

ITEM NUMBER: 18.2

CONFIDENTIAL REPORT

PROPOSED LAND PURCHASE AND LICENSE AGREEMENT (Report No: 96/21)

Pursuant to Section 90(2) of the Local Government Act 1999 the Report attached to this agenda and the accompanying documentation is delivered to the Council Members upon the basis that the Council consider the Report and the documents in confidence under Part 3 of the Act, specifically on the basis that Council will receive, discuss or consider:

- b. Information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the council; and would, on balance, be contrary to the public interest.

Recommendation – Exclusion of the Public – Section 90(3)(b) Order

1. That pursuant to Section 90(2) of the *Local Government Act 1999* Council hereby orders that the public be excluded from attendance at this meeting with the exception of the Chief Executive Officer and Staff in attendance at the meeting in order to consider Report No: 96/21 Proposal to Purchase Land in confidence.
 2. That in accordance with Section 90(3) of the *Local Government Act 1999* Council is satisfied that it is necessary that the public be excluded to consider the information contained in Report No: 96/21 Proposal to Purchase Land on the following grounds:
 - b. pursuant to Section 90(3)(b) of the Act, the information to be received, discussed or considered in relation to this Agenda Item is information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the Council would prejudice the commercial position of the Council. The information would prejudice the commercial position of the Council regarding land it is seeking to purchase, the purchase price and the terms of the negotiation.

In addition, the disclosure of this information would, on balance, be contrary to the public interest. The public interest in public access to the meeting has been balanced against the public interest in the continued non-disclosure of the information. The benefit to the public at large resulting from withholding the information outweighs the benefit to it of disclosure of the information.
 3. The Council is satisfied, the principle that the meeting be conducted in a place open to the public, has been outweighed by the need to keep the information or discussion confidential.
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Item No: **18.2**

Subject: **PROPOSED LAND PURCHASE AND LICENCE AGREEMENT**

Date: 23 March 2021

Written By: Project Manager

General Manager: Strategy and Business Services, Business Services, Ms P Jackson

SUMMARY

In December 2019, Council approved the detailed design of the first stage of the Jetty Road Glenelg Masterplan, which included the creation of Chapel Plaza and works in Hindmarsh Lane. The scope for Chapel Plaza included utilising private property owned by St Andrews by the Sea for the installation of garden beds, paving, trees and seating as part of the project. A licence agreement was to be negotiated with the property to lawfully allow Council to build and maintain the infrastructure on the property.

However, even with a licence in place, Council's assets could still be vulnerable in future, due to the ability for either party to terminate the license or for the license to become invalid if the property was to be sold. To better assure the security of Council's assets, enquiries were undertaken into purchasing the land, and subsequently a confidential property evaluation was received for two portions of the land.

Following discussions by Council at the workshop on 23 February 2021, the possibility of Council purchasing the land was raised with representatives of St Andrews by the Sea. Early indications are that the Church is willing to consider an offer.

Due to the pending construction timeframes, a licence agreement is still required, however this can be settled concurrently with purchase negotiations.

Valuation of the land in question ranges between \$90,000 and \$155,000. This report seeks approval to negotiate up to the highest estimate for each parcel but the preference is to settle at a lesser amount due to the mutually beneficial outcomes that can be achieved for both Council and the Church.

RECOMMENDATION

That Council:

1. approves the execution of a license agreement including affixing the Seal concurrently with purchasing negotiations to ensure Council can lawfully build infrastructure as part of the Chapel Plaza and Hindmarsh Lane Project;
2. approves Administration to enter into negotiations with St Andrews by Sea Uniting Church to purchase Portion A (as indicated in this report) for an amount not exceeding \$155,000, noting the recommended valuation is *up to* this amount;
3. approves Administration to enter in negotiations to purchase Portion B (as indicated in this report) for an amount not exceeding \$135,000, noting the recommended valuation is *up to* this amount, if agreement cannot be reached in relation to Portion A; and
4. notes that that any final purchase agreement be brought back to Council to be approved and executed.

RETAIN IN CONFIDENCE - Section 91(7) Order

That having considered Agenda Item 18.2 Proposed Land Purchase and License Agreement (Report No: 96/21) in confidence under Section 90(2) and (3)(b) of the *Local Government Act 1999*, the Council, pursuant to Section 91(7) of that Act orders that the report, attachments and minutes be retained in confidence for a period of five years and the Chief Executive Officer is authorised to release the documents when disclosure will no longer impact Council's negotiating position and that this order be reviewed every 12 months.

COMMUNITY PLAN

Placemaking: Creating lively and safe places

Placemaking: Developing walkable connected neighbourhoods

Community: Providing welcoming and accessible facilities

Environment: Using resource efficiently

Culture: Being financially accountable

COUNCIL POLICY

Property Policy

STATUTORY PROVISIONS

Not applicable

BACKGROUND

In December 2019, Council approved the detailed design of the first stage of the Jetty Road Glenelg Masterplan, which included the creation of Chapel Plaza and works in Hindmarsh Lane. The scope for Chapel Plaza included utilising private property owned by St Andrews by the Sea Uniting Church (the Church) for the installation of public infrastructure, as part of the project.

The infrastructure includes paving, light poles, garden beds, trees, plants and seating. Additionally the infrastructure and the area requires ongoing access for pedestrian use, events, community activities, cleaning and maintenance.

As the Church were not favourably disposed to granting Council an easement over the land where the infrastructure is to be situated, negotiations on a licence have been proceeding.

REPORT

In the course of licence negotiations, a number of issues have arisen that are less favourable to Council than preferred. For example, the Church are seeking a term no longer than 5 years rather than the minimum 15 year term requested by Council. The Church also do not wish to grant Council permission to install any underground infrastructure on their property and wish to reserve the right to not accept certain activities (at their discretion) on the portion of the Plaza that is part of their land. This potentially leaves Council infrastructure and the investment in the Plaza in a vulnerable position and may in future restrict the usage options for the public space.

During the Council Workshop on 23 February 2021, some Elected Members also raised concerns about the security (or vulnerability) of Council assets on land that was subject to a licence that could be revoked or become null and void if the property was to change hands.

Notwithstanding these limitations, a licence is required at this time to enable construction on the Chapel Plaza and Hindmarsh Lane Project to proceed as scheduled. A draft licence is included as and approval is sought from Council for that licence to be executed (subject to minor and typographical corrections as needed).

Refer Attachment 1

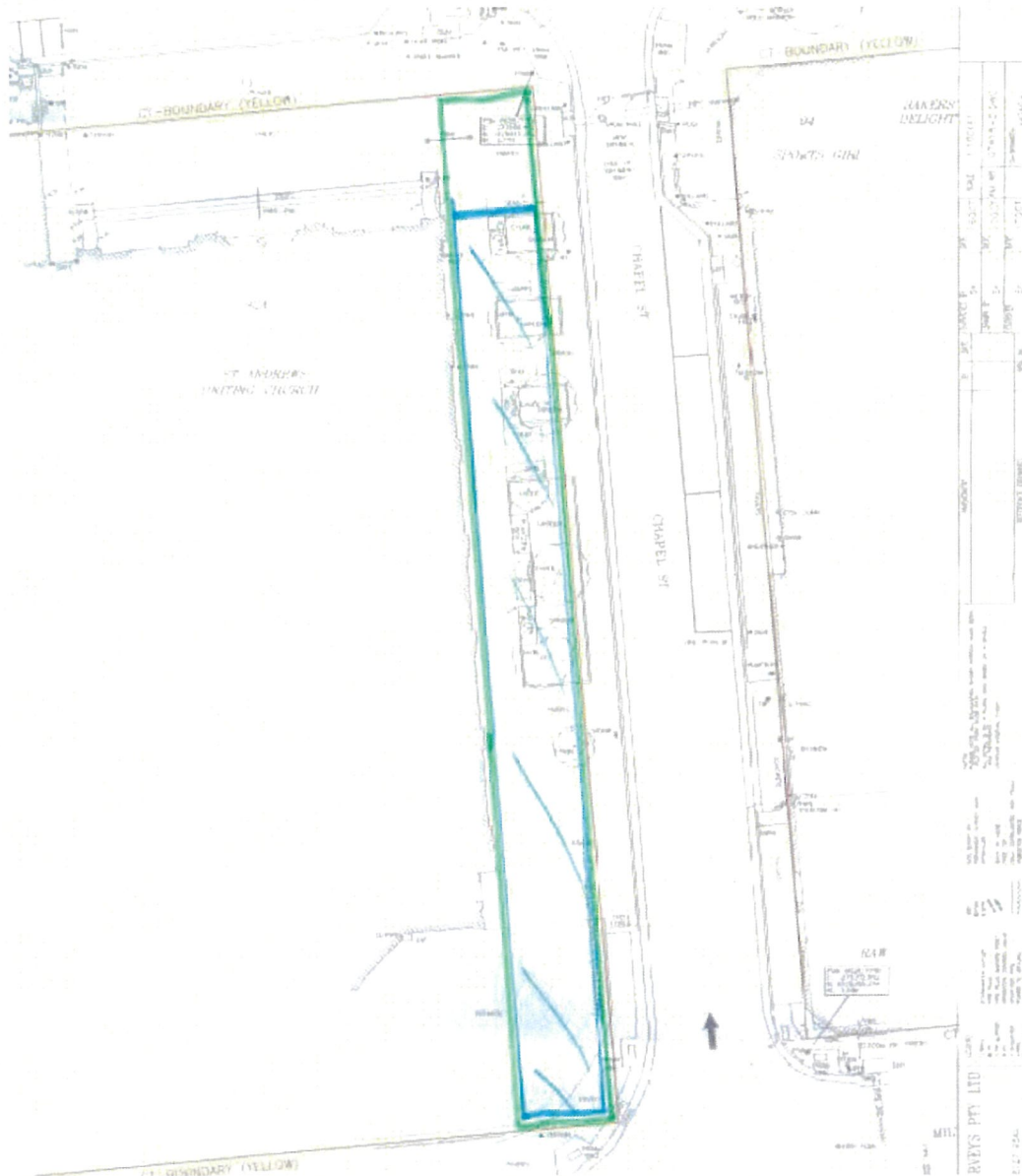
While license negotiations have continued so as to not delay the project construction schedule, an alternative option of purchasing the land has been investigated. A confidential evaluation of two portions of land were undertaken by McGees Property.

Refer Attachment 2

Following Council's discussion on 23 February 2021, the possibility of Council purchasing the land was raised with representatives of the Church. On 10 March 2021 the Church confirmed their interest in receiving an offer from Council to purchase the land, while continuing to negotiate the terms of the licence in the interim.

There are two possible versions of the area to be purchased:

- Portion A – the area marked in green on the map below (205 m²)
- Portion B – the area marked, terminating at the blue line, in line with the front of the Church (182 m²)



The evaluation recommends the values of the two portions as:

| Component | Land Area (m ²) | Land Rate (\$/m ²) | Special Value Range (GST Excl.) |
|-----------|-----------------------------|----------------------------------------------|---------------------------------|
| Portion A | 205 m ² | \$500/m ² to \$750/m ² | \$100,000 to \$155,000 |
| Portion B | 182 m ² | \$500/m ² to \$750/m ² | \$90,000 to \$135,000 |

Council's Property Policy (the Policy) sets out criteria that should be considered when purchasing property.

According to the Policy, "in order to maximise the impact its properties have on community and strategic goals, priority for purchase...will be given to ... properties located within close proximity to three hubs – Seacliff, Brighton and Glenelg." This proposal meets this criteria as the land in question is in Glenelg.

Furthermore, the Policy states that "purchase should proceed only where it has been assessed against this policy and can be demonstrated that such a purchase will contribute to Council's community and strategic goals". This proposal meets this criteria as purchasing the land will contribute to the delivery and effective maintenance of a Council funded and approved public asset (the Chapel Plaza).

Additional criteria and their relevant assessment include:

| Criteria | Assessment of this Proposal |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Community Value | <p>The community value of Chapel Plaza is considered high. As well as providing a pedestrian-friendly area, particularly for children attending St Mary's School, the new Chapel Plaza will provide an additional space for public activations and events.</p> <p>The purchase of the land being proposed will secure the future of assets being installed as part of the Chapel Plaza and Hindmarsh Lane Project, thereby providing maximum value for money for the community.</p> |
| Asset Rating | <p>The assets that are to be installed on the land in question will be new and of a high quality. The purchase of the land will enable unfettered and guaranteed access for ongoing maintenance and care to ensure the security and longevity of the assets.</p> |
| Return on Investment | <p>While there will not be a direct return on investment, purchase of the land will save substantial ongoing costs in renegotiating licence</p> |

| | |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | agreements and will assure the ongoing security of assets installed in this area. |
| Demand for current and new services | There is a high level of community support for the creation of Chapel Plaza and the associated infrastructure. Purchase of the land provides the best ongoing security for the assets that will be installed. |
| Location and access | The land meets locational policy criteria as outlined above. Purchase of the land will ensure ongoing access through the full length and breadth of the Plaza area and enable easy access to infrastructure for ongoing maintenance. |
| Local Impact | The purchase is expected to have positive local benefit by securing the future of the Chapel Plaza and infrastructure, as well as providing a financial boon to the Church. |

The primary advantage to purchasing the land, is that Council's assets will be secured in perpetuity and will not be at the mercy of a third party's decisions regarding their land. Additionally, if Portion A is secured, Council will not be as restricted in relation to events and activities as it may be if the Church's values do not align with something Council wishes to support.

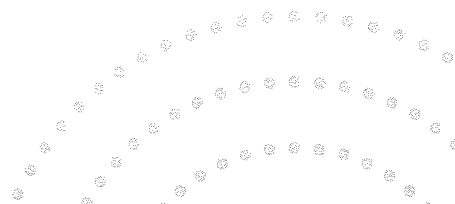
BUDGET

There is no current budget for the purchase of the land and an additional appropriation is required.

LIFE CYCLE COSTS

While this is not a substantial piece of land and will not directly enhance the value of Council's property portfolio, Council owning this land will result in substantially lower costs in relation to ongoing licence negotiations and management. It also protects the long-term security of Council's public assets and the long term integrity of the Plaza design.

Attachment 1



LICENCE

Between:

THE UNITING CHURCH IN AUSTRALIA PROPERTY TRUST (S.A.)

("Licensor")

and

CITY OF HOLDFAST BAY

("Council")

St Andrews by the Sea Uniting Church

92 Jetty Rd, Glenelg SA 5045

DATE

PARTIES

THE UNITING CHURCH IN AUSTRALIA PROPERTY TRUST (S.A.) ABN 25 068 897 781 of
212 Pirie Street Adelaide SA 5000 (**Licensor**)

and

CITY OF HOLDFAST BAY ABN 62 551 270 492 of PO Box 19 Brighton SA 5048 (**Council**)

BACKGROUND

- A. The Licensor is the registered proprietor of the Land.
- B. The Council has requested a licence to use the Licence Area for the Permitted Use during the Times of Use.
- C. The Licensor agrees to grant the Council a licence of the Licence Area, and the parties wish to record the terms of their agreement in this licence.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this licence:

- 1.1.1 “**Business Day**” means a day which is not a Saturday, Sunday or public holiday in Adelaide.
- 1.1.2 “**Commencement Date**” means the commencement date described in Item 3 of the Schedule.
- 1.1.3 “**Council**” means the party described as ‘Council’ in this licence and where the context permits includes the employees, contractors, agents and other invitees of the Council.
- 1.1.4 “**Council's Equipment**” means any and all fixtures and fittings and other equipment installed in or brought on to or kept in the Licence Area by the Council.
- 1.1.5 “**GST**” has the meaning given to that term in the GST Legislation.
- 1.1.6 “**GST Legislation**” means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any ancillary or similar legislation.
- 1.1.7 “**GST Rate**” means 10% or the rate of GST imposed from time to time under the GST Legislation.
- 1.1.8 “**Land**” means the land described in Item 2 of the Schedule.

- 1.1.9 “**Legislation**” includes any relevant Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or authority.
- 1.1.10 “**Licence Fee**” means the fee described in Item 5 of the Schedule.
- 1.1.11 “**Licence Area**” means the Licence Area described in Item 1 of the Schedule including all existing improvements.
- 1.1.12 “**Permitted Use**” means the use described in Item 6 of the Schedule.
- 1.1.13 “**Licensor**” means the party described as ‘Licensor’ in this licence and where the context permits includes the employees, contractors, agents, customers and other invitees of the Licensor.
- 1.1.14 “**Statutory Authorities**” means any government or authorities created by or under any relevant Legislation.
- 1.1.15 “**Statutory Requirements**” means all relevant Legislation and all lawful conditions, requirements, notices and directives issued or applicable under any such Legislation or by any Statutory Authorities.
- 1.1.16 “**Term**” means the term of this licence described in Item 3 of the Schedule.
- 1.1.17 “**Times of Use**” means the times set out in Item 4 of the Schedule.

1.2 Interpretation

In this licence, 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 a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.6 a reference to this licence includes any schedules and annexures to this licence;
- 1.2.7 a reference to any document (including this licence) is to that document as varied, novated, ratified or replaced from time to time;
- 1.2.8 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;
- 1.2.9 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) is for the benefit of them jointly and severally;
- 1.2.10 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;

- 1.2.11 a provision is not construed against a party only because that party drafted it;
- 1.2.12 an unenforceable provision or part of a provision may be severed, and the remainder of this licence continues in force;
- 1.2.13 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- 1.2.14 an expression defined in the *Corporations Act 2001* (Cth) has the meaning given by that act at the date of this licence;
- 1.2.15 the covenants and powers implied in leases by virtue of sections 124 and 125 of the *Real Property Act 1886* (SA) apply and are implied in this licence unless they are expressly or impliedly excluded or modified; and
- 1.2.16 the special conditions in Item 7 of the Schedule prevail over the terms in the body of this licence to the extent of any inconsistency.

1.3 **Background**

The Background forms part of this licence and is correct.

2. **GRANT OF LICENCE**

The Licensor grants to the Council an exclusive licence over the Licence Area for the Term and during the Times of Use as set out in this licence.

3. **LICENCE FEE**

The Council must pay the Licence Fee at the times and in the manner set out in Item 5 of the Schedule.

4. **USE OF LICENCE AREA**

4.1 **Permitted Use**

The Council may use the Licence Area only for the Permitted Use and must not use or allow the Licence Area to be used for any other use without the consent of the Licensor.

4.2 **Offensive activities**

The Council must:

- 4.2.1 not carry on any offensive or dangerous activities on or from the Licence Area; and
- 4.2.2 not create a nuisance or disturbance for the Licensor or for the owners or occupiers of any adjoining property.

4.3 **Statutory Requirements**

The Council must comply with all Statutory Requirements relating to:

- 4.3.1 the Council's use of the Licence Area; and
- 4.3.2 the Permitted Use.

