## CONFIDENTIAL AGENDA

<table>
<thead>
<tr>
<th>8.1</th>
<th>CHIEF EXECUTIVE OFFICER</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.1.1</td>
<td>Newcastle Street. Angaston Land Sale</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8.2</th>
<th>WORKS AND ENGINEERING SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.2.1</td>
<td>Kroemer Crossing – Strategic Road Upgrade</td>
</tr>
</tbody>
</table>
8.1 CONFIDENTIAL – CHIEF EXECUTIVE OFFICER

8.1.1 NEWCASTLE STREET, ANGASTON LAND SALE

The matter of the agenda item related to the open market sale of surplus land in Newcastle Street, Angaston being information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the Council is conducting, proposing to conduct, business, or to prejudice the commercial position of Council and would, on balance, be contrary to the public interest pursuant to Section 90(3)(b)(i)(ii) of the Local Government Act 1999 (“the Act”) being information that must be considered in confidence in order to ensure that Council does not adversely impact its negotiating position on the land sale.

There is strong public interest in enabling members of the public to observe Council’s transparent and informed decision-making. This helps to ensure accountability, maintain transparency of public expenditure, facilitate public participation, assist public awareness and allow for the scrutiny of information. Attendance at a Council meeting is one means of satisfying this interest. The public will only be excluded from a Council meeting when the need for confidentiality pursuant to Section 90(2) of the Act outweighs the public interest of open decision-making.

In this matter, the reasons that receipt, consideration or discussion of the information or matter in a meeting open to the public would be contrary to the public interest are that disclosure could give an unfair advantage to a person with whom Council proposes to do business during the consideration and negotiation of a commercial contract for sale of land.
On balance, the above reasons which support the need for confidentiality pursuant to Section 90(2) of the Act outweigh the factors in favour of the public interest of open decision-making.

RECOMMENDATION

That Council:

(1) Under the provisions of Section 90(2) of the Local Government Act 1999, make an order that the public be excluded from the meeting with the exception of the Chief Executive Officer, Acting Director Corporate and Community Services, Director Development and Environmental Services, Director Works and Engineering, Director Community Projects and the Minute Secretary, in order to consider in confidence a report relating to Section 90(3)(b)(i) and (ii) of the Local Government Act 1999, relating to 8.1.1 Newcastle Street, Angaston Land Sale being information that must be considered in confidence in order to ensure that the Council does not disclose information that could reasonably be expected to confer a commercial advantage on a person with whom the Council is conducting, proposing to conduct business, or to prejudice the commercial position of Council and would, on balance, be contrary to the public interest; and

(2) Accordingly, on this basis, Council is satisfied that public interest in conducting meetings in a place open to the public has been outweighed by the need to keep the information and discussion confidential to ensure Council does not give an unfair advantage to a person with whom Council proposes to do business during the consideration and negotiation of a commercial contract for sale of land.
8.1 CONFIDENTIAL – CHIEF EXECUTIVE OFFICER

8.1.1 NEWCASTLE STREET, ANGASTON - LAND SALE
B3976

PURPOSE
Outline the current offer and opportunities to move the Newcastle Street, Angaston land sale forward.

RECOMMENDATION
That Council:

(1) Approve the Chief Executive Officer to enter into the contract with Tanunda Lutheran Home Incorporated for the sale of 29-31 Newcastle Street, Angaston, land contained in the certificate of title volume 5196 and folio 722 in the deposited plan of 39768 in the Hundred of Moorooroo on condition that clause 19 part 2 is removed or reworded to the satisfaction of the Chief Executive Officer so as not to commit to long term guarantee that the site will not experience a flood.

(2) Approve the inclusion of the funds to achieve the stormwater works in the 2019-20 budget utilising option 1 as outlined in the body of the report under the heading “Funding the Works”.

(3) Seek a contribution from the Angaston Bowling Club of $50,000 to support the stormwater treatment works based on the fact they will benefit from the works in an ability to sell their land at a price above current market rates.

(4) Having considered this matter in confidence under Section 90(2) of the Local Government Act 1999, makes an order pursuant to Section 91(7), that the report, minutes and all documents other than the minutes relating to this confidentiality order of the Confidential Council Meeting held on 20 February 2018 in relation to item 8.1.1 Newcastle Street, Angaston, Land Sale be kept confidential and not available for public inspection until the land sale contract is agreed, negotiations with the Angaston Bowling Club are concluded and the 2019-20 annual business plan and budget is released for consultation and authorise the CEO to review and revoke the order.

REPORT
Background and Introduction
Prior reports and resolutions of Council are presented at attachment 1; in reality they have little bearing on this matter other than by way of background and there is no impediment for Council to proceed in one of three (suggested) ways in this matter.

The fundamental matter with this allotment (and the Angaston Bowling Club (ABC) land) remain:

1. There has been only one offer in many years of trying to sell the allotment;
2. The land is subject to inundation;
3. The area has been known for some time to require stormwater treatment and has been acknowledged as such by a prior Council, but has never proceeded with a solution, albeit initial designs were developed;
4. The land (and ABC land) is not saleable due to the impact of inundation.

Simply put since the briefing in July 2017 the property was put back on the market, as an expression of interest, with the knowledge that the design for the stormwater work was undertaken and depending on offers Council would consider committing to the stormwater flood treatments. This was outlined to Council at its briefing in July 2017.

To date the marketing campaign undertaken by two providers is summarised as:

- 1,317 days on the market (to 8 February 2018) under two different suppliers;
- Third market approach by current agents in 2015 saw 10 initial enquiries and one offer of $285,000 subject to flood mitigation report, this contract fell over due to inability to deliver the report and solution within the price. One developer did engage but wanted a fully costed flood solution implemented. A flood study, design and costing was then undertaken and presented to Council and put back on the market.
- Fourth market approach by current agents in 2017 saw 5 new enquiries with general feedback on price of $200,000 to $280,000.
- Re-engaged developer from round three and offer of $400,000 for Council subject to various conditions of contract the main condition requires the installation of stormwater infrastructure as designed in attachment 2.

Our current supplier has also provided a current market analysis which is at attachment 3.

Discussion
Attached at attachment 4 are the updated costing estimates, plans and assessment of the financial implications and budget analysis score. The budget analysis score is 47 a reasonably high priority as it stands against 2017-18 funding, albeit funding scores where cut off at 54. As seen in the analysis below this initiative is suggested for 2019-20 implementation and therefore there are no scores to compare against at this time.

In essence Council has three options:

1. Do nothing;
2. Continue to negotiate;
3. Accept the offer and commit to the stormwater works.

Taking each of these on their merit the following addresses the options.
Do Nothing
The explanation of this option is clear: do nothing and see if the market comes up on the offer. On balance, this is unlikely to occur, given the time it has been on the market to date.

Pro's
- No costs not already incurred.
- No additional resource to bring matter to fruition.
- May entice further offers (although this is considered unlikely given the marketing history) are drive current offer up give the exposures of explained below under the “continue to negotiate”.

Con's
- Future development of the site not realised.
- Missed opportunity to resolve stormwater management in the area.
- Missed opportunity to redevelop ABC through their own source funding.
- Missed economic development opportunity for Angaston.
- Missed opportunity to improve the presentation of an area in the heart of Angaston.

Continue to Negotiate
This option would be based on trying to continue to negotiate with a preferred tenderer, Tanunda Lutheran Home Incorporated. This organisation has already committed itself to the land upon which ABC resides, it is unknown what conditions exist on that sale, but it is reasonable to assume that there is already a commercial commitment to the area and the land of council and ABC offer an attractive investment for TLH and to negotiate further given TLH commitment to the area is a strategy. It is my view that we have tried (for some time) to lever the outcome and increase the offer to the extent possible and to utilise this strategy could put at risk long term relationships, future economic development of the area and the ABC development. This is a live option but not considered logical as the most politically or commercially viable.

