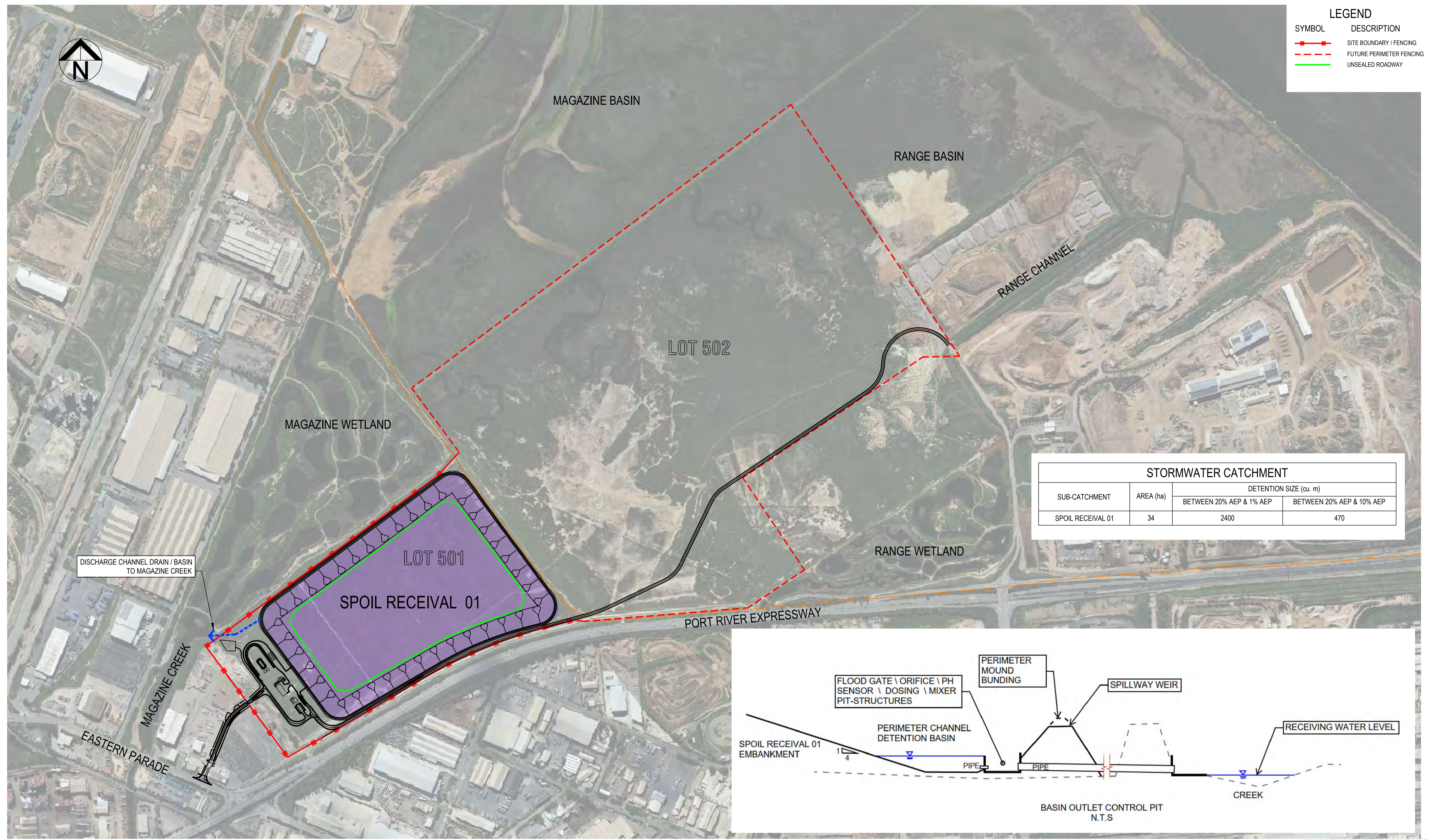
DESIGNED:	DRAFTED:	ACCEPTED FOR USE:	ACCEPTANCE FORM KNET No.:	DRAWING No.:	SHEET No.:	AMEND No.:
					014	A
TITLE:			IN ACCORDANCE WITH DP013 SHEET LATITUDE		SHEET LONGITUDE	

CAD FILE NAME: NSC-MMD-SKT-0000-00-037014.DWG



LEGEND

SYMBOL	DESCRIPTION
	SITE BOUNDARY / FENCING
	FUTURE PERIMETER FENCING
	UNSEALED ROADWAY



STORMWATER CATCHMENT			
SUB-CATCHMENT	AREA (ha)	DETENTION SIZE (cu. m)	
		BETWEEN 20% AEP & 1% AEP	BETWEEN 20% AEP & 10% AEP
SPOIL RECEIVAL 01	34	2400	470

PLAN
SCALE 1:5000

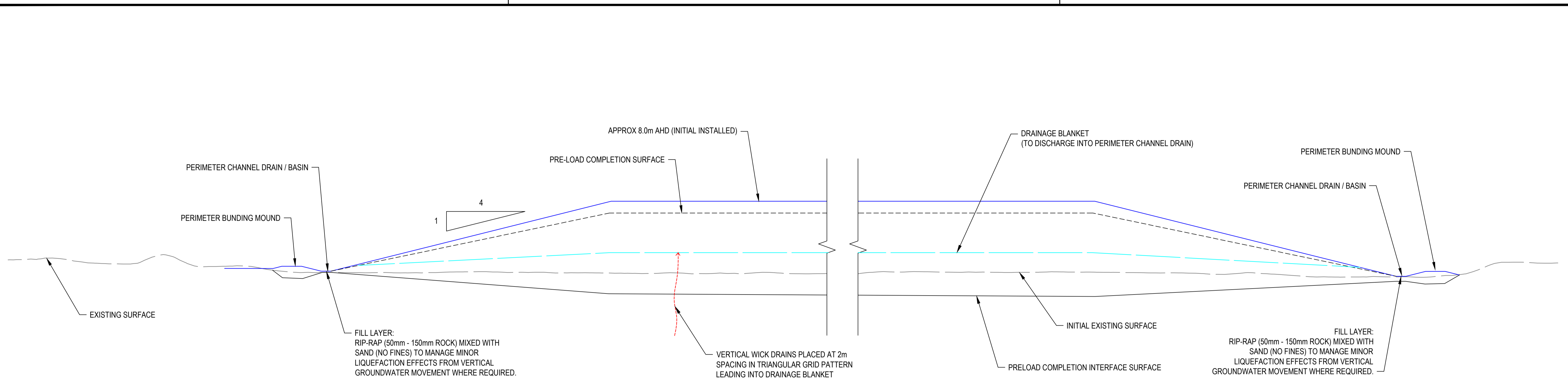
PROJECT DOCUMENT REFERENCE
NSC-MMD-SKT-0000-00-037018

NOT FOR CONSTRUCTION

A ISSUED FOR INFORMATION	BY	CHECK	ACCEPTANCE	DATE	INDEX SHEET REFERENCE: SHEET	DESIGNED	PROJECT No.:	FILE No.:	SIGNAL No.:		
					UNCONTROLLED COPY WHEN PRINTED	QUALIFICATION DATE:	DESIGN No.:	SURVEY No.:			
No.	AMENDMENT DESCRIPTION				100 MILLIMETRES ON ORIGINAL DRAWING	REVIEWER	PROJECT START ROAD RUNNING DISTANCE:	PROJECT END ROAD RUNNING DISTANCE:	GILLMAN SPOIL FACILITY CONCEPT FILL LAYOUT CATCHMENT PLAN		
						QUALIFICATION DATE:	SCALES:	DESIGNED: DRAFTED: ACCEPTED FOR USE:			
				24/11/23		INDEPENDENT DESIGN CERTIFIER (IF REQUIRED)	100 0 50 100 150 200	ACCEPTANCE FORM KNET No.:	DRAWING No.:	SHEET No.:	AMEND No.:
						QUALIFICATION DATE:		IN ACCORDANCE WITH DP013 SHEET LATITUDE		018	A



CAD FILE NAME: NSC-MMD-SKT-0000-00-037018.DWG



TYPICAL BENCHING DRAINAGE SECTION

PROJECT DOCUMENT REFERENCE
NSC-MMD-SKT-0000-00-037019

NOT FOR CONSTRUCTION

A	ISSUED FOR INFORMATION				24/11/23
	AMENDMENT DESCRIPTION	BY	CHECK	ACCEPTANCE	DATE

INDEX SHEET REFERENCE:	SHEET
DESIGNED	
QUALIFICATION DATE:	
REVIEWER	
QUALIFICATION DATE:	
INDEPENDENT DESIGN CERTIFIER (IF REQUIRED)	
QUALIFICATION DATE:	



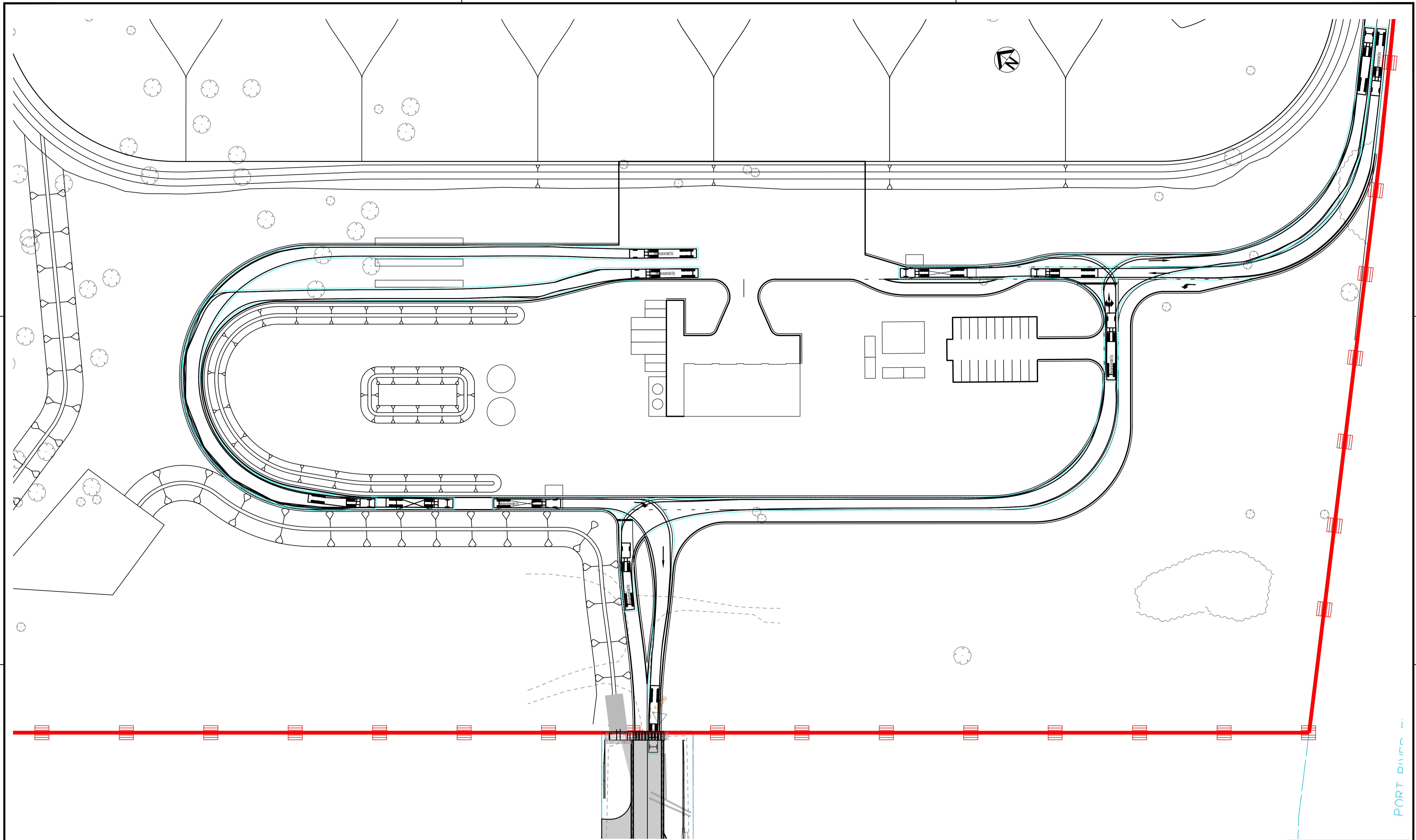
PROJECT No.:	FILE No.:
DESIGN No.:	SURVEY No.:
PROJECT START ROAD RUNNING DISTANCE:	
PROJECT END ROAD RUNNING DISTANCE:	
SCALES:	

**GILLMAN SPOIL FACILITY
CONCEPT FILL LAYOUT**

TYPICAL SECTIONS

DESIGNED:	DRAFTED:	ACCEPTED FOR USE:	ACCEPTANCE FORM KNET No.:	DRAWING No.:	SHEET No.:	AMEND No.:
					019	A
TITLE:			IN ACCORDANCE WITH DP013 SHEET LATITUDE		SHEET LONGITUDE	

CAD FILE NAME: NSC-MMD-SKT-0000-00-037019.DWG



PLAN
SCALE 1:500

PROJECT DOCUMENT REFERENCE
NSC-MMD-SKT-0000-00-037020

PORT DIVISION

NOT FOR CONSTRUCTION

INDEX SHEET REFERENCE: SHEET

DESIGNED
QUALIFICATION DATE:
REVIEWER
QUALIFICATION DATE:
INDEPENDENT DESIGN CERTIFIER (IF REQUIRED)
QUALIFICATION DATE:



PROJECT No.: FILE No.:
DESIGN No.: SURVEY No.:
PROJECT START ROAD RUNNING DISTANCE:
PROJECT END ROAD RUNNING DISTANCE:
SCALES:
10 0 5 10 15 20

**GILLMAN SPOIL FACILITY
EASTERN PARADE**

VEHICLE TURNPATHS

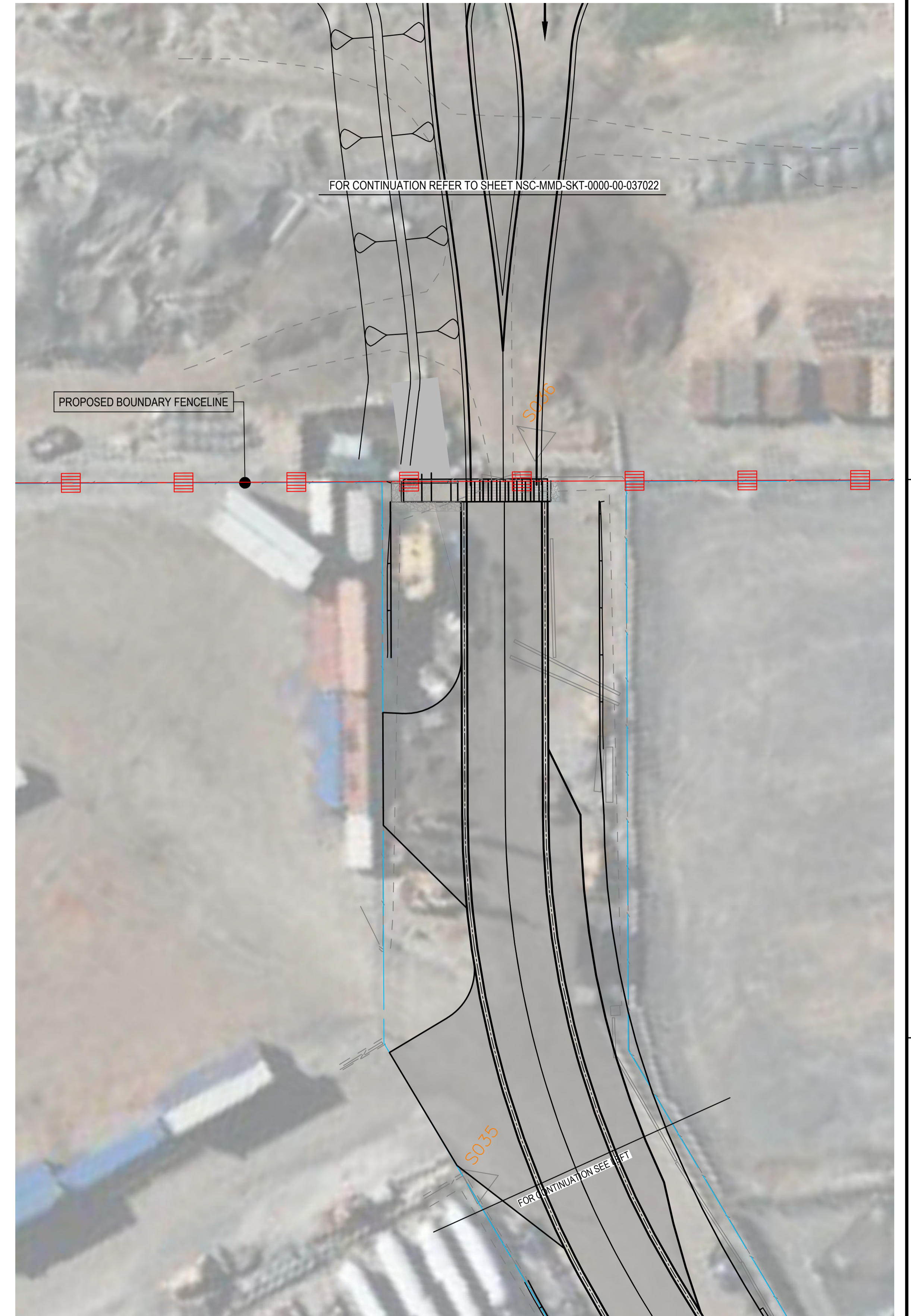
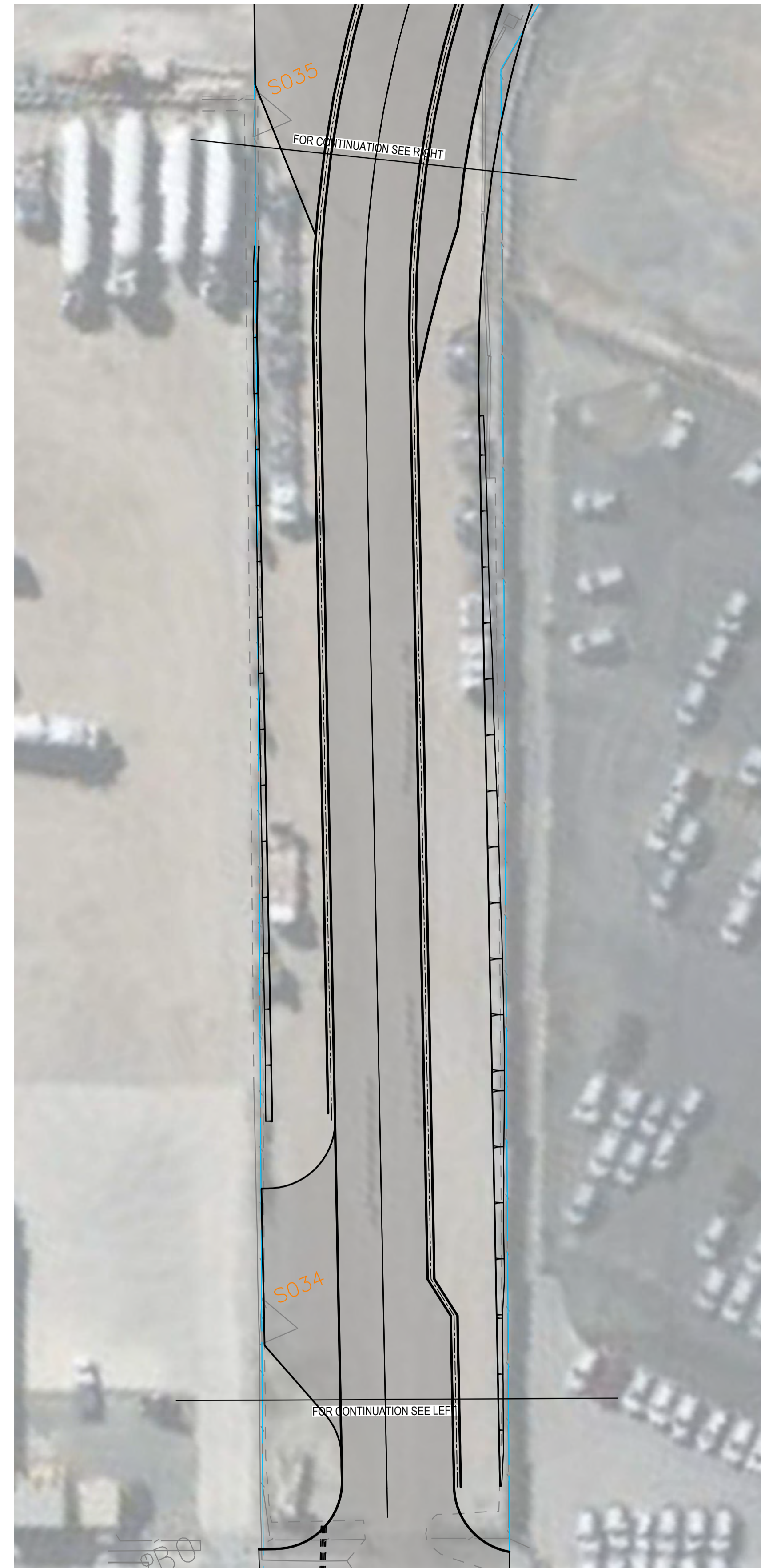
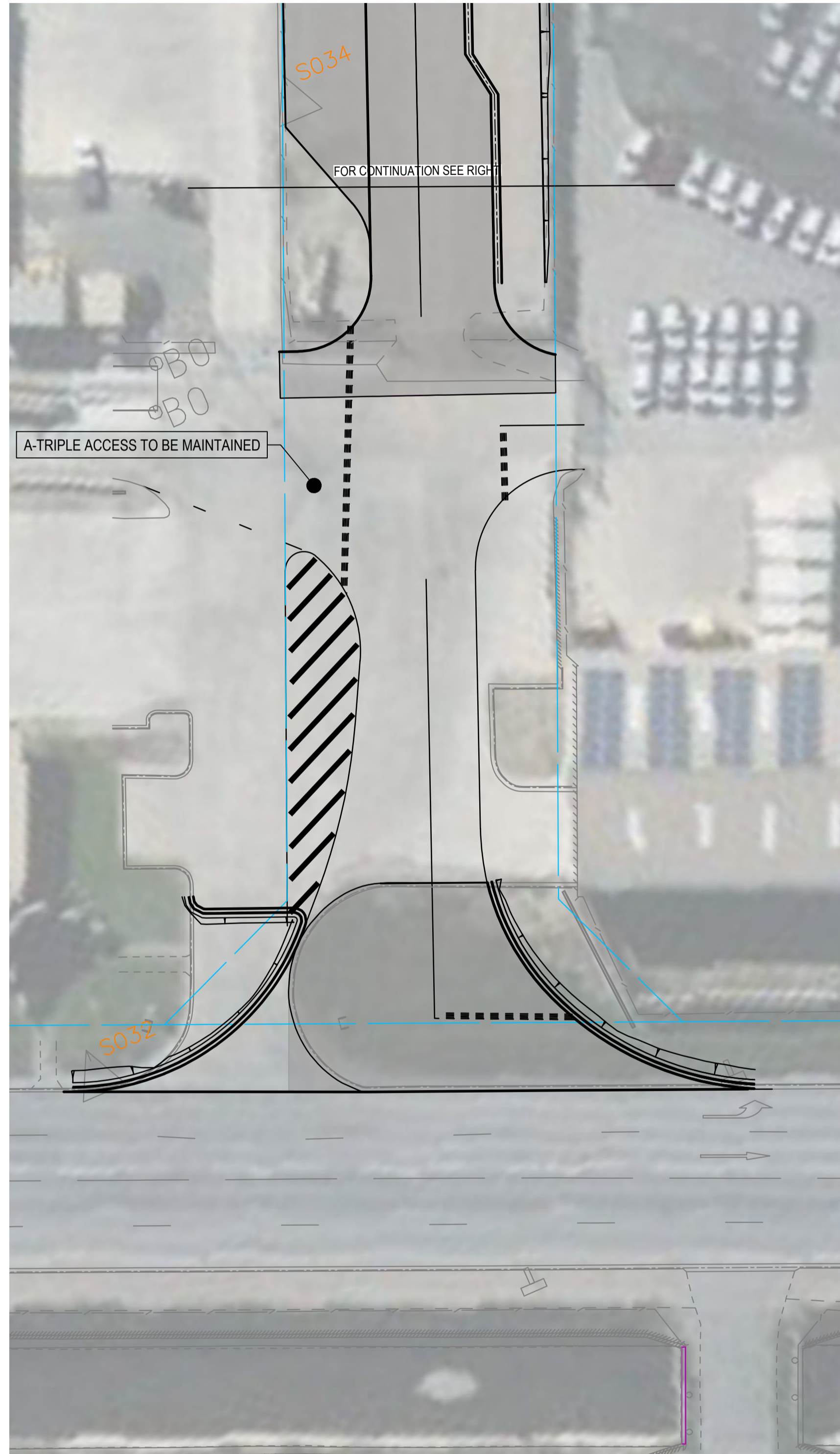
SIGNAL No.:

A	ISSUED FOR INFORMATION	24/11/23
No.	AMENDMENT DESCRIPTION	BY CHECK ACCEPTANCE DATE

UNCONTROLLED COPY WHEN PRINTED 100 MILLIMETRES ON ORIGINAL DRAWING ALL DIMENSIONS ARE IN METRES UNLESS SHOWN OTHERWISE

DESIGNED:	DRAFTED:	ACCEPTED FOR USE:	ACCEPTANCE FORM KNET No.:	DRAWING No.:	SHEET No.:	AMEND No.:
					020	A
TITLE: DATE:			IN ACCORDANCE WITH DP013 SHEET LATITUDE		SHEET LONGITUDE	

CAD FILE NAME: NSC-MMD-SKT-0000-00-037020.DWG



PLAN
SCALE 1:300

PROJECT DOCUMENT REFERENCE
NSC-MMD-SKT-0000-00-037021

NOT FOR CONSTRUCTION

INDEX SHEET REFERENCE: SHEET

DESIGNED
QUALIFICATION DATE:
REVIEWER
QUALIFICATION DATE:
INDEPENDENT DESIGN CERTIFIER (IF REQUIRED)
QUALIFICATION DATE:



Government of South Australia
Department for Infrastructure and Transport

PROJECT No.: FILE No.:
DESIGN No.: SURVEY No.:
PROJECT START ROAD RUNNING DISTANCE:
PROJECT END ROAD RUNNING DISTANCE:
SCALES:
6 0 3 6 9 12

**GILLMAN SPOIL FACILITY
EASTERN PARADE
SITE PLAN
SHEET 1 OF 2**

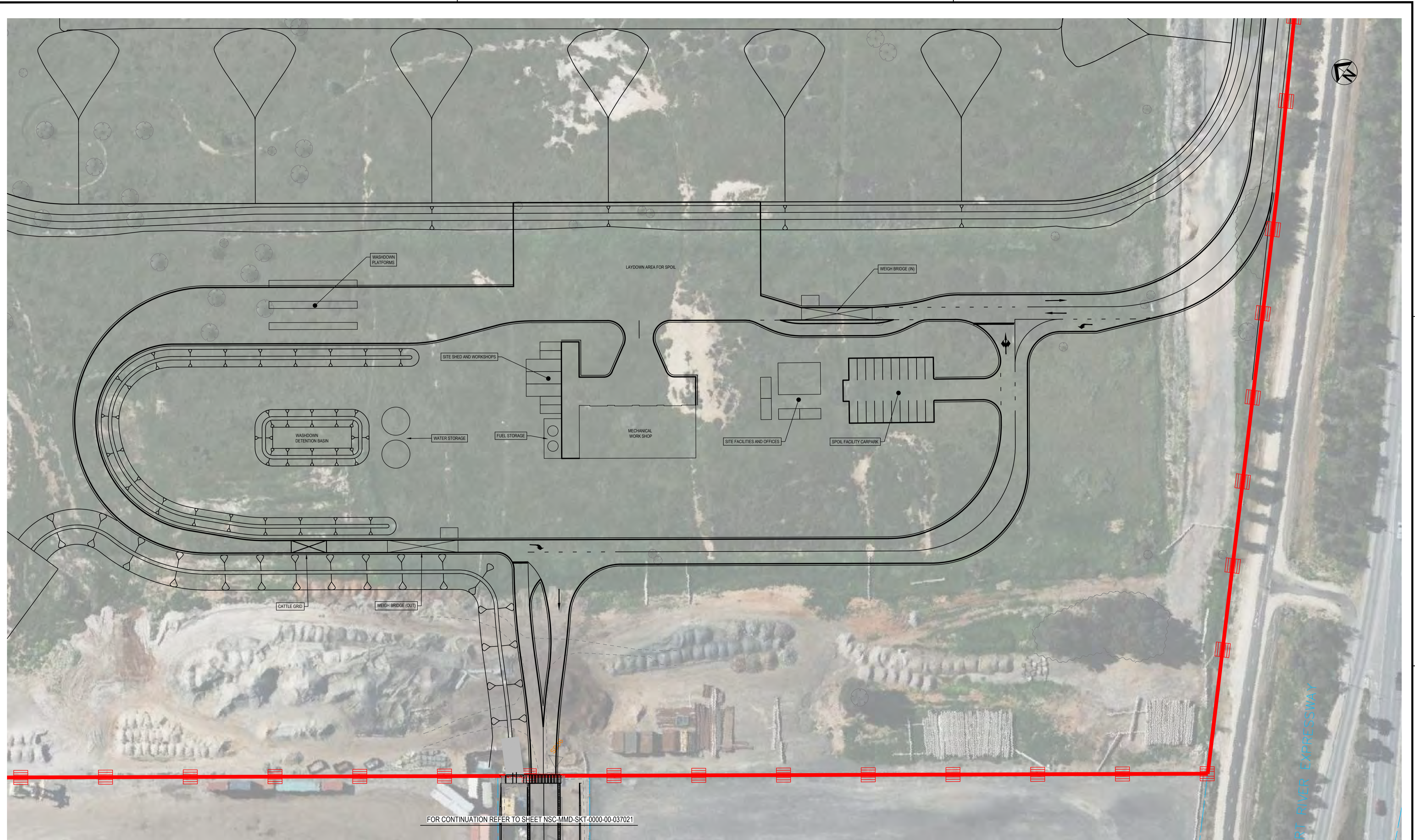
SIGNAL No.:

A	ISSUED FOR INFORMATION	BY	CHECK	ACCEPTANCE	DATE	24/11/23
No.	AMENDMENT DESCRIPTION	BY	CHECK	ACCEPTANCE	DATE	

UNCONTROLLED COPY WHEN PRINTED 100 MILLIMETRES ON ORIGINAL DRAWING ALL DIMENSIONS ARE IN METRES UNLESS SHOWN OTHERWISE

DESIGNED:	DRAFTED:	ACCEPTED FOR USE:	ACCEPTANCE FORM KNET No.:	DRAWING No.:	SHEET No.:	AMEND No.:
					021	A
TITLE:			IN ACCORDANCE WITH DP013 SHEET LATITUDE		SHEET LONGITUDE	

CAD FILE NAME: NSC-MMD-SKT-0000-00-037021.DWG



FOR CONTINUATION REFER TO SHEET NSC-MMD-SKT-0000-00-037021

PLAN
SCALE 1:500

PROJECT DOCUMENT REFERENCE
NSC-MMD-SKT-0000-00-037022

NOT FOR CONSTRUCTION

INDEX SHEET REFERENCE: SHEET

DESIGNED
QUALIFICATION DATE:
REVIEWER
QUALIFICATION DATE:
INDEPENDENT DESIGN CERTIFIER (IF REQUIRED)
QUALIFICATION DATE:



PROJECT No.: FILE No.:
DESIGN No.: SURVEY No.:
PROJECT START ROAD RUNNING DISTANCE:
PROJECT END ROAD RUNNING DISTANCE:
SCALES:
10 0 5 10 15 20

**GILLMAN SPOIL FACILITY
EASTERN PARADE
SITE PLAN
SHEET 2 OF 2**

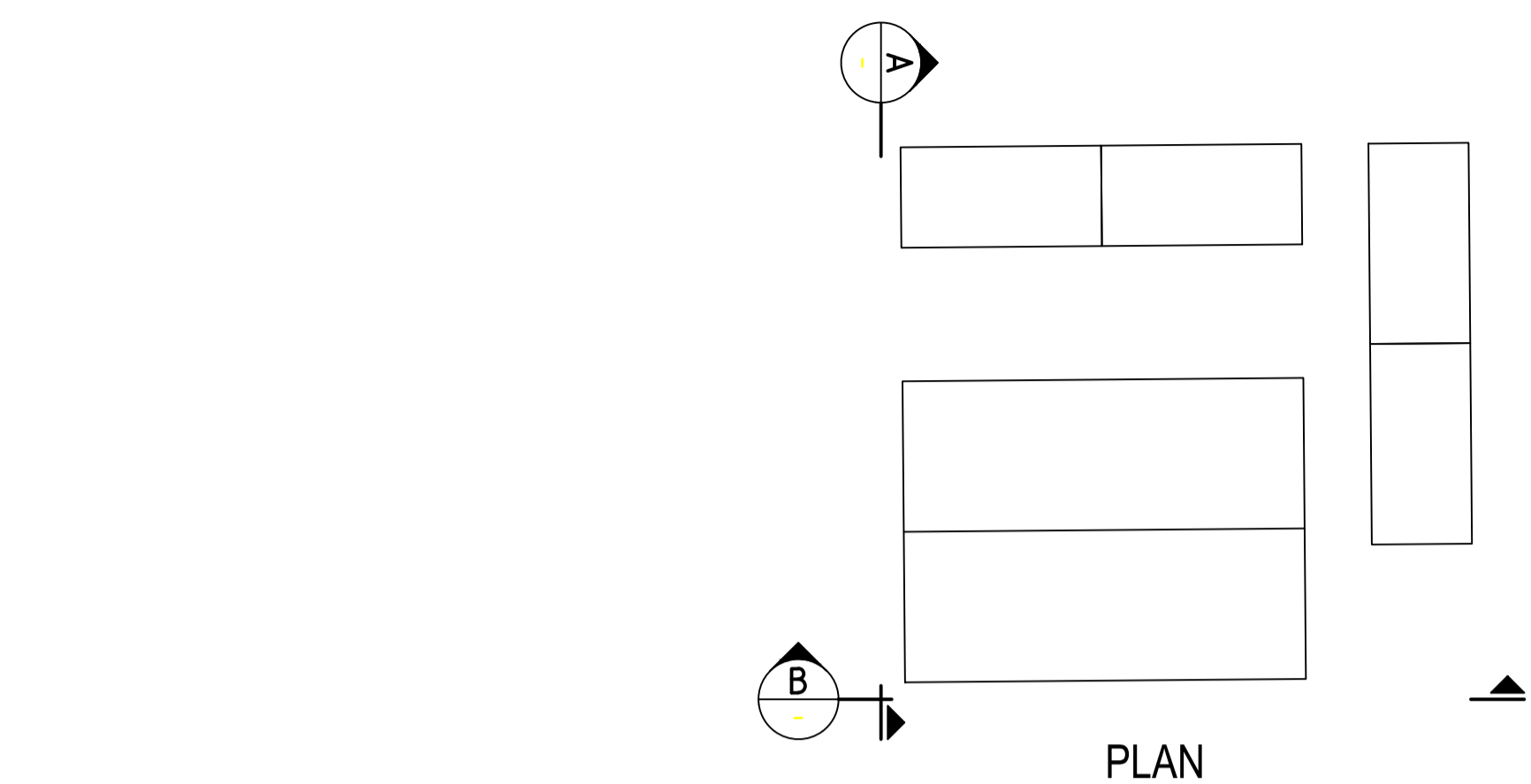
A	ISSUED FOR INFORMATION	BY	CHECK	ACCEPTANCE	DATE	24/11/23
No.	AMENDMENT DESCRIPTION	BY	CHECK	ACCEPTANCE	DATE	

UNCONTROLLED COPY WHEN PRINTED 100 MILLIMETRES ON ORIGINAL DRAWING ALL DIMENSIONS ARE IN METRES UNLESS SHOWN OTHERWISE

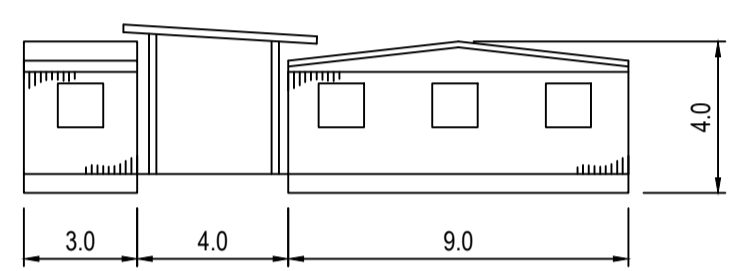
DESIGNED: DRAFTED: ACCEPTED FOR USE:
TITLE: DATE:

ACCEPTANCE FORM KNET No.: DRAWING No.: SHEET No.: AMEND No.:
022 A
IN ACCORDANCE WITH DP013 SHEET LATITUDE SHEET LONGITUDE

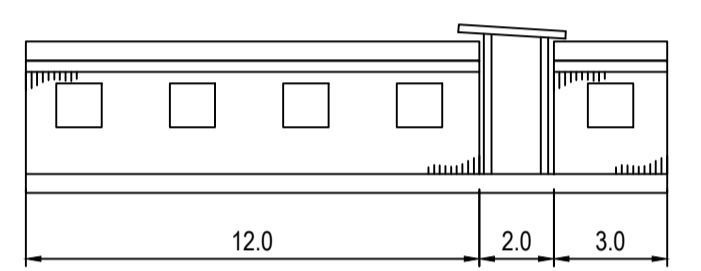
CAD FILE NAME: NSC-MMD-SKT-0000-00-037022.DWG



PLAN

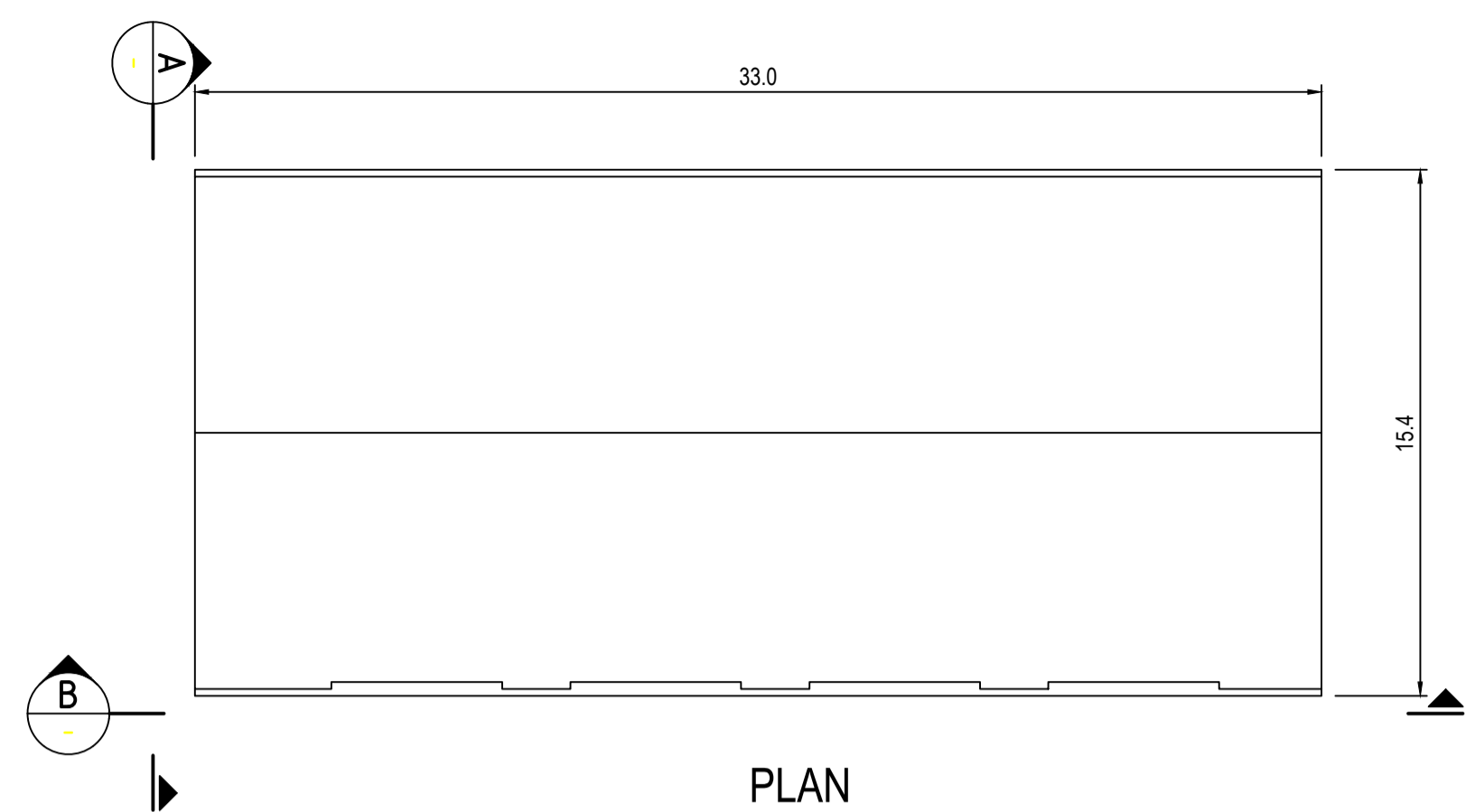


ELEVATION A-A

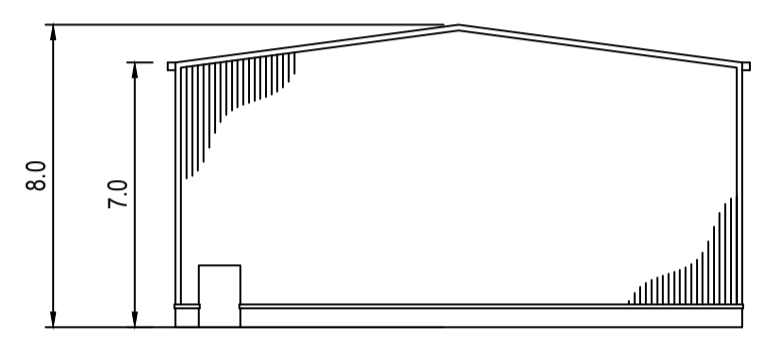


ELEVATION B-B

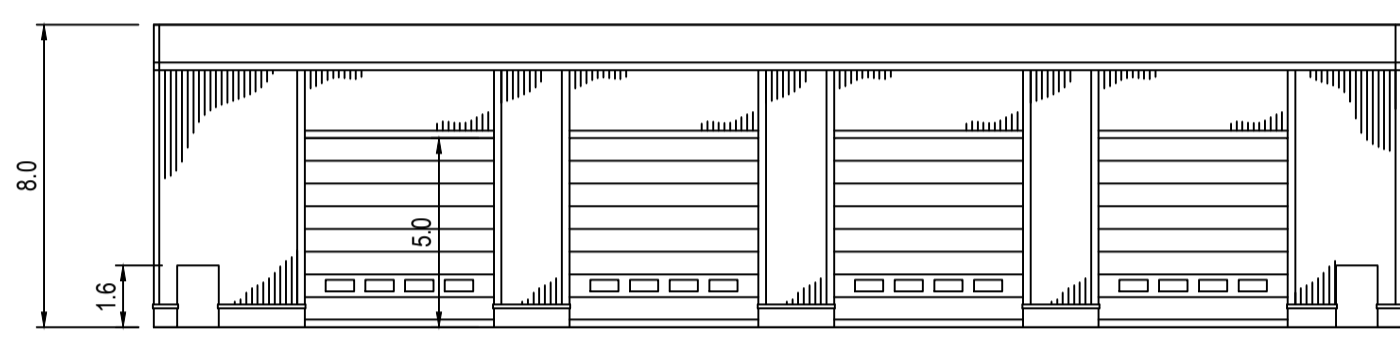
SITE OFFICES
SCALE 1:200



PLAN

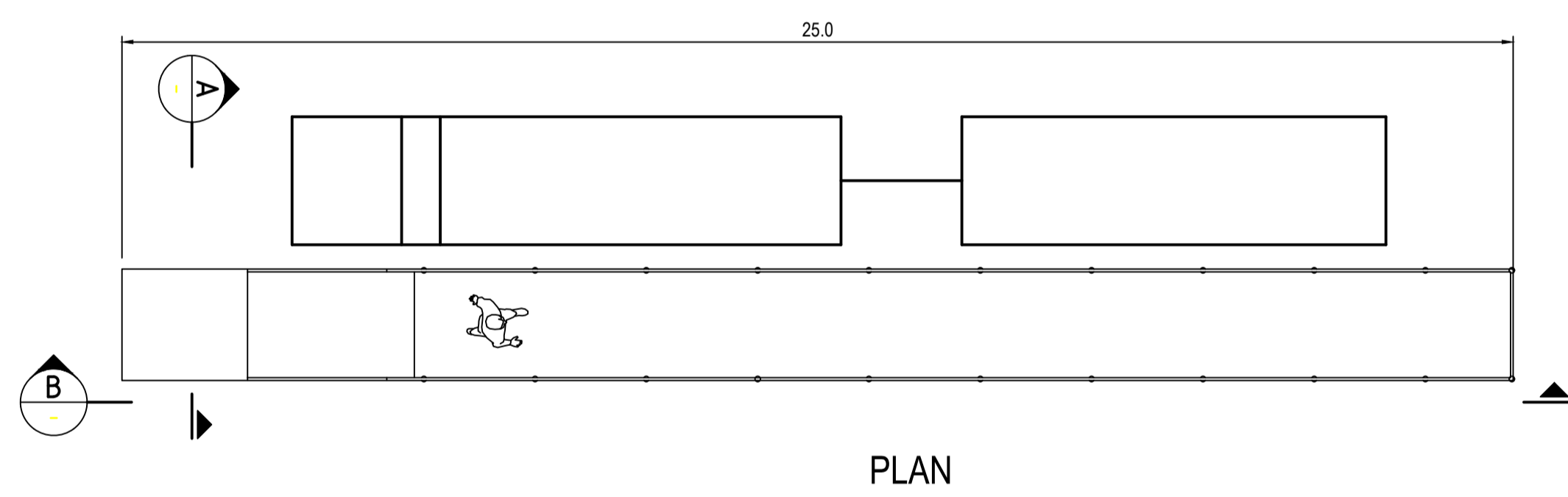


ELEVATION A-A

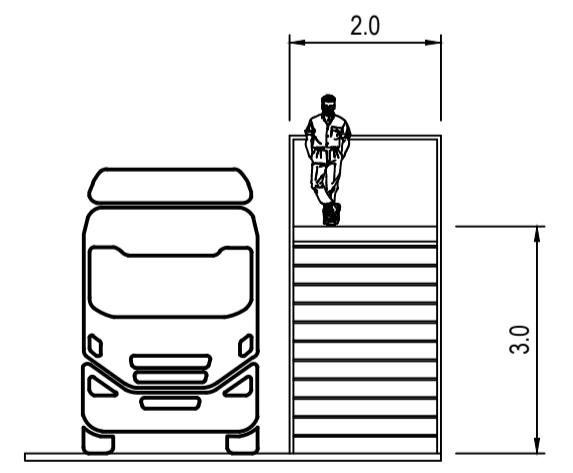


ELEVATION B-B

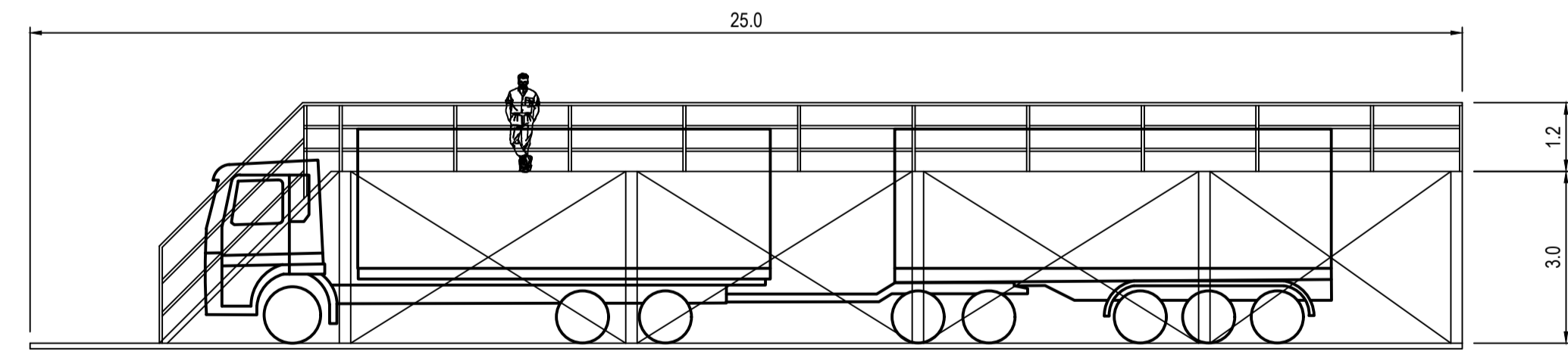
WORKSHOP
SCALE 1:200



PLAN



ELEVATION A-A



ELEVATION B-B

TRUCK WASH DOWN BAY
SCALE 1:100

PROJECT DOCUMENT REFERENCE
NSC-MMD-SKT-0000-00-037023

NOT FOR CONSTRUCTION

A	ISSUED FOR INFORMATION	BY	CHECK	ACCEPTANCE	DATE	04/03/24	INDEX SHEET REFERENCE: SHEET	DESIGNED	QUALIFICATION DATE:	REVIEWER	QUALIFICATION DATE:	INDEPENDENT DESIGN CERTIFIER (IF REQUIRED)	QUALIFICATION DATE:	PROJECT No.:	FILE No.:	DESIGN No.:	SURVEY No.:	PROJECT START ROAD RUNNING DISTANCE:	PROJECT END ROAD RUNNING DISTANCE:	DESIGNED:	DRAFTED:	ACCEPTED FOR USE:	ACCEPTANCE FORM KNET No.:	DRAWING No.:	SHEET No.:	AMEND No.:
	UNCONTROLLED COPY WHEN PRINTED																									
GILLMAN SPOIL FACILITY EASTERN PARADE SITE BUILDINGS ELEVATIONS		SIGNAL No.:		023		A																				

CAD FILE NAME: NSC-MMD-SKT-0000-00-037023.DWG

River Torrens to Darlington Spoil Re-use Facility (Gillman)

Planning Report

River Torrens to
Darlington Project

May 2024



Australian Government



Government of South Australia
Department for Infrastructure
and Transport

T2D.sa.gov.au

Disclaimer

While every reasonable effort has been made to ensure that this document is correct at the time of publication, the Minister for Infrastructure and Transport, its agencies, instrumentalities, employees and contractors disclaim any and all liability to any person in respect to anything or the consequence of anything done or omitted to be done in reliance upon the whole or any part of this document.

Publication details

Document information

Title	Planning Report: River Torrens to Darlington Spoil Re-use Facility (Gillman)
Owner	North-South Corridor Program Delivery Office Department for Infrastructure and Transport
KNet reference	21593256
Distribution	Public subject to delegated DIT approvals

Change history

Version number	Date changed	Nature of amendment
1	10 Apr 2024	Draft for review
2	10 May 2024	Revised for Approval
3	20 May 2024	Final for Submission

Approvals record

Approvers	Position	Date	Signature
Matthew Morrissey	Director, Land Planning and Environment North-South Corridor Program Delivery Office	21/05/2024	Approved
Wayne Buckerfield	Executive Director North-South Corridor Program Delivery Office Commissioner of Highways	21/05/2024	Approved

Artwork by Ngarrindjeri artist,
Jordan Lovegrove –
commissioned by the Department
for Infrastructure and Transport

The River Torrens to Darlington (T2D) Project respectfully acknowledges the Kurna Peoples as the Traditional Custodians of the T2D Project area and recognises their continuing connection to land and waters.

We pay our respects to the diversity of cultures, significance of contributions and to Elders past, present and emerging.



Contents

1	Executive Summary	1
2	Introduction	3
3	Statutory Context	5
3.1	Crown Development Application Process	5
3.2	Elements Requiring Development Approval	5
3.3	Public Notification	6
3.4	Statutory Referrals	8
3.5	Land Management Agreement	8
3.6	Additional Approvals, Permits and Authorisations	9
4	Subject Land and Locality Analysis	11
4.1	Description of Subject Land	11
4.2	Context of Subject Land	13
5	Strategic Context	14
5.1	Spoil Management for the T2D Project	14
5.2	Alignment with State and Local Government Strategies	15
5.3	Summary	20
6	Development Proposal	21
6.1	Description of Proposed Development	21
6.2	Staged Development Approach	21
6.3	SRF Operations and Filling Process	22
7	Site Investigations	36
7.1	Investigations Approach	36
7.2	Ecology	36
7.3	Aboriginal and Non-Aboriginal Heritage	37
7.4	Noise and Vibration	39
7.5	Air Quality	40
7.6	Surface Water (Quality and Quantity)	41
7.7	Groundwater	44
7.8	Site Contamination and Acid Sulphate Soils	44
7.9	Visual Impact and Landscape	45
7.10	Light spill	46
7.11	Environmental Management and Monitoring	46

8 Planning and Design Code Assessment..... 49

8.1 Procedural Matters 49

8.2 Nature Of Proposed Development..... 49

8.3 Zoning 50

8.4 Environmental Overlays 53

8.5 Transport Overlays..... 56

8.6 Other Overlays 60

8.7 General Development Policies 61

9 Conclusion 65

Appendices 66

Appendix A – Extract of Relevant Planning & Design Code Policies 66

Appendix B – Certificate of Title 66

Appendix C – Land Management Agreement..... 66

Appendix D – Plans and Drawings..... 66

Appendix E – Gillman SRF Lot 501 Driveway Access Assessment..... 66

1 Executive Summary

The River Torrens to Darlington (T2D) project is the most significant road infrastructure project ever undertaken in South Australia. The project will deliver the final 10.5-kilometre (km) section of the North-South Corridor through construction of two twin tunnels and lowered motorways which will connect the tunnels with each other as well as the existing motorway sections.

The Department for Infrastructure and Transport (the Department) has estimated that the T2D Project will generate approximately 3.9 million cubic metres (m³) of spoil (or excess soil) material through boring of the tunnels and excavation of the lowered motorways and cut and cover tunnel portals. This will require the establishment of a dedicated Spoil Re-use Facility (SRF) to store, treat and reuse the spoil in accordance with Environment Protection Authority's Standard for the Production and Use of Waste Derived Fill 2013.

This planning report is provided to support a development application by the Department for a SRF at 208 Eastern Parade, Gillman (Lot 501) to support delivery of the T2D Project. The subject land has been in the ownership of Renewal SA since 2003 and comprises 39.4 hectares of low-lying land within the Strategic Employment Zone (Gillman Subzone). The low-lying nature of the site has seen it left undeveloped for decades due to the need for significant filling to protect future development from the risk of sea water inundation and effectively manage stormwater processes.

This development application is for Part 1 of a two-part development. It includes the change of use of Lot 501 to an SRF, buildings and infrastructure to support the use, and the filling of land from spoil generated by bulk earthworks and boring of the tunnels. Part 2 will be addressed via a separate application for filling the adjoining land (Lot 502) when further details are known in respect to the final volume of spoil to be generated and the filling strategy that may be required for Lot 502.

The application is being lodged with the State Planning Commission as a Crown development pursuant to Section 131 of the *Planning, Development and Infrastructure Act 2016* (PDI Act), with the Minister for Planning as the decision-maker. The development cost exceeds \$10 million (estimated at \$29.4 million) requiring public notification of the application, while statutory referrals are required to the Coast Protection Board, Commissioner of Highways and the City of Port Adelaide Enfield.

The Department has undertaken a series of investigations as part of an Environment and Heritage Impact Assessment for the entirety of the proposed SRF site (incorporating Lots 501 and 502). It provides a comprehensive assessment of the relevant environmental and heritage issues for the SRF and how they are to be addressed. A self-assessment under the Commonwealth *Environment Protection and Biodiversity Conservation Act 1999* has concluded that a referral to the Minister for the Commonwealth Department of Climate Change, Energy, the Environment and Water is not required.

The proposed development of the SRF warrants Development Approval as it will contribute to the economic potential of the site in accordance with State and Local Government strategic policy and the provisions of the Planning and Design Code by filling portions of the subject land. This will enable fulfillment of the desired outcomes for the zone and subzone and increase the supply of

OFFICIAL

developable employment land within close proximity to existing infrastructure. The operations of the SRF, while temporary in nature, are also consistent with the relevant zone, subzone, overlay and general provisions of the Planning and Design Code (the Code). The SRF is considered appropriate for the site and environmental issues can be mitigated through detailed design and management practices to be implemented by the future T2D Alliance and can be appropriately conditioned as part of an approval from the Minister.

2 Introduction

This planning report is provided to support a Crown development application by the Department pursuant to Section 131 of the PDI Act. It seeks a change in the use of land for a SRF, filling of land and construction of supporting infrastructure and facilities at 208 Eastern Parade, Gillman (the Subject Land) to support delivery of the T2D Project.

The development application is for Part 1 of a two-part development, with Part 2 to be addressed via a separate application over adjoining land to the northeast (Lot 502 North Arm Road, Dry Creek). This will be lodged in due course based on project need and further investigations.

The T2D Project is the most significant road infrastructure project ever undertaken in South Australia. The project will deliver the final 10.5km section of the North-South Corridor and complete the 78km non-stop, traffic light-free motorway between Gawler and Old Noarlunga.

The T2D Project involves construction of two twin tunnels (the 4km southern tunnels and the 2.2km northern tunnels), and lowered motorways which will connect the tunnels with each other as well as the broader North-South Corridor at Tonsley Boulevard, Tonsley in the south and Grange Road, Hindmarsh in the north.