4.4 Dangerous equipment and installations

The Council may only install or use within, or bring onto, the Licence Area equipment and facilities which are reasonably necessary for and normally used in connection with the Permitted Use and must not install or bring onto the Licence Area:

- 4.4.1 any electrical, gas powered or other machinery or equipment that may pose a danger, risk or hazard; or
- 4.4.2 any chemicals or other dangerous substances that may pose a danger, risk or hazard.

4.5 No warranty

The Licensor makes no warranty or representation regarding the suitability of the Licence Area for the Permitted Use or any other purpose.

5. REPAIR AND MAINTENANCE

5.1 Repair

- 5.1.1 The Council must keep and maintain the Licence Area in good and neat condition and repair.
- 5.1.2 The Council must keep and maintain in good repair any fixtures or improvements on or attached to the Licence Area whether or not the Council's Equipment or the property of the Licensor.
- 5.1.3 If the Licensor so requires, the Council must promptly repair any damage to the Land caused or contributed to by the act, omission, negligence or default of the Council.

5.2 Alterations by Council

The Council must not carry out any alterations or additions to the Licence Area without the Licensor's consent.

6. TRANSFERRING, SUBLETTING AND CHARGING

The Council must not transfer, sublicense or charge its interest in the Licence Area or this licence.

7. COUNCIL'S OBLIGATIONS AND RIGHTS

7.1 Quiet enjoyment

Subject to the rights of the Licensor and to the Council complying with the Council's obligations under this licence, the Council may use the Licence Area during the Times of Use throughout the Term without interference from the Licensor.

7.2 Right to enter

The Licensor may enter the Licence Area at any time.

7.3 Emergencies

In an emergency the Licensor may:

- 7.3.1 close or restrict access to the Licence Area; and
- 7.3.2 prevent the Council from entering the Licence Area.

8. END OF LICENCE

8.1 Expiry

This licence comes to an end at midnight on the last day of the Term unless it is terminated earlier by the Licensor or the Council under this licence.

8.2 Removal of improvements and repair of damage

Before this licence comes to an end, the Council must:

- 8.2.1 remove the Services (as defined by special condition 1 in Item 7 of the Schedule) from the Land and reinstate any damage to the Land caused by such removal; and
- 8.2.2 repair any damage to the Licence Area caused by the activities of the Council.

8.3 Holding over

If, with the Licensor's consent, the Council continues to use the Licence Area after the end of this licence, the Council does so under a monthly licence which:

- 8.3.1 either party may terminate on six (6) months' notice given at any time; and
- 8.3.2 is on the same terms as this licence.

9. BREACH

9.1 Payment obligations

The Council must make payments due under this licence:

- 9.1.1 without demand (unless otherwise provided);
- 9.1.2 without set-off, counter-claim, withholding or deduction;
- 9.1.3 to the Licensor or as the Licensor directs; and
- 9.1.4 by direct debit or other means directed by the Licensor.

9.2 The Licensor's rights on breach

If the Council materially breaches any provision of this licence and fails to remedy the breach within a reasonable time (being at least twenty one (21) days) after being requested in writing to do so, the Licensor may terminate this licence by notice in writing to the Council.

9.3 **Right to rectify**

The Licensor may at the Council's cost do anything which the Council should have done under this licence but which the Council has not done within a reasonable time (being at least twenty one (21) days) after being requested in writing to do so.

10. **INDEMNITY AND RELEASE**

10.1 **Risk**

The Council uses the Licence Area at its own risk.

10.2 **Indemnity**

The Council is liable for and must indemnify the Licensor against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death arising as a direct result of:

10.2.1 any act or omission of the Council;

10.2.2 the overflow or leakage of water or any other harmful agent into or from the Licence Area;

10.2.3 any fire on or from the Licence Area;

10.2.4 loss or damage to property or injury or death to any person caused by the Council, the use of the Licence Area by the Council or otherwise relating to the Licence Area;

10.2.5 a breach of this licence by the Council; or

10.2.6 the Council's use of the Licence Area,

and for the avoidance of doubt, the Council is not responsible for any such action, claim, demand, loss, damage, cost or expense to the extent caused or contributed by the act, omission, negligence or default of the Licensor.

10.3 **Release**

The Council releases the Licensor from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Licence Area except to the extent that they are caused by the act, omission, negligence or default of the Licensor.

11. **REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION**

11.1 If as part of any redevelopment or other project conducted by the Licensor that includes the Land (**Redevelopment**), or for any other reason, the Licensor wishes to demolish or acquire vacant possession of the Licence Area or any part of the Licence Area, then the Licensor may terminate this licence subject to the following provisions:

11.1.1 the Licensor must provide the Council with details of the proposed Redevelopment sufficient to indicate a genuine proposal to carry out that Redevelopment within a reasonably practicable time after this licence is to be terminated;

- 11.1.2 at any time after providing the Council with those details, the Licensor may give the Council a written notice of termination of this licence (**Termination Notice**) specifying the date on which this licence is to come to an end being a date not less than six (6) months after the Termination Notice is given. Unless terminated earlier by the Council under clause 11.1.3, this licence comes to an end at midnight on the day specified in the Termination Notice;
- 11.1.3 at any time after receiving a Termination Notice, the Council may terminate this licence by giving not less than seven (7) days written notice to the Licensor; and
- 11.1.4 where either party terminates this licence under this clause, the rights and obligations of the Licensor and the Council under this licence (except with regard to an existing breach) come to an end; rights with regard to an existing breach continue.

12. **GOODS AND SERVICES TAX**

- 12.1 If the Licensor is liable to pay GST in connection with a supply under this licence then:
 - 12.1.1 the consideration for that supply is exclusive of GST;
 - 12.1.2 the Licensor may increase the consideration or the relevant part of the consideration by the GST Rate; and
 - 12.1.3 the Council must pay the increased consideration on the due date for payment by the Council of the consideration.
- 12.2 Where the consideration is increased under this clause, the Licensor must, on or before the date on which the consideration is payable, issue a tax invoice to the Council.
- 12.3 If the Council breaches this clause and as a result the Licensor becomes liable for penalties or interest for late payment of GST, then the Council must pay the Licensor on demand an amount equal to the penalties and interest.

13. **MISCELLANEOUS**

13.1 **Alteration**

This licence may be altered only in writing signed by each party.

13.2 **Approvals, costs and directions**

Where the Council is required:

- 13.2.1 to obtain the Licensor's approval or consent, the Licensor must act in good faith and must not unreasonably withhold or delay such approval or consent.
- 13.2.2 to pay the Licensor's costs pursuant to any obligations under this licence, the Council is only required to pay the Licensor's reasonable costs.
- 13.2.3 to act in accordance with the Licensor's directions or conditions, those directions or conditions must be written and reasonable.

13.3 Entire agreement

This licence:

- 13.3.1 constitutes the entire agreement between the parties about the Licence Area;
- 13.3.2 supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about the Licence Area.

13.4 Waiver

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

- 13.4.1 must be in writing signed by the party giving the waiver;
- 13.4.2 is effective only to the extent set out in the written waiver.

13.5 Exercise of power

- 13.5.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this licence is not a waiver of that power or right.
- 13.5.2 An exercise of a power or right under this licence does not preclude a further exercise of it or the exercise of another right or power.

13.6 Survival

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

14. NOTICE

- 14.1 A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:
 - 14.1.1 in writing, in English and signed by a person authorised by the sender; and
 - 14.1.2 hand delivered, affixed in a prominent position on the Land, or sent by pre paid post or facsimile to the recipient's address or facsimile number specified below, as varied by any Notice given by the recipient to the sender.
- 14.2 A Notice is deemed to be received:
 - 14.2.1 if hand delivered, on delivery;
 - 14.2.2 if affixed in a prominent position on the Land, on affixing;
 - 14.2.3 if sent by prepaid mail, two (2) Business Days after posting (or seven (7) Business Days after posting if posting to or from a place outside Australia);
 - 14.2.4 if sent by facsimile, at the time and on the day shown in the sender's transmission report, if it shows that the entire Notice was sent to the recipient's facsimile number last Notified by the recipient to the sender.

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.

14.3 If two or more people comprise a party, Notice to one is effective Notice to all.

15. **COSTS**

Within thirty (30) days of being provided with a valid tax invoice, Council will reimburse the Licensor all reasonable costs and expenses incurred by the Licensor in relation to the preparation, negotiation and execution of this licence (provided that the Council will not be liable for any amounts exceeding \$1,000 plus GST

Schedule

ITEM 1

Licence Area

That portion of the land comprised in Certificate of Title Volume 5268 Folio 542 marked "Area A" and "Area B" and delineated in green and blue respectively on the plan attached hereto as Annexure 1

ITEM 2

Land

The whole of the land comprised in Certificate of Title Volume 5268 Folio 542

ITEM 3

Term

Fifteen (15) years commencing on 7 April 2021 and expiring at midnight on 6 April 2036

ITEM 4

Times of Use

Twenty four (24) hours a day seven (7) days a week throughout the Term

ITEM 5

Licence Fee

\$1.00 per annum (exclusive of GST) payable annually in advance (if demanded) and pursuant to Special Conditions Item 2

ITEM 6

Permitted Use

Open public plaza for everyday use by the general public, for community gatherings and events, for the installation of the Infrastructure and for such other purposes as detailed in Annexure 2.

ITEM 7

Special Conditions

1. The Licensor acknowledges and agrees that the Council may undertake the following works on the Land (as shown on the plan attached) in a professional manner:
 - (a) install the Infrastructure in accordance with the plans/specifications detailed in Item 3 of Annexure 3, and Annexure 4;
 - (b) install water, sewer and electricity connections together with any associated infrastructure, apparatus and equipment (**Services**) on or under the surface of the Land as in the reasonable opinion of the Council is required for the proper functionality of the Services in accordance with the Austrian Standards and detailed in Annexure 2 and Item 1 of Annexure 3.
2. The Licensor irrevocably and unconditionally grants to the Council and all persons authorised by the Council (including but not limited to the general public and Council's agents, servants, workmen and contractors) a full free and unrestricted right, in common with the Licensor and all others authorised by the Licensor, to occupy and use and, pass and repass over, the Licence Area all times for all purposes of and incidental to a public plaza as if the Licence Area formed part of the adjoining footpath / road reserve free of hindrance or obstruction on the part of the Licensor..

3. The Licensor irrevocably and unconditionally grants a full and free unrestricted right and liberty or licence power and authority for to the Council and its agents, servants, workmen, contractors, invitees and others authorised by the Council from time to time and at all times to enter and remain upon and to break the surface of, dig, open up and use the Land for the purposes of:
- (a) laying down, constructing, fixing, taking up, repairing, replacing, re-laying or examining any ducts, pipes, cables, drips, valves, fittings, meter connections and any other equipment in connection with the Services whether on or below the surface of the Licence Area as in the opinion of the Council shall be necessary or useful in connection with or incidental to the Services and to enter the Land at any time for such purposes;
 - (b) locating on or erecting on or under the Licence Area any other plant, equipment or other infrastructure for the purpose of the Services and of using and maintaining the same and to enter the Land for such purposes;
 - (c) transmitting and/or allowing for the proper flow of the Services across the Licence Area; and
 - (d) for such purposes as aforesaid a full free and unrestricted right and liberty of ingress, egress and regress from time to time and at all times hereafter for the Council and its agents, servants, workmen, contractors, licensees and others authorised by it with or without vehicles, plant and equipment of any description through, over, across and along the Licence Area.

EXECUTED as an agreement

DATED

[INSERT EXECUTION CLAUSE FOR]
THE UNITING CHURCH IN AUSTRALIA PROPERTY TRUST (S.A.)
[insert wording]

.....
INSERT

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INSERT

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insert

.....
insert

THE COMMON SEAL of CITY OF HOLDFAST BAY
was hereunto affixed in the presence of:

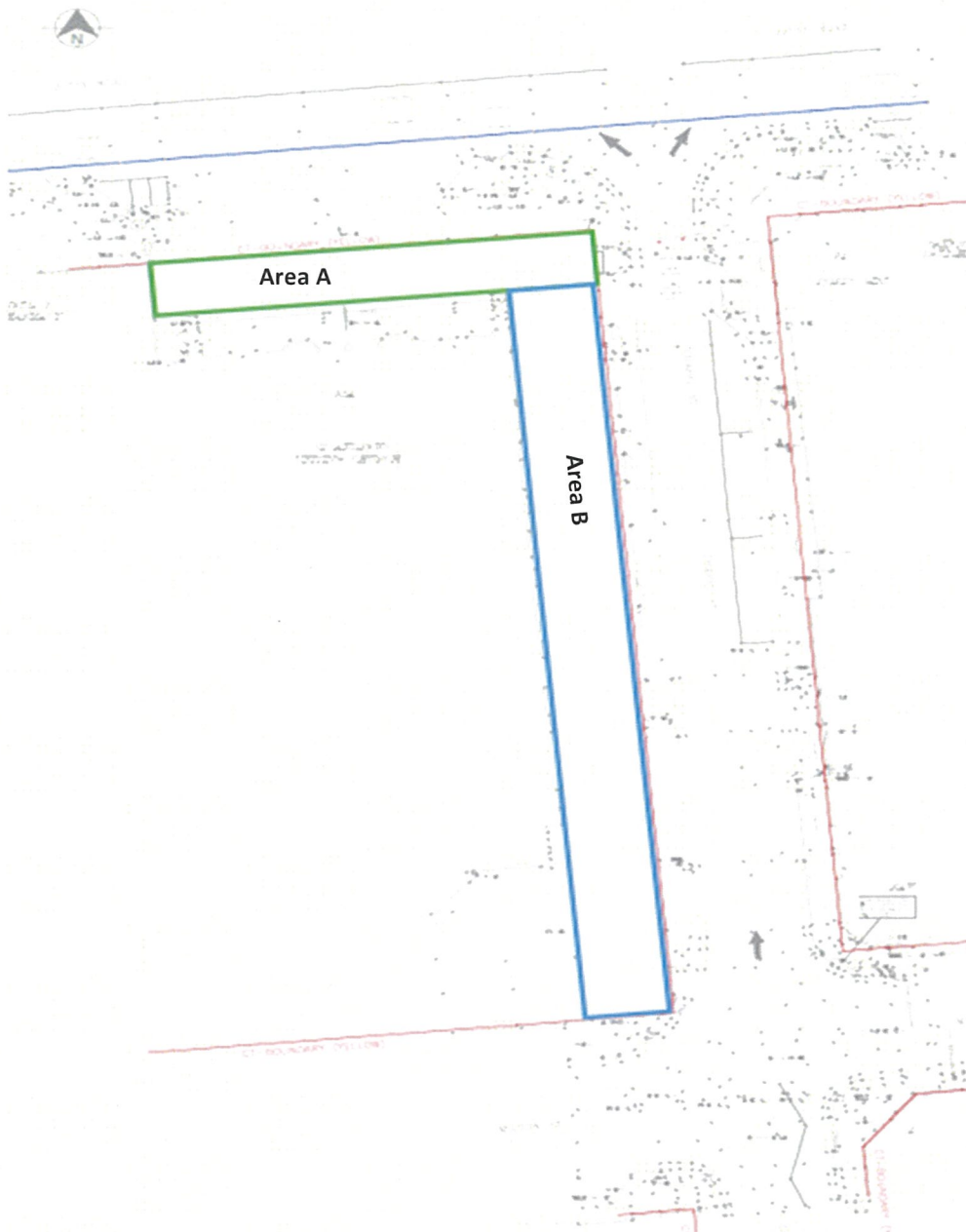
.....
Mayor

.....
Chief Executive Officer

Annexure 1 – The Licenced Areas

Pursuant to Item 2 of the Schedule the below map details the area of the land that forms part of the Licence. For ease of identification the area under this Licence is categorised into two (2) portions namely:

1. Area A comprising the Northern Area as delineated in green below; and
2. Area B comprising the Western Area as delineated in blue below



Annexure 2 – Permitted Use

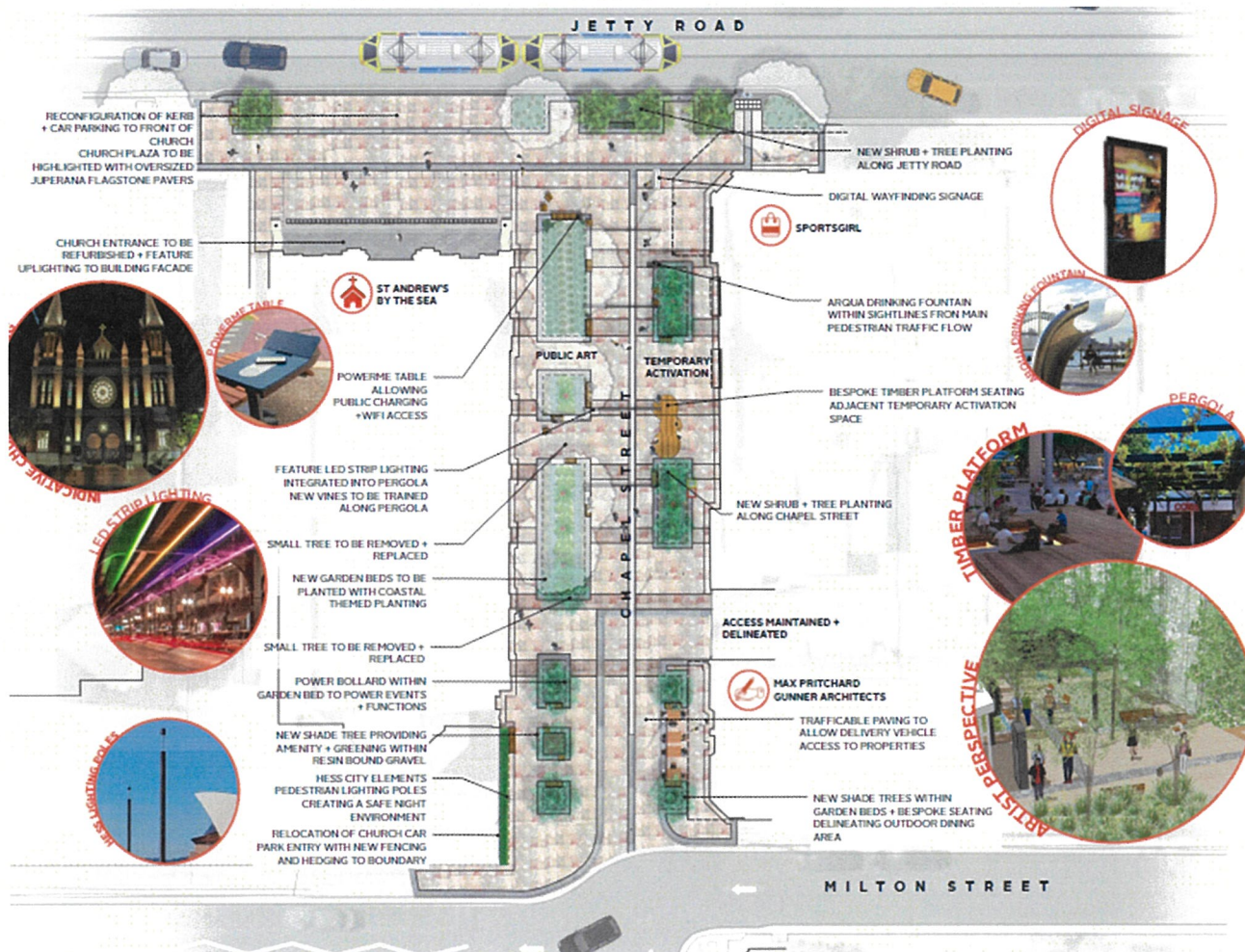
Pursuant to Item 6 of the Schedule and without limiting anything else herein contained, Council's Permitted Use of the Licence Area includes but is not limited to:

1. Access to the Licenced Area to construct Infrastructure on:
 - a. Areas A and B as per the approved design detailed in Annexure 4; and
 - b. Areas A and B to install decorative lighting to enhance the Church façade.
2. Unlimited permission to allow Infrastructure commissioned by the Council to remain on Areas A and B
3. No other infrastructure is to be installed permanently or temporary (exceeding 1 week) on Areas A and B without approval from the Council, at their absolute discretion
4. Unlimited access to Area A for passive public access for pedestrians
5. Limited access to Areas A and B for events approved by the Licensor at their absolute discretion
6. Unlimited and unrestricted access by the Council to Areas A and B to undertake cleaning and maintenance activities.
7. Limited access for the Council's and public service utilities infrastructure to be installed underground and remain on the Licence Area, for example infrastructure to support creative lighting.
8. The Licensee must allow unobstructed access to the mountable kerb and Church steps adjacent Area A.

