



ANNO TRICESIMO TERTIO

ELIZABETHAE II REGINAE

A.D. 1984

No. 96 of 1984

An Act to ratify and approve a certain indenture between the State of South Australia, Delfin Property Group Limited and the South Australian Urban Land Trust; to repeal the Tea Tree Gully (Golden Grove) Development Act, 1978; and for other purposes.

[Assented to 20 December 1984]

BE IT ENACTED by the Governor of the State of South Australia, with the advice and consent of the Parliament thereof, as follows:

1. This Act may be cited as the "Golden Grove (Indenture Ratification) Act, 1984". Short title.

2. This Act shall come into operation on a day to be fixed by proclamation. Commencement.

3. (1) In this Act—

Interpretation.

"the Indenture" means the Golden Grove Indenture (including the schedules of the Indenture) a copy of which is set out in the schedule to this Act and includes the Indenture as varied, amended or replaced from time to time.

(2) Where an expression used in this Act is defined in the Indenture, that expression has, unless the contrary intention appears, the same meaning as in the Indenture.

4. This Act and the Indenture bind the Crown.

Crown bound.

5. (1) The Indenture is ratified and approved.

Ratification of Indenture.

(2) The implementation of the Indenture is authorized and the Government of the State, the Ministers and other instrumentalities of the Crown and Government of the State, and all statutory bodies and authorities (including local authorities) are authorized, empowered and required to do all things necessary or expedient to carry out, and give full effect to, the Indenture.

(3) No person shall do or omit to do anything that frustrates, hinders, interferes with or derogates from the operation or implementation of the

Indenture, or any aspect of the Indenture, or the ability of the parties to the Indenture or any other person to exercise rights, or discharge duties or obligations, under the Indenture.

Repeal of Tea
Tree Gully
(Golden Grove)
Development Act,
1978.

6. The Tea Tree Gully (Golden Grove) Development Act, 1978, is repealed.

Modification of
law to give effect
to Indenture.

7. (1) The law of the State is so far modified as is necessary to give full effect to the Indenture and the provisions of any law of the State shall accordingly be construed subject to the modifications that take effect under this Act.

(2) Without limiting the generality of subsection (1)—

- (a) the Planning Act, 1982, and the Real Property Act, 1886, shall be construed subject to the provisions of the Indenture relating to the development, division and use of land and, to the extent of any inconsistency between the provisions of either of those Acts and of the Indenture, the provisions of the Indenture shall prevail;
- (b) the Public Works Standing Committee Act, 1927, shall be construed subject to the provisions of Division 7 of the Indenture and, to the extent of any inconsistency between the provisions of that Act and of the Indenture, the provisions of the Indenture shall prevail;
- (c) the Local Government Act, 1934, shall be construed subject to Division 9 and any other provisions of the Indenture relating to local government and, to the extent of any inconsistency between the provisions of that Act and of the Indenture, the provisions of the Indenture shall prevail;
- (d) the Roads (Opening and Closing) Act, 1932, shall be construed subject to the provisions of Division 12 of the Indenture and, to the extent of any inconsistency between the provisions of that Act and of the Indenture, the provisions of the Indenture shall prevail;
- (e) the Mining Act, 1971, shall be construed subject to the provisions of Division 13 of the Indenture and, to the extent of any inconsistency between the provisions of that Act and of the Indenture, the provisions of the Indenture shall prevail;
- (f) the Arbitration Act, 1891, shall be construed subject to the provisions of Division 16 of the Indenture and, to the extent of any inconsistency between the provisions of that Act and of the Indenture, the provisions of the Indenture shall prevail.

THE SCHEDULE
GOLDEN GROVE INDENTURE

THIS INDENTURE made the 30th day of October 1984 BETWEEN: THE STATE OF SOUTH AUSTRALIA (hereinafter referred to as "the State") of the first part and DELFIN PROPERTY GROUP LIMITED a company incorporated under the provisions of the Companies (NSW) Code and having its registered office in the State at 65 Greenhill Road, Wayville in the said State (hereinafter referred to as "Delfin") of the second part and the SOUTH AUSTRALIAN URBAN LAND TRUST a body corporate pursuant to the provisions of the Urban Land Trust Act, 1981, (hereinafter referred to as "SAULT") of the third part.

WHEREAS:

(A) The State is desirous of encouraging the development of land for the general benefit of its residents.

(B) SAULT is possessed of an estate in fee simple in land generally located in an area of the State known as Golden Grove such land being held for and on behalf of the Crown by virtue of subsection (2) (e) of section 6 of the Urban Land Trust Act, 1981.

(C) Delfin is an experienced land developer.

(D) SAULT and Delfin have by an instrument of even date entered into a Joint Venture Agreement for the purposes of developing the land owned by SAULT or hereinafter acquired by SAULT pursuant to such Joint Venture Agreement.

DIVISION 1—DEFINED TERMS

1.1 This Indenture as the same may be varied or replaced from time to time shall be known as "The Golden Grove Indenture" and is referred to herein as "this Indenture".

1.2 In this Indenture and in the Schedules hereto except where terms and expressions are expressly defined hereunder the Acts Interpretation Act of the State shall apply to the construction and interpretation of this Indenture as if this Indenture were an Act and in this Indenture unless in the context by express words or necessary implication a contrary intention appears:

"arterial road" means unless otherwise agreed between the Joint Venturers and the Commissioner of Highways a road comprising a vehicle carriage way contained within a road reserve at least 25 metres in width consisting of a vehicle carriage way with at least two travel lanes in each direction with a dividing strip separating the lanes for one direction of travel from the lanes for the other direction.

"collector road" means a road comprising a vehicle carriage way and pedestrian walkway contained within a road reserve greater than 15 metres in width but less than 25 metres in width consisting of a vehicle carriage way more than 8.5 metres in width and a pedestrian walkway on either side of the vehicle carriage way.

"the Commencement Date" means the date upon which the Golden Grove (Indenture Ratification) Bill, 1984, (hereinafter defined) comes into operation as an Act (and when hereinafter appearing the expression "the Ratifying Act" means the Golden Grove (Indenture Ratification) Bill, 1984, when it comes into operation as an Act).

“Commission” means the South Australian Planning Commission constituted under the Planning Act, 1982.

“Council” means the Corporation of the City of Tea Tree Gully or any successor thereto or any other Corporation as the Local Government body responsible for the Development Area.

“the Development Area” means the area contained within and bounded by a line on the plan set out in the First Schedule to this Indenture and hatched and more particularly described in the Second Schedule to this Indenture as may be varied from time to time by proclamation of the Governor.

“ETSA” means the Electricity Trust of South Australia a body corporate pursuant to the provisions of the Electricity Trust of South Australia Act, 1946, and any successor which assumes within the Development Area the same, or substantially the same, functions as are performed by ETSA at the date hereof.

“The Joint Venturers” means Delfin and SAULT jointly when discharging their respective obligations under the Joint Venture Agreement.

“The Joint Venture Agreement” means the agreement referred to in the recital hereto bearing even date and entered into between Delfin and SAULT.

“the Minister” means the Minister of the Crown to whom for the time being is committed the administration of the Planning Act.

“related Corporation” and “associated person” shall respectively bear the meaning and interpretations accorded to those expressions contained in the *Companies (South Australia) Code*.

“road” includes earthworks, road foundations, road pavement, road drainage structures, bridges and kerbs, medians and traffic control devices and street lighting.

“SAHT” means the South Australian Housing Trust a body corporate pursuant to the provisions of the South Australian Housing Trust Act, 1936, and any successor which assumes within the Development Area the same, or substantially the same, functions as are performed by SAHT at the date hereof.

“screening reserve” means an area of 4.1 metres in width or less separating a road reserve and residential or other areas which restricts access from the road reserve to such areas and in which is planted trees and shrubs of a density sufficient to generally provide a visual barrier between the road and adjoining areas.

1.3 In this Indenture and in the Schedules hereto where the case so admits or requires:

- (a) Headings (save and except for Division and clause and subclause numbers) shall form no part of nor shall they be used in an interpretation of this Indenture;
- (b) Reference to any Act, regulation or by-law shall be deemed to include all amendments thereto and to all statutory or other provisions from time to time substituted therefor and reference to any particular section of any Act or paragraph of any regulation or by-law shall be deemed to include all amendments

thereto and all statutory or other provisions from time to time substituted therefor;

- (c) Reference to any Minister of the Crown includes the person for the time being holding the office or performing the duties of such Minister.

DIVISION 2—RATIFICATION

2.1 As soon as is reasonably practicable after the due execution of this Indenture, the Government of the State shall sponsor and introduce into the Parliament of the State a Bill for an Act to be intituled “The Golden Grove (Indenture Ratification) Act, 1984” and endeavour to secure its passage and have it come into operation as an Act prior to 31st day of December, 1984, for the purposes (amongst other things) of:

- (a) Approving and ratifying this Indenture and providing for the carrying of this Indenture into effect;
- (b) Authorising, empowering and requiring the State and any Minister mentioned herein to do all things necessary or expedient for the carrying out and giving of full effect to this Indenture;

and

- (c) Amending certain Acts of Parliament of the State in so far as such amendments are required to give full effect to this Indenture. The Bill shall be in the form now produced to and signed in the margin thereof by the signatories to this Indenture for the purposes of identification.

2.2 Clauses 2.1, 2.2 and 2.3 of this Indenture shall come into operation and take effect upon the due execution of this Indenture by the parties hereto.

The remainder of the clauses of this Indenture shall operate and take effect upon the Golden Grove (Indenture Ratification) Bill, 1984, commencing to operate as an Act.

2.3 If the Golden Grove (Indenture Ratification) Bill, 1984, does not come into operation as an Act on or before the 31st day of December, 1984, or such later date as the parties to this Indenture may agree in writing, in the same terms as those now contained in the Golden Grove (Indenture Ratification) Bill, 1984, or in such other terms as the parties hereto otherwise agree in writing, this Indenture shall lapse on and with effect from that date and in that event none of the parties hereto shall have any claim at law or in equity against any other of them with respect to any act, matter or thing arising out of, done, performed or omitted to be done or performed under this Indenture.

DIVISION 3—PRIMARY COVENANTS

3.1 Delfin and SAULT each hereby covenant that subject to the provisions hereof together as joint venture parties they shall progressively develop the land owned by SAULT contained in the Development Area in accordance with the Joint Venture Agreement and in such regard they do each separately covenant that they shall discharge these obligations one to the other and pursue their common purpose in an ethical and commercial manner at all times consistent with the Paramount Objectives set forth in the Third Schedule.

3.2 The State hereby covenants with the Joint Venturers that the State shall give full support, sponsorship and assistance in all acts, matters or things the subject of or contemplated by this Indenture, and shall not do or omit to do or cause anything to be done or omitted to be done which would or might tend to be inconsistent with the terms, objects, intent and purpose of this Indenture nor prohibit without just cause nor unreasonably interfere with due and proper performance of obligations or the exercise of rights by either or both of the Joint Venturers or their related corporations or associated persons under or in relation to activities contemplated by this Indenture or any agreement contemplated herein.

DIVISION 4—PLANNING

PART A—Supplementary Development Plans

4A.1 The Supplementary Development Plan contained in the Fourth Schedule hereto shall at the Commencement Date amend the Development Plan constituted under Part IV of the Planning Act, 1982, and replace all schemes, regulations and directions prepared under the Tea Tree Gully (Golden Grove) Development Act presently applying to the Development Area and as hereby amended the Development Plan shall on the Commencement Date constitute the Development Plan applying to the City of Tea Tree Gully for the purposes of Part IV of the Planning Act, 1982.

4A.2 Section 41 of the Planning Act, 1982, shall apply in relation to the Development Area:

(a) as if a reference in that section to a council were a reference:

(i) to the council the area of which includes the Development Area; or

(ii) to the Joint Venturers;

and

(b) as if a reference in that section to the area of a council were a reference to the Development Area.

4A.3 Where the Minister has received a Supplementary Development Plan (together with the Statement referred to in subsection (4) of section 41 of the Planning Act, 1982) submitted by the Joint Venturers he shall:

(a) approve the Supplementary Development Plan as submitted;

or

(b) amend the Supplementary Development Plan (after consultation with the Joint Venturers and any council affected by the Plan) having regard to any submissions of the Golden Grove Advisory Committee (constituted under Division 5) or any other relevant matter and approve the Plan as amended;

or

(c) reject the Supplementary Development Plan.

Any Supplementary Development Plan approved under this clause shall be deemed to have been approved under section 41 of the Planning Act, 1982, and save as aforesaid subsections (5) to (11) inclusive and (13), (14) and (15) of that section shall not apply to such Supplementary Development Plan. The Minister shall not capriciously withhold his approval to or amend or reject any Supplementary Development Plan submitted to him as aforesaid.

4A.4 Any Supplementary Development Plan affecting the Development Area whether expressly or by necessary implication shall not be submitted to the Minister without the written consent of the Joint Venturers first had and obtained.

PART B—Division of Land

4B.1 (a) The Joint Venturers shall during the preparation by them of any plan of land division within the Development Area consult with and ascertain the land purchasing requirements of such Ministers of the Crown or other government authorities or agencies of the Crown as the Minister may advise.

(b) The Joint Venturers shall provide to the Minister a copy of each approved plan of land division and indicate thereon all allotments sold or intended for sale to any Minister of the Crown, government authority or agency of the Crown and shall supply to the Minister on a quarterly basis or as is otherwise reasonably required by the Minister a report containing such information as the Minister may reasonably require giving details of all negotiations and transactions involving Public Housing or other government authorities or agencies of the Crown in which the Joint Venturers have been involved since the previous report, including details of provisions for future requirements and the extent to which the Joint Venturers consider such transactions are implementing the Paramount Objectives.

(c) Each plan of land division shall, in addition to the requirements of the Real Property Act, 1886, show those areas of reserve land to be set aside for the purposes set forth in Division 9 of this Indenture and all such reserve land shall vest in fee simple in the Council. Such land may for those purposes at the discretion of the Council be placed under the care control and management of the controlling body (as hereinafter constituted) and the plan shall indicate accordingly.

4B.2 Notwithstanding the provisions of subsection (6) of section 47 of the Planning Act, 1982, the Council shall not consent to any development of a kind prohibited by virtue of subsection (5) of section 47 of the Planning Act, 1982, without the written concurrence of the Joint Venturers first had and obtained.