Based on the reference design, the Department has estimated that delivery of the T2D Project will generate approximately 3.9 million cubic metres (m³) of spoil (or excess soil) material through boring of the tunnels and excavation of the lowered motorways and cut and cover tunnel portals. As there is no space at the T2D Project site, the spoil will need to be moved directly offsite. Accordingly, the T2D Project will require the establishment of a dedicated SRF to store, treat and reuse the spoil in accordance with *Environment Protection Act 1993* requirements.

Following an open call to market and multi-criteria assessment, the Department has selected a site at Gillman to manage and re-use the spoil. Factors considered in determining the preferred site included the likely beneficial reuse of the spoil; proximity to the T2D Project site and gazetted freight routes; capacity, reliability and resilience of the site to receive and treat the spoil; and opportunities to deliver wider community benefits.

The Subject Land (together with adjoining Lot 502) is owned by the South Australian Government and forms part of the largest single source of vacant, zoned employment land in Greater Adelaide. The low-lying nature of the land has seen it left undeveloped for decades, as the site requires filling to protect future development from the risk of sea water inundation and to manage stormwater processes.

The current application of the SRF will be staged to allow for filling of the land in the first instance (Stage 1) and construction of associated spoil management facilities (including hard stand areas, workforce facilities and on-site water treatment) as Stage 2. The proposed development will be undertaken in accordance with EPA requirements for spoil derived fill management.

Construction of the proposed facilities are not scheduled to commence until after the awarding of a contract and establishment of the T2D Alliance in late 2024. This application is intended to accommodate excavated spoil generated from the T2D Project from early to mid-2025, with spoil from the boring of the tunnels not anticipated until late 2025 to early 2026. The site will be

OFFICIAL

progressively filled through to 2031 when the facility will be decommissioned, and the spoil management facilities removed or repurposed for employment uses as envisaged in the Gillman Master Plan in the Code.

3 Statutory Context

This section outlines the assessment pathway for the proposal as a Crown Development; elements of the proposal that require Development Approval; Public Notification Requirements; Statutory Referral Requirements; discusses the Land Management Agreement for the site; and outlines other approval requirements.

3.1 Crown Development Application Process

As the proposed development is being undertaken by a State Agency, namely the Department for Infrastructure and Transport, the application is being lodged pursuant to Section 131 of the PDI Act.

As with any development application, the proposed development will be considered against the relevant policies of the Code. However, as a State Agency development, the application has been lodged with the State Planning Commission (the Commission) for assessment as a Crown Application, with the Minister for Planning (or delegate) as the decision-maker.

Crown development applications are considered for Development Approval only (as opposed to Planning Consent and Building Rules Consent). The Department notes that the onus is on the State Agency as the applicant to obtain building rules consent (BRC) separately and retain a copy of the BRC for the life of the asset/s.

3.2 Elements Requiring Development Approval

The subject land is currently vacant and therefore the proposed SRF constitutes a change of use, which requires Development Approval. The elements of the proposed SRF requiring development approval are detailed below in Table 1.

Project Element	Part 1 (current application)
Stage 1 - Filling of Land	
Earthworks to fill land to a minimum 3.7m AHD ¹ , including temporary pre-load surcharge to 8.0m AHD	✓
Stage 2 - Spoil Management Site Facilities - Temporary	
Gatehouse and vehicle weighing facilities	✓
Spoil material delivery facilities, including truck staging and turnaround areas	✓
Spoil receipt, handling and treatment area	✓
Spoil placement area	✓
Vehicle, plant and equipment parking / storage	✓
Vehicle washdown / truck tub clean-out facility	✓

¹ AHD = Australian Height Datum

Site compound and amenities, including crib facilities, office buildings, ablutions	✓
Car parking	✓
General storage	✓
Storage of chemicals and fuels (less than 100m ³ in volume)	✓
Maintenance areas	✓
Plant laydown, workshop and refuelling facilities	✓
Site drainage, sediment basins and local water treatment facilities	✓
Signage	✓
Lighting	✓
Fencing (greater than 2.1m in height)	✓

Table 1: Elements requiring Development Approval

3.2.1 Associated activities not requiring Development Approval

Development approval is not required for:

- Construction / maintenance of roads under the care, control and management of the Commissioner of Highways and internal (private) access / haulage roads.
- Fencing (less than 2.1 metres in height) and signage
- Utility services connections and supply.

3.3 Public Notification

Crown applications are subject to notification where the development cost exceeds \$10 million and the development is not excluded from notification under the PDI Act or Planning, Development and Infrastructure (General) Regulations 2017. The development cost of the Gillman Spoil Re-use Facility will have an estimated development cost of \$29.4 million and is a type of development that is not excluded from notification; therefore, public notification is required in accordance with Section 131(13) of the PDI Act.

Accordingly, the Commission must:

(a) by public notice, invite interested persons to make written submissions to it on the proposal within a period of at least 15 business days; and

(b) allow a person who has made a written submission to it within that period and who, as part of that submission, has indicated an interest in appearing before it, a reasonable opportunity to appear personally or by representative before the Commission to be heard in support of his or her submission; and

(c) give due consideration in its assessment of the application to any submissions made by interested persons as referred to in paragraph (a) or (b).

3.3.1 Stakeholder and community engagement

Engagement with key stakeholders by the Department commenced in the final quarter of 2023. These stakeholders include the City of Port Adelaide Enfield, the Department for Environment and Water (including the Coastal Protection Board) the Environment Protection Authority, Commissioner of Highways and SEAGas.

Initial engagement has occurred with businesses adjacent to the SRF site that utilise the current egress point to Eastern Parade via the right-of-way over Lot 501, as well as the businesses utilising Hanson Road.

The Department will conduct its own engagement activities in addition to the formal notification requirements under the PDI Act.

3.4 Statutory Referrals

Due to the nature of the proposed development and Code Overlays that apply to the subject site, it is anticipated that the following referrals may be required in accordance with the provisions of the PDI Act.

Table 2. Statutory Referrals

Referral Body	Overlay / Referral Trigger	Purpose of Referral
Coast Protection Board	Coastal Areas Overlay Excavation and/or filling of coastal land exceeding 9m ³ .	Direction. To provide expert assessment and direction to the relevant authority on: <ul style="list-style-type: none"> ▪ the risk to development from current and future coastal hazards (including sea-level rise, coastal flooding, erosion, dune drift and acid sulphate soils); ▪ coast protection works; ▪ potential impacts from development on public access and the coastal environment (including important coastal features).
Commissioner of Highways	Major Urban Transport Routes Overlay Non-Stop Corridors Overlay Development that changes the nature of vehicular movements or increase the number or frequency of movements through an existing access (except where deemed to be minor in the opinion of the relevant authority).	Direction To provide expert technical assessment and direction to the Relevant Authority on the safe and efficient operation and management of all roads relevant to the Commissioner of Highways as described in the Planning and Design Code.
City of Port Adelaide Enfield	Relevant Local Government Authority under Section 131(7) of the <i>Planning, Development and Infrastructure Act 2016</i> .	Report on any particulars of the development.

During the preparation of this application the Department has regularly met with and invited input from representatives of the above organisations to identify key matters to be considered in the design and delivery of the proposed development.

The development application does not trigger referrals to the Department of Energy and Mining or the EPA.

3.5 Land Management Agreement

The Department notes that a Land Management Agreement (LMA) registered over the Subject Land in 2016 (Dealing Number 12621329) does not apply to the proposed development.

The LMA relates to an option deed entered into by the Urban Renewal Authority (Renewal SA) and Adelaide Capital Partners (ACP). The option deed provided ACP a right to purchase the land and develop the site for commercial use in accordance with an agreed Project Plan. The LMA establishes a framework for the design, implementation and funding of associated road and stormwater infrastructure should the ACP exercise their option under the deed and proceed with development of the site.

The proposed development is being undertaken by the Commissioner of Highways in conjunction with delivery of the T2D Project and therefore is not subject to the LMA.

A copy of the LMA is included in Appendix C.

3.6 Additional Approvals, Permits and Authorisations

In addition to obtaining Development Approval, the Department notes that approvals, permits and authorisations will be required under other legislation prior to commencement of operation of the SRF. These requirements will be pursued outside of the current development application process by the T2D Alliance as operator of the facility following contract award.

A key approval being progressed concurrent to this development application is in relation to compliance with EPA's Standard for the Production and Use of Waste Derived Fill 2013 (WDF Standard), as discussed below.

3.6.1 Approvals for the Production and Use of Waste Derived Fill

The beneficial use of waste derived materials recovered for re-use as fill must be undertaken in accordance with the EPA's *Standard for the Production and Use of Waste Derived Fill 2013* (WDF Standard).

The WDF Standard identifies the testing, submission and approval requirements for WDF. It also details the process of the Auditor Protocol to be followed and defines the role of the Site Contamination Auditor.

In accordance with the Auditor Protocol, and under the guidance of the EPA, the Department has:

- engaged an EPA accredited Site Contamination Auditor and independent environmental consultant.
- prepared a Preliminary Site Management Plan which defines the key technical and regulatory requirements for designing, constructing and operating the SRF. The Plan was developed in accordance with relevant EPA guidelines, including:
 - Bunding and Spill Management (2016)
 - Construction Environmental Management Plan Guideline (2021)
 - Standard for the Production and Use of Waste Derived Fill (2013)
 - Guidelines for Resource Recovery and Waste Transfer Depots (2001)

- Guideline for Stockpile Management (2020)
- Wastewater Lagoon Construction (2019).
- Commenced site investigations, including:
 - Soil, groundwater and surface water sampling for the purposes of establishing baseline site conditions
 - planning of the SRF to concept plan level
 - environmental and heritage investigations.

The Department has, and will continue to, actively engaged the EPA throughout the planning and implementation of the approach to spoil management for the T2D Project, including establishing T2D:EPA Working Groups.

Endorsement of the Final Site Management Plan by the EPA and EPA Accredited Site Contamination Auditor will be required for the establishment of the SRF at Gillman.

The Final Site Management Plan will be prepared by the T2D Alliance.

3.6.2 Other Environmental Permits and Approvals

The Department has undertaken a comprehensive Environment and Heritage Impact Assessment (EHIA) for the SRF site in its totality (incorporating Lot 501 and Lot 502). It has also considered a wider study area given the sensitive coastal environment. Additional environmental permits and licences may be required and will be obtained by the T2D Alliance following Development Approval and when further design and operational details are known.

The T2D Alliance will also need to demonstrate compliance with environmental legislation, policies and Departmental standards and requirements through the development and operation of the SRF.

Through that EHIA, and an associated self-assessment, it has been determined that no referral is required to the Minister for the Commonwealth Department of Climate Change, Energy, the Environment and Water under the Commonwealth *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act).

3.6.3 Traffic and Transport Approvals

The Department will make necessary adjustments to RAVnet to accommodate the spoil haulage vehicles in line with internal processes and approvals. It will also undertake any external road network upgrades in accordance with Departmental policies and the *Highways Act 1926*.

4 Subject Land and Locality Analysis

This section provides a description of the subject land and locality.

4.1 Description of Subject Land

The subject land consists of one parcel of land approximately 39.4ha in area located at 208 Eastern Parade, Gillman. It is formally identified as Piece 501 in Deposit Plan 121878, Certificate of Title Volume 6239 Folio 959 ('**Lot 501**'). A copy of the Certificate of Title is included in Appendix B.

The subject land is located within the local government area of the City of Port Adelaide Enfield (as shown in Figure 1 and detailed in Table 3).

The subject land together with adjoining land ('**Lot 502**') has been in the ownership of the Urban Renewal Authority² (trading as Renewal SA) since 2003 and collectively comprise 154.8 hectares. The low-lying nature of the site (approximately 0.5m AHD on average) has seen it left undeveloped for decades due to the need for significant filling to protect future development from the risk of sea water inundation and effectively manage stormwater processes.

Lots 501 and 502 are separated by a road reserve (historically noted as North Arm Road) that generally accommodates the alignment of the SEAGas high pressure gas pipeline from Port Campbell in Victoria to the Pelican Point Power Station on the Lefevre Peninsula.

This development application proposes to contribute to the economic potential of the site by filling most of the subject land. A separate development application will address the filling of land on the adjoining Lot 502 to reflect the staged delivery of T2D works (general earthworks and tunnel boring), and the need for further investigations to inform the stormwater management approach for Lot 502.

Part 1 (current application): 208 Eastern Parade, Gillman ('Lot 501')

Lot 501 is bordered by the Magazine Creek Wetlands to the north-west; a seawall and North Arm Road to the north-east; Port River Expressway (PREXY) to the south-east; and commercial / industrial uses (warehousing and truck freight garaging and maintenance) at 202-206 (Lot 1) and 210-212 (Lot 2) Eastern Parade, Gillman, to the south-west. Vehicle access is provided from Eastern Parade to the south-west via an existing 250 metre private access driveway. The southern portion of the driveway is shared with Lots 1 and 2 via a right-of-way.

The SEAGas pipeline runs along the northwestern boundary of the subject land and is buried within a raised bund.

The land is currently vacant but was historically used as the Dean Rifle Range (from 1887 to 2003).

² The Department has Memorandum of Administrative Arrangement with Renewal SA for the use of the site as a SRF.

Part 2 (separate application): Lot 506 North Arm Road, Dry Creek ('Lot 502')

Lot 502 is bordered by a seawall and vacant allotments to the west and north-west; a vacant allotment and resource recovery facilities to the north-east; and Lot 403 D118894, Range Creek Wetlands and the PREXY to the south-east. Vehicle access is provided from Hanson Road North, which is bordered by the Wingfield Resource Recovery Precinct to the east.

Two allotments (Pieces 506 and 507 D121878) to the north-west and north-east are owned by Renewal SA and are currently vacant / unused. Lot 403 and two allotments (Lots 201 and 202 D75338) to the north-east are privately owned and subject to earthworks and/or filling of land.

Table 3: Site details

Application approach	Street Address (as per SAILIS)	Plan and Lot	Certificate of Title	Valuation Number	Area	Zoning
Part 1 (Lot 501)	208 Eastern Parade, Gillman	D121878 QP501	CT6239/959	0404885431	39.4 ha	Strategic Employment Zone
Part 2 (Lot 502)	Lot 506 North Arm Road, Dry Creek	D121878 QP502		0632456823	115.4 ha	(Gillman Subzone)



Figure 1: Location of Subject Land

4.2 Context of Subject Land

The subject land is strategically located in Adelaide’s north-west traditional/freight and logistics/defence industry cluster, approximately 12km (in a direct line) north-west of the Adelaide central business district.

By road the land is 10km south-west of the Port of Adelaide container terminal and freight road-rail intermodal facility and 13km north of Adelaide Airport, with direct access to the national road network via PREXY via Eastern Parade (southwest of the site) and Hanson Road (northeast of the site). The site is also within proximity to strategic defence facilities of Edinburgh RAAF Base and Osborne Naval Shipyard.

The subject land is surrounded by commercial, industrial and waste receival land uses. There are no residential land uses within proximity to the subject site, with the nearest residents approximately 1km to the south in the suburbs of Ottoway and Rosewater. Residents of Port Adelaide, adjacent to Dock 1, are approximately 1.5km to the south-east.

The subject land is in proximity to several sensitive and protected aquatic and intertidal ecosystems, including the neighbouring Range and Magazine Wetlands and further to north the Barker Inlet – St Kilda Aquatic Reserve, and the Adelaide Dolphin Sanctuary.



Figure 2: Locality Context

5 Strategic Context

This section provides an overview of the strategic context of the proposed filling of the subject land at Gillman through reuse of spoil generated by the T2D Project.

5.1 Spoil Management for the T2D Project

Delivery of the T2D Project will involve construction of approximately 10kms of lowered motorways and tunnels, generating approximately 3.9 million m³ of spoil (or excess soil). Approximately 45% of the spoil (1.8 million m³) will be generated by bulk earthworks using earthmoving equipment from the T2D lowered motorways and tunnel portals (cut and cover sections). The remaining 55% (2.1 million m³) will be generated from construction of the tunnels by tunnel boring machines (TBMs).

The Department's approach to spoil management for the T2D Project is based on sustainability and waste minimisation principles and will deliver reuse of 93% of the spoil generated, excluding only the reuse of contaminated material.

The scale of spoil to be managed is unprecedented in South Australia and requires establishment of a dedicated SRF for its handling, storage, treatment and reuse.

5.1.1 Site Selection

The Department released an open call for expressions of interest in November 2021 to gain an understanding of options for managing spoil on the T2D Project (including storage, treatment, reuse and disposal) and market capability and capacity.

A multi-criteria assessment of private and State Government owned sites was undertaken in 2022 based on five key criteria: economic, environmental, social, technical and cost/risk. The assessment of sites gave consideration given to factors including distance from the T2D Project, capacity and ownership, statutory approvals and licences required, and existing facilities on the site.

The Gillman site was identified as the preferred site with favourable attributes including:

- Opportunity to maximise beneficial reuse of the spoil,
- Capacity to receive, treat and reuse the spoil,
- Reliability and resilience of the site to receive spoil through State Government ownership,
- Delivering State economic benefits through creation of increased land value of the site, and
- Alignment with State strategic directions for future use of the site as an employment hub.

5.2 Alignment with State and Local Government Strategies

This section outlines how the proposed development aligns with the relevant strategic plans and policy documents of both State Government and the City of Port Adelaide Enfield (Council).

5.2.1 Increasing the Supply of Development Ready Employment Land

The site is South Australian Government-owned land that has long been identified as being of economic importance to the State due to its size, proximity to international/national freight networks and major industry (including strategic Australian defence facilities), and its ability to accommodate activities that require 24/7 operations.

The strategic importance of the broader 'Gillman/Dry Creek Precinct' for employment was initially recognised in zoning for a Multi-Function Polis in the 1980s and, most recently, noted in the South Australian Government's **30-Year Plan for Greater Adelaide** (2017 Update), **2021 Employment Land Supply Report** and **Greater Adelaide Regional Plan Discussion Paper** (2023), as detailed in Table 4. The Council's **Economic Development Strategy 2020** also identifies the precinct on its pipeline of industrial land supply.

Formal master planning for the Gillman/Dry Creek Precinct was commissioned by Renewal SA in 2014 and involved detailed investigations and extensive stakeholder engagement. The master planning process led to rezoning of the precinct to Strategic Industry in 2015 and incorporation of the Gillman Concept Plan into the then Development Plan/s. This aligned the zoning of the site with the strategic vision for a range of employment generating activities supported by considerate hazard and environmental management and infrastructure planning.

The rezoning of the land resulted in an additional 395 hectares of zoned employment land being made available, making it the largest single source of vacant employment land in Greater Adelaide. However, as noted in the 2021 Employment Land Supply Report, 'significant site works are required' to make the land 'development ready'.


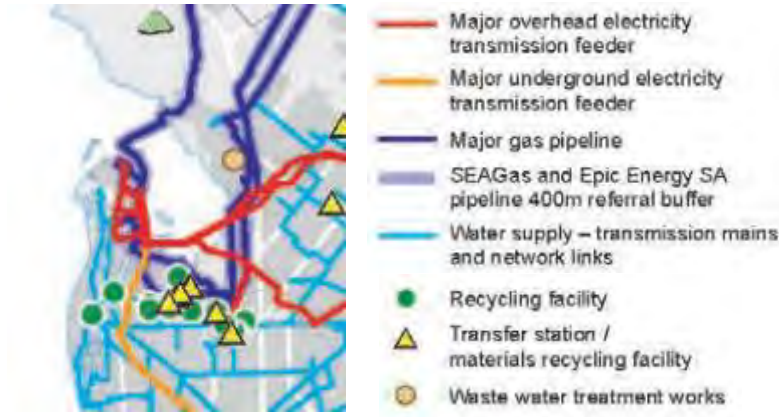
Specifically, the Code specifies minimum building site and floor levels of 3.7m AHD and 3.95m AHD respectively to mitigate potential flooding from sea inundation and support effective stormwater management. The average site level across the Subject Land is currently 0.5m AHD.

Since the rezoning, Renewal SA (as the land holder on behalf of the South Australian Government) has progressed filling and release to market of industrial allotments along Grand Trunkway and Inglis Court to the north of the subject land, as well as Lots 403, 201 and 202 to the south and north-west of the Subject Land.

Recent land supply analysis undertaken by the State Planning Commission found that 'to maintain a 15-year rolling supply of zoned [development ready] employment land, additional land may need to be brought on in about 10 years' (Greater Adelaide Regional Plan Discussion Paper, p151).

The use of the Gillman site as the SRF for the T2D Project will support transformation of the Gillman/Dry Creek Precinct into development-ready employment lands to meet Adelaide's land supply targets and generate economic uplift for the State.

Table 4: Relevant State and Local Government Strategies

State Government Strategies	
<p><u>30-Year Plan for Greater Adelaide - 2017 update</u> (30-Year Plan)</p>	<p>ECONOMY AND JOBS / TRANSPORT / MAJOR INFRASTRUCTURE</p> <p>The 30-Year Plan, which sets the direction for the future development of Greater Adelaide, identifies the Subject Land as a central element of the city's north-west industrial hub.</p> <p>As depicted in Figure , the Gillman/Dry Creek/Outer Harbor hub is strategically located in proximity to major national road, rail, sea and air freight networks and remote from sensitive land uses. This provides the zoned industrial areas with comparative advantage for businesses requiring 24/7 operations and connections to major freight networks.</p>  <p>Figure 3: Extract from Map 4 Business and Industry Clusters</p> <p>The 30-Year Plan also notes the proximity of Gillman to major gas, electricity and water infrastructure, as shown in Figure 3, and encourages facilitation of economic activity in such locations (Policy 84).</p>  <p>Figure 4: Extract from Map 9 Major Infrastructure</p> <p>Relevant Policies</p> <p>Economy and Jobs - Policy 56 Ensure there are suitable land supplies for the retail, commercial and industrial sectors.</p> <p>Manufacturing / Defence - Policy 68 Focus business clusters and manufacturing hubs around key transport infrastructure such as road, air rail, sea terminals and intermodal facilities to maximise the economic benefits of export infrastructure.</p>

State Government Strategies

Employment Land - Policy 73 Provide sufficient strategic employment land options with direct access to major freight routes to support activities that require separation from housing and other sensitive land uses.

Transport - Policy 74 Ensure development does not adversely impact the transport function of freight and/or major traffic routes and maintains access to markets.

Infrastructure – Policy 84 Protect major economic infrastructure such as airports, ports and intermodals from encroachment by incompatible development and facilitate further economic activity in these locations.

Land Supply Report for Greater Adelaide - Employment Land (2021)

Identifies the Gillman / Dry Creek precinct as the largest single source of vacant employment land in Greater Adelaide (p52).

Investment is required to get much of the vacant land supply in the precinct to a 'development ready' state.

Greater Adelaide Regional Plan (GARP) Discussion Paper (2023)

Reaffirms the Gillman / Wingfield / LeFevre Peninsula as a key business and industry cluster, with comparative advantage in traditional industries / freight and logistics, which require land buffered from sensitive uses and suitable for activities involving heavy vehicle movements.

The demand for employment lands in the Gillman area is being driven by investments in defence projects at Osborne and continued growth in advanced manufacturing.

To maintain a 15-year rolling supply of zoned employment land, additional land may need to be brought online in about 10 years (2034).

The Gillman area is identified as a proposed investigation area to support employment growth (Figure 4).

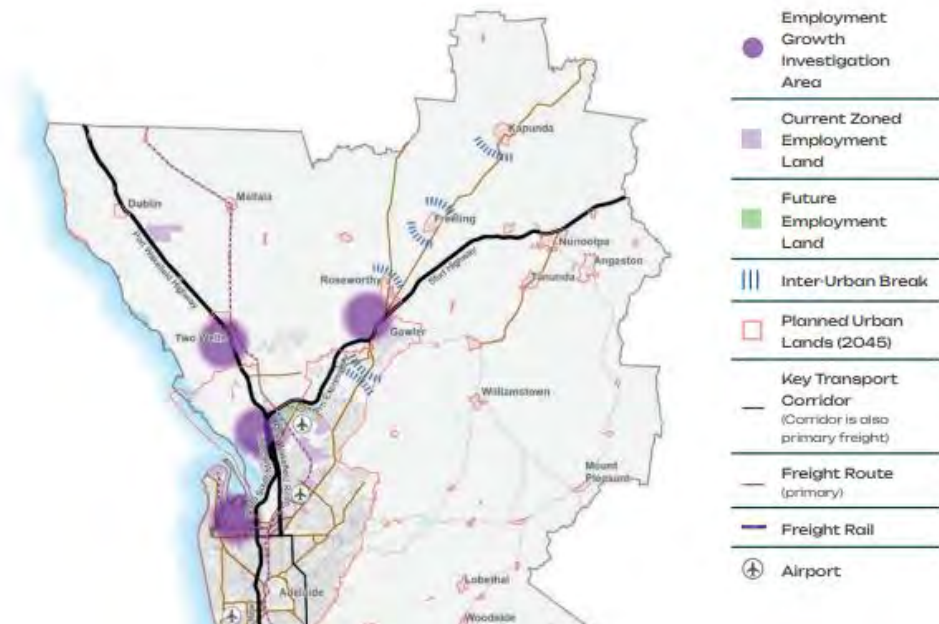


Figure 5: Extract from Figure 15 Proposed Areas of Investigation: Employment Growth

City of Port Adelaide Enfield Strategies	
<p><u>City Plan 2030 (2016)</u></p>	<p>The primary Plan outlining the aspirations and strategic goals of Council.</p> <p>The Council's economic vision includes "known as the home of Australia's defence ship building program and the State's sea freight hub, PAE boasts a range of employment opportunities and is the engine room of the South Australian economy." (p9)</p> <p>Relevant economic strategies:</p> <ul style="list-style-type: none"> ▪ Support existing business and attract new investment and innovation. ▪ Secure local content and local job opportunities in the defence supply chain.
<p><u>Economic Development Strategy (2016)</u></p>	<p>Supply of industrial land is key to economic growth of any community.</p> <p>In addition to well established industrial hubs, "major projects and strategic planning by PAE, Renewal SA and neighbouring Councils have provided a robust pipeline of industry land supply, including the Gillman industrial land precinct" (p79)</p>

5.2.2 Contributing to Local and Global Environmental Outcomes

Sustainability and waste minimisation has been at the forefront of the Department's planning for management of spoil generated by the T2D Project. Working closely with the SA EPA, and drawing on interstate and international experience, the final spoil strategy will deliver reuse of 93% of the spoil generated, excluding only the reuse of any contaminated material. In doing so, the Proposed Development will contribute to achieving **South Australia's Waste Strategy 2020-2025** target of zero avoidable waste to landfill by 2030.

Planning for the proposed SRF has also involved the Department undertaking the most comprehensive environmental, heritage and geotechnical investigations for the precinct in more than a decade. The findings of the investigations have informed the design of the proposed development and will guide the Site Management Plan for construction and operation of the SRF. In doing so, the Department is seeking to ensure the design and operation of the facility sustains environmental attributes of the area.

Particular attention will be given to surface water management, in terms of both quality and quantity, to protect, and potentially enhance, the neighbouring wetland (Magazine Creek) in alignment with biodiversity policies of the **30-Year Plan** and Council's **City Plan** and **Environment Strategy**.

Hazard mitigation and improving resilience of the site to climate change impacts also underpin the Proposed Development, which will raise the ground level of the site to at least 3.7 metres AHD. In doing so, the risk to future development on the site being subject to terrestrial and coastal flooding including as result of climate change, will be mitigated. This supports the hazard avoidance policies and strategies of the **30-Year Plan** and Council's **City Plan** and **Environment Strategy**.

State Government Strategies

30-Year Plan for Greater Adelaide - 2017 update
(30-Year Plan)

BIODIVERSITY

Policy 97 Minimise or offset the loss of biodiversity where this is possible and avoid such impacts where these cannot be mitigated (for areas not covered by the *Native Vegetation Act 1991*)

EMERGENCY MANAGEMENT AND HAZARD AVOIDANCE

Policy 118 Minimise risk to people, property and the environment from exposure to hazards (including terrestrial and coastal flooding, acid sulphate soils) by designing and planning for development in accordance with a risk hierarchy of avoidance, adaption and protection.



Figure 6: Extract of Map 13, Emergency Management and Hazards, 30-Year Plan

South Australia's Waste Strategy 2020 - 2025

Overall Target:

Zero avoidable waste to landfill by 2030

Target for Construction and Demolition:

95% of waste diverted from landfill by 2025

City Plan 2030 (2016)

The City Plan's environment and heritage vision includes "Our coast, estuaries, waterways and wetlands are healthy. We collaborate to protect and restore the ecological and cultural values of our coastal environments and the catchments of the Port River and River Torrens" and "We are well prepared to manage the impacts and mitigate the risks of natural hazards and disasters."

Relevant environment and heritage strategies:

- Accelerate actions to adapt to climate change and to reduce greenhouse gas emissions
- Foster climate and water sensitive and energy efficient development of all scales
- Protect and restore our rivers, coasts, water dependent and estuarine environments

	<ul style="list-style-type: none"> ▪ Plan for and manage the impacts of natural hazards and disasters.
<p><u>Living Environment Strategy 2017-2022</u></p>	<p>This strategy includes the following relevant strategic outcomes:</p> <ul style="list-style-type: none"> • Environment and ecosystems – the natural environment and ecological assets of the region will be protected, enhanced, and promoted by Council and the city’s residential and business communities. • Environment and climate change – the region’s economy, community, and environment will be resilient and adaptive to the impacts of climate change and will have reduced greenhouse gas emissions.
<p><u>Community Land Management Plan – Wetlands (2019)</u></p>	<p>The Plan provides a framework for management of the Magazine Creek and Range Wetlands for the purposes:</p> <ul style="list-style-type: none"> ▪ Using the land as wetland areas and for stormwater drainage and pondage to manage the collection, treatment and disposal of stormwater, and ▪ Conserving and protecting the native vegetation and fauna of the land and to maintain, restore and enhance its biodiversity condition and value.

5.3 Summary

The proposed development will enable the re-use of spoil material within a currently vacant and underutilised site at Gillman for the purposes of both re-using excess soil generated from the construction of the T2D Project, as well as filling the site to enable the future development of an industrial precinct as envisaged in the State and Local Government strategic plans.

The proposed activities will contribute towards achieving many of the State Government’s Objectives and Targets of the above strategies by:

- enabling appropriate disposal and re-use of waste-derived fill thereby reducing construction waste,
- being undertaken in a manner that protects the biodiversity of the neighbouring wetlands and ecosystems,
- reduces any risk of exposure of future development on the site from flooding by raising the ground level to 3.7m AHD, and
- enhancing the value and development potential of currently vacant land at Gillman, creating employment opportunities both during its operation and future redevelopment.

6 Development Proposal

This section outlines the details of the development proposed for the subject land and the staged approach sought for the Development Approval.

6.1 Description of Proposed Development

The development proposal is for establishment of a SRF to receive, treat and re-use the surplus soil (known as spoil) that will be generated through construction of the T2D Project. It comprises:

- Change in the use of land to a SRF – this is an undefined use within the Code
- Filling of land – by virtue of being with the Coastal Areas Overlay
- Construction of infrastructure and facilities to support the operations of the SRF and filling of land.

The proposed SRF will be undertaken in two parts to reflect the timing of production of spoil during construction of the T2D Project and the additional lead time required to determine the extent of potential use of Lot 502.

The current application (Part 1) relates to re-use of spoil generated by both the bulk earthworks and by the TBMs as part of the construction of the tunnels. The application seeks a staged consent, with Stage 1 being for the filling of the subject land to 3.7m AHD (including temporary preload surcharge to 8.0m AHD), and Stage 2 being for the construction of the associated facilities to support the receipt, treatment and re-use of spoil. The staging will allow the preparation for and potential filling of land to commence while the final details regarding the site facilities are resolved following appointment of the T2D Alliance.

Part 2 of the SRF will be addressed via separate development application when further details are known in respect to the final volume of spoil to be generated and the filling strategy that may be required for Lot 502 based on the detailed designs to be developed by the T2D Alliance following contract award.

6.2 Staged Development Approach

The proposed development is proposed to be staged as follows:

Stage 1 – Change in Land Use and Filling of Land

- Change in the use of land to a SRF
- Earthworks to fill land to 3.7m AHD, including temporary preload surcharge to 8.0m AHD.

Stage 2 - Spoil Management Facilities

The following temporary facilities are proposed to be constructed to operate the SRF:

- Gatehouse and vehicle weighing facilities
- Spoil material delivery facilities, including truck staging and turnaround areas
- Spoil receipt, handling and treatment area
- Vehicle, plant and equipment parking / storage, workshop and refuelling facilities
- Vehicle washdown facility
- Site compound and amenities (e.g. crib facilities, office buildings, ablutions, car parking)
- General storage
- Storage of chemicals and fuels (less than 100m³ in volume)
- Maintenance area
- Site drainage, sediment basins and water treatment facilities
- Lighting
- Signage
- Security fencing more than 2.1m in height.

6.3 SRF Operations and Filling Process

The Department estimates that approximately 3.9 million m³ (in situ volume based on T2D Reference Design 2022) will be produced during construction of the T2D Project. The actual volume will be determined based on the final detailed design, which will be available following award of the contract for delivery of the T2D Project in late 2024.

As there are limited opportunities for re-use at the project construction site, the spoil will be moved directly off-site to the SRF.

Upon arrival at the SRF, the spoil needs to be managed in two different ways:

- *Spoil that requires little or no treatment to be re-used.* This is the surface bulk earthworks excavation where materials are excavated in situ directly from the ground by an excavator into a truck and do not require treatment, or require minimal treatment, before being able to be used as engineered fill.

Timing: generation of bulk spoil will commence in early 2025.

- *Spoil that requires treatment before it can be re-used.* Excavation by TBM requires the addition of water and / or other additives to enable the spoil to be extracted from the cutting face, through the TBM, the constructed tunnel extent then up to the surface and into trucks. Due to this process the spoil from the TBM will be over-wet and anticipated to exceed the optimum moisture content. This material requires treatment to reduce its water content before being able to be used as engineered fill.

OFFICIAL

Timing: generation of spoil from the TBMs will commence in late 2025 / early 2026 subject to construction timeframes.

During average delivery demand one spoil truck (consisting of a truck and dog trailer) will be arriving at the SRF every 3-4 minutes. With this delivery frequency the rate of spoil receipt, including the layout and processing of spoil at the SRF needs to be well planned and operate efficiently.

As the T2D Project Design is still in development and the final spoil volumes have yet to be estimated, a two-pronged approach has been adopted in which the T2D Reference Design has been used to develop a concept layout design for the filling of Lot 501 (Part 1) to accommodate bulk earth fill in the first instance then spoil from tunnelling using TBMs.

Part 1 will apply to Lot 501 and allows for a significant volume of spoil to be accommodated. The extent of need for and approach to utilising Lot 502 for fill will be determined when further details, spoil volumes and TBM spoil treatment processes are known following contract award. A Part 2 application will be prepared in line with an updated Filling Strategy as required.

The initial SRF filling strategy assumes Part 1 can initially accommodate early construction spoil delivered from early 2025. The first TBM spoil is estimated to be delivered in late 2025 or early 2026, subject to the construction schedule proposed by the T2D Alliance.

When a truck and dog trailer arrive with spoil at the SRF the following will occur:

1. The 'on road' truck and dog trailer will enter the site and proceed to the gatehouse to weigh in and record the load arriving at the SRF in accordance with the project's waste tracking system. The spoil will also be visually inspected before proceeding.
2. If the spoil being delivered meets the optimum moisture content (such as the surface bulk earthwork material) and can be used as engineered fill straight away, the spoil will be offloaded onto the spoil handling area for immediate transfer to a spoil placement area.
3. If the spoil being delivered exceeds the optimum moisture content (such as the TBM material) the spoil will be offloaded onto the spoil handling area for treatment before being transferred to the spoil placement area. Letting the water seep out or evaporate (dewatering), windrowing and drying by mixing and blending are ways that soil moisture content can be reduced. The spoil handling areas will be constructed in a way to contain and provide control of all water draining from the spoil.
4. The 'on road' truck and trailer will then proceed to the vehicle washdown and truck tub clean out facility for cleaning before departing the SRF for their next load of spoil from the construction site. The site drainage retains the washdown water for retention in the lined sediment basins and treated before on-site re-use or disposal.
5. Larger 'off road' earthmoving equipment (including an articulated dump truck or 'moxy') will then be used to transfer spoil along internal haul roads from the spoil handling area to the spoil placement area. This will be undertaken in accordance with the SRF Filling Strategy and the requirements in the CSCR. The off-road earthmoving equipment do not leave the SRF.
6. The T2D Alliance's fill treatment, placement, and compaction methodology will be applied in accordance with the Site Management Plan which includes an SRF Filling Strategy. The SRF Filling Strategy will consider the technical requirements of the intended end land use being a commercial/industrial development.
7. As part of the SRF Filling Strategy, an inspection and testing plan will be implemented for the SRF to comply with "Level 1 Inspection and Testing" requirements of AS 3798 Guidelines for earthworks for commercial and residential developments for the duration of the SRF's operation.
8. The equipment that will be operating in the SRF are anticipated to be those listed in Table 5.

Table 5: Anticipated SRF Equipment

EQUIPMENT	USE
Tandem tipped and dog trailers	'On road' trucks and trailers that transport the spoil from the construction site to the SRF.
Cars and utilities	Vehicles used by workers at the site.
Semi-trailers	Bulk deliveries, including fuel for the 'off road' earthmoving equipment.
Small to medium trucks	Delivery of routine supplies to SRF.
Articulated dump trucks	Larger 'off road' dump trucks that move spoil within the SRF and the spoil placement area.
Front end loaders	Loaders to transfer the spoil from the spoil handling area into the articulated dump trucks for transport to the spoil placement area.
Bulldozers	To spread spoil within the spoil placement area.
Rollers	To compact spoil within the spoil placement area.
Excavators	To move the spoil in the spoil placement area and assist with spoil treatment where required.
Water tankers	To suppress dust on the haul roads within the spoil placement area.



Figure 7: Example of a gatehouse and weigh in facility



Figure 8: An example of a spoil receival and handling area



Figure 9: An example of an 'on road' truck and dog trailer combination



Figure 10: An example of an 'off-road' front end loader



Figure 3: An example of an 'off-road' articulated dump truck or 'moxy'



Figure 4: An example of an 'off'-road' bulldozer used in the spoil placement area.

6.3.1 Fill placement requirements

Following the conclusion of filling of land and cessation of the SRF, the final land use will be commercial/industrial (subject to relevant approvals) with a finished ground design level (post-settlement) of between 3.7 and 4.2m AHD. However, in the operational phase of the SRF, and to achieve the design level, there will be a pre-load level above the engineered fill layers to 8.0m AHD. Fill will be placed in accordance with Figure 5, with an engineered embankment design employed to ensure that it is inherently stable under environmental and operational conditions.

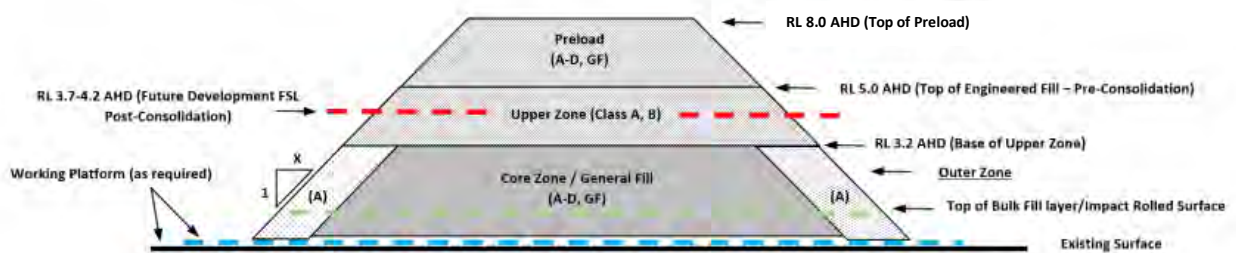


Figure 5: Typical fill formation - conceptual

6.3.2 Proposed temporary site facilities

The proposed SRF will include a range of temporary facilities to enable the safe operations of the site for the duration of the filling activities. This is expected to include site office buildings with staff amenities, staff car parking, workshops and sheds for the storage of vehicles and goods, washdown facilities for trucks and trailers, weighbridges, water tanks and fuel storage facilities in the form of self-bunded fuel tanks with a total volume less than 100m³ or 100,000 litres (see Figure 6).

The exact layout and design of these facilities will be determined by the T2D Alliance after contract award, but permanent (albeit retained on-site temporarily) and relocatable buildings are anticipated in a form consistent with the character of the locality. Therefore, the attached plans and drawings (see Appendix D) are preliminary only for the purposes of the development application's assessment and final plans are expected to be submitted in early 2025 once these have been developed. The staged approach to the development application is intended to facilitate this while early site preparation and potential filling can occur as T2D Project earthworks commence.

The Department is seeking that the provision of final plans and details (including materials and finishes) be conditioned as part of the Development Approval to allow for greater flexibility for the T2D Alliance. Should significant departures arise in the detailed design phase, a variation development application may be lodged by the T2D Alliance.



Figure 6: Example of a self-bunded aboveground fuel tank

6.3.3 Proposed hours of operation

The proposed SRF will operate 24 hours per day, 7 days per week for the duration of the construction of the T2D Project, which is scheduled to be complete by the end of 2031.

6.3.4 Proposed access arrangements

Access to the Gillman SRF will be via Hanson Road and Eastern Parade to accommodate the anticipated traffic volumes generated by the proposed development, as shown in Figure :

- Hanson Road – all movements permitted in and out of the site, including private haul road across the south-eastern boundary of Lot 502.
- Eastern Parade – all movements permitted in and out of the site via a driveway. However, while general SRF traffic and traffic associated with existing businesses adjacent to the site will have unrestricted access, trucks hauling spoil will have some restrictions applied through a traffic management approach.



Figure 7: Proposed access to Lot 502

The SRF is proposed to be accessed via both Hanson Road and Eastern Parade. Under circumstances where either access point is impeded or unavailable, the SRF is to be capable of operating by either single access (both ingress and egress).

The proposed access arrangements and upgrades are consistent with the Gillman Concept Plan and do not impede future access and active travel movements. However, the SRF is not delivering a formal road along the 'handle' of Lot 501 as envisaged in the Concept Plan, nor formal roads through Lot 502 (neither of which is development); this will be the responsibility of Renewal SA or other proponents in the future development of the land once the filling of the land has ceased and the SRF discontinued.

Hanson Road north of the PREXY is currently a single lane bidirectional road with no visible drainage or lighting. It is gazetted for 26m B-Double trucks and similar size trucks to those anticipated to be accessing the SRF use this section of Hanson Road to access the waste and recycling centres on the eastern side of the road. Any permits and/or adjustments to the Department's RAVnet to accommodate the spoil haulage vehicles will be managed by the Department.

The Department will upgrade Hanson Road north of the PREXY as part of early works to support the SRF (not development), while also retaining existing access arrangements for neighbouring properties and ensuring safe interfaces with the Port River Bikeway.

The Eastern Parade access for spoil haulage vehicles is to be via left in / left out only due to proximity to the Eastern Parade / PREXY intersection, requiring a circuitous route from the PREXY via Perkins Drive as shown in Figure 8. This will be governed by a traffic management approach as general access to the SRF by staff and delivery vehicles (e.g. fuel deliveries), as well as access to the existing businesses adjacent to the SRF, will be provided via an unrestricted movement from Eastern Parade. The existing egress only point will be modified to suit.

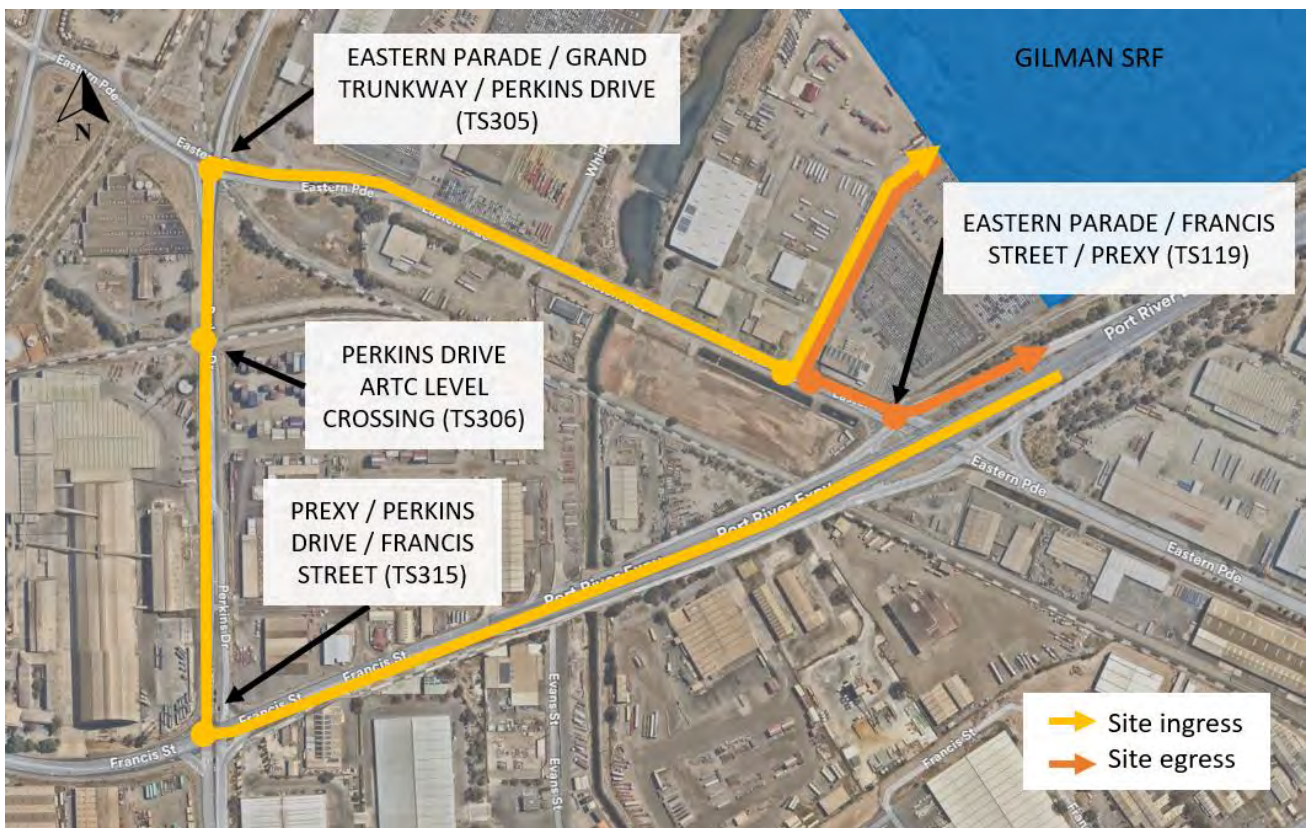


Figure 8: Spoil haulage route from Port River Expressway to Eastern Parade driveway

Anticipated SRF Vehicle Movements

SRF traffic will consist of spoil trucks, staff vehicles, and deliveries (fuel and other necessary goods).

The maximum quantity of spoil trucks is estimated to occur in early 2028; at this point in the T2D program an estimated maximum excavation will be occurring with both surface excavation and tunnelling by TBM. 33 trucks per hour is estimated based on a 12-hour surface excavation shift per day (23 per hour if using a 24-hour excavation schedule).

At 33 vehicles per hour, a truck arrives at the SRF approximately every two minutes, with exit following unloading. At 23 vehicles per hour, a truck will be arriving approximately every 2-3 minutes.

Fuel and miscellaneous deliveries may be limited at peak hour. Staff trips are estimated at 30 per day for Lot 501 and 502 combined. For the purposes of this application, a conservative estimate of 100% of staff requirement needed for Lot 501, 10% arrive in single vehicles and all are expected to arrive through Eastern Parade for the purpose of this assessment.

Table 6: SRF Generated Traffic

VEHICLE PURPOSE	VEHICLE TYPE	GENERATED TRIPS PER DAY (ONE-WAY)	ESTIMATED PEAK HOUR TRIPS
Spoil Haulage	23m Rigid Truck and Dog	544 (Maximum)	33 (Maximum)
		280 (Average)	17 (Average)
Staff Trips - On-site staff over two shifts	Light Vehicles	30	12
Fuel Delivery – fuel for on-site vehicles and machinery	19m Semi-Trailer	1	-
Miscellaneous deliveries	8.8m Heavy Vehicles	3	-

Overall traffic volumes

The maximum estimated total daily volumes for the Gillman SRF at the peak of construction, based on estimates of peak concurrent surface excavations and TBM spoil movements, is outlined in

Table 7. Given the ability for either of the Eastern Parade or Hanson Road access to accommodate traffic movements, an assessment has been done on the assumption that 100% of movements will be via Eastern Parade and considered movements from existing businesses as a worst-case scenario.

Table 7: Total Daily Volumes

VEHICLE TYPE	VEHICLE PURPOSE	PROJECT GENERATED TRIPS (ONE-WAY)	EXISTING BUSINESS TRIPS (ONE WAY)	TOTAL TRIPS (ONE WAY)
Heavy Vehicles	Spoil Haulage, fuel, deliveries/ large and heavy large vehicle, etc	544 (Maximum) 280 (Average)	218 (Average)	762 (Maximum) 498 (Average)
Light Vehicles	Staff Vehicles	30	70 (Average)	100

544 is the maximum number of trips generated by the T2D Project based on peak concurrent surface excavations and tunnelling by TBM stated within the preliminary T2D construction program. An average of 280 spoil trucks per day has been calculated across the construction program.

A total peak hour demand volume using the Eastern Parade Access can be found in Table 8.

Table 8: Total Peak Hourly Volumes

VEHICLE TYPE	VEHICLE PURPOSE	PROJECT GENERATED TRIPS (ONE-WAY)	EXISTING BUSINESS TRIPS (ONE WAY)	TOTAL TRIPS (ONE WAY)
Heavy Vehicles	Spoil Haulage, fuel, deliveries/ large and heavy large vehicle, etc	33 (Maximum) 17 (Average)	26	59 (Maximum) 43 (Average)
Light Vehicles	Staff Vehicles	12	9	21

For egress of the site at Eastern Parade, queues for spoil haulage vehicles turning left-out of the Lot 501 Access Driveway are to be contained within the site boundary. The low AADT of this portion of Eastern Parade suggests that delays incurred waiting for a safe gap will not be significant. Given the low volumes of traffic on Hanson Road and the lack of development within Gillman at the point of intersection of Lot 502 with the road, there is not expected to be any impact upon traffic from trucks entering or exiting the site.

The impact of project generated traffic at signalised intersections on the surrounding road network was undertaken by the Department in previous assessments. SIDRA Intersection traffic modelling for AM and PM peak hours indicated that for the SRF operational scenario:

- At the intersection of Hanson Road / PREXY: Additional vehicles associated with spoil haulage (turning right onto Hanson Road north to ingress and left from Hanson Road north to egress) do not result in any queue overflow on the intersection and do not result in any significant impact to the intersection’s performance.
- At the intersection of Eastern Parade / PREXY: Additional vehicles associated with spoil haulage (turning left onto PREXY to egress) do not result in any queue overflow on the intersection and do not result in any significant impact to the intersection’s performance.
- For ingress via the Lot 501 Access Driveway, spoil haulage vehicles must turn right at the intersections of PREXY / Perkins Drive / Francis Street and Eastern Parade / Grand Trunkway / Perkins Drive to enter the Lot 501 Access Driveway by turning left in. Modelling indicated that existing right turn short lane storage at both of these intersections was insufficient to contain project generated traffic at the peak spoil haulage rate during the

intersection peak hours. The Department is to consider whether intersection upgrades are required given proposed additional SRF access via Hanson Road.

Any permits and/or adjustments to the Department’s RAVnet to accommodate the spoil haulage vehicles will be managed by the Department.

Public and Active Transport

There is no anticipated increase in pedestrian volumes or impact on active and public transport routes associated with the proposed Lot 501 development. No additional pedestrian or cyclist infrastructure has been proposed.

6.3.5 Lighting Requirements

To enable 24-hour access and operation of Lot 501 (and Lot 502) both permanent (non-relocatable) and temporary (relocatable) lighting will be required for the duration of spoil delivery to the site.

The anticipated lighting requirements are summarised in Table 9.

Table 9: Anticipated lighting requirements for the SRF

LOCATION	LIGHTING REQUIREMENT
Upgrades to Hanson Road and Eastern Parade (access roads) <i>Permanent (non-relocatable)</i>	<ul style="list-style-type: none"> Upgraded intersection and approach road - Eastern Parade Upgraded approach road - Hanson Road North
Within Lot 501 <i>Permanent (non-relocatable)</i>	<ul style="list-style-type: none"> Gatehouse and vehicle weighing facilities Spoil delivery facilities including truck staging and truck turnaround areas Internal sealed access roads (for road-based trucks) Spoil handling and treatment area Vehicle, plant and equipment parking and storage Vehicle washdown, truck tub clean-out facility Site compound and amenities for operational staff and workforce (inc. crib facilities, office buildings, car parking, general storage and maintenance areas) LED or rotating light warning beacons
Within Lot 501 <i>temporary (relocatable)</i>	<ul style="list-style-type: none"> Internal unsealed access roads (for off-road based trucks and machinery) Spoil placement area.

The proposed upgrades at the access points from Eastern Parade and Hanson Road will require the installation of permanent (non-relocatable) lighting, designed and operated in accordance with AS/NZS 1158 Standard Series: Lighting for roads and public spaces.

Permanent lighting for the operation of the infrastructure in the SRF will also be designed and operated in accordance with AS/NZS 1158 Standard Series: Lighting for roads and public spaces during detailed design. The distribution of light and light poles will be restricted only to the areas where absolutely required and lighting can be selected and installed to only have downward light distribution to minimise upward light ratio (direct spill light into the sky). In certain locations capability for smart lighting controls to dim lights to a lower output level during times of inactivity to improve energy efficiency and reduce unnecessary light output may be considered for the site

OFFICIAL

Lighting for site facilities, and some aspects of external lighting in immediate proximity to the site facilities will be designed and operated in accordance with AS/NZS 1680 Interior and workplace lighting.

Temporary (relocatable) external lighting is anticipated, specifically for the changing internal unsealed access roads and spoil placement area. Mobile light towers are proposed as the lighting solution for these areas as they provide the flexibility required to accommodate the changing lighting conditions and locations over time.

7 Site Investigations

This section summarises the site and environmental investigations undertaken by the Department to support the establishment of the SRF.

7.1 Investigations Approach

The Department has undertaken a series of investigations for the entirety of the proposed SRF site (incorporating Lots 501 and 502), as part of an EHIA. The EHIA Report is being prepared in line with the Department's Master Specifications for major infrastructure projects and provides a comprehensive assessment of the relevant environmental and heritage issues and how they are to be addressed. As the EHIAR also relates to Part 2 (Lot 502), and the extent of impacts is still being determined, it is still in the process of being finalised. Elements of the report that are relevant to assessment of the current application are summarised in the following sections.

7.2 Ecology

Investigations Undertaken:

- Desktop and Site Flora and Fauna Survey, December 2023, EBS Ecology
- Ecological Assessment Report, March 2024, EBS Ecology
- EPBC Act Self-Assessment, March 2024, EBS Ecology
- Gillman Site Marine Ecological Survey, December 2023, SEA (Social & Ecological Assessment Pty Ltd)

Key findings:

- The subject land is located on habitat that is dominated by exotic flora species.
- No trees meeting the definition of Regulated or Significant trees under the PDI Act were found. All trees were either planted or exotic.
- The Subtropical and Temperate Coastal Saltmarsh which is a threatened ecological community (TEC) listed as Vulnerable under the EPBC Act was identified within the Study Area. Direct impact upon the TEC as a result of the proposed works is minimal.
- Two *National Parks and Wildlife Act 1972* (NPW Act) threatened fauna species and one EPBC listed threatened species were observed utilising the Study Area.
 - Sharp-tailed Sandpipers (*Calidris acuminata*) – EPBC Act listed as 'Vulnerable' and 'Migratory'
 - Little Egret (*Egretta garzetta nigripes*) – NPW Act listed as 'Rare'.

- No flora species listed as threatened under the EPBC Act or NPW Act were observed during the field survey of the subject land; however, the EPBC Act Vulnerable plant *Tecticornia flabelliformis* may have been present but undetected in the most frequently inundated parts of the study area.
- An EPBC Act Referral was deemed not required as there will not be a significant impact upon ecological communities.
- During site construction and operation, ensure all offsite impacts are avoided. Considering adjacent wetlands, water quality impacts from acid sulphate soil leaching must be avoided during construction and in the ongoing operational phases of the SRF. This is low likelihood given the site will be built up (no excavation) and managed in accordance with the WDF SMP.