Annexure 3 Delivery of Infrastructure

1. Delivery of the Infrastructure referenced in this Licence is at the absolute discretion of the City of Holdfasts Bay (Council). The Council may make adjustments and amend the design and associated infrastructure from time to time.
2. The City of Holdfast Bay will fund the installation of the infrastructure specified in this License and undertake the maintenance and cleansing for these asset as determined necessary. This should also be consider as part of the fee for the use the of the Licences area.

Annexure 4 Artists Impression of the Chapel Plaza Design



Attachment 2



Adelaide

Level 10, 60 Waymouth Street
Adelaide SA 5000

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Valuation

Portions of 90-92A Jetty Road Glenelg SA 5045

Under instructions from:

Ms Lisa Olsen
Team Leader Commercial & Leasing (Acting)
City of Holdfast Bay
Brighton Civic Centre
24 Jetting Road
BRIGHTON SA 5048

On behalf of:

City of Holdfast Bay

McGees (SA) Pty Ltd
ABN 98 504 916 044

Liability limited by a scheme approved under Professional Standards Legislation

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SUMMARY

| | |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Address | Portions of 90-92A Jetty Road Glenelg SA 5045 |
| Instructions | To assess the market value or special value as applicable, for strategic advisory and negotiations purposes, of the freehold interest of the subject properties. |
| Property Description | <p>The land under review comprises two marginally different portions of the parent site. The parent site is a large, prominent corner land parcel improved with a Local and State Heritage listed church.</p> <p>The areas of interest are two overlapping sections of the eastern portion of the site extending along the boundary adjoining Chapel Street. The land is presently disposed as paved footpath with public seating, gardens beds and established trees.</p> |
| Title Reference(s) | Portions of Volume 5268 Folio 542 |
| Registered Proprietor(s) | The Uniting Church in Australia Property Trust (S.A.) |
| Zoning | District Centre Zone, Glenelg Policy Area 2 |
| Parent Site Land Area | 2,273 m ² (approx.) |
| Portion A Land Area | 205 m ² (approx.) 9.02 % of parent site |
| Portion B Land Area | 182 m ² (approx.) 8.01 % of parent site |
| Critical Issues | <ul style="list-style-type: none"> The global COVID-19 outbreak impacted market conditions throughout 2020 and continues to pose a risk 2021. The health and economic situations in South Australia continue to evolve and there remains a level of uncertainty and risk. Broadly speaking South Australia has managed to control the spread of the virus reasonably well compared to many jurisdictions. That said, in November 2020 the emergence of the 'Parafield Cluster' and the consequent reintroduction of social and trading restrictions emphasised the fragility of 'business as normal' whilst the virus remains. As at the Date of Valuation case numbers remain low in South Australia, however it is important that this continually be monitored together with the impact of any potential social and trading restrictions. |

- The land areas of Portion A and Portion B are estimates only based on the parent Title, measurements taken onsite, aerial imagery and the plan provided by our instructing party. These areas should be confirmed by survey.
- The land under review comprises portion(s) only of the parent site. It is not currently a separately saleable asset and our assessment reflects the value range of the land as a proportion of the parent site. Given the unique nature of the land under review there is an increased level of professional judgement and subjectivity associated with the assessments.
- We have assumed a willing seller. Should this not prove to be the case there may be an argument for a premium price over our assessed value ranges (subject to Councils desire to secure the land). Conversely, there is no alternate buyer of the land. As such, if the owner is desirous to sell Council may be able to negotiate a discount to the assessed range, reflective of the lack of alternate buyers.

Recommendations

- Commission a survey to determine exact land areas proposed for purchase.

Assumptions and Qualifications

- While all reasonable endeavours have been made to clarify the accuracy of the information provided, it is assumed the information provided by our instructing party consists of a full and frank disclosure of all information that is relevant.
- Where possible, within the scope of our retainer and instructions, and limited to our expertise as valuers, we have reviewed the information provided to us. Based upon our review, we have no reason to believe that the information provided is not fair and reasonable or that material facts have been withheld. However, our enquiries are necessarily limited by the nature of our role.
- We have assumed the property is free of all easements, encumbrances and interests other than those listed on the Certificate(s) of Title and there are no encroachments outside the boundaries of the plan.
- We have assumed all necessary town planning and building approvals for the existing development have been obtained and complied with.
- We have assumed the improvements are structurally sound with no major service defects and comply with relevant Statutory Authority codes and standards.

- We have assumed a willing seller and willing buyer.
- The use of the parent property as a church is not contained within the List of Potentially Contaminating Activities, Industries and Land Uses identified in Appendix 2 of the Australian Real Property Guidance Note 1 - Land Contamination Issues. We are not experts in the detection or quantification of environmental problems. This valuation is made on the assumption that there are no actual or potential contamination issues affecting the value or marketability of the property. Should subsequent investigation show that the site is contaminated this valuation may require revision.
- We are not aware of any Native Title claims or any aboriginal heritage sites associated with the subject property. Our assessment has been completed on the assumption that there are no actual or potential Native Title claims or impacts. Should this prove incorrect this valuation will need to be reviewed.
- This executive summary is an abstract of the contents contained within the body of this report. This summary is to be read in conjunction with the body of the report and any appendix attached, and is subject to all comments therein. This summary is not to be relied upon in isolation.

COVID-19 Impact

- The outbreak of the Novel Coronavirus (COVID-19) was declared a 'Global Pandemic' by the World Health Organisation on 11 March 2020. We have seen global financial markets and travel restrictions and recommendations being implemented by many countries, including Australia.
- In response to the COVID-19 pandemic and associated economic impact the Australian Property Institute (API) declared a 'Time of Crisis and/or State of Emergency' effective 29 March 2020. In addition, a 'Significant Valuation Uncertainty' protocol was issued. The real estate market is being impacted by the uncertainty that the COVID-19 outbreak has caused. Market conditions continue to change daily. As at the Date of Valuation we consider that there is a significant market uncertainty.
- Broadly speaking South Australia has managed to suppress the spread of the virus reasonably well compared to other jurisdictions. That said, on 15 November 2020 SA Health announced the first locally acquired cases of COVID-19 in South Australia since July 2020.

The 'Parafield Cluster' resulted in the reintroduction of trading restrictions across multiple sectors for a short period. This outbreak provided a reminder of the potential for further disruptions if the virus returns to the community.

- This valuation is current at the Date of Valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of factors that the Valuer could not reasonably have been aware of as at the Date of Valuation). We do not accept responsibility or liability for any losses arising from such subsequent changes in value.
- Our valuation has assumed a normalisation of market and operational conditions commensurate to that experienced prior to the COVID-19 pandemic and associated restrictions. We have assumed a normalisation within the shorter term (e.g. the next 12 months). Should a prolonged period of uncertainty and disruption occur this valuation will require review.
- Given the valuation uncertainty noted, we recommend that the user(s) of this report review this valuation periodically.
- It is important to recognise that the current economic situation is as a result of a health crisis, rather than any particular underlying problem in the economy or for that matter the real estate market in South Australia. As such, once the COVID-19 virus has been adequately contained and/or eliminated and 'business as usual' resumes it is likely that any downswing in demand (and potentially values) could be recovered in a reasonably short time frame thereafter. However how long the current economic crisis persists is unknown as at the Date of Valuation.

Date of Inspection 10 February 2021
Date of Valuation 10 February 2021 (Refer Section 1.4)

Valuation

| | |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Approaches Adopted | Direct Comparison |
| Special Value Range Portion A | \$100,000 to \$155,000 GST Exclusive (One Hundred Thousand Dollars to One Hundred and Fifty Five Thousand Dollars) |
| Special Value Range Portion B | \$90,000 to \$135,000 GST Exclusive (Ninety Thousand Dollars to One Hundred and Thirty Five Thousand Dollars) |

This Valuation is made subject to the assumptions, remarks and qualifications contained in the following REPORT and is for the use only of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this SUMMARY in isolation. Neither the whole nor any part of this SUMMARY or any reference to it may be included in any document, circular or statement without our written approval of the form and context in which it will appear.

Neither McGees Property nor the signatory to this SUMMARY have any interest financial, pecuniary or otherwise in, or with parties associated with the subject of this assessment that would conflict with the independent valuation of the property. We confirm that this position will be maintained until the purpose for which this valuation is being obtained is completed.

When a report has been provided in digital form only and has not been received directly from McGees Property the report should be verified with the issuing office as bona fide. If the reader of the report suspects that the report has been tampered with in any way we recommend the reader contact McGees Property.

McGEES PROPERTY



TOM ROWE
B. Bus. Prop. (Valuation)
Associate of the Australian Property Institute
Certified Practising Valuer

SIGNED this 4th day of March 2021.

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APPENDICES

Letter of Instructions

Parent Title Search

Development Plan Extract

Photographs

Site Plan

REPORT

1.0 INSTRUCTIONS

1.1 Brief

Written instructions were received via email dated 3 February 2021 from Ms Lisa Olsen, Team Leader Commercial & Leasing (Acting), City of Holdfast Bay to assess the market value or special value as applicable of the freehold properties for strategic advisory and negotiation purposes.

The report has been prepared for the private and confidential use of the City of Holdfast Bay and it may not be reproduced in whole or in part or relied upon for any other purpose or by any party other than the above without our written authority.

A copy of the Letter of Instructions is contained in the Appendices.

1.2 Purpose of Valuation

This valuation has been prepared on behalf of the City of Holdfast Bay for strategic advisory and negotiation purposes and complies with the Australia and New Zealand Valuation and Property Standards (dated January 2012).

We confirm that:

- The statements of fact presented in the report are correct to the best of our knowledge.
- The analysis and conclusions are limited only by the reported assumptions and qualifications and conditions.
- Our fee is not contingent upon any aspect of the report.
- The valuation was performed in accordance with an ethical code and performance standards.
- We have satisfied professional education requirements.
- We have experience in the location and category of the property being valued.
- We have made a personal inspection of the property.

1.3 Date of Inspection

10 February 2021

1.4 Date of Valuation

10 February 2021

The valuation is based on the following definitions and is current as at the Date of Valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). Liability for losses arising from such subsequent changes in value is excluded as is liability where the valuation is relied upon after the expiration of three months from the Date of the Valuation or such earlier date if you become aware of any factors that have an effect on the valuation.

1.5 Basis of Valuation

1.5.1 Market Value

The International Valuation Standards Council (IVSC) defines market value as:

"The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing where the parties had each acted knowledgeably, prudently and without compulsion."

The value assessment assumes a professional marketing campaign and reflects a selling period of no more than six months unless otherwise stated.

1.5.2 Special Value

The International Valuations Standards Council (IVSC) does not define Special Value.

However Special Value of land is generally regarded as the additional financial value of any advantage to the owner that is over and above market value at the time of transfer and that is directly connected to the ownership and use of the land.

1.5.3 Equitable Value

The International Valuations Standards Council (IVSC) defines Equitable Value as:

"The estimated price for the transfer of an asset or liability between identified knowledgeable and willing parties that reflects the respective interests of those parties."

1.5.4 Highest and Best Use

"Highest and best use" may be defined as that legal and profitable use found to be physically possible, appropriately supported and financially feasible, and which results in the highest value.

1.5.5 Valuer's Interest

Neither McGees Property nor its valuers have any pecuniary interest in, or with parties associated with the subject of this assessment that would conflict with the independent valuation of the property.

1.5.6 GST

We are not experts in GST legislation or implementation. Unless otherwise stated our valuation has been completed on a GST exclusive basis. Furthermore, all sales information herein has been detailed on a GST exclusive basis unless otherwise stated.

1.5.7 Valuation Uncertainty

Due to COVID-19 global pandemic and the ongoing economic fallout it has caused, we highlight the following definition of "Valuation Uncertainty" as provided by the Australian Property Institute:

"The possibility that the Valuer's professional opinion as to the Market Value of the asset may differ from the price that could be achieved in a transfer of the asset as at the valuation date, assuming all other market conditions and variables remain constant."

1.5.8 Market Evidence

The majority of market evidence detailed (if not all) reflects conditions prior to the current economic crisis. Indeed, the current response to COVID-19 means that we are faced with an unprecedented set of circumstances on which to base a judgement. We highlight the API endorsed definition of 'Valuation Uncertainty' previously detailed herein and consequently less certainty and a higher degree of caution should be attached to our valuation. We strongly recommend frequent valuation updates.

1.5.9 Market Uncertainty

The market is being impacted by the uncertainty caused by the COVID-19 pandemic. As at the date of valuation we consider that there is market uncertainty resulting in significant valuation uncertainty.

This valuation is therefore reported on the basis of 'significant valuation uncertainty'. As a result, less certainty exists than normal and a higher degree of caution should be attached to our valuation than normally would be the case. Given the unknown future impact that COVID-19 might have on markets, we recommend that the user(s) of this report review this valuation periodically.

This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of factors that the valuer could not reasonably have been aware of as at the date of valuation). We do not accept responsibility or liability for any losses arising from such subsequent changes in value.

2.0 PARENT TITLE PARTICULARS

2.1 Real Property Description

Allotments 60 and 61 in Filed Plan No. 5539
in the area named Glenelg, Hundred of Noarlunga

Certificate of Title Volume 5268 Folio 542

2.2 Registered Proprietor(s)

The Uniting Church in Australia Property Trust

2.3 Easements, Encumbrances and Interests

- Nil.

Qualification

Our valuation is based on the attached copy of the current parent Title search provided by our instructing party and assumes that the property is free of all easements, encumbrances and interests other than those recorded on the Title. We have also relied upon the site plan provided by our instructing party.

Copies of the parent Title and site plan provided are contained within the Appendices of this report.

As no current survey has been sighted, the valuation is made on the basis that there are no encroachments or restrictions by or upon the property and this should be confirmed by a Survey Report and/or advice from a registered surveyor. If any encroachments are noted on the Survey Report, we should be consulted to reassess any affect on the value stated in this report.

3.0 PLANNING AND DEVELOPMENT CONTROLS

3.1 Local Authority

Holdfast Bay Council

3.2 Zoning

Under *The Development Plan for the City of Holdfast Bay* (consolidated 26 November 2020) the land is situated in the DISTRICT CENTRE ZONE. Within this zone the property lies in POLICY AREA 2 (GLENELG).

The principal objectives of this zone are as follows:

- Objective 1: Centres that accommodate a range of retail facilities, offices, consulting rooms, and cultural, community, public administration, entertainment, educational, religious and residential facilities to serve the community and visitors within the surrounding district.
- Objective 2: Development of visually and functionally cohesive and integrated district centres.
- Objective 3: Centres accommodating medium to high-density residential development in conjunction with non-residential development.
- Objective 4: District centres that have a distinctive and attractive shopping strip character, with a predominance of shop windows and entrances, sited close to street frontages.
- Objective 5: Uses and activities providing, in convenient and accessible groupings, convenience goods and comparison goods to serve the day-to-day, weekly and tourist needs of the community.
- Objective 6: Development of public and private car parking areas located and designed to be convenient to the users of the centres with a minimum of impact upon adjoining residential areas.
- Objective 7: The provision of facilities to enhance the function and amenity of the zone for pedestrians.
- Objective 8: Development that contributes to the desired character of the zone.

The principal objectives of this policy area are as follows:

- Objective 1: A policy area that has a distinctive and attractive shopping strip character based on low-scale buildings, with a predominance of shop windows and entrances, sited close to street frontages.
- Objective 2: An integrated district shopping and business centre that enhances the metropolitan significance of Moseley Square and the foreshore as a seaside recreation, entertainment and leisure places for the broader population and visitors to Adelaide.
- Objective 3: A high degree of pedestrian activity and a vibrant street-life with well lit and engaging shop fronts and business displays including alfresco seating and dining facilities and licensed areas.
- Objective 4: Development that contributes to the desired character of the policy area.

The desired character statements can be seen in full in the appended zoning extract.

An extract of the relevant section of the Development Plan is copied into the Appendices.

The Planning and Design Code (the Code) was proposed to be introduced to metropolitan Councils in mid-2020 however was delayed. It is now proposed to be introduced to these jurisdictions on 19 March 2021. The Code will replace all development plans and be the single source of planning policy for the State. Our assessment assumes the current use and potential uses will be permitted and continue moving forward.

3.3 Heritage Listing

The parent property is listed on both the Local and State Heritage Registers.

The “external form, materials and detailing” of Uniting Church and Hall is Local Heritage listed. The State Heritage listing pertains to the building footprint of St Andrews Uniting (former Congregational) Church and Hall. The following significance statement is attached to the Heritage listing:

“St Andrew’s Uniting Church is an excellent example of a Victorian neo-Baroque church, a style typically used by non-conformist denominations during the second half of the nineteenth century in SA. It is one of a set of churches (including North Adelaide and Norwood) which characterise the confidence and wealth of the Congregational denomination at that time. It is also indicative of the continued development of Glenelg as a city separate from Adelaide. Its adjacent Hall, as the first church on the site, is a significant early church building in South Australia.”

The Development Plan for the City of Holdfast Bay states, inter alia, that a heritage place should not be demolished, destroyed or removed, in total or in part. The only exception relates to safety concerns.