4B.3 The Council and the Commission shall each issue a "Statement of Requirements" within the meaning of the Real Property Act, 1886, in respect of each plan of land division submitted by the Joint Venturers as soon as is reasonably practicable after such submission. If any such Statement is not issued by the Council or the Commission within 60 days after submission of such plan, the Council or the Commission (as the case may be), shall be deemed for the purposes of Part XIXAB of the Real Property Act, 1886, to have no requirements in respect of the plan and to have issued a Certificate of Approval under section 223lf or 223lg (as the case may be) of that Act in respect thereof.

4B.4 In the land division process, any disagreement between the Joint Venturers and either the Council or the Commission concerning the reasonableness of any requirement or requirements or their satisfaction shall be referred to arbitration pursuant to the arbitration provision hereof and to the extent that any such requirement is found to be unreasonable it shall not be a requirement for the purposes of any "Statement of Requirements".

4B.5 All division of land undertaken by the Joint Venturers in the Development Area shall be dealt with as if SAULT was not referred to in

the Seventh Schedule to the Development Control Regulations, 1982, and any disagreement between the Joint Venturers and the Council consequent upon either the refusal of the Council to grant any approval under the Planning Act, 1982, or any condition imposed upon any such approval shall be referred to arbitration pursuant to the arbitration provisions hereof, and no appeal or other proceedings relating to any approval so granted shall be commenced before or heard by the Planning Appeal Tribunal established pursuant to the said Act.

PART C—Environmental Impact Statements

4C.1 Paragraph (b) of subsection (1) of section 49 of the Planning Act, 1982, shall not apply to any development undertaken by the Joint Venturers within the Development Area pursuant to this Indenture.

4C.2 If the Minister prepares or arranges for the preparation of a draft Environmental Impact Statement pursuant to paragraph (a) of subsection (1) of section 49 of the Planning Act, 1982, in relation to any development or project proposed within the Development Area he shall, upon receipt of the same submit the same to the Joint Venturers and after considering any submissions thereon determine what (if any) amendments should be made to the Environmental Impact Statement and, after those amendments have been made, signify by notice to the Joint Venturers and any authority or body or person proposing to undertake such development or project that the Statement is officially recognised for the purposes of section 49 of the Planning Act, 1982.

4C.3 The Minister may from time to time amend, or require the amendment of, an Environmental Impact Statement to which official recognition has been accorded as aforesaid in order to correct an error or to make modifications that are desirable in view of more accurate or complete data or technological or other developments not contemplated at the time of the original recognition provided at least 28 days notice of such proposed alteration is given to the Joint Venturers.

4C.4 Save as aforesaid the provisions of subsections (2) to (4) inclusive of section 49 of the Planning Act shall not apply to any development or project to be undertaken by the Joint Venturers within the Development Area.

PART D—General

4D.1 The State shall use its best endeavours to ensure that no declaration is made under section 50 of the Planning Act, 1982, which refers expressly or by necessary implication to development within the Development Area unless the Minister has first consulted with the Joint Venturers and given them a reasonable opportunity to make representations with respect to any such intended declaration.

DIVISION 5—GOLDEN GROVE ADVISORY COMMITTEE

5.1 The State shall as soon as is reasonably practicable after the Commencement Date establish a committee entitled the Golden Grove Advisory Committee (hereinafter referred to as “the Committee”).

5.2 The Committee shall consist of five members appointed by the Governor, of whom one shall be a person nominated by the Council and another (who shall be chairman of the Committee) shall be the Chairman of the Committee administering the Joint Venture pursuant to the Joint Venture Agreement.

5.3 Each member of the Committee shall vacate his office at the expiration of two years from the date of his appointment and shall be eligible for reappointment.

5.4 (a) The Governor may remove a member of the Committee from office on grounds of:

- (i) mental and physical incapacity;
- (ii) dishonourable conduct;
- (iii) neglect of duty; or
- (iv) if any nomination upon which an appointment was made is revoked by instrument in writing addressed to the Minister.

(b) The office of a member of the Committee shall become vacant if:

- (i) he dies;
- (ii) his term of office expires;
- (iii) he resigns by notice in writing addressed to the Minister;
or
- (iv) he is removed from office by the Governor pursuant to paragraph (a) of this clause.

5.5 The Minister shall provide and make available to the Committee such staff as may be necessary for the satisfactory administration of the Committee.

5.6 The Committee may, with the approval of a Minister administering a Department of the Public Service, make use of the services of officers of that Department.

5.7 The Committee may, with the approval of a council, make use of the services of officers or employees of that council.

5.8 The Committee may, with the approval of the Joint Venturers, make use of the services of officers or employees of the Joint Venturers or SAULT or Delfin.

5.9 Any approval given in accordance with clauses 5.6, 5.7 and 5.8 may be subject to such conditions and limitations as the grantor of such approval may consider appropriate.

5.10 The Joint Venturers shall, during their preparation of any Supplementary Development Plan, consult with the Committee and shall refer any such plan to the Committee for comment not less than two months (or such lesser period as the Committee may from time to time determine) prior to submission of such plan to the Minister.

5.11 Upon reference to it of any Supplementary Development Plan referred to in clause 5.10 the Committee may report to the Minister upon any matter contained within the Plan, and in addition thereto, any member of the Committee may make submissions to the Minister upon any matter contained within the Plan PROVIDED HOWEVER that nothing contained in this clause shall prevent the Minister from proceeding to approve the plan under clause 4A.3 immediately upon its submission to him.

DIVISION 6—PUBLIC HOUSING

6.1 The Joint Venturers shall confer with the SAHT on the planning, development, and pricing of developed land within the Development Area to the extent that such matters affect the reasonable requirements of the SAHT within the Development Area.

6.2 The Joint Venturers shall, at the earliest opportunity prior to the submission of a plan of land division to the Council, ascertain the requirements of the SAHT as regards its intended involvement (whether as purchaser of allotments or otherwise) as a provider of public housing within the area contained on such plan.

6.3 The Joint Venturers shall offer to SAHT at fair market value (being the price at which the Joint Venturers would effect the sale of residential allotments to private builders or others buying land in similarly large quantities) appropriate residential land in the Development Area sufficient to satisfy the SAHT requirements and to enable the SAHT to secure for its own purposes between twenty-five (25) and thirty (30) per cent of the total dwelling units in the Development Area.

6.4 The State shall ensure that the SAHT shall purchase from SAULT through the Joint Venturers or from subsequent owners sufficient land and/or dwellings as shall be necessary to enable the SAHT to secure or provide for a total of between twenty-five (25) and thirty (30) per cent of the total dwelling units to be built in the Development Area.

6.5 The SAHT shall develop all vacant allotments purchased by it from the Joint Venturers in accordance with methods and practices designed to comply with the Paramount Objectives, and in particular paragraph 3 of such Objectives. Such development shall be in accordance with standard requirements for development imposed by the Joint Venturers uniformly throughout any particular land division and in accordance with an encumbrance in favour of SAULT to be registered over all allotments in the Development Area.

DIVISION 7—PUBLIC WORKS

7.1 The proposals for public services contained in this Indenture (including arterial and collector roads, water and sewerage works, electricity works, stormwater drainage and retention) are acknowledged by all parties as essential works that shall be carried out in accordance with the Paramount Objectives, in such manner and in such stages as will ensure that the Development Area is systematically and economically provided with all adequate services when reasonably required by the Joint Venturers.

7.2 All public works constructed or caused to be constructed by the Joint Venturers within the Development Area (including all public streets and ancillary services) shall be maintained by the Joint Venturers for a period of not less than six months after their date of completion.

7.3 In the event that any latent or other defect(s) appear in such works within a period of 12 months from their date of completion and the Joint Venturers are notified of such defect(s) within a reasonable time, such latent or other defect(s) shall be remedied by and at the cost and expense of the Joint Venturers as soon as reasonably practicable after such defect(s) become apparent.

7.4 Notwithstanding anything implied herein to the contrary the Joint Venturers shall not be responsible for any latent or other defect(s) in works undertaken by the State or the Council.

7.5 For the purposes hereof the date of completion shall be deemed to be the date when a consulting engineer nominated by the Joint Venturers and approved by the Minister certifies that such works are practically complete.

PART A—Roads

7A.1 The State shall, at no cost to the Joint Venturers, design construct and maintain or cause to be designed constructed and maintained all arterial roads required within and external to the Development Area as are required for its development as generally delineated on the plan annexed hereto as the Fifth Schedule hereto in accordance with a programme for design construction and completion to be prepared by the Commissioner of Highways and the Joint Venturers and as far as is reasonably practicable and in accordance with Division 3, such programme shall accommodate the Joint Venturers' reasonable requirements.

7A.2 The Council shall at its cost design and construct or cause to be designed and constructed the collector roads which approximate the alignments of John Road and Yatala Vale Road east and west of the north south arterial road as generally delineated on the said plan and the screening reserves and fencing applicable thereto.

7A.3 The Joint Venturers shall at their cost design and construct or cause to be designed and constructed all other collector roads and screening reserves and fencing applicable thereto required within the Development Area in accordance with plans and specifications and a construction schedule to be agreed between the Joint Venturers and the Council [or if not agreed then as fixed by the Commissioner of Highways] PROVIDED HOWEVER, that, the Council shall contribute forty (40) percent of the cost of design and construction and maintenance (pursuant to clause 7.2) of the first 13 kilometres of the aggregated length of such other collector roads.

7A.4 Contribution payments to be made by the Council in respect of road design and construction referred to in clause 7A.3 shall be made to the Joint Venturers within 28 days of the production to the Council of a certificate by an engineer nominated by the Joint Venturers and approved by the Commissioner of Highways certifying the amount payable in respect of such design and construction as is specified in the certificate.

7A.5 The Joint Venturers shall give to the Council or its nominee a reasonable opportunity to tender for the construction of the collector roads referred to in clause 7A.3 and shall (subject to prudent commercial considerations) award the tender to the Council or its nominee if the same is competitive with other tenders.

7A.6 SAULT shall for no consideration transfer to the Commissioner of Highways or the Council (as the case may require) any land required for road purposes.

7A.7 Notwithstanding anything contained in any Act or in any by-law or regulation made thereunder, the Joint Venturers shall not be required to form, construct, pave or seal, or to make any binding arrangement for the forming, constructing, paving or sealing of the roadway of any existing or proposed road within the Development Area (other than arterial roads and collector roads) in a width in excess of 7.4 metres and shall not be required to pave any road or street with a pavement of a higher standard than that which in accordance with recognised engineering design practice is appropriate to the traffic to be carried by that road.

PART B—Sewerage and Water Supply

7B.1 The State shall, at no cost to the Joint Venturers, design, construct and install, or cause to be designed, constructed and installed, the following works (both external to and within the Development Area):

- (a) Augmentation works associated with the Dry Creek Trunk sewer;
- (b) Extension of the existing 450 mm Golden Grove Trunk sewer and the existing 300 mm Golden Grove North sewer to provide the normal sewer drainage services throughout the Development Area;
- (c) All sewer pumping stations and rising mains required;
- (d) All sewer mains and associated works in respect of sewer mains with diameters larger than 150 mm (except for 225 mm sewer mains specifically serving retail, commercial or industrial development within retail, commercial or industrial zones);
- (e) All water storage tanks, pumping stations, and associated works;
- (f) Water mains with diameter larger than 150 mm; and
- (g) All water supply and sewerage works outside the Development Area as shall be reasonably required to provide adequate water supply and sewerage services within the Development Area.

Provided that where the State installs mains of a greater diameter than 150 mm in residential streets (other than collector roads) where the Joint Venturers would normally be expected to install 150 mm mains, the Joint Venturers shall pay to the State the cost they would have incurred had they installed the 150 mm mains.

7B.2 The Joint Venturers and the nominee of the Minister of Water Resources shall as soon as is reasonably practicable confer and prepare a programme for completion of the works referred to in clause 7B.1 and, as far as is reasonably practical and in accordance with Division 3, such programme shall accommodate the Joint Venturers' reasonable requirements.

7B.3 The Joint Venturers shall, at no cost to the State, construct and install or cause to be constructed and installed the following works:

- (a) All sewer mains and associated works in respect of sewer mains of 150 mm diameter or less.
- (b) All sewer connections.
- (c) All subdivisional sewerage works including sewer connections.
- (d) All water mains with diameter of 150 mm or less including services in respect thereof.
- (e) All subdivisional water mains and services.
- (f) All 225 mm sewer mains and associated connections specifically serving retail, commercial or industrial development within retail, commercial or industrial zones.

7B.4 The construction and installation of all works contained in this Part shall be carried out under the supervision of the Minister of Water Resources or his nominees and all fees costs or other charges normally payable to the Minister of Water Resources for or in connection with any design, documentation and supervision shall be payable by the Joint Venturers with respect to works referred to in clause 7B.3.

7B.5 If the cost of providing electric power connections to a pumping station required pursuant to clause 7B.1 exceeds the amount payable in respect of normal connections to such a station, the Minister of Water Resources may request the Joint Venturers to contribute to the excess costs payable.

PART C—Electricity

7C.1 The Council shall, as soon as is reasonably practicable after the Commencement Date, cause the Development Area to be designated an underground mains area for the purpose of electricity mains of 11 kV or less, but excluding transmission lines to supply substations in the Development Area (which lines shall be overhead).

7C.2 The State will cause to be supplied to and within the Development Area the services necessary to connect all improvements within the Development Area and all necessary public facilities with an appropriate supply of electricity.

7C.3 The Joint Venturers shall provide ETSA with a suitable site for a substation and routes for overhead transmission lines to provide electricity supply effectively to the Development Area.

7C.4 The Joint Venturers and ETSA shall as soon as reasonably practicable after the Commencement Date prepare a programme for the construction of transmission lines and a substation and the development of land within the Development Area such that the electricity supply from the substation can be connected within the Development Area in an orderly manner.

PART D—Stormwater Drainage, Creek Diversion (Hydrology)

7D.1 A review of the existing drainage studies as they effect the drainage of the Development Area (contained in the publications known as Hydrology - Dry Creek Drainage Basin - June 1980, and Hydrology - Little Para River Drainage Basin September, 1981) shall be undertaken as soon as is reasonably practicable after the Commencement Date by a consulting engineer nominated by the Joint Venturers and approved by the Commissioner of Highways, the Council or the relevant drainage authority. In the event that no agreement is reached as to an approved consulting engineer the Commissioner of Highways shall appoint a suitable consulting engineer. The cost of such review shall be borne by the Joint Venturers.