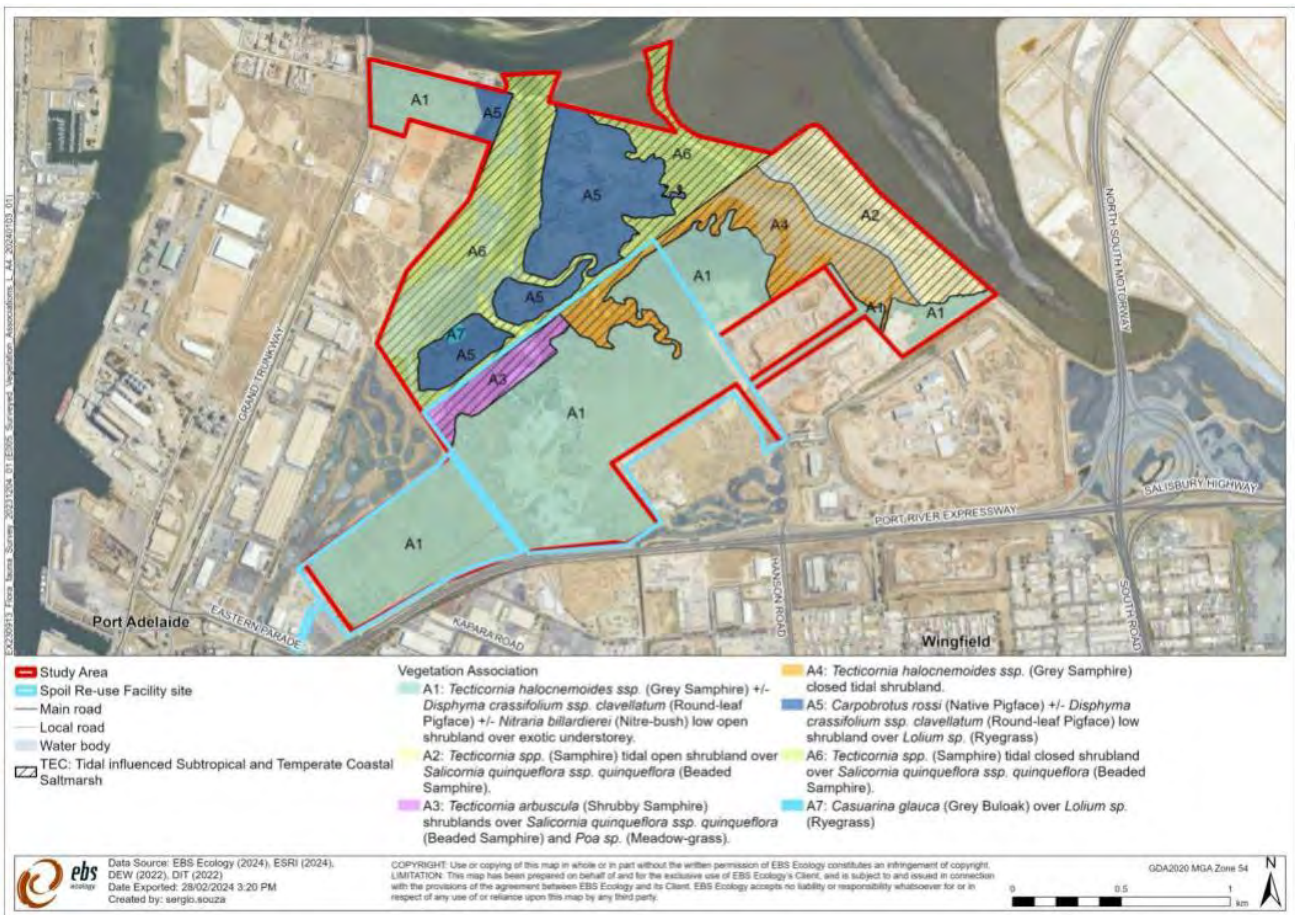


Figure 9: Vegetation associations and ecological communities within the Study Area (EBS 2024)

7.3 Aboriginal and Non-Aboriginal Heritage

Investigations Undertaken:

- Gillman Spoil Re-use Facility Desktop Heritage Assessment, November 2023, Independent Heritage Consultants
- Gillman Spoil Re-use Facility Taa Wika Register search for registered heritage sites, June 2023, Department for Infrastructure and Transport

- Desktop Non-Aboriginal Heritage Assessment, September 2023, Department for Infrastructure and Transport

Key Findings:

- The Subject Land does not encroach on any designated Kurna Peoples Native Title Claim Area and none of the designated Native Title Land will be impacted or modified by the proposed development.
- There are no known Aboriginal heritage sites or objects recorded within the proposed SRF site, or in immediate proximity. There is a risk, as for any project, of encountering unknown cultural heritage sites / objects / remains. The Attorney-General's Department, Aboriginal Affairs and Reconciliation (AGD-AAR) advises that certain features are more likely to pose a higher risk for the discovery of Aboriginal sites and objects. Of the eight landscape features, four occur (or previously occurred) in and around the immediate proximity of the SRF site:
 - Clay pans, lakes, rivers and estuaries may contain stone artefact scatters, shell middens, rock art, campsites and stone arrangements. These landscape features may also be considered cultural sites by Aboriginal people.
 - Dunes and sand hills may include stone artefact scatters, campsites and burials. These landscape features may also be considered cultural sites by Aboriginal people.
 - Areas within close proximity to creeks, rivers, watercourses, lakes, waterholes, rock holes, wells and springs, whether permanent, seasonal or ephemeral, may also contain campsites, stone artefact scatters, burials and other signs of Aboriginal occupation, especially in arid zones.
 - Areas in close proximity to the coast may include campsites, stone artefact scatters, shell middens and burials.
- Potential direct and indirect impacts that affect known non-Aboriginal heritage will not occur during establishment and operation of the SRF. The nearest heritage place is the State Heritage listed North Arm Road Bridge (Heritage Number 2972), located approximately 500m north-west of the site on North Arm Road – at the northernmost point of the Magazine Creek Wetlands – refer to [Figure 10](#).



Figure 10: Heritage Place locations. Source: SAPPA

- The CEMP will incorporate measures to ensure unknown finds of Aboriginal and Non-Aboriginal Heritage are managed in accordance with legislative requirements.

7.4 Noise and Vibration

Investigations Undertaken:

- Preliminary Environmental Noise Assessment Technical Note, February 2024, Mott MacDonald

Key Findings:

- There are no noise sensitive receivers as defined by the SA EPA to the north, east or west of the site. The nearest residential dwellings are located approximately one kilometre south of the site in the suburb of Ottoway, separated by an area of Strategic Employment Zone land and the PREXY.
- Activity at the site was modelled for both daytime and night-time periods, each with and without mitigation measures. Without mitigation measures, the modelling indicated that the target noise levels will be exceeded during worst-case operational and meteorological conditions.
- With reasonable and practicable mitigation measures implemented, the modelling indicated that the target noise levels can be met at the closest residences. The reasonable and practicable mitigation measures that were considered for the modelling include the following:

- procurement of low noise plant, or plant that does not exceed the typical noise emission levels
 - use of broadband rather than tonal reversing beepers on all mobile plant; and,
 - restricting the operation of material handling plant (dozers, excavators, front end loaders) at night such that they only operate at grade and behind stockpiles or benches.
- Details of actual plant and operations will be determined by the T2D Alliance upon contract award. Noise will be managed in accordance with a CEMP with a subplan or provisions for noise management. The plan shall identify all reasonable and practicable measures that minimise noise emissions from the facility and aim to achieve the target noise levels and demonstrate compliance with EP Noise Policies.

7.5 Air Quality

Investigations Undertaken:

- Air Quality Technical Note, November 2023, Mott MacDonald

Key Findings:

- As the SRF will not be licensed to receive contaminated spoil, the assessment determined that the potential for odour emissions to be generated during construction or operation of the Proposed Development is highly unlikely.
- The site has the potential to emit dust (in the form of total suspended particulates (TSP), particles with a diameter of 10 micrometres or less (PM10), particles with a diameter of 2.5 micrometres or less (PM2.5) and odour emissions from the following sources:
 - The construction of the facility infrastructure, such as roads, fences, drains and buildings, which will involve earthworks, excavation, drilling and cutting.
 - The bulk earthworks spoil will contain fine particles that may become airborne when disturbed or exposed to wind.
 - The receipt, storage, treatment and containment of the spoil, which may involve activities such as loading, unloading, stockpiling, screening, mixing, compacting and covering.
 - The transport of the spoil to the facility, which may generate dust from vehicle movements, tyre wear and spillage.
 - Diesel exhaust emissions from mobile plant.
- Dust suppression activities will be undertaken in accordance with a CEMP, with environment inspections to include dust observations, records and mitigation measure inspection results. Activities will include:
 - A mobile water cart will be used to minimise dust along site roads (sealed and unsealed) and exposed areas.

- The use of polymer/dust suppressant on traffic areas and / or stockpiles.
- Vehicle loads on public roads to be covered when carrying dust generating material.
- Setting speed limits for on-site vehicles on unsealed surfaces to reduce dust as far as reasonably practicable.
- Consideration of weather patterns, ground cover, ground conditions e.g. type and moisture content of soil present, and type of activities being conducted as well as proximity to sensitive receptor locations.
- Management of stockpile areas to minimise dust (e.g., through compaction, lining, covering, wetting or use of a binding agent).

7.6 Surface Water (Quality and Quantity)

Investigations Undertaken:

- Surface Water Technical Note, February 2024, Mott MacDonald

Other Studies Considered in Investigations

- Gillman Masterplan Modelling and Flood / Tidal Interaction, February 2014, Tonkin Consulting for Renewal SA
- Western Adelaide Region Climate Change Adaptation Plan, February 2018, Tonkin Consulting for City of Charles Sturt, City of Port Adelaide Enfield, City of West Torrens
- Port Adelaide Seawater Stormwater Flooding Study, October 2005, Tonkin Consulting and WBM Oceanics Australia for City of Port Adelaide Enfield
- Port River Seawall Study, October 2013, Tonkin Consulting, Jensen Planning + Desing, Eco Management Services for City of Port Adelaide Enfield

Key Findings:

- The subject land is near to the Barker Inlet, a tidal inlet of Gulf St Vincent and is approximately half a metre above sea level. The area comprises mainly tidal flats and salt marshes and the proposed SRF is protected by a levee bank. Due to its proximity to the Barker Inlet, the site area is underlain by a near surface water table.
- The nearest surface water bodies are the constructed wetlands located directly adjacent to the site: Magazine Creek (to the west adjacent to Lot 501) and Range Wetlands (to the east adjacent to Lot 502); with the North Arm Creek / Barker Inlet wetlands present approximately 500m further north of the site as shown in Figure 11. Other nearby waterbodies include the North Arm of the Port Adelaide River and the Greenfield Wetlands.
- Lot 501 is not subject to inundation due to current stormwater flooding or potential sea level rise – see Figure 12 and Figure 13.
- For Part 1 – Lot 501 – the following mitigations are considered appropriate and will be incorporated into the detailed design:

- Ensure water quality releases into wetlands are managed. Stormwater generated from the SRF site will need to be retained, managed and treated (if required) within the site boundaries. This may include the use of detention or sedimentation basins.
 - Ensure there is no upstream / downstream flooding risk due to stormwater management onsite. Water sensitive urban design options such as swales could be considered for surface water run off control at the SRF site. These will need to be designed to withstand high water flows from significant storm events.
 - Spoil conditioning products are unlikely to be required for Lot 501 bulk earthworks spoil, and if required will be managed in accordance with Waste Derived Fill Standard & final Site Management Plan which is subject to approval by the independent EPA appointed auditor.
 - SRF detailed design to consider vehicle washdown, maintenance and refuelling requirements. The SRF will have a dedicated washdown/truck cleaning facility. This facility will be designed in a manner to manage slurry/high suspended solids loads, with all washdown water collected within a bund at the wash facility and disposed of either to sedimentation ponds or a wastewater management system on site.
- Mitigation measures will be outlined in the CEMP and a Stormwater Management subplan prepared for the site and be in accordance with Environment Protection (Water Quality) Policy 2015 and *Environment Protection Act 1993*.



Figure 11: Gillman Stormwater Management (Source: Fig. 3, Gillman Regional Stormwater Management Plan, Gillman Master Plan Final Report, Jensen Planning and Design, June 2014)

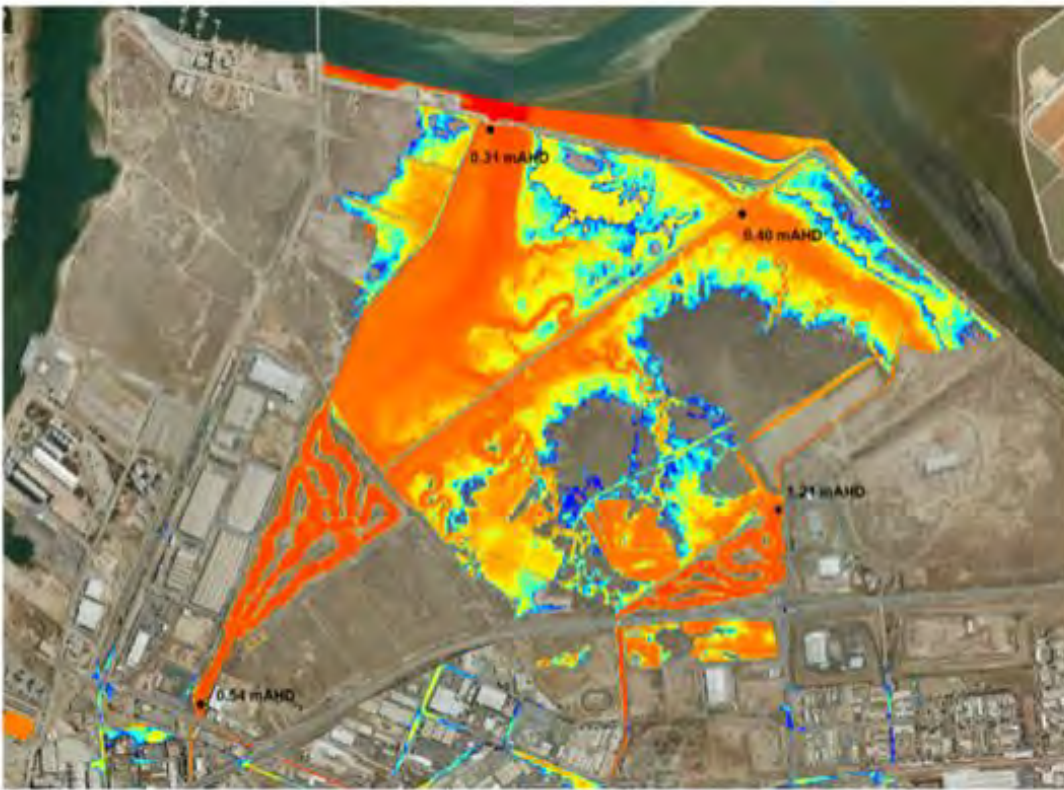


Figure 12: Masterplan Flood Study Peak Flood level for existing conditions 1% AEP flood extent (Source: Figure 3.1 extract, Scenario A, Gillman Masterplan Modelling of Flood / Tidal Interaction, Tonkin Consulting, 2014)



Figure 13: Potential Development Scenario/Available Land for Long Term Development (Source: Figure 5, Gillman Structure Plan Final Report, Jensen Planning & Design, April 2009)

7.7 Groundwater

Investigations Undertaken:

- Groundwater Assessment Technical Note, February 2024, Mott MacDonald

Key Findings:

- If the spoil is mostly clay or similar hydraulic conductivity and the top of the embankment is reveled to 3.7m AHD (after settlement), then there would be a risk of very shallow groundwater occurring (waterlogged shallow soils). A subsurface drainage system would be required in the detailed design and construction of the SRF to reduce the water table levels.
- Drainage layers build up in detailed design to ensure that potential acid sulphate soils (PASS) remain below the water table and are not exposed to further oxidation.

7.8 Site Contamination and Acid Sulphate Soils

Investigations Undertaken:

- Site Contamination Technical Note, December 2023, Mott MacDonald
- Preliminary ground investigations and site investigations have been completed in accordance with the EPA's Waste Derived Fill requirements and Site Management Plan.

Other Studies Considered in Investigations

- Parsons Brinckerhoff, 2003, Consolidated Environmental and Geotechnical Site Condition Report - Proposed Gillman, Final, 21 May 2003, Ref: 2102428A/RK/cc
- LBW Environment Projects, 2014, Gillman Stormwater Diversion, Acid Sulfate Soil Investigation, Rev 0, 1 October 2014, ref: 140532 R01
- Golder Associates, 2009, Preliminary Environmental Site Assessment – Lot 201 Hanson Road, Wingfield, South Australia, Rev 2, 14 September 2009, Ref: 097663026 002
- Agon Environmental, 2018, Baseline Environmental Assessment – Lot 507 Gillman, SA, Rev 02, 30 November 2018, Ref: JC0297_BEA
- Golder, 2021, Targeted Soil Assessment, Allotment 507 and Pieces 501 and 502, DP 121878, Gillman SA, Rev 0, 4 November 2021, Ref: 21462811-002-R-Rev0
- SMEC, 2021, Hanson Road Extension Preliminary Environmental Site Assessment Report. 11 December 2012. Ref: 3005278.860
- Mott MacDonald, 2022, Gillman Spoil Disposal Site – Preliminary Groundwater Assessment, Technical Note, Rev 2, 1 September 2022, Ref: NSC-MMD-TN-0000-TEAS-004001
- AK+ (Aurecon Australasia Pty Ltd, Kleinfelder and SMEC), 2023, North-South Corridor Torrens to Darlington Phase 4 Ground Investigation Studies, Factual Report – Addendum 01 DRAFT, Gillman, Rev A, Draft, 1 May 2023, Ref: NSC-Aurecon-REP-0000-04-000018

- AGON Environmental 2023, Preliminary Site Investigation 208 Eastern Parade Gillman, 5013, Lot 506 North Arm Road, Dry Creek, 5093, South Australia, Rev 01, Draft, 27 October 2023, Ref: JC1406_PSI.01

Key Findings:

- The AGON Environmental 2023 PSI was undertaken as part of the sites waste derived fill audit for Lots 501 and 502, specifically for the proposed SRF. The PSI recommended a Detailed Site Investigations (DSI) to be undertaken to record the existing conditions, to assess risk associated with the Potentially Contaminated Activities (PCAs) identified at the site, with the information to be used for management plans and modelling as required. This DSI is underway, with reporting anticipated following lodgement of the development application and will be used to inform detailed design and the CEMP.
- Site to be filled through application of SA EPA 'Standard for the production and use of waste derived fill', specifically the 'Auditor Protocol' for spoil re-use for land reclamation and rehabilitation. This protocol requires an Auditor endorsed SMP. An interim/draft SMP has already been developed to address key environmental impacts and will be updated following site-specific investigations and risk assessment. The SRF Operator will also need to develop a site-specific CEMP to address the environmental impacts identified in both the SMP and EHIAR.
- Prior to being received at the SRF the spoil will have been tested in accordance with the T2D Project's Spoil Management Framework (SMF). The SMF established the approach for the assessment and in-situ (in place) classification of the materials along the T2D Project alignment prior to excavation from the construction site and transporting it to the SRF.
- The SRF will build up the ground level rather than excavate down to minimize PASS disturbance.

7.9 Visual Impact and Landscape

Investigations Undertaken:

- Landscape and Visual Amenity Impact Assessment Technical Note, December 2023, Mott MacDonald.

Key Findings:

- The proposed development is commensurate with existing landscape conditions, with the site located adjacent a major road corridor, commercial and industrial land uses (including waste treatment, recovery and recycling; landfill; distribution and logistics), and vacant land.
- Opportunities to view the proposed SRF and its associated infrastructure are limited due to a combination of the distance to the site from publicly accessible viewing locations, roadside vegetation and vegetation surrounding the wider site.
- Retention and protection of existing boundary landscaping will assist in screening the proposed development.
- The vertical scale of the proposal will initially be higher (up to 78m AHD) than the anticipated finished height once the fill has compacted. Once reduced to its compacted height, the fill

will appear as an elevated mound of soil that will blend into the surrounding landscape and consistent with existing development in Gillman.

- The proposed built form will be temporary and dismantled at completion of the filling the land and will be of materials sympathetic to the existing landscape character.

7.10 Light spill

Investigations Undertaken:

- As the detailed design has not yet been undertaken, an assessment of the anticipated lighting requirements was completed for the Australian / New Zealand (AS/NZS) standards that will apply to each aspect of the SRF lighting design.

Key Findings:

- The site is located remote from sensitive receivers, with adjacent commercial / industrial / waste management uses not adversely impacted by proposed temporary and permanent lighting, including vehicle headlights and warning beacons.
- The potential for any change to skyglow is considered negligible and impacts on nocturnal fauna in proximity to the SRF are not anticipated.
- Temporary and permanent lighting will be designed and operated in accordance with AS/NZ 1158 (Lighting for roads and public spaces) and 1680 (Interior and workplace lighting) to comply with Safework SA / Work Health Safety Act requirements.
- The selection, distribution and installation of lighting will be developed during detailed design, with compliance to the required standards and the technical parameters to be modelled and calculated through computer aided design software.

7.11 Environmental Management and Monitoring

The Department is committed to delivering sustainable transport, infrastructure and programs in a manner that balances economic, environmental and social needs. In doing this the Department seeks to minimise the impacts of its activities on, and where practicable enhance, the environment, and deliver lasting benefits to the community.

The Department works to achieve this by:

- Assessing environment and heritage risks at all phases of a project and implementing appropriate adaptation and mitigation actions.
- Raising the awareness of the Department's staff to integrate environment and heritage considerations into decision making processes.
- Ensure that contractors acting for or undertaking works on behalf of the Department are aware of their environmental and heritage obligations.
- Continually improving Departmental standards and guidelines in environment and heritage management.

The Environment and Heritage Technical Manual (EHTM) is a compilation of the Department's key guidelines and standards, administered by/for the Department, relating to the assessment and management of environmental/ heritage components of a program or project.

The EHTM, together with the Department's Master Specifications, the Program and Project Management Framework (PPMF) and Engineering Design Management Framework each contribute key elements of an Environmental Management System (EMS). This ensures that the Department and those that deliver on the Department's behalf are aware of required legislative compliance, approval pathways and risk identification and management.

The Master Specifications (MS) document the key environmental requirements that apply for the establishment and operation of the SRF. These set out the requirements to achieve the quality and/or performance outcomes expected. From the MS, [PC-ENV1: Environmental Management](#) and [PC-ENV2: Environmental Protection Requirements](#) that specifies the operational environmental management requirements for the SRF. These specifications are supplemented by additional site-specific requirements in the Contract Scope and Contract Requirements (CSCR) Part F – Appendix E – Spoil Re-use Facility Technical Requirements.

The beneficial reuse of waste derived materials recovered for reuse as fill must be undertaken in accordance with the EPA's Standard for the Production and Use of Waste Derived Fill 2013 ([WDF Standard](#)). The WDF Standard identifies the testing, submission, and approval requirements for Waste Derived Fill (WDF). The environmental management and monitoring for the SRF will also include complying with the requirements of the WDF Standard.

A Construction Environmental Management Plan (CEMP), prepared in accordance with the Department's EHTM Attachment 10A, will be required for the establishment and operation of the SRF. It will assist the T2D Alliance in demonstrating that it is meeting legislative environmental compliance, particularly its general environmental duty in accordance with the *Environment Protection Act 1993* (EP Act), as well as environmental standard industry practice.

A CEMP is a document required to be prepared by the T2D Alliance prior to works commencing on site. The CEMP must address Contract Documentation, any commitments or recommendations made during the EHIA for the project as well as any conditions of environmental authorisations obtained for the project works.

Management plans for specific environmental aspects may be incorporated into the CEMP or be standalone documents (these are often referred to as sub-plans to the CEMP). Specific sub-plans for the following environmental aspects will be required, at a minimum for the SRF:

- Soil Erosion and Drainage Management Plan;
- Water Quality Monitoring Plan;
- Operational Noise Plan (including Night works Management Plan);
- Air Quality Management Plan (including monitoring); and
- Environmental Emergency Response Plan/Procedure.

OFFICIAL

Environmental audits will be required to monitor the T2D Alliance's environmental performance (as well as that of its subcontractors) for the operation of the SRF. Environmental performance is to be measured against the CEMP (including sub-plans) and the requirements of the Contract Documentation. Separate audits will be required for the transport, placement and use of Waste Derived Fill (WDF) from the T2D Project to the SRF site.

In accordance with the Department's MS Part PC-ENV1 – Environmental Management, environmental audits of the T2D Alliance's systems and activities will be undertaken via external parties (e.g. Construction Verifier or Auditor engaged by the Department) or undertaken internally by the T2D Alliance.

8 Planning and Design Code Assessment

This section outlines the assessment undertaken of the SRF against the relevant provisions of the Code.

8.1 Procedural Matters

At the time of lodgement, the relevant version of the Planning and Design Code (the Code) against which the proposed development is to be assessed is Version 2024.8, published 9 May 2024.

The subject site is located within the Strategic Employment Zone and Gillman Subzone and is subject to a number of Overlays. This section of the report provides an assessment of the proposed development against the relevant Code policies, including the General Development Policies.

For brevity, only the identifying number of the relevant Desired Outcome (DO) and Performance Outcome (PO) is listed in this section. The policies appear in full in Appendix A.

8.2 Nature Of Proposed Development

This Development Application is for the following elements that require Planning Consent as part of the 'early works' component of the Gillman Spoil Re-use Facility proposal:

Stage 1 Filling of Land

- Earthworks to fill land to 3.7 AHD, including temporary preload surcharge.

Stage 2 Spoil Reveal Site Facilities

The following temporary facilities are proposed to be constructed to operate the SRF:

- Gatehouse and vehicle weighing facilities
- Spoil material delivery facilities, including truck staging and turnaround areas
- Spoil receipt, handling and treatment area
- Vehicle, plant and equipment parking / storage, workshop and refuelling facilities
- Vehicle washdown facility
- Site compound and amenities (e.g. crib facilities, office buildings, ablutions, car parking)
- General storage
- Storage of chemicals and fuels
- Maintenance area

- Site drainage, sediment basins and water treatment facilities
- Lighting
- Signage
- Fencing (greater than 2.1 metres in height).

Accordingly, this section of the report will consider these elements against the current relevant provisions of the Code.

8.3 Zoning

8.3.1 Strategic Employment Zone

The Strategic Employment Zone policies predominately envisage industrial, logistical, warehousing types of development as well as compatible business activities that generate employment for the state that take advantage of transport infrastructure; including road, rail and ports. The zone policies also encourage new development to provide pleasant visual amenity from arterial roads, as well as adjoining zones and residential areas.

Relevant policies:

Desired Outcomes	DO 1, DO 2, DO 3
Performance Outcomes	PO 1.1, PO 5.1, PO 5.2, PO 6.1, PO 8.1

Planning Assessment:

The proposed development is for the reuse of spoil material within a currently vacant and underutilised site at Gillman and associated facilities. The proposed development will serve the dual purpose of providing a suitable location to store and dispose of fill derived from bulk earthworks associated with the T2D Project while also filling to site to an appropriate level to enable future development of the land as an industrial precinct.

No permanent buildings are proposed part of this application. Landscaping is not proposed as part of this application as it is primarily for the change of use and filling activity. The future Stage 2 application may include some visual amenity elements, such as landscaping, however as the primary intent of the SRF is to process and re-use spoil generated through the T2D Project, and as the proposed use and operations will be ‘temporary’ (i.e. likely ending when T2D construction is complete), it would be more appropriate that landscaping and visual amenity treatments to be considered in the future redevelopment of the site – which the proposed filling activity will accommodate through this application.

The Strategic Employment Zone is intended for a range of industrial uses and higher-impacting land uses, including general industrial, transport distribution, warehousing and renewable energy

facilities. The subject land is surrounded by commercial, industrial and waste receival land uses, with the nearest residential land use located approximately 1km to the south in the suburbs of Ottoway and Rosewater. Residents of Port Adelaide, adjacent to Dock 1, are approximately 1.5km to the south-east.

It is considered that the proposed development is an appropriate use in the zone as it is a higher-impacting use that is best located away from sensitive land uses and will facilitate the future use of the land for a purpose envisaged by the zone.

The proposed development will generally meet the intent of Concept Plan 102 – Gillman (refer Figure 6), including the location of proposed access points and protection of nearby wetlands. It will not preclude the subject land and surrounding land from being developed in accordance with the Concept Plan.

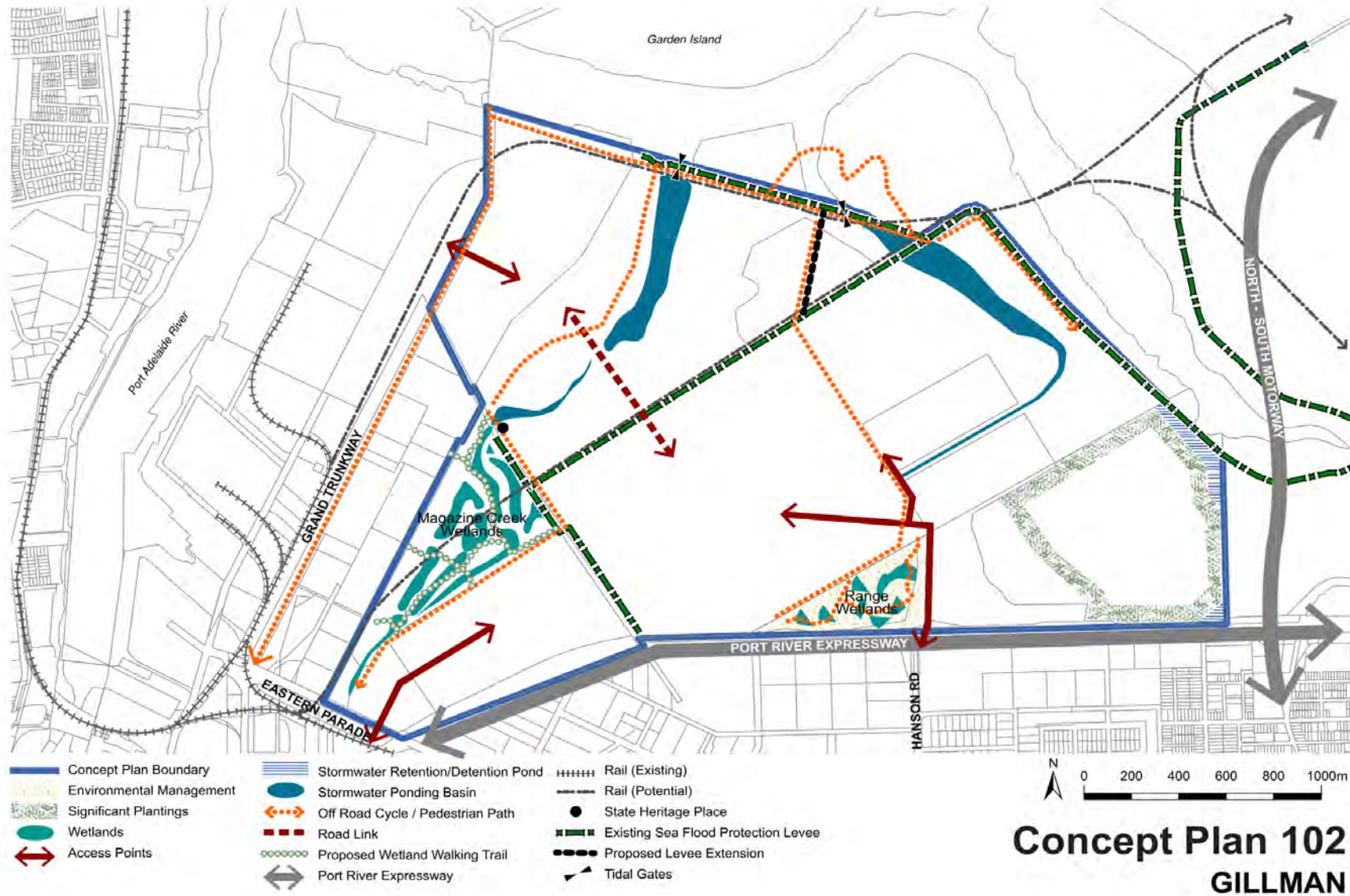


Figure 21: Concept Plan 102 -

8.3.2 Gillman Subzone

The Gillman Subzone policies generally seek a range of major logistics, manufacturing, high technology and research land uses that generate wealth and employment for the state and takes advantage of road, rail and ports infrastructure, together with compatible business activities that support an expanding workforce. The Desired Outcomes specifically envisage the co-location of waste, resource recovery and related processing and industrial activities.

Relevant policies:

Desired Outcomes	DO 1, DO 2
Performance Outcomes	PO 1.1, PO 2.1, PO 2.2, PO 2.3, PO 2.4

Planning Assessment:

The proposed development will include the re-use of spoil generated by the T2D Project to fill a portion of the subject land in order to facilitate its future use as an industrial precinct. Filling of land and associated stockpiling suitable for land reclamation is specifically listed as an envisaged use in the subzone.

In accordance with PO2.1, appropriate stormwater treatment and management will be incorporated into the Stage 1 works and subsequent operation of the site for the proposed SRF activity (Stage 2), which will also meet PAE Council requirements.

With regard to PO .2.3, the site has been/is being investigated in terms of potential flooding impacts due to the proposed SRF activity and subsequent filling of the site and will seek to ensure that flooding risk is minimised for both the proposed activity and subsequent future development of the site.

The proposed SRF activity will enable filling of the site to meet the minimum floor levels as stipulated in DPF 2.4, and in accordance with discussions with the Council.

The proposed development is entirely consistent with the intent of the subzone and will facilitate the future use of the site in accordance with the subzone.

8.4 Environmental Overlays

The proposed Gillman Spoil Re-use Facility site is subject to a number of Environmental Overlays within the Code, including the following:

- Coastal Areas
- Hazards (Acid Sulphate Soil)
- Water Resources
- Prescribed Wells Area
- Regulated and Significant Trees.

The overarching intent of each Overlay is outlined below together with an assessment of the proposed development against the key relevant policies.

8.4.1 Coastal Areas

The Coastal Areas Overlay seeks to ensure the conservation of the natural coastal environment, provide for natural coastal processes and recognise and respond to coastal hazards.

Relevant policies:

Desired Outcomes	DO 1, DO 2
Performance Outcomes	PO 2.2, PO 2.3, PO 2.4, PO 3.1, PO 3.2, PO 3.3, PO 4.1, PO 4.2, PO 4.3, PO 4.4, PO 4.5, PO 4.6, PO 4.7, PO 5.1, PO 5.2, PO 5.3, PO 5.4

Planning Assessment:

The entirety of the subject land is covered by the Coastal Areas Overlay in recognition of its proximity to wetlands.

The EHIAR has confirmed that the Coastal Flooding Mapping Viewer ([Coastal Flooding Mapping Viewer \(environment.sa.gov.au\)](http://Coastal Flooding Mapping Viewer (environment.sa.gov.au))) does not show Lot 501 as being within an inundation prone region. As such, the proposed development is not expected to be impacted by flooding or create or aggravate coastal erosion. Indeed, the filling of the land component of the development (Stage 1) will raise the ground level to an appropriate height to facilitate future development of the land. The proposed development has been sited to avoid environmentally sensitive coastal areas. It is therefore our view that the proposed development achieves the Desired Outcomes and relevant Performance Outcomes of the Overlay.

8.4.2 Hazards (Acid Sulphate Soils)

The Hazards (Acid Sulphate Soils) Overlay seeks to protect the environment and development from release of acid water resulting from the disturbance of acid sulphate soils.

Relevant policies: Desired Outcomes	DO 1
Performance Outcomes	PO 1.1

Planning Assessment:

The proposed SRF involves filling of the land only. Therefore, as there will be no excavation or a change to the water table, PO 1.1 is met.

8.4.3 Water Resources

The Water Resources Overlay seeks to protect the quality of surface waters in South Australia.

Relevant policies:

Desired Outcomes	DO 1, DO 2
Performance Outcomes	PO 1.1, PO 1.2, PO 1.3, PO 1.4, PO 1.5, PO 1.6, PO 1.7, PO 1.8, PO 1.9

Planning Assessment:

The Water Resources Overlay has been spatially applied to existing water bodies and watercourses to protect them from development that might damage or modify them or interfere with the existing hydrology or water regime. In this instance, the overlay applies to the Magazine Creek Wetlands to the immediate north of the subject land, as shown in Figure 7, and captures a small portion of the subject land.

The EHIAR prepared by the Department recommends a number of measures to mitigate potential impacts on the adjacent wetlands, including the onsite detention and management of stormwater and the preparation and implementation of a CEMP by the T2D Alliance.

It is considered that the mitigation measures will satisfactorily protect the adjacent wetlands from any potential adverse impacts from the SRF and therefore the Desired Outcomes and relevant Performance Outcomes are met.



Figure 15. Water Resources Overlay extract (Source: SAPPA, 23 February 2024)

8.4.4 Prescribed Wells Area

The Prescribed Wells Area Overlay seeks to ensure the protection of prescribed well areas managed under the *Landscape South Australia Act 2019*.

Relevant policies:

Desired Outcomes	DO 1
Performance Outcomes	PO 1.1

Planning Assessment:

The proposed development does not involve the taking of water for which a licence would be required under the *Landscape South Australia Act 2019*, therefore PO 1.1 is met.

8.4.5 Regulated and Significant Trees

The Regulated Trees and Significant Tree Overlay seeks to conserve regulated and significant trees to provide aesthetic and environmental benefits and mitigate tree loss.

Relevant policies:

Desired Outcomes	DO 1
Performance Outcomes	PO 1.1, PO 1.2, PO 1.3, PO 1.4, PO 2.1

Planning Assessment:

There are no regulated or significant trees on the subject site or adjacent land. Therefore, no regulated or significant trees will be impacted as part of the proposed development.

8.5 Transport Overlays

The proposed Gillman SRF site is subject to a number of Transport and Infrastructure Overlays within the Planning and Design Code, including the following:

- Traffic Generating Development
- Major Urban Transport Routes
- Non-stop Corridor
- Advertising Near Signalised Intersections
- Key Railway Crossings
- Airport Building Heights (Regulated) – All structures over 110 metres

The overarching intent of each Overlay is outlined below together with an assessment of the proposed development against the key relevant policies.

8.5.1 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.

Relevant policies:

Desired Outcomes	DO 1, DO2
Performance Outcomes	PO 1.1, PO 1.2, PO 1.3

Planning Assessment:

Part 1 of the SRF will gain access from Hanson Road and Eastern Parade, which are both State Maintained Roads. Access for the spoil deliveries to the SRF from Hanson Road will be by a continuation of the direction of travel through modifications to Hanson Road. Access for the spoil deliveries when required from Eastern Parade will be via left in/left out turns only, with no right turns permitted.

However, general access through the modified driveway from Eastern Parade will permit all movements for general SRF traffic (e.g. staff) and existing businesses. The Department will upgrade the access driveway as part of early works to support the proposed development, while ensuring that existing access arrangements for neighbouring properties are retained. It is considered that the proposed access arrangements will not jeopardise the continued safe and efficient operation of either Hanson Road or Eastern Parade and therefore the proposed access arrangements are consistent with the Desired Outcomes and relevant Performance Outcomes of the overlay.

8.5.2 Major Urban Transport Routes

The Major Urban Transport Routes Overlay seeks to ensure safe and efficient vehicle movement and access along major urban transport routes.

Relevant policies:

Desired Outcomes	DO 1, DO 2
Performance Outcomes	PO 1.1, PO 2.1, PO 3.1, PO 5.1, PO 6.1, PO 7.1, PO 8.1, PO 9.1, PO 10.1

Planning Assessment:

The overlay applies to all land abutting a State Maintained Road and is intended to ensure the safe and efficient operation of that road - and the safe and efficient access to and from that road - for all road users.

The relevant policies seek to limit access points to minimise interference with traffic flow along the State Maintained Road; ensure that access points are appropriately located to allow vehicles to queue without impacting traffic flow; and to maintain the safe and efficient operating conditions of the road.

The proposed development will utilise two State Maintained Roads – Hanson Road and Eastern Parade – for traffic movements. It is generally anticipated that the SRF will operate via both access points, but consideration has been given to either access point accommodating all traffic. The worst-case scenario requires all traffic for the Gillman SRF to utilise the Eastern Parade access, together with traffic for existing adjacent businesses. For spoil trucks, the Eastern Parade driveway will provide egress from the SRF via a left-turn only traffic movement and is anticipated to have little effect on traffic on Eastern Parade.

The Department intends to upgrade Hanson Road as part of early works to support the SRF; and upgrade the Eastern Parade driveway to accommodate the anticipated increase in traffic movements. The Department will also consider whether wider network upgrades are warranted.

On balance, it is our assessment that the proposed development achieves the Desired Outcome and Performance Outcomes of the overlay as it has been designed to integrate with the existing transport system, will utilise existing access points and will not interrupt the safe and convenient flow of traffic.

8.5.3 Non-Stop Corridor

The Non-Stop Corridor Overlay seeks to ensure safe and efficient operation of non-stop corridors, where free-flowing traffic movement is prioritised.

Relevant policies:

Desired Outcomes	DO 1
Performance Outcomes	PO 1.1

Planning Assessment:

The PREXY is a Non-Stop Corridor, with existing grade separated junctions at Hanson Road and Eastern Parade. The proposed development will not impact on the performance of the PREXY and therefore the Desired Outcome and Performance Outcome are met.

8.5.4 Advertising Near Signalised Intersections

The Advertising Near Signalised Intersections Overlay seeks to ensure advertising near signalised intersections does not pose an unacceptable risk to pedestrian or road safety.

Relevant policies:

Desired Outcomes	DO 1
Performance Outcomes	PO 1.1

Planning Assessment:

No signage is proposed as part of the development, therefore this overlay does not apply.

8.5.5 Key Railway Crossings

The Key Railway Crossings Overlay seeks to ensure safe, efficient and uninterrupted operation of key railway crossings.

Relevant policies:

Desired Outcomes	DO 1
Performance Outcomes	PO 1.1

Planning Assessment:

The nearest railway crossing covered by the Key Rail Crossings Overlay is located approximately 200 metres to the south-west of Eastern Parade, below the PREXY. As the proposed access point to the subject land is existing and located some distance from this crossing, it is not envisaged that site access will interfere with or impact on the safe operation of the crossing based on the travel paths for spoil trucks.

Spoil truck traffic may be required to cross two further rail crossings to the west of the subject land – along Perkins Drive and at the intersection of that road with Eastern Parade. However, this can be accommodated under the current conditions.

As such, the proposed development does not offend the Desired Outcome or Performance Outcome of the overlay.

8.5.6 Airport Building Heights (Regulated) – all structures over 110 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.

Relevant policies:

Desired Outcomes	DO 1
Performance Outcomes	PO 1.2, PO 1.2

Planning Assessment:

The proposed SRF buildings and structures will not exceed 110 metres in height nor does the development include exhaust stacks, therefore the proposed development will not pose a hazard to the operations of certified or registered aerodromes within the locality.

8.6 Other Overlays

8.6.1 Gas and Liquid Petroleum Pipelines Overlay

The Gas and Liquid Petroleum Pipelines Overlay seeks to manage the risk to public safety and the environment and secure the energy supply from the encroachment of development on gas and liquid petroleum pipelines and associated infrastructure.

Relevant policies:

Desired Outcomes	DO 1
Performance Outcomes	PO 1.3

Planning Assessment:

The location of the Gas and Liquid Petroleum Pipelines Overlay relative to the subject land is shown in the figure below. The proposed development does not comprise one of the land uses listed in DTS/DPF 1.3 and will not involve the manufacture, collection, handling or bulk storage of flammable, explosive or otherwise hazardous material, therefore the Desired Outcome and relevant Performance Outcome is met.



Figure 16. Gas and Liquid Petroleum Pipelines Overlay (Source: SAPPA, 23 February 2024)

8.7 General Development Policies

The following section provides an assessment of the relevant General Development Policies of the Planning and Design Code that apply to the proposed development.

8.7.1 Clearance From Overhead Powerlines

Relevant policies:

Desired Outcome	DO 1
Performance Outcomes	PO 1.1

Planning Assessment:

As shown in Figure 9, there are no aboveground powerlines in the vicinity of the subject land that would be impacted by the proposed development. A declaration has been provided to this effect pursuant to section 86 of the *Electricity Act 1996*.



Figure 17. SA Power Networks Subtransmission and High Voltage Overhead Line (Green) (Source: SAPPA, 23 February 2024)

8.7.2 Design

Relevant policies:

Desired Outcome	DO 1
Performance Outcomes	PO 1.5, PO 31.1, PO 31.2, PO 32.1

Planning Assessment:

A Landscape and Visual Amenity Impact Assessment has been completed by Mott MacDonald, with the key findings indicating:

- The proposed development is commensurate with existing landscape conditions, with the site located adjacent a major road corridor, commercial and industrial land uses (including waste treatment, recovery and recycling; landfill; distribution and logistics), and vacant land.
- Opportunities to view the proposed SRF and its associated infrastructure are limited due to a combination of the distance to the site from publicly accessible viewing locations, roadside vegetation and vegetation surrounding the wider site.
- Retention and protection of existing boundary landscaping will assist in screening the proposed development.
- The vertical scale of the proposal will initially be higher (up to 8m AHD) than the anticipated finished height once the fill has compacted. Once reduced to its compacted height, the fill will appear as an elevated mound of soil that will blend into the surrounding landscape and will be consistent with existing development in Gillman.
- The proposed built form will be temporary and dismantled at completion of the filling the land and will be of materials sympathetic to the existing landscape character.

Stage 2 of the proposed development will include a vehicle washdown area, which will be appropriately bunded to capture wastewater for retention in lined sediment basins where it will be treated before on-site re-use or disposal.

The Department has prepared a preliminary Site Management Plan in accordance with relevant EPA guidelines relating to bunding and spill management, wastewater lagoon construction, CEMP preparation etc, with the T2D Alliance required to prepare a Final Site Management Plan following the construction contract being awarded. The incoming contractor will also be required to prepare a CEMP that demonstrates how the works will be mitigated to achieve legislative environmental compliance.

On balance, it is our view that the proposed development achieves the Desired Outcome and relevant Performance Outcomes of the Design module.

8.7.3 Interface Between Land Uses

Relevant policies:

Desired Outcome	DO 1
Performance Outcomes	PO 1.2, PO 2.1, PO 4.1, PO 4.2, PO 5.1, OP 6.1, PO 6.2,

Planning Assessment:

The subject land is not adjacent a site containing a sensitive receiver or a zone primarily intended to accommodate sensitive receivers, with all adjacent land zoned Strategic Employment and used for non-sensitive uses. The nearest sensitive receptor is approximately one kilometre away to the south in the suburbs of Ottoway and Rosewater, Residents of Port Adelaide, adjacent to Dock 1, are located approximately 1,5km to the south-east. Surrounding land uses include a range of commercial, industrial and waste receival land uses. As such, it is considered that the filling of the land and associated activities on site will not have an adverse effect on neighbouring land. In any event, the Final Site Management Plan to be prepared by the T2D Alliance and the CEMP to be prepared by the incoming contractor will specify methods to ensure that off-site impacts associated with air quality, noise and light spill are appropriately mitigated.

8.7.4 Site Contamination

Relevant policies:

Desired Outcome	DO 1
Performance Outcomes	PO 1.1

Planning Assessment:

The Site Contamination module seeks to ensure that land is suitable for the proposed use when the land use changes to a more sensitive use. Currently the land has no use, and the filling of land in and of itself does not represent a land use. The use of the land as a SRF is not considered to be a sensitive use.

Post-filling of the land, the intended use is for industrial development, which is listed in Practice Direction 14 (Site Contamination) Table 1: Land Use Sensitivity Hierarchy as the least sensitive class of land uses.

The re-use of waste derived materials as fill must be undertaken in accordance with the EPA’s *Standard for the Production and Use of Waste Derived Fill 2013* (WDF Standard). The WDF Standard identifies the testing, submission and approval requirements for WDF and details the process of the Auditor Protocol and defines the role of the Site Contamination Auditor. In accordance with the Auditor Protocol, the Department has engaged an EPA accredited Site Contamination Auditor and independent Assessing Consultant and has prepared a Preliminary Site Management Plan in accordance with EPA guidelines. The Final Site Management Plan will require the endorsement of the EPA and the Site Contamination Auditor.

8.7.5 Transport, Access and Parking

Relevant policies:

DO 1	DO 1
Performance Outcomes	PO 1.1, PO 1.2, PO 1.3, PO 1.4, PO 2.1, PO 2.2, PO 3.1, PO 3.3, PO 3.8, PO 3.9, PO 5.1, PO 6.5, PO 6.6

Planning Assessment:

The proposed development is consistent with the Desired Outcome and relevant Performance Outcomes of the overlay. In particular, the proposed development will be integrated with the existing transport system and has been designed to minimise any impact on the function of the surrounding road network. Trucks hauling spoil will be directed to the SRF via State Maintained Roads to avoid the use of residential streets. All loading and unloading will occur within the subject land to avoid interrupting the operation of public roads and pedestrian paths. The development will not affect existing sightlines at intersections, noting that the Department will be upgrading Hanson Road and the existing site access driveway to facilitate the SRF. The subject land has sufficient area to accommodate the car parking requirements required by SRF staff, with approximately 30 staff car parks currently proposed (subject to change based on the requirements of the incoming T2D Alliance) as part of Stage 2 of the development.

9 Conclusion

In summary, the proposed Spoil Re-use Facility at Gillman is considered appropriate at this location, within the current strategic planning framework of State and local government and consistent with the relevant provisions of the Code for the following reasons:

- The site requires significant filling to realise its economic potential envisaged by the Strategic Employment Zone and past State Government and Council strategies, policies and plans since the State Government acquired the site in 2002.
- The proposed development will enable fulfillment of the desired outcomes for the zone and Gillman Subzone and increase the supply of developable employment land within close proximity to existing infrastructure.
- The proposed filling activities for the site are being assessed by the EPA Auditor through a separate regulatory process and will ensure that the establishment and operation of the site adheres to all relevant guidelines and requirements.
- The site is remote from sensitive land uses that will be negatively impacted by the operations of the SRF during the period its use is required.
- The form of buildings and infrastructure to be built on-site are both located a significant distance from adjoining land and consistent with the pattern of built form within the locality.
- The environmental impacts of the filling of Lot 501 and the operations of the SRF are acceptable and can be managed through appropriate measures such as a CEMP consistent with the Department's policies and frameworks.
- The proposed filling of the land will be consistent with the pattern of land filling within Gillman.
- Traffic generated by the SRF can be accommodated on the existing road network, in particular Hanson Road and Eastern Parade.

Accordingly, the proposed development of the SRF warrants Development Approval from the Minister with appropriate conditions to reflect the staging of the development and the preliminary nature of the plans and drawings.

Appendices

Appendix A – Extract of Relevant Planning & Design Code Policies

Strategic Employment Zone

Desired Outcomes

DO 1	A range of major logistics, manufacturing, high technology and research land uses generating wealth and employment for the state that takes advantage of road, rail and ports infrastructure together with compatible business activities that support an expanding workforce.
DO 2	Employment-generating uses are arranged to: <ul style="list-style-type: none"> (a) support the efficient movement of goods and materials on land in the vicinity of major transport infrastructure such as ports and intermodal freight facilities (b) maintain access to waterfront areas for uses that benefit from direct water access including harbour facilities, port related industry and warehousing, ship building and related support industries (c) create new and enhance existing business clusters (d) support opportunities for the convenient co-location of rural related industries and allied businesses that may detract from scenic rural landscapes (e) be compatible with its location and setting to manage adverse impacts on the amenity of land in adjacent zones.
DO 3	A pleasant visual amenity from adjacent arterial roads, adjoining zones and entrance ways to cities, towns and settlements.

Performance Outcomes

PO 5.1	Landscaping is provided along public roads and thoroughfares and zone boundaries to enhance the visual appearance of development and soften the impact of large buildings when viewed from public spaces and adjacent land outside the zone.
PO 5.2	Development incorporates areas for landscaping to enhance the overall amenity of the site and locality.
PO 6.1	Fencing exceeding 2.1m in height is integrated and designed to complement the appearance of land and buildings and does not form a dominant visual feature from adjacent streets to enhance the character of employment areas.
PO 8.1	Development is compatible with the outcomes sought by Concept Plan 102 – Gillman of the Planning and Design Code to support the orderly development of land through staging of development and provision of infrastructure.

Gillman Subzone Policies

Desired Outcome

DO 1	A range of major logistics, manufacturing, high technology and research land uses generating wealth and employment for the state that takes advantage of road, rail and ports infrastructure together with compatible business activities that support an expanding workforce.
DO 2	Co-location of the management of Adelaide's waste, resource recovery and related processing and industrial activities to provide operational efficiencies and the economic provision of infrastructure, and provision of land for stormwater management and enhancement of tidal flow and habitat function of Magazine Creek, Range wetlands, samphire and mangroves.

Performance Outcomes

Land Use and Intensity	
PO 1.1	<p>Development primarily for a range of major logistics and manufacturing plants, high technology and research.</p> <p><u>DTS/DPF 1.1</u></p> <p>Development comprises one or more of the following:</p> <ul style="list-style-type: none"> Filling of land and associated stockpiling suitable for land reclamation Stormwater retention / detention basin
Hazard Risk Minimisation	
PO 2.1	<p>Land identified for stormwater management and habitat rehabilitation in the subzone is not developed for industrial use unless:</p> <ol style="list-style-type: none"> there is sufficient land capable of managing the regional and local stormwater catchment function in the location the land unlikely to be inundated by tidal flows as a result of the periodic opening of the tidal gates, taking into account long term sea-level rise it does not result in the removal of existing remnant samphire habitats or threaten the ability for expansion and inland migration of such habitats the provision of a new or the expansion of an existing sea flood protection levee or sea wall infrastructure can be accommodated into the future.
PO 2.2	Development minimises adverse disturbance to existing sea flood protection levees and infrastructure.
PO 2.3	Development is designed and sited to provide sufficient land for flood mitigation, including the establishment of new sea walls or sea flood protection levees to provide protection from stormwater and seawater flooding.
PO 2.4	<p>Development is protected against sea flood risk and sea level rise.</p> <p><u>DPF 2.4</u></p> <p>Development achieves one of the following:</p> <ol style="list-style-type: none"> where no sea flood protection levee or seawall exists, minimum site and floor levels are at least 3.7m AHD and 3.95m AHD respectively, to provide protection from coastal flooding to the year 2050 and it allows for the practical establishment of protection measures against a further sea level rise of 0.7m and land subsidence to the year 2100 a sea flood protection levee or sea wall has been constructed, which will provide the development with protection from coastal flooding to the year 2050, has a height of at least 3.7m AHD and is capable of being adapted to accommodate for a further sea level rise of 0.7m and land subsidence to the year 2100.

OVERLAYS

Advertising Near Signalised Intersections Overlay

Desired Outcomes

DO 1	Provision of a safe road environment by reducing driver distraction at key points of conflict on the road.
------	--

Performance Outcomes

PO 1.1	Advertising near signalised intersections does not cause unreasonable distraction to road users through illumination, flashing lights, or moving or changing displays or messages.
--------	--

Airport Building Height – all structures over 110 metres

Desired Outcomes

DO 1	Management of potential impacts of buildings and generated emissions to maintain operational and safety requirements of registered and certified commercial and military airfields, airports, airstrips and helicopter landing sites.
-------------	---

Performance Outcomes

PO 1.1	Building height does not pose a hazard to the operation of a certified or registered aerodrome.
PO 1.2	Exhaust stacks are designed and sited to minimise plume impacts on aircraft movements associated with a certified or registered aerodrome.

Coastal Areas Overlay Policies

Desired Outcomes

DO 1	The natural coastal environment (including environmentally important features such as mangroves, wetlands, saltmarsh, sand dunes, cliff tops, native vegetation, wildlife habitat, shore and estuarine areas) is conserved and enhanced.
DO 2	Provision is made for natural coastal processes; and recognition is given to current and future coastal hazards including sea level rise, flooding, erosion and dune drift to avoid the need, now and in the future, for public expenditure on protection of the environment and development.

Performance Outcomes

Hazard Risk Minimisation	
PO 2.2	Development, including associated roads and parking areas, but not minor structures unlikely to be adversely affected by flooding, is protected from the standard sea flood risk level and 1m of sea level rise. <i>DPF 2.2 Finished Ground and Floor Levels</i> <i>Minimum finished ground level is 3.70m AHD; Minimum finished floor level is 3.95m AHD</i>
PO 2.3	Development will not create or aggravate coastal erosion or require coast protection works that cause or aggravate coastal erosion.
PO 2.4	Development is set back a sufficient distance from the coast to provide an erosion buffer in addition to a public reserve that will allow for at least 100 years of coastal retreat for single buildings or small-scale developments, or 200 years of coastal retreat for large scale developments unless: <ul style="list-style-type: none"> (a) the development incorporates appropriate private coastal protection measures to protect it from anticipated erosion; or (b) there are formal commitments to protect the existing or proposed public reserve and development from anticipated coastal erosion.
Coastal Protection Works	
PO 3.1	Development avoids the need for coast protection works through measures such as setbacks to protect development from coastal erosion, sea or stormwater flooding, sand drift or other coastal processes.
PO 3.2	Development does not compromise the structural integrity of any sea wall or levee bank or the ability to maintain, modify or upgrade any sea wall or levee bank.

OFFICIAL

PO 3.3	<p>Unavoidable coast protection works are the subject of binding agreements to cover the cost of future construction, operation, maintenance and management measures and will not:</p> <ul style="list-style-type: none"> (a) have an adverse effect on coastal ecology, processes, conservation, public access and amenity (b) require commitment of public resources including land (c) present an unacceptable risk of failure relative to potential hazard resulting from failure.
Environment Protection	
PO 4.1	Development will not unreasonably affect the marine and onshore coastal environment by pollution, erosion, damage or depletion of physical or biological resources; interference with natural coastal processes; or the introduction of and spread of marine pests or any other means.
PO 4.2	Development avoids delicate or environmentally sensitive coastal areas such as sand dunes, cliff tops, estuaries, wetlands or substantially intact strata of native vegetation.
PO 4.3	Development allows for ecological and natural landform adjustment to changing climatic conditions and sea levels, by allowing landward migration of dunes, coastal wetlands, mangrove and samphire areas.
PO 4.4	Development avoids, or in built up areas minimises, impacts on important habitat areas that support the nesting, breeding and movement/migration patterns of fauna, including threatened shorebirds.
PO 4.5	<p>Development is designed so that wastewater is disposed of in a manner that avoids pollution or other detrimental impacts on the marine and on-shore environment of coastal areas.</p> <p><u>DPF 4.5</u></p> <p><i>Development is connected, or will be connected, to an approved common wastewater disposal service with the capacity to meet the requirements of the development or on-site wastewater systems set back a minimum of 100m from the Mean High Water Mark at spring tide.</i></p>
PO 4.6	Development is designed so that stormwater runoff is disposed of in a manner that avoids pollution or other detrimental impacts on the marine and on-shore environment of coastal areas.
PO 4.7	<p>Development involving the removal of shell grit, cobbles or sand, other than for coastal protection works purposes, is not undertaken.</p> <p><u>DPF 4.7</u></p> <p><i>Development does not involve the removal of shell grit or sand.</i></p>
Access	
PO 5.1	Development maintains or enhances appropriate public access to and along the foreshore.
PO 5.2	Public access through sensitive coastal landforms, particularly sand dunes, wetlands and cliffs, is restricted to defined pedestrian paths and constructed to minimise adverse environmental impact.
PO 5.3	<p>Access roads to the coast, lookouts and places of interest:</p> <ul style="list-style-type: none"> (a) do not detract from the amenity or the environment (b) are designed for slow-moving traffic (c) are minimised in number.
PO 5.4	Development on land adjoining a coastal reserve is sited and designed to be compatible with the purpose, management and amenity of the reserve and to prevent inappropriate access to or use of the reserve.