3.4 Native Title

We are not aware of any Native Title claims or any aboriginal heritage sites associated with the subject property. Our assessment has been completed on the assumption that there are no actual or potential Native Title claims or impacts.

3.5 Certificate of Classification

For the purpose of this valuation we have assumed that all necessary town planning approvals and consents for the existing development have been obtained and are compliant.

3.6 Statutory Assessment

For rating and taxing purposes the statutory assessed values of the property as determined by the Department for Infrastructure and Transport (Land Services SA) released 1 July 2020 and dated 1 January 2020 are as follows:

| Valuation No. | CT Ref. | Site Value | Notional Site Value | Capital Value | Notional Capital Value |
|---------------|----------|-------------|---------------------|---------------|------------------------|
| 1251020000 | 5268/542 | \$4,550,000 | \$1,850,000 | \$4,650,000 | \$2,150,000 |

This information was obtained from the SA Integrated Land Information System (SAILIS) administered by Land Services SA (LSSA) and is assumed to be correct.

4.0 ENVIRONMENTAL

4.1 Site Contamination

The below comments and observations are to be considered in the knowledge that we do not purport to be environmental experts.

The below questionnaire provides a summary of our observations.

| Question | McGees Observation |
|-----------------------------------------------------------------------------------------------|--------------------|
| Is the current use a listed potentially contaminating land use? | No |
| Is a known previous use a listed potentially contaminating land use? | No |
| Does the property have or require an EPA Licence for the current use? | No |
| Is the property registered on the EPA site contamination index? | No |
| Are there any known underground storage tanks (USTs) onsite? | No |
| Do adjacent properties appear to be utilised for a listed potentially contaminating land use? | No |

The current use of the parent property as a church and hall is not contained in the List of Potentially Contaminating Activities, Industries and Land Uses identified in Appendix 2 of the Australian Real Property Guidance Note 1 - Land Contamination Issues.

A visual site inspection does not reveal any obvious contamination. We are not aware of any environmental issues affecting the property. We are not experts in the detection or quantification of environmental problems and, have not carried out a detailed environmental investigation. This valuation is made on the assumption that there are no actual or potential contamination issues affecting the value or marketability of the property.

If verification is required that the property is free from contamination and has not been affected by contaminants of any kind, this could be obtained from a suitably qualified environmental professional. Should subsequent investigation show that the site is contaminated this valuation may require revision.

4.2 Flooding

Flooding does not appear to be a risk under normal climatic conditions.

4.3 Bushfire

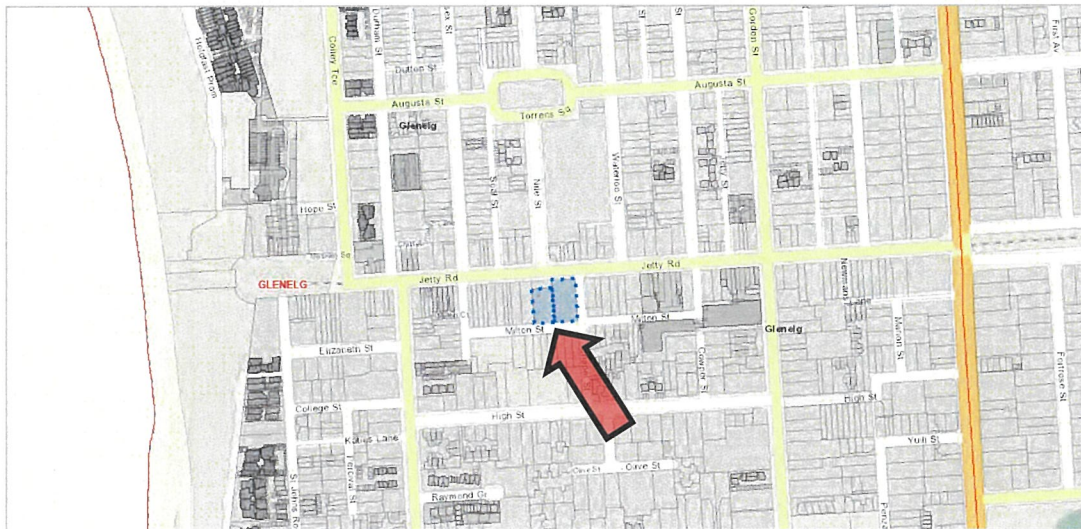
The property is not located within a known bushfire risk area.

5.0 LOCATION AND SERVICES

5.1 Location and Surrounding Development

The subject property is located within Glenelg, metropolitan Adelaide's premier retail and commercial coastal suburb, approximately 11 kilometres south-west of the Adelaide Central Business District. More particularly, the parent site is located on the south-western corner of Jetty Road and Chapel Street, approximately 400 metres east of the foreshore.

Surrounding development on Jetty Road is retail in nature, with residential development prevalent elsewhere in the suburb. St Mary's Memorial School is located to the south of the parent site.



5.2 Roads, Access and Exposure

Jetty Road is a retail 'high street'. It provides for a single lane of traffic in each direction, plus on-street car parking. It also accommodates a tram line. The road is bitumen and concrete sealed with concrete gutters and paved footpaths to the periphery.

Chapel Street is a narrower, one-way roadway which provides for traffic travelling in a northerly direction only (towards Jetty Road). It provides on-street car parking to the eastern side (opposite the subject). It is bitumen sealed with concrete gutters and paved footpaths to the periphery.

5.3 Services and Amenities

Services available to the parent site appear to include electricity, gas, town water, sewerage and telephone/data.

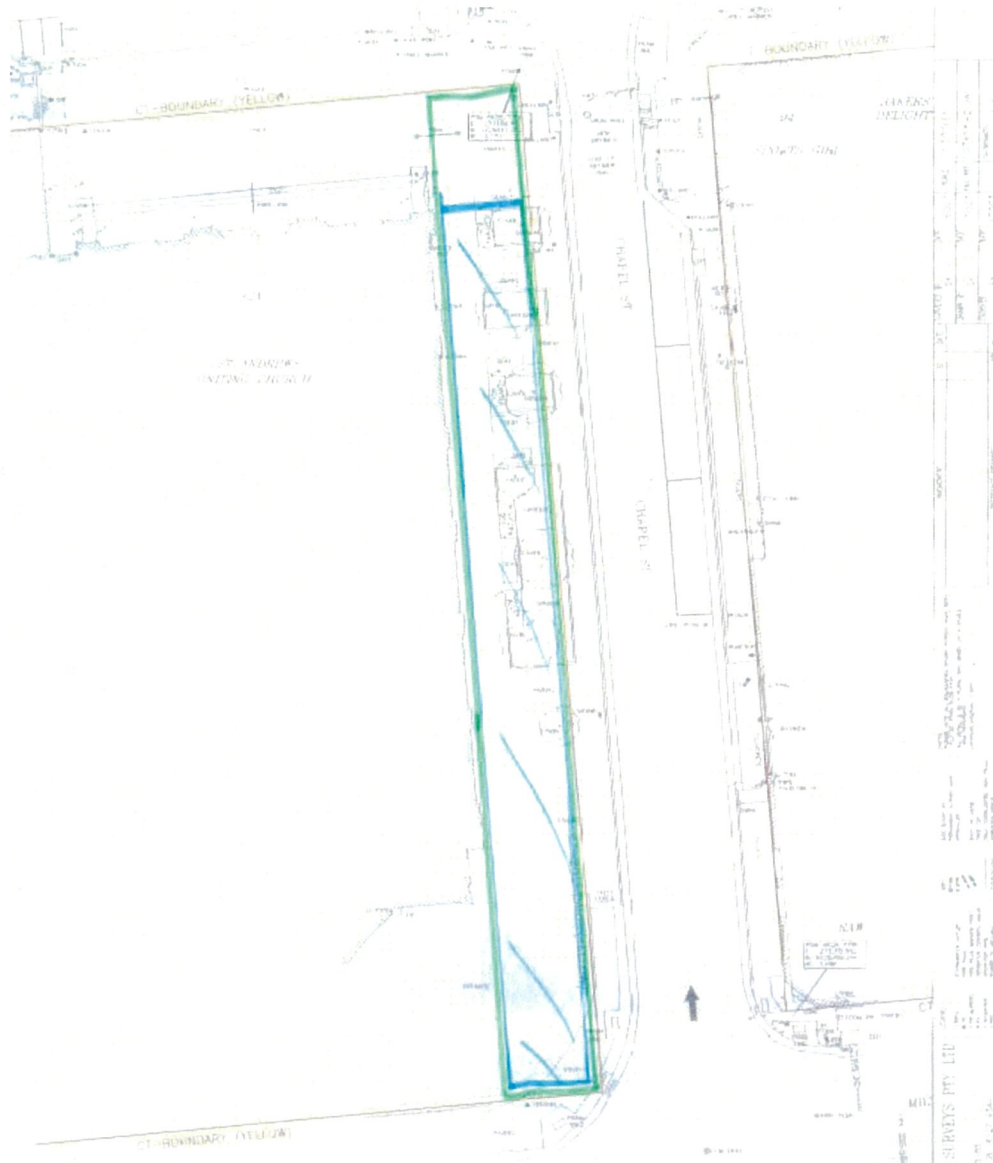
We are unaware of any planned changes in the area, such as amended road patterns, population and demographic movements, Council requests or plans, which may result in an adverse affect to the market value of the property.

6.0 LAND

6.1 Synopsis

The subject of this assessment pertains to two overlapping portions of the parent site which extend along the eastern boundary adjoining Chapel Street. Portion A (**green**) extends the full length of the eastern boundary, whereas Portion B (**blue**) terminates in line with the building footprint, setback from Jetty Road. We have been advised by Council that the land is circa 1.0 metre setback to the west from the building.

The below extract of the plan provided by our instructing party provides an indicative outline of the land under review.



6.2 Parent Site

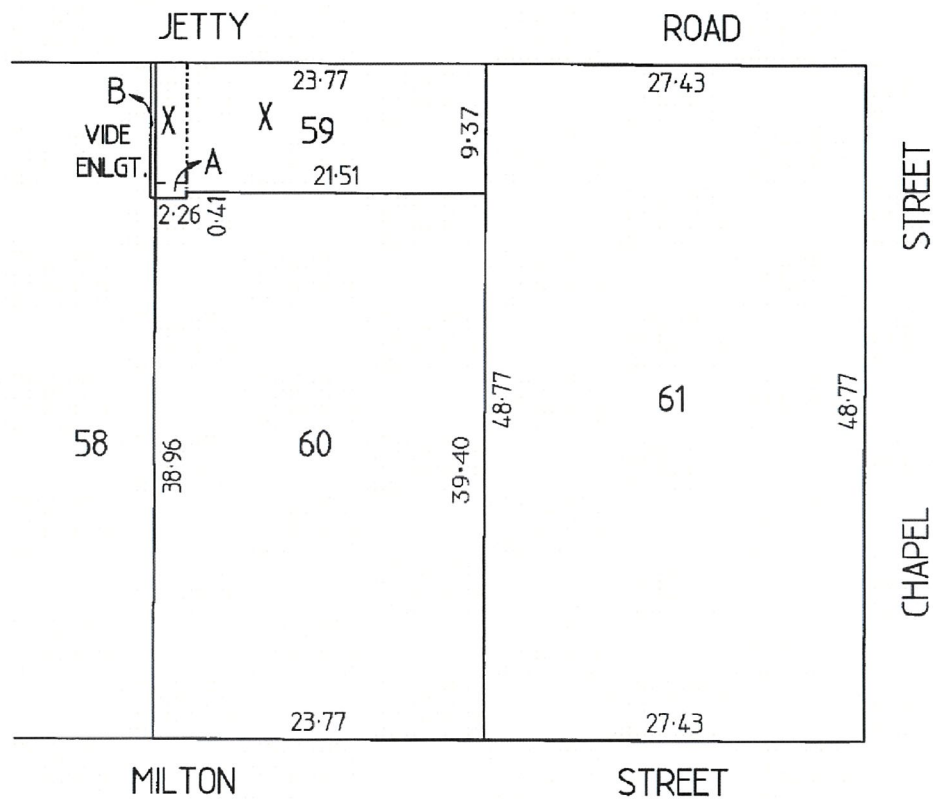
6.2.1 Land Area

2,273 m² (approx.)

6.2.2 Shape and Dimensions

A slightly irregular shaped site held over two contiguous allotments. The land has three road frontages comprising 27.43 metres to Jetty Road, 48.77 metres to Chapel Street and 51.20 metres to Milton Street. The western boundary is 38.96 metres. The north-western corner of the site is setback from the Jetty Road frontage.

The below image details the parent site, being Lot 60 and 61.



6.2.3 Topography

The land is of level contour.

6.3 Portion A

6.3.1 Land Area

205 m² (approx.)

9.02% of the parent site

6.3.2 Shape and Dimensions

An elongated, rectangular shaped portion of land. This section of the parent site extends the full length of the western boundary adjoining Chapel Street, from the northern boundary to Jetty Road to the southern boundary to Milton Street. The western boundary is 48.77 metres. We have estimated the width of Portion A to be circa 4.20 metres or thereabouts.

6.3.3 Residual Land of Parent Parcel

2,068 m² (approx.)

6.4 Portion B

6.4.1 Land Area

182 m² (approx.)

8.01% of parent site

6.4.2 Shape and Dimensions

A similar elongated rectangle. Portion B does not extend to Jetty Road, instead terminating adjacent the edge of the church. We have estimated the site to be circa 43.27 metres by 4.20 metres or thereabouts.

6.4.3 Residual Land of Parent Parcel

2,091 m² (approx.)

6.5 Qualification

The land areas of Portion A and Portion B are estimates only. These areas have been calculated from dimensions on the Parent Title, measurements taken onsite, aerial images and information provided by our instructing party. They are estimates only and are subject to a formal survey.

We are unaware of any outstanding Governmental orders or the possibility of future orders being imposed, e.g. road resumptions or any other form of resumptions.

7.0 IMPROVEMENTS

The parent site is improved with a Local and State Heritage listed church and adjoining hall (original church).

The land under review is positioned to the western boundary of the parent site and is presently utilised as a footpath. The land is paved and has several fixed seats, garden beds and established trees (we are advised these works were undertaken by Council).

Our assessment pertains to the underlying land component only.



8.0 OCCUPANCY

Our assessment has been undertaken on a vacant possession basis.

9.0 MARKET EVIDENCE

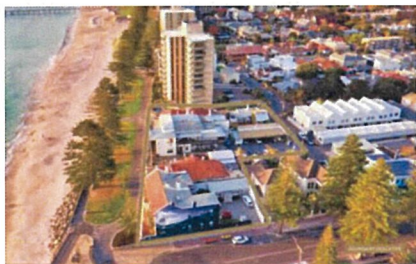
9.1 Sales Evidence

In assessing the market value of the land component, we have obtained and analysed evidence of comparable properties.

In compiling the following market evidence we have relied on a range of external sources including publicly available information, subscription to information databases and information generally provided verbally by others such as real estate agents, property managers, property valuers and consultants. In many instances we have not had access to the original source material. Although we have endeavoured to the best of our ability to confirm the accuracy of the information provided, we have had to rely on some of this information in good faith. We are unable to state with absolute certainty that the information upon which we have relied is consistent with the contractual arrangements between the relevant parties.

The Department for Infrastructure and Transport does not currently differentiate between or record whether or not a transaction is inclusive or exclusive of GST. Where we have not been able to verify the status of a transaction, we have assumed the recorded information is inclusive of GST and have made appropriate adjustments to establish a GST exclusive figure.

Sales of vacant land holdings (or development holdings) on prime retail strips such as Jetty Road are scarce. As such, in order to best establish the likely underlying land value of the parent site and subject land portions, we have reviewed a number of sales across metropolitan Adelaide. The sales provide a varying degree of insight, however overall provide a reasonable base to establish the land value of the land under review herein. The following schedule details several transactions we have reviewed and relied on in making our assessment.

| | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|------------------------|----------------------------------|
| 1 |  | Address: | 21-25 South Esplanade Glenelg |
| | | Purchase Price: | \$20,200,000 |
| | | Date: | December 2020 |
| | | Land Area: | 3,485 m ² |
| | | Land Analysis: | \$5,796/m ² |
| General Comment A substantial beachfront development site held over six Certificates of Title. The site has two road frontages, a northern boundary adjoining a public walkway, and a fourth boundary adjacent the beach (circa 80 metres). The site is improved with the Seawall Apartments, a mixture of apartments sizes across seven buildings. Three of the buildings are Local Heritage listed. The site is located approximately 400 metres south of the Glenelg jetty. The property is located within the Residential High Density Zone, within Policy Area 15 (Urban Glenelg), and within Precinct 4 (Five Storey). Development up to five storeys (18.50 metres) permitted. There may be scope for higher buildings towards the northern boundary as a scaling down from the adjoining 12 storey precinct (subject to consents). The property settled in December 2020, pursuant to a Contract signed in December 2019. Purchased by Chasecrown with plans for luxury residential apartment development. | | | |

| | | | |
|---|-----------------------------------------------------------------------------------|------------------------|-------------------------------------------|
| 2 |  | Address: | 62-100 O'Connell Street North Adelaide |
| | | Purchase Price: | \$25,500,000 |
| | | Date: | Refer to comments |
| | | Land Area: | 7,535 m ² |
| | | Land Analysis: | \$3,384/m ² |

General Comment

The property comprises arguably the most prominent infill mixed use development site in greater Adelaide, being located on a retail and restaurant high street in North Adelaide. The island site is of level contour and is held over 27 Certificates of Title, with a street frontage to O'Connell Street of circa 120.09 metres. The site is zoned Main Street (O'Connell Street). The site is a "catalyst site" under the City of Adelaide development regulations which can allow greater density development than the planning controls (subject to consents). Developer Commercial & General secured the site from the City of Adelaide in late 2020/early 2021 for a reported sum of \$25,500,000 GST exclusive. The purchase is a staggered settlement with \$1,000,000 payable initially, \$6,000,000 upon the commencement of construction, and the balance paid as the end product/properties are sold. The site is proposed to be redeveloped as a multiple building, mixed retail, commercial and residential use. The site was previously purchased in February 2018 by the City of Adelaide for \$34 million GST exclusive (\$4,512/m²). The 2018 purchase price was in excess of three independent valuations and was generally accepted to include a level of special value to Council, who were eager to secure the landmark site after it had been vacant for a circa three decades. The 2018 purchase was partially funded by a \$10 million State Government grant.

| | | | |
|---|------------------------------------------------------------------------------------|------------------------|---------------------------------|
| 3 |  | Address: | 69-73 Prospect Road Prospect |
| | | Purchase Price: | \$4,750,000 |
| | | Date: | December 2018 |
| | | Land Area: | 2,760 m ² |
| | | Land Analysis: | \$1,721/m ² |