Pro's
- No costs not already incurred.
- No additional resource to bring matter to fruition.

Con's
- Future development of the site not realised.
- Missed opportunity to resolve stormwater management in the area.
- Missed opportunity to redevelop ABC through their own source funding.
- Missed economic development opportunity for Angaston.
- Missed opportunity to improve the presentation of an area in the heart of Angaston.

Accept the offer and commit to the stormwater works
This option would be based on understanding this is the best offer received for some eight years (first hit the market as part of the Rex land sales on 17 February 2010). It
would require additional funding to release the pro’s below of some $275,000, this is further explored further into this report. This is the preferred option.

Pro’s
- Realises the future development of the site.
- Addressed a long standing stormwater management issue in the area, which Council will need to address at some point regardless of future development or not.
- Allows ABC through their own source funding to pursue their expansion and redevelopment.
- Provides economic development opportunity for Angaston.
- Improves the presentation of an area in the heart of Angaston.
- In large flooding events will address flows of water impacting the main street.

Con’s
- Results in unexpected costs rather than having sale proceeds achieve the funding.

Financial Implications
The financial implications of the preferred option are as follows.

Attachment three outlines revised estimates based on the following assumptions:

1. Sale price of $400,000;
2. Capital cost of $710,633 taking account of savings expected and identified, this is still a 90% confidence level as it is the higher of the estimates. The low side of the estimates is $676,825;
3. Upwards of 12-14 units are developed and rateable from 2019-20;
4. ABC provides a contribution to works, at this time it has been discussed generally but not agreed;
5. Ongoing maintenance costs are factored in as well as relevant settlement costs.

Modelling results over a 10 year period indicate:
1. Project cost over accounting for depreciation are $246,833 and cash cost is $182,873.
2. The project in isolation has a cash payback period of 23 years.
3. The initial cash budget required over and above net proceeds from sale of the land is $271,763, allowing a contingency $300,000.

Funding the Works
The additional $300,000 can be funded in three ways:

1. Allocate funds from the 2019-20 stormwater budget of $515,000 to this project, at present of this $515,000 a total of $150,000 remains unallocated to projects. Therefore to achieve the additional $300,000, $150,000 would be allocated from the unallocated funds and a further $150,000 sought from a reduction of the $323,000 earmarked for Yettie Road drainage and do the Yettie Road work over two years (which is the likely delivery timeframe in any case).
2. Allocate funds from the 2019-20 and 2020-21 stormwater budget which has $300,000 unallocated to projects. This would require (assuming all projects
come to fruition) borrowings to maintain a cash position, this has not been modelled at this time as it is likely (as it always is) that there will be sufficient carry over projects to fund the cash requirements. This would result in no future flexibility for two years in the stormwater budget.

3. Cut other capital or operating budgets.

It is recommended that option 1 be supported and that Yettie Road be undertaken over two financial years.

Sale Contract
The sale contract presented in attachment 4 is a standard real estate contract apart from the special conditions at clause 19. I have informed the agents that condition 2 is problematic. The condition seeks an unfettered commitment the stormwater treatments will never see the site flood. It is my view that Council should never attest that there will never be a flood, the infrastructure will be designed for approximately the 1 in 100 year event anything greater than that cannot be guaranteed. In any case again it is my view that we would never attest to the condition like that as many things can happen either within or external from our control that could result in a flood, such as a water main bursting, or an upstream event (say a dam) or illegal activity on another property causing issues with the stormwater treatment. I have suggested that wording to the effect of:

“That Council will provide that it has installed the designed storm water infrastructure to manage storm and flood events to the best of its endeavours which designs have been provided to the purchaser. In the normal course of development the designed works are expected to provide a development site that meets with Australian standards and a development envelope that accords with the Council’s Development Plan”

is acceptable but at the date of writing this report have not received reply.

Summary and Conclusion
After eight years of trying to sell and negotiate outcomes for this land an opportunity is before Council to achieve three key strategic outcomes, but requires additional upfront funding:

1. Sell the land on Newcastle Street, Angaston;
2. Facilitate an net beneficial economic outcome for Angaston and financial neutral position over the long term for Council;
3. Assist in the realisation of retirement living in Angaston.

To achieve this outcome an investment of $300,000 is required. Previously when the stormwater work was scoped some decade ago (first work undertaken by Council was in 2001 with an estimate then of upwards of $290,000 which was never fully designed or costed at that time just estimated) it was identified as an area that required treatment at some time. The opportunity before Council is to achieve the outcome whilst realising other benefits that in the long run will actually pay back the initial infrastructure cost.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES
Attachment 1  Prior Reports and Resolutions
COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Community Plan
Identify Theme/s (utilising the icons)

- Community and Culture
- Infrastructure
- Business and Employment

2.7 Embrace place-making principles when developing community infrastructure and regulate planning and development in public spaces.

2.9 Create places where people want to live and plan for the future in a coordinated, appropriate and proactive manner.

3.1 Develop and implement sound asset management which delivers sustainable services.

5.10 Drive support of economic development through a coordinated local economic development strategy and enabling land use policy.

Legislative Requirements
Real Property Act 1886
Local Government Act 1999

FINANCIAL, RESOURCE AND RISK MANAGEMENT CONSIDERATIONS

Financial and resource considerations outlined in the body of the report.

Risk considerations amount to the realisation of achieving the project and therefore include:

1. Project and financial risk which is considered low as it has been designed and costed externally and is in essence shovel ready.

2. Political risk which is consider either way as a medium risk given the expectation to help realise the ABC land or contribute to the development; this is tempered by the fact this area requires stormwater treatments applied to resolve long standing flood risks.

COMMUNITY CONSULTATION

Council has engaged with ABC, TLH and our agents extensively, no detailed community consultation is required.
8.2 DIRECTOR CORPORATE AND COMMUNITY SERVICES

8.2.1 SALE OF COUNCIL LAND – NEWCASTLE STREET, ANGASTON: B3976

The matter of the agenda item being related to the sale of a Council asset may, on balance, disclose information which could reasonably be expected to confer a commercial advantage on a person with whom the Council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the Council; and would, on balance, be contrary to the public interest and therefore, pursuant to Section 90(3)(b)(i) and (ii) of the Local Government Act 1999 being information that must be considered in confidence in order to ensure that the Council does not disclose information which could prejudice a future sale of Council land.

RECOMMENDATION:

That:

(1) Under the provisions of Section 90(2) of the Local Government Act 1999, an order be made that the public be excluded from the meeting with the exception of the Chief Executive Officer, Director Corporate and Community Services, Director Development and Environmental Services, Acting Director Works and Engineering, Communications Officer and the Minute Secretary, in order to consider in confidence a report relating to Section 90(3)(b)(i) and (ii) of the Local Government Act 1999, relating to 8.2.1 Sale of Council Land – Newcastle Street, Angaston, being information that must be considered in confidence in order to ensure that the Council does not disclose information which could reasonably be expected to confer a commercial advantage on a person with whom the Council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the Council in the future sale of Council land; and would, on balance, be contrary to the public interest: and

(2) Accordingly, on this basis, the principle that meetings of the Council should be conducted in a place open to the public has been outweighed by the need to keep the information and discussion confidential.
8.2 CONFIDENTIAL AGENDA – DIRECTOR’S REPORTS

8.2.1 SALE OF COUNCIL LAND – NEWCASTLE STREET, ANGASTON B3976

INTRODUCTION

Council has been marketing for sale its portion of the vacant land in Newcastle Street, Angaston, and Certificate of Title Volume 5196 Folio 722. (Refer Attachment 1).

Interest to purchase the land has been received but as on previous occasions when Council has tried to sell the land, Council is being asked to consider remediation of drainage issues associated with the site as a precursor to sale and development.