Gas and Liquid Petroleum Pipelines Overlay

Desired Outcomes

DO 1	Management of risk to public safety, the environment and security of energy supply from the encroachment of development on gas and liquid petroleum pipeline facilities.
------	--

Performance Outcomes

PO 1.1	<p>Development (including land division) does not present a risk to public health and safety due to any of the following:</p> <ul style="list-style-type: none"> a) continuous noise associated with pipeline facilities used for energy transportation that exceeds the Environment Protection (Noise) Policy b) potential for occasional noise associated with high pressure venting. <p><u>DPF 1.1</u></p> <p><i>Development (including land division creating additional allotments for such purposes) comprises one or more of the following:</i></p> <ul style="list-style-type: none"> a) <i>open space</i> b) <i>roadways</i> c) <i>a class of development that will occur in accordance with an agreement under section 123 of the Planning, Development and Infrastructure Act, 2016</i> d) <i>a dwelling or ancillary building/structure on an allotment approved for residential purposes.</i>
--------	--

Hazards (Acid Sulphate Soils) Overlay

Desired Outcomes

DO 1	Development is located and undertaken to minimise disturbance of potential or actual acid sulfate soils and / or the release of acid drainage.
------	--

Performance Outcomes

PO 1.1	<p>Development that involves excavation or a change to a water table where potential or actual acid sulfate soils are present is undertaken to minimise soil disturbance or drainage; prevent or minimise oxidation; and contain and treat any acid drainage to prevent harm or damage to the environment, primary production, buildings, structures and infrastructure or public health.</p> <p><u>DPF 1.1</u></p> <p><i>Development does not involve or cause:</i></p> <ul style="list-style-type: none"> (a) <i>excavation of land</i> (b) <i>change to a water table.</i>
--------	---

Key Railway Crossings Overlay

Desired Outcomes

DO 1	Safe, efficient and uninterrupted operation of key railway crossings.
------	---

Performance Outcomes

PO 1.1	Site access does not interfere or impact on the safe operation of a railway crossing.
--------	---

Major Urban Transport Routes Overlay

Desired Outcomes

DO 1	Safe and efficient operation of Urban Transport Routes and Major Urban Transport Routes for all road users.
DO 2	Provision of safe and efficient access to and from urban transport routes and major urban transport routes.

Performance Outcomes

PO 1.1	<p>Access is designed to allow safe entry and exit to and from a site to meet the needs of development and minimise traffic flow interference associated with access movements along adjacent State Maintained Roads.</p> <p><u>DPF 1.1</u></p> <p><i>An access point satisfies (a), (b) or (c):</i></p> <p><i>(a) where servicing a single (1) residential dwelling / residential allotment:</i></p> <ul style="list-style-type: none"> <i>(i) it will not result in more than one access point</i> <i>(ii) vehicles can enter and exit the site in a forward direction</i> <i>(iii) vehicles can cross the property boundary at an angle between 70 degrees and 90 degrees</i> <i>(iv) passenger vehicles (with a length up to 5.2m) can enter and exit the site wholly within the kerbside lane of the road</i> <i>(v) have a width of between 3m and 4m (measured at the site boundary).</i> <p><i>(b) where the development will result in 2 and up to 6 dwellings:</i></p> <ul style="list-style-type: none"> <i>(i) it will not result in more than one access point servicing the development site</i> <i>(ii) entry and exit movements are left turn only</i> <i>(iii) vehicles can enter and exit the site in a forward direction</i> <i>(iv) vehicles can cross the property boundary at an angle between 70 degrees and 90 degrees;</i> <i>(v) passenger vehicles (with a length up to 5.2m) can enter and exit the site wholly within the kerbside lane of the road</i> <i>(vi) have a width of between 5.8m to 6m (measured at the site boundary) and an access depth of 6m (measured from the site boundary into the site).</i> <p><i>(c) where the development will result in over 7 dwellings, or is a non-residential land use:</i></p> <ul style="list-style-type: none"> <i>(i) it will not result in more than one access point servicing the development site</i> <i>(ii) vehicles can enter and exit the site using left turn only movements</i> <i>(iii) vehicles can enter and exit the site in a forward direction</i>
--------	--

- (iv) vehicles can cross the property boundary at an angle between 70 degrees and 90 degrees
- (v) have a width of between 6m and 7m (measured at the site boundary), where the development is expected to accommodate vehicles with a length of 6.4m or less
- (vi) have a width of between 6m and 9m (measured at the site boundary), where the development is expected to accommodate vehicles with a length from 6.4m to 8.8m
- (vii) have a width of between 9m and 12m (measured at the site boundary), where the development is expected to accommodate vehicles with a length from 8.8m to 12.5m
- (viii) provides for simultaneous two-way vehicle movements at the access;
 - A. with entry and exit movements for vehicles with a length up to 5.2m vehicles being fully within the kerbside lane of the road
 - and
 - B. with entry movements of 8.8m vehicles (where relevant) being fully within the kerbside lane of the road and the exit movements of 8.8m vehicles do not cross the centreline of the road.

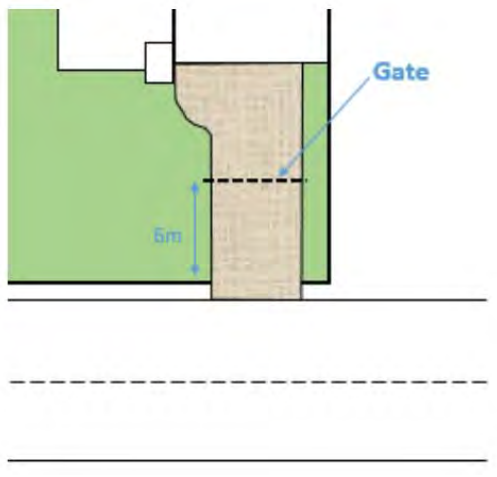
PO 2.1

Sufficient accessible on-site queuing adjacent to access points is provided to meet the needs of development so that all vehicle queues can be contained fully within the boundaries of the development site, to minimise interruption of the functional performance of the road and maintain safe vehicle movements.

DPF

An access point in accordance with one of the following:

- (a) will not service, or is not intended to service, more than 6 dwellings and there are no internal driveways, intersections, car parking spaces or gates within 6.0m of the access point (measured from the site boundary into the site) as shown in the following diagram:



- (b) will service, or is intended to service, development that will generate less than 60 vehicle movements per day and:
 - (i) is expected to be serviced by vehicles with a length no greater than 6.4m
 - (ii) there are no internal driveways, intersections, parking spaces or gates within 6.0m of the access point (measured from the site boundary into the site).

- (c) will service, or is intended to service, development that will generate less than 60 vehicle movements per day and:
- (i) is expected to be serviced by vehicles with a length greater than a 6.4m small rigid vehicle
 - (ii) there are no internal driveways, intersections, parking spaces or gates within 6.0m of the access point (measured from the site boundary into the site)
 - (iii) any termination of, or change in priority of movement within the main car park aisle is located far enough into the site so that the largest vehicle expected on-site can store fully within the site before being required to stop
 - (iv) all parking or manoeuvring areas for commercial vehicles are located a minimum of 12m or the length of the largest vehicle expected on site from the access (measured from the site boundary into the site) as shown in the following diagram:



PO 3.1

Existing access points designed to accommodate the type and volume of traffic likely to be generated by the development.

DPF

An existing access point satisfies (a), (b) or (c):

- (a) it will not service, or is not intended to service, more than 6 dwellings
- (b) it is not located on a Controlled Access Road and will not service development that will result in a larger class of vehicle expected to access the site using the existing access
- (c) it is not located on a Controlled Access Road and development constitutes:
 - (i) a change of use between an office <500m² gross leasable floor area and a consulting room <500m² gross leasable floor area or vice versa
 - (ii) a change in use from a shop to an office, consulting room or personal or domestic services establishment
 - (iii) a change of use from a consulting room or office <250m² gross leasable floor area to shop <250m² gross leasable floor area
 - (iv) a change of use from a shop <500m² gross leasable floor area to a warehouse <500m² gross leasable floor area
 - (v) an office or consulting room with a gross leasable floor area <500m²
 - (vi) a change of use from residential dwelling to a shop, office, consulting room or personal or domestic services establishment with <250m² gross leasable floor area.

PO 5.1

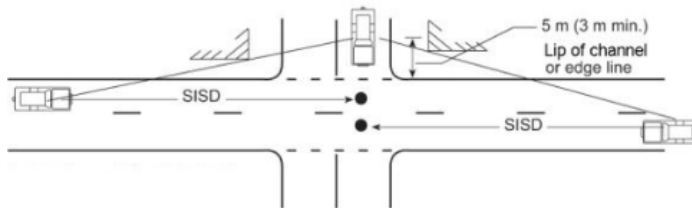
Access points are located and designed to accommodate sight lines that enable drivers and pedestrians to navigate potential conflict points with roads in a controlled and safe manner.

DPF

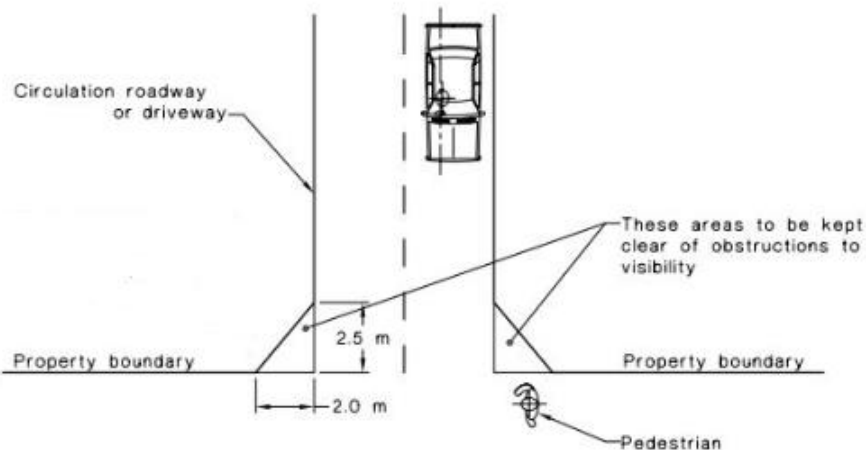
An access point satisfies (a) and (c) or (b) and (c):

- (a) the development site does or is intended to serve between 1 and 6 dwellings and utilises an existing access point or
- (b) drivers approaching or exiting an access point have an unobstructed line of sight in accordance with the following (measured at a height of 1.1m above the surface of the road):

Speed Limit	Access Point serving 1-6 dwellings	Access point serving all other development
40 km/h or less	47m	73m
50 km/h	63m	97m
60 km/h	81m	123m
70 km/h	100m	151m
80 km/h	121m	181m
90 km/h	144m	226m
100 km/h	169m	262m
110km/h	195m	300m



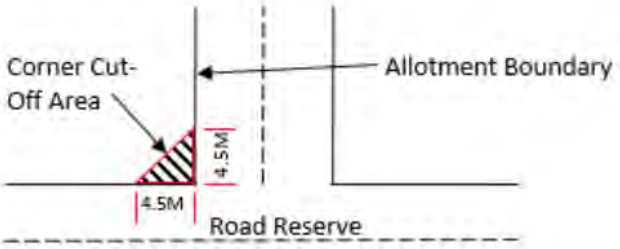
- (c) pedestrian sightlines in accordance with the following diagram:



Po 6.1

Access points constructed to minimise mud or other debris being carried or transferred onto the road to ensure safe road operating conditions.

DPF

	<p>Where the road has an unsealed shoulder and the road is not kerbed the access way is sealed from the edge of seal on the road for a minimum of 10m or to the property boundary (whichever is closer)</p>
PF	<p>Access points designed to minimise negative impact on roadside drainage of water.</p> <p><u>DPF</u></p> <p>Development does not:</p> <ul style="list-style-type: none"> (a) decrease the capacity of an existing drainage point (b) restrict or prevent the flow of stormwater to an existing drainage point and system (c) results in access points becoming stormwater flow paths directly onto the road.
PO 8.1	<p>Buildings or structures that encroach onto, above or below road reserves designed and sited to minimise impact on safe movements by all road users.</p> <p><u>DPF</u></p> <p>No encroachment of buildings or structures onto, above or below the road reserve.</p>
PO 9.1	<p>New junctions with public roads (including the opening of unmade public road junctions) or modifications to existing road junctions located and designed to ensure safe and efficient road operating conditions are maintained on the State Maintained Road.</p> <p><u>DPF</u></p> <p>Development does not comprise any of the following:</p> <ul style="list-style-type: none"> (a) creating a new junction with a public road (b) opening an unmade public road junction (c) modifying an existing public road junction.
PO 10.1	<p>Development is located and designed to maintain sightlines for drivers turning into and out of public road junctions to contribute to driver safety.</p> <p><u>DPF</u></p> <p>Development does not involve building work, or building work is located wholly outside the land shown as 'Corner Cut-Off Area' in the following diagram:</p> 

Non-stop Corridor Overlay

Desired Outcomes

DO 1	Safe and efficient operation of non-stop corridors, where free-flowing traffic movement is prioritised.
------	---

Performance Outcomes

PO 1.1	The safety, efficiency and functional performance of non-stop corridors is maintained.
--------	--

Traffic Generating Development Overlay

Desired Outcomes

DO 1	Safe and efficient operation of Urban Transport Routes and Major Urban Transport Routes for all road users.
DO 2	Provision of safe and efficient access to and from urban transport routes and major urban transport routes.

Performance Outcomes

PO 1.1	Development designed to minimise its potential impact on the safety, efficiency and functional performance of the State Maintained Road network.
PO 1.2	Access points sited and designed to accommodate the type and volume of traffic likely to be generated by development.
PO 1.3	Sufficient accessible on-site queuing provided to meet the needs of the development so that queues do not impact on the State Maintained Road network.

Prescribed Wells Area Overlay

Desired Outcomes

DO 1	Sustainable water use in prescribed wells areas.
------	--

Performance Outcomes

PO 1.1	<p>All development, but in particular involving any of the following:</p> <ul style="list-style-type: none"> (a) horticulture (b) activities requiring irrigation (c) aquaculture (d) industry (e) intensive animal husbandry (f) commercial forestry <p>has a lawful, sustainable and reliable water supply that does not place undue strain on water resources in prescribed wells areas.</p> <p><i>DPE</i></p>
--------	---

	<p><i>Development satisfies either of the following:</i></p> <p>(a) <i>the applicant has a current water licence in which sufficient spare capacity exists to accommodate the water needs of the proposed use</i> or</p> <p>(b) <i>the proposal does not involve the taking of water for which a licence would be required under the Landscape South Australia Act 2019.</i></p>
--	--

Water Resources Overlay

Desired Outcomes

DO 1	Protection of the quality of surface waters considering adverse water quality impacts associated with projected reductions in rainfall and warmer air temperatures as a result of climate change.
DO 2	Maintain the conveyance function and natural flow paths of watercourses to assist in the management of flood waters and stormwater runoff.

Performance Outcomes

PO 1.1	Watercourses and their beds, banks, wetlands and floodplains (1% AEP flood extent) are not damaged or modified and are retained in their natural state, except where modification is required for essential access or maintenance purposes.
PO 1.2	Development avoids interfering with the existing hydrology or water regime of swamps and wetlands other than to improve the existing conditions to enhance environmental values.
PO 1.3	Wetlands and low-lying areas providing habitat for native flora and fauna are not drained, except temporarily for essential management purposes to enhance environmental values.
PO 1.4	Watercourses, areas of remnant native vegetation, or areas prone to erosion that are capable of natural regeneration are fenced off to limit stock access.
PO 1.5	<p>Development that increases surface water run-off includes a suitably sized strip of vegetated land on each side of a watercourse to filter runoff to:</p> <p>(a) reduce the impacts on native aquatic ecosystems</p> <p>(b) minimise soil loss eroding into the watercourse.</p> <p><u>DPF 1.5</u></p> <p><i>A strip of land 20m or more wide measured from the top of existing banks on each side of the watercourse is free from development, livestock use and revegetated with locally indigenous vegetation.</i></p>
PO 1.6	<p>Development resulting in the depositing or placing of an object or solid material in a watercourse or lake occurs only where it involves any of the following:</p> <p>(a) the construction of an erosion control structure</p> <p>(b) devices or structures used to extract or regulate water flowing in a watercourse</p> <p>(c) devices used for scientific purposes</p> <p>(d) the rehabilitation of watercourses.</p>
PO 1.7	Watercourses, floodplains (1% AEP flood extent) and wetlands protected and enhanced by retaining and protecting existing native vegetation.

PO 1.8	Watercourses, floodplains (1% AEP flood extent) and wetlands are protected and enhanced by stabilising watercourse banks and reducing sediments and nutrients entering the watercourse.
PO 1.9	Dams, water tanks and diversion drains are located and constructed to maintain the quality and quantity of flows required to meet environmental and downstream needs.

GENERAL DEVELOPMENT POLICIES

Clearance from Overhead Powerlines

Desired Outcomes

DO 1	Protection of human health and safety when undertaking development in the vicinity of overhead transmission powerlines.
------	---

Performance Outcomes

PO 1.1	<p>Buildings are adequately separated from aboveground powerlines to minimise potential hazard to people and property.</p> <p><u>DPF</u></p> <p><i>One of the following is satisfied:</i></p> <p>(a) <i>a declaration is provided by or on behalf of the applicant to the effect that the proposal would not be contrary to the regulations prescribed for the purposes of section 86 of the Electricity Act 1996</i></p> <p><i>there are no aboveground powerlines adjoining the site that are the subject of the proposed development.</i></p>
--------	--

Design

Desired Outcomes

DO 1	<p>Development is:</p> <ul style="list-style-type: none"> (a) contextual - by considering, recognising and carefully responding to its natural surroundings or built environment and positively contributes to the character of the immediate area (b) durable - fit for purpose, adaptable and long lasting (c) inclusive - by integrating landscape design to optimise pedestrian and cyclist usability, privacy and equitable access, and promoting the provision of quality spaces integrated with the public realm that can be used for access and recreation and help optimise security and safety both internally and within the public realm, for occupants and visitors (d) sustainable - by integrating sustainable techniques into the design and siting of development and landscaping to improve community health, urban heat, water management, environmental performance, biodiversity and local amenity and to minimise energy consumption.
------	---

Performance Outcomes

PO 1.5	The negative visual impact of outdoor storage, waste management, loading and service areas is minimised by integrating them into the building design and screening them from public view (such as fencing, landscaping and built form) taking into account the form of development contemplated in the relevant zone.
PO 31.1	Development likely to result in significant risk of export of litter, oil or grease includes stormwater management systems designed to minimise pollutants entering stormwater.
PO 31.2	Water discharged from a development site is of a physical, chemical and biological condition equivalent to or better than its pre-developed state.
PO 32.1	<p>Areas for activities including loading and unloading, storage of waste refuse bins in commercial and industrial development or wash-down areas used for the cleaning of vehicles, vessels, plant or equipment are:</p> <ul style="list-style-type: none"> (a) designed to contain all wastewater likely to pollute stormwater within a bunded and roofed area to exclude the entry of external surface stormwater run-off (b) paved with an impervious material to facilitate wastewater collection (c) of sufficient size to prevent 'splash-out' or 'over-spray' of wastewater from the wash-down area (d) designed to drain wastewater to either: <ul style="list-style-type: none"> (i) a treatment device such as a sediment trap and coalescing plate oil separator with subsequent disposal to a sewer, private or Community Wastewater Management Scheme or (ii) a holding tank and its subsequent removal off-site on a regular basis.

Interface Between Land Uses

Desired Outcomes

DO 1	Development is located and designed to mitigate adverse effects on or from neighbouring and proximate land uses.
------	--

Performance Outcomes

PO 1.2	Development adjacent to a site containing a sensitive receiver (or lawfully approved sensitive receiver) or zone primarily intended to accommodate sensitive receivers is designed to minimise adverse impacts.
--------	---

<p>PO 2.1</p>	<p>Non-residential development does not unreasonably impact the amenity of sensitive receivers (or lawfully approved sensitive receivers) or an adjacent zone primarily for sensitive receivers through its hours of operation having regard to:</p> <ul style="list-style-type: none"> (a) the nature of the development (b) measures to mitigate off-site impacts (c) the extent to which the development is desired in the zone (d) measures that might be taken in an adjacent zone primarily for sensitive receivers that mitigate adverse impacts without unreasonably compromising the intended use of that land.
<p>PO 4.1</p>	<p>Development that emits noise (other than music) does not unreasonably impact the amenity of sensitive receivers (or lawfully approved sensitive receivers).</p> <p><u>DPF</u></p> <p><i>Noise that affects sensitive receivers achieves the relevant Environment Protection (Commercial and Industrial Noise) Policy criteria.</i></p>
<p>PO 4.2</p>	<p>Areas for the on-site manoeuvring of service and delivery vehicles, plant and equipment, outdoor work spaces (and the like) are designed and sited to not unreasonably impact the amenity of adjacent sensitive receivers (or lawfully approved sensitive receivers) and zones primarily intended to accommodate sensitive receivers due to noise and vibration by adopting techniques including:</p> <ul style="list-style-type: none"> (a) locating openings of buildings and associated services away from the interface with the adjacent sensitive receivers and zones primarily intended to accommodate sensitive receivers (b) when sited outdoors, locating such areas as far as practicable from adjacent sensitive receivers and zones primarily intended to accommodate sensitive receivers (c) housing plant and equipment within an enclosed structure or acoustic enclosure (d) providing a suitable acoustic barrier between the plant and / or equipment and the adjacent sensitive receiver boundary or zone.
<p>PO 5.1</p>	<p>Development with the potential to emit harmful or nuisance-generating air pollution incorporates air pollution control measures to prevent harm to human health or unreasonably impact the amenity of sensitive receivers (or lawfully approved sensitive receivers) within the locality and zones primarily intended to accommodate sensitive receivers.</p>
<p>PO 6.1</p>	<p>External lighting is positioned and designed to not cause unreasonable light spill impact on adjacent sensitive receivers (or lawfully approved sensitive receivers).</p>
<p>PO 6.2</p>	<p>Development is designed and comprised of materials and finishes that do not unreasonably cause a distraction to adjacent road users and pedestrian areas or unreasonably cause heat loading and micro-climatic impacts on adjacent buildings and land uses as a result of reflective solar glare.</p>

Site Contamination

Desired Outcomes

DO 1	Ensure land is suitable for the proposed use in circumstances where it is, or may have been, subject to site contamination.
------	---

Performance Outcomes

PO 1.1	<p>Ensure land is suitable for use when land use changes to a more sensitive use.</p> <p><u>DPF</u></p> <p><i>Development satisfies (a), (b), (c) or (d):</i></p> <ul style="list-style-type: none"> <i>(a) does not involve a change in the use of land</i> <i>(b) involves a change in the use of land that does not constitute a change to a more sensitive use</i> <i>(c) involves a change in the use of land to a more sensitive use on land at which site contamination is unlikely to exist (as demonstrated in a site contamination declaration form)</i> <i>(d) involves a change in the use of land to a more sensitive use on land at which site contamination exists, or may exist (as demonstrated in a site contamination declaration form), and satisfies both of the following:</i> <ul style="list-style-type: none"> <i>(i) a site contamination audit report has been prepared under Part 10A of the Environment Protection Act 1993 in relation to the land within the previous 5 years which states that-</i> <ul style="list-style-type: none"> <i>A. site contamination does not exist (or no longer exists) at the land or</i> <i>B. the land is suitable for the proposed use or range of uses (without the need for any further remediation) or</i> <i>C. where remediation is, or remains, necessary for the proposed use (or range of uses), remediation work has been carried out or will be carried out (and the applicant has provided a written undertaking that the remediation works will be implemented in association with the development)</i> <p style="text-align: center;"><i>and</i></p> <i>(ii) no other class 1 activity or class 2 activity has taken place at the land since the preparation of the site contamination audit report (as demonstrated in a site contamination declaration form)</i>
--------	--

Transport, Access and Parking

Desired Outcomes

DO 1	A comprehensive, integrated and connected transport system that is safe, sustainable, efficient, convenient and accessible to all users.
------	--

Performance Outcomes

PO 1.1	Development is integrated with the existing transport system and designed to minimise its potential impact on the functional performance of the transport system.
PO 1.2	Development is designed to discourage commercial and industrial vehicle movements through residential streets and adjacent other sensitive receivers.
PO 1.3	Industrial, commercial and service vehicle movements, loading areas and designated parking spaces are separated from passenger vehicle car parking areas to ensure efficient and safe movement and minimise potential conflict.
PO 1.4	Development is sited and designed so that loading, unloading and turning of all traffic avoids interrupting the operation of and queuing on public roads and pedestrian paths. <u>DPF</u> <i>All vehicle manoeuvring occurs onsite.</i>
PO 2.1	Sightlines at intersections, pedestrian and cycle crossings, and crossovers to allotments for motorists, cyclists and pedestrians are maintained or enhanced to ensure safety for all road users and pedestrians.
PO 2.2	Walls, fencing and landscaping adjacent to driveways and corner sites are designed to provide adequate sightlines between vehicles and pedestrians.
PO 3.1	Safe and convenient access minimises impact or interruption on the operation of public roads. <u>DPF</u> <i>The access is:</i> <i>(a) provided via a lawfully existing or authorised driveway or access point or an access point for which consent has been granted as part of an application for the division of land or</i> <i>(b) not located within 6m of an intersection of 2 or more roads or a pedestrian activated crossing.</i>
PO 3.3	Access points are sited and designed to accommodate the type and volume of traffic likely to be generated by the development or land use.
PO 3.8	Driveways, access points, access tracks and parking areas are designed and constructed to allow adequate movement and manoeuvrability having regard to the types of vehicles that are reasonably anticipated.
PO 3.9	Development is designed to ensure vehicle circulation between activity areas occurs within the site without the need to use public roads.
PO 5.1	Sufficient on-site vehicle parking and specifically marked accessible car parking places are provided to meet the needs of the development or land use having regard to factors that may support a reduced on-site rate such as: <i>(a) availability of on-street car parking</i>

	<p>(b) shared use of other parking areas</p> <p>(c) in relation to a mixed-use development, where the hours of operation of commercial activities complement the residential use of the site, the provision of vehicle parking may be shared</p> <p>(d) the adaptive reuse of a State or Local Heritage Place.</p> <p><u>DPF</u></p> <p><i>Development provides a number of car parking spaces on-site at a rate no less than the amount calculated using one of the following, whichever is relevant:</i></p> <p>(a) <i>Transport, Access and Parking Table 2 - Off-Street Vehicle Parking Requirements in Designated Areas if the development is a class of development listed in Table 2 and the site is in a Designated Area</i></p> <p>(b) <i>Transport, Access and Parking Table 1 - General Off-Street Car Parking Requirements where (a) does not apply</i></p> <p>(c) <i>if located in an area where a lawfully established carparking fund operates, the number of spaces calculated under (a) or (b) less the number of spaces offset by contribution to the fund.</i></p>
PO 6.5	<p>Vehicle parking areas that are likely to be used during non-daylight hours are provided with sufficient lighting to entry and exit points to ensure clear visibility to users.</p>
PO 6.6	<p>Loading areas and designated parking spaces for service vehicles are provided within the boundary of the site.</p> <p><u>DPF</u></p> <p><i>Loading areas and designated parking spaces are wholly located within the site.</i></p>

Appendix B – Certificate of Title

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 6239 Folio 959

Parent Title(s) CT 6209/321, CT 6209/323
Creating Dealing(s) RTC 13314694
Title Issued 09/07/2020 **Edition** 2 **Edition Issued** 25/05/2022

Estate Type

FEE SIMPLE

Registered Proprietor

URBAN RENEWAL AUTHORITY
OF GPO BOX 698 ADELAIDE SA 5001

Description of Land

ALLOTMENT COMPRISING PIECES 501 AND 502 DEPOSITED PLAN 121878
IN THE AREAS NAMED DRY CREEK AND GILLMAN
HUNDRED OF PORT ADELAIDE

Easements

SUBJECT TO EASEMENT(S) OVER THE LAND MARKED D ON D121878 FOR DRAINAGE PURPOSES (RTC 12618080)

SUBJECT TO EASEMENT(S) OVER THE LAND MARKED Q ON D121878 (TG 10408821)

SUBJECT TO FREE AND UNRESTRICTED RIGHT(S) OF WAY OVER THE LAND MARKED A ON D121878 (RTC 11406711)

SUBJECT TO FREE AND UNRESTRICTED RIGHT(S) OF WAY OVER THE LAND MARKED C ON D121878 (RTC 11383394)

SUBJECT TO FREE AND UNRESTRICTED RIGHT(S) OF WAY OVER THE LAND MARKED F ON D121878 (RTC 12945553)

SUBJECT TO FREE AND UNRESTRICTED RIGHT(S) OF WAY OVER THE LAND MARKED G ON D121878 (RTC 13314694)

Schedule of Dealings

Dealing Number	Description
12621329	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(1)
13247810	CAVEAT BY REGISTRAR-GENERAL OVER PORTION

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan NIL

Registrar-General's Notes

APPROVED D122961

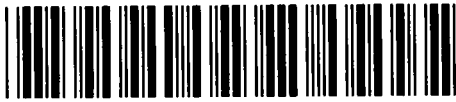
APPROVED D124601

Administrative Interests

NIL

Appendix C – Land Management Agreement

Orig. **AG 12621329**



10:49 27-Oct-2016
1 of 1

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR GENERAL
**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

Prefix
Series No.

BELOW THIS LINE FOR AGENT USE ONLY

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

SOLICITOR Solicitor/Registered Conveyancer/Applicant

DAVID VEDIS

**CROWN INSTRUMENT
NO FEES OR STAMP DUTY
PAYABLE**

AGENT CODE

Lodged by:) Crown Solicitor's Office
) GPO Box 464 **CSOL-22**
Correction to:) ADELAIDE SA 5001

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

CORRECTION	PASSED
REGISTERED	
14 NOV 2016	
 REGISTRAR GENERAL SOUTH AUSTRALIA	

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

To the Registrar General

- 1. The MINISTER FOR PLANNING a body corporate pursuant to s 7(1) of the Administrative Arrangements Act 1994 ("the Minister") of Adelaide 5000 has entered into the attached Land Management Agreement dated the 26TH day of OCTOBER 2016 ("the Agreement") with URBAN RENEWAL AUTHORITY (ABN 86 832 349 553) of Level 9 West, Riverside Centre, North Terrace, Adelaide SA 5000 and the MINISTER FOR TRANSPORT AND INFRASTRUCTURE of Level 8, 178 North Terrace, Adelaide, South Australia 5000 pursuant to s 57(1) of the Development Act 1993 ("the Act")
2. The Agreement relates to the whole of the land comprised in a Certificates of Title Volume 5329 Folio 121, Volume 5601 Folio 991, Volume 5921 Folio 106, Volume 6175 Folio 406, Volume 6175 Folio 407, Volume 6054 Folio 510, Volume 6058 Folio 238 and Volume 6060 Folio 577 ("the land").

Volume 6182 Folios 261 and 262

NOW WHOLE OF LAND IN CT. VOL 6182 FOL 876

NOW THEREFORE the Minister applies pursuant to s 57(5) of the Act to note the Agreement against the land.

DATED the 26 day of October 2016

SIGNED

by the Chief Development Officer of the Department of Planning, Transport and Infrastructure as an authorised delegate of MINISTER FOR PLANNING

[Handwritten signature]

in the presence of:

[Handwritten signature]

Witness Signature

PHILIP LAWES

Print Full Name (BLOCK LETTERS)

MANAGER, INFRASTRUCTURE & SERVICES PLANNING

Position Held

77 GRENFELL ST

ADELAIDE

Address

Business Hours Telephone No. 0401 124 100

Land Management Agreement

PARTIES

MINISTER FOR PLANNING a body corporate pursuant to the *Administrative Arrangements Act 1994 (SA)* of 9th Floor Terrace Towers, 178 North Terrace, Adelaide 5000 in the State of South Australia (**Minister for Planning**)

AND

MINISTER FOR TRANSPORT AND INFRASTRUCTURE of Level 8, 178 North Terrace, Adelaide, South Australia 5000 (**Minister**)

AND

URBAN RENEWAL AUTHORITY (ABN 86 832 349 553) of Level 9 West, Riverside Centre, North Terrace, Adelaide SA 5000 (**Owner**).

BACKGROUND

- A. The Owner is the registered proprietor of the Site.
- B. The Owner and Adelaide Capital Partners Pty Ltd (**ACP**) have entered into an option deed under which ACP and/or its nominee has an equitable right to purchase the land comprised in the Site over 3 stages (**Option Deed**).
- C. Pursuant to the Option Deed the Owner and ACP have agreed the Project Plan and ACP is proposing to develop the Site for commercial use in accordance with the Project Plan (**Proposed Development**).
- D. ACP has exercised its option to acquire the Stage 1 Option Land. Subsequently, pursuant to the Option Deed, the Owner and ACP have entered a Land Sale Contract with respect to the Stage 1 Option Land.
- E. The Minister, ACP and the Owner have entered into the Road Infrastructure Deed and ACP and the Owner have entered into the Stormwater Infrastructure Deed, pursuant to which (and to the extent that ACP proceeds with the Proposed Development), the parties to each of the deeds have agreed to a framework for:
 - the design, implementation and funding of certain road infrastructure; and
 - the design, implementation and funding of certain stormwater infrastructure;relating to the Proposed Development.
- F. The Minister for Planning, the Minister and the Owner wish to control development of the Land to ensure that the Minister for Planning's and the Minister's requirements relating to road infrastructure as set out in clause 2 of this deed and the Road

Infrastructure Deed, are met.

- G. The Minister for Planning and the Owner wish to control development of the ^{Site} ~~Land~~ to ensure that the Minister for Planning's and the Owner's requirements relating to stormwater infrastructure as set out in clause 2 of this deed and the Stormwater Infrastructure Deed, are met.
- H. The Owner has agreed to ensure that the Site is always developed in accordance with this deed.
- I. Minister for Planning, the Minister and the Owner agree that the obligations under this deed are intended to be complied with by all occupiers and persons having enjoyment from time to time of the Site (including without limitation ACP) and that it is the Owner's responsibility to ensure that all such persons comply with the terms of this deed.
- J. Pursuant to section 57(2) of the Act, the Owner, the Minister for Planning and the Minister have agreed to enter into this deed relating to the development of the Site subject to the terms and conditions of this deed.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed:

Act means the *Development Act 1993 (SA)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in South Australia;

DPA Condition means the condition which is set out in clause 3.2 of the Road Infrastructure Deed;

Owner means the registered proprietor in fee simple of the Site and includes a transferee or assignee of the Owner from time to time;

Project Plan means the Project Plan approved under the Option Deed;

Road Infrastructure Deed means a deed substantially in the form of the deed attached as Annexure A or as otherwise agreed between the parties to the Road Infrastructure Deed from time to time;

Site means the land owned by the Owner which is contained in Certificates of Title Volume 5329 Folio 121, Volume 5601 Folio 991, ~~Volume 5921 Folio 106~~, Volume 6153 Folio 333, Volume 6054 Folio 510, ~~Volume 6058 Folio 238~~ and ~~Volume 6060 Folio 577~~; *Folios 260, 261 and 262; Volume 6182*

Stage 1 Option Land has the meaning given by the Option Deed;

Stormwater Infrastructure Deed means a deed substantially in the form of the deed attached as Annexure B or as otherwise agreed between the parties to the Stormwater Infrastructure Deed from time to time;

1.2 Interpretation

In this deed, unless the context otherwise requires:

1.2.1 headings do not affect interpretation;

1.2.2 singular includes plural and plural includes singular;

1.2.3 words of one gender include any gender;

1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;

1.2.5 a reference to the Owner includes each person registered or entitled to be registered as a proprietor of an estate in fee simple of the Site.

1.2.6 a reference to a person includes a partnership, corporation, association, government body and any other entity;

1.2.7 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

1.2.8 an agreement, representation, warranty, or indemnity in favour of two or more parties (including where two or more persons are included in

the same defined term) benefits them jointly and severally;

- 1.2.9 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.2.10 a provision is not construed against a party only because that party drafted it;
- 1.2.11 an unenforceable provision or part of a provision may be severed, and the remainder of this deed continues in force, unless this would materially change the intended effect of this deed;
- 1.2.12 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- 1.2.13 an expression defined in the Act has the meaning given by the Act at the date of this deed.

1.3 **Background**

The Background forms part of this deed and is correct at the date of this deed.

1.4 **Legislation**

The requirements of the deed are to be construed as additional to the requirements of the Act and any other legislation affecting the Site.

2. **UNDERTAKINGS OF THE OWNER**

- 2.1 The Owner must comply with all of the Owner's obligations relating to the Site under this deed.
- 2.2 To the extent that the Road Infrastructure Deed is fully executed and legally effective, the Owner must comply with all of the Owner's obligations relating to land division or development under this deed and to the person described as the Landowner in the Road Infrastructure Deed.
- 2.3 To the extent that the Stormwater Infrastructure Deed is fully executed and legally effective, the Owner must comply with all of the Owner's obligations relating to land division or development under this deed and to the person described as the Landowner in the Stormwater Infrastructure Deed.

3. **CONTRAVENTION OF LMA**

- 3.1 The Owner acknowledges and agrees that:
 - 3.1.1 a contravention or threatened contravention of this deed is regarded as a breach of Part 11, Division 1, section 83(b) of the Act and that the Minister for Planning, whether on its own accord or at the request of the Minister, is entitled to exercise any enforcement mechanism provided for and in accordance with the Act or at law;
 - 3.1.2 the Minister for Planning may or the Minister may require the Minister for Planning to appoint an authorised officer in accordance with

section 18 of the Act to enable the Minister for Planning to enter and inspect the Site or any building on the Site and exercise any of the powers conferred and in accordance with section 19 of the Act; and

3.1.3 the Minister for Planning may or the Minister may require the Minister for Planning to enter upon the Site and carry out work which the Owner is required to perform under this deed and the Road Infrastructure Deed and to recover costs associated with such work from the Owner.

3.2 To the extent permitted by law, the Minister for Planning may delegate any of its powers under this deed to any person.

3.3 To the extent permitted by law, the Minister may delegate any of its powers under this deed to any person.

4. VARIATION AND WAIVER

4.1 This deed may not be varied except by a supplementary deed signed by Minister for Planning, the Minister and the Owner.

4.2 Minister for Planning and the Minister together, 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 is effective unless expressed in writing and signed by Minister for Planning and the Minister.

5. TRANSFER OF SITE

Prior to transferring any portion of the Site, the Owner must, procure the intended transferee of that portion of the Site to enter into a deed on substantially the same terms as this deed and deliver that signed deed to the Minister for Planning and the Minister.

6. INDEMNITY

6.1 The Owner indemnifies the Minister for Planning and the Minister from and against all loss and damage resulting from a breach of clauses 2 and 5 of this deed.

6.2 Without limiting the indemnity in clause 6.1, the Minister for Planning and the Minister are entitled to seek orders from a Court for specific performance of the obligations specified in this clause 6, whether in accordance with the Act or at law.

7. NOTING OF THIS DEED

Each party must at its own cost do and execute all such acts documents and things as are necessary to ensure that as soon as is practicable after the execution of this deed by all necessary parties this deed is noted against the Certificates of Title for the Site under section 57(5) of the Act.

8. MISCELLANEOUS

8.1 Waiver

A waiver of a provision of or right under this deed:

8.1.1 must be in writing signed by the part giving the waiver;

8.1.2 is effective only to the extent set out in the written waiver.

8.2 Exercise of power

8.2.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this deed is not a waiver of that power or right.

8.2.2 An exercise of a power or right under this deed does not preclude a further exercise of it or the exercise of another right or power.

8.3 Survival

Each indemnity, obligation of confidence and other term capable of taking effect after the expiration or termination of the deed, remains in force after the expiration or termination of this deed.

8.4 Governing law

This deed is governed by the law of South Australia.

8.5 Severance

Part or all of any provision of this deed that is illegal or unenforceable may be severed from the deed however the remaining provisions of the Deed will continue in full force and effect.

9. NOTICES

9.1 A notice, demand, consent, approval or communication under this deed (Notice) must be:

9.1.1 in writing, in English and signed by a person authorised by the sender; and

9.1.2 hand delivered or sent by pre-paid post to the recipient's address specified in this deed, as varied by any Notice given by the recipient to the sender.

9.2 A Notice is deemed to be received:

9.2.1 if hand delivered, on delivery; and

9.2.2 if sent by prepaid mail, two Business Days after posting (or seven Business Days after posting if posting to or from a place outside of Australia)

however if the Notice is deemed to be received on a day that is not a Business Day or after 5:00pm, the Notice is deemed to be received at 9:00am on the next Business Day.

9.3 If two or more persons comprise a party, Notice to one is effective Notice to all.

10. COSTS

The parties will bear their own costs of and incidental to preparing and negotiating this deed and the Owner will bear the cost associated with stamping and noting this deed.

EXECUTED as a deed on

~~THE COMMON SEAL of MINISTER FOR PLANNING was hereunto affixed in the presence of:~~

REFER TO ATTACHED SCHEDULE

Witness

Print Name:

~~SIGNED for and on behalf of the MINISTER FOR TRANSPORT AND INFRASTRUCTURE by his duly constituted Attorney pursuant to Power of Attorney No. 12317028, who has not received a notice of the revocation of that Power of Attorney, in the presence of:~~



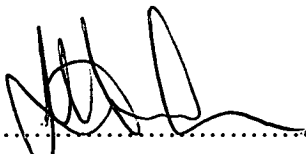
Department of Planning, Transport and Infrastructure

~~Witness~~

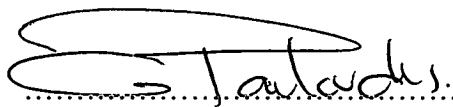
Donald John Hobben
Full name of Attorney
Address:
C/- DPTI
GPO Box 1533
ADELAIDE SA 5001
Tel: 8343 2222

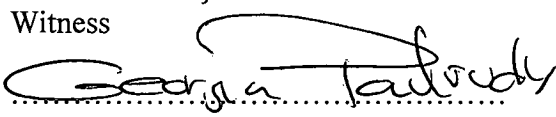
~~NICOLA DIMECH
Full Name of Witness
Address:
C/- DPTI
GPO Box 1533
ADELAIDE SA 5001
Tel: 8343 2222~~

SIGNED for and on behalf of the
URBAN RENEWAL AUTHORITY
trading as Renewal SA by its duly
constituted Attorney pursuant to Power of
Attorney No. GP 2/2015/PA 12302863,
who has not received a notice of the
revocation of that Power of Attorney in
the presence of:


.....
Attorney

John Francis Hanlon
Full Name of Attorney
Address:
C/- Renewal SA
Level 9 Riverside Centre
North Terrace, Adelaide SA 5000
Tel: 8207 1300


.....
Witness

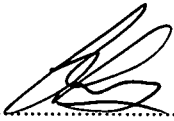

.....
Full Name of Witness
Address:
C/- Renewal SA
Level 9 Riverside Centre
North Terrace, Adelaide SA 5000
Tel: 8207 1300

SCHEDULE

SIGNED

by the Chief Development Officer of the
Department of Planning, Transport
and Infrastructure as an authorised delegate of
MINISTER FOR PLANNING
in the presence of:

)
)
)
)
)
) 26/10/16



Witness

Philip Lawes

Print Name

ANNEXURE A
Road Infrastructure Deed

GILLMAN
INTERIM ROAD INFRASTRUCTURE DEED

BETWEEN

URBAN RENEWAL AUTHORITY
("Renewal SA")

-AND-

ADELAIDE CAPITAL PARTNERS PTY LTD
("ACP")

-AND-

MINISTER FOR TRANSPORT AND INFRASTRUCTURE
("Minister")



**Government
of South Australia**

CROWN SOLICITOR
Level 9, 45 Pirie Street, Adelaide SA 5000

TABLE OF CONTENTS

1.	ACKNOWLEDGEMENT	4
2.	DEFINITIONS AND INTERPRETATION	4
3.	CONDITIONS OF DEED.....	10
4.	LANDOWNER'S OBLIGATION TO CONDUCT DETAILED INVESTIGATIONS.....	11
5.	PROCESS FOR DETERMINING ROAD INFRASTRUCTURE INTERVENTIONS....	11
6.	PRINCIPLES TO DETERMINE ROAD INFRASTRUCTURE INTERVENTIONS AND CONTRIBUTIONS	12
7.	ROAD INFRASTRUCTURE INTERVENTIONS AND CONTRIBUTIONS TO BE DETERMINED (BEFORE APPLICATION FOR BUILDING RULES CONSENT OR DEPOSIT).....	13
8.	PAYMENT OF CONTRIBUTIONS.....	14
9.	MINISTER'S RESPONSIBILITIES	14
10.	PARTY OTHER THAN MINISTER MAY CONSTRUCT ROAD INFRASTRUCTURE INTERVENTIONS.....	15
11.	BANK GUARANTEE.....	15
12.	TRANSFER OF SITE OR ASSIGNMENT OF DEED.....	16
13.	GOODS AND SERVICES TAX.....	17
14.	DISPUTE RESOLUTION.....	17
15.	TIME OF THE ESSENCE	19
16.	VARIATION.....	19
17.	COSTS	19
18.	NOTICES.....	19
19.	COUNTERPARTS.....	20
20.	PUBLIC DISCLOSURE	20
21.	LMA.....	20
22.	ASSIGNMENT OF MINISTER'S RIGHTS AND OBLIGATIONS	21

ANNEXURE 1 Form of LMA

ANNEXURE 2 Rezone Area Plan

BETWEEN:

URBAN RENEWAL AUTHORITY (ABN 86 832 349 553) of Level 9 West, Riverside Centre, North Terrace, Adelaide SA 5000
("Renewal SA")

AND

ADELAIDE CAPITAL PARTNERS PTY LTD (ACN 160 437 562) of corner of Wingfield Road and Hines Road, Wingfield, South Australia 5013 and/or Nominee ("**ACP**")

AND

MINISTER FOR TRANSPORT AND INFRASTRUCTURE a body corporate pursuant to the *Administrative Arrangements Act* of Level 8, 178 North Terrace, Adelaide, South Australia 5000 ("**Minister**")

AND

BACKGROUND:

- A. As at the date of this deed (**Deed**), Renewal SA owns all of the land comprised in the Site.
- B. Renewal SA and ACP have entered into an option deed under which ACP and/or its nominee has an equitable right to purchase the land comprised in the Site over 3 stages (**Option Deed**).
- C. Pursuant to the Option Deed Renewal SA and ACP have agreed the Project Plan.
- D. ACP has exercised its option to acquire the Stage 1 Option Land. Subsequently, pursuant to the Option Deed, Renewal SA and ACP have entered a Land Sale Contract with respect to the Stage 1 Option Land.
- E. The parties acknowledge and agree that:
 - a. if Renewal SA were to develop the Site and the Study Area it would be generally in accordance with the Gillman Master Plan but that as at the date of this Deed, Renewal SA does not intend to directly undertake the development of any part of the Site;

- b. to the extent that ACP exercises its options to purchase the various components of the Site pursuant to the Option Deed, ACP will be the party which directly undertakes the development of the land comprised in the Site and ACP intends to develop the Site in accordance with the Project Plan under the Option Deed;
 - c. as at the date of this Deed, significant portions of the Site were not zoned in a manner that would directly facilitate development in accordance with the Gillman Master Plan, and it is anticipated that this inconsistency will be resolved if the Draft DPA is approved by the Minister for Planning (or delegate) and subsequently implemented;
 - d. existing road infrastructure in the immediate vicinity of the Site will not have sufficient capacity over time to accommodate traffic that will be generated through development of the Site in accordance with either the Gillman Master Plan or the Project Plan;
 - e. this Deed provides an endorsed mechanism for ensuring that appropriate infrastructure upgrades (including but not limited to traffic interventions) are implemented at appropriate times during the development of the Site; and
 - f. in accordance with this Deed and the LMA, the Minister will not consent to the transfer of an undeveloped portion of the Site to a Purchaser unless the Landowner and the Purchaser agree to the transfer of all rights, obligations and responsibilities as set out in this Deed with respect to that portion of the Site; or as otherwise provided in this Deed.
- F. The Minister through the Department of Planning, Transport and Infrastructure is responsible for the arterial road network in the Study Area, including without limitation the Study Road Infrastructure Interventions.
- G. Renewal SA intends that the relevant portions of the Site be rezoned in accordance with the Draft DPA and it is acknowledged that ACP provided submissions in relation to proposed changes to the Draft DPA.
- H. The Minister wishes to encourage the development of the Site in accordance with the Draft DPA.
- I. A Development Plan Amendment (DPA) under section 26(8)(d) of the *Development Act 1993* to the Development Plan for the area comprising the Rezone Area within the Precinct is yet to be approved and gazetted by the Minister for Planning (or the Minister's delegate).
- J. The parties acknowledge and agree that:
- should the development of the Site proceed in the manner envisaged by the Draft DPA, various road infrastructure interventions (including the Study Area Road Infrastructure Interventions), generally in accordance with the Gillman Master Plan, are likely to be required;

- the exact details relating to the scope, costs and timing of the Study Area Road Infrastructure Interventions are not known at the Commencement Date and as such may differ from what is described in the Gillman Master Plan;
 - those road infrastructure interventions that would ordinarily form part of the required works to process a plan of division Development Authorisation are not intended to be managed by the operation of this Deed; and
 - the Study Area Road Infrastructure Interventions that would not ordinarily form part of the required works to process a plan of division Development Authorisation are intended to be managed by the operation of this Deed
- K. The parties acknowledge and agree that if ACP seeks a relevant Development Authorisation prior to becoming the registered proprietor of any piece of land comprising the whole or a portion of the Site, it is responsible (as Landowner) for any obligations arising under this Deed that relate to the relevant Development Authorisation.
- L. The parties acknowledge and agree that the parties must, before the whole of any part of the Site is subdivided (other than to create Super Lots) or developed, negotiate in good faith to determine the Road Infrastructure Interventions in relation to that part of the Site following an analysis by each party of the results of the Detailed Investigations.
- M. The parties agree to make monetary contributions to the Study Area Road Infrastructure Interventions in accordance with this Deed during the Term and that unless otherwise specified in this Deed, the Minister will construct or procure the construction of the Study Area Road Infrastructure Interventions.
- N. The parties acknowledge that as at the date of this Deed, there were no capacity constraints with the road transport network within the Study Area that, in the absence of further development, would require any Road Infrastructure Interventions to be implemented, as contemplated under this Deed.

OPERATIVE PROVISIONS

1. ACKNOWLEDGEMENT

The parties agree both that the matters referred to in the Background of this Deed are true and correct in every material particular and that the Background will form part of this Deed.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

Unless the subject or context required otherwise in this Deed:

- 2.1.1 **Actual Cost** is the amount actually and reasonably incurred by the Minister in undertaking or causing the undertaking of a Road Infrastructure Intervention for which Contributions must be paid, and includes (without limitation) all expenses reasonably incurred by the Minister (or its consultants or contractors) in designing, procuring and undertaking the relevant Road Infrastructure Intervention;
- 2.1.2 **administrator** has the same meaning as in the *Corporations Act 2001* (Cth);
- 2.1.3 **Balance Allotments** means any allotments (which are not associated roads and reserves) created or resulting from the division of the Site into portions which are intended for future or further development including without limitation, Super Lots;
- 2.1.4 **Bank Guarantee** means the security provided by the Landowner to the Minister in respect of the Contribution Owing and further described in clause 8;
- 2.1.5 **Business Day** means a day that is not a Saturday, Sunday or a public holiday in Adelaide, South Australia;
- 2.1.6 **Commencement Date** means the date of execution by all parties to this Deed;
- 2.1.7 **Contribution** means the monetary contribution which a party must bear toward the cost of a Road Infrastructure Intervention, as ascribed to that party in accordance with clauses 6 and 7 of this Deed and which comprises a portion or whole of the Actual Cost of that Road Infrastructure Intervention;
- 2.1.8 **Contribution Owing** means that portion of the Contribution not paid within the period specified in clause 8 which remains payable to the Minister;
- 2.1.9 **Council** means the City of Port Adelaide Enfield or its statutory permitted assigns;
- 2.1.10 **Detailed Investigations** means the detailed investigations undertaken by the Landowner in accordance with this Deed in consultation with the other parties to determine the Road Infrastructure Interventions required as a result of the Land Division or Development the subject of the relevant Development Authorisation sought by the Landowner (including without limitation identifying the affected roads, together with timings, the expected cost, for each Road Infrastructure Intervention);
- 2.1.11 **Development** is specified in clause 5;

- 2.1.12 **Development Act** means the *Development Act 1993 (SA)*;
- 2.1.13 **Development Authorisation** means either of the development authorisations described in clause 5;
- 2.1.14 **Development Plan** means the relevant Development Plan, which for the Council area is the City of Port Adelaide Enfield Development Plan as amended by the DPA, and for the area which is not within a Council area is the Land not within a council area (Metropolitan) Development Plan;
- 2.1.15 **DPA** means a Development Plan Amendment that is approved and in operation under the *Development Act 1993 (SA)* as a result of a process initiated with the Draft DPA, and for the avoidance of doubt includes any amendment made to the DPA by the Minister for Planning pursuant to section 27(5) or section 26(8)(d) of the *Development Act 1993 (SA)*;
- 2.1.16 **DPA Amendment Gazettal** means a notice published in the South Australian Government Gazette pursuant to section 27(5)(a) of the Act amending the DPA;
- 2.1.17 **DPA Gazettal** means a notice published in the South Australian Government Gazette pursuant to section 25(17) of the Development Act approving the DPA;
- 2.1.18 **Draft DPA** means the Development Plan Amendment Titled "Employment Lands (Gillman/Dry Creek & Wingfield) and General Section Amendments Development Plan Amendment" prepared by the Minister for Planning and released by that Minister for public consultation on 27 March 2015 and which for the purposes of this Deed has been marked for identification by the parties to this Deed;
- 2.1.19 **Gillman Master Plan** means the report titled "Gillman Master Plan – Final Report" prepared by Jensen Planning + Design, dated June 2014;
- 2.1.20 **Infrastructure Deeds** has the same meaning as in the LMA;
- 2.1.21 **Land Division** has the meaning specified in clause 5;
- 2.1.22 **Landowner** means:
- (a) Subject to paragraph (b), any person who is the registered proprietor of any piece of land comprising the whole or a portion of the Site, such that if:
 - (i) ACP becomes the registered proprietor of the Site in accordance with the Option Deed, then from that time ACP will be the Landowner;
 - (ii) ACP does not complete the purchase of the Site or portion of the Site then Renewal SA remains the Landowner;
 - (iii) ACP or Renewal SA transfer any freehold interest in the Site to a third party then that third party will be the Landowner of that portion of the Site transferred to the third party;
 - (b) Notwithstanding paragraph (a), any person (including but not limited to ACP), who has applied to obtain a Development Authorisation in accordance with this Deed in relation to any piece of land comprising the whole or a portion of the Site, will

- (i) from the time that application is lodged; until
 - (ii) the time that application is withdrawn,
- be deemed to be the Landowner, whether or not that person is the registered proprietor of any piece of land comprising the whole or a portion of the Site;

- 2.1.23 **LMA** means the Land Management Agreement described in clause 21;
- 2.1.24 **Lodgement Date** means the date upon which the Landowner lodges either the application to obtain a building rules consent authorisation or application for deposit of a plan of division (Form RTC) in accordance with clause 7 in this Deed;
- 2.1.25 **Option Deed** means the deed between Renewal SA and ACP under which ACP has an equitable right to purchase the land comprised in the Site over 3 stages and pursuant to which Renewal SA and ACP have entered a Land Sale Contract with respect to the Stage 1 Option Land (as defined in the Option Deed);
- 2.1.26 **Plan of Division** means a plan of division lodged for deposit under section 223 LE of the *Real Property Act 1886*;
- 2.1.27 **Projected Cost** is the amount the parties agree is projected to be incurred by the Minister in undertaking or causing the undertaking of a Road Infrastructure Intervention, and upon which the Contributions for Road Infrastructure Interventions are based;
- 2.1.28 **Project Plan** means the Project Plan approved under the Option Deed;
- 2.1.29 **Purchaser** means a party (which may be ACP and/or its nominee) who acquires the portion of a Site (including any Balance Allotments) from the Landowner for which there has been no payment of a Landowner's Contribution pursuant to this Deed;
- 2.1.30 **Responsible Road Authority** means the Department for Planning, Transport and Infrastructure;
- 2.1.31 **Rezone Area** means that portion of the Study Area intended to be rezoned under the DPA in accordance with section 26(8)(d) of the Development Act and which is delineated as the Gillman/Dry Creek part of the area marked 'Area Affected' in the plan comprising Annexure 2;
- 2.1.32 **Road Infrastructure Intervention** means a specific component of the Study Area Road Infrastructure Interventions which:
- must be constructed as a result of the Land Division or Development the subject of the relevant Development Authorisation sought by the Landowner;
 - at the Commencement Date is generally set out in the Gillman Master Plan, but the exact details relating to the scope, costs and timing of which will be determined in accordance with clauses 4, 5,6 and 7 of this Deed;
- 2.1.33 **Section 51 Certificate** means a certificate under section 51 of the Development Act;

- 2.1.34 **Site** means the development site owned by the Landowner, identified as the 'Subject Site' on Figure 1, page 2 of the Gillman Master Plan;
- 2.1.35 **Stage 1 Option Land** has the meaning given by the Option Deed;
- 2.1.36 **Study Area** means that area of approximately 915 hectares to which the Study Area Road Infrastructure Interventions pertain identified as the 'Study Area' on Figure 1, page 2 of the Gillman Master Plan;
- 2.1.37 **Study Area Road Infrastructure Interventions** means all of the road infrastructure alterations required to the arterial road network to facilitate development of the Study Area:
- which as at the Commencement Date are generally set out in the Gillman Master Plan;
 - which do not otherwise form part of the required works to process a relevant Development Authorisation;
 - the exact details relating to the scope, costs and timing of which are more specifically determined in accordance with clauses 5,6 and 7 of this Deed; and
 - which must be completed in accordance with this Deed;
- 2.1.38 **Super Lot** means an allotment created upon the division of the Site into a portion which is then capable of sale by the Landowner (incorporating a further division of the Super Lot) or development by the Landowner or a third party (incorporating a further division of the Super Lot);
- 2.1.39 **Term** means the term of this Deed commencing on the Commencement Date and ending on the last to occur of:
- (a) the date upon which all Contributions payable under this Deed have been paid; or
 - (b) the date upon which all of the Study Area Road Infrastructure Interventions have been completed to the Minister's satisfaction; or
 - (c) 20 years from the Commencement Date.