General Comment

A large corner site held over three Certificates of Title. The site has a frontage of approximately 53.35 metres to Prospect Road, with a return frontage of 47.85 metres to Pulsford Road. The site also has rear access via a Right of Way. Improved with two detached buildings together with at-grade car parking. Total building area of 841 square metres, which is currently operated as Blackwell Funerals and as a dance/arts studio (former church). The property was sold with a holding income of \$103,902 gross per annum GST exclusive. Zoned Urban Corridor, within the High Street Policy Area, with development up to four storeys permitted. Purchased by a development group with intentions for mixed retail and residential use over multiple storeys.

| | | | |
|---|-------------------------------------------------------------------------------------|------------------------|-----------------------------------|
| 4 |  | Address: | 336-340 Brighton Road Brighton |
| | | Purchase Price: | \$2,050,000 |
| | | Date: | March 2020 |
| | | Land Area: | 2,014 m ² |
| | | Land Analysis: | \$1,018/m ² |

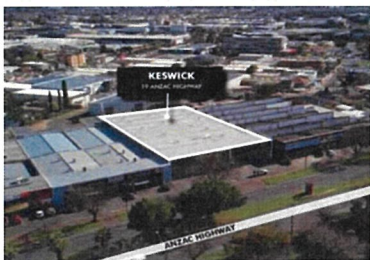
General Comment

A vacant corner site held over three Certificates of Title. The site has a frontage of approximately 49.14 metres to Brighton Road and 42.01 metres to Francis Street. Zoned Neighbourhood Centre.

| | | | |
|---|-----------------------------------------------------------------------------------|------------------------|-------------------------------|
| 5 |  | Address: | 382-388 Brighton Road Hove |
| | | Purchase Price: | \$2,125,000 |
| | | Date: | June 2017 |
| | | Land Area: | 4,597 m ² |
| | | Land Analysis: | \$462/m ² |

General Comment

A large corner site with a frontage to Brighton Road of approximately 82 metres and a southern boundary adjoining a rail line. The site is former Brighton Town Hall and adjoining lawn bowls green, held over two Certificates of Title. The former town hall is Local and State Heritage listed (circa 428 square metres). The majority of the site (circa 80%) is zoned Neighbourhood Centre, with the remaining 20% or so (at the rear) zoned Residential, Policy Area 5 (Medium Density). The heritage listed hall has been retained, renovated and converted to office accommodation. The balance of the land has been redeveloped as a child care centre.

| | | | |
|---|------------------------------------------------------------------------------------|------------------------|-----------------------------|
| 6 |  | Address: | 19 Anzac Highway Keswick |
| | | Purchase Price: | \$6,600,000 |
| | | Date: | August 2020 |
| | | Land Area: | 3,615 m ² |
| | | Land Analysis: | \$1,826/m ² |

General Comment

A rectangular shaped site held over six Certificates of Title. The site is located on the in-bound (north-western) side of Anzac Highway, within the inner south-western suburb of Keswick. Rear access provided. The site is improved with a circa 3,000 square metre showroom warehouse of sawtooth roof design. Previously occupied by Kimberly James Furniture. Zoned Urban Corridor, within Policy Area 34 (Boulevard). Development up to eight storeys (32.5 metres) in height permitted. The property was sold 'off market' by commercial agents. Purchased by Nick Scali Limited with intentions to redevelop the site as a 'flagship store'.

10.0 METHODOLOGY AND RATIONALE

10.1 Highest and Best Use

Real property is valued in terms of its “highest and best use” which may be defined as the most probable use of a property which is physically possible, appropriately justified, legally permissible, financially feasible and which results in the highest value for the property being valued.

The parent parcel is developed with a Local and State Heritage listed church and hall. The heritage restrictions upon the building (entire building footprint) and the prevailing development controls forbidding the redevelopment or demolition of such buildings, materially impact the potential uses of the site. The highest and best (and perhaps only legally permissible) use of the parent site is for a continuation of the current use.

10.2 Methodology

When considering the purpose of this valuation, more particularly to assess the market value of the land which may be vested with Council, there are two recognised methodologies.

One is the ‘Before and After’ Approach. Utilising this approach, a value of the parent site (unimproved) is determined prior to the proposed boundary realignment and a value is assessed post realignment. The difference in the two values represents the market value of the land to be vested with Council. In both instances the primary methodology typically utilised in determining the value of a residential property, both ‘before’ and ‘after’ is the Market Approach (Comparable Transactions Method/Direct Comparison Method), whereby the market value is determined by direct comparison with sales of comparable properties.

The second methodology is the ‘Piecemeal’ Approach. Utilising this approach, the value of the land to be vested with Council is determined as part of the parent site, recognising that the land is not saleable as a separate parcel. The application of this approach is typically utilised for relatively minor proportions of land and for residential property typically involves the Market Approach (Direct Transactions Method/Direct Comparison Method) to determine the market value of the parent property on an unimproved basis (land only) to derive a pro-rata rate to apply to the land to be acquired.

Portion A and Portion B represent 9.02% and 8.01% of the parent site area respectively. It is our view that the Piecemeal valuation approach will result in the most accurate assessment of value.

We note however the heritage restrictions over the parent site. It is not an unencumbered land parcel with scope for higher intensity development. The land is heavily restricted in use and potential. Whilst the heritage buildings have notionally been disregarded the constraints on development on the land have not. In comparison to the unconstrained nature of the balance of the site it is appropriate to discount the land value.

In relation to the subject land specifically (Portion A and B), this section of the site is not impacted by the heritage to the same degree. It is not built upon, currently comprising footpath and seating areas. It is, in our view, realistic that this land could potentially be put to some alternate use (subject to necessary consents). That said, any use of this land would likely be smaller scale, potentially lighter weight construction and would require unique design characteristics as to not impact the adjacent heritage church. We highlight however that the land is not a separately saleable parcel. Our assessment has been undertaken as an apportionment of the land value of the parent site.

10.3 Piecemeal Approach

We have detailed a number of sales transactions within Section 9.1 which reflect a very broad range of analysed land rates. Whilst we have given consideration to all the sales detailed, we consider it prudent to provide some extra commentary around several transactions in particular.

A recent settlement of a substantial ocean/beachfront site in Glenelg reflects the highest underlying land rate of \$5,796 per square metre. Given the locational attributes of this sale property and the scope for five storey (and potentially higher) residential development, a far lower land rate would be attributable to the parent site.

A recent sale in North Adelaide provides some reasonable insight. The former Le Cornu site has been sold to a local developer for a reported price of \$3,384 per square metre of land area (well below what the Adelaide City Council paid three years prior). This is a landmark island site in North Adelaide with a frontage of circa 120 metres to O'Connell Street. In our view, a lower underlying land value is supported for the parent site.

A circa 2,014 square metre vacant corner site in Brighton sold in early-2020 for \$2,050,000 GST exclusive, or \$1,018 per square metre of land area. The site is zoned Neighbourhood Centre, however, is in a far inferior location compared to Jetty Road, Glenelg. A higher unencumbered land rate is considered supported.

Finally, we note an older sale on Brighton Road, Hove from mid-2017. This relatively large site achieved an analysed land rate of \$462 per square metre of land area (the lower end of the range). This site was encumbered by a Local and State Heritage listed building which was required to be retained in the redevelopment of the site. Whilst we acknowledge that the subject property (parent site) is in a far superior location, this sale does provide some insight into the determinantal affect a heritage restriction can have on the analysed land rate. Based on the more recent sale on Brighton Road, Brighton (detailed above) this sale in Hove represents a discount over 50 percent (recognising that the market has shifted in the interim period).

Reconciliation

The parent site is circa 2,273 square metres of prime retail/commercial land within Glenelg. If the land was vacant and unencumbered, we would anticipate strong demand likely. However, it is important to recognise the implications to the land value as a consequence of the Local and State Heritage restrictions placed upon the existing built form. Whilst the buildings have been notionally disregarded in order to assess the land value, the restrictions placed upon the land have not. More particularly, that the site is not free to be developed for any use permitted under the zoning. A heritage restriction of this nature is hugely encumbering to the site and as a consequence greatly impacts the value of the land.

Noting the above comments, on an unencumbered basis (disregarding heritage restrictions), we would suggest a land rate in the order of say \$2,250 to \$2,750 per square metre would likely be achievable. We have adopted the midpoint of \$2,500 per square metre as the unencumbered value of the land. However, on an encumbered, heritage impacted basis this is not considered warranted, and needs to be further discounted.

The appropriate level of discount to apply to the land component is rather subjective and a matter of professional judgement. The parent site is particularly impacted by the heritage classification, with the State Heritage listing pertaining to the building footprint in its entirety (more encumbering than say a building façade only). Furthermore, the unencumbered land rate (excluding heritage) is reflective of a prime retail/commercial land holding and the appeal such a site would generate. This unencumbered land rate is substantially undermined by the heritage restrictions, and as such we have formed the view that a substantial discount is warranted.

However, we do also recognise that under both scenarios (Portion A and Portion B), the land area is still reasonably large. Furthermore, the estimated dimensions of this land suggest that subject to necessary approvals it is likely that something could perhaps be constructed on the land (potentially transportable or light weight), or at least the land could be put to a high intensity use.

We note our previous analysis of two sales on Brighton Road which suggested a discount in excess of 50 percent. We also note that the Valuer General has adopted a discount of circa 60 percent in the assessment of the Notional Site Value reflective of the heritage impact. In our view a slightly higher discount is warranted.

In this instance we have formed the view that a discount in the order of 70 to 80 percent to the unencumbered land rate is appropriate. This results in an encumbered (heritage impacted) land rate of \$500 to \$750 per square metre.

The below table provides a summary of the (rounded) special value ranges adopted for Portion A and Portion B.

| Component | Land Area (m ²) | Land Rate (\$/m ²) | Special Value Range (GST Excl.) |
|-----------|-----------------------------|----------------------------------------------|---------------------------------|
| Portion A | 205 m ² | \$500/m ² to \$750/m ² | \$100,000 to \$155,000 |
| Portion B | 182 m ² | \$500/m ² to \$750/m ² | \$90,000 to \$135,000 |

We note that we have assumed a willing seller and willing buyer. Should a willing seller not be forthcoming an argument could be made that a premium over and above the value ranges above may be warranted. This is however entirely subject to Council's desire (need or want) to secure the site and the motivation (or lack thereof) of the owner. Conversely, it should also be recognised that there is no realistic alternate buyer of the land other than Council. As such, assuming a willing seller scenario, a case could be made that Council may wish to negotiate a discount to the above ranges to reflect the lack of alternate buyers. Again, this is dependent on each parties motivations.

11.0 VALUATION

In accordance with our instructions and any qualifications detailed herein, we assess the Special Value Range of **Portions of 90-92A Jetty Road, Glenelg SA 5045** for strategic advisory and negotiation purposes as at **10 February 2021** to be:

| | |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| Special Value Range Portion A | \$100,000 to \$155,000 GST Exclusive (One Hundred Thousand Dollars to One Hundred and Fifty Five Thousand) |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|

| | |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Special Value Range Portion B | \$90,000 to \$135,000 GST Exclusive (Ninety Thousand Dollars to One Hundred and Thirty Five Thousand Dollars) |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|

This Valuation is made subject to the assumptions, remarks and qualifications contained in this REPORT and is for the use only of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this REPORT. Neither the whole nor any part of this REPORT or any reference thereto may be included in any document, circular or statement without our written approval of the form and context in which it will appear.

Neither McGees Property nor the signatory to this REPORT have any interest financial, pecuniary or otherwise in, or with parties associated with the subject of this assessment that would conflict with the independent valuation of the property. We confirm that this position will be maintained until the purpose for which this valuation is being obtained is completed.

When a report has been provided in digital form only and has not been received directly from McGees Property the report should be verified with the issuing office as bona fide. If the reader of the report suspects that the report has been tampered with in any way we recommend the reader contact McGees Property.

McGEES PROPERTY



TOM ROWE
B. Bus. Prop. (Valuation)
Associate of the Australian Property Institute
Certified Practising Valuer

SIGNED this 4th day of March 2021.

LETTER OF INSTRUCTIONS

Subject: FW: Valuation Quote re portion of 92A Jetty Road Glenelg
Attachments: St Andrews area of Land value.pdf; CT_5268_542 - Allots 60 and 61 in FP 5539 (St Andrews Church).pdf; Historical Search for CT_5268_542 - Allots 60 and 61 in FP 5539 (St Andrews Church).pdf; FP 5539.pdf

From: Lisa Olsen <LOlsen@holdfast.sa.gov.au>
Sent: Wednesday, 3 February 2021 9:34 AM
To: Tom Rowe <trowe@adl.mcgees.com.au>
Subject: RE: Valuation Quote re portion of 92A Jetty Road Glenelg

Hi Tom,

Hope all is well with you.

Can you please proceed on the basis of the below quote, but decrease the width of each parcel by approximately 1 metre on the church side?

Thanks,



LISA OLSEN
Team Leader Commercial & Leasing (acting)
City of Holdfast Bay
08 8229 9871
0417 819 127
lolsen@holdfast.sa.gov.au
holdfast.sa.gov.au



Brighton Civic Centre
24 Jetty Road, Brighton SA 5048

From: Lisa Olsen
Sent: Wednesday, 27 January 2021 1:31 PM
To: 'Tom Rowe' <trowe@adl.mcgees.com.au>
Subject: RE: Valuation Quote re portion of 92A Jetty Road Glenelg

Hi Tom,

Thanks so much for this. I am seeking instructions and will revert asap.

Kind regards,



LISA OLSEN

Team Leader Commercial & Leasing (acting)

City of Holdfast Bay

08 8229 9871

0417 819 127

lolsen@holdfast.sa.gov.au

holdfast.sa.gov.au



Brighton Civic Centre

24 Jetty Road, Brighton SA 5048

From: Tom Rowe <trowe@adl.mcgees.com.au>
Sent: Wednesday, 27 January 2021 1:01 PM
To: Lisa Olsen <LOlsen@holdfast.sa.gov.au>
Subject: RE: Valuation Quote re portion of 92A Jetty Road Glenelg

Hi Lisa,

I am well thank you, trust you are the same.

We would be delighted to assist here.

Our fee to prepare a valuation of the two areas of land would be \$+gst.

In terms of timing, I would suggest 7-10 business days from instruction to proceed.

I confirm that this matter is strictly confidential.

Please let me know if you wish to proceed and I will have a file prepared.

Kind regards

Tom



there is a difference...

Tom Rowe AAPI, CPV Associate Director - Valuation & Professional Services

M 0421 964 331 **T** 08 8414 7833 **F** 08 8231 1143 **E** trowe@adl.mcgees.com.au

Level 10, 60 Waymouth Street, Adelaide, S.A. 5000 **W** adl.mcgees.com.au

■ Sales ■ Leasing ■ Property Management ■ Valuation ■ Advisory



PARENT TITLE SEARCH

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 5268 Folio 542

| | | | | |
|---------------------|-----------------|-----------|----------------|------------|
| Parent Title(s) | CT 2357/125 | | | |
| Creating Dealing(s) | CONVERTED TITLE | | | |
| Title Issued | 22/05/1995 | Edition 4 | Edition Issued | 30/04/2020 |

Estate Type

FEE SIMPLE

Registered Proprietor

THE UNITING CHURCH IN AUSTRALIA PROPERTY TRUST (S.A.)
OF 212 PIRIE STREET ADELAIDE SA 5000

Description of Land

ALLOTMENTS 60 AND 61 FILED PLAN 5539
IN THE AREA NAMED GLENELG
HUNDRED OF NOARLUNGA

Easements

NIL

Schedule of Dealings

NIL

Notations

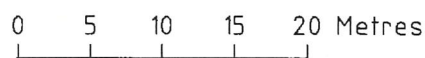
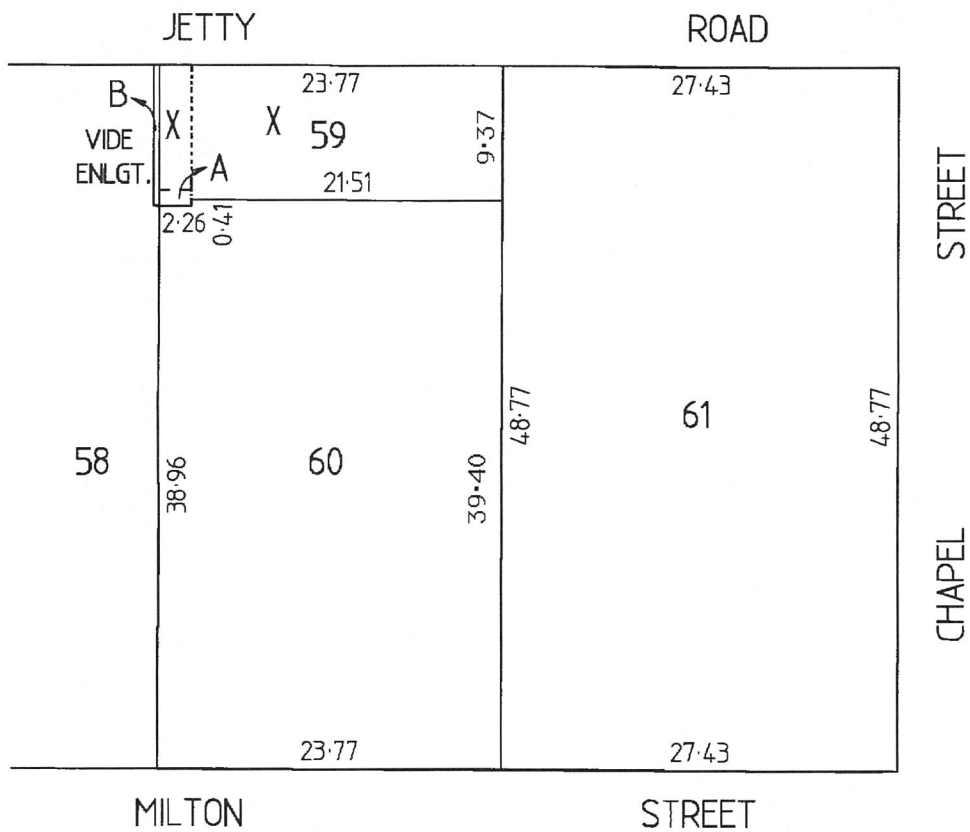
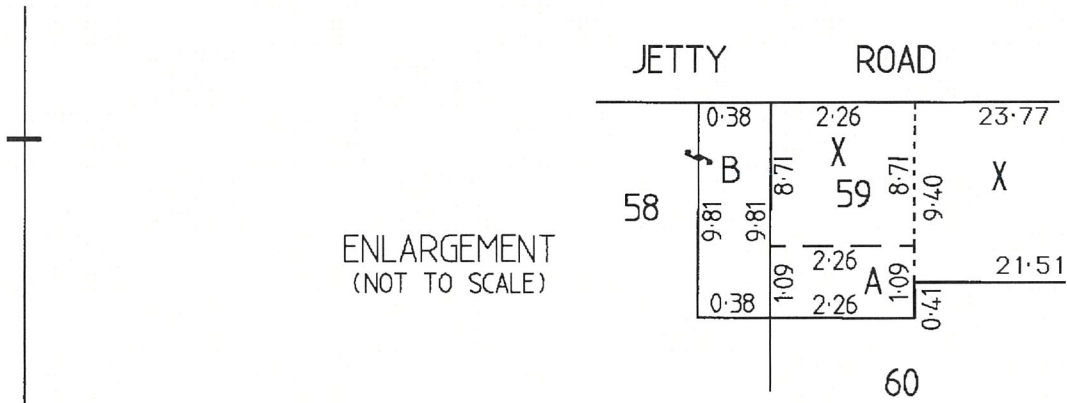
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|--------------------------|-----|
| Dealings Affecting Title | NIL |
| Priority Notices | NIL |
| Notations on Plan | NIL |