RECOMMENDATION

That Council:

1. Authorises the Director, Corporate and Community Services to apply the proceeds of any agreed sale of the Council land at Newcastle Street, Angaston and Certificate of Title Volume 5196 Folio 722 to part fund the drainage works associated with the flood mitigation of the land.

2. Authorises the Director Corporate and Community Services to negotiate contributions to the drainage works by other interested parties (including the Angaston Bowling Club and a future purchaser) to achieve as far as possible a cost neutral outcome for Council in completing the drainage work;


4. Having considered this matter in confidence under Section 90(2) and 90(3)(b)(i) and (ii) of the Local Government Act 1999, makes an order pursuant to Section 91(7), that the agenda report and attachments of the Confidential Council meeting held on 17 November 2015 in relation to confidential item 8.2.1, Sale of Council Land – Newcastle Street, Angaston, be kept confidential and not available for public inspection until the conclusion of the sale of land at Newcastle Street, Angaston.
At its Meeting on the 15 December 2009, Council resolved that:

**MOVED Cr Angas that Council:**

(1) Endorse the sale of land contained in Certificate of Title Volume 5196 Folio 722 situated 29-31 Newcastle Street, Angaston;

(2) Give delegated authority to the Director Corporate and Community Services to appoint a realtor to negotiate sale of the said land, and the Mayor and Chief Executive Officer be authorised to sign and seal all documents in relation to the sale;

(3) Advise in writing, all surrounding residents, and the Angaston Management Group of the impending sale of the said land.

**Seconded Cr Milne**

**CARRIED**

**Background:**

The proceeds of sale from the Newcastle Street land were designated as contribution to the assets sales associated with the funding of the Rex.

Between January 2010 and September 2013 the land was actively marketed for sale. Limited interest was received during that period and no offers for purchase. Any interested parties highlighted concerns at the potential drainage issues and costs associated with the flood prone nature of the site and the adjacent Bowling Club owned portion of land, which both currently serve as overland drainage and flood plain for water flows coming from the north east of the land.

The Council land then became subject to direct interest by Angaston Bowling Club (the Club) as a potential site to develop an expanded, artificial bowling green and relocate across the road from its current clubroom location. Council approved in principle to gift the land to the Club subject to a number of conditions that included further work to assess and consider resolution of the associated drainage issues.

Whilst no definitive solution for these drainage issues has since been taken to Council in respect of the use of the land for the Club’s purposes; historic drainage assessments (dating back to 2001) assessed the cost of fully remediating the issue and diverting water along Newcastle Street as circa $220k to $290k. Those figures have now been reviewed to bring them up to date and provide a hydrological assessment based on current mitigation requirements of a 1 in 100 year flood event. Revised figures put the anticipated mitigation costs at circa $350k with contingency of 10% taking that to $385k.

Once the Club entered into preliminary discussions to relocate to the Angas Recreation Park instead of the Newcastle Street site, Officers have once again been actively marketing the Newcastle Street land. The Club is also now actively marketing its portion of the site (Refer Attachment 1).

Council is now also aware of the potential for the Club to relocate to its other vacant land at Valley Road with the in principle support of a local developer to extend the...
drainage infrastructure from their adjacent subdivision. The Club is also understood to have agreed terms on its existing club premises but with an open ended right of occupation whilst it resolves its future location and raises project funding.

In order to fund any future relocation, the Club states that it needs to realise the sale of its portion of land at Tyne Street.

Whilst it is not Council’s obligation to facilitate a third party realising a return on its land, there are broader, historic impacts arising from the development of the rising land to the North and North East of the Newcastle Street site. The sale of the former Angaston depot and associated, resulting residential development has increased the flows of storm water across the catchment area leading down from Le Page Lane and into Tyne Street that place the current drainage infrastructure under significant pressure in the event of large rainfall events. Having approved that historic development, Council may view it as appropriate to revisit the current service level provided by the drainage infrastructure, particularly if a cost neutral or near cost neutral solution can be achieved by applying the sale proceeds of the Newcastle Street land to address the issues.

Status of the Newcastle Street Land:
In April 2015, the land was independently valued at $200k ($85-$95 per m²) given “…its current physical state, gravel road access, reduced utility due to easements, as well as the expected costs required to be spent prior to this land being suitable for residential development.”

An offer of $285,000 was received in Spring 2015 from a private investor for construction of a single dwelling subject to provision by Council of a full hydrological assessment and negotiation on drainage requirements arising.

Since then further informal interest has been expressed in relation to retirement style accommodation and linked to interest expressed in the adjacent Bowling Club portion of the site.

During the intervening period updated hydrological advice has been sought.

Options:
The following may be potential options for Council moving forward to achieve the disposal of the land:

1. Council continues to apply the principle of “buyer beware” and makes no arrangement to remediate or contribute to the drainage issues or the production of the Flood Mitigation Report. There is the potential outcome that this approach will result in the land never presenting a viable development opportunity. Historic interest from a developer in 2010 looking to achieve a higher yield from the site of circa 4-6 small units faltered due to the prevailing economic conditions and the associated infrastructure drainage costs.

2. Council removes the land from sale. The land is then retained as overland drainage with no upgrade works required. This has the potential consequence of quarantining the Angaston Bowling Club portion of the land from future sale unless they see continued net benefit in pursuing their own drainage approach. Given that they see this as Council’s responsibility this is considered unlikely.
3. Council includes in its forward infrastructure plans but makes no commitment to a timescale for the implementation of the works until such time as they are prioritised in its overall works program. If that is the stated approach then it is recommended that the land is marketed with that clear caveat to prevent the same matter being raised again and again.

4. Council negotiates with a prospective purchaser and the Angaston Bowling Club to achieve a shared approach to funding the drainage works. Council would account for the largest share of the works through applying the net proceeds of sale but given the knock on benefits to a purchaser/developer and the Club of bringing a resolution to the drainage issues there is a sound basis for a productive negotiation for them to contribute a reasonable share.

This option has the potential to release land for local private/retirement living amenity in a prime central location in the town. It also has the potential to realise future rate income from the land for Council and resolve the longstanding drainage issues.

Other consequences include: the loss of a natural drainage solution to be replaced with an engineered solution plus the potential loss of car parking along Tyne Street if the Club land is released for development and the reduced width of the unmade road along Newcastle Street. The latter would be required to accommodate the increased width of the drainage channel but would still leave an anticipated road width of circa 5 metres.

5. A further option could be for Council to purchase the Club portion of the site and retain for future development as open space and provide linkages to the current linear space through to the Penrice Road / Murray Street Reserve to the West and the school to the East at the end of Cross Street. This would retain the land as natural drainage but would not deal with the current pressures on the upstream culvert in Tyne Street. Council would have to fund the purchase of the Club land (commercial valuation $300k, valuer general valuation assessment $143 to $166k site/capital value) and any cost of open space development unless grant funding could be obtained. The community would benefit from social value benefits of the additional open space but if grant applications were unsuccessful the area would likely remain unenhanced and underutilised. Council would also need to assess the potential perception of the public in relation to a purchase of the Bowling Club land a view that the Club was being provided with undue benefit.

An assessment of the options is summarised as Attachment 3

Conclusion
The issues of the drainage considerations related to Council’s Newcastle Street land have been longstanding and ongoing and it would be prudent to bring them to a conclusive course of action once and for all.

Given the residual drainage issues arising from the incremental development to the North and North West of the Newcastle Street land and the current level of service provided by the existing culvert and drainage infrastructure; the option of remediating those issues with a potentially cost neutral solution is recommended by Officers. The
associated benefits of increased residential amenity on currently vacant and underutilised land as originally intended by Council as part of the Rex funding model are also relevant.

