

Draft Land Management Agreement

Evanston Park Code Amendment Explanatory Note



Evanston Park Code Amendment, 550 – 554 Main North Road

Introduction to the Draft Land Management Agreement

Council is seeking the view of its community on two (2) separate but interrelated matters, being:

1. The Town of Gawler's Draft Submission on the code amendment for 550-554 Main North Road, Evanston Park (Vadoulis Code Amendment)
2. The Draft Land Management Agreement (LMA).

Please note that the Draft Submission is open for community engagement. You are invited to express your views on the Submission for consideration by the Council before it is finalised and provided to the proponent's planning consultants, Future Urban. You are encouraged to provide detailed reasons for your response wherever applicable.

The Code Amendment is proponent-led and will ultimately be determined by the Minister for Planning. The Council's submission on the proposed Code Amendment is limited to making a submission on the Code Amendment itself as well as entering into an appropriate agreement with the proponent to secure future infrastructure requirements in the event that the Code Amendment is approved.

The Council's submission is required to be considered and included in a report to the Minister for Planning. This is together with all other submissions and outcomes from the recently completed community engagement process run by the proponent under section 73(6) of the *Planning, Development and Infrastructure Act 2016*, before he determines the Code Amendment. Again, the final decision on the Code Amendment is made by the Minister.

The Land Management Agreement will only apply to the subject land if the Code Amendment is approved. It secures important infrastructure contributions for the improvement of the locality if the subject land is rezoned. It also includes several design requirements and constraints for any future development on the subject land which go 'above and beyond' the requirements of the Planning and Design Code. The LMA is therefore a separate matter to the Code Amendment itself and must be considered as forming the basis for future development, infrastructure and community contributions if the Code Amendment is approved and the subject land is rezoned.

key infrastructure and planning outcomes in the LMA include:

- funding for local traffic improvement and streetscape upgrades - \$230,000
- funding for flood mitigation works in immediate area - \$520,000
- installation of traffic lights on Main North Road
- reduced building height from 13m to 11.5m
- increased the buffer around the site by 3 metres, with acoustic walls and enclosed loading bays
- increased tree planting in the buffer area, seeking trees of 6m minimum in height at maturity on eastern and southern boundaries
- preserving at least 8 trees
- restricting the types of uses on the site including no fast-food outlets or industrial usages.

Advice – enforceability of the LMA

The Land Management Agreement is enforceable by way of a few different mechanisms:

1. after execution and prior to registration on the titles to the subject land – as a contract between the Council and the proponents;
2. after registration (after which the LMA is binding on all present and future owners of the subject land per section 192(14) of the *Planning, Development and Infrastructure Act 2016* (the **Act**):
 - A. as a contract between the Council and all present and future landowners; and
 - B. as an instrument that can be enforced in the event of an actual or threatened contravention by way of the issue of an enforcement notice under section 213 of the Act or civil enforcement proceedings under section 214 of the Act; and
 - C. as a separate and distinct set of planning assessment criteria which must be applied to any development application by any relevant authority for planning consent and development approval.

In terms of 1 and 2A above, clauses 13, 14 and 16 of the LMA provide the Council with the ability to take legal action if an owner or their occupier, etc breaches the LMA in future – this includes by lodging a development application which is contrary to the LMA.

Separately regarding 2B above, section 212 of the Act provides that a contravention or a threatened contravention of an LMA constitutes a breach of the Act which the Council can pursue through the issue enforcement notices. Directing an owner to refrain from or make good their breach of the Act or to commence civil enforcement proceedings in the ERD Court to obtain Court Orders to address same. Were the LMA to be breached, or if a threatened contravention were to occur, Council can commence formal enforcement action under the Act itself.

Lastly, in relation to 2C above, in accordance with the decisions of the Full Court of the Supreme Court and the ERD Court in *Zweck v Town of Gawler* [2015] SASFC 172 and *Zweck v Town of Gawler (No 2)* [2016] SAERDC 33, the LMA also functions as an additional set of planning assessment criteria against which future development applications must be assessed in addition to the Planning and Design Code. Clause 9 is included in the LMA to ensure that the intent of the LMA to be afforded significant weight in the assessment of any future development application for the subject land is expressly stated and cannot be ignored or overlooked.

In the event that a relevant authority was, despite the LMA's clear content, to approve a development contrary to the LMA, the Council has three legal options available to it to ensure that the development does not proceed, as well as the ability not to issue final development approval for same.