2.2 Interpretation

Unless expressed to the contrary, in this Deed:

- 2.2.1 words denoting the singular or plural number include the plural number and the singular respectively;
- 2.2.2 words denoting a gender refer to both genders;
- 2.2.3 headings are for convenience only and shall not affect the interpretation of this Deed;
- 2.2.4 words denoting individuals include corporations and vice versa;
- 2.2.5 a reference to a party, the Background, clause, schedule, annexure or plan is a reference to a party, the Background, clause, schedule, annexure or plan of this Deed;
- 2.2.6 a reference to any act, regulation or by-law shall be deemed to include all amendments to them and all statutory provisions substituted thereafter;
- 2.2.7 a reference to a party includes a reference to that party's executors, administrators, successors and permitted assigns;

- 2.2.8 the use of **or** shall be that of the inclusive **or**, that is meaning one, some or all of a number of possibilities or alternatives;
- 2.2.9 an agreement on the part of or in favour of 2 or more persons binds or is for the benefit of each person jointly and individually;
- 2.2.10 a reference to a matter, act or thing includes the whole event or any part of that matter, act or thing and reference to a group of matters, acts, things or persons includes each matter, act, thing or person in that group;
- 2.2.11 no rule of construction shall be applied in interpreting or construing this Deed *contra proferentem* against a party or otherwise to the disadvantage of a party on the basis that the party proposed or drafted this Deed or any provision of this deed;
- 2.2.12 reference to a corporation, organisation or other body (whether or not incorporated), but excluding the parties is:
- (a) if that corporation, organisation or other body is replaced by another corporation, organisation or other body, then to refer to that other corporation, organisation or other body; and
 - (b) if that corporation, organisation or other body ceases to exist, then to refer to the corporation, organisation or other body which most closely or substantially fulfil the same purposes or objects as the first mentioned corporation, organisation or other body;
- 2.2.13 the word **including** where used is deemed to be followed by the words **without limitation**; and
- 2.2.14 reference to **month** means calendar month.

2.3 Relationship between the parties

- 2.3.1 The parties acknowledge and agree that their relationship pursuant to this Deed shall be exclusively that of independent contractors with the rights, liabilities, duties and obligations set out in this Deed or, subject to this Deed, at law.
- 2.3.2 Nothing contained in this Deed shall be deemed or construed to constitute a party to be a partner, joint venturer, principal, agent, trustee (whether expressed, implied or constructive), beneficiary, lender, borrower, lessor, lessee, or fiduciary of another party.
- 2.3.3 No party has the authority to act for or incur any liability or obligation pursuant to this Deed as agent for or on behalf of any other party except as expressly provided in or contemplated by this Deed.

2.4 Proper law and jurisdiction

- 2.4.1 The proper law of this Deed shall be the law of South Australia and accordingly this Deed shall be governed by and construed in accordance with the laws of South Australia.
- 2.4.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia and the courts of appeal from them for determining any dispute concerning this Deed. Each party waives any right it has to object to an action being brought in those courts, to claims that action has been brought in an inconvenient forum, or to claim those courts do not have jurisdiction.

2.4.3 The parties agree that none of them shall institute or attempt to institute any proceedings in relation to any dispute or any other matter or thing arising out of or in connection with this Deed other than in a court of South Australia or, in respect of any proceedings in a Federal court, in the Adelaide registry of the relevant Federal court.

2.4.4 Without preventing any other mode of service, any documents in an action (including any writ of summons or other originating process or any third or other party notice) may be served on a party by being left or left for that party at its address for service of notices pursuant to this Deed.

2.5 Waiver

2.5.1 A waiver of a provision of this Deed must be both in writing and be signed by the party or parties granting the waiver and the party or parties benefiting by or from the waiver or by a person duly authorised to execute such a document on behalf of each such party.

2.5.2 No waiver by a party of a performance or observance of a provision or a breach of this Deed shall operate as a waiver of the performance observance or breach of any other provision of this Deed.

2.5.3 No forbearance, delay, indulgence or partial exercise by a party in enforcing the provisions of this Deed shall be a waiver of or prejudice or restrict the rights of that party in any way.

2.6 Reading down and severance

2.6.1 If a provision of this Deed is reasonably capable of an interpretation which would render that provision to be unenforceable, illegal, invalid or void and an alternative interpretation would not have one of those consequences, then that provision shall be interpreted or construed so far as is possible, to be limited and read down such that its meaning is that which does not render it unenforceable, illegal, invalid or void.

2.6.2 Subject to clause 2.6.1, if a provision of this Deed is for any reason illegal, void, invalid or unenforceable, then that provision shall be severed from this Deed without effecting the legality, validity or enforceability of the remainder of this Deed.

2.6.3 If a provision of this Deed is severed under clause 2.6.2, the parties agree to negotiate in good faith to reach agreement upon an amended provision as a replacement for the severed provision.

2.7 Cumulative rights

A right, power, remedy, entitlement or privilege given or granted to a party pursuant to this Deed is cumulative with, without prejudice to and not exclusive of any right, power, remedy, entitlement or privilege granted or given pursuant to this Deed or by the operation of law.

2.8 Employees or agents

Any act, matter or thing which is either required to be performed or done by a party may be performed or done by that party's duly authorised employees, agents, delegates or contractors.

2.9 Entire agreement

- 2.9.1 This Deed contains the entire agreement between the parties in respect of the subject matter of this Deed and the parties agree that this Deed supersedes and extinguishes any prior agreement or understanding (if any) between the parties in respect of the subject matter of this Deed.
- 2.9.2 No other agreement, whether collateral or otherwise, shall be taken to have been formed between the parties by reason of any promise, representation, inducement or undertaking (if any) given or made by one party to the other prior to the date of this Deed.

2.10 Auditor-General

Nothing in this Deed derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (SA).

3. CONDITIONS OF DEED

3.1 LMA Signed

- 3.1.1 The obligations of the parties under this Deed are subject to the Landowner, within 60 days of the Commencement Date, executing and delivering to the Minister signed LMAs in respect of each of the relevant pieces of land comprising the Site.
- 3.1.2 The Minister may, at his discretion, waive the condition specified in clause 3.1.1.

3.2 DPA

- 3.2.1 In addition to clause 3.1, the obligations of the parties under this Deed are subject to and conditional on:
- (a) the Minister for Planning (or the Minister's delegate):
 - (i) approving the DPA for the Rezoned Area under s26(8)(d); and
 - (ii) publishing the DPA Gazettal for the Rezoned Area under s26(8)(d); and
 - (b) the validity of the DPA not being subjected to any challenge commenced in a court of competent jurisdiction within six months of the Minister for Planning (or the Minister's delegate) having published the DPA Gazettal which challenge results in the DPA being overturned or varied within 3 years of commencement of the relevant proceedings; and
 - (c) the DPA not being disallowed by either House of Parliament under section 27 of the *Development Act* following the publication of the DPA Gazettal.
- 3.2.2 The parties acknowledge and agree that nothing in this Deed obliges or shall be construed as obliging the Minister for Planning (or the Minister's delegate) to approve the DPA over the whole or any part of the Rezone Area or within any timeframe.
- 3.2.3 The parties acknowledge and agree that if the Condition set out in clause 3.2.1 is not satisfied within 10 years of the Commencement Date, then any party may rescind this Deed by giving the other parties notice of that rescission, with the rescission deemed to be effective by serving a notice in accordance with clause 18.

- 3.2.4 Any party (**Affected Party**) that considers it has been materially adversely affected by variations between the Draft DPA and the DPA may give notice to the other parties within:
- (a) 45 days of the publication of the DPA Gazettal (unless each party waives, by notice to the other parties, their entitlement to give such notice);
 - (b) 30 days of publication of any DPA Amendment Gazettal (unless each party waives, by notice to the other parties, their entitlement to give such notice).

Nothing in this clause 3.2.4 derogates from ACP's rights under the Option Deed or any contract formed upon exercise of an option under the Option Deed.

- 3.2.5 The Landowner may only issue a notice under clause 3.2.4 of this Deed if the Landowner reasonably forms the opinion that the DPA material adversely affects (alone or in combination with any other facts or circumstances) the cost, revenue, cash flow, finance, sales rate, allotment yield, risk, market attraction or profit associated with the Landowner's proposed development of the Site.
- 3.2.6 Any dispute in respect of whether a party has been materially adversely affected by a variation or whether any of the criteria in clause 3.2.5 have been satisfied may be referred by any party for determination by an Expert in accordance with clause 14.
- 3.2.7 In the event of a notice being given by the Affected Party, the parties must negotiate in good faith towards agreeing variations to this Deed to address the impact of the variations made to the DPA on the Affected Party.

4. OBLIGATION TO CONDUCT DETAILED INVESTIGATIONS

- 4.1 As from the date of this Deed the Landowner or ACP will conduct the Detailed Investigations required to determine the precise scope and timing for each of the Road Infrastructure Interventions which will need to be constructed as a result of the Land Division or Development the subject of the relevant Development Authorisation sought by the Landowner or ACP.
- 4.2 The Landowner or ACP must undertake the Detailed Investigations concurrently with the relevant Development Authorisation sought by the Landowner or ACP for the Land Division or Development to be undertaken by the Landowner or ACP.
- 4.3 The Landowner or ACP must undertake the Detailed Investigations specified in this clause 4 expeditiously and inform each other party to this Deed of the progress of any Detailed Investigations.
- 4.4 To the extent that ACP does not exercise a relevant option pursuant to the Option Deed, as and from the time that ACP is no longer entitled to exercise a relevant option pursuant to the Option Deed, ACP is not obliged to complete any Detailed Investigations which ACP has commenced (if any) in respect of the land the subject of the relevant option that ACP has not exercised pursuant to the Option Deed.

5. PROCESS FOR DETERMINING ROAD INFRASTRUCTURE INTERVENTIONS

- 5.1 If the Landowner wishes to either:

- 5.1.1 lodge an application to the Development Assessment Commission for a land division relating to that portion of the Rezone Area creating allotments (other than Super Lots) (**Land Division**); OR
- 5.1.2 lodge an application of a development authorisation from the relevant authority under the Development Act for a development on that portion of the Rezone Area that involves construction of buildings or structures and requires building rules consent (**Development**);

then the Landowner must forthwith commence negotiations with the Minister and Renewal SA in accordance with the Principles specified in clause 6, to determine the precise scope, timing, costs and subsequently Contributions for each Road Infrastructure Intervention that must be constructed as a result of the Land Division or Development the subject of the relevant Development Authorisation sought by the Landowner.

- 5.2 Whenever requested by the Landowner the Minister and Renewal SA must give the Landowner reasonable particulars of any Projected Cost or Contribution toward each Road Infrastructure Intervention that must be constructed as a result of the Land Division or Development the subject of the relevant Development Authorisation sought by the Landowner.
- 5.3 If ACP makes any application for:
 - 5.3.1 a Land Division; or
 - 5.3.2 a development authorisation from the relevant authority under the Development Act for a Development,

then as at the date of lodging that application ACP must assume all the obligations of the Landowner under this Deed relating to that portion of the Site the subject of the Land Division or the Development, and ACP releases Renewal SA from any obligations as Landowner in respect of that application, and indemnifies the Minister from and against all loss and damage resulting from a breach of this clause 5.3 by ACP.

6. PRINCIPLES TO DETERMINE ROAD INFRASTRUCTURE INTERVENTIONS AND CONTRIBUTIONS

- 6.1 The precise scope, timing, costs and subsequently Contributions for each Road Infrastructure Intervention that must be constructed as a result of the Land Division or Development the subject of the relevant Development Authorisation sought by the Landowner will be determined by the parties using the following Principles:
 - (a) The Landowner will pay for the cost of any Road Infrastructure Intervention which must be necessarily constructed as a direct result of the Landowner's Development or Land Division in the Site. The parties acknowledge and agree that:
 - (i) any Road Infrastructure Intervention that provides access through the Site to other areas in the vicinity of the Site may, but shall not automatically be considered as being necessarily constructed as a direct result of the Landowner's Development or Land Division under this clause 6.1(a); and

- (ii) Road Infrastructure Interventions detailed in the Gillman Master Plan may, but shall not automatically be deemed to be considered as being necessarily constructed as a direct result of the Landowner's Development or Land Division under this clause 6.1(a) solely by virtue of the relevant Road Infrastructure Interventions being included in the Gillman Master Plan.
- (b) If the Minister determines (acting reasonably) that there is capacity within the existing road infrastructure network of the Study Area to service the Landowner's Development or Land Division, the Landowner will be entitled to rely upon that capacity to service the Landowner's Development.
- (c) Where an existing issue or future improvement is required at a specific location within the Study Area which is entirely independent of any proposed Development or Land Division then the Landowner will not be required to pay the cost of any relevant road infrastructure upgrade.
- (d) Where road infrastructure improvements are required as a result of multiple new developments within the Study Area (including but not limited to a Development or Land Division of the Landowner), then the parties will share the costs of the relevant road infrastructure improvement proportionate to the traffic use generated by that Development or Land Division.
- (e) where the road transport network capacity of the Study Area is insufficient for the broader area surrounding the Study Area and the Minister determines that the insufficient capacity is not or will not be as a result of the Landowner's relevant Development or Land Division, then the Minister will be responsible for providing the road infrastructure required to increase the road transport network capacity.

7. ROAD INFRASTRUCTURE INTERVENTIONS AND CONTRIBUTIONS TO BE DETERMINED (BEFORE APPLICATION FOR BUILDING RULES CONSENT OR DEPOSIT)

The Landowner must not:

- 7.1 lodge an application to obtain a building rules consent authorisation for a Development on that portion of the Site that involves the construction of buildings or structures and requires building rules consent, OR
- 7.2 lodge an application for deposit of a plan of division (Form RTC) in relation to that portion of the Rezone Area creating allotments at the Lands Titles Office (other than Super Lots);

until the relevant Road Infrastructure Interventions and Contributions necessary as a result of the relevant Land Division or Development are determined in accordance with the Principles specified in clause 6 of this Deed. Nothing in this clause 7 restricts or delays ACP from proceeding to fill the Site in accordance with the terms of the Option Deed or Project Plan.

8. BASIS OF PAYMENT OF CONTRIBUTIONS/SECURITY

- 8.1 The Landowner must secure the payment of the Contribution(s) determined in accordance with the Principles specified in clause 6 to the satisfaction of the Minister on or prior to the Lodgement Date in accordance with this clause 8.
- 8.2 The Landowner has the right to pay for or secure the obligation to pay the Contribution in one of the following ways:
- 8.2.1 pay the total sum of the Contribution necessary as a result of the relevant Land Division or Development as determined in accordance with the Principles specified in clause 6 of this Deed; OR
- 8.2.2 pay a portion of the sum of the Contribution necessary as a result of the relevant Land Division or Development as determined in accordance with the Principles specified in clause 6 of this Deed and provide a Bank Guarantee or an alternative form of security acceptable to the Minister acting reasonably for the Contribution Owning.
- 8.3 If the Actual Cost is greater than the Projected Cost, the relevant Contribution payable by the Landowner toward the cost of the relevant Road Infrastructure Intervention must be increased in proportion to the increase between the Actual Cost and the Projected Cost.
- 8.4 The Landowner must pay the total amount of any Contribution(s) to the Minister within 30 days of written notice by the Minister (and following receipt of a valid tax invoice from the Minister) that the relevant works associated with the relevant Road Infrastructure Intervention(s) are complete.
- 8.5 The Minister will, following payment by the Landowner in accordance with clause 8.4, return the relevant Bank Guarantee or alternative security or such part of the relevant Bank Guarantee or alternative security which at that date has not otherwise been either reduced or called in and converted by the Minister pursuant to this Deed.

9. MINISTER'S RESPONSIBILITIES

9.1 Responsibility to Construct Study Area Road Infrastructure Interventions

9.1.1 Subject to clause 10 of this Deed, the Minister must undertake or cause to be undertaken the Study Area Road Infrastructure Interventions:

- (a) as determined in accordance with clauses 6 and 7;
- (b) in a timely manner to enable the proper, orderly, safe and efficient development of the Study Area and generally in accordance with the Gillman Master Plan or the Project Plan (as the case may be);
- (c) in compliance with any standards, design and construction protocols, relevant plans or specifications required by the Commissioner of Highways;

provided that

the Commissioner of Highways has the discretion to alter the timing of the construction of any Road Infrastructure Intervention in the event that the rate or sequence of development within the Rezone Area is sufficiently different to the predicted rate or sequence of development as envisaged by the Gillman Master Plan.

- 9.1.2 The Minister may decide entirely at its discretion and in accordance with clause 10, that the Landowner may enter into a contract with the Responsible Road Authority for the construction of a Road Infrastructure Intervention but, unless otherwise agreed between the Minister, the Landowner and the Responsible Road Authority any such contract will not affect the obligations of the Landowner under this Deed, including but not limited to the payment of the Landowner Contribution under clause 8.

10. PARTY OTHER THAN MINISTER MAY CONSTRUCT ROAD INFRASTRUCTURE INTERVENTIONS

- 10.1 Notwithstanding the obligations on the Minister to construct or procure the construction of the Road Infrastructure Interventions specified in clause 9, the Landowner may construct a Road Infrastructure Intervention (the scope, timing and Contributions of which may have been determined in accordance with clause 6 of this Deed) provided the Minister provides written consent.
- 10.2 In seeking the Minister's approval the Landowner must demonstrate to the Minister's satisfaction that the Landowner has secured, obtained or entered into all necessary authorisations, arrangements, deeds or agreements with the Responsible Road Authority, relating to the undertaking of works associated with that Road Infrastructure Intervention.

11. BANK GUARANTEE CONDITIONS

- 11.1 Any Bank Guarantee provided pursuant to this Deed shall:
- 11.1.1 be unconditional, irrevocable and payable on demand;
 - 11.1.2 be issued by a financial institution with a Standard and Poors credit rating of at least A+ and approved by the Minister;
 - 11.1.3 specify a location within Adelaide where demand is to be given and payment made, without further confirmation from the issuer; and
 - 11.1.4 be in a form approved by the Minister.

Any alternative security provided by the Landowner and approved by the Minister under clause 8.2.2 must to the extent applicable comply with these requirements.

- 11.2 The Minister may call up, enforce and/or convert the Bank Guarantee or alternative security, in whole or in part, if the Minister:
- 11.2.1 considers that a Contribution Owing exists, and that the relevant Contribution Owing has not been paid by the Landowner within 7 days of the Minister requesting payment of that Contribution Owing; or
 - 11.2.2 is satisfied, acting reasonably, that the Actual Cost is greater than the Projected Cost and that therefore the relevant Contribution payable by the Landowner toward the cost of the relevant Road Infrastructure Intervention, must be increased in proportion to the increase between the Actual Cost and the Projected Cost.
- 11.3 The Landowner agrees that if at any time a claim for payment is made against the Bank Guarantee or alternative security by the Minister, the Landowner shall if requested to do so by the Minister provide an additional Bank Guarantee or

alternative security for a further sum as the Minister may require to ensure that the relevant Road Infrastructure Interventions is constructed.

- 11.4 Upon the Minister being satisfied that the total amount of any Contribution necessary as a result of the relevant Land Division or Development as determined in accordance with the Principles specified in clause 6 of this Deed is paid in full, the Minister agrees to return the Bank Guarantee or alternative security to the Landowner's bank or Landowner.
- 11.5 The Bank Guarantee or alternative security shall remain effective until the Minister is satisfied that the total Contribution in respect of the relevant Road Infrastructure Intervention(s) in respect of the relevant portion of the Site has been paid in accordance with clause 8 of this Deed, at which date the Minister will return the Bank Guarantee or alternative security or such part of the Bank Guarantee or alternative security which at that date has not otherwise been either reduced or called in and converted by the Minister pursuant to this clause 11.
- 11.6 The giving of the Bank Guarantee or alternative security shall not operate to relieve the Landowner from any of its obligations under any provision of this Deed.

12. TRANSFER OF SITE OR ASSIGNMENT OF DEED

- 12.1 If the Landowner intends to transfer any portion of the Site or wishes to assign this Deed prior to having paid the Landowner Contribution and providing the Bank Guarantee or alternative security relating to that portion of the Site, the Landowner must prior to any such transfer or assignment:
- 12.1.1 procure the Purchaser to enter into a deed on the same terms as this Deed; and
 - 12.1.2 deliver that signed deed to the Minister.
- 12.2 The Landowner indemnifies the Minister from and against all loss and damage resulting from a breach of clause 12.1.1 by the Landowner:
- 12.3 Without limiting the indemnity in clause 12.2, the Minister is entitled to seek orders from a Court for specific performance of the obligations specified in this clause 12.
- 12.4 A transfer of any portion of the Site or an assignment of this Deed does not breach clause 12.1 if the transmission of the title relating to any portion of the Site occurs as a result of enforcement of a will or by intestacy for that portion of the Site.
- 12.5 If the Landowner transfers any portion of the Site or assigns this Deed having met the obligations specified in clause 12.1, then the Minister shall release the Landowner in respect of the Landowner's obligations under this Deed except for the obligations of indemnity contained in clauses 12.2 and 12.3.
- 12.6 The parties acknowledge and agree that the Minister's consent to a transfer of any portion of the Site is not required if:
- 12.6.1 such transfer or assignment results as a consequence of the operation of the Option Deed; or
 - 12.6.2 the Landowner transfers any portion of the Site where all relevant Landowner Contributions and Bank Guarantees have been provided relating to that portion of the Site; or
 - 12.6.3 that portion of the Site does not require any further Road Infrastructure Interventions.

13. GOODS AND SERVICES TAX

- 13.1 Unless specifically described in this Deed as "GST inclusive", any sum payable (or amount included in the calculation of a sum payable), or consideration to be provided, under or in accordance with this Deed does not include any amount on account of GST.
- 13.2 Where any supply to be made by one party (**Supplier**) to another party (**Recipient**) under or in accordance with this Deed is subject to GST (other than a supply the consideration for which is specifically described in this Deed as "GST inclusive"):
- 13.2.1 the consideration payable or to be provided for that supply but for the application of this clause 13 (**GST Exclusive Consideration**) shall be increased by, and the Recipient shall pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply; and
- 13.2.2 the Recipient must pay that additional amount at the same time and in the same manner as the GST Exclusive Consideration payable or to be provided for that supply.
- 13.3 If any payment to be made to a party under or in accordance with this Deed is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with clause 13.2.
- 13.4 The Recipient need not make any payment for a taxable supply made by the Supplier under or in accordance with this Deed until the Supplier has given the Recipient a valid tax invoice in respect of that taxable supply.
- 13.5 If an adjustment event has occurred in respect of a taxable supply made under or in accordance with this Deed, any party that becomes aware of the occurrence of that adjustment event must notify each other party to that taxable supply as soon as practicable, and all of those parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that taxable supply, or any refund of GST (or part thereof), is paid no later than 28 days after the Supplier first becomes aware that the adjustment event has occurred.
- 13.6 A word or expression used in this clause 13 which is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the same meaning in this clause 13.

14. DISPUTE RESOLUTION

14.1 Disputes to be dealt with under this clause

Unless otherwise provided in this Deed all disputes or differences between the parties in connection with:

14.1.1 this Deed; or

14.1.2 any other matter in any way relating to this Deed,

(**Dispute**) will be dealt with in accordance with this clause 14 whenever the Dispute is raised.

14.2 Notice of Dispute

Any party (**Disputing Party**) may within 30 days after the Dispute arises, give a notice to the other parties (**Non-Disputing Parties**):

- 14.2.1 setting out details of the Dispute, the reason the Dispute should be resolved in favour of the Disputing Party, and any other matter that may, in the reasonable opinion of the Disputing Party, be relevant to the resolution of the Dispute; and
- 14.2.2 requiring the Non-Disputing Parties to, in good faith, seek to resolve the Dispute within 21 days of the date of the notice.

14.3 Referral of Dispute to an Expert

Subject to clause 14.7, if the Dispute is not resolved by agreement between the parties following notice given under clause 14.2, the determination of the Dispute (**Determination**) may be referred for determination by any party to any independent person (**Expert**) agreed between the parties (or in the absence of agreement within 7 days of any party proposing in writing an Expert, then the Expert shall be nominated at the request of any party by the President (or if there is not a President, then Chief Executive Officer or other person of like status) for the time being of The Institute of Arbitrators and Mediators Australia (or if that body has ceased to exist then a body fulfilling substantially the same functions as the first mentioned body).

14.4 Expert

The Expert is an expert and not an arbitrator.

14.5 Final

The Determination of the Expert is final and binding on the parties.

14.6 Conduct of Determination

Unless otherwise agreed by the parties in writing:

- 14.6.1 the place of the proceedings for purposes of the Determination will be Adelaide, South Australia;
- 14.6.2 each party is entitled to legal representation at all stages of the Determination;
- 14.6.3 the proceedings for the purposes of the Determination will be conducted in accordance with the laws of evidence;
- 14.6.4 each party will bear its own costs and expenses in relation to the Determination;
- 14.6.5 the parties will pay in equal shares the Expert's fees and expenses and the cost of the Determination including room hire (if any);
- 14.6.6 the parties must comply with all reasonable requests and produce all necessary documentation to the Expert to enable the Expert to make the Determination;
- 14.6.7 the parties may make submissions which the Expert must take into account when making the Determination;
- 14.6.8 the Expert must provide its Determination to the parties in writing, with reasons for the Determination and within 21 days of the appointment of the Expert; and
- 14.6.9 the provisions of the *Commercial Arbitration Act 1986 (SA)* do not apply to the resolution of any Dispute under the provisions of this clause 14.

14.7 Legal proceedings

Nothing in this clause 14 prevents a party from issuing, or requires a party to delay issuing, legal proceedings in a court in respect of a Dispute if:

- 14.7.1 it is reasonably necessary for that party to seek urgent injunctive or other interlocutory relief in order to reasonably protect its position; or
- 14.7.2 the nature of the Dispute is such that it is not reasonably suitable for expert determination (for example, if the Dispute relates only the interpretation of the provisions of this Deed and will not require reference to expert evidence).

15. TIME OF THE ESSENCE

Time shall be of the essence in respect of any time, date or period specified in this Deed or in any notice served pursuant to this Deed.

16. VARIATION

No modification, variation or amendment of this Deed shall be of any force unless any such modification, variation or amendment is made by deed executed by each party.

17. COSTS

The parties will pay their own costs of and incidental to the preparation, negotiation and execution of this Deed and of any documents prepared and executed pursuant to this deed, unless stated otherwise in those other documents.

18. NOTICES

18.1 A notice, demand, consent, approval or communication under this deed (Notice) must be:

- 18.1.1 in writing, in English and signed by a person authorised by the sender; and
- 18.1.2 hand delivered or sent by pre-paid post to the recipient's address specified in this deed, as varied by any Notice given by the recipient to the sender.

18.2 A Notice is deemed to be received:

- 18.1.3 if hand delivered, on delivery; and
- 18.1.4 if sent by prepaid mail, two Business Days after posting (or seven Business Days after posting if posting to or from a place outside of Australia);

however if the Notice is deemed to be received on a day that is not a Business Day or after 5:00pm, the Notice is deemed to be received at 9:00am on the next Business Day.

18.3 If two or more persons comprise a party, Notice to one is effective Notice to all.

19. COUNTERPARTS

This document may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument. If so, the signed copies are treated as making up the one document.

20. PUBLIC DISCLOSURE

Any party may, at any time, disclose this Deed and/or information relating to this Deed in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request. Nothing in this clause derogates from the obligations of a party under the *Freedom of Information Act 1991(SA)*.

21. LMA

- 21.1 The parties acknowledge and agree that as at the date of this Deed the parties contemplate that the following process will be implemented with regard to the entering into and notation of Land Management Agreement(s) pursuant to either sections 57 or 57A under the Development Act 1993.
- 21.2 It is a condition of this Deed that on or before the date of execution of this Deed, the Landowner must:
- 21.2.1 execute a Land Management Agreement in accordance with the Land Management Agreement attached to this Deed and marked Annexure 1, in respect of each Certificate of Title comprising the Site (**LMA**);and
 - 21.2.2 deliver the executed LMA (with this executed Deed) to the Minister.
- 21.3 The Landowner must obtain all appropriate consents (including from all holders of registered interests rights or endorsements on the relevant Certificates of Title pertaining to the Site and also pay any consent fees, stamp duty and registration costs on the LMA.
- 21.4 The Landowner will endeavour to ensure that all consents required under clause 21.2 will have been secured at the time of execution of the LMA and this Deed.
- 21.5 The Minister must execute the LMA within a reasonable time after the last to occur of:
- 21.5.1 the execution of the LMA by the Landowner;
 - 21.5.2 the execution of the LMA by the Minister for Planning;
 - 21.5.3 the Landowner notifying the Minister that it has obtained all appropriate consents in accordance with clause 21.3; and
 - 21.5.4 the Minister for Planning having rezoned the Site in accordance with clause 3.3 of this Deed.
- 21.6 As soon as reasonably possible after having executed the LMA, the Minister will deliver the fully executed LMA to the Minister, after which, the Minister will arrange the lodgment of the LMA to be noted on the relevant Certificate of Title by the Registrar-General of the Lands Titles Office in accordance with s57(5) of the Act.
- 21.7 In the event that all consents required under clause 21.3 have not been secured at the time of execution of the LMA and this Deed, or the LMA is not registered on the relevant Certificate(s) of Title comprising the Site at any time during the Term of this Deed, prior to the registration of the LMA on the relevant Certificate(s) of Title, the Landowner must not seek advice, permission

or clearance from the Council for any Development or Land Division in respect of any portion of the Site, such as to enable the Development Assessment Commission to issue a Section 51 certificate in respect of that Development or Land Division.

- 21.8 Prior to transferring any portion of the Site (whether to ACP pursuant to the Option Deed or another party), the Landowner must procure the intended transferee of that portion of the Site to enter into a Land Management Deed on the same terms as the LMA and deliver that signed deed to the Minister for Planning and the Minister. The Minister will then arrange for the LMA to be rescinded or partially rescinded in relation to that portion of the Site which ACP has purchased and fully executed a new Land Management Agreement on the same terms as the LMA.
- 21.9 If ACP seeks to lodge an application to the Development Assessment Commission for a Land Division, or an application of a development authorisation from the relevant authority under the Development Act for a Development and assumes the obligations of Landowner in accordance with clause 5 of this Deed, then the Minister may require ACP to enter into a Land Management Agreement in accordance with section 57A of the Development Act at the same time as lodging the relevant application.
- 21.10 If the Minister requires ACP to enter into a Land Management Agreement in accordance with section 57A of the Development Act in accordance with clause 21.9, any LMA or other Land Management Agreement noted on the relevant portion of the Site in accordance with this Deed will need to be rescinded or partially rescinded (as the case may be) prior to the section 57A Land Management Agreement being noted on the title(s) comprising the relevant portion of the Site.

22. ASSIGNMENT OF MINISTER'S RIGHTS AND OBLIGATIONS

- 22.1 The parties acknowledge that the Minister for Transport and Infrastructure reserves his right to assign any of his rights, benefits or obligations under this Deed to any instrumentality of the Crown in right of the State of South Australia (including but not limited to the Commissioner of Highways) who in the Minister's opinion will most appropriately deal with such right, benefit or obligation on terms acceptable to the Minister, without seeking the consent of any other party to this Deed.
- 22.2 The Minister will, at the completion of any development or works pursuant to this Deed, determine which instrumentality of the Crown, should own and maintain the relevant parts of the completed development or works pursuant to this Deed and do all things necessary to vest in the instrumentality such development or works on terms acceptable to the Minister.

EXECUTED AS A DEED

DATED

DAY OF

2015

SIGNED for and on behalf of the
URBAN RENEWAL AUTHORITY
trading as Renewal SA by its duly
constituted Attorney pursuant to Power of
Attorney No. GP 2/2015/PA 12302863,
who has not received a notice of the
revocation of that Power of Attorney in
the presence of:

.....
Attorney

.....
Full Name of Attorney
Address:
C/- Renewal SA
Level 9 Riverside Centre
North Terrace, Adelaide SA 5000
Tel: 8207 1300

.....
Witness

.....
Full Name of Witness
Address:
C/- Renewal SA
Level 9 Riverside Centre
North Terrace, Adelaide SA 5000
Tel: 8207 1300

This Deed is executed by)
ADELAIDE CAPITAL PARTNERS PTY LTD)
in accordance with Section 127 of the)
Corporations Act 2001 by two of its Directors or)
by one of its Directors and the Company Secretary)

Signed:

Signed:

Name:

Name:

Position:

Position:

SIGNED for and on behalf of the)
MINISTER FOR TRANSPORT)
AND INFRASTRUCTURE)
by his duly constituted Attorney pursuant to)
Power of Attorney No. 12317028, who has not)
received a notice of the revocation of that)
Power of Attorney, in the presence of:)

.....
Department of Planning, Transport
and Infrastructure

.....
Witness

.....
Full name of Attorney
Address:
C/- DPTI
GPO Box 1533
ADELAIDE SA 5001
Tel: 8343 2222

.....
Full Name of Witness
Address:
C/- DPTI
GPO Box 1533
ADELAIDE SA 5001
Tel: 8343 2222

ANNEXURE 1

Form of LMA

2

ANNEXURE 2

Rezone Area Plan

ANNEXURE B
Stormwater Infrastructure Deed

GILLMAN
INTERIM STORMWATER INFRASTRUCTURE DEED

BETWEEN

URBAN RENEWAL AUTHORITY
("Renewal SA")

-AND-

ADELAIDE CAPITAL PARTNERS PTY LTD
("ACP")



**Government
of South Australia**

CROWN SOLICITOR

Level 9, 45 Pirie Street, Adelaide SA 5000

TABLE OF CONTENTS

1.	ACKNOWLEDGEMENT	4
2.	DEFINITIONS AND INTERPRETATION	4
3.	CONDITIONS OF DEED.....	10
4.	ACP'S OBLIGATION TO CONDUCT DETAILED INVESTIGATIONS.....	11
5.	PROCESS FOR DETERMINING STORMWATER INFRASTRUCTURE INTERVENTIONS.....	12
6.	PRINCIPLES TO DETERMINE STORMWATER INFRASTRUCTURE INTERVENTIONS AND CONTRIBUTIONS.....	12
7.	STORMWATER INFRASTRUCTURE INTERVENTIONS AND CONTRIBUTIONS TO BE DETERMINED (BEFORE APPLICATION FOR BUILDING RULES CONSENT OR DEPOSIT)	14
8.	LANDOWNER'S RESPONSIBILITIES	14
9.	BANK GUARANTEE CONDITIONS.....	15
10.	TRANSFER OF SITE OR ASSIGNMENT OF DEED	16
11.	GOODS AND SERVICES TAX.....	17
12.	DISPUTE RESOLUTION.....	17
13.	TIME OF THE ESSENCE	19
14.	VARIATION.....	19
15.	COSTS	19
16.	NOTICES.....	19
17.	COUNTERPARTS.....	20
18.	PUBLIC DISCLOSURE	20
19.	LMA.....	20
20.	ASSIGNMENT OF RENEWAL SA'S RIGHTS AND OBLIGATIONS.....	21

ANNEXURE 1 Form of LMA

ANNEXURE 2 Rezone Area Plan

BETWEEN:

URBAN RENEWAL AUTHORITY(ABN 86 832 349 553) of Level 9 West, Riverside Centre, North Terrace, Adelaide SA 5000
("Renewal SA")

AND

ADELAIDE CAPITAL PARTNERS PTY LTD (ACN160 437 562) of corner of Wingfield Road and Hines Road, Wingfield, South Australia 5013 and/or Nominee ("**ACP**")

BACKGROUND:

- A. As at the date of this deed (**Deed**), Renewal SA owns all of the land comprised in the Site.
- B. Renewal SA and ACP have entered into an option deed under which ACP and/or its nominee has an equitable right to purchase the land comprised in the Site over 3 stages (**Option Deed**).
- C. Pursuant to the Option Deed Renewal SA and ACP have agreed the Project Plan.
- D. ACP has exercised its option to acquire the Stage 1 Option Land. Subsequently, pursuant to the Option Deed, Renewal SA and ACP have entered a Land Sale Contract with respect to the Stage 1 Option Land.
- E. The parties acknowledge and agree that:
 - a. if Renewal SA were to develop the Site and the Study Area it would be generally in accordance with the Gillman Master Plan but that as at the date of this Deed, Renewal SA does not intend to directly undertake the development of any part of the Site;
 - b. to the extent that ACP exercises its options to purchase the various components of the Site pursuant to the Option Deed, ACP will be the party which directly undertakes the development of the land comprised in the Site and ACP intends to develop the Site in accordance with the Project Plan under the Option Deed;
 - c. as at the date of this Deed, significant portions of the Site were not zoned in a manner that would directly facilitate development in accordance with the Gillman Master Plan, and it is anticipated that this inconsistency will be

resolved if the Draft DPA is approved by the Minister for Planning (or the Minister for Planning's delegate) and subsequently implemented;

- d. existing stormwater infrastructure in the immediate vicinity of the Site will not have sufficient capacity over time to accommodate stormwater that will be generated through development of the Site in accordance with either the Gillman Master Plan or the Project Plan;
 - e. this Deed provides an endorsed mechanism for ensuring that appropriate infrastructure upgrades are implemented at appropriate times during the development of the Site; and
 - f. in accordance with this Deed and the LMA, Renewal SA will not consent to the transfer of an undeveloped portion of the Site to a Purchaser unless the Landowner and the Purchaser agree to the transfer of all rights, obligations and responsibilities as set out in this Deed with respect to that portion of the Site, or as otherwise provided in this Deed.
- F. The parties acknowledge that although the Council is generally responsible for the management of stormwater in the Study Area, including without limitation the Study Stormwater Infrastructure Interventions, it is Renewal SA who will oversee the operation of this Deed and the preparation of a final Stormwater Infrastructure Deed (if any).
- G. Renewal SA intends that the relevant portions of the Site be rezoned in accordance with the Draft DPA and it is acknowledged that ACP provided submissions in relation to proposed changes to the Draft DPA.
- H. The Renewal SA wishes to encourage the development of the Site in accordance with the Draft DPA.
- I. A Development Plan Amendment (DPA) under section 26(8)(d) of the *Development Act 1993* to the Development Plan for the area comprising the Rezone Area within the Precinct is yet to be approved and gazetted by the Minister for Planning (or the Minister's delegate).
- J. The parties acknowledge and agree that:
- In the absence of a demonstrated on-site re-use potential, Study Area Stormwater Infrastructure Interventions must be designed and implemented to facilitate the management of stormwater on a regional rather than site-by-site basis.
 - should the development of the Site proceed in the manner envisaged by the Draft DPA, the Study Area Stormwater Infrastructure Interventions, generally in accordance with the Gillman Master Plan, are likely to be required;
 - the exact details relating to the scope, costs and timing of the Study Area Stormwater Infrastructure Interventions are not known at the Commencement

Date and as such may differ from what is described in the Gillman Master Plan;

- those stormwater infrastructure interventions that would ordinarily form part of the required works to process a plan of division Development Authorisation are not intended to be managed by the operation of this Deed; and
 - the Study Area Stormwater Infrastructure Interventions that would not ordinarily form part of the required works to process a plan of division Development Authorisation are intended to be managed by the operation of this Deed.
- K. The parties acknowledge and agree that if ACP seeks a relevant Development Authorisation prior to becoming the registered proprietor of any piece of land comprising the whole or a portion of the Site, it is responsible (as Landowner) for any obligations arising under this Deed that relate to the relevant Development Authorisation.
- L. The parties acknowledge and agree that the parties must, before the whole of any part of the Site is subdivided (other than to create Super Lots) or developed, negotiate in good faith to determine the Stormwater Infrastructure Interventions in relation to that part of the Site following an analysis by each party of the results of the Detailed Investigations.
- M. The parties agree to construct or procure the construction of, the Study Area Stormwater Infrastructure Interventions in accordance with this Deed during the Term.
- N. The parties acknowledge that as at the date of this Deed, there were no capacity constraints with the stormwater infrastructure within the Study Area that, in the absence of further development, would require any Stormwater Infrastructure Interventions to be implemented, as contemplated under this Deed.

OPERATIVE PROVISIONS

1. ACKNOWLEDGEMENT

The parties agree both that the matters referred to in the Background of this Deed are true and correct in every material particular and that the Background will form part of this Deed.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

Unless the subject or context required otherwise in this Deed:

- 2.1.1 **Actual Cost** is the amount actually and reasonably incurred by the Landowner in undertaking or causing the undertaking of a Stormwater Infrastructure Intervention, and includes (without limitation) all expenses reasonably incurred by the Landowner (or its consultants or contractors) in designing, procuring and undertaking the relevant Stormwater Infrastructure Intervention;
- 2.1.2 **administrator** has the same meaning as in the *Corporations Act 2001* (Cth);
- 2.1.3 **Balance Allotments** means any allotments (which are not associated roads and reserves) created or resulting from the division of the Site into portions which are intended for future or further development including without limitation, Super Lots;
- 2.1.4 **Bank Guarantee** means the security provided by the Landowner to Renewal SA in respect of the amount required for each Stormwater Infrastructure Intervention that must be constructed as a result of the Land Division or Development the subject of the relevant Development Authorisation sought by the Landowner and further described in clause 8 and 9;
- 2.1.5 **Business Day** means a day that is not a Saturday, Sunday or a public holiday in Adelaide, South Australia;
- 2.1.6 **Commencement Date** means the date of execution by all parties to this Deed;
- 2.1.7 **Council** means the City of Port Adelaide Enfield or its statutory permitted assigns;
- 2.1.8 **Detailed Investigations** means the detailed investigations undertaken by the Landowner in accordance with this Deed in consultation with the other parties to determine the Stormwater Infrastructure Interventions required as a result of the Land Division or Development the subject of the relevant Development Authorisation sought by the Landowner (including without limitation identifying the affected stormwater network, together with timings, the expected cost, for each Stormwater Infrastructure Intervention);
- 2.1.9 **Development** is specified in clause 5;
- 2.1.10 **Development Act** means the *Development Act 1993* (SA);
- 2.1.11 **Development Authorisation** means either of the development authorisations described in clause 5;

- 2.1.12 **Development Plan** means the relevant Development Plan, which for the Council area is the City of Port Adelaide Enfield Development Plan as amended by the DPA, and for the area which is not within a Council area is the Land not within a council area (Metropolitan) Development Plan;
- 2.1.13 **DPA** means a Development Plan Amendment that is approved and in operation under the *Development Act 1993* (SA) as a result of a process initiated with the Draft DPA, and for the avoidance of doubt includes any amendment made to the DPA by the Minister for Planning pursuant to section 27(5) or section 26(8)(d) of the *Development Act 1993* (SA);
- 2.1.14 **DPA Amendment Gazettal** means a notice published in the South Australian Government Gazette pursuant to section 27(5)(a) of the Act amending the DPA;
- 2.1.15 **DPA Gazettal** means a notice published in the South Australian Government Gazette pursuant to section 25(17) of the Development Act approving the DPA;
- 2.1.16 **Draft DPA** means the Development Plan Amendment Titled "Employment Lands (Gillman/Dry Creek & Wingfield) and General Section Amendments Development Plan Amendment" prepared by the Minister for Planning and released by that Minister for public consultation on 27 March 2015 and which for the purposes of this Deed has been marked for identification by the parties to this Deed;
- 2.1.17 **Gillman Master Plan** means the report titled "Gillman Master Plan – Final Report" prepared by Jensen Planning + Design, dated June 2014;
- 2.1.18 **Infrastructure Deeds** has the same meaning as in the LMA;
- 2.1.19 **Land Division** has the meaning specified in clause 5;
- 2.1.20 **Landowner** means:
- (a) Subject to paragraph (b), any person who is the registered proprietor of any piece of land comprising the whole or a portion of the Site, such that if:
 - (i) ACP becomes the registered proprietor of the Site in accordance with the Option Deed, then from that time ACP will be the Landowner;
 - (ii) ACP does not complete the purchase of the Site or portion of the Site then Renewal SA remains the Landowner;
 - (iii) ACP or Renewal SA transfer any freehold interest in the Site to a third party then that third party will be the Landowner of that portion of the Site transferred to the third party;
 - (b) Notwithstanding paragraph (a), any person (including but not limited to ACP), who has applied to obtain a Development Authorisation in accordance with this Deed in relation to any piece of land comprising the whole or a portion of the Site, will from the time that application is lodged until the time that application is withdrawn be deemed to be the Landowner, whether or not that person is the registered proprietor of any piece of land comprising the whole or a portion of the Site;

- 2.1.21 **LMA** means the Land Management Agreement described in clause 19;
- 2.1.22 **Lodgement Date** means the date upon which the Landowner lodges either the application to obtain a building rules consent authorisation or application for deposit of a plan of division (Form RTC) in accordance with clause 7 in this Deed;
- 2.1.23 **Option Deed** means the deed between Renewal SA and ACP under which ACP has an equitable right to purchase the land comprised in the Site over 3 stages and pursuant to which Renewal SA and ACP have entered a Land Sale Contract with respect to the Stage 1 Option Land (as defined in the Option Deed);
- 2.1.24 **Plan of Division** means a plan of division lodged for deposit under section 223 LE of the *Real Property Act 1886*;
- 2.1.25 **Projected Cost** is the amount the parties agree is projected to be incurred by the Landowner in undertaking or causing the undertaking of a Stormwater Infrastructure Intervention, and upon which the Bank Guarantee for Stormwater Infrastructure Interventions are based;
- 2.1.26 **Project Plan** means the Project Plan approved under the Option Deed;
- 2.1.27 **Purchaser** means a party (which may be ACP and/or its nominee) who acquires the portion of a Site (including any Balance Allotments) from the Landowner for which neither the relevant Stormwater Infrastructure Intervention(s), necessary as a result of the relevant Land Division or Development has been constructed, or a Bank Guarantee been provided;
- 2.1.28 **Responsible Stormwater Authority** means the stormwater authority responsible for maintaining the Stormwater Infrastructure Intervention upon completion of the same in accordance with any relevant legislation. In relation to land within the Local government area of the City of Port Adelaide Enfield, the Responsible Stormwater Authority is the Council;
- 2.1.29 **Rezone Area** means that portion of the Study Area intended to be rezoned under the DPA in accordance with section 26(8)(d) of the Development Act and which is delineated as the Gillman/Dry Creek part of the area marked 'Area Affected' in the plan comprising Annexure 2;
- 2.1.30 **Section 51 Certificate** means a certificate under section 51 of the Development Act;
- 2.1.31 **Site** means the development site owned by the Landowner, identified as the 'Subject Site' on Figure 1, page 2 of the Gillman Master Plan;
- 2.1.32 **Stage 1 Option Land** has the meaning given by the Option Deed;
- 2.1.33 **Stormwater Infrastructure Intervention** means a specific component of the Study Area Stormwater Infrastructure Interventions which:
- must be constructed as a result of the Land Division or Development the subject of the relevant Development Authorisation sought by the Landowner;
 - at the Commencement Date is generally set out in the Gillman Master Plan, but the exact details relating to the scope, costs

and timing of which will be determined in accordance with clauses 4, 5, 6 and 7 of this Deed;

2.1.34 **Study Area** means that area of approximately 915 hectares to which the Study Area Stormwater Infrastructure Interventions pertain identified as the 'Study Area' on Figure 1, page 2 of the Gillman Master Plan;

2.1.35 **Study Area Stormwater Infrastructure Interventions** means all of the stormwater infrastructure alterations required to facilitate development of, whilst maintaining existing and projected stormwater flows through, the Study Area:

- which as at the Commencement Date are generally set out in the Gillman Master Plan;
- which do not otherwise form part of the required works to process a relevant Development Authorisation;
- the exact details relating to the scope, costs and timing of which are more specifically determined in accordance with clauses 5,6 and 7 of this Deed; and
- which must be completed in accordance with this Deed;

including but not limited to any upgrades to the existing levee which may be required to limit any seawater ingress into designated stormwater management areas:

2.1.36 **Super Lot** means an allotment created upon the division of the Site into a portion which is then capable of sale by the Landowner (incorporating a further division of the Super Lot) or development by the Landowner or a third party (incorporating a further division of the Super Lot);

2.1.37 **Term** means the term of this Deed commencing on the Commencement Date and ending on the last to occur of:

- (a) the date upon which all Contributions payable under this Deed have been paid; or
- (b) the date upon which all of the Study Area Stormwater Infrastructure Interventions have been completed to Renewal SA's satisfaction; or
- (c) 20 years from the Commencement Date.

2.1.38 **Tonkin Investigations** means the Tonkin Consulting *Modelling of Flood/Tidal Interaction Report (2014)* which is supplementary to the Gillman Master Plan.

2.2 Interpretation

Unless expressed to the contrary, in this Deed:

- 2.2.1 words denoting the singular or plural number include the plural number and the singular respectively;
- 2.2.2 words denoting a gender refer to both genders;
- 2.2.3 headings are for convenience only and shall not affect the interpretation of this Deed;
- 2.2.4 words denoting individuals include corporations and vice versa;

- 2.2.5 a reference to a party, the Background, clause, schedule, annexure or plan is a reference to a party, the Background, clause, schedule, annexure or plan of this Deed;
- 2.2.6 a reference to any act, regulation or by-law shall be deemed to include all amendments to them and all statutory provisions substituted thereafter;
- 2.2.7 a reference to a party includes a reference to that party's executors, administrators, successors and permitted assigns;
- 2.2.8 the use of **or** shall be that of the inclusive **or**, that is meaning one, some or all of a number of possibilities or alternatives;
- 2.2.9 an agreement on the part of or in favour of 2 or more persons binds or is for the benefit of each person jointly and individually;
- 2.2.10 a reference to a matter, act or thing includes the whole event or any part of that matter, act or thing and reference to a group of matters, acts, things or persons includes each matter, act, thing or person in that group;
- 2.2.11 no rule of construction shall be applied in interpreting or construing this Deed *contra proferentem* against a party or otherwise to the disadvantage of a party on the basis that the party proposed or drafted this Deed or any provision of this deed;
- 2.2.12 reference to a corporation, organisation or other body (whether or not incorporated), but excluding the parties is:
- (a) if that corporation, organisation or other body is replaced by another corporation, organisation or other body, then to refer to that other corporation, organisation or other body; and
 - (b) if that corporation, organisation or other body ceases to exist, then to refer to the corporation, organisation or other body which most closely or substantially fulfil the same purposes or objects as the first mentioned corporation, organisation or other body;
- 2.2.13 the word **including** where used is deemed to be followed by the words **without limitation**; and
- 2.2.14 reference to **month** means calendar month.

2.3 Relationship between the parties

- 2.3.1 The parties acknowledge and agree that their relationship pursuant to this Deed shall be exclusively that of independent contractors with the rights, liabilities, duties and obligations set out in this Deed or, subject to this Deed, at law.
- 2.3.2 Nothing contained in this Deed shall be deemed or construed to constitute a party to be a partner, joint venturer, principal, agent, trustee (whether expressed, implied or constructive), beneficiary, lender, borrower, lessor, lessee, or fiduciary of another party.
- 2.3.3 No party has the authority to act for or incur any liability or obligation pursuant to this Deed as agent for or on behalf of any other party except as expressly provided in or contemplated by this Deed.

2.4 Proper law and jurisdiction

- 2.4.1 The proper law of this Deed shall be the law of South Australia and accordingly this Deed shall be governed by and construed in accordance with the laws of South Australia.
- 2.4.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia and the courts of appeal from them for determining any dispute concerning this Deed. Each party waives any right it has to object to an action being brought in those courts, to claims that action has been brought in an inconvenient forum, or to claim those courts do not have jurisdiction.
- 2.4.3 The parties agree that none of them shall institute or attempt to institute any proceedings in relation to any dispute or any other matter or thing arising out of or in connection with this Deed other than in a court of South Australia or, in respect of any proceedings in a Federal court, in the Adelaide registry of the relevant Federal court.
- 2.4.4 Without preventing any other mode of service, any documents in an action (including any writ of summons or other originating process or any third or other party notice) may be served on a party by being left or left for that party at its address for service of notices pursuant to this Deed.

2.5 Waiver

- 2.5.1 A waiver of a provision of this Deed must be both in writing and be signed by the party or parties granting the waiver and the party or parties benefiting by or from the waiver or by a person duly authorised to execute such a document on behalf of each such party.
- 2.5.2 No waiver by a party of a performance or observance of a provision or a breach of this Deed shall operate as a waiver of the performance observance or breach of any other provision of this Deed.
- 2.5.3 No forbearance, delay, indulgence or partial exercise by a party in enforcing the provisions of this Deed shall be a waiver of or prejudice or restrict the rights of that party in any way.

2.6 Reading down and severance

- 2.6.1 If a provision of this Deed is reasonably capable of an interpretation which would render that provision to be unenforceable, illegal, invalid or void and an alternative interpretation would not have one of those consequences, then that provision shall be interpreted or construed so far as is possible, to be limited and read down such that its meaning is that which does not render it unenforceable, illegal, invalid or void.
- 2.6.2 Subject to clause 2.6.1, if a provision of this Deed is for any reason illegal, void, invalid or unenforceable, then that provision shall be severed from this Deed without effecting the legality, validity or enforceability of the remainder of this Deed.
- 2.6.3 If a provision of this Deed is severed under clause 2.6.2, the parties agree to negotiate in good faith to reach agreement upon an amended provision as a replacement for the severed provision.

2.7 Cumulative rights

A right, power, remedy, entitlement or privilege given or granted to a party pursuant to this Deed is cumulative with, without prejudice to and not exclusive of any right, power, remedy, entitlement or privilege granted or given pursuant to this Deed or by the operation of law.

2.8 Employees or agents

Any act, matter or thing which is either required to be performed or done by a party may be performed or done by that party's duly authorised employees, agents, delegates or contractors.

2.9 Entire agreement

2.9.1 This Deed contains the entire agreement between the parties in respect of the subject matter of this Deed and the parties agree that this Deed supersedes and extinguishes any prior agreement or understanding (if any) between the parties in respect of the subject matter of this Deed.

2.9.2 No other agreement, whether collateral or otherwise, shall be taken to have been formed between the parties by reason of any promise, representation, inducement or undertaking (if any) given or made by one party to the other prior to the date of this Deed.

2.10 Auditor-General

Nothing in this Deed derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (SA).

3. CONDITIONS OF DEED

3.1 LMA Signed

3.1.1 The obligations of the parties under this Deed are subject to the Landowner, within 60 days of the Commencement Date, executing and delivering to Renewal SA signed LMAs in respect of each of the relevant pieces of land comprising the Site.

3.1.2 Renewal SA may, at its discretion, waive the condition specified in clause 3.1.1.

3.2 DPA

3.2.1 In addition to clause 3.1, the obligations of the parties under this Deed are subject to and conditional on:

- (a) the Minister for Planning (or the Minister for Planning's delegate):
 - (i) approving the DPA for the Rezoned Area under s26(8)(d); and
 - (ii) publishing the DPA Gazettal for the Rezoned Area under s26(8)(d); and
- (b) the validity of the DPA not being subjected to any challenge commenced in a court of competent jurisdiction within six months of the Minister for Planning (or the Minister for Planning's delegate) having published the DPA Gazettal which challenge results in the DPA being overturned or varied within 3 years of commencement of the relevant proceedings; and

- (c) the DPA not being disallowed by either House of Parliament under section 27 of the *Development Act* following the publication of the DPA Gazettal.
- 3.2.2 The parties acknowledge and agree that nothing in this Deed obliges or shall be construed as obliging the Minister for Planning (or the Minister for Planning's delegate) to approve the DPA over the whole or any part of the Rezone Area or within any timeframe.
- 3.2.3 The parties acknowledge and agree that if the Condition set out in clause 3.2.1 is not satisfied within 10 years of the Commencement Date, then any party may rescind this Deed by giving the other parties notice of that rescission, with the rescission deemed to be effective by serving a notice in accordance with clause 16.
- 3.2.4 Any party (**Affected Party**) that considers it has been materially adversely affected by variations between the Draft DPA and the DPA may give notice to the other parties within:
- (a) 45 days of the publication of the DPA Gazettal (unless each party waives, by notice to the other parties, their entitlement to give such notice);
 - (b) 30 days of publication of any DPA Amendment Gazettal (unless each party waives, by notice to the other parties, their entitlement to give such notice).

Nothing in this clause 3.2.4 derogates from ACP's rights under the Option Deed or any contract formed upon exercise of an option under the Option Deed.

- 3.2.5 The Landowner may only issue a notice under clause 3.2.4 of this Deed if the Landowner reasonably forms the opinion that the DPA material adversely affects (alone or in combination with any other facts or circumstances) the cost, revenue, cash flow, finance, sales rate, allotment yield, risk, market attraction or profit associated with the Landowner's proposed development of the Site.
- 3.2.6 Any dispute in respect of whether a party has been materially adversely affected by a variation or whether any of the criteria in clause 3.2.5 have been satisfied may be referred by any party for determination by an Expert in accordance with clause 12.
- 3.2.7 In the event of a notice being given by the Affected Party, the parties must negotiate in good faith towards agreeing variations to this Deed to address the impact of the variations made to the DPA on the Affected Party.

4. **ACP'S OBLIGATION TO CONDUCT DETAILED INVESTIGATIONS**

- 4.1 As from the date of this Deed the Landowner or ACP will conduct the Detailed Investigations required to determine the precise scope and timing for each of the Stormwater Infrastructure Interventions which will need to be constructed as a result of the Land Division or Development the subject of the relevant Development Authorisation sought by the Landowner or ACP.
- 4.2 The Detailed Investigations must detail how stormwater from the adjacent urban area as documented in the Tonkin Investigations will be accommodated as a result of the relevant Land Division or Development the subject of the relevant Development Authorisation sought by the Landowner or ACP.