7D.2 The review referred to in clause 7D.1 shall provide a recommended drainage strategy for the Development Area which is acceptable to the Joint Venturers, the Council, any relevant drainage authority and the Commissioner of Highways.

7D.3 The cost of providing stormwater drainage works within the 40 hectares of uppermost elevation of all catchment areas within the Development Area and all sub-divisional stormwater drainage shall be borne by the Joint Venturers.

7D.4 The cost of providing for all flood control structures and all stormwater drainage works other than those referred to in clause 7D.3 shall be borne by the Council or the relevant drainage authority and the State in accordance with the requirements of the State Government Stormwater Drainage Subsidy Scheme administered by the Commissioner of Highways. All flood control structures shall be constructed by the relevant drainage authority or such other person or body as the State may determine.

7D.5 All drainage works within the Development Area except flood control structures shall be constructed or caused to be constructed by the Joint Venturers unless otherwise agreed between the Joint Venturers and the relevant drainage authority. Any such construction shall be carried out in accordance with a construction programme to be prepared jointly by the relevant drainage authority and the Joint Venturers and as far as is reasonably practicable, such programme shall accommodate the Joint Venturers' reasonable requirements.

7D.6 Any costs payable to the Joint Venturers under this part shall be paid within 28 days of the production to the Council and the Commissioner of Highways and any relevant drainage authority of a certificate by an engineer nominated by the Joint Venturers and approved by the Minister of the amount payable at a date specified in the certificate in respect of such drainage works.

7D.7 The Joint Venturers shall give the Council or the relevant drainage authority or its nominee a reasonable opportunity to tender for the construction of drainage works to be constructed by the Joint Venturers but at the cost of others and shall (subject to prudent commercial considerations) award the tender to the Council or authority or its nominee if the same is competitive with other tenders.

7D.8 The Joint Venturers may without being liable in any way for the payment of compensation or damages (other than damages arising out of any negligent act or omission) divert change remove alter re-channel and without derogating from the particularity of the foregoing powers vary in any way the watercourses (including the banks) and the flow of water or do either or both of those things of and in any creek stream or river within the Development Area.

PART E—General

7E.1 Where the Joint Venturers require the supply of services to the Development Area by Australian Telecommunication Commission or some other Commonwealth or independent or private body or organization, the State shall, at the request and cost of the Joint Venturers, use its best endeavours to assist the Joint Venturers in obtaining such services as and when required by them.

7E.2 The Public Works Standing Committee Act, 1927, shall not apply to or in relation to any works carried out under this Division.

7E.3 All programmes to be prepared in pursuance of this Division shall, as far as is reasonably practicable and in accordance with Division 3, accommodate the reasonable requirements of the Joint Venturers and any disagreement between the Joint Venturers and those persons or Authorities charged with the responsibility for the preparation of such programmes as to the reasonableness of any requirements of the Joint Venturers or the work to be constructed or the responsibility therefore or the cost thereof shall be resolved in accordance with the arbitration procedures provided herein.

DIVISION 8—RESERVES

8.1 SAULT shall provide 240 hectares of land from within the Development Area as reserve or other similar open space at no cost to the State or the Council, and save as provided in clause 8.2 such reserves shall be formed around existing watercourses. In calculating such area no allowance

shall be made for any part of the existing reserve or oval known as Tilley Park presently owned by the Council.

8.2 At least twenty-five (25) percent of such land shall be provided for purposes of active recreation and associated facilities and other uses including the purposes set forth in Division 9 and shall be located to best achieve those purposes.

8.3 Such 240 hectares shall not include land used for screening reserves along arterial and collector roads.

8.4 The Joint Venturers shall cause to be prepared and landscaped all reserves provided by SAULT pursuant to clause 8.2 within the Development Area save and except sports grounds. The Joint Venturers shall carry out such preparation and landscaping in accordance with high standards of modern subdivisional practice and in accordance with sketch plans submitted to and agreed with the Council.

8.5 Council shall assume the responsibility for the maintenance of such reserves 12 months after completion.

8.6 Notwithstanding the provisions of the Real Property Act, 1886, the requirements of section 223li of that Act shall not apply to any division of land owned by SAULT within the Development Area.

DIVISION 9—COMMUNITIES FUND

9.1 The Council shall within two months of the Commencement Date constitute a controlling body to undertake on behalf of the Council the care control and management of an undertaking, being a fund to be known as the "Golden Grove Communities Fund" (which Fund shall be established by the Council for the purposes of this Division), and being such reserve lands as are vested in the Council pursuant to clause 4B.1(c) and as may be placed by the Council (which the Council is hereby empowered to do) under the care control and management of the controlling body.

9.2 The controlling body shall consist of three persons (or such other number of persons as the Council and the Minister may from time to time consider appropriate) appointed by the Council of whom one shall be a person nominated by the Joint Venturers (during the currency of this Indenture and thereafter by SAULT) and another a person nominated by the Minister.

9.3 The Chairman of the controlling body shall be a member of Council.

9.4 The Council shall remove a member from the controlling body upon the revocation of that person's nomination.

9.5 The controlling body shall manage apply and use its undertaking for the purposes of benefiting communities within the Development Area and in particular without limiting the generality of the foregoing shall apply the Fund in providing financial assistance (additional to that normally provided by State and Local Government Authorities) to benefit such communities.

9.6 The controlling body shall in the carrying out of its functions be and continue to be (save as hereinafter provided) empowered to receive and expend all moneys paid to it as hereinafter provided together with any other moneys that may be provided to the Fund and the Council shall cause to be opened a separate banking account to be operated by the controlling body in the exercise of the aforesaid powers.

9.7 The controlling body may enter into contracts to facilitate the better performance of its functions.

9.8 In addition to their other obligations hereunder the Joint Venturers shall pay into the Fund established by this Division an amount equivalent to 00.45 dollars per centum of the selling price of each allotment of residential land created by any plan of land subdivision within the Development Area. Such payments shall be made at quarterly intervals and calculated upon the basis of the consideration mentioned in any executed conveyance of residential land. The Council shall pay into the Fund moneys of equivalent amount to those paid into the Fund by the Joint Venturers such payments to be made at the same time as the payments made by the Joint Venturers.

9.9 The Council may at any time amend vary or otherwise modify or enlarge any of the powers duties and functions of the controlling body to the extent that the Council and the Minister may from time to time agree including the abolition of the controlling body.

9.10 Notwithstanding the termination of this Indenture the controlling body hereby constituted shall continue and the provisions of this Division (save and except for clause 9.8) continue to operate as if this Indenture had not been terminated.

DIVISION 10—VARIATION OF DEVELOPMENT AREA

10.1 The Governor may from time to time by proclamation vary the boundaries of the Development Area so as to increase the area of land comprised in the Development Area.

10.2 The Joint Venturers may from time to time recommend to the Governor that the boundaries of the Development Area be varied so as to increase the area of land comprised in the Development Area, PROVIDED HOWEVER, that any recommendation of the Joint Venturers made in pursuance of this clause shall be confined to land held by or on behalf of the Crown or land owned by or under the care and control of the Council or land owned by Delfin and may not have the effect of including any other land.

10.3 Any land brought within the Development Area by virtue of a proclamation made under clause 10.1 shall not be sold without first giving SAULT two months written notice and affording to SAULT a continuing opportunity to purchase such land within such two month period.

10.4 The State shall not permit the residential development of any land held at any time by or on behalf of the Crown adjacent to the Development Area without first giving SAULT two months written notice and affording to SAULT a continuing opportunity to purchase such land for the purposes of the Joint Venture Agreement within such two month period.

DIVISION 11—HERITAGE

11.1 The Joint Venturers shall ensure that all proper steps are taken to ensure that heritage items of identified State significance within the Development Area, namely, the principal buildings of the properties known as Surrey Farm, Ladywood Farm and Petworth Farm, are maintained and reserved for ultimate community use.

DIVISION 12—ROAD CLOSURE

12.1 Notwithstanding the provisions of the Roads (Opening and Closing) Act, 1932, the Commissioner of Highways shall, by notice published in the *Government Gazette*, close such road or roads, or part of such road or roads, within the Development Area as is specified in a notice in writing given by the Joint Venturers, and may, after consultation with the Council, by notice so published, close any road or part of any road generally abutting the Development Area, upon written notice from the Joint Venturers requesting such closure.

12.2 Notwithstanding the provisions of the Roads (Opening and Closing) Act, 1932, any road (including any road reserve in which such road is situated) within or generally abutting the Development Area shall immediately upon closure vest in SAULT for an estate in fee simple free from all encumbrances and the Minister of Lands shall upon the application of SAULT cause such certificates of title in the form prescribed by the third and fourth schedules of the Roads (Opening and Closing) Act, 1932, as the case may require or as near thereto as circumstances will permit to be issued to SAULT and any certificate of title issued by virtue hereof shall be deemed to have been issued in accordance with section 18 of the Roads (Opening and Closing) Act, 1932.

DIVISION 13—GENERAL

13.1 During the carrying out of the works necessary or incidental to the implementation of the Joint Venture no person other than a party hereto shall in any legal proceedings be entitled to any order or decree by way of injunction prohibiting the carrying out of such works or any part thereof on any ground or grounds arising from or associated with any nuisance of any kind resulting from the carrying out of the works or any part thereof. The Joint Venturers shall take all reasonable action to prevent the occurrence of any nuisances.

13.2 The Joint Venturers shall be at liberty to mine quarry or otherwise extract from any land within the Development Area sand gravel clay rock sandstone or other, like material and establish crushing plants, concrete plants and the like and to use any such sand gravel clay rock sandstone or other like material for the building of roads or any structure necessary in the discharge of their obligations or State or Council obligations hereunder PROVIDED HOWEVER that no property in the minerals shall pass to the Joint Venturers by virtue hereof. The Mining Act, 1971, shall not apply to or in relation to any mining or quarrying operations carried out pursuant to this clause.

13.3 The land within the Development Area shall be exempt from mining operations notwithstanding the provisions of the Mining Act, 1971.

DIVISION 14—VARIATIONS

14.1 Subject to the provisions of clause 14.2 any of the provisions of this Indenture may from time to time be cancelled, added to, varied or replaced by agreement in writing between the parties.

14.2 The Minister shall cause any such agreement to be laid on the Table of each House of Parliament within the twelve sitting days next following its execution. Either House may, within twelve sitting days after the agreement has been laid before it, pass a resolution disallowing the agreement but if after the last day on which the agreement might have been disallowed neither House has passed such a resolution the agreement shall have effect on and from the next day after that day.

DIVISION 15—STATE PREFERENCE

15.1 As far as reasonably and commercially practicable the Joint Venturers during the currency of this Indenture shall:

- (a) Use the services of engineers, surveyors, architects and other professional consultants resident and available within the State;
- (b) Use labour available within the State;
- (c) When calling for tenders and letting contracts for works, materials, plant, equipment and supplies ensure that South Australian suppliers, manufacturers and contractors are given reasonable opportunity to tender or quote; and
- (d) Give proper consideration and where possible preference to South Australian suppliers, manufacturers and contractors when letting contracts or placing orders for works, materials, plant, equipment and supplies where price, quality, delivery, service and other commercial considerations are equal to or better than those obtainable elsewhere.

DIVISION 16—ARBITRATION

16.1 Where, pursuant to the terms of this Indenture any question, difference or dispute arising between the State or the Minister and the Joint Venturers or either of them concerning any provision of this Indenture or the meaning or construction of any matter or thing in any way connected with this Indenture or the rights duties or liabilities of the State, the Minister or the Joint Venturers or either of them, or any Government Authority or agency of the Crown or other authority under or in pursuance of the provisions of this Indenture, including any question whether the State or the Joint Venturers or any of them is or are in default under any provisions of this Indenture, or as to any matter to be agreed upon between the State or any Minister of the Crown or any Government Authority or agency of the Crown or other authority and the Joint Venturers or either of them is to be referred to arbitration, such question, difference, dispute, matter or thing shall be referred to arbitration as hereinafter provided.

16.2 Where, pursuant to the terms of this Indenture, any question, difference or dispute arising between any Minister of the Crown, a Government Authority or agency of the Crown or the Council and the Joint Venturers concerning any matter or thing arising out of the provisions of this Indenture is to be referred to arbitration pursuant to this Indenture, such question difference or dispute shall upon request of such Minister, Government Authority or agency of the Crown or other authority, Council or Joint Venturers or either of them be referred to arbitration as hereinafter provided.

16.3 References to arbitration hereunder shall be to a single arbitrator to be agreed between the Joint Venturers and the other party or parties to the arbitration and in the absence of agreement within 14 days of first attempting to reach agreement shall be to two arbitrators one to be appointed by the Joint Venturers and the other by the other party or parties to the arbitration, the two arbitrators to appoint their umpire before proceeding in the reference (a single arbitrator or two arbitrators and an umpire (as the case may be) being hereinafter in this clause referred to as "the arbitrators") and every such arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 1891, as at present in force except that the provisions of section 24a (1) of the said Act shall not apply and any question

difference or dispute referred to arbitration shall be deemed to be a submission to arbitration within the meaning of the said Act.

16.4 The arbitrators after hearing the representations of all parties directly involved in the question difference or dispute shall make such decision as is proper and just having regard to the whole of the question, difference or dispute the subject of the arbitration.

16.5 Every such decision of the arbitrators shall remain in force for such period fixed by the decision and shall be binding on all persons affected thereby.

16.6 The Minister may of his own volition and shall when requested by the Joint Venturers or either of them refer to arbitration hereunder any matter requiring decision under the provisions of this Indenture.

16.7 (a) The arbitrators may direct that any party to any proceedings pay (whether by way of lump sum or otherwise) the whole or such part as the arbitrators may think fit of the costs of and incidental to those proceedings incurred by any other party thereto or any costs incurred by the arbitrators and in the absence of any direction, the party whose submission is not upheld (and if no submission is upheld, by the parties to the reference equally) shall pay such costs.

(b) In case of difference as to the amount of any costs (except a lump sum amount) directed to be paid as aforesaid such costs shall be taxed by a taxing officer of the Supreme Court of the State as if the arbitration proceedings had been proceedings in the said Court. A direction or decision of the arbitrators as to costs may be enforced in the same manner as a Judgment or Order of the said Court.

16.8 The State, a Minister of the Crown, Government Authority or agency of the Crown or other authority, the Council or the Joint Venturers or either of them shall not be entitled to commence or maintain any action or other proceedings whatsoever in respect of any question difference dispute matter or thing which under the provisions of this Indenture may be referred to arbitration until such claim question difference or dispute has been referred to and determined by arbitration and then only for the amount of money or other relief awarded by arbitration provided that the foregoing provisions of this clause shall not apply should the State or the Joint Venturers or either of them seek Declaratory Orders from the Supreme Court of the State (which they are hereby expressly empowered to do) upon any matter in or arising out of this Indenture.