The LMA is drafted to be enforceable such that future development applications for the subject land are in accordance with the LMA (which narrows the scope of developments that could be approved on the subject land in the event that it is rezoned to an Employment Zone as well as inserting detailed design criteria absent from the Planning and Design Code) and so that all stated contributions, financial and otherwise, are made and cannot be ignored and/or disputed. The LMA is enforceable and can only be waived or varied by the Council.

Land Management Agreement

TOWN OF GAWLER

MILTADIS CHRIST VADOULIS

MARGARET HARA AGAPY LESKE

MARIANTHY VADOULIS

550 MAIN NORTH ROAD PTY LTD

THIS AGREEMENT is made the _____ day of _____ 2023

BETWEEN

TOWN OF GAWLER of 43 High Street, Gawler East SA 5118 ("the Council")

AND

BACKGROUND

- A. The Council is a designated authority for the purposes of section 192(19) of the *Planning, Development and Infrastructure Act 2016* ("the Act").
- B. Miltiadis Christ Vadoulis is the registered proprietor of the land comprised in Certificate of Title Register Book Volume 5719 Folio 768 known as 550 Main North Road, Evanston Park.
- C. Margaret Hara Agapy Leske and Marianthy Vadoulis as executors with leave being reserved of Dionysia Vadoulis who died 06/01/2019 are the registered proprietors of the land comprised in Certificate of Title Register Book Volume 5821 Folio 328 known as 554 Main North Road, Evanston Park
- D. 550 Main North Road, Evanston Park and 554 Main North Road, Evanston Park (together, "the Land") are adjacent to each other and have street frontages to Main North Road on their western boundaries. Presently located on the Land is a detached dwelling and associated outbuilding and curtilage and the Vadoulis Garden Centre.
- E. Miltiadis Christ Vadoulis, Margaret Hara Agapy Leske and Marianthy Vadoulis (together, "the Owner") have entered into arrangements with 550 Main North Road Pty Ltd (ACN 645 857 174) ("the Proponent") for the possible sale of the Land.
- F. The Proponent, through their planning consultants, Future Urban, applied to the Minister for Planning to initiate an amendment to the Planning and Design Code ("the Code") under the Act to rezone the Land from General Neighbourhood Zone to Employment Zone.

- G. The Council was advised of the intention to initiate a Code amendment ahead of the formal application being made and confirmed its in-principle support by way of letter to Mr Michael Osborn of Future Urban dated 11 May 2022, which letter forms **Annexure 1** to this Agreement.
- H. By way of letter dated 30 August 2022, the Minister for Planning advised the Council of his decision to approve the “*Proposal to Initiate the 550-554 Main North Road, Evanston Park Code Amendment*” submitted by Future Urban. A copy of this letter forms **Annexure 2** to this Agreement.
- I. In Annexure 2, the Minister for Planning states as follows:

“Prior to approval of the Code Amendment, the Designated Entity must demonstrate to my satisfaction that all necessary arrangements or deeds are fully executed as required to secure the funding and/or delivery of all infrastructure required to secure the funding and/or delivery of all infrastructure as proposed by the Code Amendment (to the satisfaction of all relevant infrastructure providers)”.
- J. In accordance with the investigations undertaken for the Code Amendment, future development of the Land is anticipated to require infrastructure upgrades to Council-owned land if the Code Amendment is approved, including the construction of stormwater and flood management infrastructure as well as to road and road verge upgrades to Main North Road and to Sheriff Street to the north of the Land.
- K. Further, in the event that the Code Amendment is approved and the Land is rezoned to the Employment Zone, the Council wishes to ensure that a number of design requirements are incorporated into future development applications lodged for the Land.
- L. The parties have entered into this Agreement as a Land Management Agreement pursuant to section 192(1) of the Act to agree matters relating to the development, management, preservation or conservation of the Land, on the terms and conditions which follow.

DEFINITIONS AND INTERPRETATION

- 1. The parties acknowledge that the matters set out in the Background to this Agreement are true and accurate and agree that they form part of the terms of this Agreement.
- 2. In this Agreement:
 - 2.1 **Act** means the Planning, Development and Infrastructure Act 2016 (SA).
 - 2.2 **Agreement** means this Agreement as executed by the parties.
 - 2.3 **Code** means the Planning and Design Code.
 - 2.4 **Fast food restaurant** means a quick-service restaurant which has minimal table service, offers food comprising of standardised ingredients and/or partially pre-prepared food which is cooked in advance and kept hot being finished and packaged to order and offered for takeaway and/or drive-through orders in addition to an internal seating provided.