Attachment 1. Copy Title and Aerial plan of Newcastle Street
Attachment 2. Drainage Mitigation / Hydrological assessment summary
Attachment 3. Option Summary

LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN

Legislation:
The Local Government Act 1999
Development Act 1993

Council Strategic Plan:
3.4 Infrastructure 4.1 Responsibility

FINANCIAL, RESOURCE AND RISK MANAGEMENT CONSIDERATIONS

Financial
Partly included in the body of the report. More detailed financial considerations will be subject to negotiations dependent on the approach adopted by Council and referred back to Council for future consideration when applicable.

In 2009 Council budgeted to receive $300k proceeds from the sale of Newcastle Street, this was subsequently reduced to $280k based on market conditions and agent feedback. Since the potential agreement to gift the land to the Angaston Bowling Club, the revenue has been removed from the Budget / Long Term Financial Plan.

There is no provision in the Budget of Long Term Financial Plan for prioritisation of the Newcastle Street drainage works.

Resource
Ongoing involvement of Director, Corporate and Community Services, Acting Director Works and Engineering Services and Planning Officers.

Risk Management
Contained within the report. The decision will determine Council’s approach to managing the disposal of the land, the ongoing flood mitigation of the site and surrounding areas.

COMMUNITY CONSULTATION

The disposal of assets including Newcastle Street, Angaston was the subject of consultation for the development of the Rex. The land is excluded from the Community Land Register so was not subject to community consultation or revocation processes in relation to the decision to dispose.

There is no current requirement under legislation or Council’s Public Consultation Policy to consult publicly on this matter unless Council chooses to do so.
<table>
<thead>
<tr>
<th>Option 1</th>
<th>Option 2</th>
<th>Option 3</th>
<th>Option 4</th>
<th>Option 5</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Continue As Is</strong></td>
<td><strong>Do Nothing</strong></td>
<td><strong>Include drainage in future Infrastructure Plan but no time commitment</strong></td>
<td><strong>Attempt to fund drainage works from proceeds of sale</strong></td>
<td><strong>Purchase ABC land &amp; Develop as open space</strong></td>
</tr>
<tr>
<td>• Impact of upstream drainage issues on overall integrity of current drainage to be considered</td>
<td>• Impact of upstream drainage issues on overall integrity of current drainage to be considered</td>
<td>• Impact of upstream drainage on overall integrity of current drainage to be considered</td>
<td>• Potential to address upstream drainage concerns</td>
<td>• Consider any costs to existing culvert if overland drainage retained – impact on current Tyne Street infrastructure of 1 in 100 year event</td>
</tr>
<tr>
<td>• Continue to seek purchaser with no commitment to future works</td>
<td>• Remove/quarantine Council land from future sale</td>
<td>• Market with relevant caveat and provide drainage information</td>
<td>• Potential for cost neutral solution or payback period circa 2-5 years (taking into account net rate revenue and dependent on negotiations for developer contribution and how quickly development is carried out)</td>
<td>• Linkage opportunities with current linear space and potential to open area up for public use</td>
</tr>
<tr>
<td>• Apply principle of “Buyer Beware”</td>
<td>• Land retained as overland drainage – no upgrade work required</td>
<td>• Consider impact on LTFP</td>
<td>• Potential to release land for local private/retirement accommodation amenity</td>
<td>• Difference between unimproved value of ABC land and value with development opportunity impacts viability of option from both Council and ABC perspective</td>
</tr>
<tr>
<td>• Potential for matter to go around and around unresolved – inefficient use of agent and officer resources</td>
<td>• In effect quarantines adjacent Angaston Bowling Club land from sale (not necessarily an issue for Council but impacts on Club’s relocation options)</td>
<td>• May or may not be able to negotiate developer contribution to works</td>
<td>• Loss of part natural downstream drainage solution – replaced with engineered solution</td>
<td>• No guarantee of grant funding; if unsuccessful potential land will remain unenhanced / underutilized</td>
</tr>
<tr>
<td>• Likely that agents will park until drainage matter resolved before committing further resource</td>
<td></td>
<td></td>
<td>• Loss of some car parking to Tyne Street if total site developed</td>
<td>• May or may not be possible for cost of land purchase to be used as Council contribution for grant purposes</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Reduction in width of Newcastle Street to accommodate widened drainage channel to circa 5m</td>
<td>• Perception of benefit to Bowling club?</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Opportunity to make ABC relocation to Valley Road a stipulation of arrangements</td>
<td>• Cost of solution – payback is in terms of social value not cash return on investment.</td>
</tr>
</tbody>
</table>
CONFIDENTIAL MINUTES
OF THE MEETING OF THE BAROSSA COUNCIL
held pursuant to the provisions of Section 90(2) of the Local Government Act 1999 and held on
Tuesday 21 June 2016 commencing at 11.04am

MEMBERS PRESENT
Mayor Bob Sloane, Crs Margaret Harris (Deputy Mayor), Dave de Vries, Bim Lange, Mark Grossman, John Angas, Richard Miller and Michael Seager, Tony Hurn and Leonie Boothby

OFFICERS PRESENT
Mr Martin McCarthy, Chief Executive Officer, Mr Steven Kaesler, Acting Director Works and Engineering, Mr Gary Mavrinac, Director Development and Environmental Services, Mrs Joanne Thomas, Director Corporate and Community Services and Ms Lorraine Walsh, Executive Assistant

LEAVE OF ABSENCE
Cr Scotty Milne

APOLOGIES
Cr Christopher Harms

8.2 DIRECTOR CORPORATE AND COMMUNITY SERVICES - CONFIDENTIAL

8.2.1 SALE OF COUNCIL LAND – NEWCASTLE STREET, ANGASTON
B3976

MOVED Cr de Vries that Council:

(1) Authorises the Director, Corporate and Community Services to apply the proceeds of any agreed sale of the Council land at Newcastle Street, Angaston and Certificate of Title Volume 5196 Folio 722 to part fund the drainage works associated with the flood mitigation of the land.

(2) Authorises the Director Corporate and Community Services to negotiate contributions to the drainage works by other interested parties (including the Angaston Bowling Club and a future purchaser) to achieve as far as possible a cost neutral outcome for Council in completing the drainage work;

(3) Provide a future report to Council on the outcome of negotiations.

(4) Having considered this matter in confidence under Section 90(2) and 90(3)(b)(i) and (ii) of the Local Government Act 1999, makes an order pursuant to Section 91(7), that the agenda report and attachments of the Confidential Council meeting held on 17 November 2015 in relation to confidential item 8.2.1, Sale of Council Land – Newcastle Street, Angaston, other than the minutes relating to this
Confidentiality order be kept confidential and not available for public inspection until the conclusion of the sale of land at Newcastle Street, Angaston.

Seconded Cr Hurn  

CARRIED CO2014/18-28

CLOSURE OF CONFIDENTIAL MEETING

There being no further business the confidential meeting closed at 11.10am.

Confirmed at Council meeting Tuesday 19 July 2016

Date: ................................................ Mayor: ..............................................
7.3.1 DEBATE AGENDA – DIRECTOR’S REPORT

7.3.1.1
ANGASTON BOWLING CLUB – IN PRINCIPLE GIFTING OF LAND
B2222

INTRODUCTION
Angaston Bowling Club (the Club) is looking to relocate to land owned by the Club in Newcastle Street, Angaston and also extend its facilities to incorporate adjacent Council owned land at the same location.

The Club is applying to the State Government for grant funding to build 2 synthetic bowling greens and will also fund construction of new clubrooms and is seeking an in principle commitment to the gifting of Council land to support its application.