16.9 Any arbitration decision hereunder may upon the application of the State or the Joint Venturers or either of them be made an Order of a Court of competent jurisdiction and may be enforceable as such.

16.10 Where any matter is by this Indenture required to be referred to arbitration in the absence of agreement and no time for reaching agreement is specified, the matter in question may be referred to arbitration if no agreement is reached within one month of disagreement on such matter having arisen.

16.11 Where any question, difference or dispute arises between the Joint Venturers pursuant to the Joint Venture Agreement which is not resolved within one month of the question difference or dispute arising such question, difference or dispute may be referred to arbitration and the provisions of the previous clauses of this Division shall apply thereto *mutatis mutandis*.

DIVISION 17—RELATIONSHIP OF THE PARTIES

17.1 Nothing in this Indenture contained shall be construed as constituting a joint venture or partnership between the State of the one part and the Joint Venturers of the other part nor shall anything herein contained impose on the State or the Joint Venturers or either of them an obligation to expend moneys or to procure any act matter or thing nor to omit to do or procure any act, matter or thing save and except such as is provided by express words in this Indenture.

DIVISION 18—CONSULTATION

18.1 The Joint Venturers shall during the currency of this Indenture consult with and keep the State informed on a confidential basis concerning any action that they or any related person or associated company take or propose to take with any third party (including the Commonwealth or any Commonwealth constituted agency authority instrumentality or other body) or as between themselves which might significantly affect the overall interest of the State under this Indenture.

DIVISION 19—ENFORCEMENT

19.1 Enforcement of compliance with the provision of this Indenture shall rest only with the State, the Minister and the Joint Venturers or either of them.

DIVISION 20—DEROGATING LEGISLATION

20.1 Without in any way derogating from the rights or remedies of the Joint Venturers or either of them in respect of a breach of this Indenture if the Parliament of the State should at any time permit regulations, declarations, proclamations or notices or enact legislation which materially modifies the rights or materially increases the obligations of the Joint Venturers or either of them under the Ratifying Act or under this Indenture or materially reduces the obligations of the State under the Ratifying Act or under this Indenture the Joint Venturers or either of them shall have the right to terminate this Indenture by notice to the State and to the other party and if such termination is contested by the State and within 20 days after such notice it is referred to arbitration as hereinbefore provided and the question is decided against the State, the Joint Venturers or either of them shall then be entitled to claim compensation which compensation shall not take into account any allowance for future profit from any stage of land development which has not been substantially commenced but may include an allowance for enhancement in value of such land where development has not substantially commenced from the State to provide a fair and reasonable recompense to them or either of them for the net loss or damage suffered by the Joint Venturers or such of them as shall make such a claim by notice addressed to the Minister.

20.2 If any claim made under clause 20.1 is not accepted by the State within 30 days of such notice either party may refer such question of compensation to arbitration as hereinbefore provided.

DIVISION 21—TERMINATION

21.1 This Indenture shall terminate in the event of or upon the termination or expiration of the Joint Venture Agreement.

21.2 In addition the State may terminate this Indenture by not less than 90 days notice to the Joint Venturers if either of the Joint Venturers abandon

the Joint Venture or if the Joint Venturers are in default in the due performance or observance of any of the covenants or obligations on their part to be observed under this Indenture which default is material and such default is not remedied (or active steps are not commenced and continued to remedy the same if the default is of a type not capable of speedy remedy) within a period of 90 days after notice is given by the Minister to the Joint Venturers or if the alleged default is contested by the Joint Venturers or either of them and within 30 days after such notice it is submitted to arbitration in accordance with the arbitration Division hereof then within a reasonable time as fixed by the arbitration award where the question is decided against the Joint Venturers.

DIVISION 22—NOTICES

22.1 Any notice consent communication or other writing authorised by or required by this Indenture to be given or sent shall be deemed to have been duly given or sent by the State if signed by the Minister or by any senior officer of the Public Service of the State acting by the direction of the Minister and forwarded by prepaid post to the Joint Venturers at their principal offices for the time being in the State and by the Joint Venturers if signed on behalf of each of them by a director manager or secretary of the relevant Joint Venturer or by any person or persons authorised by a Joint Venturer in that behalf or by its solicitors (which solicitors have been notified to the Minister from time to time) and forwarded by prepaid post to the Minister and any such notice consent communication or writing shall be deemed to have been duly given or sent (unless the contrary be shown) on the day on which it would be delivered in the ordinary course of post provided that any notice consent communication or other writing as aforesaid may be given by telex and when despatched to such telex number (with answer back code) as the relevant addressee may hereafter specify for such purpose to the other parties by notice in writing shall be deemed to be duly given and signed on the date of despatch if the recipient machine causes the answer back code of the recipient to be printed at the beginning and end of the said notice consent communication or other writing provided transmission thereof is completed during normal business hours on a business day in the place of the addressee and if it is not so complete shall be deemed to be duly given and signed upon the commencement of normal business hours on the next business day in the place of the addressee after transmission is completed.

22.2 The Joint Venturers may appoint a manager, being an associated company of Delfin, to administer various aspects of this Indenture and to act as the agent of the Joint Venturers in matters relating to this Indenture. The manager, when appointed and notice of such appointment has been given to the Minister, shall have authority to give and receive any notice consent communication or other writing.

DIVISION 23—APPLICABLE LAW

23.1 This Indenture shall be governed by and construed in accordance with the law for the time being applicable in the State of South Australia and the parties to this Indenture consent and submit to the jurisdiction of the Courts of the State and to all Courts having jurisdiction and being competent to hear appeals therefrom.

SECOND SCHEDULE

THE PARTICULAR DESCRIPTION OF THE LAND DELINEATED BY THE FIRST SCHEDULE

The whole of the land contained in the Certificates of Title, Volume and Folio numbers as set out hereunder:—

4022/596; 4022/293; 3798/76-79 (inc.); 1896/11; 3948/7-8 (inc.); 4083/981; 4038/911; 4047/71; 1774/29; 3965/191; 4040/483; 4039/296; 4022/289-290 (inc); 4022/93; 4022/946; 4022/603; 4022/295; 4022/921; 4022/288; 4022/83; 3935/136; 4008/912; 4105/881; 4049/579; 3844/187; 1907/190; 3948/6; 4022/256; 4195/979; 4154/290-294 (inc.); 4145/42; 4216/970; 4175/532; 4175/529; 4175/530; 4175/531; 4124/990; 4124/988-989; 4139/368.

Together with that portion of section 2102 contained in C.T. 4049/582; and that portion of the land contained in C.T. 4228/221 that lies within the Corporation of the City of Tea Tree Gully.

And

(a) (i) That portion of Hill Road running easterly from the northerly production of the western boundary of sec. 2117 to the junction of Hill Road and Garfield Roads.

(b) (i) That portion south of the centre line of John Road running easterly from the centre line of Ladywood Road to the northerly production of the western boundary of sec. 2150;

(ii) That portion of John Road running easterly from the northerly production of the western boundary of sec. 2150 to the southerly production of the eastern boundary of the land contained in C.T. 4022/295;

(c) (i) That portion of Ladywood Road running north from the westerly production of the southern boundary of sec. 2125 to the westerly production of the northern boundary of sec. 2140;

(ii) That portion of Ladywood Road east of the centre line running north from the westerly production of the northern boundary of sec. 2140 to the westerly production of the northern boundary of sec. 2106;

(d) (i) That portion of Yatala Vale Road running easterly from the intersection of Yatala Vale Road with the western boundary of the Corporation of the City of Tea Tree Gully to the southerly production of the western boundary of sec. 2143;

(ii) That portion of Yatala Vale Road north of the centre line running easterly from the southern production of the western boundary of sec. 2143 to the southerly production of the eastern boundary of the land contained in C.T. 3965/191;

(iii) That portion of Yatala Vale Road north of the centre line running easterly from the southerly extension of the eastern boundary of the land contained in C.T. 4167/55 to the intersection of Yatala Vale Road with the centre line of Hancock Road;

(e) That portion of Grenfell Road north of the centre line running easterly from the northerly production of the western boundary of section 1599 to the south eastern tip of the land contained in C.T. 4195/979;

(f) (i) That portion of Hancock Road west of the centre line running northerly from the easterly production of the southern boundary of sec. 2146 to the intersection of Hancock Road with Golden Grove Road;

(ii) That portion of Garfield Road running northerly from the southern intersection of Garfield Road with Golden Grove Road to the northern junction of Garfield Road and Golden Grove Road;

(g) (i) That portion of Golden Grove Road north-west of the centre line running north-easterly from the north-easterly production of the southern boundary of the land contained in C.T. 4047/71 to the south-easterly production of the north-eastern boundary of the land contained in C.T. 4047/71;

(ii) That portion of Golden Grove Road running north-easterly from the south-easterly production of the north-eastern boundary of the land contained in C.T. 4047/71 to the northerly production of the eastern boundary of the land contained in C.T. 4040/483;

(iii) That portion of Golden Grove Road north-west of the centre line running north-easterly from the northerly production of the eastern boundary of the land contained in C.T. 4040/483 to the easterly production of the northern boundary of the land contained in C.T. 4049/579;

(h) (i) That portion of Golden Grove Road north-west of the centre line running north-easterly from the easterly production of the southern boundary of the land described in C.T. 4022/603 to the southerly production of the eastern boundary of the land contained in C.T. 4022/603;

(ii) That portion of Golden Grove Road west of the centre line running north-easterly from the south-easterly production of the southern boundary of the land contained in C.T. 4216/970 to the junction of Richardson Road and Golden Grove Road;

(iii) That portion of Golden Grove Road running westerly from the junction of Golden Grove Road and Richardson Road to the junction of Golden Grove Road and Target Hill Road;

(iv) That portion of Golden Grove Road south of the centre line running south-westerly from the junction of Golden Grove Road and Target Hill Road to the northerly production of the eastern boundary of sec. 486;

(i) That portion of Target Hill Road north of the centre line running north-west from the junction of Target Hill Road and Golden Grove Road to the south-westerly production of the south-eastern boundary of the land contained in C.T. 3887/182;

(j) That portion of Rifle Range Road running northerly from the junction of Rifle Range Road and Golden Grove Road to the westerly production of the northern boundary of sec.

2286—thence south of the centre line of the said road running north-westerly to the north-easterly production of the south-eastern boundary of the land contained in C.T. 3935/139;

(k) That portion of Government Road running northerly from the junction of Government Road and Hill Road to the junction of Government Road and Golden Grove Road;

(l) That portion of Government Road running north-westerly from the south-westerly production of the southern boundary of the land contained in C.T. 4022/83 to the junction of Government Road and Golden Grove Road;

(m) That portion of Richardson Road west of the centre line running northerly from the junction of Richardson Road and Golden Grove Road to the easterly production of the northern boundary of the land contained in C.T. 4139/368;

(n) That portion of closed road running easterly from the junction of closed road with Golden Grove Road along portion of the southern boundary of the land contained in C.T. 4124/989 to the junction of closed road with Richardson Road.

THIRD SCHEDULE

PARAMOUNT OBJECTIVES

1. To develop the land at Golden Grove in a manner that is complementary to the broader regional planning objectives, proposals and principles as set out in the Development Plan under the Planning Act, 1982 and to ensure the efficient and comprehensive integration of the Development Area with the City of Tea Tree Gully and Metropolitan Adelaide generally.
2. To facilitate the provision of a comprehensive range of accommodation for those members of the general public wishing to purchase or rent residential accommodation having due regard for the requirements of those persons with special needs and to ensure that the serviced allotments necessary in this regard are available to purchasers of land at fair and reasonable prices.
3. To enable SAHT to obtain sufficient suitable land and/or residential dwellings to satisfy the requirement:
 - (a) that between twenty five (25) and thirty (30) per cent of the total dwelling units in the Development Area shall be for public housing purposes; and
 - (b) that public housing be integrated with private housing in living areas such that no section or area of the Development Area can be readily identified simply as public housing area or estate.
4. To provide and effect the systematic development and release of land in a manner conducive to economic staging of public works and services.
5. To adopt practices which minimise land and housing costs to prospective residents within the bounds of prudent commercial and land development practice.
6. To provide for and effect a safe pleasant and convenient environment for people living or working in the Development Area and in particular to provide ready access to those community facilities and services required to satisfy their needs.
7. Consistent with the accomplishment of objective (6) to include an effective Community Development Programme in planning for the Development Area.
8. To develop the Development Area in a manner sympathetic to the environmental features of the area.
9. To establish an efficient and effective form of planning and development control administration in consultation with the Council and other appropriate authorities and agencies responsible for the provision of public services.
10. To give ample scope for a comprehensive range of builders to be engaged within the Development Area.

FOURTH SCHEDULE

SOUTH AUSTRALIA

PLANNING ACT, 1982

CITY OF TEA TREE GULLY—
GOLDEN GROVE
SUPPLEMENTARY DEVELOPMENT PLAN
EXPLANATORY STATEMENT

STATEMENT OF INVESTIGATIONS

The State Government has owned land at Golden Grove in the northern part of Tea Tree Gully since 1974 with the intention of extending the urban development area of Tea Tree Gully. The site, some 1,230 hectares, comprises undulating land suitable for residential development and has been held by the S.A. Urban Land Trust for that purpose.

Several planning studies have been carried out over the land to ascertain the most appropriate urban development form for the area, bearing in mind the need to integrate Golden Grove with the existing urban development of Tea Tree Gully and Salisbury.

In October 1982, Registrations of interest were called from private developers wishing to develop the land. In December 1983, Delfin Property Group Limited was chosen as a Joint Venturer with the S.A. Urban Land Trust to develop the site.

Subsequent analysis of the earlier planning studies and further site analysis produced a structure plan whose major elements comprise this supplementary development plan. A Statutory Indenture and Enabling Act are required for the Joint Venture to proceed that would include a number of proposals necessary for the projected 15 year life span of the project.

The supplementary development plan provides the planning basis upon which the Joint Venture will proceed.

EXPLANATORY STATEMENT

Need for Amendment

The Golden Grove area has been the subject of a separate planning system from the Planning Act, 1982, by virtue of the Tea Tree Gully (Golden Grove) Development Act. Under the Golden Grove Act, a development scheme and directions were produced which no longer reflect the planning needs of the area. It is intended to repeal the Tea Tree Gully (Golden Grove) Development Act and to bring Golden Grove under the ambit of the Planning Act, albeit in a modified form.