- 2.5 **Land** means the whole or any part of the land now comprised in Certificate of Title Register Book Volume 5719 Folio 768 and Certificate of Title Register Book Volume 5821 Folio 328.
- 2.6 **Notice** means a notice, demand, consent, approval or communication issued under this Agreement.
- 2.7 **Owner** means any person who is, or is entitled to become, the registered proprietor of an estate in fee simple of the Land, or any part of the Land, and includes a successor in title to an estate in fee simple to the Land.
- 2.8 **Proponent** means 550 Main North Road Pty Ltd (ACN 645 857 174).
- 2.9 **Regulations** means the Planning, Development and Infrastructure (General) Regulations 2017.
3. In this Agreement unless the context otherwise requires:
- 3.1 A term, other than a term defined in the Background or in Clause 2, has the same meaning as in a provision of the Act or the Regulations as in force at the date of this Agreement. A term which is defined in the Background or in Clause 2 has the meaning there defined;
- 3.2 headings do not affect interpretation;
- 3.3 the term “person” includes a corporate body, partnership, association, government body or other entity;
- 3.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 3.5 singular includes plural and plural includes singular;
- 3.6 where two or more persons are bound by this Agreement to observe or perform any obligation or agreement whether express or implied then they shall be bound jointly and also severally;
- 3.7 a reference to any statute or subordinate legislation includes all statutes and subordinate legislation amending, consolidating or replacing the statute or subordinate legislation referred to; and
4. The requirements of this Agreement are to be construed as additional to any requirements upon either party in relation to the Land under the Act or any other legislation.

OWNER’S UNDERTAKINGS AND OBLIGATIONS

5. The Owner is liable to the Council for any act or omission on the part of an officer, employee, contractor, agent, invitee, lessee or licensee of the Owner which, if done or not done by the Owner would constitute a breach of this Agreement.
6. Where a person ceases to be an Owner, such person ceases to be a party to this Agreement, but without prejudice to rights or obligations already accrued.

7. The Owner warrants and represents that all persons with a legal interest in the Land consent to the Owner entering into this Agreement.
8. The Owner acknowledges and agrees the following in relation to the future development of the Land:
 - 8.1 that it will be required to incorporate stormwater management into the design of any future development application to ensure that post development stormwater flows from the Land will not exceed the current stormwater flows from the Land (for example proposed development will include onsite stormwater detention) to the reasonable satisfaction of Council (acting reasonably);
 - 8.2 that it:
 - 8.2.1 has, at its own cost, obtained the “(P)reliminary Concept – Storm Drain Review” plan, drawing number C202 Revision B (**Annexure 3**) which depicts a solution to improve existing flood infrastructure in the vicinity of the Land; and
 - 8.2.2 that it will make a financial contribution of \$520,000 to the Council within 120 days of the approval of the Code Amendment for the purposes of clause 12 below;
 - 8.3 that it will be required to incorporate into the design of any future development application road upgrade works to the extent reasonably required and to the reasonable satisfaction of the Council and/or the Commissioner of Highways (as relevant) to Main North Road and Sheriff Street (including junction modification of Sheriff Street as it intersects with Main North Road) to accommodate traffic movements generated by the proposed development including traffic lights and other intersection works required to ensure safe and convenient access to proposed development on the Land as well as traffic movements through Sheriff Street;
 - 8.4 that the works described at clause 8.3 above must be approved by the Council (acting reasonably) in its capacity as a party to this Agreement, as well as the owner of public roads which are not subject to dedication to the Commissioner of Highways under the *Highways Act 1926* and council land in its area pursuant to the *Local Government Act 1999*;
 - 8.5 that the works described at clause 8.3 above and any other works to occur within any road reserve under the care, control and management of the Council, will need to be secured through an Infrastructure Agreement executed with the Council in a form and with terms similar to **Annexure 4** to this Agreement together with such amendments as may be agreed between the parties acting reasonably prior to the grant of development approval for any development application lodged for the Land;
 - 8.6 that any works which are required to take place on public roads under the care, control and management of the Council must not occur without first obtaining an authorisation from the Council pursuant to section 221 of the *Local Government Act 1999*;
 - 8.7 that future development applications for the Land must:

- 8.7.1 not include as land uses, fast food restaurants, retail fuel outlets, automotive collision repair facilities or industry;
- 8.7.2 not incorporate more than 2 pylon signs, which signs must not exceed 8 metres in height from finished ground level;
- 8.7.3 incorporate, where possible, reasonable endeavours to preserve and protect existing trees on the Land and as identified in (**Annexure 5**);
- 8.7.4 incorporate:
 - (a) the construction of footpaths and a double side entry pit and junction box with kerb and gutter on Sheriff Street boundary;
 - (b) appropriate noise attenuation measures including:
 - (i) covered loading bays; and
 - (ii) acoustic fencing placed 3 metres within the eastern and southern boundaries of the Land as shown in the Concept Plan forming **Annexure 6** to this Agreement;
 - (c) an acoustic treatment wall, not built to the road reserve boundary, along the northern frontage of the Land which:
 - (i) contains appropriate articulation so that the wall does not appear as a blank façade when viewed in the locality of the Land;
 - (ii) considers tree retention and/or additional tree planting so that views to the northern frontage achieve an appropriate interface with adjacent residential properties;
 - (iii) manages the scale and bulk of future development relative to adjacent residential properties;
 - (d) vehicle access, landscaping and building exclusion areas as depicted in **Annexure 6** and subject to the following requirements:
 - (i) incorporation of a 3-metre-wide landscaping buffer which includes trees that are capable of reaching a minimum height of 6 metres along the southern and eastern boundaries of the site prior to occupation of the development;
 - (ii) incorporation of a minimum 3 metre landscape buffer along the Main North Road boundary of the site;
 - (e) to the extent that is reasonably possible, non-deciduous plant and tree species in proposed landscaping;
 - (f) measures to ensure that landscaping minimises interference and/or damage to existing Council-owned infrastructure; and

- (g) junction modification to Sheriff Street and First Street intersections and the subsequent installation of new footpaths and kerb ramps, new gutters and reinstatement of verge and asphalt.
- 8.7.5 for any works outside of the Land required for a proposed development incorporate water sensitive urban design techniques, to the satisfaction of the Council acting reasonably provided that such techniques must be economically viable to implement and consistent with the nature of the proposed development;
- 8.7.6 incorporate photovoltaic solar panel systems and batteries to the satisfaction of the Council acting reasonably provided that such incorporation must be economically viable to implement and consistent with the nature of the proposed development;
- 8.7.7 ensure that the maximum building height is no greater than 11.5 metres;
- 9. The Owner acknowledges and agrees that the requirements of clause 8 above are in addition to any provisions of the Planning and Design Code under the Act or any planning assessment criteria under any other Act and that these requirements will be given appropriate weight having regard to the nature of the development in the assessment of any development application made in respect of the Land.
- 10. The Owner acknowledges and agrees that preliminary costings for the agreed infrastructure and other works and preliminary contributions mentioned at clause 8 above and clause 12 below are those depicted in **Annexure 7** to this Agreement. The costings in Annexure 7 are preliminary in nature only, are provided to be indicative only and are subject to change and further negotiation between the parties in future. Final costings will be incorporated into future Infrastructure Agreement arrangements and will, for the purposes of security required by such Agreement(s) incorporate indexation and/or interest and appropriate defects liability arrangements.

PROPONENT ACKNOWLEDGEMENT IN FAVOUR OF OWNER

- 11. The Proponent acknowledges and agrees with the Owner that with respect to the obligations imposed on the Owner pursuant to this Agreement including without limitation the provisions of clause 8, that as between the Owner and the Proponent the Proponent shall be responsible at its cost and expense to comply with the provisions of clause 8 of this Agreement in respect of any development which the Proponent undertakes on the Land.