RECOMMENDATION
That:

(1) Council gives in principle support to the gifting of Council owned land at Newcastle Street Angaston, Certificate of Title reference: Volume 5196 Folio 722 (Council land) to Angaston Bowling Club Incorporated (the Club), subject to the Club:

1.1 obtaining sufficient funds to finance the development of new greens and clubrooms at the proposed Newcastle Street site;

1.2 providing financial statements to Council officers upon reasonable request to enable Council to verify that the Club can support the proposed project;

1.3 obtaining all necessary planning and building approvals in relation to the project;

1.4 entering into a Land Management Agreement with Council as part of the transfer of ownership process to include (but not limited to) conditions that prevent the sale of the former Council land to a third party without the prior consent of the Council and the option for ownership to revert to the Council under agreed circumstances at no cost (net of mandatory costs);

1.5 being responsible for all costs related to the transfer of ownership of the Council land; and

1.6 reaching future agreement with the Council regarding the funding of any necessary flood mitigation and associated drainage works; and

(2) The conditions 1.1 to 1.6 inclusive to be met within two years of the date of resolution unless otherwise resolved by Council; with a progress report to Council on or before 30 September 2014.
COMMENT
At its meeting on 16 July 2013 Council resolved:

MOVED Cr de Vries that:
(1) Council approves the allocation of in kind Officer support to assist the Angaston Bowling Club Committee with flood mapping investigation and estimation of associated costs that will enable it to produce a detailed project proposal for the relocation of the Club’s facilities to Newcastle Street, Angaston.

(2) Officers provide a further report to a future meeting of Council once the Angaston Bowling Club has developed its proposal.

SECONDED Cr Harris

CARRIED

Since then, Officers have done further work with representatives of the Club Committee to assist them with the development of the project including: input into development of a Strategic Plan and grant application.

Securing significant grant funding (circa $500k) is fundamental to the Club being able to proceed with its proposal. The cost of the project is envisaged to be around $1.2million (excluding any flood mitigation and drainage works), but the Club has yet to develop detailed costs.

The Office for Recreation and Sport has now opened the next round of Community Recreation and Sport Facilities Program (CRSFP) funding. The Club is working on a submission by the closing date of 14 October 2013 for Category 3 funding for facility development grants between $200,001 and $500,000. It is understood from Officer’s discussions with the Department, that there is unlikely to be a further CRSFP funding application round open until early 2015 and so the Club needs to apply now or risk putting the project into limbo for a further 18 month period.

Council Support
The Club has made previous, unsuccessful grant applications and received feedback that one key contributing factor is the provision of significant Council support for the project.

Initially, the Club was looking for a long term lease over Council owned land at Newcastle Street (Certificate of Title reference: Volume 5196 Folio 722 (refer Attachment 1). However, Officers recommend that consideration be given to gifting the land to the Club for the following reasons:

1. The proposal is to construct bowling greens and clubrooms that will straddle both the current Council land and the existing Club land. A lease arrangement in these circumstances is considered problematic. The intent of the lease is to manage the “alienation” of the land for a finite period. If there is infrastructure straddling 2 different ownerships, it will in reality, be unrealistic to manage the extinguishment of the lease arrangement without the partial removal of a building.

2. Apportioning risk management responsibilities and dealing with issues of liability in these circumstances is also complex and there remains an exposure to Council for issues arising outside of its care and control, even if the lease were to be a ground lease arrangement.
3. If at some point in the future a lease arrangement were to be extinguished it is difficult to see what alternative use for the land could be found if the remainder of the Club facilities continue to occupy the adjacent Club land.

The Council land was identified by Council in 2009 to be sold as part of the asset sales required to fund the construction of the Rex, with an anticipated value circa $280k. The land has been marketed for over 3 years with no definite interest from purchasers to date. The site flood mitigation issues affect the viability of the land as a commercial development opportunity.

Putting both the Council and Club land to a specific and community orientated use will add amenity and value to the town in a high profile and visible area of the streetscape which at the moment remains vacant and unsightly. The Club proposes to make the future, new clubrooms accessible for wider community use outside of its primary function as a bowling centre.

**Dependencies**

The Club envisages that it could take some 3-5 years to realise its full project scope, which is dependent on:

1. Securing sufficient grant funding;
2. Sale of Club land at Valley Road (this site originally intended as the future home of the Club but has significant constraints with connecting services that make it unviable);
3. Sale of the existing Club land/clubhouse on Tyne Street, Angaston;
4. Using proceeds of 2 and 3 to provide grant match funding and balance of project funding required to complete construction;
5. Securing all necessary Planning and Building consents;
6. Gifting or leasing of the Council land at Newcastle Street;
7. Resolution of flood mitigation and related drainage and infrastructure requirements. The Club is looking for Council to fund those works. As per the resolution of 16 July 2013, Officers are still working on detailed assessment and costing of those works and this will be the subject of a future report and recommendation to Council.
8. There are existing easements on both the Council and Club land at Newcastle Street in favour of Laucke Milling that will need to be addressed by the Club to enable development to occur as planned. It is not proposed that Council will address this in respect of its own parcel of land prior to gifting.

Whilst there is still significant work to be done to realise the Club’s plan, Council support to gift the land will enable them to get the process up and running and meet the grant application deadline. Any commitment from Council to gift the land will need to be given on an “in principle” basis, taking into account the constraints detailed in this report, to ensure that if the Club is unable to overcome the project dependencies listed above, Council reserves the right to reconsider its commitment. It is also recommended that a time limit is placed on any resolution to gift to enable Council to review its decision if the project stalls and prevent the land becoming alienated from future Council use or disposal.

Based on the information available at this point in time, Officers recommend the in principle gifting of the Newcastle Street land subject to the constraints listed in the recommendation.

*The Barossa Council*
*Director Corporate and Community Services Report 17 September 2013*
LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN

Legislation:
- Local Government Act 1999
- Development Act 1993

Council Strategic Plan:
- 1.3 Recreation
- 3.2 Environmental Sustainability
- 3.4 Infrastructure

FINANCE, RESOURCE AND RISK MANAGEMENT CONSIDERATIONS

Finance: The gifting of the land will prevent Council realising the sale proceeds from this site, intended to contribute circa $280k to funding the construction of the Rex. As mentioned, the land has been for sale without tangible interest for over 3 years with no imminent prospect of disposal.

Resource: Officers will continue to provide support and advice to the Club in the development of their detailed proposal. Director Corporate and Community Services will manage the Council tasks related to the gifting of the land if approved.

Council Engineers continue to work on the development of the flood mapping and mitigation aspects of this project as approved by Council on 16 July 2013. It is envisaged this work will be concluded during October 2013.

Risk Management: By making the gifting conditional upon a number of key requirements, Council’s interests are protected if the project does not proceed and a review of the future use / disposal of the Newcastle Street land will be required. It is the view of Officers, that gifting the land reduces the potential risk exposure for Council compared to retaining an ongoing interest in the land via a ground lease arrangement. The proposed Land Management Agreement will protect Council’s future interest in the land.

COMMUNITY CONSULTATION

The Council land at Newcastle Street is not registered as Community Land on Council’s Community Land Register. The community consultation processes for the disposal of Council land through the revocation process required under section 194 of the Local Government Act 1999 do not apply. Council has already made a decision to dispose of the land, albeit through a sale process as opposed to gifting the land.

At this stage there is no community consultation required under Council’s Public Consultation Policy (the Policy), but as per clause 2.2 of the Policy, Council does have the discretion to engage with the community where consultation is beneficial to the decision making process but is not required by legislation. If Council believes that consultation on this matter is appropriate, it could still proceed with the in principle gifting of the land to enable the Club to progress its grant application, but make consultation a further condition of gifting.

However, it is worth noting that any future development application will be a Category 3 application under the Development Act 1993 and will require public notification as legislated in any event. On this basis, Officers do not recommend any additional consultation at this stage.
29-31 Newcastle Street Angaston
7.3.1.1 ANGASTON BOWLING CLUB – IN PRINCIPLE GIFTING OF LAND
B2222

Mayor Hurn disclosed a conflict of interest in the matter 7.3.1.1 – Angaston Bowling Club – In Principle Gifting of Land as he is a member of the Club and left the meeting at 10.14am.