- 4.3 The Landowner or ACP must undertake the Detailed Investigations concurrently with the relevant Development Authorisation sought by the Landowner or ACP for the Land Division or Development to be undertaken by the Landowner or ACP.
- 4.4 The Landowner or ACP must undertake the Detailed Investigations specified in this clause 4 expeditiously and inform each other party to this Deed of the progress of any Detailed Investigations.
- 4.5 To the extent that ACP does not exercise a relevant option pursuant to the Option Deed, as and from the time that ACP is no longer entitled to exercise a relevant option pursuant to the Option Deed, ACP is not obliged to complete any Detailed Investigations which ACP has commenced (if any) in respect of the land the subject of the relevant option that ACP has not exercised pursuant to the Option Deed.

5. **PROCESS FOR DETERMINING STORMWATER INFRASTRUCTURE INTERVENTIONS**

- 5.1 If the Landowner wishes to either:
 - 5.1.1 lodge an application to the Development Assessment Commission for a land division relating to that portion of the Rezone Area creating allotments (other than Super Lots) (Land Division); OR
 - 5.1.2 lodge an application of a development authorisation from the relevant authority under the Development Act for a development on that portion of the Rezone Area that involves construction of buildings or structures and requires building rules consent (Development);

then the Landowner must forthwith commence negotiations with Renewal SA and the Responsible Stormwater Authority in accordance with the Principles specified in clause 6 (including taking into consideration each and every potential Stormwater Infrastructure Intervention identified through the Detailed Investigations undertaken pursuant to Clause 4), to determine the precise scope, timing, costs and subsequently the amount required to be secured by the Bank Guarantee for each Stormwater Infrastructure Intervention that must be constructed as a result of the Land Division or Development the subject of the relevant Development Authorisation sought by the Landowner.

- 5.2 Whenever requested by the Landowner Renewal SA must give the Landowner reasonable particulars of any expected Projected Cost or Bank Guarantee toward each Stormwater Infrastructure Intervention that must be constructed as a result of the Land Division or Development the subject of the relevant Development Authorisation sought by the Landowner.
- 5.3 If ACP makes any application for:
 - 5.3.1 a Land Division; or
 - 5.3.2 a development authorisation from the relevant authority under the Development Act for a Development,

then as at the date of lodging that application ACP must assume all the obligations of the Landowner under this Deed relating to that portion of the Site the subject of the Land Division or the Development, and ACP releases Renewal SA from any obligations as Landowner in respect of that application,

and indemnifies Renewal SA from and against all loss and damage resulting from a breach of this clause 5.3 by ACP.

6. PRINCIPLES TO DETERMINE STORMWATER INFRASTRUCTURE INTERVENTIONS AND CONTRIBUTIONS

- 6.1 The precise scope, timing, costs and subsequently the amount of the Bank Guarantee required for each Stormwater Infrastructure Intervention that must be constructed as a result of the Land Division or Development the subject of the relevant Development Authorisation sought by the Landowner, will be determined by the parties using the following Principles:
- (a) The Landowner will construct any Stormwater Infrastructure Intervention which must be necessarily constructed as a direct result of the Landowner's Development or Land Division in the Site. The parties acknowledge and agree that:
 - (i) any Stormwater Infrastructure Intervention within the Site for the benefit of other areas in the vicinity of the Site, may but shall not automatically be considered as being necessarily constructed as a direct result of the Landowner's Development or Land Division under this clause 6.1(a)(i); and
 - (ii) Stormwater Infrastructure Interventions detailed in the Gillman Master Plan, may but shall not automatically be deemed to be considered as being necessarily constructed as a direct result of the Landowner's Development or Land Division under this clause 6.1(a)(i) solely by virtue of the relevant Stormwater Infrastructure Interventions being included in the Gillman Master Plan.
 - (c) If the Relevant Stormwater Authority determines (acting reasonably) that there is capacity within the existing stormwater infrastructure network of the Study Area to service the Landowner's Development or Land Division, the Landowner will be entitled to rely upon that capacity to service the Landowner's Development.
 - (d) Where an existing issue or future improvement is required at a specific location within the Study Area which is entirely independent of any proposed Development or Land Division then the Landowner will not be required to construct or procure the construction of the relevant stormwater infrastructure upgrade.
 - (e) Where stormwater infrastructure improvements are required as a result of multiple new developments within the Study Area (including but not limited to a Development or Land Division of the Landowner), then the parties will share the costs of the relevant stormwater infrastructure improvement with reference to:
 - (i) the volume of stormwater generated by that development or land division; or

(ii) the area of the site pertaining to that development or land division which as a result becomes unavailable for the management of stormwater.

(f) The Council (in consultation with City of Charles Sturt) may request for additional stormwater infrastructure interventions to be considered as part of the Detailed Investigations, in order to provide additional capacity to facilitate more extensive development within the Torrens Road Drainage Area however in such case there is no obligation upon the Landowner to construct or procure the construction of such additional stormwater infrastructure interventions.

6.2 Nothing in this Deed requires the Landowner to consult with individual land owners who own land outside the Study Area.

7. STORMWATER INFRASTRUCTURE INTERVENTIONS AND CONTRIBUTIONS TO BE DETERMINED (BEFORE APPLICATION FOR BUILDING RULES CONSENT OR DEPOSIT)

The Landowner must not:

7.1 lodge an application to obtain a building rules consent authorisation for a Development on that portion of the Site that involves the construction of buildings or structures and requires building rules consent, OR

7.2 lodge an application for deposit of a plan of division (Form RTC) in relation to that portion of the Rezone Area creating allotments at the Lands Titles Office (other than Super Lots);

until the relevant Stormwater Infrastructure Interventions and the amount secured by the Bank Guarantee necessary as a result of the relevant Land Division or Development are determined in accordance with the Principles specified in clause 6 of this Deed. Nothing in this clause 7 restricts or delays ACP from proceeding to fill the Site in accordance with the terms of the Option Deed or Project Plan.

8. LANDOWNER'S RESPONSIBILITIES

8.1 Responsibility to Construct Study Area Stormwater Infrastructure Interventions

8.1.1 The Landowner must undertake or cause to be undertaken the Study Area Stormwater Infrastructure Interventions, to the Relevant Stormwater Authority's satisfaction:

- (a) as determined in accordance with clauses 6 and 7;
- (b) in a timely manner to enable the proper, orderly, safe and efficient development of the Study Area and generally in accordance with the Gillman Master Plan or the Project Plan (as the case may be);
- (c) in compliance with any standards, design and construction protocols, relevant plans or specifications required by the Responsible Stormwater Authority;
- (d) having regard to the timely and orderly vesting of any Stormwater Infrastructure Intervention to the Responsible Stormwater Authority (if necessary);

- (e) provided that the Relevant Stormwater Authority has agreed in principle to accept the Relevant Stormwater Infrastructure Intervention upon completion; and
- (f) ensuring that it has secured, obtained or entered into all necessary authorisations, arrangements, deeds or agreements with the Responsible Stormwater Authority, relating to the undertaking of any works associated with the relevant Stormwater Infrastructure Intervention;

8.2 Responsibility to Procure Bank Guarantee

- 8.2.1 The Landowner must secure the performance of the construction of each Stormwater Infrastructure Intervention determined in accordance with the Principles specified in clause 6, by procuring an unconditional irrevocable Bank Guarantee or an alternative form of security acceptable to Renewal SA acting reasonably, for an amount equal to the total Projected Cost of the relevant Stormwater Infrastructure Intervention, in favour of and to the satisfaction of Renewal SA on or prior to the Lodgement Date in accordance with clauses 8 and 9 of this Deed.
- 8.2.2 If the Actual Cost is greater than the Projected Cost, the relevant amount securing the cost of the relevant Stormwater Infrastructure Intervention must be increased by an amount representing the increase between the Actual Cost and the Projected Cost.

9. BANK GUARANTEE CONDITIONS

- 9.1 Any Bank Guarantee provided pursuant to this Deed shall:
 - 9.1.1 be unconditional, irrevocable and payable on demand;
 - 9.1.2 be issued by a financial institution with a Standard and Poors credit rating of at least A+ and approved by Renewal SA;
 - 9.1.3 specify a location within Adelaide where demand is to be given and payment made, without further confirmation from the issuer; and
 - 9.1.4 be in a form approved by Renewal SA.

Any alternative security provided by the Landowner and approved by Renewal SA under clause 8.2.1 must to the extent applicable comply with these requirements.

- 9.2 Renewal SA may call up, enforce and/or convert the Bank Guarantee or alternative security, in whole or in part, if Renewal SA considers that the relevant Stormwater Infrastructure Intervention necessary as a result of the relevant Land Division or Development has not been constructed in accordance with clause 8.1 of this Deed by the Landowner within 21 days of Renewal SA requesting the Landowner to perform the Landowner's obligations under clause 8 of this Deed.
- 9.3 The Landowner agrees that if at any time a claim for payment is made against the Bank Guarantee or alternative security by Renewal SA, the Landowner will, if requested to do so by Renewal SA, provide an additional Bank Guarantee or alternative security for a further sum as Renewal SA may require to ensure that the relevant Stormwater Infrastructure Intervention is constructed.

- 9.4 Upon Renewal SA being satisfied that the relevant Stormwater Infrastructure Intervention in respect of the relevant portion of the Site, necessary as a result of the relevant Land Division or Development, is constructed in accordance with clause 8 of this Deed, Renewal SA agrees to return the Bank Guarantee or alternative security to the Landowner's bank or Landowner.
- 9.5 The Bank Guarantee or alternative security shall remain effective until Renewal SA is satisfied that the relevant Stormwater Infrastructure Intervention in respect of the relevant portion of the Site, necessary as a result of the relevant Land Division or Development, has been constructed in accordance with clause 8 of this Deed, at which date Renewal SA will return the Bank Guarantee or alternative security or such part of the Bank Guarantee or alternative security which at that date has not otherwise been either reduced or called in and converted by Renewal SA pursuant to this clause 9.
- 9.6 The giving of the Bank Guarantee or alternative security shall not operate to relieve the Landowner from any of its obligations under any provision of this Deed.

10. TRANSFER OF SITE OR ASSIGNMENT OF DEED

- 10.1 If the Landowner intends to transfer any portion of the Site or wishes to assign this Deed prior to having constructed the relevant Stormwater Infrastructure Intervention(s) in respect of the relevant portion of the Site, necessary as a result of the relevant Land Division or Development, in accordance with clause 8, or providing the Bank Guarantee or alternative security relating to that portion of the Site in accordance with clauses 8 and 9, the Landowner must prior to any such transfer or assignment:
- 10.1.1 procure the Purchaser to enter into a deed on the same terms as this Deed; and
 - 10.1.2 deliver that signed deed to Renewal SA.
- 10.2 The Landowner indemnifies Renewal SA from and against all loss and damage resulting from a breach of clause 10.1 by the Landowner.
- 10.3 Without limiting the indemnity in clause 10.2, Renewal SA is entitled to seek orders from a Court for specific performance of the obligations specified in this clause 10.
- 10.4 A transfer of any portion of the Site or an assignment of this Deed does not breach clause 10.1 if the transmission of the title relating to any portion of the Site occurs as a result of enforcement of a will or by intestacy for that portion of the Site.
- 10.5 If the Landowner transfers any portion of the Site or assigns this Deed having met the obligations specified in clause 10.1, then Renewal SA shall release the Landowner in respect of the Landowner's obligations under this Deed except for the obligations of indemnity contained in clauses 10.2 and 10.3.
- 10.6 The parties acknowledge and agree that Renewal SA's consent to a transfer of any portion of the Site is not required if:
- 10.6.1 such transfer or assignment results as a consequence of the operation of the Option Deed; or
 - 10.6.2 the Landowner transfers any portion of the Site where all relevant Landowner Contributions and Bank Guarantees have been provided relating to that portion of the Site; or

10.6.3 that portion of the Site does not require any further Stormwater Infrastructure Interventions.

11. GOODS AND SERVICES TAX

- 11.1 Unless specifically described in this Deed as "GST inclusive", any sum payable (or amount included in the calculation of a sum payable), or consideration to be provided, under or in accordance with this Deed does not include any amount on account of GST.
- 11.2 Where any supply to be made by one party (**Supplier**) to another party (**Recipient**) under or in accordance with this Deed is subject to GST (other than a supply the consideration for which is specifically described in this Deed as "GST inclusive"):
- 11.2.1 the consideration payable or to be provided for that supply but for the application of this clause 11 (**GST Exclusive Consideration**) shall be increased by, and the Recipient shall pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply; and
- 11.2.2 the Recipient must pay that additional amount at the same time and in the same manner as the GST Exclusive Consideration payable or to be provided for that supply.
- 11.3 If any payment to be made to a party under or in accordance with this Deed is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with clause 11.2.
- 11.4 The Recipient need not make any payment for a taxable supply made by the Supplier under or in accordance with this Deed until the Supplier has given the Recipient a valid tax invoice in respect of that taxable supply.
- 11.5 If an adjustment event has occurred in respect of a taxable supply made under or in accordance with this Deed, any party that becomes aware of the occurrence of that adjustment event must notify each other party to that taxable supply as soon as practicable, and all of those parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that taxable supply, or any refund of GST (or part thereof), is paid no later than 28 days after the Supplier first becomes aware that the adjustment event has occurred.
- 11.6 A word or expression used in this clause 11 which is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the same meaning in this clause 11.

12. DISPUTE RESOLUTION

12.1 Disputes to be dealt with under this clause

Unless otherwise provided in this Deed all disputes or differences between the parties in connection with:

12.1.1 this Deed; or

12.1.2 any other matter in any way relating to this Deed,

(Dispute) will be dealt with in accordance with this clause 12 whenever the Dispute is raised.

12.2 Notice of Dispute

Any party (**Disputing Party**) may within 30 days after the Dispute arises, give a notice to the other parties (**Non-Disputing Parties**):

- 12.2.1 setting out details of the Dispute, the reason the Dispute should be resolved in favour of the Disputing Party, and any other matter that may, in the reasonable opinion of the Disputing Party, be relevant to the resolution of the Dispute; and
- 12.2.2 requiring the Non-Disputing Parties to, in good faith, seek to resolve the Dispute within 21 days of the date of the notice.

12.3 Referral of Dispute to an Expert

Subject to clause 12.7, if the Dispute is not resolved by agreement between the parties following notice given under clause 12.2, the determination of the Dispute (**Determination**) may be referred for determination by any party to any independent person (**Expert**) agreed between the parties (or in the absence of agreement within 7 days of any party proposing in writing an Expert, then the Expert shall be nominated at the request of any party by the President (or if there is not a President, then Chief Executive Officer or other person of like status) for the time being of The Institute of Arbitrators and Mediators Australia (or if that body has ceased to exist then a body fulfilling substantially the same functions as the first mentioned body).

12.4 Expert

The Expert is an expert and not an arbitrator.

12.5 Final

The Determination of the Expert is final and binding on the parties.

12.6 Conduct of Determination

Unless otherwise agreed by the parties in writing:

- 12.6.1 the place of the proceedings for purposes of the Determination will be Adelaide, South Australia;
- 12.6.2 each party is entitled to legal representation at all stages of the Determination;
- 12.6.3 the proceedings for the purposes of the Determination will be conducted in accordance with the laws of evidence;
- 12.6.4 each party will bear its own costs and expenses in relation to the Determination;
- 12.6.5 the parties will pay in equal shares the Expert's fees and expenses and the cost of the Determination including room hire (if any);
- 12.6.6 the parties must comply with all reasonable requests and produce all necessary documentation to the Expert to enable the Expert to make the Determination;
- 12.6.7 the parties may make submissions which the Expert must take into account when making the Determination;

12.6.8 the Expert must provide its Determination to the parties in writing, with reasons for the Determination and within 21 days of the appointment of the Expert; and

12.6.9 the provisions of the *Commercial Arbitration Act 1986* (SA) do not apply to the resolution of any Dispute under the provisions of this clause 12.

12.7 Legal proceedings

Nothing in this clause 12 prevents a party from issuing, or requires a party to delay issuing, legal proceedings in a court in respect of a Dispute if:

12.7.1 it is reasonably necessary for that party to seek urgent injunctive or other interlocutory relief in order to reasonably protect its position; or

12.7.2 the nature of the Dispute is such that it is not reasonably suitable for expert determination (for example, if the Dispute relates only the interpretation of the provisions of this Deed and will not require reference to expert evidence).

13. TIME OF THE ESSENCE

Time shall be of the essence in respect of any time, date or period specified in this Deed or in any notice served pursuant to this Deed.

14. VARIATION

No modification, variation or amendment of this Deed shall be of any force unless any such modification, variation or amendment is made by deed executed by each party.

15. COSTS

The parties will pay their own costs of and incidental to the preparation, negotiation and execution of this Deed and of any documents prepared and executed pursuant to this deed, unless stated otherwise in those other documents.

16. NOTICES

16.1 A notice, demand, consent, approval or communication under this deed (Notice) must be:

16.1.1 in writing, in English and signed by a person authorised by the sender; and

16.1.2 hand delivered or sent by pre-paid post to the recipient's address specified in this deed, as varied by any Notice given by the recipient to the sender.

16.2 A Notice is deemed to be received:

16.1.3 if hand delivered, on delivery; and

16.1.4 if sent by prepaid mail, two Business Days after posting (or seven Business Days after posting if posting to or from a place outside of Australia);

however if the Notice is deemed to be received on a day that is not a Business Day or after 5:00pm, the Notice is deemed to be received at 9:00am on the next Business Day.

- 16.3 If two or more persons comprise a party, Notice to one is effective Notice to all.

17. COUNTERPARTS

This document may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument. If so, the signed copies are treated as making up the one document.

18. PUBLIC DISCLOSURE

Any party may, at any time, disclose this Deed and/or information relating to this Deed in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request. Nothing in this clause derogates from the obligations of a party under the *Freedom of Information Act 1991*(SA).

19. LMA

- 19.1 The parties acknowledge and agree that as at the date of this Deed the parties contemplate that the following process will be implemented with regard to the entering into and notation of Land Management Agreement(s) pursuant to either sections 57 or 57A under the Development Act 1993.
- 19.2 It is a condition of this Deed that on or before the date of execution of this Deed, the Landowner must:
- 19.2.1 execute a Land Management Agreement in accordance with the Land Management Agreement attached to this Deed and marked Annexure 1, in respect of each Certificate of Title comprising the Site (LMA); and
 - 19.2.2 deliver the executed LMA (with this executed Deed) to Renewal SA.
- 19.3 The Landowner must obtain all appropriate consents (including from all holders of registered interests rights or endorsements on the relevant Certificates of Title pertaining to the Site and also pay any consent fees, stamp duty and registration costs on the LMA.
- 19.4 The Landowner will endeavour to ensure that all consents required under clause 19.2 will have been secured at the time of execution of the LMA and this Deed.
- 19.5 Renewal SA must execute the LMA within a reasonable time after the last to occur of:
- 19.5.1 the execution of the LMA by the Landowner;
 - 19.5.2 the execution of the LMA by Renewal SA;
 - 19.5.3 the Landowner notifying Renewal SA that it has obtained all appropriate consents in accordance with clause 19.3; and
 - 19.5.4 the Minister for Planning having rezoned the Site in accordance with clause 3.3 of this Deed.

- 19.6 As soon as reasonably possible after having executed the LMA, ACP will deliver the fully executed LMA to Renewal SA, after which, Renewal SA will arrange the lodgement of the LMA to be noted on the relevant Certificate of Title by the Registrar-General of the Lands Titles Office in accordance with s57(5) of the Act.
- 19.7 In the event that all consents required under clause 19.3 have not been secured at the time of execution of the LMA and this Deed, or the LMA is not registered on the relevant Certificate(s) of Title comprising the Site at any time during the Term of this Deed, prior to the registration of the LMA on the relevant Certificate(s) of Title, the Landowner must not seek advice, permission or clearance from the Council for any Development or Land Division in respect of any portion of the Site, such as to enable the Development Assessment Commission to issue a Section 51 certificate in respect of that Development or Land Division.
- 19.8 Prior to transferring any portion of the Site (whether to ACP pursuant to the Option Deed or another party), the Landowner must procure the intended transferee of that portion of the Site to enter into a Land Management Deed on the same terms as the LMA and deliver that signed deed to Renewal SA. Renewal SA will then arrange for the LMA to be rescinded or partially rescinded in relation to that portion of the Site which ACP has purchased and fully executed a new Land Management Agreement on the same terms as the LMA.
- 19.9 If ACP seeks to lodge an application to the Development Assessment Commission for a Land Division, or an application of a development authorisation from the relevant authority under the Development Act for a Development and assumes the obligations of Landowner in accordance with clause 5 of this Deed, then Renewal SA may require ACP to enter into a Land Management Agreement in accordance with section 57A of the Development Act at the same time as lodging the relevant application.
- 19.10 If the Minister requires ACP to enter into a Land Management Agreement in accordance with section 57A of the Development Act in accordance with clause 19.9, any LMA or other Land Management Agreement noted on the relevant portion of the Site in accordance with this Deed will need to be rescinded or partially rescinded (as the case may be) prior to the section 57A Land Management Agreement being noted on the title(s) comprising the relevant portion of the Site.

20. ASSIGNMENT OF MINISTER'S RIGHTS AND OBLIGATIONS

- 20.1 The parties acknowledge that Renewal SA reserves its right to assign any of his rights, benefits or obligations under this Deed to any instrumentality of the Crown in right of the State of South Australia who in Renewal SA's opinion will most appropriately deal with such right, benefit or obligation on terms acceptable to Renewal SA, without seeking the consent of any other party to this Deed.
- 20.2 Renewal SA will, at the completion of any development or works pursuant to this Deed, determine which instrumentality of the Crown, should own and maintain the relevant parts of the completed development or works pursuant to this Deed and do all things necessary to vest in the instrumentality such development or works on terms acceptable to Renewal SA.

EXECUTED AS A DEED

DATED

DAY OF

2015

SIGNED for and on behalf of the
URBAN RENEWAL AUTHORITY
trading as Renewal SA by its duly
constituted Attorney pursuant to Power of
Attorney No. GP 2/2015/PA 12302863,
who has not received a notice of the
revocation of that Power of Attorney in
the presence of:

.....
Attorney

.....
Full Name of Attorney
Address:
C/- Renewal SA
Level 9 Riverside Centre
North Terrace, Adelaide SA 5000
Tel: 8207 1300

.....
Witness

.....
Full Name of Witness
Address:
C/- Renewal SA
Level 9 Riverside Centre
North Terrace, Adelaide SA 5000
Tel: 8207 1300

This Deed is executed by)
ADELAIDE CAPITAL PARTNERS PTY LTD)
in accordance with Section 127 of the)
Corporations Act 2001 by two of its Directors or)
by one of its Directors and the Company Secretary)

Signed:

Signed:

Name:

Name:

Position:

Position:

ANNEXURE 1

Form of LMA



ANNEXURE 2

Rezone Area Plan

Appendix D – Plans and Drawings

OFFICIAL

Appendix E – Gillman SRF Lot 501 Driveway Access Assessment

OFFICIAL

T2D TORRENS TO
DARLINGTON

**NORTH-SOUTH CORRIDOR
RIVER TORRENS TO
DARLINGTON**

**Gillman Spoil Reuse Facility Lot
501 Access Driveway Assessment**

DOCUMENT INFORMATION

ITEM	DESCRIPTION
Document Name:	Gillman Spoil Reuse Facility Lot 501 Access Driveway Assessment
Prepared By:	Mott MacDonald (MMD)
Responsible Work Stream:	Task 37

DOCUMENT CONTROL

REVISION NO.	REVISION DATE	AUTHOR	STATUS
1	Tuesday, 30 April 2024	MMD	Issue for Comment
2	Monday, 20 May 2024	MMD	Issue for Approval

CONTENTS

1. BACKGROUND	7
1.1. The T2D Project	7
1.2. Purpose of this Document.....	7
1.3. Spoil Re-use Facility (SRF).....	7
1.4. The Gillman Site	8
1.5. Stakeholder Consultation.....	8
1.6. Surrounding Road Network.....	9
2. EXISTING CONDITIONS.....	10
2.1. Access Arrangements.....	10
2.1.1. Eastern Parade.....	10
2.1.2. Hanson Road.....	12
2.2. Vehicle Types and Volumes	12
2.2.1. Eastern Parade.....	13
2.2.2. Hanson Road.....	14
2.3. Pedestrian / Active Transport / Public Transport	14
3. PROPOSED DEVELOPMENT ACCESS.....	15
3.1. Vehicle Types and Volumes	15
3.1.1. Project Generated Traffic.....	16
3.2. Eastern Parade Lot 501 Access Driveway	18
3.2.1. Operation.....	18
3.2.1. Overall traffic volumes	22
3.3. Hanson Road.....	22
3.4. Pedestrian / Active Transport / Public Transport	24
4. SUMMARY	25
APPENDIX A – INDICATIVE DESIGN DRAWINGS.....	26
APPENDIX B – TURN PATH ANALYSIS.....	27

FIGURES

Figure 1-1 Lot 501 Gillman SRF Location 8

Figure 2-1 Existing Site Movement Pattern via Eastern Parade (Basemap source: LocationSA) 11

Figure 2-2 Existing Eastern Parade Business Access Arrangement (Basemap source: LocationSA) 12

Figure 3-1 Access to Lot 501 and 502 15

Figure 3-2 Spoil Haulage Route from Port River Expressway 17

Figure 3-3 Eastern Parade Access proposed alignment and project vehicle path 19

Figure 3-4 Lot 501 Access Driveway layout 21

Figure 3-5 Lot 502 access via Hanson Road 23

TABLES

Table 1-1 Surrounding Road Network 9

Table 2-1 Existing Eastern Parade Business Vehicle Access Hours and Volumes 13

Table 2-2 Existing Eastern Parade Business Total Vehicle Types and Volumes 13

Table 2-3 Eastern Parade Businesses Peak Hour Demand 14

Table 3-1 Project Generated Traffic 16

Table 3-2 Spoil Trucks Access to SRF Frequency 16

Table 3-3 Lot 501 Access Driveway Considerations and Amendments 20

Table 3-4 Total Daily Volumes 22

Table 3-5 Total Peak Hourly Volumes 22

Table 4-1 Peak Hour Existing Eastern Parade Business and Project Related Vehicles 25

GLOSSARY

TERM	DESCRIPTION
AADT	Average Annual Daily Traffic
Eastern Parade Businesses	Local businesses located at Lot 202, Lot 1 and Lot 2
EB	Eastbound
HV	Heavy Vehicle
Lot 501 Access Driveway	Proposed upgrade to the Lot 501 Eastern Parade access point to facilitate existing business traffic and the traffic generated by the development
LV	Light Vehicle
MMD	Mott MacDonald
NSC	North-South Corridor
NSC PDO	North-South Corridor Program Delivery Team
PREXY	Port River Expressway
SB	Southbound
SRF	Spoil Re-use Facility
T2D	Torrens to Darlington
TBM	Tunnel boring machine
The Department	Department for Infrastructure and Transport
WB	Westbound

1. BACKGROUND

1.1. THE T2D PROJECT

The River Torrens to Darlington (T2D) Project is the final 10.5km section of a wider 78km Adelaide North-South Corridor (NSC) project. The 30-Year Plan for Greater Adelaide (2017), the 20-Year State Infrastructure Strategy (2020) and the Integrated Transport and Land Use Plan (2013) all identified the NSC as one of South Australia's most important transport corridors.

The T2D Project design consists of two sections of twin tunnels joined by an open motorway. The Southern Tunnels will connect Darlington to Anzac Highway, while the Northern Tunnel will connect to Torrensville (River Torrens). The Southern Tunnel and Northern Tunnel will be joined by the open motorway.

1.2. PURPOSE OF THIS DOCUMENT

The purpose of this document is to present an assessment for the existing conditions and proposed access arrangements associated with a development application for the Gillman Spoil Re-Use Facility (SRF) to service the T2D Project. The current development application relates only to the use of land at 208 Eastern Parade, Gillman generally referred to as Lot 501. For the purpose of this assessment, Lot 501 will be treated as a standalone parcel; however, references to combine Lot 501 and Lot 502 in future usage plans (Lot 502 is subject to a separate future development application) are stated for full understanding of the site usage intention.

Access to Lot 501 is proposed to be serviced by two access points on Eastern Parade and Hanson Road. Each access is proposed to be capable of acting as the primary access for both ingress and egress. The Hanson Road access requires a proposed link through Lot 502.

The proposed Eastern Parade access to Lot 501 uses an existing access loop for a small precinct containing several local businesses (to be referred "Eastern Parade Businesses") and proposes an upgrade to part of this access loop to facilitate existing business traffic and the traffic generated by the development (the upgrade referred herein as the "Lot 501 Access Driveway").

No traffic modelling at the Eastern Parade or Hanson Road access points been undertaken as part of this assessment.

1.3. SPOIL RE-USE FACILITY (SRF)

The T2D Project will require the establishment of a SRF to receive, treat and beneficially re-use the spoil that will be excavated during construction. The spoil from the T2D Project will comprise of a mixture of tunnel boring machine (TBM) generated spoil and bulk earthwork material excavated from the lowered motorway and tunnel portals. It is anticipated that the SRF will receive all of the TBM and bulk earthworks excavated during the construction of the northern and southern tunnels. Excavations are estimated to occur mid 2025 through early 2031.

The expected design vehicle for spoil haulage is a 23m Truck and Dog as advised by the Department. The site will operate 24 hours per day, 7 days per week for the duration of the construction of the T2D Project.

1.4. THE GILLMAN SITE

The Gillman site proposed for the SRF is located approximately 12km (in a direct line) north-west from the Adelaide Central Business District (CBD) on land to the north of the Port River Expressway (PREXY), in the suburb of Gillman, South Australia.

The SRF is located on vacant outer urban land surrounded by mixed land uses including commercial, utility / industry and waste receiveal land uses. The site is adjacent to several sensitive and protected aquatic and intertidal ecosystems nearby, including reserves, sanctuaries, and wetlands.

There are no residential land uses in proximity to the site, with the nearest residents one kilometre south in the suburbs of Ottoway and Rosewater, part of the City of Port Adelaide Enfield Council Local Government Area.

The site extent and surrounding land parcels are shown below in Figure 1-1. Lot 501 and Lot 502 will be utilized as the Gillman SRF subject to two separate development application processes.



Figure 1-1 Lot 501 Gillman SRF Location

1.5. STAKEHOLDER CONSULTATION

Eastern Parade Businesses include:

- Autonexus Adelaide

- Rivet Energy
- Howard-Kerr Transport
- Ampol
- Rapid.

A survey to understand the nature of these Eastern Parade Businesses (excluding Ampol), their access requirements, vehicle types used, hours of operation and volumes of vehicles accessing their business site was undertaken in February 2024 to gain insight into the existing access arrangements and conditions for the purpose of this Access Assessment. Responses to the survey are summarised in Section 2.

A public weighbridge is located within the site. The estimated traffic generation for the public weighbridge and Ampol is unknown.

At the date of this assessment, no further stakeholder consultation was undertaken regarding the Lot 501 proposal.

1.6.SURROUNDING ROAD NETWORK

The primary arterial roads relevant for access to Gillman Lot 501 are Eastern Parade, Hanson Road and PREXY, the characteristics of which are summarised in Table 1-1. All roads listed are under the jurisdiction of the Department for Infrastructure and Transport (State maintained roads).

Table 1-1 Surrounding Road Network

ROAD NAME	NO. OF LANES (TWO-WAY)	POSTED SPEED	MEDIAN DIVIDED	ROAD HEIRARCHY CLASSIFICATI ON	AADT* % CV
Port River Expressway (PREXY)	6 lanes to the east of Hanson Road, 4 lanes to the west of Hanson Road Entry/Exit lanes differ	90km/h on expressway 60 km/h on entry/exit lanes	Yes	Motorway Major Traffic Route Freight Route	At Hanson Road: 35,200 13.5% At Eastern Parade: 34,000 12.5%
Hanson Road	2 lanes (unmarked) to the north of PREXY	50 km/h (unposted) to the north of PREXY	No (to the north of PREXY)	Major Traffic Route and Freight Route to the south of PREXY	North of PREXY: 2,500 80%
Eastern Parade	4 lanes	60 km/h	No	Freight Route	North of PREXY: 3,600 39%

*Traffic Volume Estimates accessed from LocationSA November 2023

2. EXISTING CONDITIONS

This section summarises existing conditions at the access points for the proposed Lot 501 Gillman SRF development and the current usage by Eastern Parade Businesses.

2.1.ACCESS ARRANGEMENTS

Existing access arrangements for each are described below.

2.1.1. EASTERN PARADE

At Eastern Parade, access is shared with Eastern Parade Businesses, with existing ingress and egress separated by 120m as shown in Figure 2-1, with right in / left in and right out / left out provided at each connection point respectively. These separated ingress and egress points create a one-way internal clockwise circulation road.



Figure 2-1 Existing Site Movement Pattern via Eastern Parade (Basemap source: LocationSA)

Figure 2-2 shows a representation of the existing ingress and egress pattern for individual Eastern Parade Businesses.



Figure 2-2 Existing Eastern Parade Business Access Arrangement (Basemap source: LocationSA)

2.1.2. HANSON ROAD

Hanson Road north is established and utilised by large heavy vehicles to access the waste and recycling centres on the eastern side of Hanson Road. Hanson Road north is partly sealed with no line marking. There is currently no shared access with other businesses, and existing access is informal.

2.2. VEHICLE TYPES AND VOLUMES

This section summarises the existing vehicle types and volumes using the proposed Gillman Lot 501 access points.

2.2.1. EASTERN PARADE

Eastern Parade Businesses provided information regarding the vehicle types and volumes accessing their respective sites within the survey described in Section 1.5. Table 2-1 summarises the responses regarding the vehicle types and volumes accessing Business sites per day.

Table 2-1 Existing Eastern Parade Business Vehicle Access Hours and Volumes

BUSINESS NAME	HOWARD-KERR TRANSPORT	RAPID	RIVET	AUTONEXUS
Operating hours	03:00 – 16:00 Monday to Friday	05:00 – 17:00 Monday to Saturday	24/7	06:00 – 16:00 Monday to Friday
Daily volumes by vehicle type	Light vehicle: 40 Semi-trailer: 50 B-Double: 25 B-Triple / road train: 25	Light vehicle: 5 Rigid truck: 10 Semi-trailer: 10 B-Double: 10 B-Triple / road train: 10	Light vehicle: 10 Semi-trailer: 15 B-Double: 10 B-Triple / road train: 10 A-B Triple: 2	Light vehicle: 15 Rigid truck: 10 Semi-trailer: 20 B-Double: 10 B-Triple / road train: 1
Peak movement times	Early morning - < 07:00 and morning peak, 7:00 – 10:00	Mainly in the morning, but can be busy all day	Morning peak, 7:00 – 10:00	All Day

Table 2-2 summarises the total volume per vehicle type accessing the Eastern Parade precinct.

Table 2-2 Existing Eastern Parade Business Total Vehicle Types and Volumes

VEHICLE TYPE	HOWARD-KERR TRANSPORT	RAPID	RIVET ENERGY	AUTONEXUS	TOTAL
Light Vehicle	40	5	10	15	70
Semi-Trailer	50	10	15	20	95
Rigid Truck		10		10	20
B-double	25	10	10	10	55
B-Triple/Road Train	25	10	10	1	46
A-B Triple			2		2
Total	140	45	47	56	288

A total of 288 vehicles associated with the Eastern Parade Businesses access the site area daily. 70 are light vehicles and 218 are large heavy vehicles.

A peak hour volume was estimated using information provided by Eastern Parade Businesses as seen above in Table 2-1 and Table 2-2. An assumption of 40% of vehicles arriving within a 3-hour peak demand period with current available volumes (no anticipated growth) were used in calculations to determine a single peak hour demand as seen below in Table 2-3.

Table 2-3 Eastern Parade Businesses Peak Hour Demand

		HOWARD-KERR TRANSPORT	RAPID	RIVET ENERGY	AUTONEXUS	SUB TOTAL	TOTAL
Light Vehicle	Light Vehicle	5	1	1	2	9	9
Heavy Vehicle	Semi-Trailer	7	1	2	3	13	15
	Rigid Truck	0	1	0	1	2	
Large Heavy Vehicle	B-Double	3	1	1	1	6	11
	B-Triple/Road Train	3	1	1	0	5	
	A-B Triple	0	0	0	0	0	
TOTAL		18	5	5	7	35	35

2.2.2. HANSON ROAD

There is currently no consistent vehicle use at the proposed Hanson Road north access point.

2.3. PEDESTRIAN / ACTIVE TRANSPORT / PUBLIC TRANSPORT

There is currently no dedicated pedestrian access to the site. A boundary fence along the perimeter of the site, including along the SUP, prevents unauthorized entry. There are no paved footpaths along Eastern Parade. There is no formal pedestrian infrastructure within the Eastern Parade precinct.

The Port River Bikeway (from Port Adelaide to Northern Connector) is a Shared User Path (SUP) which runs along the southern boundary of the site to the north of the PREXY. It includes a signalised crossing across the PREXY and Eastern Parade at the Eastern Parade / Francis Street / PREXY intersection.

No Adelaide Metro public transport services are located around the boundaries of the site or undertake movements at the intersections adjacent to the site. The nearest bus stop is 1.0km walk from the site access point (Stop 36 Bedford Street or Stop 35A Eastern Parade).

3. PROPOSED DEVELOPMENT ACCESS

This section documents the Gillman Lot 501 proposed development access and amendments to existing traffic patterns and volumes. The Lot 501 development is proposed to be accessed via both Hanson Road and Eastern Parade. Under circumstances where either access point is impeded or unavailable, the SRF is to be capable of operating by either single access (both ingress and egress).

The Eastern Parade access for spoil haulage vehicles is to be via left in / left out only due to proximity to the Eastern Parade / PREXY intersection. Spoil haulage access via Hanson Road is proposed to have all movements permitted, however development related traffic is expected to be left in / right out.

The Department will upgrade both access roads as part of early works to support the SRF, while also ensuring existing access arrangements for neighbouring properties are retained and safe interfaces with the Port River Bikeway on Hanson Road.

The proposed Lot 501 development is shown in Figure 3-1.



Figure 3-1 Access to Lot 501 and 502

3.1.VEHICLE TYPES AND VOLUMES

Vehicle types and volumes associated with the Lot 501 development and changes to arrangements for Eastern Parade Businesses are summarised within the following sections.

3.1.1. PROJECT GENERATED TRAFFIC

The proposed Gillman Lot 501 development traffic will consist of spoil trucks containing surface excavation and TBM spoil, staff vehicles and deliveries (fuel, cement, other necessary goods). A summary of project generated traffic is provided in Table 3-1.

Table 3-1 Project Generated Traffic

VEHICLE PURPOSE	VEHICLE TYPE	GENERATED TRIPS PER DAY (ONE-WAY)	ESTIMATED PEAK HOUR TRIPS
Spoil Haulage	23m Rigid Truck and Dog	544 (Maximum) 280 (Average)	33 (Maximum) 17 (Average)
Staff Trips - On-site staff over two shifts	Light Vehicles	30	12
Fuel Delivery – fuel for on-site vehicles and machinery	19m Semi-Trailer	1	-
Miscellaneous deliveries	8.8m Heavy Vehicles	4	-

The maximum quantity of spoil trucks is estimated to occur within Q1 of 2028 at 33 per hour based on a 12-hour surface excavation shift per day and 24-hour TBM shift (17 per hour if using a 24-hour excavation schedule). The potential for this scenario hinges on the simultaneous occurrence of TBM excavations and multiple surrounding surface excavation areas. However, the actual truck counts can only be determined upon completion of a final construction schedule and availability of fleet and personnel.

Within the above figures, an expected 12 trucks per hour will be due to TBM spoil haulage vehicles.

The expected rates at which spoil vehicles will be accessing the SRF can be found below in Table 3-2.

Table 3-2 Spoil Trucks Access to SRF Frequency

PEAK HOUR TRIPS	FREQUENCY OF ACCESS (RECURRING/APPROXIMATE)
Maximum (33 per hour)	2-minute intervals (during 12-hour daytime shift)
Average (17 per hour)	3-minute intervals (during 12-hour daytime shift)
Night (TBM Only – 12 per hour)	5-minute intervals

Fuel and miscellaneous deliveries may be limited to occur only out of peak hour. Staff trips are estimated at 30 per day for Gillman Lot 501 and 502 combined. One hundred percent of staff are expected to arrive through Eastern Parade for the purpose of this assessment and 80% are estimated to access during peak hour across 2 shifts.

Surrounding Road Network

For egress of the site, queues for spoil haulage vehicles turning left out of the Lot 501 Access Driveway or Hanson Road access are to be contained within the site boundary. The low AADT of Eastern Parade and Hanson Road at the Gilman SRF access locations suggests delays incurred waiting for a safe gap to undertake the left out or right in movement will not be significant.

The impact of project generated traffic at signalised intersections on the surrounding road network was undertaken in a previous assessment. SIDRA Intersection traffic modelling for AM and PM peak hours indicated that for Project Case Scenarios:

- At the intersection of Hanson Road / PREXY: Additional vehicles associated with spoil haulage (turning right onto Hanson Road north to ingress and left from Hanson Road north to egress) do not result in any queue overflow on the intersection and do not result in any significant impact to the intersection's performance.
- At the intersection of PREXY / Perkins Drive / Francis Street: For additional vehicles associated with spoil haulage (turning right onto Perkins Drive to ingress), modelling indicated that the existing right turn short lane was insufficient to contain project generated traffic at the peak spoil haulage rate during the intersection peak hours. The Department is to consider whether intersection upgrades are required given alternative access to the SRF is via Hanson Road.
- At the intersection of Eastern Parade / Grand Trunkway / Perkins Drive: For additional vehicles associated with spoil haulage (turning right onto Eastern Parade), modelling indicated that the existing right turn short lane was insufficient to contain project generated traffic at the peak spoil haulage rate during the intersection peak hours. The Department is to consider whether intersection upgrades are required given alternative access to the SRF is via Hanson Road.
- At the intersection of Eastern Parade / PREXY: Additional vehicles associated with spoil haulage (turning left onto PREXY to egress) do not result in any queue overflow on the intersection and do not result in any significant impact to the intersection's performance.

Any permits and/or adjustments to the Department's RAVnet to accommodate the spoil haulage vehicles will be managed by the Department.

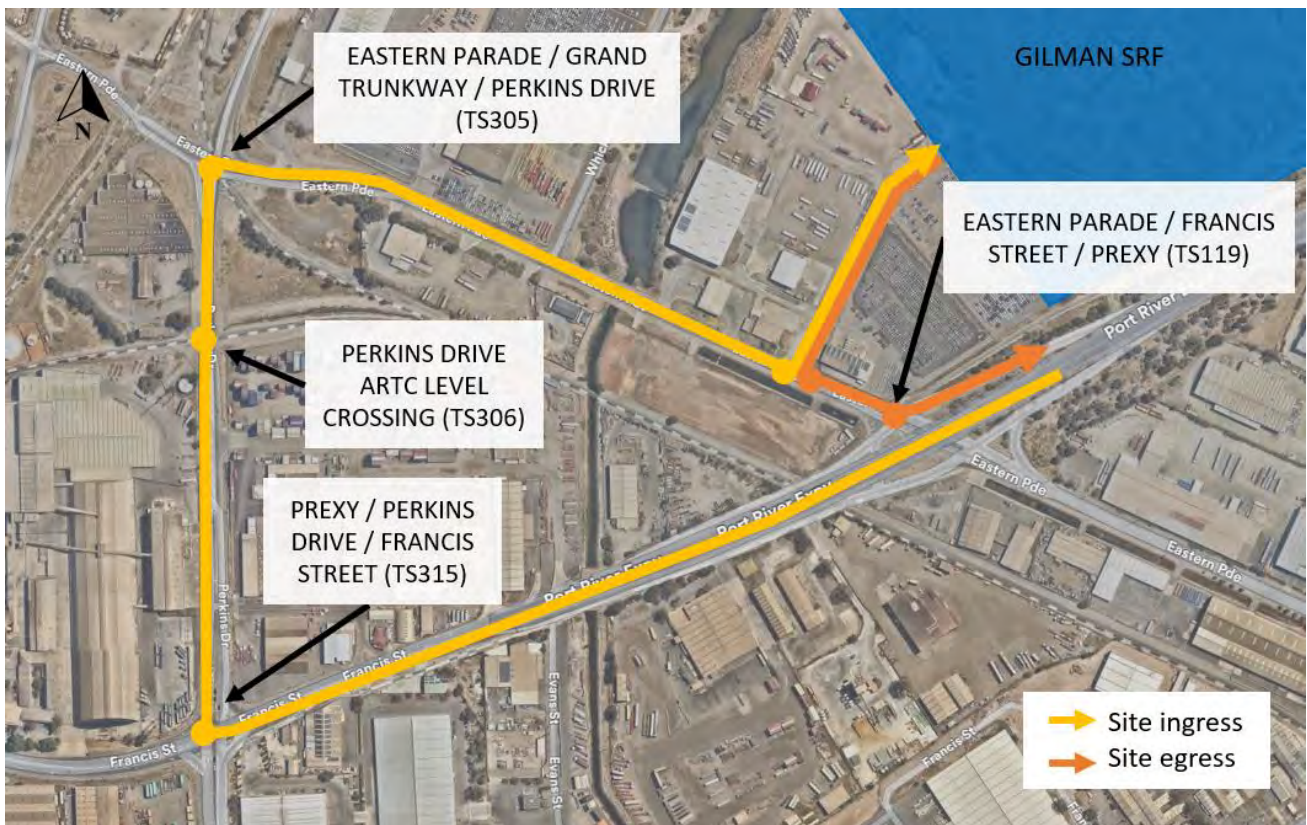


Figure 3-2 Spoil Haulage Route from Port River Expressway

3.2. EASTERN PARADE LOT 501 ACCESS DRIVEWAY

The proposed Lot 501 Access Driveway is proposed to connect Eastern Parade to Gillman Lot 501. The Lot 501 Access Driveway is to be located within the existing Lot 501 boundary. The Lot 501 Access Driveway is approximately 270 meters in length and will incorporate five (5) access points for use by Eastern Parade Businesses. Indicative drawings to be found in Appendix A.

3.2.1. OPERATION

The following sections discuss the proposed Lot 501 Access Driveway's use by project related vehicles and Eastern Parade Businesses.

Spoil Haulage Vehicle Access



Figure 3-3 Eastern Parade Access proposed alignment and project vehicle path

A turn path analysis with corresponding design vehicle types for respective Eastern Parade Business and Gillman SRF use can be found in Appendix B.

Eastern Parade Businesses Access

The Eastern Parade access as discussed above will be available for existing business usage within the planned traffic flow pattern. Eastern Parade proposed access is shown in Figure 3-4.

The below considerations have been made in Table 3-3 and cross referenced in Figure 3-4.

Table 3-3 Lot 501 Access Driveway Considerations and Amendments

LOT 501 ACCESS DRIVEWAY CONSIDERATIONS AND AMENDMENTS		REFERENCE ON FIGURE 3-4
	Existing Howard Kerr Transport egress to be closed. Proposed egress along southeast boundary.	1
	Lot 501 Access Driveway to be widened at turn to allow for vehicle movements egressing Howard Kerr Transport and internal circular road.	2
	Existing internal circular route to remain and egress to Lot 501 Access Driveway to be formalized for use by existing Eastern Parade Businesses.	3
	Existing Rivet Energy egress to be closed. Proposed Rivet access along Lot 501 Access Driveway to remove movement from proposed give-way arrangement.	4
	Existing AutoNexus access alignment to be maintained and utilized as an ingress and egress.	5
	For Eastern Parade Businesses a right and left in will be allowed at existing entrance point to the west of Ampol Foodary. To maintain existing arrangement, the Lot 501 Access Driveway exit will allow for right and left turns out onto Eastern Parade for Eastern Parade Businesses. Left in/left out at the Lot 501 Access Driveway will be used for Project Related vehicles accessing Lot 501.	6
	Give way marking and signage to be installed at the junction of the weighbridge/circular route, Lot 501 Access Driveway and AutoNexus access. Widened egress from weighbridge/circular route to accommodate Lot 501 Access Driveway to have right of way.	7

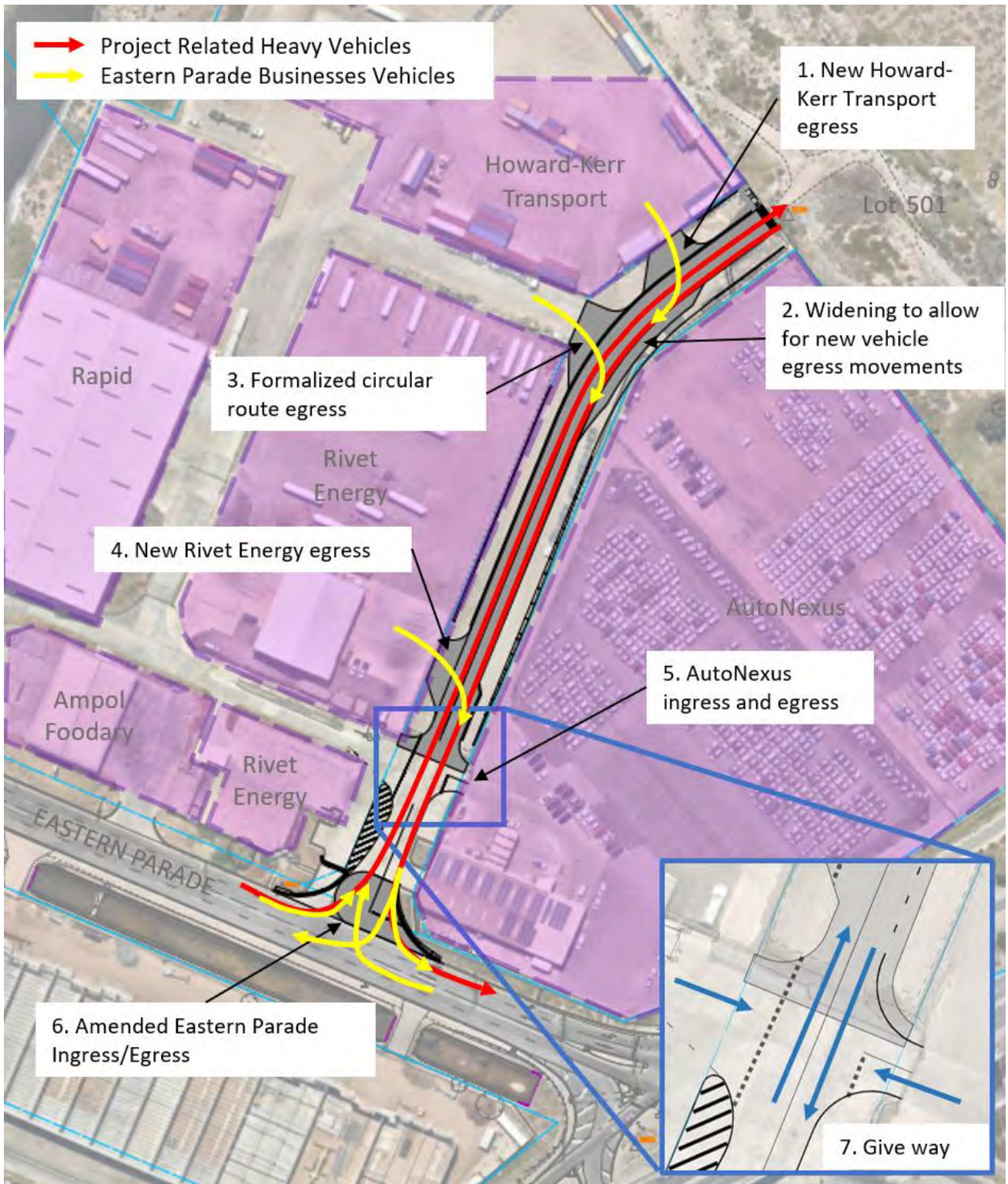


Figure 3-4 Lot 501 Access Driveway layout

3.2.1. OVERALL TRAFFIC VOLUMES

The maximum estimated total daily volumes for the Gillman SRF at the peak of construction, based on estimates of peak concurrent surface excavations and TBM spoil movements, is outlined in **Error! Reference source not found..** Given the ability for either of the Eastern Parade or Hanson Road access to accommodate traffic movements, an assessment has been done on the assumption that 100% of movements will be via Eastern Parade and considered movements from existing businesses as a worst-case scenario.

Table 3-4 Total Daily Volumes

VEHICLE TYPE	VEHICLE PURPOSE	PROJECT GENERATED TRIPS (ONE-WAY)	EXISTING BUSINESS TRIPS (ONE WAY)	TOTAL TRIPS (ONE WAY)
Heavy Vehicles	Spoil Haulage, fuel, deliveries/ large and heavy large vehicle, etc	544 (Maximum) 280 (Average)	218 (Average)	762 (Maximum) 498 (Average)
Light Vehicles	Staff Vehicles	30	70 (Average)	100

544 is the maximum number of trips generated based on estimates of peak concurrent surface excavations and TBM excavations stated within program. An average of 280 spoil trucks per day has been calculated.

A total peak hour demand volume using the Eastern Parade Access can be found in **Error! Reference source not found..**

Table 3-5 Total Peak Hourly Volumes

VEHICLE TYPE	VEHICLE PURPOSE	PROJECT GENERATED TRIPS (ONE-WAY)	EXISTING BUSINESS TRIPS (ONE WAY)	TOTAL TRIPS (ONE WAY)
Heavy Vehicles	Spoil Haulage, fuel, deliveries/ large and heavy large vehicle, etc	33 (Maximum) 17 (Average)	26	59 (Maximum) 43 (Average)
Light Vehicles	Staff Vehicles	12	9	21

3.3. HANSON ROAD

The proposed development will upgrade and extend the existing sealed surface of Hanson Road north to connect with the internal spoil haulage link road within the Gillman SRF site. These proposed works, which are not development and part of the development application for the SRF, include line marking the existing unmarked road and formalising access to the existing waste and recycling centre via:

- A right turn short lane of approximately 210m on Hanson Road for right turn movements in
- A low angle left turn merge lane of approximately 160m for left turns out

Access to other sites is to be paved up to the respective property boundary where there is no existing sealed access.

The proposed Hanson Road north upgrades are shown in Figure 3-5.



Figure 3-5 Lot 502 access via Hanson Road

3.4. PEDESTRIAN / ACTIVE TRANSPORT / PUBLIC TRANSPORT

There is no anticipated increase in pedestrian volumes or impact on active and public transport routes associated with the proposed Lot 501 development. No additional pedestrian infrastructure has been proposed at this stage of design.

Access to the Gillman SRF via Hanson Road intersects the Port River Bikeway via an unsignalised crossing just to the north of the PREXY interchange. At this location, the road has a notable grade which provides additional sight distance, but increases the required vehicle stopping distance. A sight distance check and mitigation measures such as warning signage and further protection for shared use path users are to be considered by the Department.

4. SUMMARY

The proposed Gillman Lot 501 development comprises a SRF facility to receive, treat and beneficially re-use spoil that will be excavated during construction of the NSC T2D Project. At the peak of operation for Gillman Lot 501, 33 spoil haulage round trips per hour are expected to access the proposed facility using 23m Truck and Dogs. Additionally, other vehicles will be required to support the treatment of spoil and operation of the facility such as fuel trucks and staff light vehicles.

An Access Assessment was undertaken to document the impacts of the proposed Gillman SRF on existing conditions. The proposed Gillman SRF is proposed to operate via two access locations on Eastern Parade and Hanson Road. Each access is proposed to be capable of acting as the primary access for both ingress and egress. This is via left in / right out at the Hanson Road access and left in / left out only at the Eastern Parade access.

The respective access points are proposed to have the following impacts on existing conditions:

- Eastern Parade:
 - The existing shared access with Eastern Parade Businesses is proposed to be developed to provide a Lot 501 Access Driveway. This Driveway is proposed to be used by Gillman SRF vehicles and existing local businesses and vehicle turn paths were developed accordingly. The peak hour volumes for Eastern Parade Businesses and Gillman SRF vehicles are summarised in Table 4-1.

Table 4-1 Peak Hour Existing Eastern Parade Business and Project Related Vehicles

TRAFFIC TYPE		LIGHT VEHICLE	HEAVY VEHICLE	TOTAL VEHICLES
Eastern Parade Business Traffic	Howard Kerr Transport	5	13	19
	Rapid	1	4	5
	Rivet Energy	1	4	5
	AutoNexus	2	5	7
Project Related	Project Spoil	0	33	33
	Project Staff	12	0	12
TOTAL VEHICLES		21	59	81

- Hanson Road:
 - The proposed development will upgrade and extend the existing sealed surface of Hanson Road north to connect with the internal spoil haulage link road within the Gillman SRF site. These proposed works include line marking the existing unmarked road and formalising access to the existing waste and recycling centre. Access to other sites is to be paved up to the respective property boundary where there is no existing sealed access.