Registrar-General's Notes

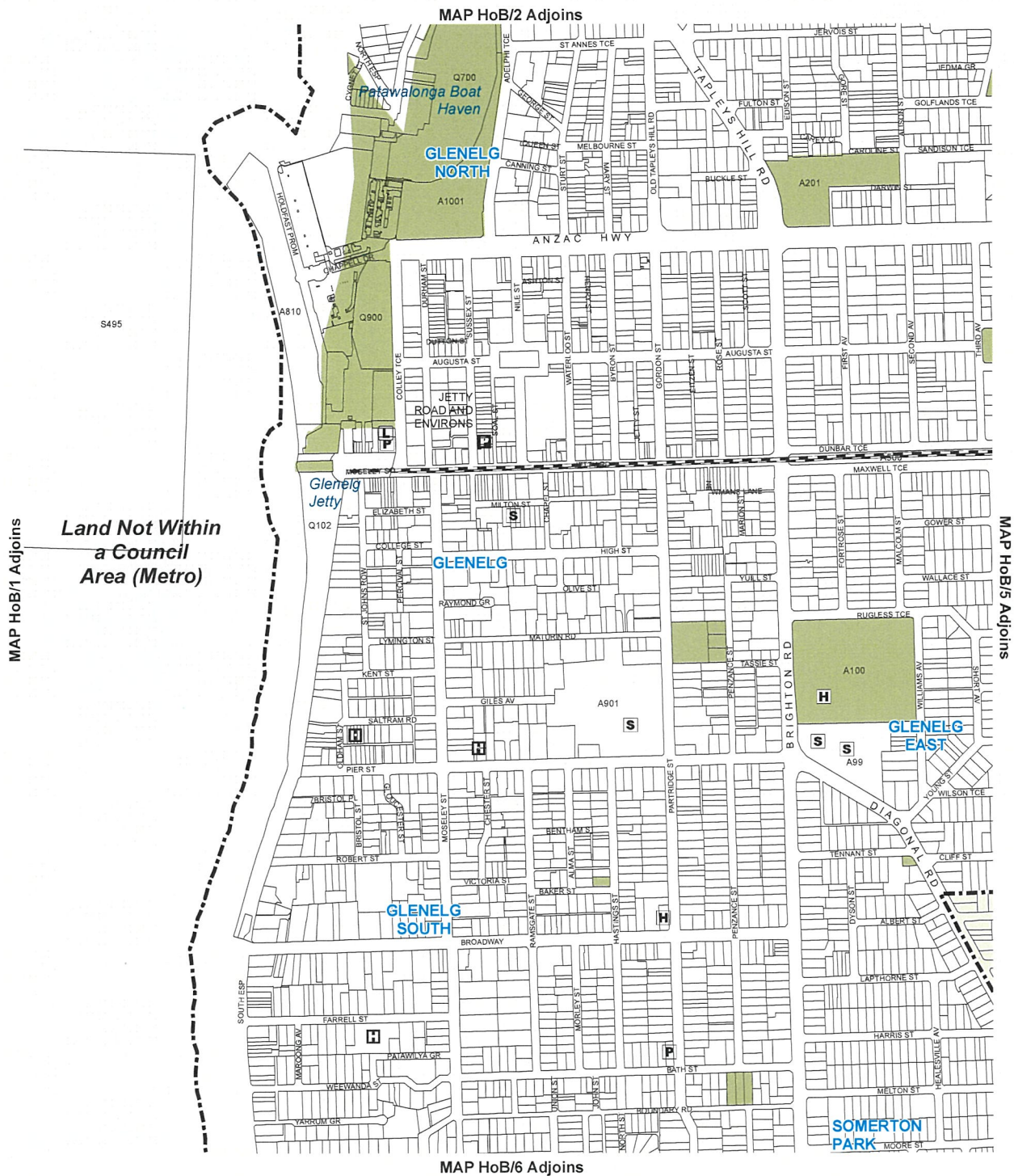
PLAN FOR LEASE PURPOSES VIDE G134/2005
APPROVED FILED PLAN FOR LEASE PURPOSES FX53446
NEW EDITION CREATED DUE TO EXPIRATION OF LEASE