Cr Scotty Milne, Deputy Mayor, assumed the Chair.

**MOVED Cr Lykke that:**

(1) Council gives in principle support to the gifting of Council owned land at Newcastle Street Angaston, Certificate of Title reference: Volume 5196 Folio 722 (Council land) to Angaston Bowling Club Incorporated (the Club), subject to the Club:

1.1 obtaining sufficient funds to finance the development of new greens and clubrooms at the proposed Newcastle Street site;

1.2 providing financial statements to Council officers upon reasonable request to enable Council to verify that the Club can support the proposed project;

1.3 obtaining all necessary planning and building approvals in relation to the project;

1.4 entering into a Land Management Agreement with Council as part of the transfer of ownership process to include (but not limited to) conditions that prevent the sale of the former Council land to a third party without the prior consent of the Council and the option for ownership to revert to the Council under agreed circumstances at no cost (net of mandatory costs);

1.5 being responsible for all costs related to the transfer of ownership of the Council land; and

1.6 reaching future agreement with the Council regarding the funding of any necessary flood mitigation and associated drainage works; and

(2) The conditions 1.1 to 1.6 inclusive to be met within two years of the date of resolution unless otherwise resolved by Council; with a progress report to Council on or before 30 September 2014.

**Seconded Cr Angas**

**CARRIED**
COMPARATIVE MARKET ANALYSIS

29 Newcastle Street Angaston SA 5353

Julia Smith
Email: julia.smith@eldersrealestate.com.au
Mobile: 0427 605 059
Office: 08 8562 2883
29 Newcastle Street Angaston SA 5353
SINGLE PROPERTY MAPPING

Aerial View

Cadastral View
# SOLD PROPERTIES

## 31 Hill Street East Angaston SA 5353
- **Sold Price:** $264,000
- **Sold Date:** 1 Nov 2016
- **Category:** Land: Parks / Reserves
- **Lot Plan:** 201/D29530 ANGASTON SA
- **Distance:** 0.29km
- **Eq. Building Area:**

## 6 Penrice Road Angaston SA 5353
- **Sold Price:** $185,000
- **Sold Date:** 8 Feb 2017
- **Category:** Land
- **Lot Plan:** 55/D45843 ANGASTON SA
- **Distance:** 0.21km
- **Eq. Building Area:**

## 5 Washington Street Angaston SA 5353
- **Sold Price:** $64,000
- **Sold Date:** 13 Dec 2016
- **Category:** Land
- **Lot Plan:** 118/F212694 ANGASTON SA
- **Distance:** 0.52km
- **Eq. Building Area:**

## 7 Washington Street Angaston SA 5353
- **Sold Price:** $153,000
- **Sold Date:** 24 Mar 2017
- **Category:** Land
- **Lot Plan:** 119/F212694 ANGASTON SA
- **Distance:** 0.54km
- **Eq. Building Area:**

## 2 Heuritsch Lane Angaston SA 5353
- **Sold Price:** $385,000
- **Sold Date:** 26 Apr 2017
- **Category:** Land: Res Development
- **Lot Plan:** 1/D48002 ANGASTON SA
- **Distance:** 2.08km
- **Eq. Building Area:** 464.0m²

## LOT 811 Light Pass Road Light Pass SA 5355
- **Sold Price:** $270,000
- **Sold Date:** 31 May 2017
- **Category:** Land
- **Lot Plan:** 811/D79114 LIGHT PASS SA
- **Distance:** 3.88km
- **Eq. Building Area:**
<table>
<thead>
<tr>
<th>Property Details</th>
<th>Price</th>
<th>Date</th>
<th>Distance</th>
<th>Building Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOT 32 Breakneck Hill Road Penrice SA 5353</td>
<td>$190,000</td>
<td>29 Jun 2016</td>
<td>1.02km</td>
<td>2,261m²</td>
</tr>
<tr>
<td>104 Murray Street Angaston SA 5353</td>
<td>$125,000</td>
<td>15 Sep 2016</td>
<td>0.60km</td>
<td>1,251m²</td>
</tr>
<tr>
<td>LOT 324 Lindsay Street Angaston SA 5353</td>
<td>$200,000</td>
<td>13 Dec 2017</td>
<td>0.58km</td>
<td>2,160m²</td>
</tr>
</tbody>
</table>
### ON THE MARKET

**48 Valley Road Angaston SA 5353**

<table>
<thead>
<tr>
<th>Listing Price:</th>
<th>$265,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Listing Date:</td>
<td>2 Feb 2018</td>
</tr>
<tr>
<td>Agency:</td>
<td>Harcourts Barossa Valley - Nuriootpa</td>
</tr>
<tr>
<td>Lot Plan:</td>
<td>Lot Plan: 742/D65486 ANGASTON SA</td>
</tr>
<tr>
<td>Eq. Building Area:</td>
<td>3,042m²</td>
</tr>
<tr>
<td>Listing Type:</td>
<td>Normal Sale</td>
</tr>
<tr>
<td>Distance:</td>
<td>1.04km</td>
</tr>
</tbody>
</table>

**25 Newcastle Street Angaston SA 5353**

<table>
<thead>
<tr>
<th>Listing Price:</th>
<th>Contact Agent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Listing Date:</td>
<td>2 Feb 2018</td>
</tr>
<tr>
<td>Agency:</td>
<td>Elders Real Estate - Barossa</td>
</tr>
<tr>
<td>Lot Plan:</td>
<td></td>
</tr>
<tr>
<td>Eq. Building Area:</td>
<td>2,561m²</td>
</tr>
<tr>
<td>Listing Type:</td>
<td>Normal Sale</td>
</tr>
<tr>
<td>Distance:</td>
<td>0.09km</td>
</tr>
</tbody>
</table>
### MARKET COMPARISON

<table>
<thead>
<tr>
<th>Property Address</th>
<th>First Ad Price</th>
<th>Last Ad Price</th>
<th>Actual Sale Price</th>
<th>% Change First to Last Ad Price</th>
<th>% Total Change</th>
<th>Days On Market</th>
<th>Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>48 Valley Road Angaston SA 5353</td>
<td>$314,950</td>
<td>$265,000</td>
<td>$200,000</td>
<td>-15.86%</td>
<td>-36.51%</td>
<td>966</td>
<td>1.04km</td>
</tr>
<tr>
<td>25 Newcastle Street Angaston SA 5353</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>886</td>
<td>0.09km</td>
</tr>
<tr>
<td>LOT 324 Lindsay Street Angaston SA 5353</td>
<td>$315,000</td>
<td>$225,000</td>
<td>$200,000</td>
<td>-28.57%</td>
<td>-36.51%</td>
<td>489</td>
<td>0.58km</td>
</tr>
</tbody>
</table>
## RECENT MEDIAN SALE PRICES

### Recent Median Sale Prices (Land)

<table>
<thead>
<tr>
<th>Period</th>
<th>ANGASTON Median Price</th>
<th>BAROSSA Median Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 2017</td>
<td>$153,000</td>
<td>$150,800</td>
</tr>
<tr>
<td>September 2017</td>
<td>n/a</td>
<td>$153,000</td>
</tr>
<tr>
<td>August 2017</td>
<td>n/a</td>
<td>$150,000</td>
</tr>
<tr>
<td>July 2017</td>
<td>n/a</td>
<td>$150,000</td>
</tr>
<tr>
<td>June 2017</td>
<td>n/a</td>
<td>$150,000</td>
</tr>
<tr>
<td>May 2017</td>
<td>$140,000</td>
<td>$153,000</td>
</tr>
<tr>
<td>April 2017</td>
<td>$142,500</td>
<td>$155,000</td>
</tr>
<tr>
<td>March 2017</td>
<td>n/a</td>
<td>$152,750</td>
</tr>
<tr>
<td>February 2017</td>
<td>n/a</td>
<td>$150,000</td>
</tr>
<tr>
<td>January 2017</td>
<td>n/a</td>
<td>$149,950</td>
</tr>
<tr>
<td>December 2016</td>
<td>n/a</td>
<td>$150,000</td>
</tr>
<tr>
<td>November 2016</td>
<td>n/a</td>
<td>$147,500</td>
</tr>
</tbody>
</table>

Statistics are calculated over a rolling 12 month period.