APPENDIX A – INDICATIVE DESIGN DRAWINGS

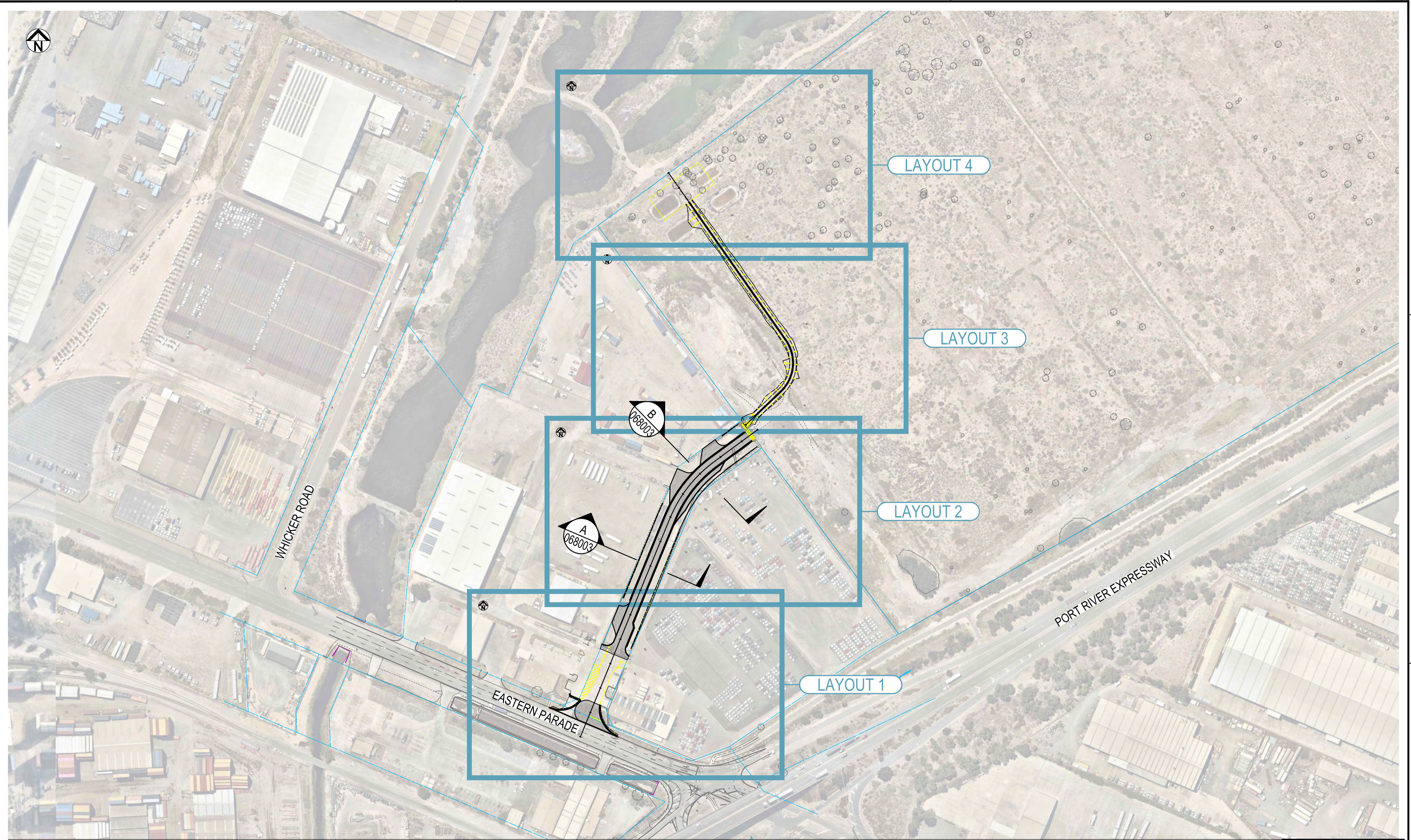


IMAGE: JANUARY 2023

PROJECT DOCUMENT REFERENCE
NSC-MMD-DRG-0000-00-068002

NOT FOR CONSTRUCTION

INDEX SHEET REFERENCE: SHEET

DESIGNED
QUALIFICATION DATE:
REVIEWER
QUALIFICATION DATE:
INDEPENDENT DESIGN CERTIFIER (IF REQUIRED)
QUALIFICATION DATE:



PROJECT No.: FILE No.:
DESIGN No.: SURVEY No.:
PROJECT START ROAD RUNNING DISTANCE:
PROJECT END ROAD RUNNING DISTANCE:
SCALES:
NOT TO SCALE

**GILLMAN SPOIL RECEIVAL FACILITY
EASTERN PARADE ACCESS ROAD**

OVERVIEW PLAN

B A	100% FINAL DESIGN ISSUE	MM	15/05/2024		
	ISSUED FOR 70% DESIGN			8/04/2024	
No.	AMENDMENT DESCRIPTION	BY	CHECK	ACCEPTANCE	DATE

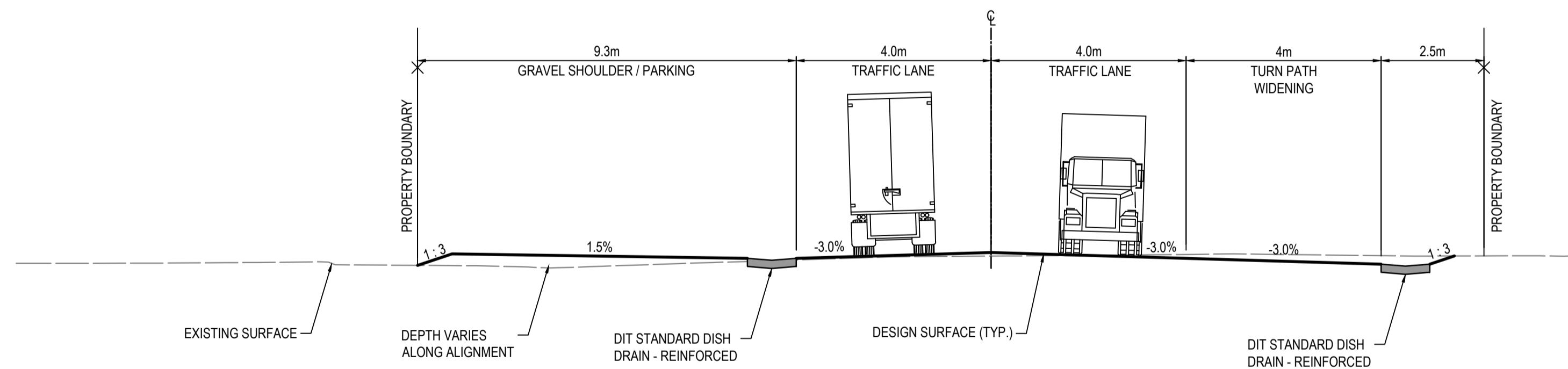
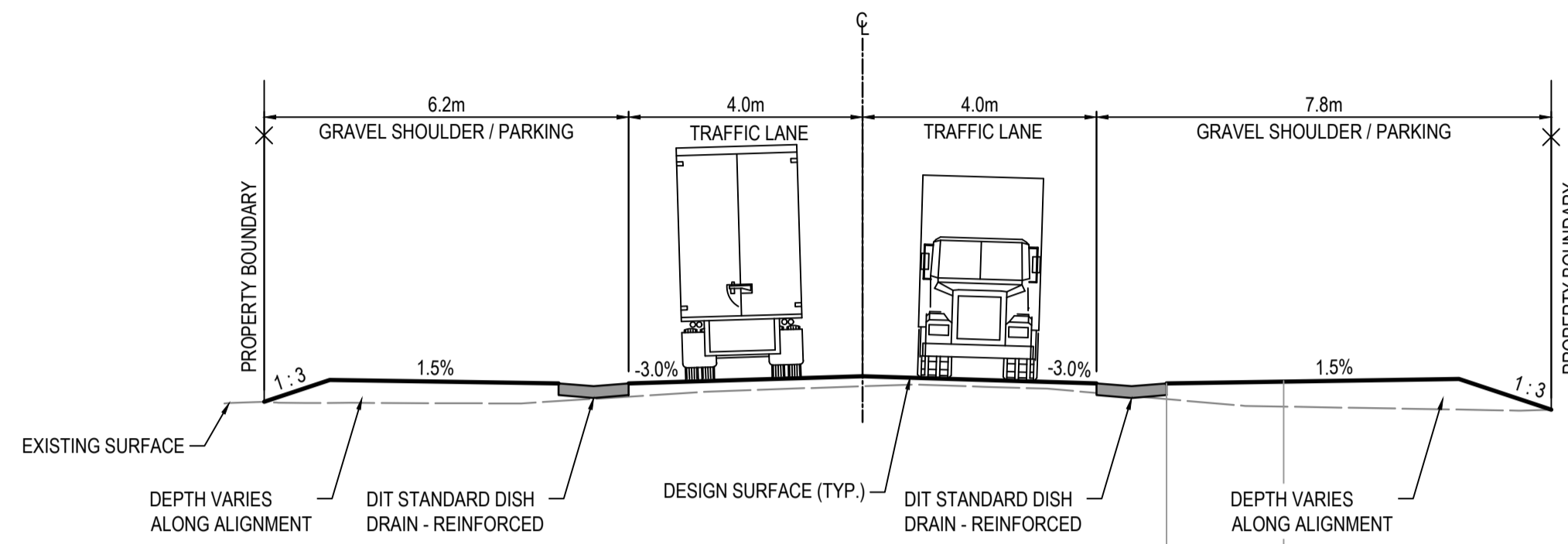
UNCONTROLLED COPY WHEN PRINTED

100 MILLIMETRES ON ORIGINAL DRAWING

ALL DIMENSIONS ARE IN METRES UNLESS SHOWN OTHERWISE

DESIGNED:	DRAFTED:	ACCEPTED FOR USE:	ACCEPTANCE FORM KNET No.:	DRAWING No.:	SHEET No.:	AMEND No.:
MM	MM	TITLE:	IN ACCORDANCE WITH DP013	SHEET LATITUDE	SHEET LONGITUDE	B

CAD FILE NAME: NSC-MMD-DRG-0000-00-068002.DWG



PROJECT DOCUMENT REFERENCE
NSC-MMD-DRG-0000-00-068003

NOT FOR CONSTRUCTION

INDEX SHEET REFERENCE: SHEET

DESIGNED
QUALIFICATION DATE:
REVIEWER
QUALIFICATION DATE:
INDEPENDENT DESIGN CERTIFIER (IF REQUIRED)
QUALIFICATION DATE:



PROJECT No.: FILE No.:
DESIGN No.: SURVEY No.:
PROJECT START ROAD RUNNING DISTANCE:
PROJECT END ROAD RUNNING DISTANCE:
SCALES:
NOT TO SCALE

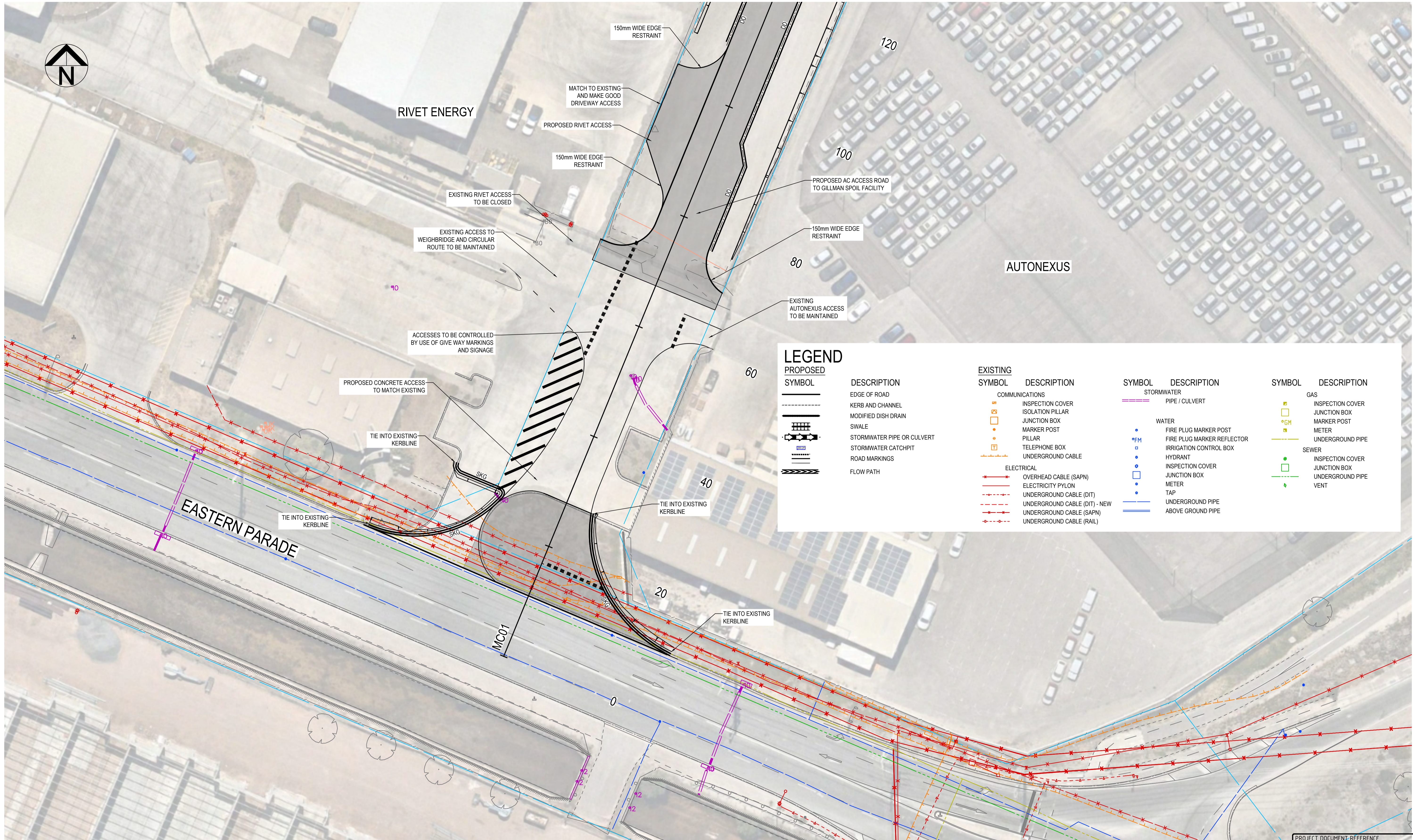
**GILLMAN SPOIL RECEIVAL FACILITY
EASTERN PARADE ACCESS ROAD**

TYPICAL CROSS SECTIONS

No.	AMENDMENT DESCRIPTION				BY	CHECK	ACCEPTANCE	DATE	UNCONTROLLED COPY WHEN PRINTED	100 MILLIMETRES ON ORIGINAL DRAWING	ALL DIMENSIONS ARE IN METRES UNLESS SHOWN OTHERWISE	DESIGNED:	DRAFTED:	ACCEPTED FOR USE:	ACCEPTANCE FORM KNET No.:	DRAWING No.:	SHEET No.:	AMEND No.:	
	B	100% FINAL DESIGN ISSUE										MM		15/05/2024					
A	ISSUED FOR 70% DESIGN				MM			8/04/2024											B

CAD FILE NAME: NSC-MMD-DRG-0000-00-068003.DWG

FOR CONTINUATION SEE DRG-068022

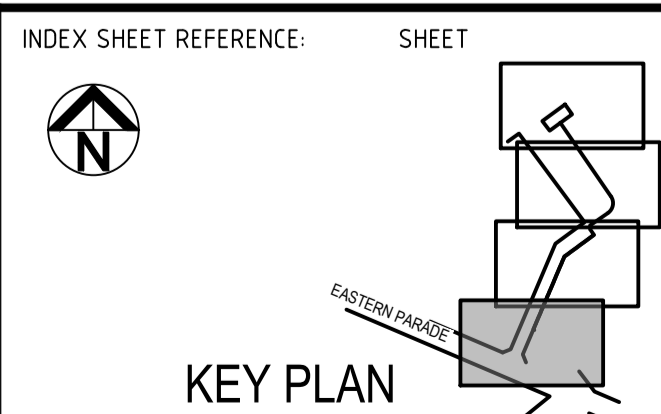


PROPOSED		EXISTING		STORMWATER		WATER		GAS	
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	EDGE OF ROAD		EDGE OF ROAD		PIPE / CULVERT		FIRE PLUG MARKER POST		INSPECTION COVER
	KERB AND CHANNEL		KERB AND CHANNEL		FIRE PLUG MARKER REFLECTOR		MARKER POST		JUNCTION BOX
	MODIFIED DISH DRAIN		UNDERGROUND CABLE		IRRIGATION CONTROL BOX		METER		UNDERGROUND PIPE
	SWALE		UNDERGROUND CABLE (DIT)		HYDRANT		INSPECTION COVER		SEWER
	STORMWATER PIPE OR CULVERT		UNDERGROUND CABLE (DIT) - NEW		INSPECTION COVER		JUNCTION BOX		UNDERGROUND PIPE
	STORMWATER CATCHPIT		UNDERGROUND CABLE (SAPN)		METER		UNDERGROUND PIPE		VENT
	ROAD MARKINGS		UNDERGROUND CABLE (SAPN)		TAP		ABOVE GROUND PIPE		
	FLOW PATH		UNDERGROUND CABLE (RAIL)		UNDERGROUND PIPE				

PROJECT DOCUMENT REFERENCE
NSC-MMD-DRG-0000-00-068001

NOT FOR CONSTRUCTION

B A	100% FINAL DESIGN ISSUE ISSUED FOR 70% DESIGN	MM MM	15/05/2024 8/04/2024
No.	AMENDMENT DESCRIPTION	BY	CHECK ACCEPTANCE DATE



DESIGNED	QUALIFICATION DATE:
REVIEWER	QUALIFICATION DATE:
INDEPENDENT DESIGN CERTIFIER (IF REQUIRED)	
QUALIFICATION DATE:	

Government of South Australia
Department for Infrastructure and Transport

PROJECT No.:	FILE No.:
DESIGN No.:	SURVEY No.:
PROJECT START ROAD RUNNING DISTANCE:	
PROJECT END ROAD RUNNING DISTANCE:	
SCALES: 6 0 3 6 9 12	

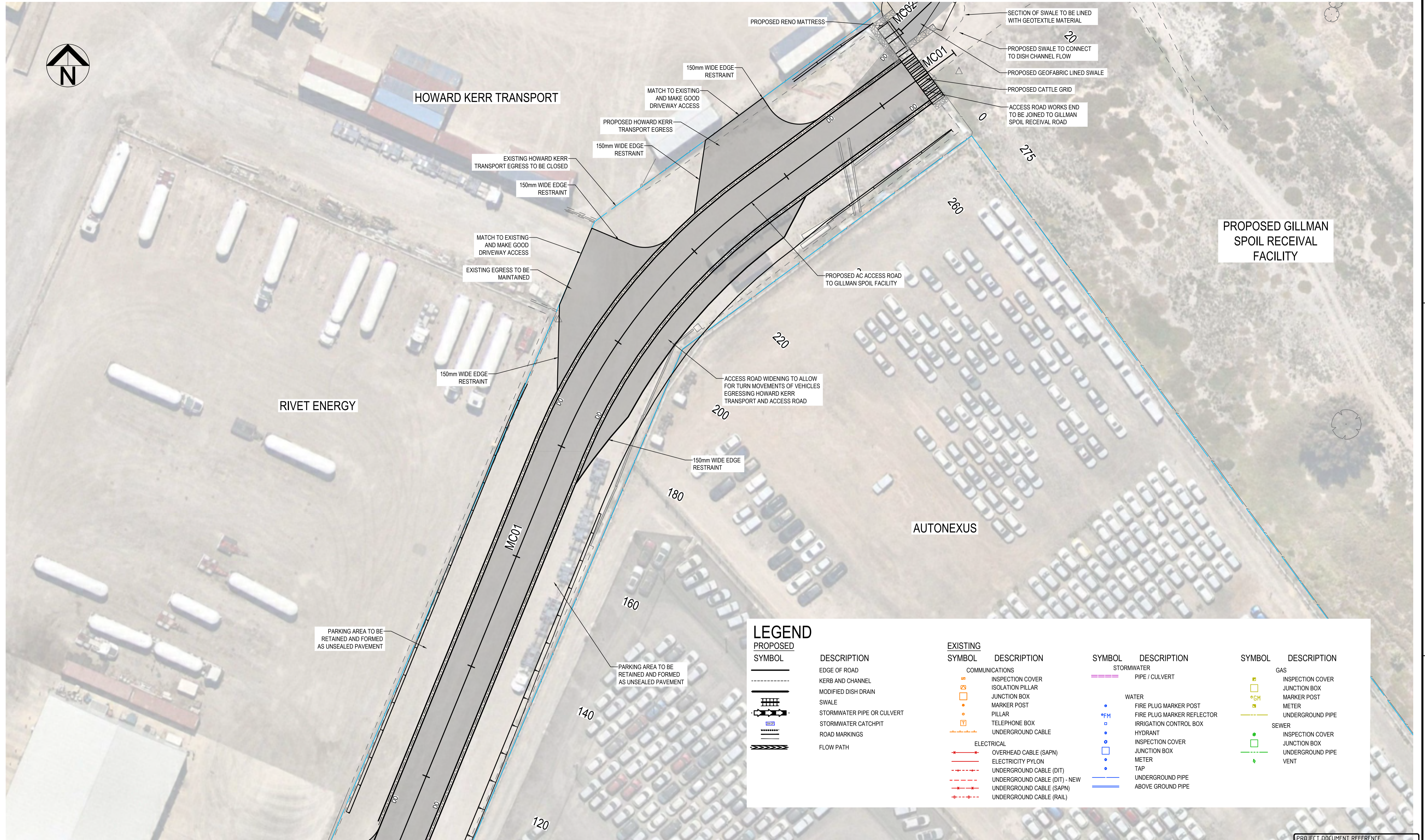
**GILLMAN SPOIL RECEIVAL FACILITY
EASTERN PARADE ACCESS ROAD**

INDEX SHEET

DESIGNED:	DRAFTED:	ACCEPTED FOR USE:	ACCEPTANCE FORM KNET No.:	DRAWING No.:	SHEET No.:	AMEND No.:
MM	MM	TITLE:				B
DATE:			IN ACCORDANCE WITH DP013 SHEET LATITUDE		SHEET LONGITUDE	

CAD FILE NAME: NSC-MMD-DRG-0000-00-068022.DWG

FOR CONTINUATION SEE DRG-06823



FOR CONTINUATION SEE DRG-06821

PROPOSED		EXISTING		STORMWATER		WATER		GAS		SEWER	
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
—	EDGE OF ROAD	—	COMMUNICATIONS	—	PIPE / CULVERT	●	FIRE PLUG MARKER POST	■	INSPECTION COVER	■	INSPECTION COVER
- - - -	KERB AND CHANNEL	□	INSPECTION COVER ISOLATION PILLAR	—		●	FIRE PLUG MARKER REFLECTOR	□	JUNCTION BOX	□	JUNCTION BOX
—	MODIFIED DISH DRAIN	□	JUNCTION BOX	—		●	IRRIGATION CONTROL BOX	○	MARKER POST	○	MARKER POST
—	SWALE	○	MARKER POST	—		●	HYDRANT	○	METER	○	METER
—	STORMWATER PIPE OR CULVERT	□	PILLAR	—		●	INSPECTION COVER	□	UNDERGROUND PIPE	□	UNDERGROUND PIPE
—	STORMWATER CATCHPIT	□	TELEPHONE BOX	—		●	JUNCTION BOX	□	UNDERGROUND PIPE	□	UNDERGROUND PIPE
—	ROAD MARKINGS	—	UNDERGROUND CABLE	—		●	METER	□	VENT	□	VENT
—	FLOW PATH	—	ELECTRICAL	—		●	TAP	□		□	
		—	OVERHEAD CABLE (SAPN)	—		●	UNDERGROUND PIPE ABOVE GROUND PIPE				
		—	ELECTRICITY PYLON								
		—	UNDERGROUND CABLE (DIT)								
		—	UNDERGROUND CABLE (DIT) - NEW								
		—	UNDERGROUND CABLE (SAPN)								
		—	UNDERGROUND CABLE (RAIL)								

PROJECT DOCUMENT REFERENCE
NSC-MMD-DRG-0000-00-068022

NOT FOR CONSTRUCTION

B A	100% FINAL DESIGN ISSUE ISSUED FOR 70% DESIGN	MM MM	15/05/2024 8/04/2024	INDEX SHEET REFERENCE: SHEET		DESIGNED	QUALIFICATION DATE:	REVIEWER	QUALIFICATION DATE:	INDEPENDENT DESIGN CERTIFIER (IF REQUIRED)	QUALIFICATION DATE:
	AMENDMENT DESCRIPTION	BY	CHECK	ACCEPTANCE		DATE	UNCONTROLLED COPY WHEN PRINTED	100 MILLIMETRES ON ORIGINAL DRAWING	ALL DIMENSIONS ARE IN METRES UNLESS SHOWN OTHERWISE		

DESIGNED: []
 QUALIFICATION DATE: []
 REVIEWER: []
 QUALIFICATION DATE: []
 INDEPENDENT DESIGN CERTIFIER (IF REQUIRED): []
 QUALIFICATION DATE: []

Government of South Australia
 Department for Infrastructure and Transport

PROJECT No.: [] FILE No.: []
 DESIGN No.: [] SURVEY No.: []
 PROJECT START ROAD RUNNING DISTANCE: []
 PROJECT END ROAD RUNNING DISTANCE: []

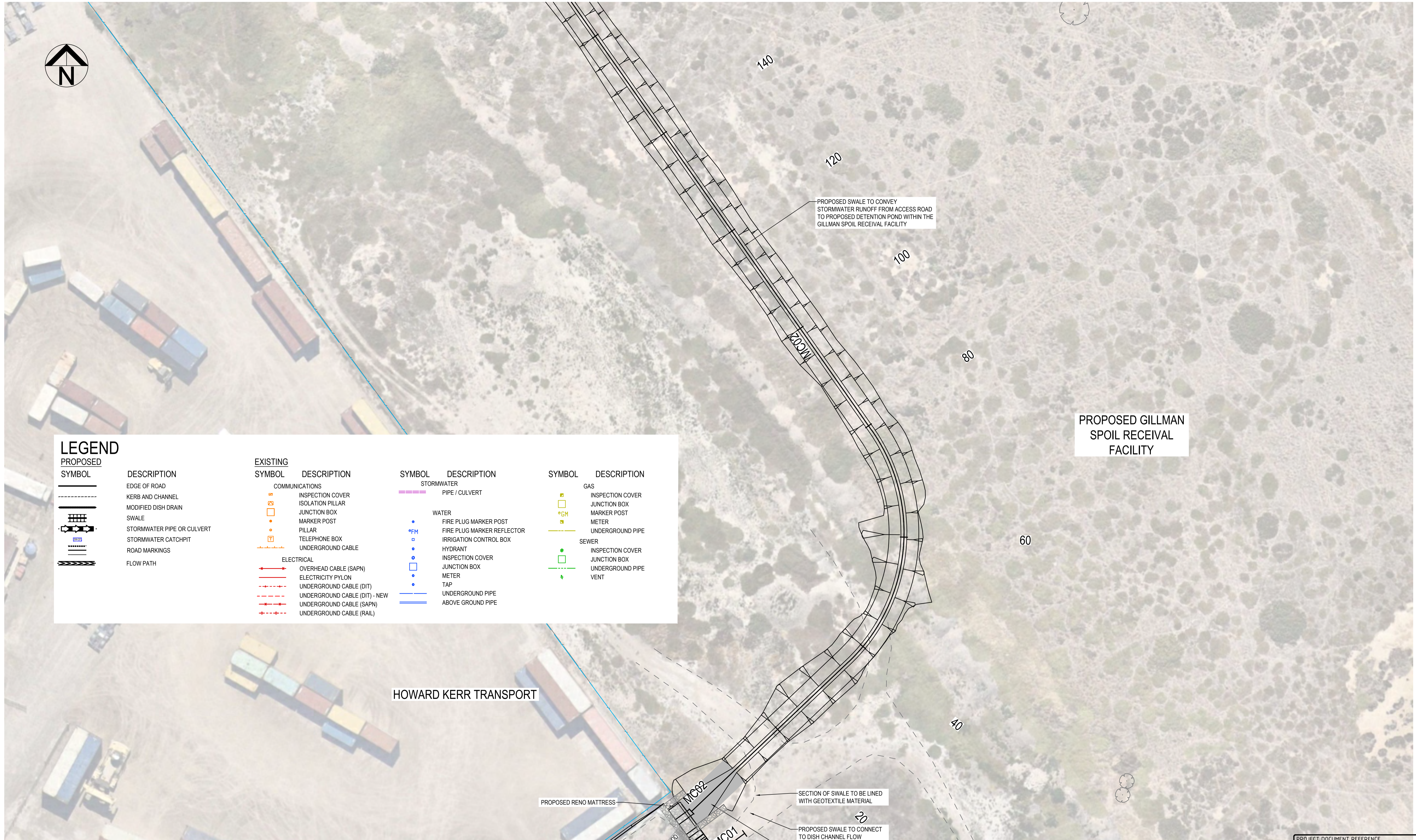
SCALES: 6 0 3 6 9 12

DESIGNED: [] DRAFTED: [] ACCEPTED FOR USE: []
 ACCEPTANCE FORM KNET No.: [] DRAWING No.: [] SHEET No.: [] AMEND No.: []
 TITLE: [] DATE: []

IN ACCORDANCE WITH DP013 SHEET LATITUDE [] SHEET LONGITUDE []

GILLMAN SPOIL RECEIVING FACILITY
 EASTERN PARADE ACCESS ROAD
 MC01 CH 120 TO CH 275
 GENERAL CONSTRUCTION

CAD FILE NAME: NSC-MMD-DRG-0000-00-068022.DWG



PROPOSED		EXISTING		STORMWATER		WATER		SEWER		GAS	
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
---	EDGE OF ROAD	---	COMMUNICATIONS	---	PIPE / CULVERT	•	FIRE PLUG MARKER POST	■	INSPECTION COVER	■	INSPECTION COVER
---	KERB AND CHANNEL	□	INSPECTION COVER	---	WATER	•	FIRE PLUG MARKER REFLECTOR	□	JUNCTION BOX	□	JUNCTION BOX
---	MODIFIED DISH DRAIN	□	ISOLATION PILLAR	---	HYDRANT	•	IRRIGATION CONTROL BOX	□	MARKER POST	□	MARKER POST
---	SWALE	□	JUNCTION BOX	---	INSPECTION COVER	•	HYDRANT	□	METER	□	METER
---	STORMWATER PIPE OR CULVERT	□	MARKER POST	---	UNDERGROUND PIPE	•	INSPECTION COVER	□	UNDERGROUND PIPE	□	UNDERGROUND PIPE
---	STORMWATER CATCHPIT	□	PILLAR	---	ABOVE GROUND PIPE	•	JUNCTION BOX	□	VENT	□	VENT
---	ROAD MARKINGS	□	TELEPHONE BOX	---	UNDERGROUND CABLE (SAPN)	•	METER	□			
---	FLOW PATH	□	UNDERGROUND CABLE	---	ELECTRICITY PYLON	•	TAP	□			
		---	OVERHEAD CABLE (SAPN)	---	UNDERGROUND CABLE (DIT)	•	UNDERGROUND PIPE	□			
		---	UNDERGROUND CABLE (DIT) - NEW	---	UNDERGROUND CABLE (SAPN)	•	UNDERGROUND PIPE	□			
		---	UNDERGROUND CABLE (SAPN)	---	UNDERGROUND CABLE (RAIL)	•	ABOVE GROUND PIPE	□			
		---	UNDERGROUND CABLE (RAIL)								

HOWARD KERR TRANSPORT

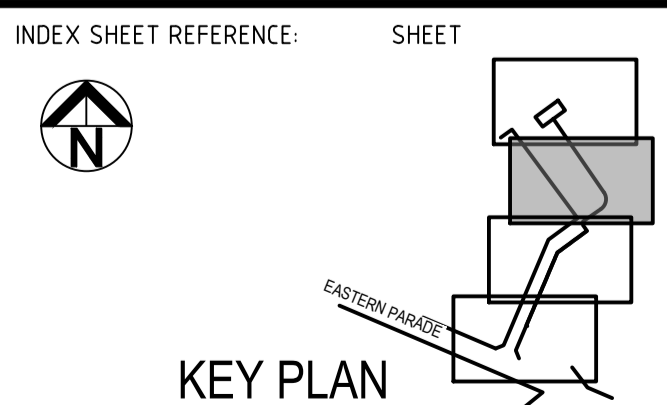
PROPOSED GILLMAN SPOIL RECEIVING FACILITY

PROPOSED RENO MATTRESS

SECTION OF SWALE TO BE LINED WITH GEOTEXTILE MATERIAL

PROPOSED SWALE TO CONNECT TO DISH CHANNEL FLOW

NOT FOR CONSTRUCTION



DESIGNED
QUALIFICATION DATE:
REVIEWER
QUALIFICATION DATE:
INDEPENDENT DESIGN CERTIFIER (IF REQUIRED)
QUALIFICATION DATE:

Government of South Australia
Department for Infrastructure and Transport

PROJECT No.: FILE No.:
DESIGN No.: SURVEY No.:
PROJECT START ROAD RUNNING DISTANCE:
PROJECT END ROAD RUNNING DISTANCE:
SCALES:
6 0 3 6 9 12

GILLMAN SPOIL RECEIVING FACILITY
EASTERN PARADE ACCESS ROAD
MC02: CH 0 TO CH 160
GENERAL CONSTRUCTION

B A	100% FINAL DESIGN ISSUE ISSUED FOR 70% DESIGN	MM MM	15/05/2024 8/04/2024	INDEX SHEET REFERENCE: SHEET	UNCONTROLLED COPY WHEN PRINTED	100 MILLIMETRES ON ORIGINAL DRAWING	ALL DIMENSIONS ARE IN METRES UNLESS SHOWN OTHERWISE	DESIGNED: MM	DRAFTED: MM	ACCEPTED FOR USE:	ACCEPTANCE FORM KNET No.:	DRAWING No.:	SHEET No.:	AMEND No.:
No.	AMENDMENT DESCRIPTION	BY	CHECK	ACCEPTANCE	DATE					TITLE: DATE:	IN ACCORDANCE WITH DP013	SHEET LATITUDE	SHEET LONGITUDE	B



LEGEND

PROPOSED

SYMBOL	DESCRIPTION
	EDGE OF ROAD
	KERB AND CHANNEL
	MODIFIED DISH DRAIN
	SWALE
	STORMWATER PIPE OR CULVERT
	STORMWATER CATCHPIT
	ROAD MARKINGS
	FLOW PATH

EXISTING

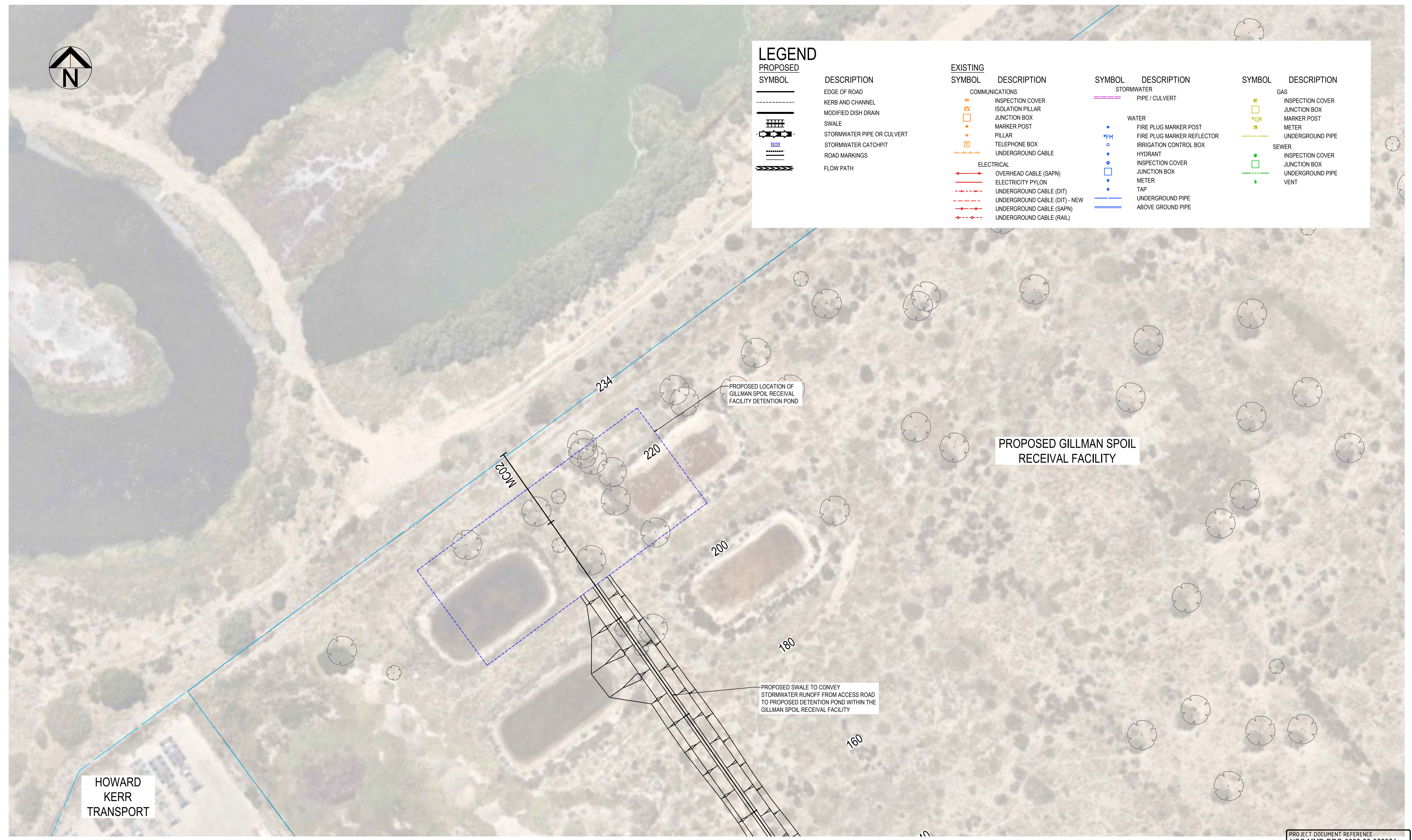
SYMBOL	DESCRIPTION
COMMUNICATIONS	
	INSPECTION COVER
	ISOLATION PILLAR
	JUNCTION BOX
	MARKER POST
	PILLAR
	TELEPHONE BOX
	UNDERGROUND CABLE
ELECTRICAL	
	OVERHEAD CABLE (SAPN)
	ELECTRICITY PYLON
	UNDERGROUND CABLE (DIT)
	UNDERGROUND CABLE (DIT) - NEW
	UNDERGROUND CABLE (SAPN)
	UNDERGROUND CABLE (RAIL)

SYMBOL DESCRIPTION

SYMBOL	DESCRIPTION
STORMWATER	
	PIPE / CULVERT
WATER	
	FIRE PLUG MARKER POST
	FIRE PLUG MARKER REFLECTOR
	IRRIGATION CONTROL BOX
	HYDRANT
	INSPECTION COVER
	JUNCTION BOX
	METER
	TAP
	UNDERGROUND PIPE
	ABOVE GROUND PIPE

SYMBOL DESCRIPTION

SYMBOL	DESCRIPTION
GAS	
	INSPECTION COVER
	JUNCTION BOX
	MARKER POST
	METER
	UNDERGROUND PIPE
SEWER	
	INSPECTION COVER
	JUNCTION BOX
	UNDERGROUND PIPE
	VENT

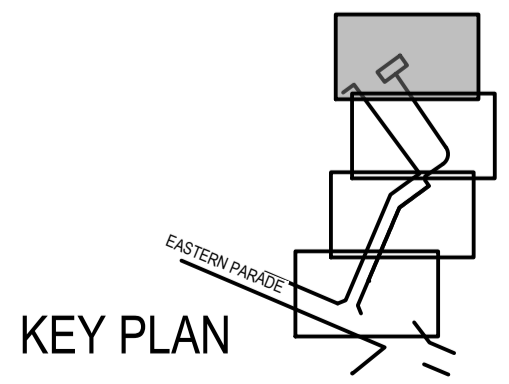


FOR CONTINUATION SEE DRG-06823

PROJECT DOCUMENT REFERENCE
NSC-MMD-DRG-0000-00-068024

NOT FOR CONSTRUCTION

INDEX SHEET REFERENCE: SHEET



KEY PLAN

DESIGNED	QUALIFICATION DATE:
REVIEWER	QUALIFICATION DATE:
INDEPENDENT DESIGN CERTIFIER (IF REQUIRED)	
QUALIFICATION DATE:	

Government of South Australia
Department for Infrastructure and Transport

PROJECT No.:	FILE No.:
DESIGN No.:	SURVEY No.:
PROJECT START ROAD RUNNING DISTANCE:	
PROJECT END ROAD RUNNING DISTANCE:	
SCALES:	

GILLMAN SPOIL RECEIVING FACILITY

EASTERN PARADE ACCESS ROAD

MC02: CH 160 TO CH 234

GENERAL CONSTRUCTION

B	100% FINAL DESIGN ISSUE	MM	15/05/2024
A	ISSUED FOR 70% DESIGN	MM	8/04/2024

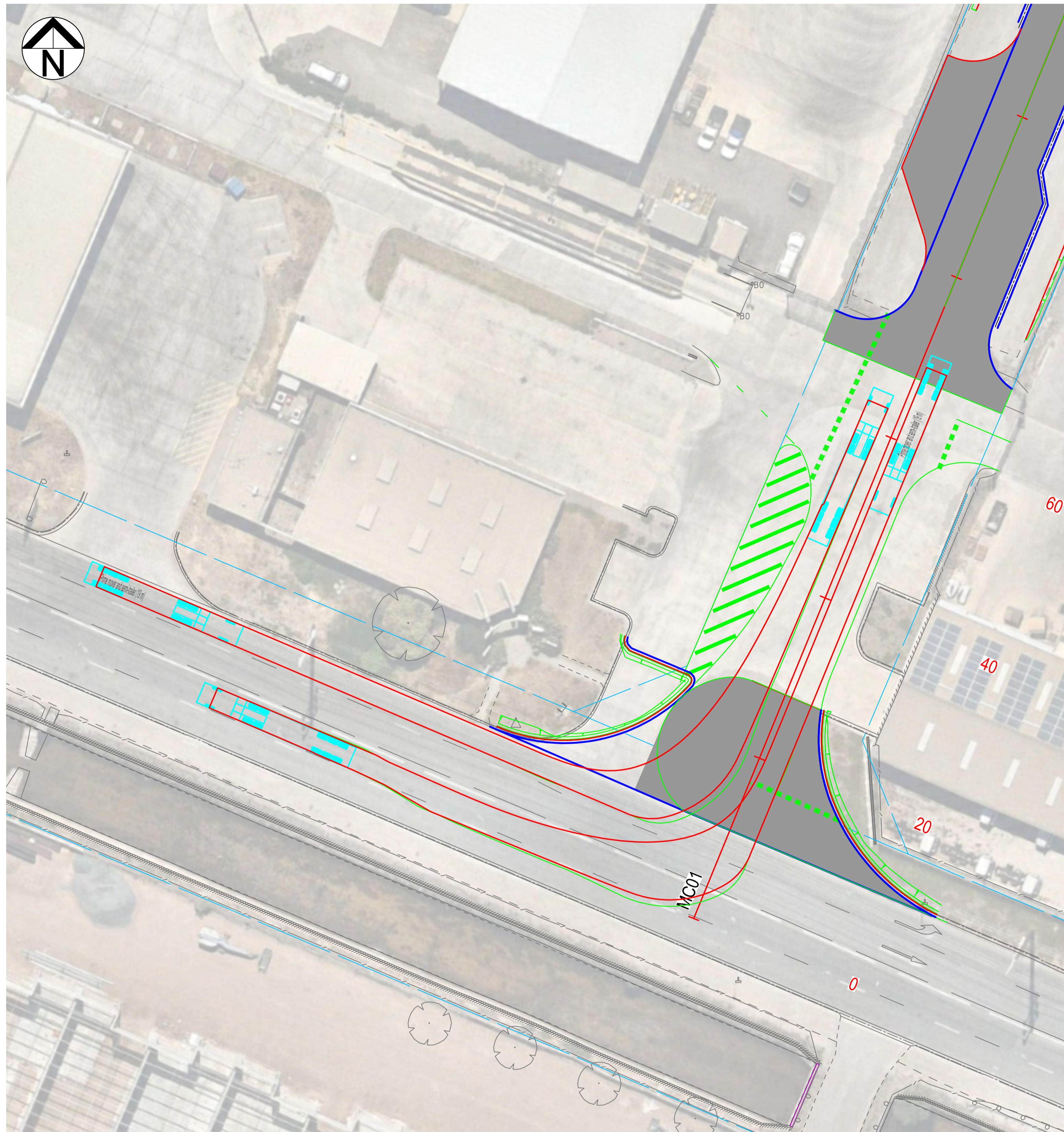
UNCONTROLLED COPY WHEN PRINTED	100 MILLIMETRES ON ORIGINAL DRAWING	ALL DIMENSIONS ARE IN METRES UNLESS SHOWN OTHERWISE
--------------------------------	-------------------------------------	---

DESIGNED:	DRAFTED:	ACCEPTED FOR USE:	ACCEPTANCE FORM KNET No.:	DRAWING No.:	SHEET No.:	AMEND No.:
						B

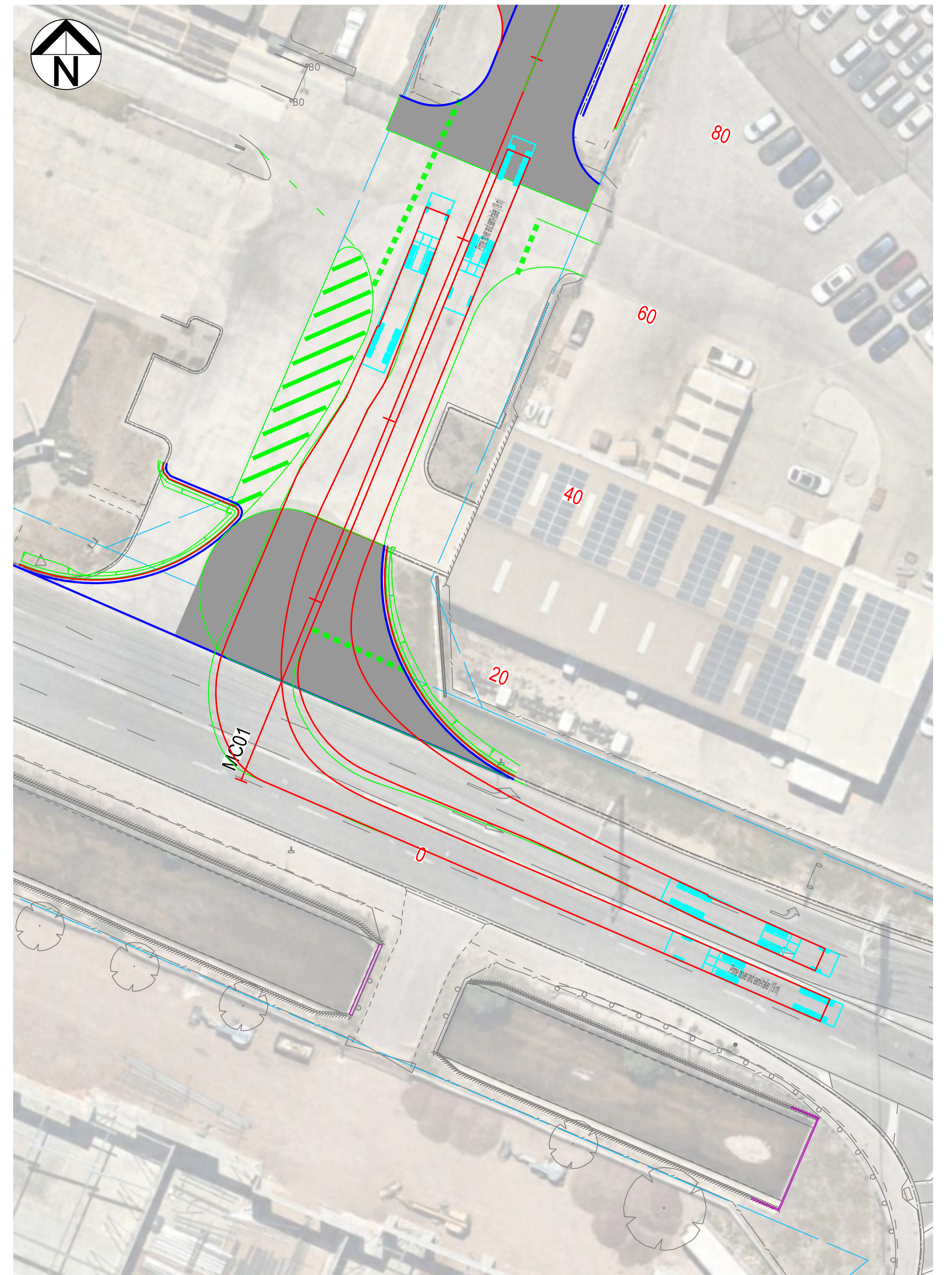
TITLE:	DATE:	IN ACCORDANCE WITH DP013	SHEET LATITUDE	SHEET LONGITUDE
--------	-------	--------------------------	----------------	-----------------

CAD FILE NAME: NSC-MMD-DRG-0000-00-068024.DWG

APPENDIX B – TURN PATH ANALYSIS



PRIME MOVER AND SEMI-TRAILER (19m) - DESIGN VEHICLE
LEFT TURN IN & RIGHT TURN OUT
SCALE 1:300



PRIME MOVER AND SEMI-TRAILER (19m) - DESIGN VEHICLE
RIGHT TURN IN & LEFT TURN OUT
SCALE 1:300

PROJECT DOCUMENT REFERENCE
NSC-MMD-SKT-0000-01-068010

A FOR INFORMATION		05/2024	
No.	AMENDMENT DESCRIPTION	BY	CHECK ACCEPTANCE DATE

INDEX SHEET REFERENCE:	SHEET
DESIGNED	
QUALIFICATION DATE:	
REVIEWER	
QUALIFICATION DATE:	
INDEPENDENT DESIGN CERTIFIER (IF REQUIRED)	
QUALIFICATION DATE:	

UNCONTROLLED COPY WHEN PRINTED
100 MILLIMETRES ON ORIGINAL DRAWING
ALL DIMENSIONS ARE IN METRES UNLESS SHOWN OTHERWISE

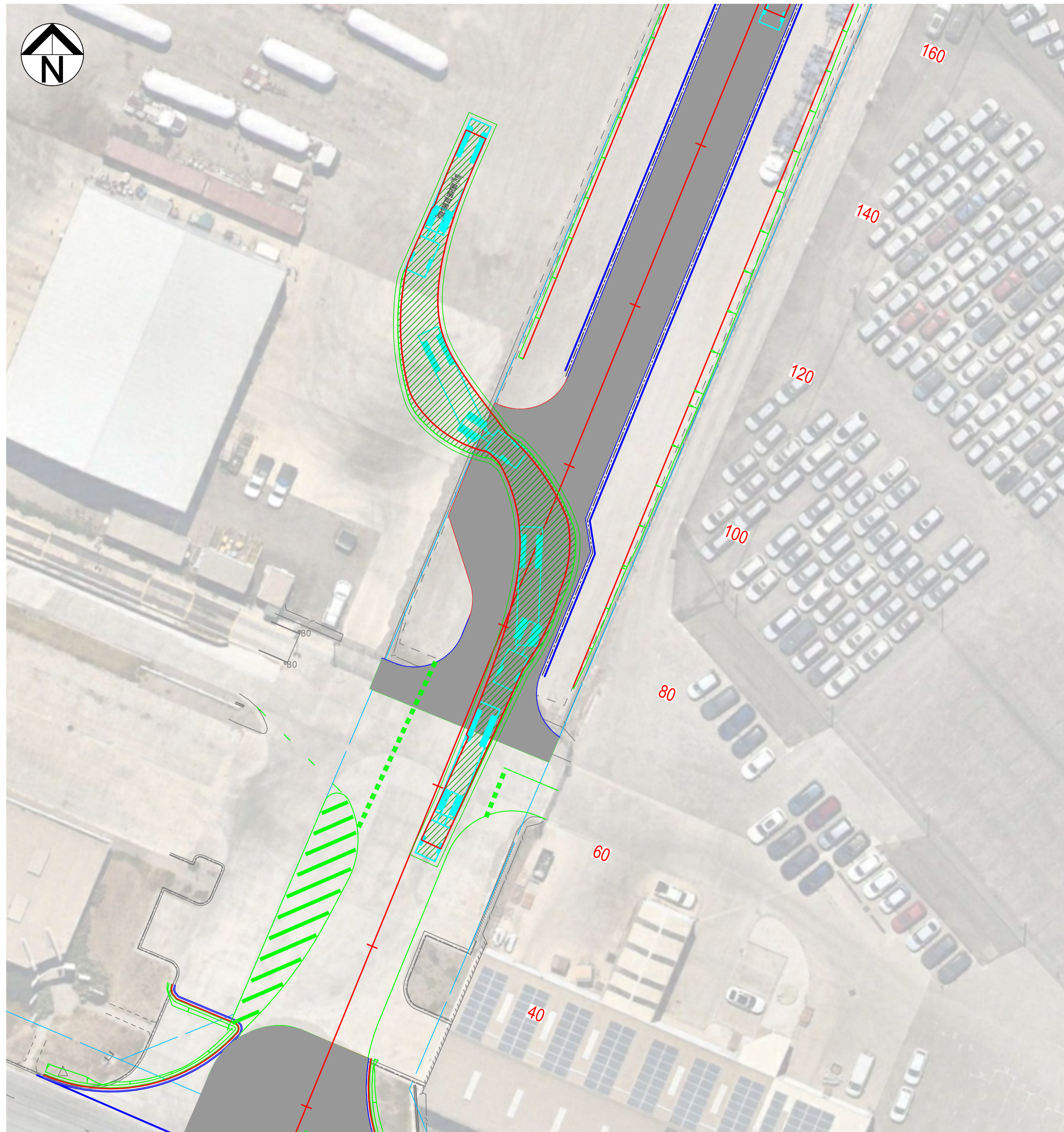
SOUTH AUSTRALIA
Government of South Australia
Department for Infrastructure and Transport

PROJECT No.:	FILE No.:
DESIGN No.:	SURVEY No.:
PROJECT START ROAD RUNNING DISTANCE:	
PROJECT END ROAD RUNNING DISTANCE:	
SCALES:	
6 0 3 6 9 12	

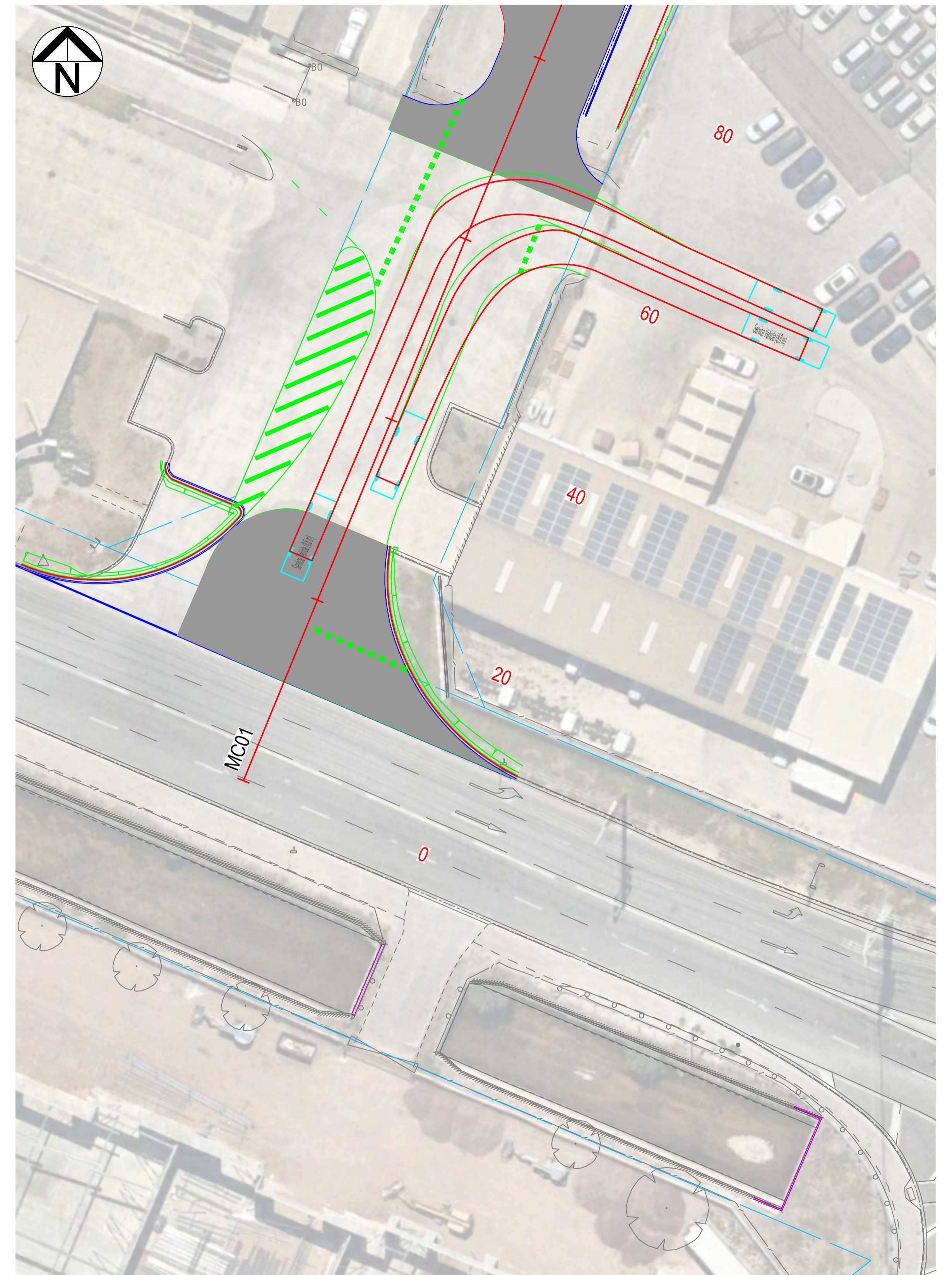
GILLMAN SPOIL FACILITY
EASTERN PARADE ACCESS ROAD
DESIGN VEHICLE - 19m SEMI TRAILER TRUCK - IN AND OUT
VEHICLE TRACKING

DESIGNED:	DRAFTED:	ACCEPTED FOR USE:	ACCEPTANCE FORM KNET No.:	DRAWING No.:	SHEET No.:	AMEND No.:
						A
TITLE:			IN ACCORDANCE WITH DP013 SHEET LATITUDE		SHEET LONGITUDE	