Administrative Interests

CONFIRMED IN SA HERITAGE REGISTER 12/07/2001

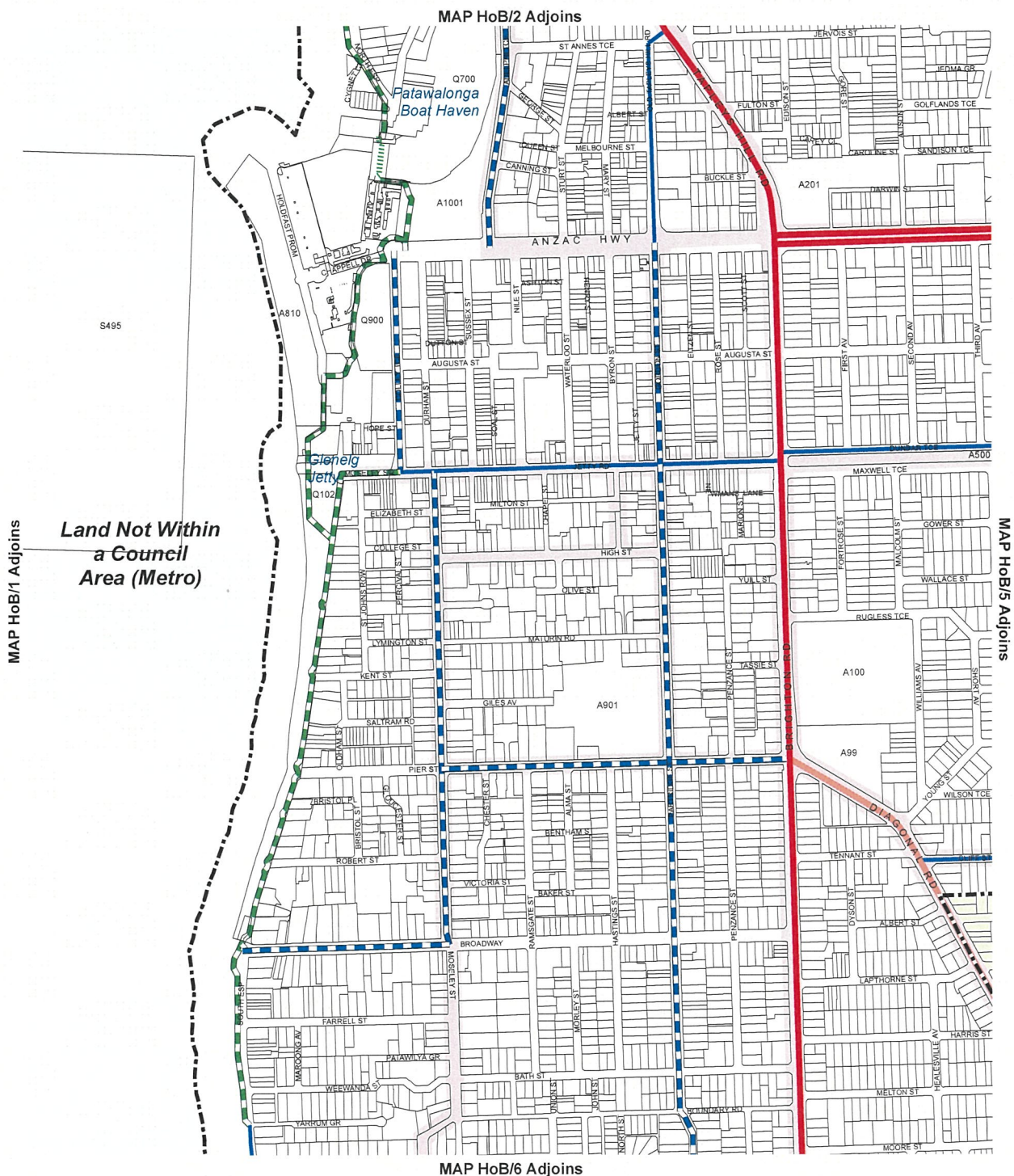


DEVELOPMENT PLAN EXTRACT



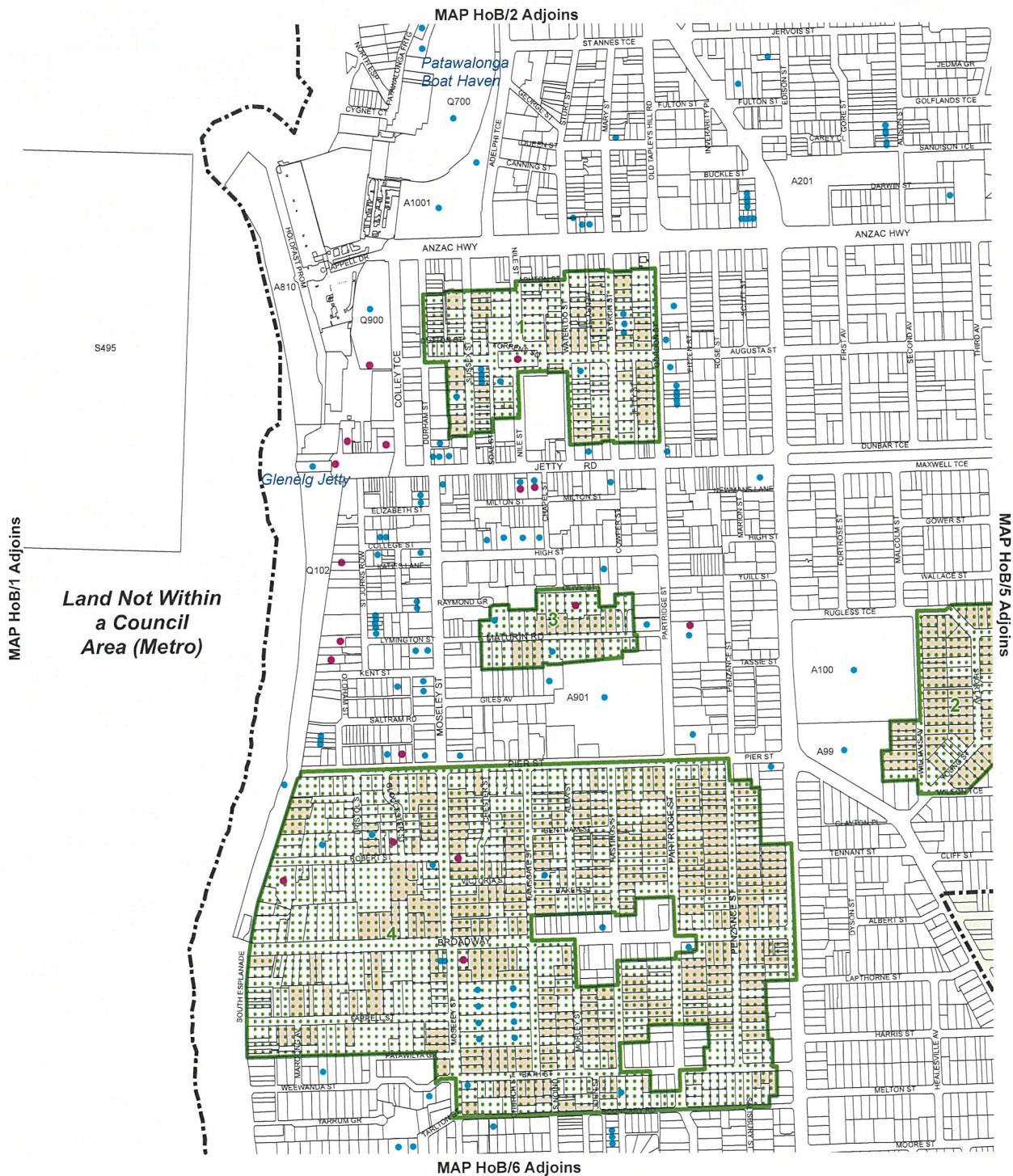
Location Map HoB/4

HOLDFAST BAY COUNCIL
Consolidated - 26 November 2020



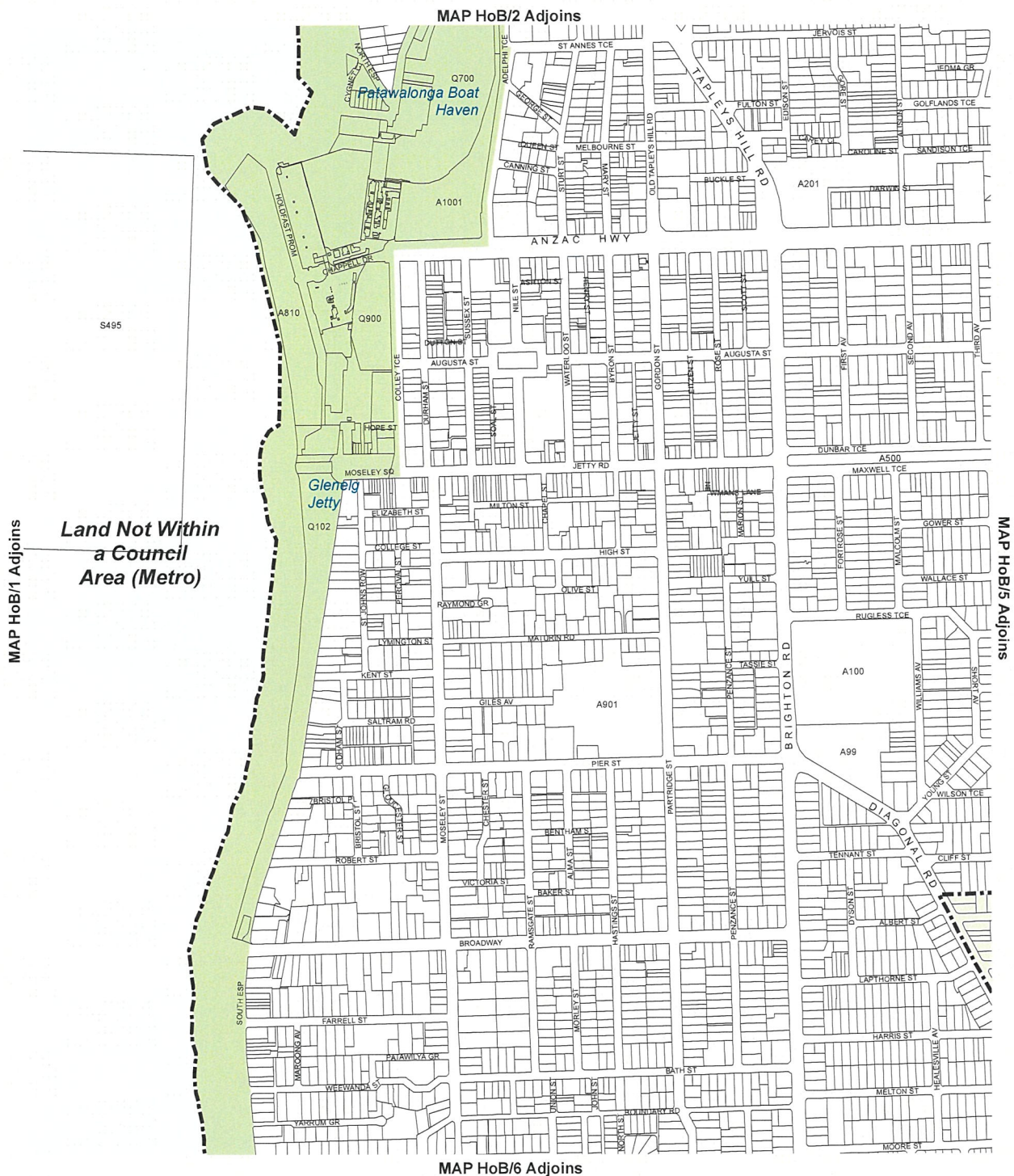
Overlay Map HoB/4 TRANSPORT

HOLDFAST BAY COUNCIL
Consolidated - 26 November 2020



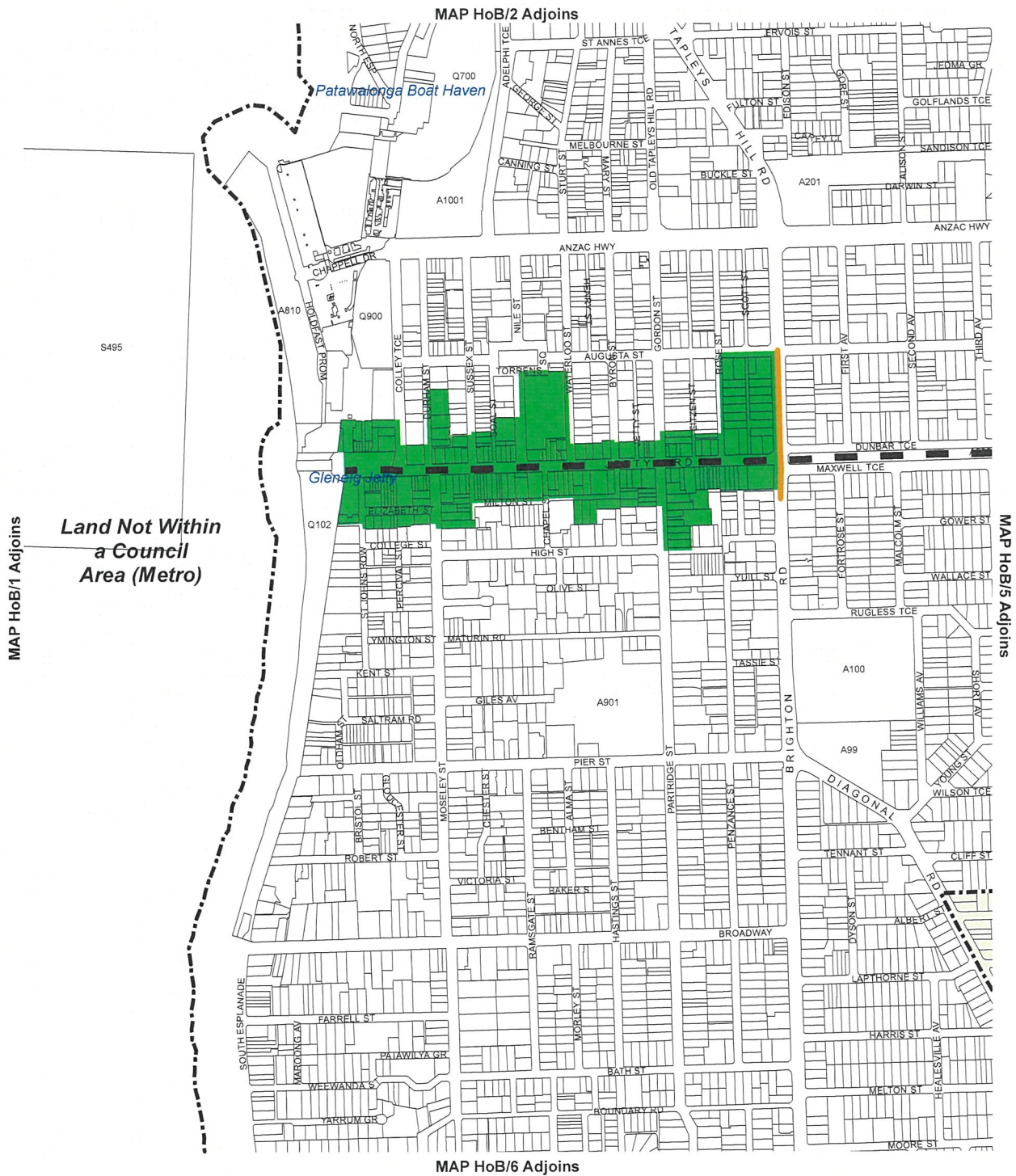
Overlay Map HoB/4 HERITAGE

HOLDEAST BAY COUNCIL
Consolidated - 26 November 2020



Overlay Map HoB/4 NATURAL RESOURCES

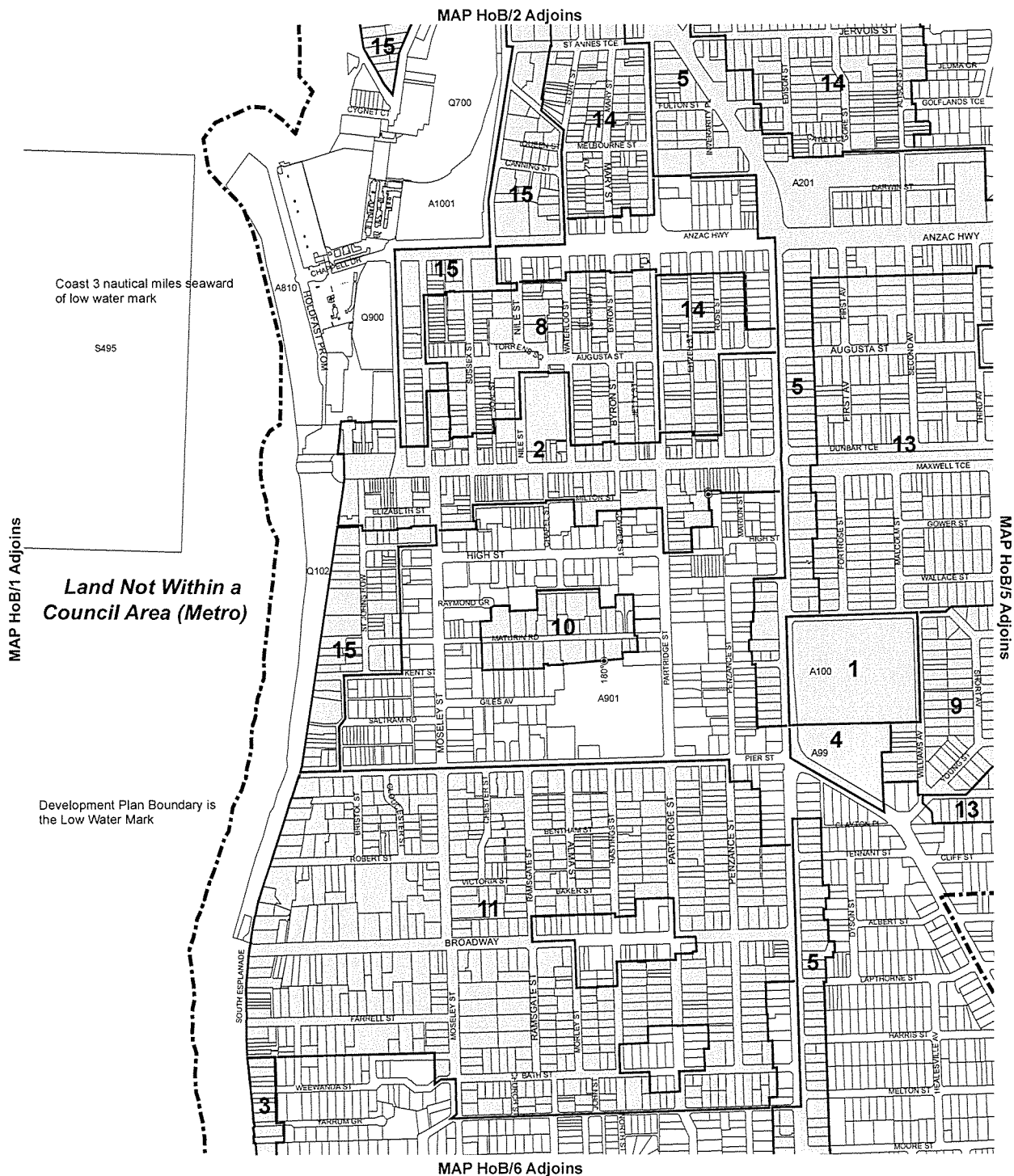
HOLDFAST BAY COUNCIL
Consolidated - 26 November 2020



- Urban Emissions Rail
- Type A
- Type B
- Type R
- Urban Emissions Designated Area
- Development Plan Boundary

Overlay Map HoB/4 NOISE AND AIR EMISSIONS

HOLDFAST BAY COUNCIL
Consolidated - 26 November 2020



Lambert's Conformal Conic Projection, GDA94

Policy Area

- 1 Recreation
- 10 Maturin Road
- 11 New Glenelg
- 13 Streetscape Character (Brighton and Glenelg East)
- 14 Streetscape Character (Glenelg and Glenelg North)
- 15 Urban Glenelg
- 2 Glenelg
- 3 Central West
- 4 Institution
- 5 Medium Density
- 8 Central Glenelg Village
- 9 Da Costa Park

- Policy Area Boundary
- Development Plan Boundary



Policy Area Map HoB/4

HOLDFAST BAY COUNCIL
Consolidated - 26 November 2020

District Centre Zone

Refer to the [Map Reference Tables](#) for a list of the maps that relate to this zone.

OBJECTIVES

- 1 **Centres** that accommodate a range of retail facilities, offices, consulting rooms, and cultural, community, public administration, entertainment, educational, religious and residential facilities to serve the community and visitors within the surrounding district.
- 2 Development of visually and functionally cohesive and integrated district centres.
- 3 Centres accommodating medium to high-density residential development in conjunction with non-residential development.
- 4 District centres that have a distinctive and attractive shopping strip character, with a predominance of shop windows and entrances, sited close to street frontages.
- 5 Uses and activities providing, in convenient and accessible groupings, convenience goods and comparison goods to serve the day-to-day, weekly and tourist needs of the community.
- 6 Development of public and private car parking areas located and designed to be convenient to the users of the centres with a minimum of impact upon adjoining residential areas.
- 7 The provision of facilities to enhance the function and amenity of the zone for pedestrians.
- 8 Development that contributes to the desired character of the zone.

DESIRED CHARACTER

Development of the **District Centre Zone** will achieve lively, vibrant places that provide for a wide range of retail, commercial, administrative, and community uses, services and functions. It will create inviting pedestrian and cycle friendly centres distinguished by historic architecture, high-quality functional spaces and ease of access.

PRINCIPLES OF DEVELOPMENT CONTROL

Land Use

- 1 The following forms of development are envisaged in the zone:
 - affordable housing
 - bank
 - child care centre
 - civic centre
 - consulting room
 - discount department store
 - dwelling in conjunction with non-residential development
 - educational establishment
 - emergency services facility
 - entertainment facility
 - health facility
 - hospital

Holdfast Bay Council
Zone Section
District Centre Zone

- hotel
 - indoor games centre
 - library
 - office
 - place of worship
 - playing field
 - pre-school
 - primary school
 - public transport terminal
 - residential flat building in conjunction with non-residential development
 - restaurant
 - shop
 - supermarket
 - swimming pool.
- 2 Development listed as non-complying is generally inappropriate.
- 3 Development comprising a variety of medium density residential (including affordable housing) and non-residential uses should be developed only if it does not prejudice the operation of existing or future non-residential activity within the zone.

Form and Character

- 4 Development should not be undertaken unless it is consistent with the desired character for the zone.
- 5 Development should be sited and designed to promote linkages between the various developments within the centre and adjoining main roads.
- 6 Facilities within the **zone** should be sited and designed with a view to promoting after-hours use to reinforce the centres as the **foci** of social activity in the district.
- 7 Dwellings and residential flat buildings should be located only behind or above non-residential uses on the same allotment.
- 8 Buildings should display:
- (a) articulated surfaces to visible walls
 - (b) a traditional pattern of wall areas and window spaces
 - (c) use of materials and colour finishes which blend with or complement, without copying, those used on the predominant historic buildings
 - (d) clearly and appropriately defined public entry points.
- 9 Development should incorporate verandas, parapet wall treatments and traditional window display frontages consistent with a traditional, linear shopping centre, providing public walkways and sheltered public and private spaces.
- 10 Outdoor advertisements should be designed and located to be in keeping with the building to which they relate, the character of the area, and the streetscape of a traditional linear shopping centre.
- 11 Advertisements should be designed and erected as follows:
- (a) under canopy signs should comprise the predominant form of signage in the zone and should be rectangular in shape
 - (b) flat wall signs located above canopy level should be of a size and shape relative to the building facade so as not to dominate the facade or appear disproportionate with respect to sign/wall area ratios

- (c) fascia signs should not obscure the alignment of curved or bull nose verandas nor if they project beyond the alignment of the structure to which they are affixed
 - (d) projecting signs above canopy level should only serve to identify the predominant use, name or function of a building and should be in a form which conserves and reinforces the character of the building and the streetscape
 - (e) pylon signs should not be erected within the zone.
- 12 Advertisements should be not erected upon:
- (a) public footways, veranda posts or public utility poles located on public footways
 - (b) roof tops or on the skyline
 - (c) a vehicle adapted and exhibited primarily as an advertisement
 - (d) a building so as to extend above the silhouette of the building
 - (e) land or a building not in use for or related to the message denoted on the advertisement unless located on a building fascia not fronting Jetty Road Glenelg or Moseley Square where the advertisement provides discrete directional and identification signage to an adjacent premises.
- 13 Development should, wherever practicable, provide or make adequate provision for all of the following:
- (a) pedestrian linkages from public to private spaces
 - (b) usable, pleasant and safe, open areas
 - (c) street furniture including seating and rubbish bins
 - (d) appropriate plantings
 - (e) bicycle parking.

Vehicle Parking

- 14 Vehicle parking should be provided in accordance with the rates set out in [*Table HoB/1 - Off Street Vehicle Parking Requirements*](#) or [*Table HoB/1A - Off Street Vehicle Parking Requirements for Designated Areas*](#) (whichever applies).

Land Division

- 15 Land division in the zone is appropriate provided new allotments are of a size and configuration to ensure the objectives of the zone can be achieved.

Glenelg Policy Area 2

Refer to the [Map Reference Tables](#) for a list of the maps that relate to this policy area.

OBJECTIVES

- 1 A policy area that has a distinctive and attractive shopping strip character based on low-scale buildings, with a predominance of shop windows and entrances, sited close to street frontages.
- 2 An integrated district shopping and business centre that enhances the metropolitan significance of Moseley Square and the foreshore as seaside recreation, entertainment and leisure places for the broader population and visitors to Adelaide.
- 3 A high degree of pedestrian activity and a vibrant street-life with well lit and engaging shop fronts and business displays including alfresco seating and dining facilities and licensed areas.
- 4 Development that contributes to the desired character of the policy area.

DESIRED CHARACTER

Development within the **Glenelg Policy Area 2** will reinforce and integrate the dining, district shopping and business status of Jetty Road with the seaside recreation, entertainment, dining and leisure function of Moseley Square and the foreshore - maintaining the area as Adelaide's premier seaside tourist destination.

Development within the policy area will integrate with the existing wide range of activities within this unique setting, providing for the day-to-day and weekly shopping needs and commercial functions of the surrounding community, to high-end and specialty retail, offices, consulting rooms, restaurants and entertainment establishments servicing the southern and western regions of Greater Metropolitan Adelaide. Development of the policy area will evolve to meet the demand for new attractions, activities and uses that support the district and its role as terminus of the Glenelg tram line and a major tourist destination, while balancing those metropolitan roles with its local function and the amenity of adjacent residential areas.

Ground floor uses in the parts of a development that directly abut Jetty Road will be non-residential with upper levels utilised for residential, serviced apartments, tourist accommodation and compatible non-residential uses.

Buildings will provide visual interest for pedestrians and contain frequent pedestrian entries and clear windows to the street. Buildings will continue the established width, rhythm and pattern of façades that support a variety of tenancies generally with narrow footprints, while the height of buildings will increase. Buildings will be built with zero set back from the main street, with the occasional section of building set back to create outdoor dining areas, visually interesting building entrances and intimate but active spaces. The footpath will be sheltered with verandas and shelters to enhance the pedestrian experience. Safe, landscaped pedestrian walkways between buildings will encourage permeability to neighbouring streets and enhance the sense of place and identity of the policy area.

Basement or undercroft car parking is contemplated where site circumstances allow appropriate design and integration with the streetscape / built form. Where ventilation is required for basement car parks, vehicles should be screened and landscaped.

The boundaries of the policy area should create a clearly defined centre thereby minimising negative impacts on adjacent residential areas. All centre type activities will be contained within the defined policy area.

Residential development will generally occur above ground level and will incorporate a range of dwelling sizes and a portion of affordable housing. Short term residential accommodation in the form of serviced apartments and tourist accommodation is also desired in locations where it does not compromise the amenity of longer term residents.

Development will achieve the highest possible standards of urban design. In particular, development will acknowledge the increasing importance of pedestrian movements within the centre and access to the centre by bicycle through the provision of services, facilities and amenities aimed at specifically satisfying these users. Car parking will be enhanced progressively through the development of a number of strategically located sites, in both public and private ownership, to meet the car parking needs of the centre whilst encouraging more sustainable modes of transportation.

Strategic Development Sites

Strategic development sites provide opportunities for integrated developments on large sites to assist in the transformation of a locality. Such developments will facilitate growth in the residential population of the Policy Area, while also activating the public realm and creating a vibrant street feel.

PRINCIPLES OF DEVELOPMENT CONTROL

Land Use

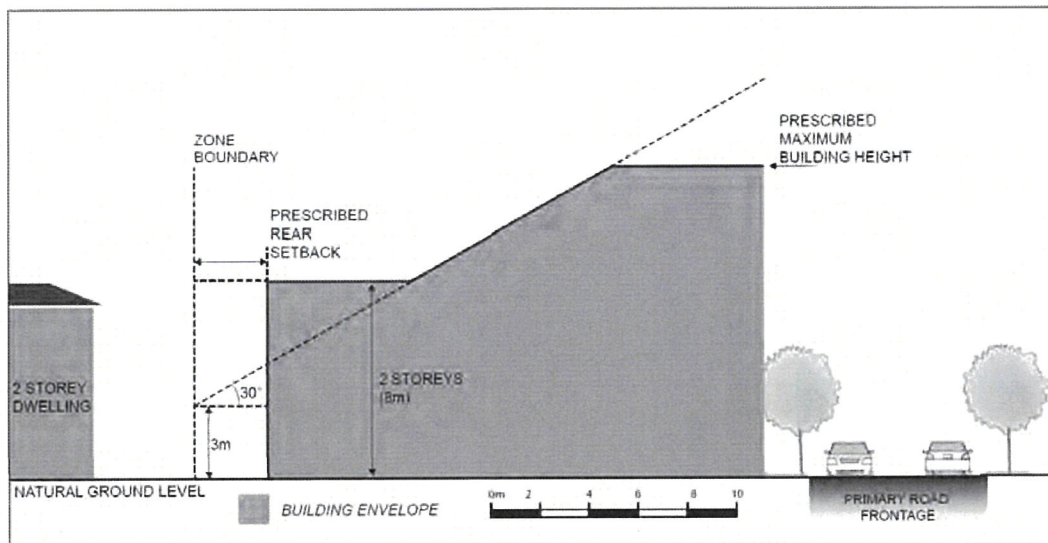
- 1 Amusement machine centres and purpose built gaming and coin operated facilities should not occur within the policy area.

Form and Character

- 2 Development should not be undertaken unless it is consistent with the desired character for the policy area.
- 3 The built-form of development should be compatible with and reinforce the traditional shopping strip character of the zone, including where appropriate, features that complement and conserve existing buildings which are of historic or streetscape significance.
- 4 Buildings should be sited to achieve continuity of building alignments to the street frontages.
- 5 Development should be undertaken in accordance with the [*Concept Plan Map HoB/1 - Jetty Road and Moseley Square*](#).
- 6 Buildings should maintain a pedestrian scale at street level, and should:
 - (a) include a clearly defined podium or street wall fronting the main road and side streets where appropriate, of a height consistent with traditional one and two storey facades and no greater than two storeys or 8.5 metres in height
 - (b) have levels above the defined podium or street wall setback a minimum of 2 metres from that wall.
- 7 Development should not exceed 5 storeys (or 18.5 metres) in height above natural ground level, except:
 - (a) development for residential purposes located above a public car parking structure on the south western corner of Moseley Street and Elizabeth Street (as far west as, but not including, the existing Grand Hotel car parking structure), which should not exceed 5 storeys (or 18.5 metres) in height above the top level of the car park
 - (b) where located on the northern side of Moseley Square, where new buildings should be of a scale and height that does not exceed that of existing adjacent development
 - (c) where located on land bounded by Brighton Road, Augusta Street, Rosa Street and Jetty Road, where new buildings can be built up to 6 storeys (or 22 metres) in height above natural ground level, with the exception of parts of buildings directly adjacent to Jetty Road which should comprise a front wall height of 5 storeys (or 18.5 metres) before stepping up to 6 storeys
 - (d) where located on Strategic Development Sites (sites greater than 1500 square metres [which may include one or more allotments] and have a frontage to Jetty Road or Brighton Road).