---

**Recent Median Sale Prices (Land)**

![Graph showing median sale prices](image)

- **Locality:** Angaston, 5353 - Land
- **Council Area:** Barossa - Land

Statistics are calculated over a rolling 12 month period.
## SALES PER ANNUM

### Sales Per Annum (Land)

<table>
<thead>
<tr>
<th>Period Ending</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct 2017</td>
<td>11</td>
</tr>
<tr>
<td>Oct 2016</td>
<td>5</td>
</tr>
<tr>
<td>Oct 2015</td>
<td>6</td>
</tr>
<tr>
<td>Oct 2014</td>
<td>13</td>
</tr>
<tr>
<td>Oct 2013</td>
<td>10</td>
</tr>
<tr>
<td>Oct 2012</td>
<td>11</td>
</tr>
<tr>
<td>Oct 2011</td>
<td>9</td>
</tr>
<tr>
<td>Oct 2010</td>
<td>8</td>
</tr>
<tr>
<td>Oct 2009</td>
<td>10</td>
</tr>
<tr>
<td>Oct 2008</td>
<td>10</td>
</tr>
</tbody>
</table>

Statistics are calculated over a rolling 12 month period.

![Sales Per Annum (Land) chart]

Locality: Angaston, 5353 - Land

Statistics are calculated over a rolling 12 month period.
### SALES BY PRICE

#### Sales By Price - 12 months (Land)

<table>
<thead>
<tr>
<th>Price</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;$200K</td>
<td>9</td>
</tr>
<tr>
<td>$200K-$400K</td>
<td>2</td>
</tr>
<tr>
<td>$400K-$600K</td>
<td>0</td>
</tr>
<tr>
<td>$600K-$800K</td>
<td>0</td>
</tr>
<tr>
<td>$800K-$1M</td>
<td>0</td>
</tr>
<tr>
<td>$1M-$2M</td>
<td>0</td>
</tr>
<tr>
<td>&gt;$2M</td>
<td>0</td>
</tr>
</tbody>
</table>

Statistics are calculated over a rolling 12 month period.
# Change in Median Price (Land)

<table>
<thead>
<tr>
<th>Period</th>
<th>ANGASTON</th>
<th></th>
<th>BAROSSA</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct 2014</td>
<td>-29.53%</td>
<td>-7.11%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oct 2013</td>
<td>-11.83%</td>
<td>5.23%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oct 2012</td>
<td>0%</td>
<td>-8.28%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oct 2011</td>
<td>0%</td>
<td>5.07%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oct 2010</td>
<td>0%</td>
<td>15%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oct 2009</td>
<td>-0.2%</td>
<td>9.09%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oct 2008</td>
<td>0%</td>
<td>11.68%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oct 2007</td>
<td>0%</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oct 2006</td>
<td>0%</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oct 2005</td>
<td>0%</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Statistics are calculated over a rolling 12 month period.
DISCLAIMER

Whilst all reasonable effort is made to ensure the information in this publication is current, CoreLogic does not warrant the accuracy or completeness of the data and information contained in this publication and to the full extent not prohibited by law excludes all for any loss or damage arising in connection with the data and information contained in this publication.

The Appraisal Amount contained in the report may have been manually provided by the Agent; or may be based on an automated valuation model estimate provided by CoreLogic (AVM Estimated Value). AVM Estimated Values are current at the date of the publication only. It is computer generated and is not a professional appraisal of the subject property and should not be relied upon in lieu of appropriate professional advice. The accuracy of the methodology used to develop the AVM Estimated Value, the existence of the subject property, and the accuracy of the AVM Estimated Value and all rule sets provided are estimates based on available data and are not guaranteed or warranted. CoreLogic excludes all liability for any loss or damage arising in connection with the Appraisal Amount and/or AVM Estimated Value.

© 2018 Copyright in this information belongs to the South Australian Government and the South Australian Government does not accept any responsibility for the accuracy or completeness of the information or its suitability for purpose.
## SECTION C: 10 Year Funding Requirements & Financial Outcomes

### Title of Proposal: Newcastle Street Drainage Works

#### PROJECT FUNDING COST NET (GST EXCLUSIVE)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SharePat</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F - Income</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Total Funding</td>
<td>50,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B - Capital</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Total Capital</td>
<td>400,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W - Operating</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Total Operating Costs</td>
<td>(11,100)</td>
<td>1,823</td>
<td>2,046</td>
<td>2,275</td>
<td>2,510</td>
<td>2,750</td>
<td>2,996</td>
<td>3,249</td>
<td>3,508</td>
</tr>
<tr>
<td>Project Gross - Profit/Loss</td>
<td>(11,100)</td>
<td>1,823</td>
<td>2,046</td>
<td>2,275</td>
<td>2,510</td>
<td>2,750</td>
<td>2,996</td>
<td>3,249</td>
<td>3,508</td>
</tr>
<tr>
<td>Project Gross - Profit/Loss (Gross rates $11667 indexed for 2 years = $12257.64 fixed component is $3488 therefore rebate is $1744)</td>
<td>(271,763)</td>
<td>1,823</td>
<td>2,046</td>
<td>2,275</td>
<td>2,510</td>
<td>2,750</td>
<td>2,996</td>
<td>3,249</td>
<td>3,508</td>
</tr>
</tbody>
</table>

#### How will the proposal be funded?

- **Funding**
  - External Contribution/Grants: 50,000
  - Council Reserves: 400,000
  - Total: 450,000

#### Is there a build or purchase cost for an asset?

- **Capital Expenditure**
  - Building: structures eg tank: 710,663
  - Equipment & Furniture: Other - Stormwater and associated infrastructure: 710,663
  - Total: 710,663

### Operational:

- **Operating Revenue**
  - User Charges
  - Advertising & Printing: Insurance (Asset & liability)
  - Telephone/internet (Communication PC's)

- **Operating Expenses**
  - Depreciation
  - Agent
  - Conveyancing: Advertising
  - Other Costs: Rate Rebates - 50%
  - Materials Water: Materials Other
  - Plant Hire: Jetta or other clearing plant

---

No CAGS, NRM or Bin costs or revenue included assumed to be cost and revenue neutral.
**Project Name:** Newcastle Street Drainage

**Describe Risk(s) of not doing this project:**

Not resolving long term drainage issues in the area, lost sale proceeds, lost future development of aged care accommodation and associated economic development for Angaston.