In order to reflect the planning requirements of the Joint Venture between the S.A. Urban Land Trust and Delfin Property Group Limited, formed to jointly develop the area, a supplementary development plan is required.

Area of Application

This amendment refers to the area of Golden Grove as delineated in the Tea Tree Gully (Golden Grove) Development Act. The Plan comprises two parts. One part applies to Tea Tree Gully external to Golden Grove and the other to Golden Grove alone.

Policy Changes

The Objectives and Proposals for Metropolitan Adelaide apply to the City of Tea Tree Gully external to Golden Grove and also to Golden Grove.

A set of Principles of Development Control has been prepared to apply to the Golden Grove section of the Plan.

A District Centre, two Neighbourhood Centres and anticipated school sites, all with undefined locational boundaries, and a Light Industry Zone and proposed arterial roads are shown on an amendment to Map TTG/1 in order to serve the anticipated 30,000 population of Golden Grove.

An open space system, based on and around the creeks and tributaries throughout Golden Grove, is also shown on the amended Map TTG/1.

A residential zone and a Light Industry Zone together with a Table outlining planning standards for these zones are introduced.

Amendment Summary

(The page numbers refer to the second publication of the Development Plan pursuant to Section 40 of the Act).

1. *Part VI—Tea Tree Gully: Page 1*

Delete reference to the Tea Tree Gully (Golden Grove) Development Area.

2. *Part VI—Tea Tree Gully: Page 1*

Insert a reference to the two parts of the Development Plan for Golden Grove and the City of Tea Tree Gully external to Golden Grove.

Delete the reference to policies contained in the Tea Tree Gully (Golden Grove) Development Scheme and Directions.

3. *Part VI—Tea Tree Gully: Page 1*

Delete the reference to the Tea Tree Gully (Golden Grove) Development Scheme Area.

4. *Part VI—Tea Tree Gully: Principles of Development Control*

Include a set of Principles specifically related to Golden Grove.

5. *Part VI—Tea Tree Gully: Zones*

Insert a "Golden Grove Residential Zone" setting out objectives and principles of development control for the zone.

6. *Part VI—Tea Tree Gully: Zones*

Insert a "Golden Grove Light Industry Zone" setting out objectives and principles of development control for the zone.

7. *Part VI—Tea Tree Gully: Tables*

Insert Tables TTG/GG/1 and TTG/GG/2 setting out conditions applying to permitted uses as shown in Attachment 'A'.

8. *Part VI—Tea Tree Gully: Maps*

By amending Map TTG/1 by inserting Map TTG/1 (Amendment C) to show the residential and industrial zones, open space, centres, school sites and major road network proposals for Golden Grove.

Delete Maps TTG/8, TTG/9, TTG/11 and TTG/12 and substitute with new maps TTG/8, TTG/9, TTG/11 and TTG/12.

NOTE: This explanatory statement does not form part of the supplementary development plan.

SOUTH AUSTRALIA
PLANNING ACT, 1982
AMENDMENT TO THE DEVELOPMENT PLAN
CITY OF TEA TREE GULLY: GOLDEN GROVE
SUPPLEMENTARY DEVELOPMENT PLAN

The Development Plan is amended as follows:
(The page numbers refer to the Second Publication of the Development Plan pursuant to Part IV of the Act).

Part VI—Metropolitan Adelaide: Page 2A

By inserting under the heading 'Material' immediately after the last item the following passage:
... "City of Tea Tree Gully Golden Grove Supplementary Development Plan, authorized ..."

Part VI—Tea Tree Gully: Page 1

Under the heading "Area" delete the phrase "with the exception of the Tea Tree Gully (Golden Grove) Development Scheme Area No. 1 as shown on Maps TTG/11 and 12."

Part VI—Tea Tree Gully: Page 1

Immediately under the heading "Arrangement", insert the following:

"This Plan comprises two parts:

Part A: Applies to the area of the City of Tea Tree Gully outside the Development Area as defined by the Golden Grove Indenture as ratified by the Golden Grove (Indenture Ratification) Act, 1984.

Part B: Applies to the Golden Grove Development Area

Map TTG/2 shows the two areas.

Each Part has its own set of Objectives, Proposals and Principles of Development Control, which should be read separately.

The planning policies for the two parts of the City are integrated however by a common Structure Plan as shown on Map TTG/1 and by the zones shown on Maps TTG/6-25."

Part VI—Tea Tree Gully: Page 1

Under the heading "Arrangement" delete the whole of that section after the phrase, "which are prohibited".

Part VI—Tea Tree Gully: Page 1

Immediately preceeding the heading "OBJECTIVES", insert the following heading on a new page:

"PART A: CITY OF TEA TREE GULLY EXTERNAL TO GOLDEN GROVE DEVELOPMENT AREA (AS DEFINED BY THE GOLDEN GROVE INDENTURE AS RATIFIED BY THE GOLDEN GROVE (INDENTURE RATIFICATION) ACT, 1984)".

Part VI—Tea Tree Gully: Page 1

Delete the whole of the passage under the heading "OBJECTIVES" and insert in lieu thereof the following passage:

"The objectives for Metropolitan Adelaide apply to this part of the area of the City of Tea Tree Gully."

Part VI—Tea Tree Gully: Page 1

Delete the whole of the passage under the heading "PROPOSALS" and insert in lieu thereof the following passage:

"The proposals for Metropolitan Adelaide apply to this part of the area of the City of Tea Tree Gully."

Part VI—Tea Tree Gully: Pages 7 to 51

Wherever the phrases "the whole of the council area" or "the council area" appear, the phrase is to be deleted and replaced with the following phrase:

"this part of the Council area".

Part VI—Tea Tree Gully: Page 55

By inserting after Table TTG/3 the contents of attachment 'A'.

Part VI—Tea Tree Gully: Maps

(i) By varying Map TTG/1 by the addition of the content of Map TTG/1 (Amendment C) as contained in attachment 'B'.

(ii) By deleting the whole of Maps TTG/8, 9, 11 and 12 and substituting Maps TTG/8, 9 11 and 12 respectively, as contained in attachment 'B'.

ATTACHMENT 'A'

PART B: GOLDEN GROVE DEVELOPMENT AREA

OBJECTIVES

The objectives for Metropolitan Adelaide apply to this part of the area of the City of Tea Tree Gully.

PROPOSALS

The proposals for Metropolitan Adelaide apply to this part of the area of the City of Tea Tree Gully.

PRINCIPLES OF DEVELOPMENT CONTROL

Form of Development

1. Development should be in accordance with the Metropolitan Adelaide Plan, Map MA/4 and the Tea Tree Gully Plan, Map TTG/1, including that part of the urban area in the adjoining council areas.
2. Development should be orderly and economic.
3. New housing and other urban development should:
 - (a) form a compact and continuous extension of an existing built up area;
 - (b) be located so as to achieve economy in the provision of public services; and
 - (c) create a safe, convenient and pleasant environment in which to live.
4. Extensions of built-up areas should not be in the form of ribbon development along roads.
5. Development in localities having a bad or unsatisfactory layout, or unhealthy or obsolete development should improve or rectify those conditions.
6. Existing urban areas should be substantially developed before rural land is used for urban development.
7. Land, particularly steeply sloping land, used for the erection of buildings should be stable.
8. Poorly-drained land should be raised at least 1.3 metres above the highest winter watertable before development takes place.
9. Development should not be undertaken on land liable to inundation by tidal, drainage or flood waters.
10. Development in areas separating 'metropolitan districts' should have an open character.
11. No development should be undertaken which is likely to lead to the pollution of water catchment areas.
12. Septic tanks should:
 - (a) not be installed where the effluent is likely to lead to the pollution of surface or underground water; and
 - (b) be installed on allotments large enough to allow the disposal of the effluent within the allotment boundaries.

Land Division

13. Land should not be divided:
 - (a) in a manner which would prevent the satisfactory future division of the land, or any part thereof;
 - (b) if the proposed use, or the establishment of the proposed use, is likely to lead to undue erosion of the land or land in the vicinity thereof;
 - (c) unless wastes produced by the proposed use of the land, or any use permitted by the principles of development control, can be managed so as to prevent pollution of a public water supply or any surface or underground water resource;
 - (d) if the size, shape and location of, and the slope and nature of the land contained in, each allotment resulting from the division is unsuitable for the purpose for which the allotments is to be used;
 - (e) if any part of the land is likely to be inundated by tidal or floodwaters and the proposed allotments are to be used for a purpose which would be detrimentally affected when the land is inundated;
 - (f) where community facilities or public utilities are lacking or inadequate;
 - (g) where the proposed use of the land is the same as the proposed use of other existing allotments in the vicinity, and a substantial number of the existing allotments have not been used for that purpose; or
 - (h) if it would cause an infringement of any provisions of the Building Act or any by-law or regulation made thereunder.
14. When land is divided:
 - (a) any reserves or easements necessary for the provision of public utility services should be provided;
 - (b) stormwater should be capable of being drained safely and efficiently from each proposed allotment and disposed of from the land in a satisfactory manner;

- (c) a water supply sufficient for the purpose for which the allotment is to be used should be made available to each allotment;
- (d) provision should be made for the disposal of waste waters, sewage and other effluents from each allotment without risk to health;
- (e) roads or thoroughfares should be provided where necessary for safe and convenient communication with adjoining land and neighbouring localities;
- (f) each allotment resulting from division should have safe and convenient access to the carriageway of an existing or proposed road or thoroughfare;
- (g) proposed roads should be graded, or be capable of being graded to connect safely and conveniently with an existing road or thoroughfare;
- (h) for urban purposes, provision should be made for suitable land to be set aside for usable local open space; and
- (i) the land borders a river, lake or creek, the land immediately adjoining the river, lake or creek should become public open space.

Residential development

15. Existing and proposed living areas should only contain residential development and associated development such as local shops, primary schools and local open spaces. Within residential areas:

- (a) there should be no through traffic;
- (b) pedestrian and vehicular traffic should be segregated;
- (c) development should be suitably separated from traffic on adjoining arterial roads;
- (d) dwellings should be sited so as to maintain privacy and create individuality;
- (e) open space should provide recreational activities, pedestrian links and the preservation of natural features; and
- (f) no development should be undertaken which would impair the amenity or the residential character.

16. The expansion of existing commercial, service industry or industrial activities in living areas should not impair the residential character of the area.

17. Development in a residential area should maintain the attractiveness of the area as a place in which to live and should not create annoyance to existing householders by:

- (a) overshadowing;
- (b) cutting off light or views;
- (c) increasing traffic volumes;
- (d) overcrowding community facilities; or
- (e) altering adversely the character of the area.

18. The floor space and bulk of a residential building, and the space around the building, should be appropriate to the locality in which the building is to be erected.

19. Not more than half the space around multiple dwellings and residential flat buildings should be used for car parking and driveways.

Centres and Shops

20. Shopping, administrative, cultural, community, entertainment, educational, religious and recreational facilities should be located in business, centre and shopping zones.

21. Shopping development should be located as follows:

- (a) a shop or group of shops with a gross leasable area of greater than 450 square metres should be located in a business, centre or shopping zone;
- (b) a shop or group of shops with a gross leasable area of 450 square metres or less should not be located on an arterial road as shown on Map MA/4 unless located in a business, centre or shopping zone;
- (c) a shop or group of shops with a gross leasable area of 450 square metres or less located outside a business, centre or shopping zone should:
 - (i) not hinder the development or function of any business, centre or shopping zone; and
 - (ii) conform to the access, car parking and design principles for business, centre and shopping zones set out below.

22. The total gross leasable area of shops in a local Centre Zone should not exceed 450 square metres.

23. Centre-type development located outside business, centre or shopping zones should:

- (a) be of a size and type which would not hinder the development or function of any business, centre or shopping zone, in accordance with the objectives for centres and shops and the objectives for the appropriate zones; and
- (b) conform to the access, car parking and design principles for business, centre and shopping zones set out below.

24. Development within business, centre and shopping zones should be located having regard to the following principles:

- (a) within zones which straddle arterial roads or intersections of arterial roads, the major shopping focus, defined by the gross leasable area and associated car parking, should be restricted to one side of the road or one quadrant of the intersection;

- (b) development should not generate pedestrian or vehicular traffic onto or across an arterial road in such a way as to materially impair the movement of traffic on that road or to cause safety hazards;
 - (c) development should not generate significant increases in traffic in adjacent residential areas;
 - (d) development, including required car parking and landscaping, should be accommodated on land which is not required for road widening.
25. Development within business, centre and shopping zones should conform to the following access and car parking principles:
- (a) development should provide safe and convenient access for private cars, cyclists, pedestrians, service vehicles, emergency vehicles and public utility vehicles;
 - (b) access points onto public roads should be located and designed in such a way as to minimise traffic hazards, queuing on public roads and intrusion into adjacent residential areas;
 - (c) the number, location and design of access points onto the arterial roads shown on Map MA/4 should be such as to minimise traffic hazards, queuing on the roads, right turn movements and interference with the function of intersections, junctions and traffic control devices;
 - (d) development should provide sufficient off-street parking to accommodate customer, employee and service vehicles;
 - (e) car parking areas should be located and designed in such a way as to ensure safe and convenient pedestrian access from vehicles to facilities, safe and convenient traffic circulation, minimal conflict between customer and service vehicles and should include adequate provision for manoeuvring into and out of parking bays;
 - (f) the layout of all parking areas should be designed so as to obviate the necessity for vehicles to back onto public roads;
 - (g) individual parking areas should, wherever possible, be so located and designated that:
 - (i) vehicular movement between them does not require the use of public roads; and
 - (ii) the number of access points is minimized.
 - (h) opportunities for the shared use of car parking between developments should be exploited so as to reduce the total extent of car parking areas;
 - (i) residential development located within centres should have access and parking areas separate from the access and car parking areas serving the other centre facilities;
 - (j) landscaping should be provided and maintained in order to screen, shade and enhance the appearance of car parking areas.
26. Development within business, centre and shopping zones should conform with the following design principles:
- (a) development should provide for the integration of existing and future facilities so as to promote ease of pedestrian movement and sharing of facilities as well as to retain the opportunity for future expansion within the zone;
 - (b) development should:
 - (i) comply with the objectives for the zone or otherwise be compatible with the predominant character of other buildings in the locality; and
 - (ii) preserve buildings of historical or architectural significance.
 - (c) development should provide:
 - (i) off-street loading, service areas and service vehicle manoeuvring areas;
 - (ii) lighting for buildings and ancillary areas, with no light spill causing nuisance or hazard; and
 - (iii) unobtrusive facilities for storage and removal of waste materials.
 - (d) development should not cause nuisance or hazard arising from:
 - (i) microclimatic conditions;
 - (ii) excessive noise;
 - (iii) odours;
 - (iv) overlooking;
 - (v) overshadowing; or
 - (vi) visual intrusion.
 - (e) Where necessary, development should:
 - (i) provide parking, access and facilities for the physically handicapped;
 - (ii) minimize energy consumption for lighting, heating, cooling and ventilation;
 - (iii) provide public spaces such as malls, plazas and courtyards;
 - (iv) provide public facilities including toilets, seating, telephones and community information boards; and
 - (v) provide access for public transport and sheltered waiting areas for passengers.
 - (f) Landscaping should be provided and maintained in order to:
 - (i) establish a buffer between development in the zone and adjacent areas;
 - (ii) complement the landscaping provided by adjacent development and enhance the visual appearance and character of the zone;
 - (iii) shade, define and create windbreaks for pedestrian paths and spaces; and
 - (iv) screen service yards, loading areas and outdoor storage areas.