COUNCIL'S POWERS AND OBLIGATIONS

- 12. The Council agrees that:
 - 12.1 it will utilise the contribution paid to it under clause 8.2.2 towards achieving improvements to flooding in the localised area as demonstrated in **Annexure 3** such that water directed under Main North Road/Adelaide Road is progressed or otherwise dealt with appropriately, and other improvements progressed to completion in due course as considered reasonable and appropriate by the Council;

- 12.2 in undertaking the activities described at clause 12.1 above that it will provide quarterly updates on amounts expended by it, in writing, to the Proponent, or, should the Proponent no longer have an interest in the Land, the Owner;
- 12.3 should the costs associated with the activities described at clause 8.2.2 above be less than the estimate provided for in Annexure 7, then the Council will pay to the Proponent, or, should the Proponent no longer have an interest in the Land, the Owner, 50% of the difference between the estimated amount and the actual costs incurred by the Council;
- 12.4 it will not seek any further contributions (financial or otherwise) to the works in clause 12.1 above once the agreed amount of \$520,000 is paid to it in accordance with clause 12.1.
13. The Council, including any employee or agent of the Council authorised by the Council, may at any reasonable time enter the Land for the purpose of:
- 13.1 inspecting the Land and any building or structure on the Land; or
- 13.2 exercising any other powers of the Council under this Agreement, or pursuant to any other law.
14. If the Owner is in breach of this Agreement, the Council may, by Notice served on the Owner specifying the nature of the breach, require the Owner to remedy the breach within such time as is specified in the Notice. If the Owner fails to comply with the Notice, the Council (or its servants or agents) may enter the Land and cause the works or requirements specified in the Notice to be carried out and may recover its costs of doing so against the Owner.
15. Without providing a Notice to the Owner, the Council may apply to the Registrar-General to note this Agreement against the Certificate of Title of the Land.
16. In the event of a breach or threatened breach of the Agreement by the Owner, the Council may (without limiting any other remedy available to the Council, including under Part 18 of the Act), obtain an injunction restraining the Owner from committing a breach of the Agreement without proving any actual damage has or will be sustained by the Council. The parties agree that a breach of this Agreement by the Owner may cause injury for which damages may not be an adequate remedy to the Council.

OPERATION AND APPLICATION OF THE AGREEMENT

17. Upon execution, this Agreement is effective as an Agreement.
18. The parties intend that this Agreement will be effective as a Land Management Agreement pursuant to section 192(1) of the Act upon being registered under the *Real Property Act 1886* as a note against the instrument of title to the Land.
19. This Agreement is the whole agreement between the parties in relation to the matters contained within it. This Agreement may only be varied by a supplementary agreement executed by the Council and the Owner.

NOTING OF THIS AGREEMENT

20. Each party shall do and execute all such acts, documents and things necessary so that as soon as practicable following the execution of this Agreement by all parties, the Agreement is noted against the Certificate of Title for the Land pursuant to the provisions of Section 192(12) of the Act in priority to any other registered instrument.
21. The Council agrees that if the amendment to the Code to rezone the Land from General Neighbourhood Zone to Employment Zone does not proceed for any reason cause this Agreement to be rescinded and the notation against the Certificates of Title for the Land to be removed with the Proponent to cover reasonable costs and expenses.

WAIVER

22. The Council may, conditionally or unconditionally, waive compliance by the Owner with the whole or any part of the Owner's past or future obligations under this Agreement.
23. To be effective, a waiver must be in writing and signed by the Council.
24. The failure, delay, relaxation or indulgence by a party in exercising a power or right under this Agreement is not a waiver of that power or right.
25. An exercise of a power or right under this Agreement does not preclude a further exercise of it or the exercise of another right or power.

SEVERANCE

26. Where a clause or part of a clause in this Agreement would, but for this clause, be unenforceable:
 - 26.1 the clause or part of the clause shall be read down to the extent necessary to avoid that result; or
 - 26.2 where the clause or part of the clause cannot be read down, it may be severed from this Agreement and the remainder of the clause or of the Agreement shall continue in force, unless this would result in a material change to the intended effect of the Agreement.

GOVERNING LAW

27. This Agreement is governed by the law in South Australia.

NOTICES

28. A Notice must be in writing, be signed by the party issuing the Notice, and be hand delivered or sent by pre-paid post to the recipient's address as stated in this Agreement, or as last notified.
29. A Notice is deemed to be received:
 - 29.1 if hand delivered, on delivery; and
 - 29.2 if sent by pre-paid post, two (2) business days after posting.

30. If two (2) or more people comprise a party, providing a Notice to one is effective as notice to all.

ABOUT THE COUNCIL

31. The Council may delegate any of its powers under this Agreement or pursuant to law.
32. The Council enters into this Agreement as a council acting under section 192(1) of the Act and not in any other capacity. This Agreement does not preclude or pre-empt the exercise by the Council of any other regulatory function of power.