CAD FILE NAME: NSC-MMD-SKT-0000-01-068010.DWG



PRIME MOVER AND SEMI-TRAILER (19m) - DESIGN VEHICLE
RIGHT TURN OUT
SCALE 1:300



SERVICE VEHICLE (8.8m) - DESIGN VEHICLE
RIGHT TURN IN & LEFT TURN OUT
SCALE 1:300

PROJECT DOCUMENT REFERENCE
NSC-MMD-SKT-0000-01-068011

A	FOR INFORMATION	05/2024
	AMENDMENT DESCRIPTION	BY
	CHECK	ACCEPTANCE
	DATE	

INDEX SHEET REFERENCE:	SHEET
DESIGNED	
QUALIFICATION DATE:	
REVIEWER	
QUALIFICATION DATE:	
INDEPENDENT DESIGN CERTIFIER (IF REQUIRED)	
QUALIFICATION DATE:	

UNCONTROLLED COPY WHEN PRINTED
100 MILLIMETRES ON ORIGINAL DRAWING
ALL DIMENSIONS ARE IN METRES UNLESS SHOWN OTHERWISE

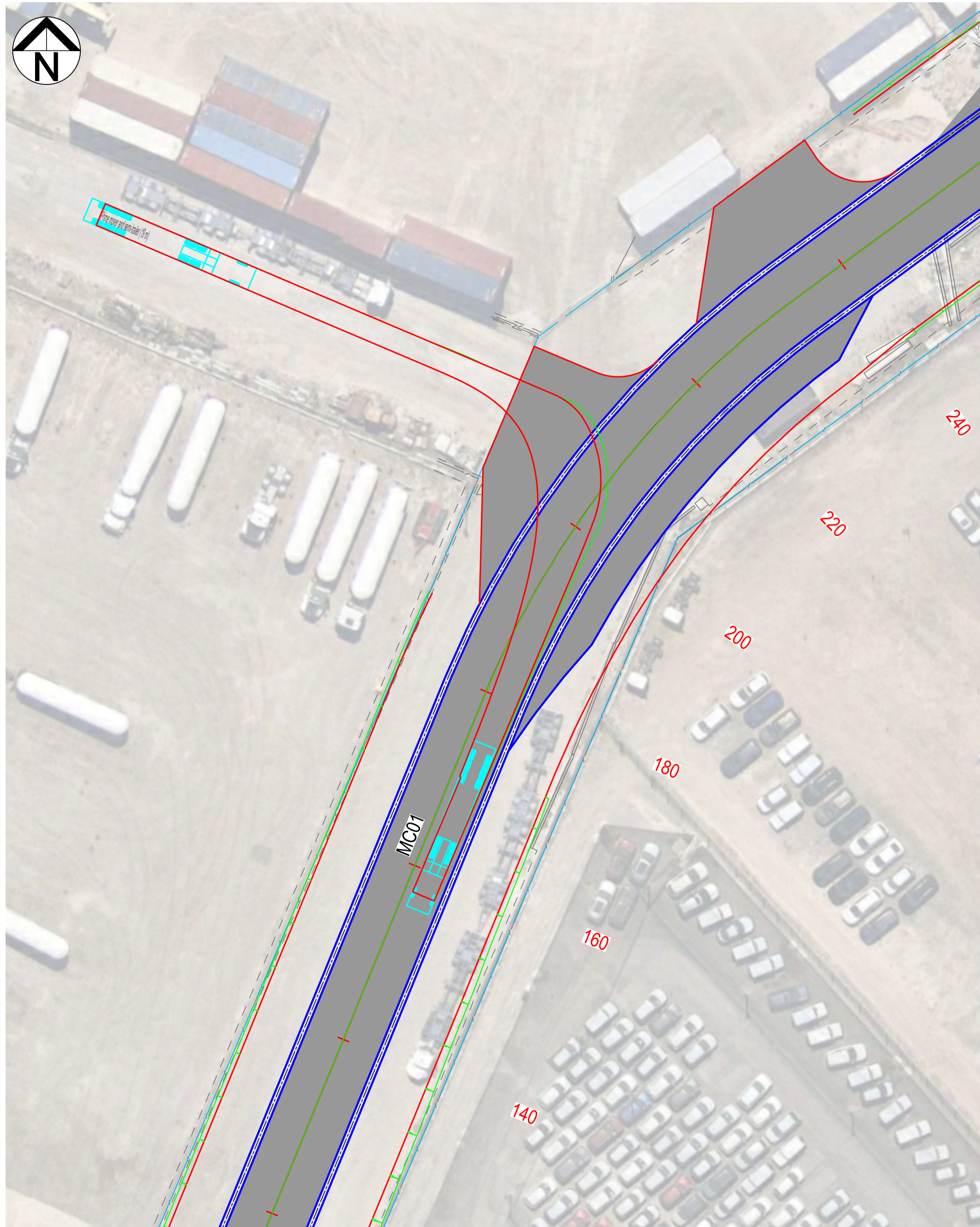
Government of South Australia
Department for Infrastructure and Transport

PROJECT No.:	FILE No.:
DESIGN No.:	SURVEY No.:
PROJECT START ROAD RUNNING DISTANCE:	
PROJECT END ROAD RUNNING DISTANCE:	
SCALES:	

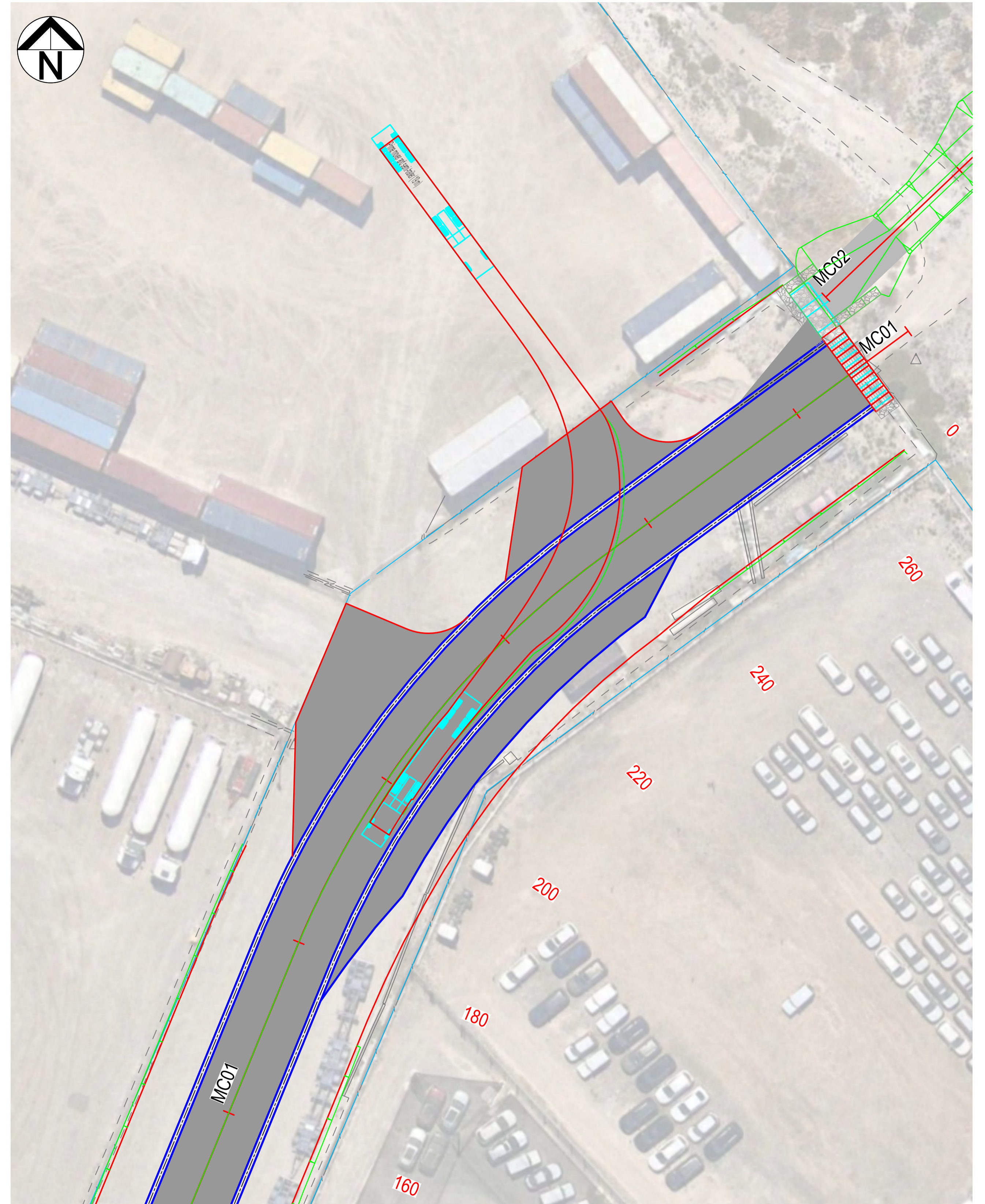
GILLMAN SPOIL FACILITY
EASTERN PARADE ACCESS ROAD
DESIGN VEHICLE - 19m SEMI TRAILER TRUCK - OUT
8.8M SERVICE VEHICLE - IN AND OUT - VEHICLE TRACKING

DESIGNED:	DRAFTED:	ACCEPTED FOR USE:	ACCEPTANCE FORM KNET No.:	DRAWING No.:	SHEET No.:	AMEND No.:
						A
TITLE:	DATE:	IN ACCORDANCE WITH DP013		SHEET LATITUDE	SHEET LONGITUDE	

CAD FILE NAME: NSC-MMD-SKT-0000-01-068011.DWG



PRIME MOVER AND SEMI-TRAILER (19m) - DESIGN VEHICLE
RIGHT TURN OUT
SCALE 1:300





PRIME MOVER AND SEMI-TRAILER (19m) - DESIGN VEHICLE
RIGHT TURN OUT
SCALE 1:300

PROJECT DOCUMENT REFERENCE
NSC-MMD-SKT-0000-01-068012

A	FOR INFORMATION	05/2024
	AMENDMENT DESCRIPTION	UNCONTROLLED COPY WHEN PRINTED
BY	CHECK	ACCEPTANCE
DATE		

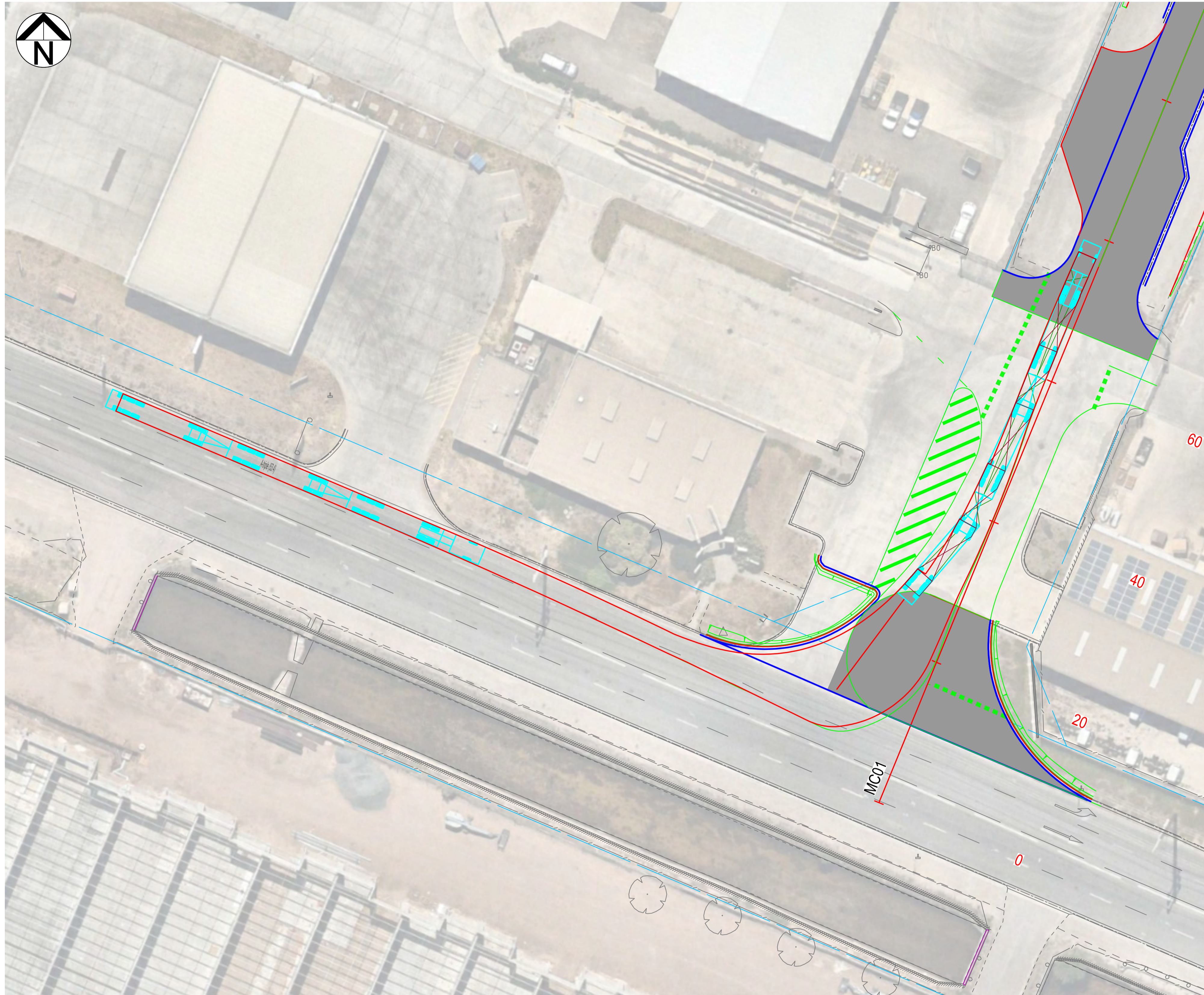
INDEX SHEET REFERENCE:	SHEET
DESIGNED	
QUALIFICATION DATE:	
REVIEWER	
QUALIFICATION DATE:	
INDEPENDENT DESIGN CERTIFIER (IF REQUIRED)	
QUALIFICATION DATE:	


Government of South Australia
 Department for Infrastructure and Transport

PROJECT No.:	FILE No.:
DESIGN No.:	SURVEY No.:
PROJECT START ROAD RUNNING DISTANCE:	
PROJECT END ROAD RUNNING DISTANCE:	
SCALES:	
	



GILLMAN SPOIL FACILITY EASTERN PARADE ACCESS ROAD DESIGN VEHICLE - 19m SEMI TRAILER TRUCK - OUT VEHICLE TRACKING					
DESIGNED:	DRAFTED:	ACCEPTED FOR USE:	ACCEPTANCE FORM KNET No.:	DRAWING No.:	SHEET No.:
TITLE:			IN ACCORDANCE WITH DP013 SHEET LATITUDE		SHEET LONGITUDE
DATE:					A

CAD FILE NAME: NSC-MMD-SKT-0000-01-068012.DWG

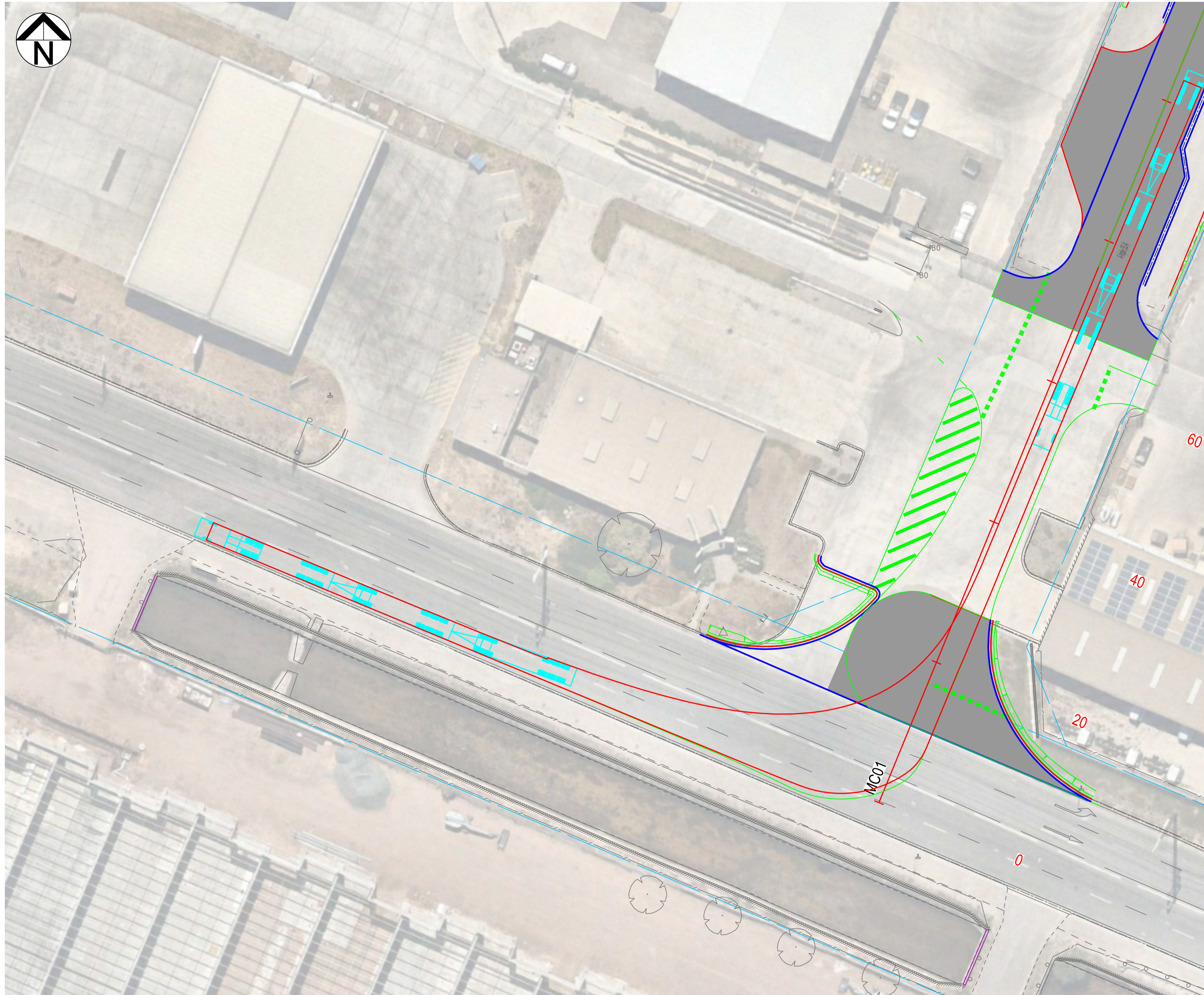


A-TRIPLE (53.4m) - CHECK VEHICLE LEFT TURN IN
SCALE 1:300

PROJECT DOCUMENT REFERENCE
NSC-MMD-SKT-0000-01-068013



INDEX SHEET REFERENCE: SHEET		DESIGNED QUALIFICATION DATE: REVIEWER QUALIFICATION DATE: INDEPENDENT DESIGN CERTIFIER (IF REQUIRED) QUALIFICATION DATE:		 Government of South Australia Department for Infrastructure and Transport		PROJECT No.: FILE No.: DESIGN No.: SURVEY No.: PROJECT START ROAD RUNNING DISTANCE: PROJECT END ROAD RUNNING DISTANCE: SCALES: 		GILLMAN SPOIL FACILITY EASTERN PARADE ACCESS ROAD CHECK VEHICLE - A-TRIPLE (53.4m) - LEFT TURN IN VEHICLE TRACKING				SIGNAL No.:			
AMENDMENT DESCRIPTION		BY	CHECK	ACCEPTANCE	DATE	UNCONTROLLED COPY WHEN PRINTED	100 MILLIMETRES ON ORIGINAL DRAWING	ALL DIMENSIONS ARE IN METRES UNLESS SHOWN OTHERWISE	DESIGNED:	DRAFTED:	ACCEPTED FOR USE:	ACCEPTANCE FORM KNET No.:	DRAWING No.:	SHEET No.:	AMEND No.:
A FOR INFORMATION					05/2024										A
IN ACCORDANCE WITH DP013												SHEET LATITUDE	SHEET LONGITUDE		

CAD FILE NAME: NSC-MMD-SKT-0000-01-068013.DWG



A-TRIPLE (53.4m) - CHECK VEHICLE RIGHT TURN OUT
SCALE 1:300

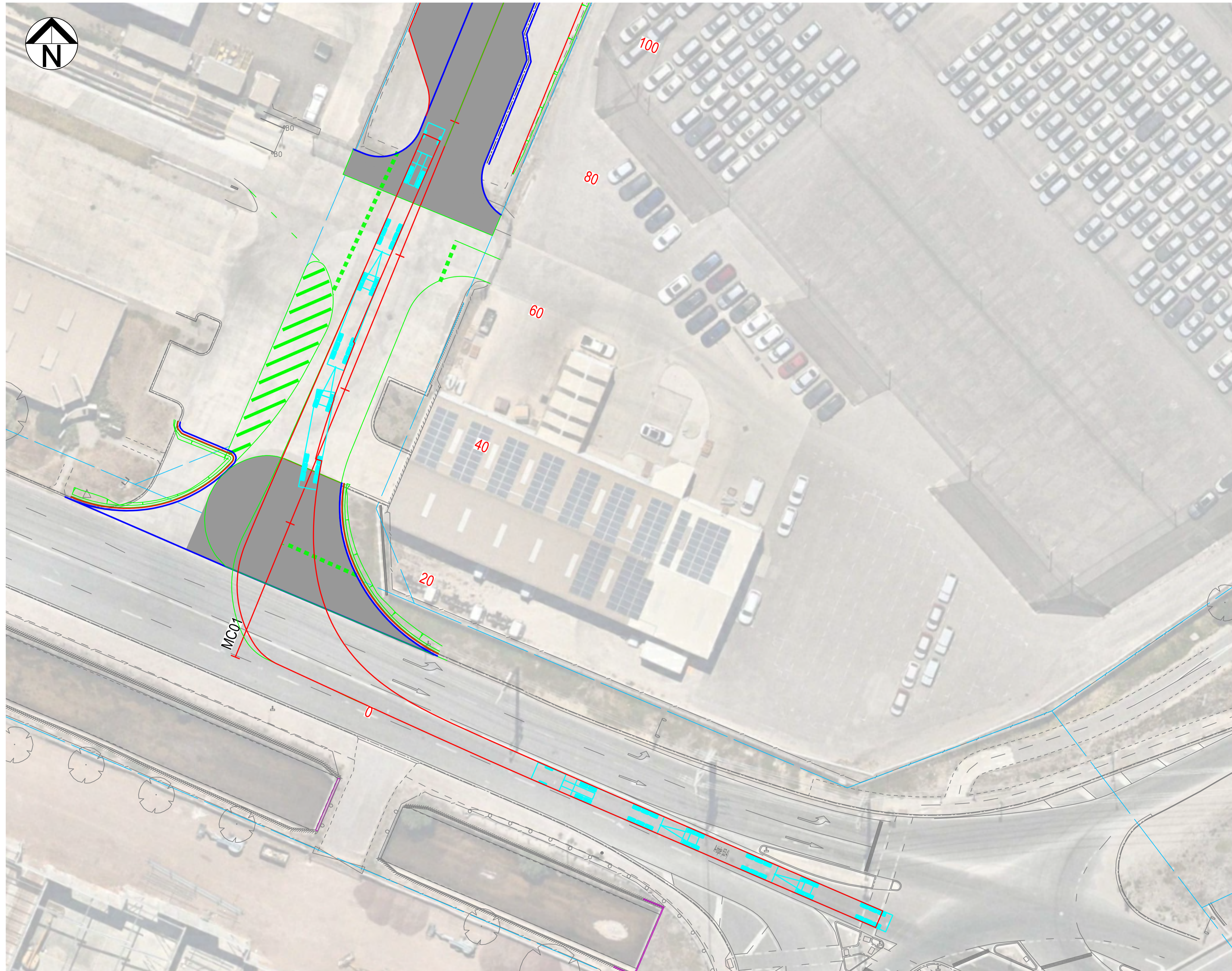
PROJECT DOCUMENT REFERENCE
NSC-MMD-SKT-0000-01-068014

INDEX SHEET REFERENCE: SHEET		DESIGNED QUALIFICATION DATE: REVIEWER		 Government of South Australia Department for Infrastructure and Transport	PROJECT No.: DESIGN No.: PROJECT START ROAD RUNNING DISTANCE:	FILE No.: SURVEY No.: PROJECT END ROAD RUNNING DISTANCE:	GILLMAN SPOIL FACILITY EASTERN PARADE ACCESS ROAD CHECK VEHICLE - A-TRIPLE (53.4m) - RIGHT TURN OUT VEHICLE TRACKING				SIGNAL No.:	
UNCONTROLLED COPY WHEN PRINTED		QUALIFICATION DATE: INDEPENDENT DESIGN CERTIFIER (IF REQUIRED) QUALIFICATION DATE:			SCALES: 	DESIGNED: TITLE: DATE:					DRAFTED: ACCEPTED FOR USE: ACCEPTANCE FORM KNET No.: IN ACCORDANCE WITH DP013	DRAWING No.: SHEET LATITUDE

FOR INFORMATION		05/2024
No.	AMENDMENT DESCRIPTION	BY CHECK ACCEPTANCE DATE


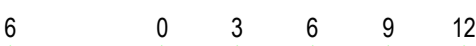
100 MILLIMETRES ON ORIGINAL DRAWING
ALL DIMENSIONS ARE IN METRES UNLESS SHOWN OTHERWISE

CAD FILE NAME: NSC-MMD-SKT-0000-01-068014.DWG

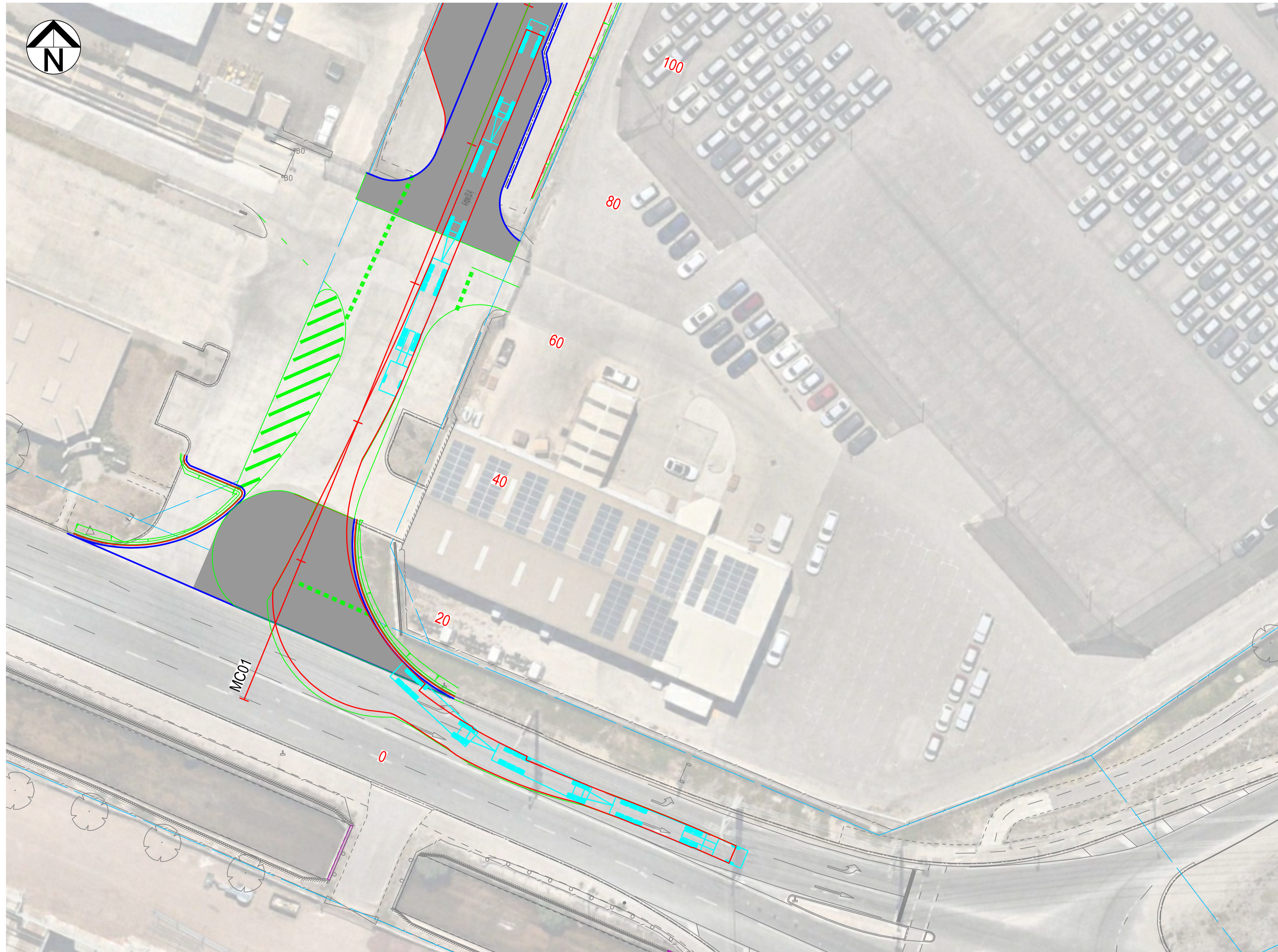


A-TRIPLE (53.4m) - CHECK VEHICLE RIGHT TURN IN
SCALE 1:300

PROJECT DOCUMENT REFERENCE
NSC-MMD-SKT-0000-01-068015


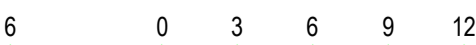
A FOR INFORMATION	AMENDMENT DESCRIPTION	BY	CHECK	ACCEPTANCE	DATE	05/2024	INDEX SHEET REFERENCE: SHEET	DESIGNED	QUALIFICATION DATE:	REVIEWER	QUALIFICATION DATE:	INDEPENDENT DESIGN CERTIFIER (IF REQUIRED)	QUALIFICATION DATE:	 Government of South Australia Department for Infrastructure and Transport	PROJECT No.:	FILE No.:	GILLMAN SPOIL FACILITY EASTERN PARADE ACCESS ROAD CHECK VEHICLE - A-TRIPLE (53.4m) - RIGHT TURN IN VEHICLE TRACKING	SIGNAL No.:
						UNCONTROLLED COPY WHEN PRINTED	100 MILLIMETRES ON ORIGINAL DRAWING	ALL DIMENSIONS ARE IN METRES UNLESS SHOWN OTHERWISE	DESIGN No.:	SURVEY No.:	PROJECT START ROAD RUNNING DISTANCE:	PROJECT END ROAD RUNNING DISTANCE:	DESIGNED:		DRAFTED:	ACCEPTED FOR USE:		ACCEPTANCE FORM KNET No.:
									TITLE:		IN ACCORDANCE WITH DP013		SHEET LATITUDE		SHEET LONGITUDE		A	

CAD FILE NAME: NSC-MMD-SKT-0000-01-068015.DWG

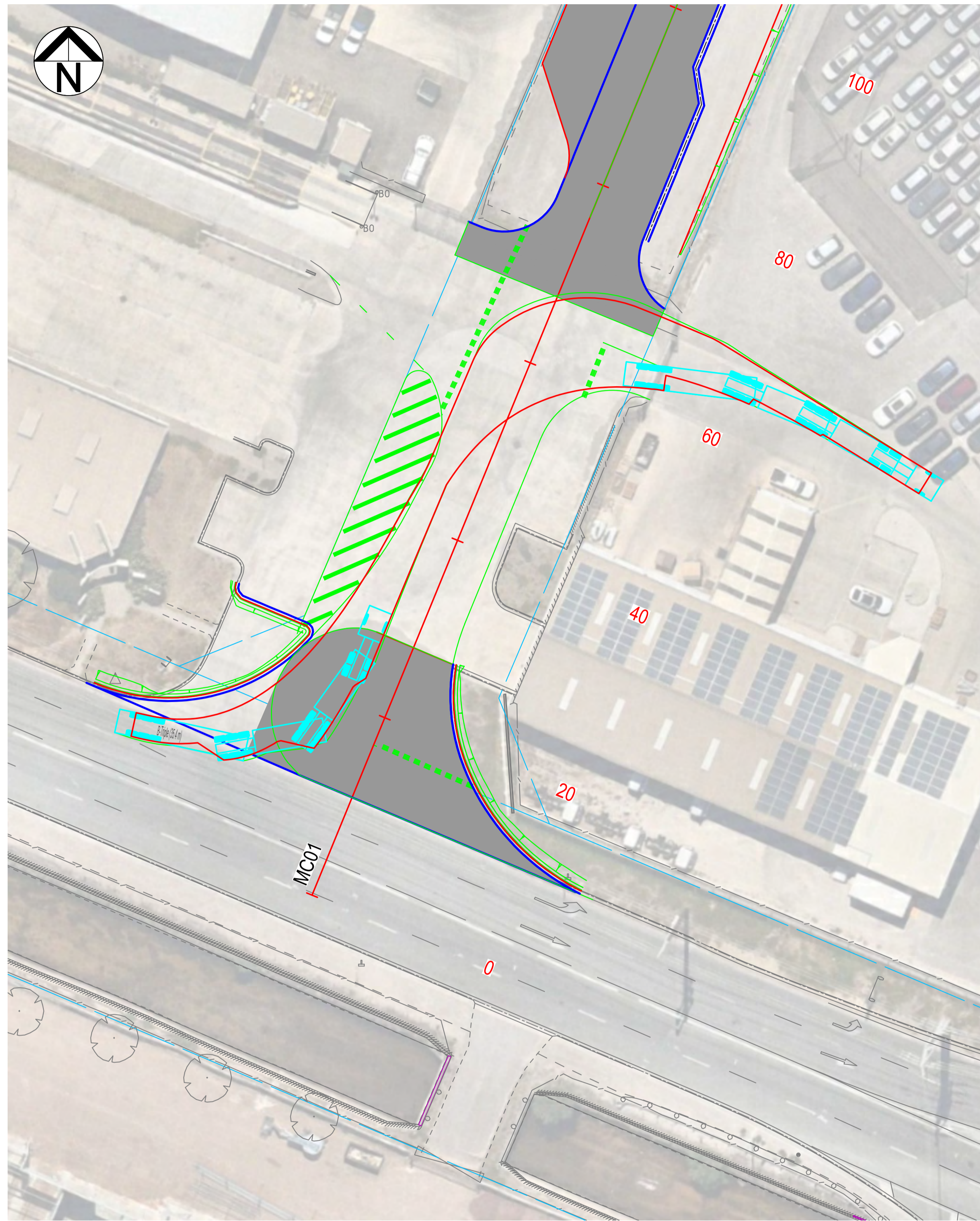


A-TRIPLE (53.4m) - CHECK VEHICLE LEFT TURN OUT
SCALE 1:300

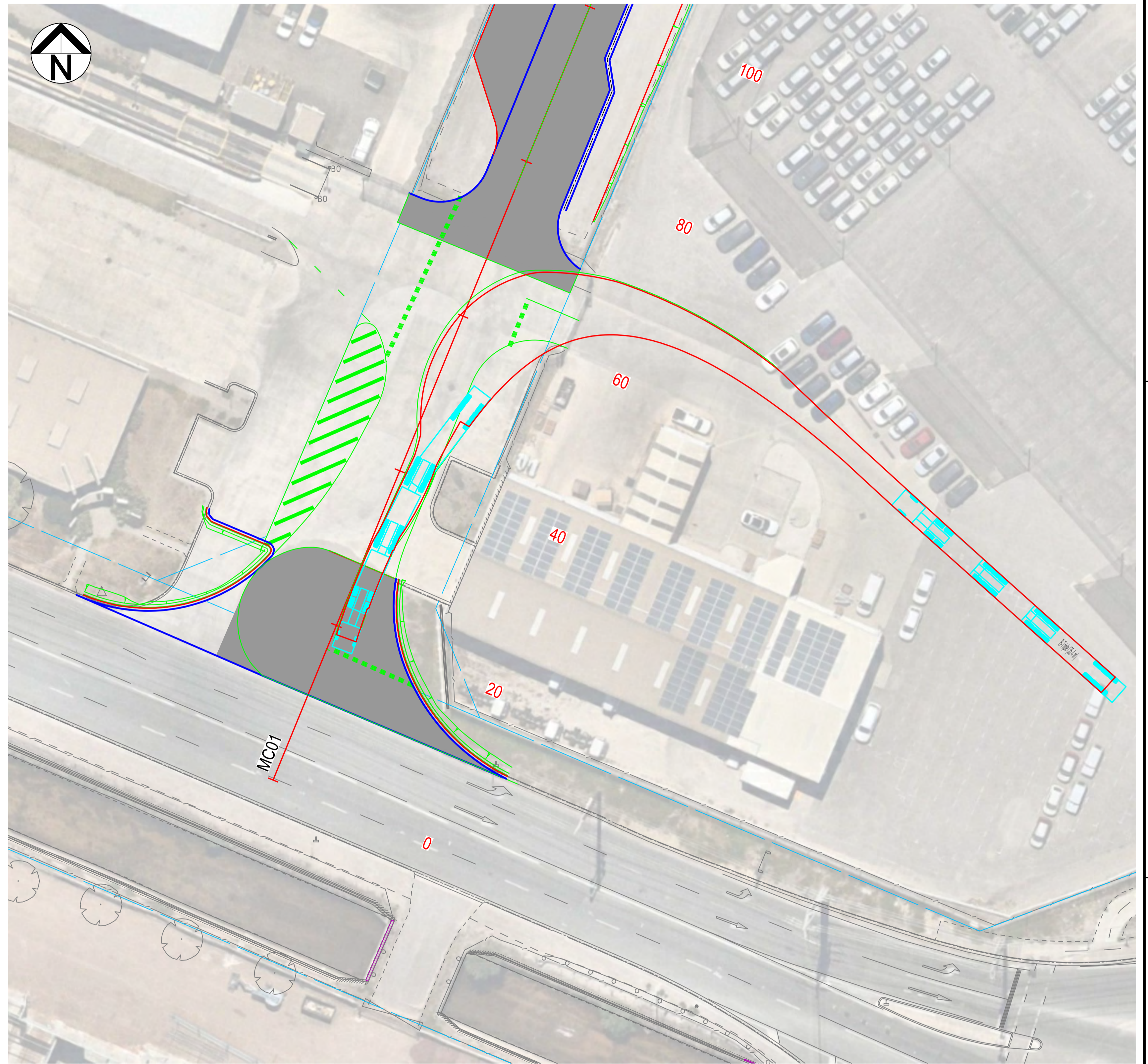
PROJECT DOCUMENT REFERENCE
NSC-MMD-SKT-0000-01-068016

INDEX SHEET REFERENCE: SHEET		DESIGNED QUALIFICATION DATE: REVIEWER QUALIFICATION DATE: INDEPENDENT DESIGN CERTIFIER (IF REQUIRED) QUALIFICATION DATE:		 Government of South Australia Department for Infrastructure and Transport		PROJECT No.: FILE No.: DESIGN No.: SURVEY No.: PROJECT START ROAD RUNNING DISTANCE: PROJECT END ROAD RUNNING DISTANCE: SCALES: 		GILLMAN SPOIL FACILITY EASTERN PARADE ACCESS ROAD CHECK VEHICLE - A-TRIPLE (53.4m) - LEFT TURN OUT VEHICLE TRACKING				SIGNAL No.:								
AMENDMENT DESCRIPTION		BY	CHECK	ACCEPTANCE	DATE	UNCONTROLLED COPY WHEN PRINTED		100 MILLIMETRES ON ORIGINAL DRAWING		ALL DIMENSIONS ARE IN METRES UNLESS SHOWN OTHERWISE		DESIGNED:	DRAFTED:	ACCEPTED FOR USE:	ACCEPTANCE FORM KNET No.:	DRAWING No.:	SHEET No.:	AMEND No.:		
A FOR INFORMATION					05/2024	UNCONTROLLED COPY WHEN PRINTED		100 MILLIMETRES ON ORIGINAL DRAWING		ALL DIMENSIONS ARE IN METRES UNLESS SHOWN OTHERWISE								A		
No.		AMENDMENT DESCRIPTION		BY	CHECK	ACCEPTANCE	DATE	UNCONTROLLED COPY WHEN PRINTED		100 MILLIMETRES ON ORIGINAL DRAWING		ALL DIMENSIONS ARE IN METRES UNLESS SHOWN OTHERWISE		DESIGNED:	DRAFTED:	ACCEPTED FOR USE:	ACCEPTANCE FORM KNET No.:	DRAWING No.:	SHEET No.:	AMEND No.:

CAD FILE NAME: NSC-MMD-SKT-0000-01-068016.DWG



B-TRIPLE (35.4m) - CHECK VEHICLE RIGHT TURN IN
SCALE 1:300



B-TRIPLE (35.4m) - CHECK VEHICLE LEFT TURN OUT
SCALE 1:300

PROJECT DOCUMENT REFERENCE
NSC-MMD-SKT-0000-01-068017


A FOR INFORMATION	AMENDMENT DESCRIPTION	BY	CHECK	ACCEPTANCE	DATE
					05/2024

INDEX SHEET REFERENCE:	SHEET
UNCONTROLLED COPY WHEN PRINTED	100 MILLIMETRES ON ORIGINAL DRAWING

DESIGNED	QUALIFICATION DATE:
REVIEWER	QUALIFICATION DATE:
INDEPENDENT DESIGN CERTIFIER (IF REQUIRED)	QUALIFICATION DATE:


Government of South Australia
 Department for Infrastructure and Transport

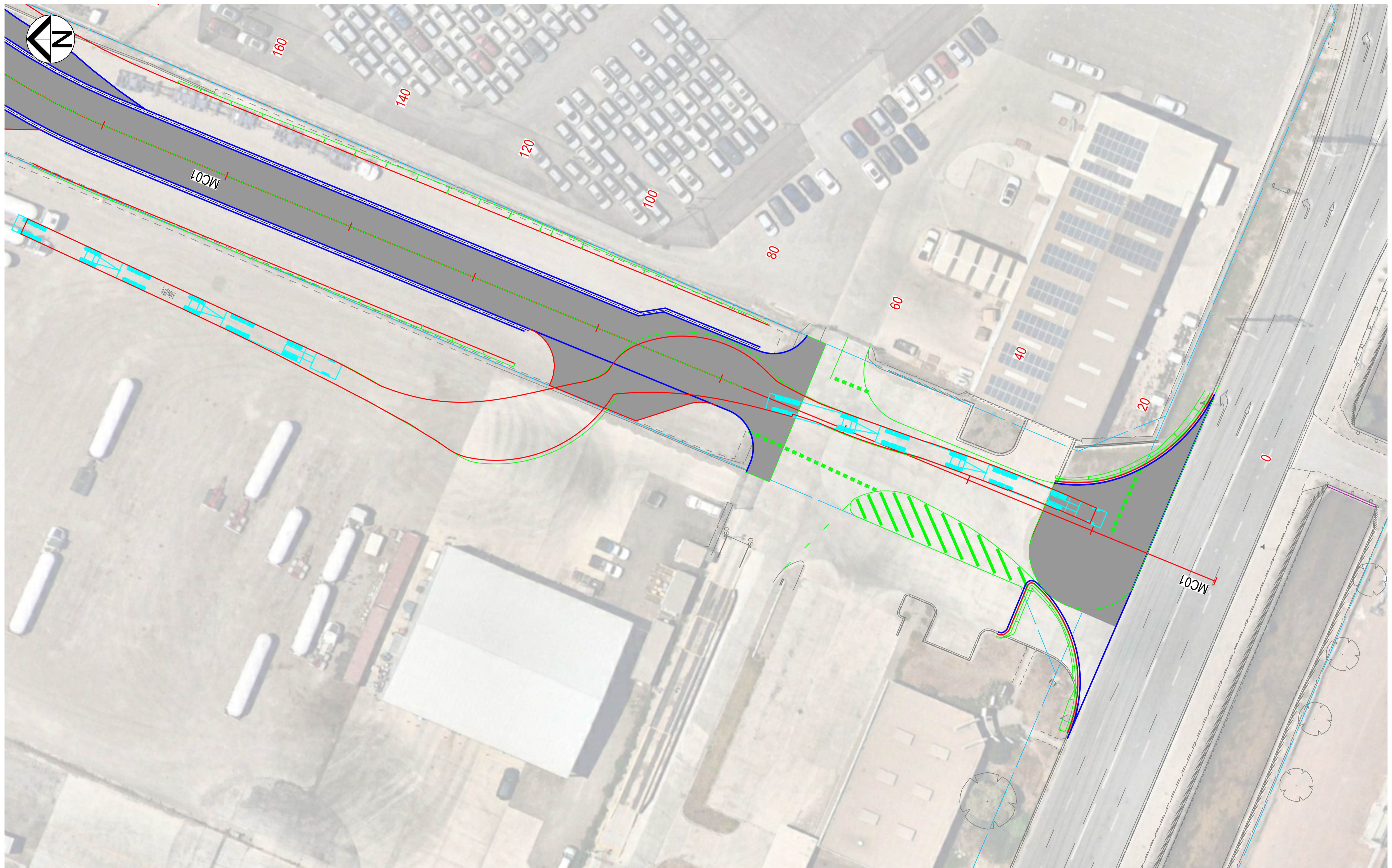
PROJECT No.:	FILE No.:
DESIGN No.:	SURVEY No.:
PROJECT START ROAD RUNNING DISTANCE:	
PROJECT END ROAD RUNNING DISTANCE:	

SCALES:


DESIGNED:	DRAFTED:	ACCEPTED FOR USE:	ACCEPTANCE FORM KNET No.:	DRAWING No.:	SHEET No.:	AMEND No.:
						A
TITLE:			IN ACCORDANCE WITH DP013 SHEET LATITUDE		SHEET LONGITUDE	



GILLMAN SPOIL FACILITY
EASTERN PARADE ACCESS ROAD
CHECK VEHICLE - B-TRIPLE (35.4m) - IN AND OUT
VEHICLE TRACKING

CAD FILE NAME: NSC-MMD-SKT-0000-01-068017.DWG

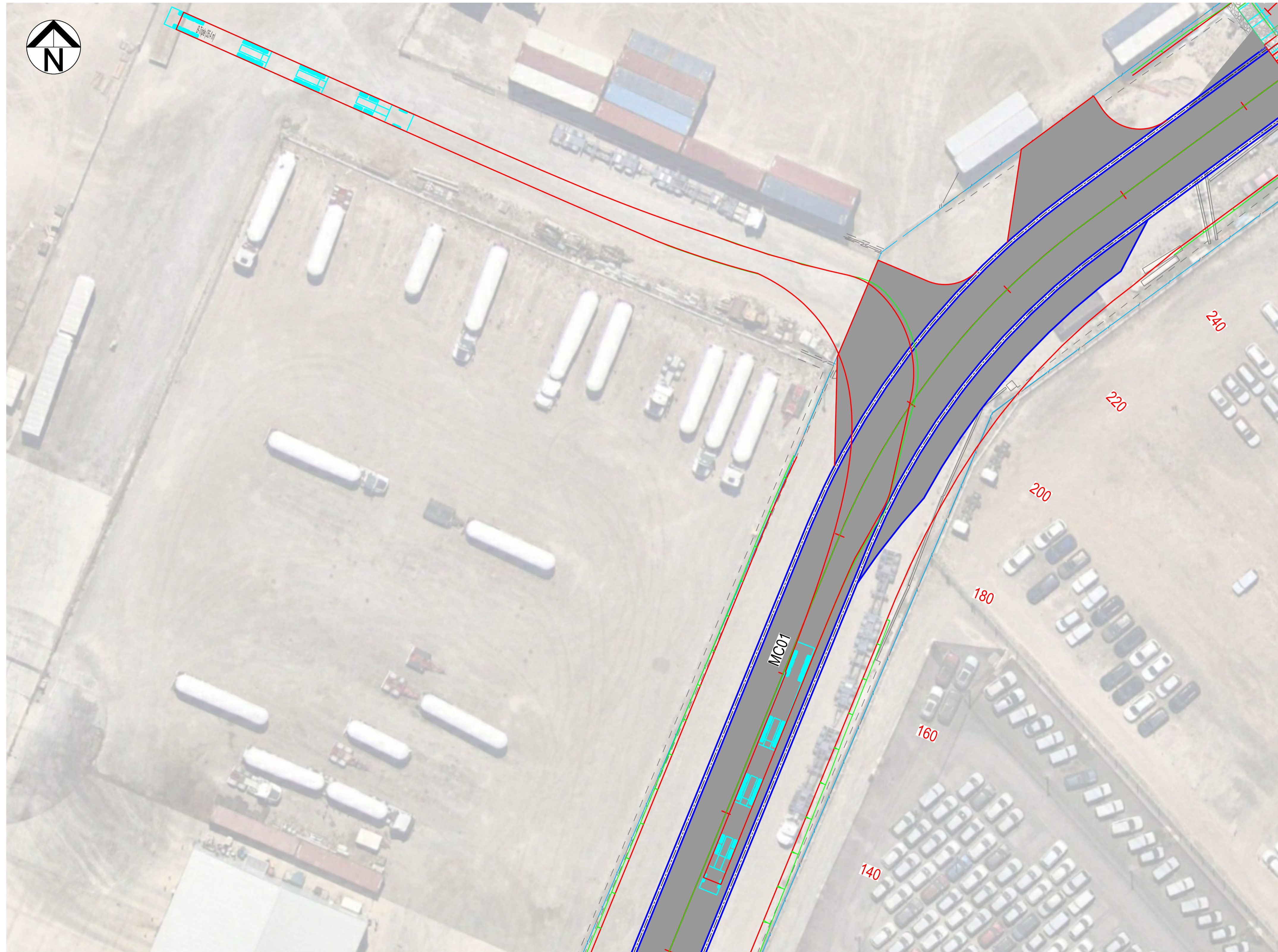


A-TRIPLE (53.4m) - CHECK VEHICLE RIGHT TURN OUT
SCALE 1:300

PROJECT DOCUMENT REFERENCE
NSC-MMD-SKT-0000-01-068018



A FOR INFORMATION	AMENDMENT DESCRIPTION	BY	CHECK	ACCEPTANCE	DATE	INDEX SHEET REFERENCE:	SHEET	DESIGNED	PROJECT No.:	FILE No.:	<p>GILLMAN SPOIL FACILITY EASTERN PARADE ACCESS ROAD CHECK VEHICLE - A-TRIPLE (53.4m) - RIGHT TURN OUT VEHICLE TRACKING</p>	SIGNAL No.:
						UNCONTROLLED COPY WHEN PRINTED	100 MILLIMETRES ON ORIGINAL DRAWING	ALL DIMENSIONS ARE IN METRES UNLESS SHOWN OTHERWISE	DESIGN No.:	SURVEY No.:		
					05/2024			 Government of South Australia Department for Infrastructure and Transport	PROJECT START ROAD RUNNING DISTANCE: PROJECT END ROAD RUNNING DISTANCE: SCALES: 	TITLE: DATE:	IN ACCORDANCE WITH DP013 SHEET LATITUDE SHEET LONGITUDE	A

CAD FILE NAME: NSC-MMD-SKT-0000-01-068018.DWG



A-TRIPLE (53.4m) - CHECK VEHICLE RIGHT TURN OUT
SCALE 1:300

PROJECT DOCUMENT REFERENCE
NSC-MMD-SKT-0000-01-068019

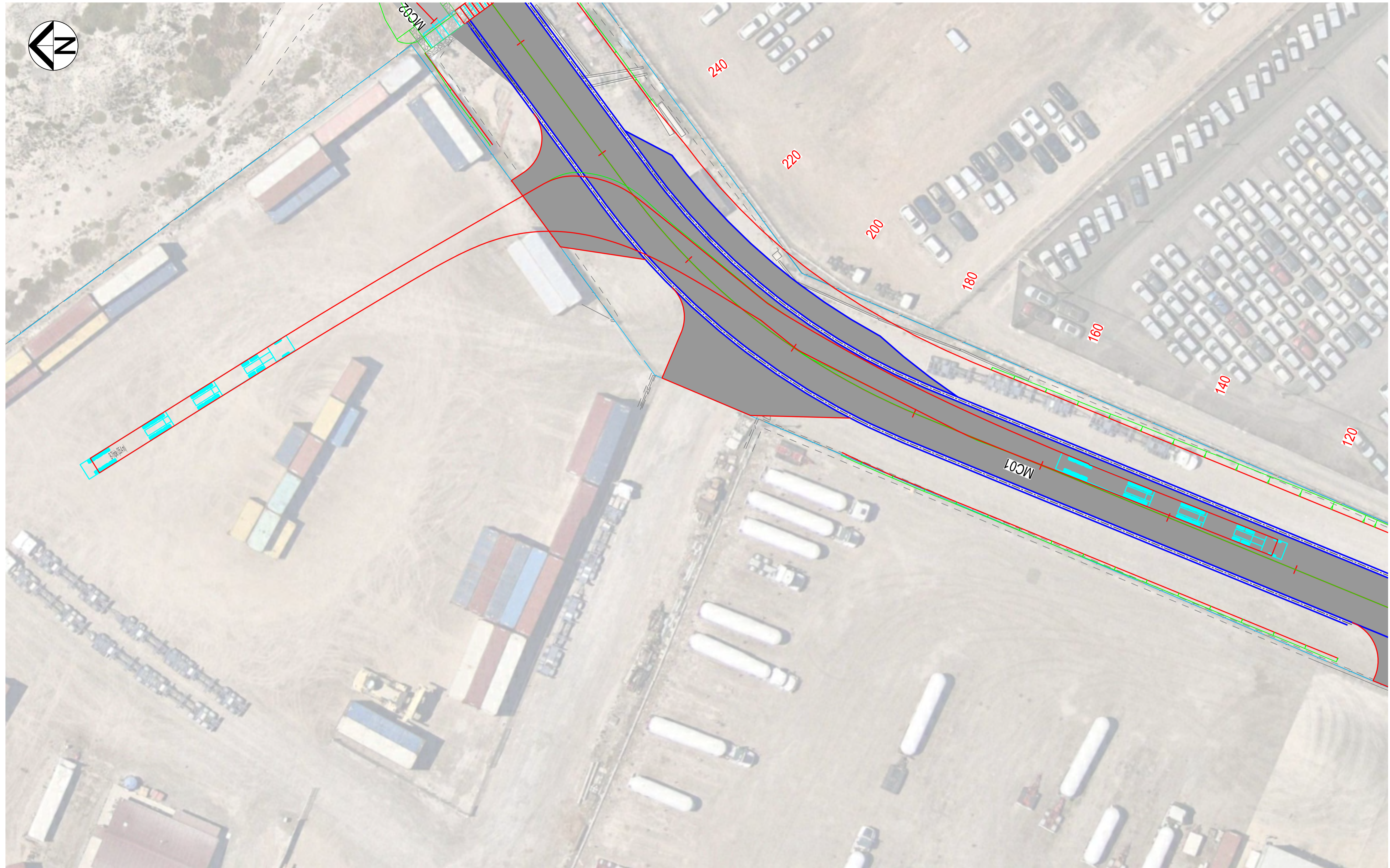
INDEX SHEET REFERENCE: SHEET		DESIGNED QUALIFICATION DATE: REVIEWER QUALIFICATION DATE: INDEPENDENT DESIGN CERTIFIER (IF REQUIRED) QUALIFICATION DATE:		 Government of South Australia Department for Infrastructure and Transport		PROJECT No.: FILE No.: DESIGN No.: SURVEY No.: PROJECT START ROAD RUNNING DISTANCE: PROJECT END ROAD RUNNING DISTANCE:		GILLMAN SPOIL FACILITY EASTERN PARADE ACCESS ROAD CHECK VEHICLE - A-TRIPLE (53.4m) - RIGHT TURN OUT VEHICLE TRACKING				SIGNAL No.:	
UNCONTROLLED COPY WHEN PRINTED		100 MILLIMETRES ON ORIGINAL DRAWING		ALL DIMENSIONS ARE IN METRES UNLESS SHOWN OTHERWISE		SCALES: 						DESIGNED: DRAFTED: ACCEPTED FOR USE:	
AMENDMENT DESCRIPTION		BY CHECK ACCEPTANCE DATE		UNCONTROLLED COPY WHEN PRINTED		TITLE: DATE:		IN ACCORDANCE WITH DP013 SHEET LATITUDE		SHEET LONGITUDE			

A FOR INFORMATION

05/2024



A

CAD FILE NAME: NSC-MMD-SKT-0000-01-068019.DWG



A-TRIPLE (53.4m) - CHECK VEHICLE RIGHT TURN OUT
SCALE 1:300

PROJECT DOCUMENT REFERENCE
NSC-MMD-SKT-0000-01-068020

INDEX SHEET REFERENCE: SHEET		DESIGNED QUALIFICATION DATE: REVIEWER QUALIFICATION DATE: INDEPENDENT DESIGN CERTIFIER (IF REQUIRED) QUALIFICATION DATE:		 Government of South Australia Department for Infrastructure and Transport	PROJECT No.: DESIGN No.: PROJECT START ROAD RUNNING DISTANCE: PROJECT END ROAD RUNNING DISTANCE:	FILE No.: SURVEY No.:	GILLMAN SPOIL FACILITY EASTERN PARADE ACCESS ROAD CHECK VEHICLE - A-TRIPLE (53.4m) - RIGHT TURN OUT VEHICLE TRACKING				SIGNAL No.:
UNCONTROLLED COPY WHEN PRINTED		100 MILLIMETRES ON ORIGINAL DRAWING			SCALES: 	DESIGNED: DRAFTED: ACCEPTED FOR USE: TITLE: DATE:	ACCEPTANCE FORM KNET No.: DRAWING No.: SHEET No.: AMEND No.:	IN ACCORDANCE WITH DP013 SHEET LATITUDE SHEET LONGITUDE	A FOR INFORMATION	05/2024	

CAD FILE NAME: NSC-MMD-SKT-0000-01-068020.DWG