- (g) Outdoor signs, both free-standing and attached to buildings, should be located and designed in such a way as to:
- (i) be in scale with the development as a whole, the buildings therein and the desired character of the zone or otherwise be compatible with the character of the locality;
 - (ii) not impair the view of or from nearby developments; and
 - (iii) not distract attention from traffic control information.

Community Facilities

27. Community facilities should be conveniently located in relation to the population they are to serve.

Movement of People and Goods

28. Development and associated points of access and egress should not create conditions that cause interference with the free flow of traffic on adjoining roads.
29. Development should include appropriate provision on the site to enable the parking, loading, unloading, turning and fuelling of vehicles.

Commercial Development

30. Wholesaling, storage, transport and service industries should be located in commercial areas.
31. Commercial development should be of a high architectural standard and be set back from the road frontage to allow for landscaping.
32. Warehouses near residential areas should not impair the amenity of the residential area and points of entrance and exit should be located so that the number of vehicles using nearby residential roads is kept to a minimum.

Industrial Development

33. Industrial development should be located in industrial areas.
34. No dwellings other than caretakers' quarters should be erected in industrial areas.
35. Industrial development should be of a high architectural standard and set back from the road frontage to allow for landscaping.
36. The width of roads in an industrial area should be adequate for the type and volume of traffic expected.
37. Where industrial areas abut residential areas, light industrial development should be located near the residential area to minimise the nuisance to householders.

Public Utilities

38. Buildings and structures associated with the supply and maintenance of public utilities should, wherever practicable, be sited unobtrusively and landscaped.

Mining

39. Mining operations should be based on a rehabilitation plan to ensure a close correlation between the operations and the after-use of the site.

Conservation

40. Development should be undertaken with the minimum effect on natural features, land adjoining water or scenic routes or scenically-attractive areas.
41. Natural vegetation should be preserved wherever possible and replanting should take place, wherever practicable.
42. The natural character of rivers and creeks should be preserved.
43. Development should not impair the character or nature of buildings or sites of architectural, historical or scientific interest or sites of natural beauty.

Appearance of Land and Buildings

44. The appearance of land, buildings, and objects should not impair the amenity of the locality in which they are situated.
45. Outdoor advertisements should:
- (a) be confined to appropriate localities in urban areas;
 - (b) not be located in rural areas; and
 - (c) be designed and sited having regard to the predominant character of the locality.

ZONES

INTRODUCTION

The objectives and principles of development control that follow apply in the Zones shown on Maps TTG/8, 9, 11 and 12. They are additional to those expressed for this part of the council area.

Reference should be made to the principles of development control for the zone and to those applying in this part of the council area to determine all the principles relevant to any kind of development. In cases of apparent conflict, precedence should be given to the more detailed policy applying.

GOLDEN GROVE RESIDENTIAL ZONE

INTRODUCTION

The objective and principles of development control that follow apply in the Golden Grove Residential Zone shown on Maps TTG/8, 9, 11 and 12.

OBJECTIVE

Objective 1: A zone primarily accommodating a range of dwelling types and associated community and public utility facilities.

PRINCIPLES OF DEVELOPMENT CONTROL

1. Development undertaken in the Golden Grove Residential Zone should be primarily a range of dwelling types at varying densities.

2. The following kinds of development are permitted in the Golden Grove Residential Zone subject to compliance with conditions comprising, where applicable:

The conditions prescribed in Table TTG/GG/1 and Table TTG/GG/2.

aged persons dwelling	plant nursery
cluster dwelling	primary school
community centre	pumping station over 75 kW
detached dwelling	recreation area
display dwelling	reservoir
educational establishment	residential flat building
electricity substation	row dwelling
joint venture promotion and site office	semi-detached dwelling
land division	service reservoir
major public service depot	telephone exchange
minor public service depot	waterworks
	welfare institution

3. The following kinds of development are prohibited in the Golden Grove Residential Zone:

abattoir	light industry
amusement hall	motel
amusement park	motor race track
amusement machine centre	motor repair station
auction room	motor showroom
bank	non-residential club
bowling alley	office
builders yard	office and dwelling
bus depot	petrol filling station
bus station	post office
caravan park	prescribed mining operation
cemetery	private hotel
concert hall	racecourse
crematorium	radio and T.V. studio
dance hall	refuse destructor
defence establishment	residential club
dog track	road transport terminal
drive-in theatre	service industry
exhibition hall	shop
fire station	shop and dwelling
fun fair	show ground
general industry	skating rink
gymnasium	special industry
hotel	squash court
	stadium
	store
	theatre
	timber yard
	used car lot
	warehouse

GOLDEN GROVE LIGHT INDUSTRY ZONE

INTRODUCTION

The objective and principles of development control that follow apply in the Golden Grove Light Industry Zone shown on Maps TTG/8, 9, 11 and 12. They are additional to those expressed for this part of the Council area.

OBJECTIVE

Objective 1: A zone primarily accommodating industries and commercial facilities which manufacture on a small scale.

PRINCIPLES OF DEVELOPMENT CONTROL

1. Development undertaken in the Golden Grove Light Industry Zone should be, primarily, small-scale commercial and light industry facilities which do not create any appreciable noise, smoke, smell, dust or other nuisance or generate heavy traffic.

2. The following kinds of development are permitted in the Golden Grove Light Industry Zone subject to compliance with conditions comprising, where applicable: The conditions prescribed in Table TTG/GG/1 and Table TTG/GG/2.

builders yard
electricity substation
land division
light industry
minor public service depot
motor repair station
petrol filling station

pumping station over 75 kW
recreation area
service industry
store
telephone exchange
timber yard
warehouse

3. The following kinds of development are prohibited in the Light Industry Zone:

abattoir
amusement hall
amusement machine centre
amusement park
billiard saloon
boarding house
bowling alley
caravan park
cemetery
cluster dwelling
community centre
concert hall
crematorium
dance hall
detached dwelling
display dwelling
drive-in theatre
educational establishment
exhibition hall
fun fair
general industry
golf course
golf driving range
gymnasium
health centre
hospital

library
meeting hall
multiple dwelling
place of worship
police station
prescribed mining operation
primary school
residential flat building
row dwelling
show ground
semi-detached dwelling
skating rink
special industry
squash court
stadium
stock saleyard
theatre
welfare institution

CITY OF TEA TREE GULLY
TABLE TTG/GG/1
CONDITIONS APPLYING TO PERMITTED DEVELOPMENT IN GOLDEN GROVE
RESIDENTIAL DEVELOPMENT

ELEMENT OF CONTROL	STANDARD					
	Detached Dwelling	Semi-Detached Dwelling	Cluster Dwelling	Row Dwelling	Residential Flat Building	Aged Persons Dwelling
Minimum Dwelling Site area	560m ²	400m ²	400m ²	325m ²	—	—
Average Land Area per Dwelling	—	—	—	—	250m ²	200m ²
Minimum Frontage of Individual Site to Road Access	4m	4m	4m	4m	—	—
Minimum Frontage of Allotment Containing Multi-Dwelling Development	—	—	10m	—	10m	10m
Minimum Set back from:						
• Road Boundary *	6m	6m	5m	6m	6m	6m
• Rear Boundary	1m	3m	3m	3m	3m	3m
• At Least One Side Boundary	1m	1m	2m	1m	—	1m
				(Where on end of row)		
* Where 2 road boundaries side road—4.5 m						
Both side Boundaries	—	—	—	—	3m	—
Minimum Area of Private Open Space Having a Minimum Dimension in Any One Direction of 4m	—	—	60m ²	40m ²	40m ²	40m ²
Maximum Height	2 Storeys	2 Storeys	2 Storeys	2 Storeys	1 Storey	1 Storey
Maximum Building Site Coverage	50%	50%	50%	50%	50%	50%
Minimum Carparking per Dwelling	2 spaces	2 spaces	2 spaces	2 spaces	2 spaces	1 space

KIND OF DEVELOPMENT	CONDITIONS
Light Industry Service Industry Store Warehouse	<ol style="list-style-type: none"> 1. The total area of the site occupied by buildings not exceeding 50 per centum of the area of the site. 2. A clearance of not less than three metres being provided for access purposes between any structure and one side boundary of the site. 3. No part of any industrial building, store, warehouse or works exceeding two metres in height being constructed near to the boundary of a residential zone or of land used or which may be used for the purpose of a school or hospital, than three metres plus 500 millimetres for each metre by which the height of the part in question exceeds 3.5 metres. 4. A parking area being established on the site of the light or service industry, store or warehouse at the rate of not less than one car parking space for every 47 square metres of total floor area or one car parking space for every two employees (whichever provides the larger parking area in the particular case), except that where retail sales take place on the site, then seven car spaces per 100 m² is required for that floor area used for sale, or display for sale, by retail; subject to condition A. 5. The planning authority having given a certificate that it is satisfied that: <ol style="list-style-type: none"> (a) provision has been made for all loading and unloading of vehicles to take place on the site of the industry, store or warehouse, and (b) conditions B, C, D and E have been complied with.
Petrol Filling Station Motor Repair Station	<ol style="list-style-type: none"> 1. The total area of the site occupied by buildings not exceeding 50 per centum of the area of the site. 2. A clearance of not less than three metres being provided for access purposes between any structure and one side boundary of the site. 3. No part of any building, or works exceeding two metres in height being constructed nearer to the boundary of a residential zone or of land used or which may be used for the purpose of a school or hospital, than three metres plus 500 millimetres for each metre by which the height of the part in question exceeds 3.5 metres. 4. A parking area being established on the site of the petrol filling station or motor repair station at the rate of not less than one car parking space for each service bay provided in a building plus one car parking space for every two employees plus where retail sales take place on the site, then seven car spaces per 100 m² is required for that floor area used for sale, or display for sale, by retail; subject to condition A. 5. The planning authority having given a certificate that it is satisfied that: <ol style="list-style-type: none"> (a) provision has been made for all loading and unloading of vehicles to take place on the site of the petrol filling station and motor repair station. (b) conditions B, C, D and E have been complied with.
Builders Yard Timber Yard	<ol style="list-style-type: none"> 1. The total area of the site occupied by buildings not exceeding 50 per centum of the area of the site. 2. A clearance of not less than three metres being provided and maintained free of obstructions for access purposes along one side boundary of the site. 3. No part of any building, or works exceeding two metres in height being constructed nearer to the boundary of a residential zone or of land used or which may be used for the purpose of a school or hospital, than three metres plus 500 millimetres for each metre by which the height of the part in question exceeds 3.5 metres. 4. A parking area being established on the site of the builders yard or timber yard at the rate of not less than one car parking space for every two employees plus where retail sales take place on the site, then seven car spaces per 100 m² is required for that part of the floor area in a building sale, or display for sale, by retail; subject to condition A. 5. The planning authority having given a certificate that it is satisfied that: <ol style="list-style-type: none"> (a) provision has been made for all loading and unloading of vehicles to take place on the site of the industry, store or warehouse, and (b) conditions B, C, D and E have been complied with.

KIND OF DEVELOPMENT	CONDITIONS
Electricity Substation Major Public Service Depot Minor Public Service Depot Pumping Station over 75 kW Telephone Exchange	<ol style="list-style-type: none"> 1. The total area of the site occupied by buildings not exceeding 50 per centum of the area of the site. 2. A clearance of not less than three metres being provided and maintained free of obstructions for access purposes between any structure and along one side boundary of the site. 3. No part of any building, or works exceeding two metres in height being constructed nearer to the boundary of a residential zone or of land used or which may be used for the purpose of a school or hospital, than three metres plus 500 millimetres for each metre by which the height of the part in question exceeds 3.5 metres. 4. A parking area being established on the site of the Electricity Substation, Major Public Service Depot, Minor Public Service Depot, Pumping Station over 75 kW or Telephone Exchange at the rate of not less than one car parking space for every two employees who are employed on or work from the site; subject to condition A. 5. The planning authority having given a certificate that it is satisfied that: <ol style="list-style-type: none"> (a) provision has been made for all loading and unloading of vehicles to take place on the site of the Electricity Substation, Major Public Service Depot, Minor Public Service Depot, Pumping Station over 75 kW or Telephone Exchange, and (b) conditions B, C, and D have been complied with.
Recreation Area	No nuisance or annoyance being created or caused to the occupiers of any land in the vicinity of that recreation area.

CONDITION A—LESSER PARKING AREA

A lesser parking area than that specified being established on the site, provided that the planning authority has given a certificate that:

- (a) part or the whole of the parking needs arising from the development will be met by a parking area, on another site, available or to be available for the duration of the development or intended development, and
- (b) the other site, and the parking area to be established on the other site, comply with Conditions B, C, D and E.

CONDITION B—ACCESS TO ROADS

The number, location and design of access points to a road or thoroughfare from the site being established so as best to ensure the safety of the public and the free flow of traffic in the locality.

CONDITION C—PARKING AREA DESIGN AND IDENTIFICATION

- (a) The design, layout and pavement of the parking area being established so as best to ensure the safety of the public and free flow of traffic in the locality; and
- (b) adequate identification being provided to ensure that the location of the parking area is readily apparent to visitors.