COSTS

33. The Owner must pay to the Council on demand the Council's reasonable costs and expenses (including legal costs and expenses) of preparing, stamping and noting this Agreement.
34. The Proponent agrees with the Owner that the Proponent will reimburse the Owner for all costs reasonably incurred by the Owner pursuant to clause 33.

COUNTERPARTS

35. This Agreement may be executed in any number of counterparts which together will constitute one instrument. A party may execute this Agreement by signing any counterpart.
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MORTGAGEE CONSENT

Westpac Banking Corporation who has a legal interest in Certificate of Title Register Book Volume 5719 Folio 768 by virtue of Memorandum of Mortgage Registration number 8781052 and Memorandum of Mortgage Registration number 8826745 hereby consents to Miltiadis Christ Vadoulis entering into this Land Management Agreement.

SIGNED by

.....
Signature

.....
Name

.....
Position

EXECUTED AS A LAND MANAGEMENT AGREEMENT**Executed** by Miltiadis Christ Vadoulis.....
Signature

In the presence of:

.....
Witness Signature.....
Witness Name.....
Date**Executed** by Margaret Hara Agapy Leske.....
Signature

In the presence of:

.....
Witness Signature.....
Witness Name.....
Date

Executed by Marianthy Vadoulis

.....
Signature

In the presence of:

.....
Witness Signature

.....
Witness Name

.....
Date

Executed under delegated authority by Henry Inat, Chief Executive Officer of the Town of Gawler:

.....
Chief Executive Officer
Henry Inat

ANNEXURE 1

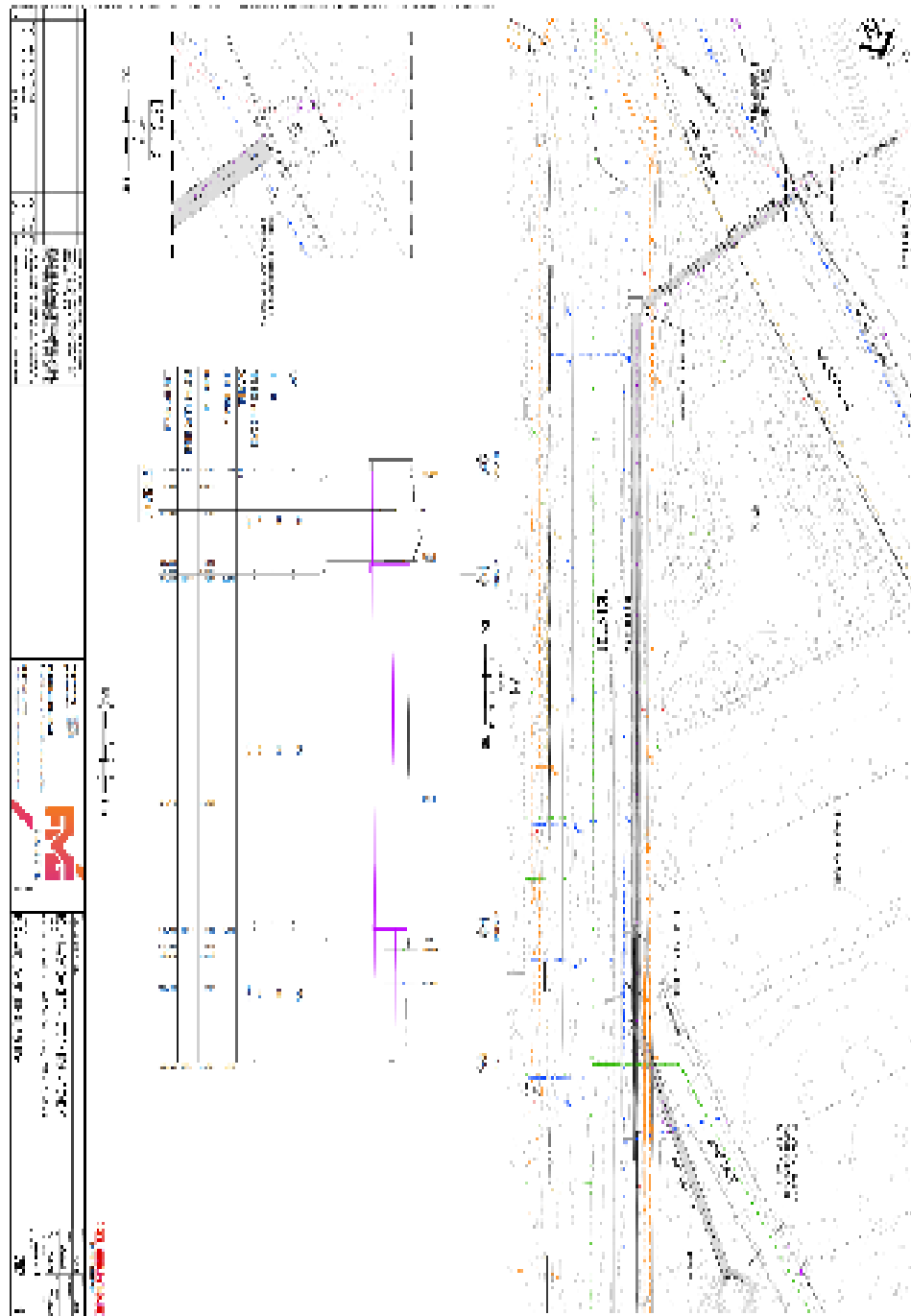
Letter to Mr Michael Osborn of Future Urban dated 11 May 2022