- 8 Any portion of a development above 2 storeys (8 metres) in height should be constructed within a building envelope provided by a 30 degree plane measured from a point 3 metres above natural ground level at the zone boundary with the **Residential / Residential Character Zone** (except where this boundary is a primary road corridor i.e. Brighton Road), as illustrated in Figure 1, unless it is demonstrated that the proposed development minimises interface impacts including from building massing, overshadowing and overlooking with adjoining residential development:

Figure 1



- 9 Development of land fronting Torrens Square should be designed and sited to achieve the following:
- (a) enhance the spatial qualities of the square by preserving its sense of enclosure and ensure the harmonious relationship of buildings with St Peters Church
 - (b) maximise views over the square
 - (c) not provide vehicular access onto the square
 - (d) enclose and define the square utilising minimal building setbacks.
- 10 Development within the area marked 'Jetty Road Core Shopping Area' on [Concept Plan Map HoB/1 - Jetty Road and Moseley Square](#) should be designed and sited to achieve the following:
- (a) create a transit-orientated primary retail and business centre, including speciality shops aimed at servicing the tourist industry and visitors
 - (b) locate shopping and service related activities (including restaurants and banks), in ground floor tenancies that have a frontage to Jetty Road
 - (c) primarily locate offices, consulting rooms and personal service establishments above the ground level and on side streets within the centre in a manner compatible with development in adjacent residential zones.
 - (d) locate residential uses on upper floor levels and on side streets within the centre in a manner compatible with development in adjacent residential zones.
- 11 Development within the area marked 'Moseley Square Civic/Tourist Area' on [Concept Plan Map HoB/1 - Jetty Road and Moseley Square](#) should:

- (a) consist of land uses that specifically service the needs of tourists and visitors to the foreshore area along with comprising the civic centre for the City
- (b) comprise primarily of restaurants and take-away food outlets on the southern side of the square and civic functions and community/entertainment uses (including hotels and cinemas) on the northern side of the square.
- 12 Buildings on the northern side of Moseley Square should respect the civic character of existing buildings and reinforce the contrast of built form with open spaces in Moseley Square.
- 13 Wherever practicable, and particularly on the southern side of the Moseley Square Civic/Tourist Area, development should utilise existing building stock and should upgrade and restore frontages in a manner sympathetic to the original building form.
- 14 Development should provide pedestrian, bicycle and vehicular access in accordance with [Concept Plan Map HoB/1 - Jetty Road and Moseley Square](#) and may extend beyond the 'Commercial' area.
- 15 Development should provide on-site car parking areas to the rear of the site and where possible, be linked to form shared parking areas which have access from side streets.
- 16 Public car parking areas should be developed in suitable locations but not restricted to those, both private and public, as shown on [Concept Plan Map HoB/2 - Car Parking Areas](#).
- 17 Development should provide car parking within the policy area in accordance with [Table HoB/1 - Off Street Vehicle Parking Requirements](#), [Table HoB/1A - Off-street Vehicle Parking Requirements for Designated Areas](#) (whichever applies), or [Table HoB/1B - Off Street Vehicle Parking Requirements for the Residential High Density Zone or for Residential Uses in the District Centre Zone Glenelg Policy Area 2](#) (whichever applies).
- 18 Whilst residential development should provide sufficient car parking having regard to the above standards either on the site of the development or on another convenient and accessible site in the locality of the development site, a lesser amount of parking may be appropriate dependent upon:
 - (a) the nature of the development and the past use of the development site
 - (b) the design merits of the development, particularly with respect to the provision of public facilities such as sheltered pedestrian facilities, open space, bicycle facilities and public conveniences
 - (c) existing built-form on or adjacent to the development site which dictates the development of the site in a manner which hampers the provision of onsite car parking
 - (d) the opportunity to exploit shared car parking areas between uses based upon compatible hours of peak operation
 - (e) suitable arrangements for any parking short-fall to be met elsewhere or by other means, being entered into.
- 19 Buildings should be sited with little or no set-back from public streets and spaces in order to achieve continuity of building alignments to the street frontages, with the occasional section of building set back at ground level to create outdoor dining areas and opportunities for display of goods, visually interesting building entrances and intimate but active spaces.

Strategic Development Sites

- 20 Development on strategic development sites (sites with a frontage to Jetty Road or Brighton Road and over 1500 square metres in area, which may include one or more allotment) should:
 - (a) be constructed in accordance with the building envelope requirement specified in the policy area

Holdfast Bay Council
Zone Section
District Centre Zone
Glenelg Policy Area 2

- (b) not exceed 7 storeys (or 25.5 metres) in height, or 8 storeys (or 29 metres) in height on land bounded by Brighton Road, Augusta Street, Rosa Street and Jetty Road.
- (c) ensure the massing of taller building elements above 5 storeys (or 18.5 metres) in height are distributed across the site to minimise impacts on the streetscape and residential uses in adjacent zones.

PROCEDURAL MATTERS

Complying Development

Complying developments are prescribed in schedule 4 of the *Development Regulations 2008*.

In addition, the following forms of development (except where the development is non-complying) are complying:

A change of use to a shop, office, consulting room or any combination of these uses where all of the following are achieved:

- (a) the area to be occupied by the proposed development is located in an existing building and is currently used as a shop, office, consulting room or any combination of these uses
- (b) the development is located inside any of the following area(s):
 - 'Jetty Road Core Shopping Area' as shown on [Concept Plan Map HoB/1 – Jetty Road and Moseley Square](#) of Glenelg Policy Area 2
 - Brighton and Hove Policy Area 16
- (c) the building is not a State heritage place
- (d) it will not involve any alterations or additions to the external appearance of a local heritage place as viewed from a public road or public space
- (e) if the proposed change of use is for a shop that primarily involves the handling and sale of foodstuffs, it achieves either (i) or (ii):
 - (i) all of the following:
 - (A) areas used for the storage and collection of refuse are sited at least 10 metres from any Residential Zone boundary or a dwelling (other than a dwelling directly associated with the proposed shop)
 - (B) if the shop involves the heating and cooking of foodstuffs in a commercial kitchen and is within 30 metres of any Residential Zone boundary or a dwelling (other than a dwelling directly associated with the proposed shop), an exhaust duct and stack (chimney) exists or is capable of being installed for discharging exhaust emissions
 - (ii) the development is the same or substantially the same as a development, which has previously been granted development approval under the *Development Act 1993* or any subsequent Act and Regulations, and the development is to be undertaken and operated in accordance with the conditions attached to the previously approved development
- (f) if the change in use is for a shop with a gross leasable floor area greater than 250 square metres and has direct frontage to an arterial road, it achieves either (i) or (ii):
 - (i) the primary vehicle access (being the access where the majority of vehicles access / egress the site of the proposed development) is from a road that is not an arterial road
 - (ii) the development is located on a site that operates as an integrated complex containing two or more tenancies (and which may comprise more than one building) where facilities for off-street vehicle parking, vehicle loading and unloading, and the storage and collection of refuse are shared
- (g) off-street vehicular parking is provided in accordance with the rate(s) specified in [Table HoB/1 - Off Street Vehicle Parking Requirements](#) or the desired minimum rate in [Table HoB/1A - Off Street Vehicle Parking Requirements for Designated Areas](#) (whichever table applies) to the nearest whole number, except in any one or more of the following circumstances:

- (i) the building is a local heritage place
- (ii) the development is the same or substantially the same as a development, which has previously been granted development approval under the *Development Act 1993* or any subsequent Act and Regulations, and the number and location of parking spaces is the same or substantially the same as that which was previously approved
- (iii) the development is located on a site that operates as an integrated complex containing two or more tenancies (and which may comprise more than one building) where facilities for off-street vehicle parking, vehicle loading and unloading, and the storage and collection of refuse are shared.

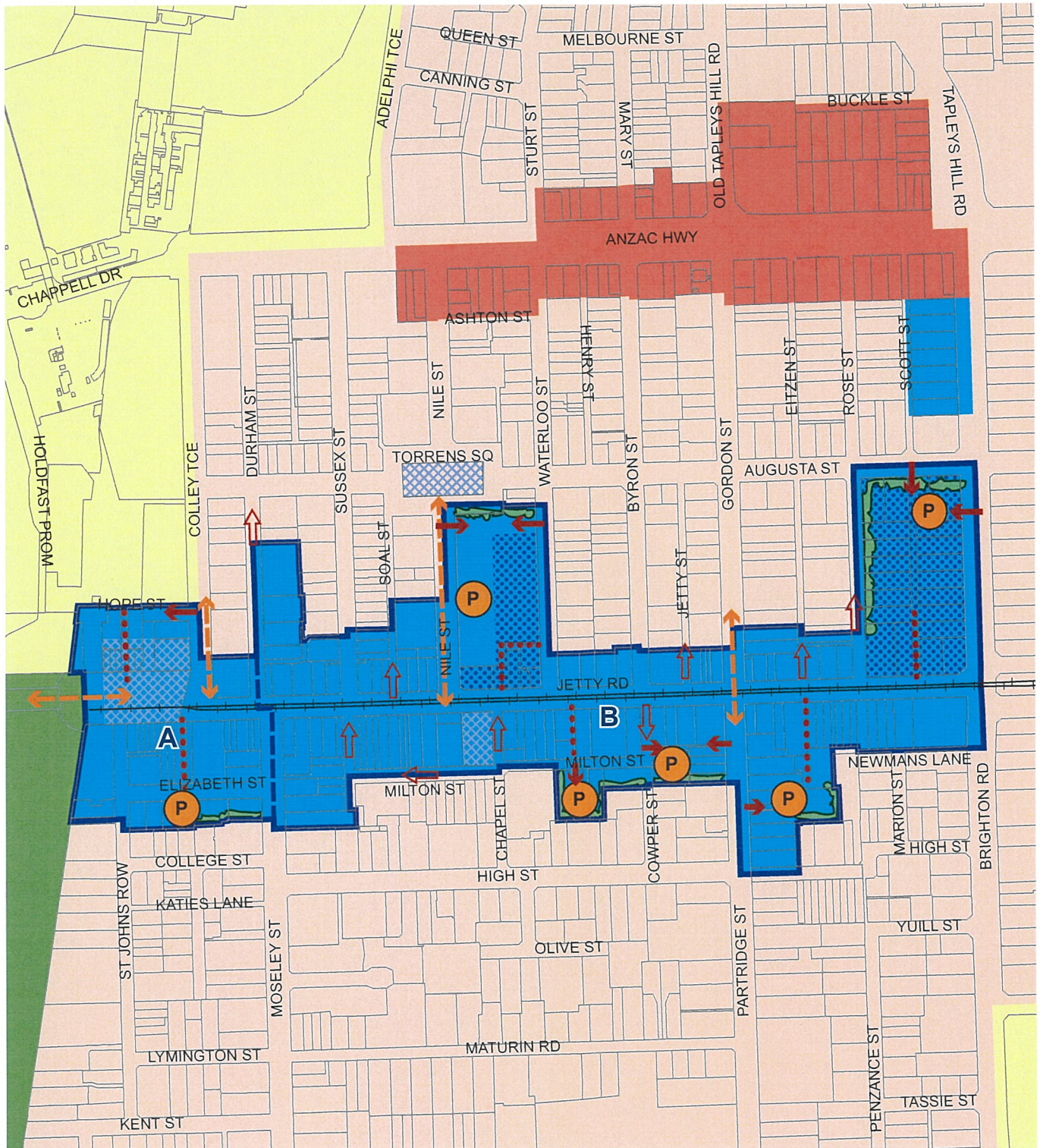
Non-complying Development

Development (including building work, a change in the use of land, or division of an allotment) for the following is non-complying:

| Form of development | Exceptions |
|-------------------------------------------------------|-----------------------------------------------------------------|
| Bus depot | |
| Caravan park | |
| Cemetery | |
| Crematorium | |
| Dwelling | Except where in conjunction with a non-residential development. |
| Electricity generating station | |
| Fuel depot | |
| Gas infrastructure | |
| Industry | |
| Major public service depot | |
| Motor repair station | |
| Residential flat building | Except where in conjunction with a non-residential development. |
| Road transport terminal | |
| Service trade premises | |
| Store | |
| Timber yard | |
| Telecommunications facility above 30 metres in height | |
| Warehouse | |
| Waste reception, storage, treatment or disposal | |
| Water treatment plant | |
| Wrecking yard | |

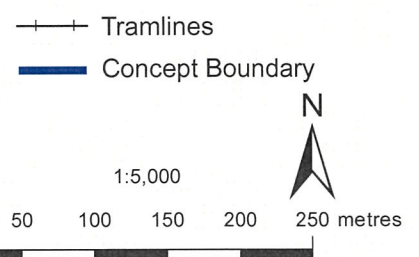
Public Notification

Categories of public notification are prescribed in Schedule 9 of the *Development Regulations 2008*.



- Commercial
- Community Facilities
- Coastal
- Residential
- Business
- Existing Major Shopping Focus
- Civic / Historic Focus
- A Moseley Square Civic/Tourist Area
- B Jetty Road Core Shopping Area

- ↔ Important Vista
- P Primary -Off Street Parking Area
- Landscaping/Acoustic Buffer
- Primary Vehicular Access
- ← One - Way Traffic
- Pedestrian



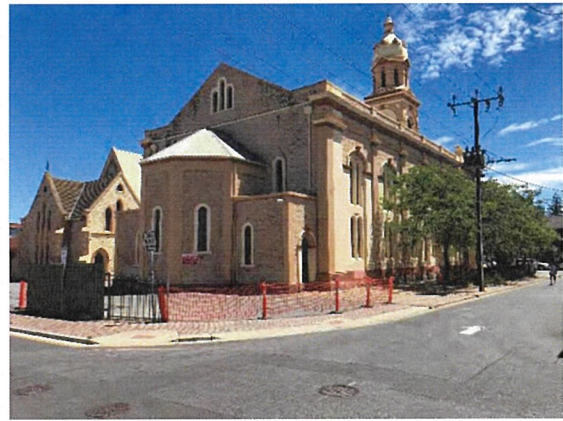
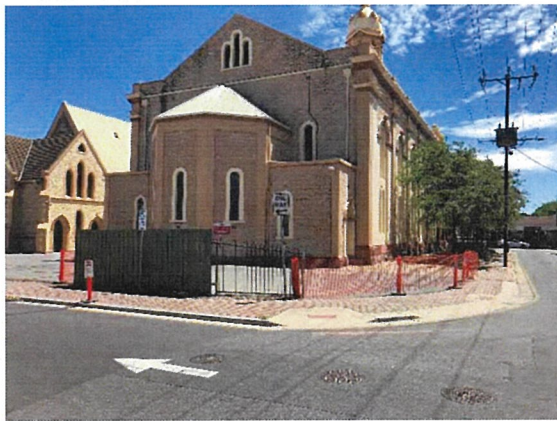
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Concept Plan Map HoB/1

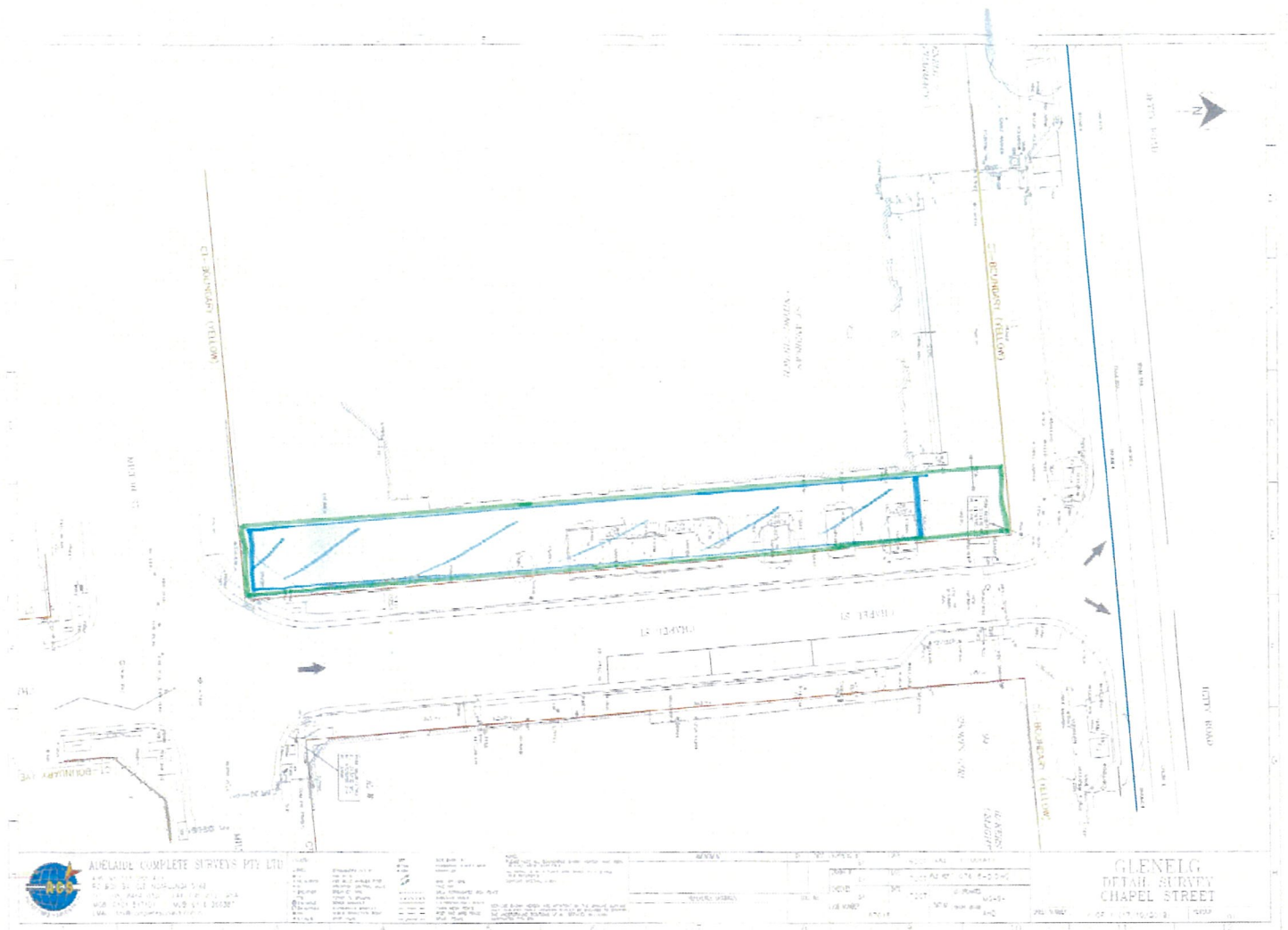
JETTY ROAD AND MOSELEY SQUARE

Consolidated 20 November 2020

PHOTOGRAPHS



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