CONDITION D—LANDSCAPING

Suitable landscaping of the site being provided for in plans and drawings, which may be the plans and drawings of the building work required to be submitted to the council for approval under the Building Act, 1970-1976, and such landscaping would be satisfactory if implemented in accordance with the plans and drawings within twelve months of the giving of the certificate and maintained in the form and to the standard shown on the plans and drawings, and provided that such landscaping shall include the portions of the site which are:

- (a) adjacent to the alignment of a road, street or thoroughfare; and
- (b) within the parking areas referred to in any condition requiring the provision of such parking areas.

CONDITION E—ADVERTISING SIGNS

Proposed signage of the site being provided for in plans and drawings, which may be the plans and drawings of the building work required to be submitted to the council for approval under the Building Act, 1970-1976, and such signage would be satisfactory if implemented in accordance with the plans and drawings and maintained in the form and to the standard shown on the plans and drawings, and provided that such signage complements the design of the buildings and proposed landscaping required by condition D and would not detract from the character and amenity of the locality.











CITY OF TEA TREE GULLY

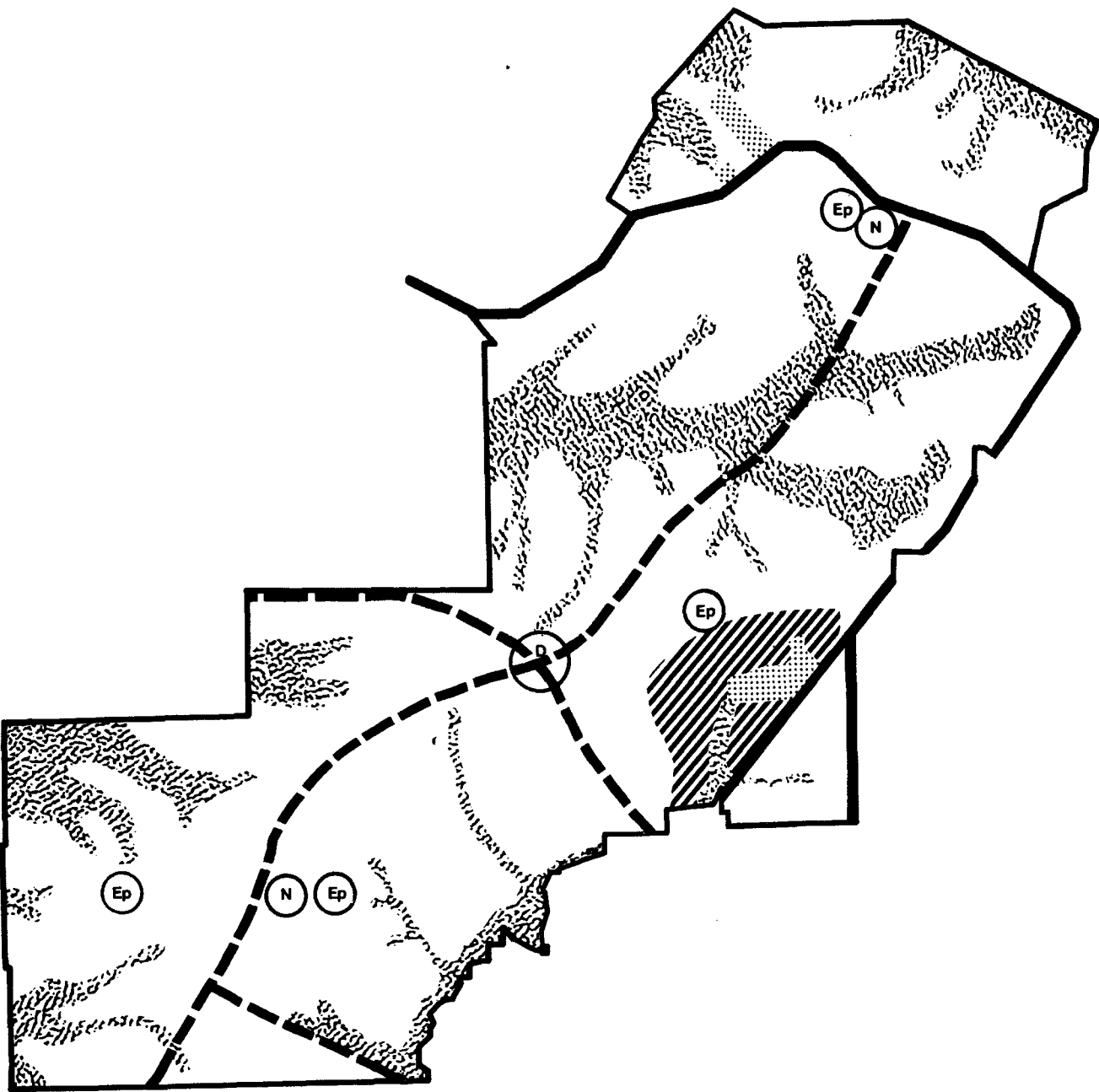
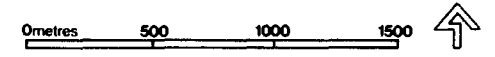
TABLE TTG/GG/2

Significant Heritage Buildings

- | | |
|--------------------------------------------|--------------------------------------------------|
| 1. Ladywood Farm:
(principal homestead) | Ladywood Road: Section 2134,
Hd. of Yatala |
| 2. Surrey Farm:
(principal homestead) | Yatala Vale Road: Section 2141,
Hd. of Yatala |
| 3. Petworth Farm:
(principal homestead) | Section 1560, Hd. of Yatala |

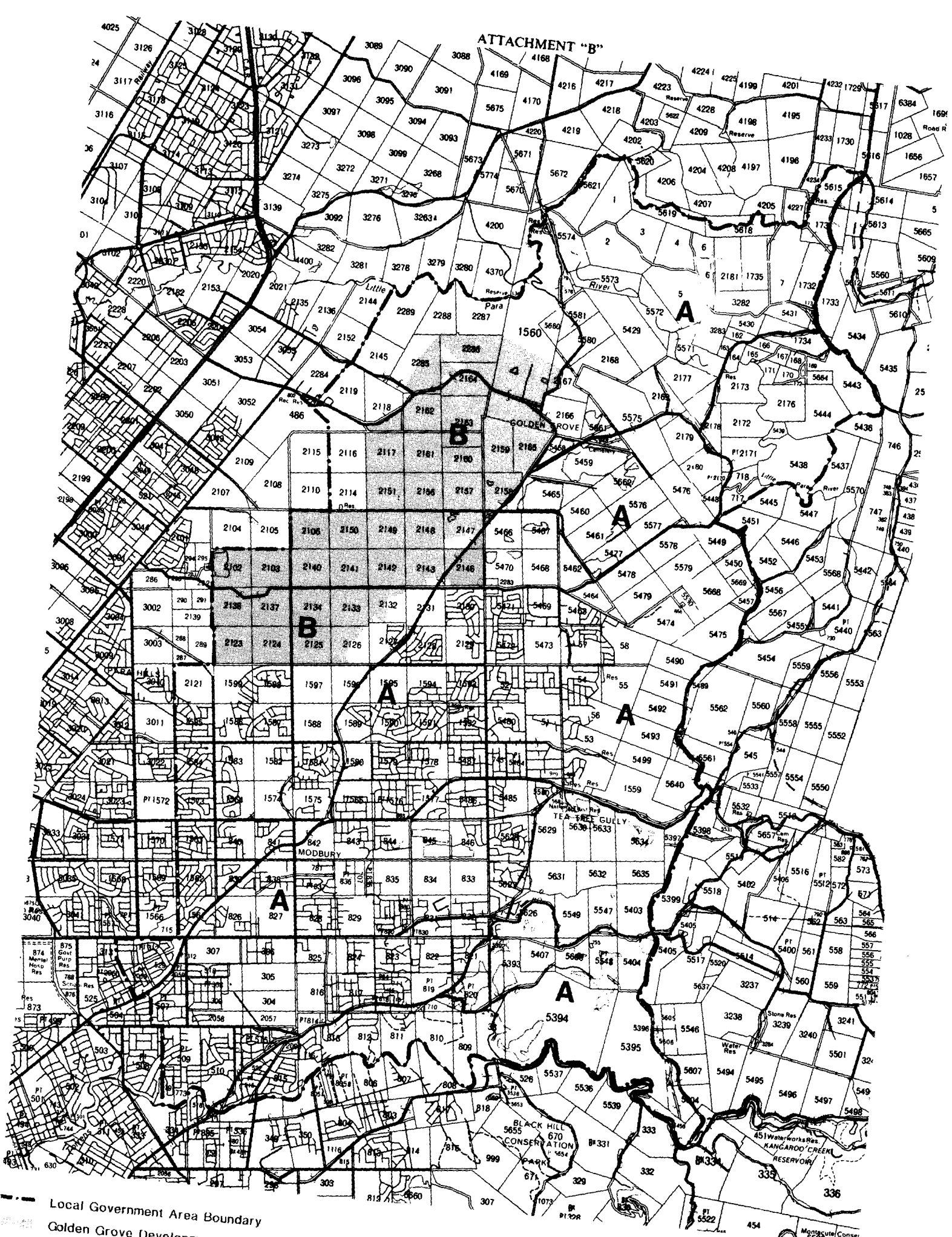
ATTACHMENT "B"

-  Living
-  Light Industrial
-  Proposed Open Space
-  Excluded Area
-  Education Primary
-  Neighbourhood Centre
-  District Centre
(including high school site)
-  Major Arterial Road
-  Proposed Major Arterial Road
-  Boundary of Area Affected

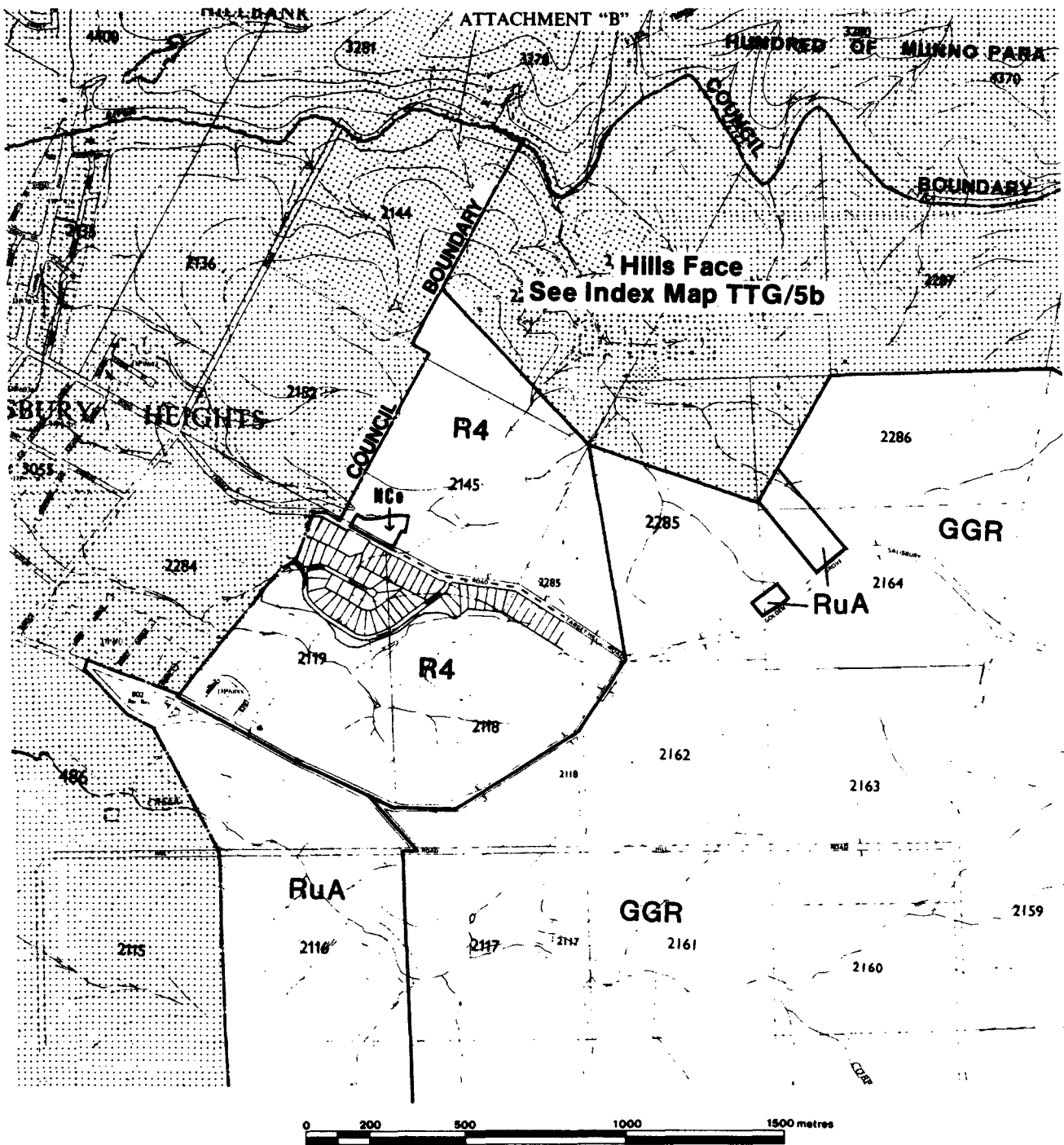


**TEA TREE GULLY PLAN
GOLDEN GROVE
MAP TTG/1(Amendment C)**

ATTACHMENT "B"