ANNEXURE 2

Letter dated 30 August 2022 from the Minister for Planning

ANNEXURE 3

Flood Mitigation Concept Plans



ANNEXURE 4

Example Infrastructure Agreement

ANNEXURE 5

Tree plan



Tree Number as per arboreal reports	Tree Name
1	Red Ironbark – Eucalyptus sideroxylon
2	Rough Barked Apple – Angophora floribunda
3	Ficus elastica - large
3 a	Ficus elastica - small
3 b	Ficus elastica - small
4	Ficus elastica - large
5	Ficus elastica - large
6	Sugar Gum – Eucalyptus cladocalyx

ANNEXURE 6

Concept Plan



-  Concept Plan Boundary
-  No vehicle access
-  Landscaping (minimum depth of 1.5 metres)
-  Landscaping (minimum depth of 3 metres)
-  Acoustic barrier
-  Building Exclusion Area (9 metres from boundary)
-  Signalled vehicle access



Concept Plan #
MAIN NORTH ROAD

ANNEXURE 7

Preliminary costings table

Infrastructure	Detail of project	% Proponent Contribution	Estimated Cost (total)	Action
Flood Mitigation	Infrastructure design and works to improve local flood mitigation at First and Sheriff Streets.	Amount specified in clause 8.2 of the LMA	\$1,040,000	<p>Preferred infrastructure is full upgrade of 1,200mm diameter pipe from the First Street detention basin to western side of Main North Road (MNR).</p> <p>Minimum infrastructure, new 1,200mm diameter pipeline under Main North Road with balance of contribution for detailed design and/or works for additional flood mitigation infrastructure.</p> <p>Contribution to be paid as per clause 8.2.2 of the LMA</p>
Traffic Management	Sheriff and First Street – junction modification to MNR	50%	\$128,000	Junction modification to Sheriff and First Street intersection with MNR. New footpath and kerb ramps. New gutter and reinstate verge and asphalt.
Boundary with Sheriff Street	Install footpath, kerb and gutter lighting. Landscaping, tree planting and acoustic treatment.	100%	\$166,000	Footpath 1.5m wide. Kerb, gutter and drain with SEP and JB on the boundary with Sheriff Street. Landscaping, tree planting and acoustic treatment required Existing trees within road reserve to be augmented or replaced by suitable species that at maturity achieve min. 6m height upon completion of footpath construction to kerb edge being completed.
Traffic lights Main North Road	Installation of traffic lights and entrance to the site.	100%		Proponent to engage in separate Deed with DIT.

Footpath on Main North Road Frontage	Main North Road Frontage/Business footpath with kerb and gutter to be replaced as part of new access and traffic light installation.	100%		Footpath, kerb and gutter, stormwater, ramps and landscape and trees to be detailed in Deed. Vested with Council at end of the construction project.
Boundary with Gawler Barossa Jockey Club (GBJC)	Relocate fencing and shared path	100%		To be included in DIT deed with GBJC. Deed to make reference to reinstatement.
Acoustic Treatment	As per Concept Plan	100%		Acoustic fencing 3.5m and other treatments to be included in LMA.