TEA TREE GULLY AND
DELINEATION OF GOLDEN GROVE
PARTS
MAP TTC/2

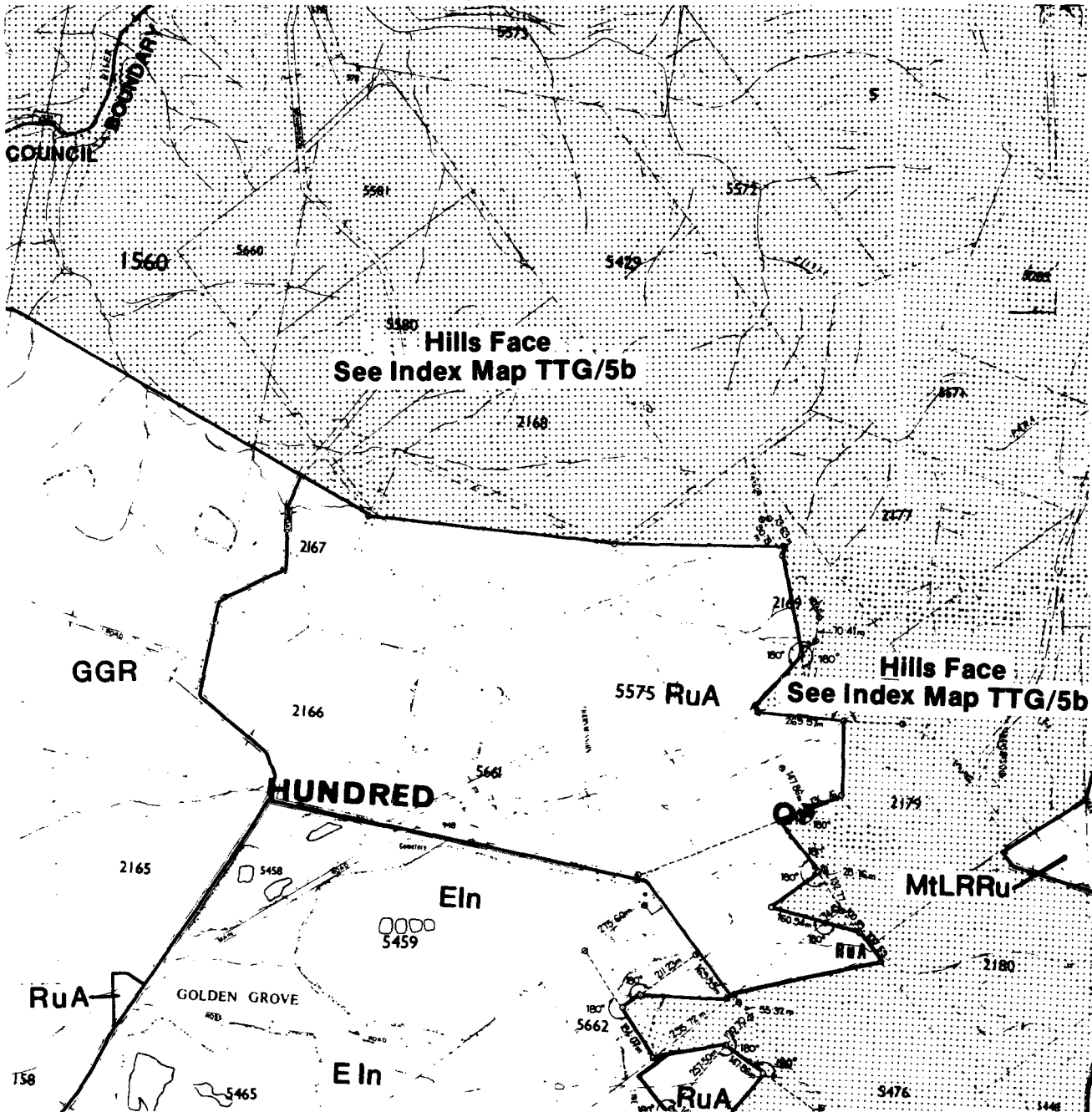


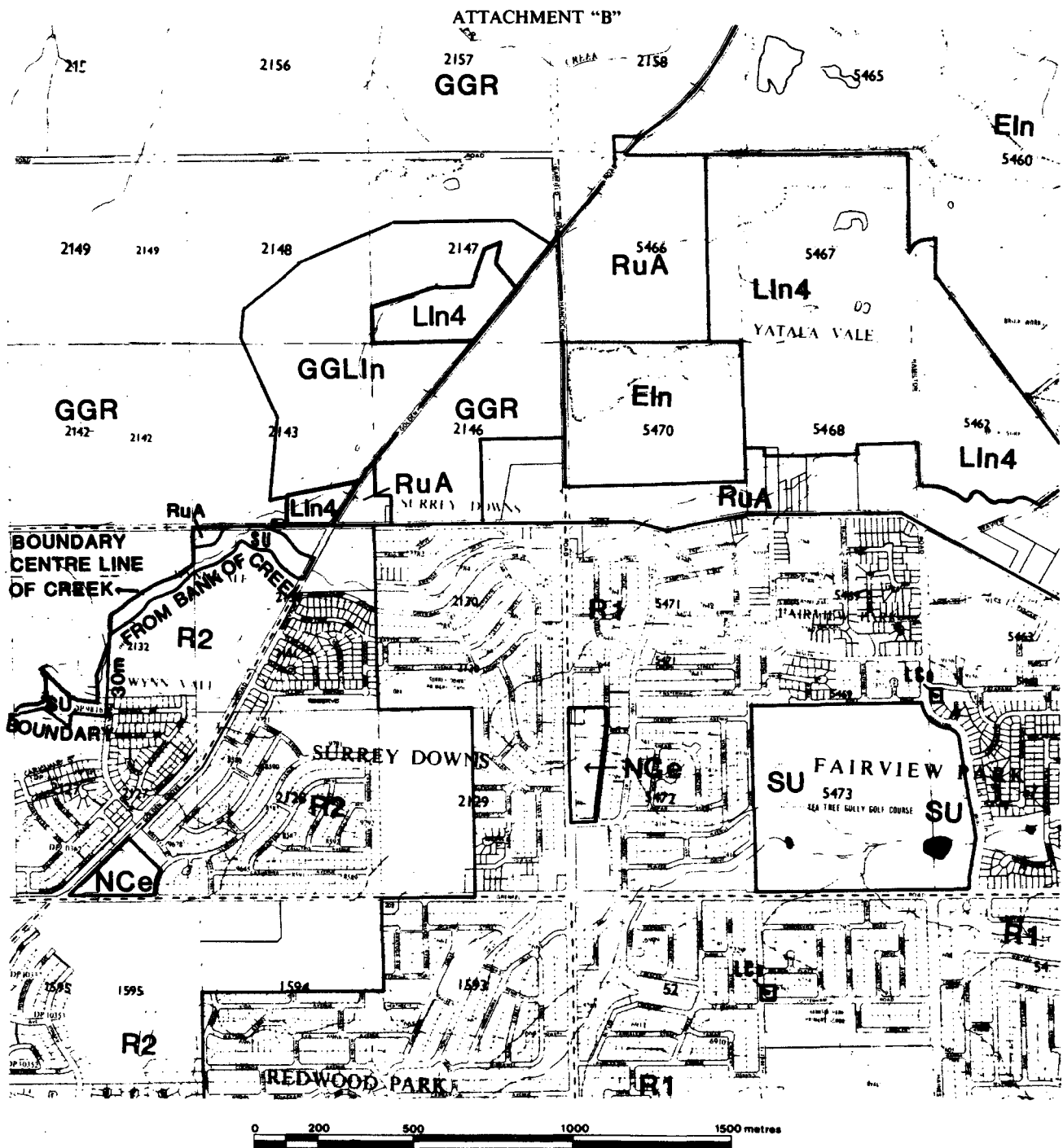
Golden Grove Residential		Golden Grove Light Industry	
GGR		GGLIn	
		Mount Lofy Ranges Rural Zone	
MILRRu			
RESIDENTIAL 1	R1	DISTRICT CENTRE	DCe
RESIDENTIAL 2	R2	NEIGHBOURHOOD CENTRE	NCe
RESIDENTIAL 4	R4	LOCAL CENTRE	LCe
REGIONAL CENTRE 1	RCe1	DISTRICT COMMERCIAL 1	DC1
REGIONAL CENTRE 2	RCe2	DISTRICT COMMERCIAL 2	DC2
REGIONAL CENTRE 3	RCe3	LOCAL COMMERCIAL	LC
REGIONAL CENTRE 4	RCe4	LIGHT INDUSTRY 1	Lin1
REGIONAL CENTRE 5	RCe5	LIGHT INDUSTRY 2	Lin2
REGIONAL CENTRE 6	RCe6	LIGHT INDUSTRY 3	Lin3
REGIONAL CENTRE 7	RCe7	LIGHT INDUSTRY 4	Lin4
		EXTRACTIVE INDUSTRY	EIn
		RURAL A	RuA
		RURAL B	RuB
		SPECIAL USE	SU
		HISTORIC TOWNSHIP 1	HT1
		HISTORIC TOWNSHIP 2	HT2
		HISTORIC TOWNSHIP 3	HT3
		HISTORIC TOWNSHIP 4	HT4

CITY OF TEA TREE GULLY ZONES

MAP TTG/8

ATTACHMENT "B"





Golden Grove Residential



Golden Grove Light Industry

Mount Lofty Ranges Rural
Zone

RESIDENTIAL 1

R1

DISTRICT CENTRE

DCe

EXTRACTIVE INDUSTRY

EIn

RESIDENTIAL 2

R2

NEIGHBOURHOOD CENTRE

NCe

RURAL A

RuA

RESIDENTIAL 4

R4

LOCAL CENTRE

LCe

RURAL B

RuB

REGIONAL CENTRE 1

RCe1

DISTRICT COMMERCIAL 1

DC1

SPECIAL USE

SU

REGIONAL CENTRE 2

RCe2

DISTRICT COMMERCIAL 2

DC2

HISTORIC TOWNSHIP 1

HT1

REGIONAL CENTRE 3

RCe3

LOCAL COMMERCIAL

LC

HISTORIC TOWNSHIP 2

HT2

REGIONAL CENTRE 4

RCe4

LIGHT INDUSTRY 1

LIn1

HISTORIC TOWNSHIP 3

HT3

REGIONAL CENTRE 5

RCe5

LIGHT INDUSTRY 2

LIn2

HISTORIC TOWNSHIP 4

HT4

REGIONAL CENTRE 6

RCe6

LIGHT INDUSTRY 3

LIn3

REGIONAL CENTRE 7

RCe7

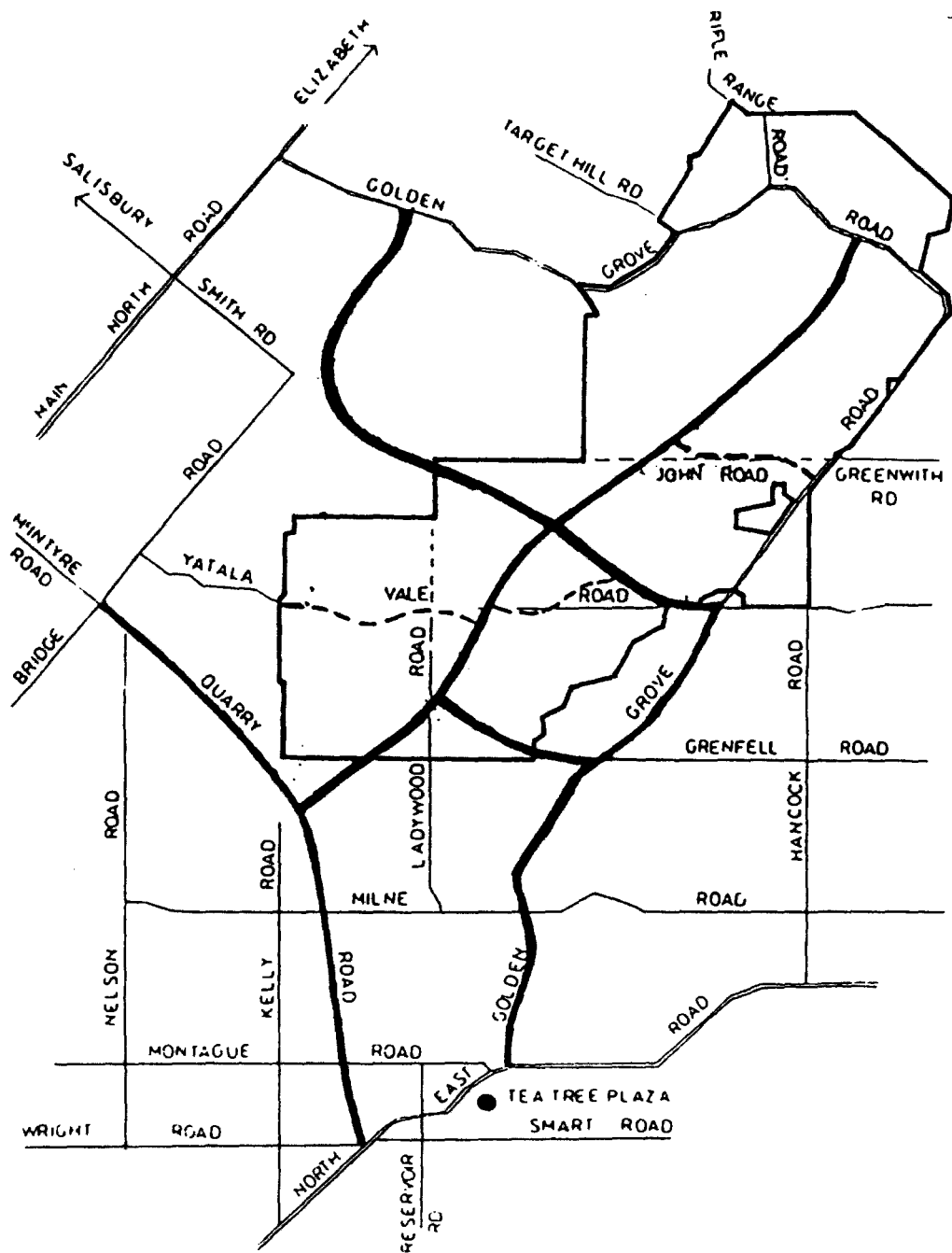
LIGHT INDUSTRY 4

LIn4

CITY OF
TEA TREE GULLY
ZONES

MAP TTG/12

FIFTH SCHEDULE



ARTERIAL ROADS



COLLECTOR ROADS

IN WITNESS WHEREOF the parties hereto sign seal and deliver the foregoing presents and have hereunto set their respective hands and seals on the day and year first above written.

SIGNED SEALED AND DELIVERED by THE
HONOURABLE JOHN CHARLES BANNON
Premier of the State of South Australia for and
on behalf of the said State and in the presence
of: M. L. W. BOWERING

JOHN BANNON
(L.S.)

THE COMMON SEAL of DELFIN PROPERTY
GROUP LTD was hereunto affixed in the
presence of:
F. A. McDONALD, Director
B. P. MARTIN, Managing Director

(L.S.)

THE COMMON SEAL OF THE SOUTH AUS-
TRALIAN URBAN LAND TRUST was affixed
hereto this 30 day of October 1984 by direction
of the Trust in the presence of:
ALAN G. TONKIN, Authorized Officer

(L.S.)

In the name and on behalf of Her Majesty, I hereby assent to this Bill.

D. B. DUNSTAN, Governor