---

**RISK Priority Number calculated as L + I + P**

<table>
<thead>
<tr>
<th>Likelihood of Risk Occurring</th>
<th>Impact if Risk Occur</th>
<th>Who Controls Risk</th>
<th>Political Environment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Almost Certain 5</td>
<td>Catastrophic 5</td>
<td>TBC</td>
<td>Externally Sensitive - Not Manageable 5</td>
</tr>
<tr>
<td>Likely 4</td>
<td>Major 4</td>
<td>Both 3</td>
<td>TBC Issues - Manageable 5</td>
</tr>
<tr>
<td>Possible 3</td>
<td>Moderate 3</td>
<td>Both 3</td>
<td>TBC Issues - Manageable 5</td>
</tr>
<tr>
<td>Unlikely 2</td>
<td>Minor 2</td>
<td>Both 3</td>
<td>TBC Issues - Manageable 5</td>
</tr>
<tr>
<td>Rare 1</td>
<td>Insignificant 1</td>
<td>External Bodies 1</td>
<td>Minor Political Consideration 1</td>
</tr>
</tbody>
</table>

**COST Priority Number calculated as A + C + F + P**

<table>
<thead>
<tr>
<th>Additional Staff Resources Required</th>
<th>Cash Required (non sal) - Current Year</th>
<th>Future Project Financial Commitments</th>
<th>Period of Future Financial Commitments</th>
</tr>
</thead>
<tbody>
<tr>
<td>No additional FTE 5</td>
<td>$0</td>
<td>No 5</td>
<td>&lt;3 out of 10 years 4</td>
</tr>
<tr>
<td>Under 1 FTE or additional salary funding 3</td>
<td>&lt; $20,000</td>
<td>Yes &lt; $20,000 3</td>
<td>3-5 out of 10 years 2</td>
</tr>
<tr>
<td>1-2 FTE 1</td>
<td>&gt; $20,001</td>
<td>Yes &gt; $20,001 1</td>
<td>On-going &gt;10 years 1</td>
</tr>
</tbody>
</table>

**IMPACT Priority Number calculated as H + E + S + B**

<table>
<thead>
<tr>
<th>Health &amp; Safety Impact</th>
<th>Environmental Impact</th>
<th>Social/Comm Wellbeing Impact</th>
<th>Business &amp; Economic Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public at large at threat 5</td>
<td>Within TBC control 5</td>
<td>Within TBC control 5</td>
<td>Within TBC control 5</td>
</tr>
<tr>
<td>Section of the community/council employee at threat 3</td>
<td>External Bodies Issue 3</td>
<td>External Bodies Issue 3</td>
<td>External Bodies Issue 3</td>
</tr>
<tr>
<td>No Concern 1</td>
<td>No Impact 1</td>
<td>No Impact 1</td>
<td>No Impact 1</td>
</tr>
</tbody>
</table>

**BENEFITS Priority Number calculated as E + P + B + S**

<table>
<thead>
<tr>
<th>Funding (External) Sources</th>
<th>Payback period</th>
<th>Beneficiaries</th>
<th>Service Levels Outcome (to Community)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fully Funded via External Sources 5</td>
<td>Generates Savings Immediately 5</td>
<td>TBC - Region Wide &amp; Beyond 5</td>
<td>Industry Best Practice 3</td>
</tr>
<tr>
<td>Part Funded External &gt;50% of Total Cost 3</td>
<td>1 - 5 years 3</td>
<td>TBC - Section of Community/Key Stakeholders 3</td>
<td>Improvement/increase in Services Level 3</td>
</tr>
<tr>
<td>Potential for funding 2</td>
<td>&gt; 5 years 3</td>
<td>TBC - Limited number of Beneficiaries 3</td>
<td>No Change to Current Service Level 3</td>
</tr>
<tr>
<td>Fully Funded via Rates 1</td>
<td>Not Applicable 1</td>
<td>TBC - Region Wide 4</td>
<td>Achieving contemporary standards 2</td>
</tr>
</tbody>
</table>

**FINANCIAL SUSTAINABILITY Priority Number calculated as O + C + J**

<table>
<thead>
<tr>
<th>Operating Budget Impact</th>
<th>Capital Budget Impact</th>
<th>Justification for Council Involvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Favourable 5</td>
<td>Asst Renewal - Like for Like Replacement 5</td>
<td>Legislative Requirements 4</td>
</tr>
<tr>
<td>No Effect/Not Applicable 3</td>
<td>Should Do 3</td>
<td>Must Do 4</td>
</tr>
<tr>
<td>Unfavourable 1</td>
<td>New Asset 1</td>
<td>New Asset 1</td>
</tr>
</tbody>
</table>

---

Any Other Comments:
Newcastle Street Stormwater Documentation Summary

Current Cost Estimate

Based on design elements and independent costing assessment. P50 and P90 represent the confidence level of the pricing (50% vs 90%).

- **P50** construction cost estimate is **$779,825**
- **P90** construction cost estimate is **$813,663**
- After review of the cost calculation spread sheet, the following cost savings may potentially be possible:
  - Delete "Client Costs" ($50k) as these relate to scoping, development and implementation, design, investigation and management. These tasks have either been performed or could be managed by Council staff.
  - Reduce the “Traffic Management” costs ($10k) as the work zone can be safely separated from street traffic
  - Reduce the access road pavement costs ($18k) as this is driveway access only
  - Reduce seal on access road pavement ($5k)
  - Reduce soft landscaping ($20k)
  - Total possible savings in the range of $103k
- Adjusted P50 construction cost estimate is **$676,825**
- Adjusted P90 construction cost estimate is **$710,663**

For the purposes of financial modelling utilising the adjusted P90 (or 90% confidence level in the price) figure.

Financial Model Summary – 10 Year Summary

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Expenses</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sale Proceeds</td>
<td>Capital Cost</td>
<td>710,663</td>
</tr>
<tr>
<td>Contributions – ABC</td>
<td>Settlement/Agent Costs</td>
<td>11,100</td>
</tr>
<tr>
<td>Possible Rate Growth</td>
<td>Rate Rebates</td>
<td>17,361</td>
</tr>
<tr>
<td></td>
<td>Maintenance</td>
<td>14,932</td>
</tr>
<tr>
<td></td>
<td>Depreciation</td>
<td>63,960</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>818,016</strong></td>
</tr>
<tr>
<td>Project Cost (accrued)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Cost (cash)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payback Period (cash)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Available for Bowling Club Project</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>
Attachment 1 - Engineering Designs

WAD170107-C01-A. pdf

WAD170107-C02-A. pdf

WAD170107-C03-A. pdf

WAD170107-C04-A. pdf

WAD170107-C05-A. pdf

WAD170107-C06-A. pdf

WAD170107-C07-A. pdf

WAD170107-C08-A. pdf
PRELIMINARY DESIGN ESTIMATE
COVER SHEET

PROJECT  Angaston Drainage

ESTIMATE No  780-OE-L5 Rev 2
DATE PREP.  26/04/2017

ESTIMATE LEVEL

<table>
<thead>
<tr>
<th>Strategic</th>
<th>Prelim Concept</th>
<th>Concept</th>
<th>Prelim Design</th>
<th>Detailed</th>
<th>Pre-Tender</th>
</tr>
</thead>
</table>
| For Estimates at Levels 1&2 use EST 600-1
| Level 3   | Level 4        | Level 5 | Level 6       | X        | For Estimates at Level 7 use CAPS tender schedules |

PROJECT COST INFORMATION

Basis:  Total Project Cost  Year $ Values  2017

Option  Brief Description  Estimate Range
Option 1  Angaston Drainage  779,825  813,663

NOTE: These values exclude escalation. Escalation is calculated using the formal estimate form. Formal estimate values are to be used when seeking project funding.

Estimate Option Summary

<table>
<thead>
<tr>
<th>820,000</th>
<th>810,000</th>
<th>800,000</th>
<th>790,000</th>
<th>780,000</th>
<th>770,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Realised at P50   Realised at P90

REVIEW INFORMATION

<table>
<thead>
<tr>
<th>Responsibility</th>
<th>Name</th>
<th>Organisation</th>
<th>Contact No.</th>
<th>Check</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimator</td>
<td>Daniel Tregenza</td>
<td>Sempac</td>
<td>08 8260 8150</td>
<td>DT - 26/4/17</td>
</tr>
<tr>
<td>Reality Check</td>
<td>Alan Gillert</td>
<td>Sempac</td>
<td>08 8260 8151</td>
<td>AG - 26/4/17</td>
</tr>
<tr>
<td>Coord Est Serv</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proj Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

REVISION STATUS

<table>
<thead>
<tr>
<th>Designation</th>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>R1</td>
<td>18/08/2016</td>
<td>Estimate for review</td>
</tr>
<tr>
<td>R2</td>
<td>26/04/2017</td>
<td>Level 5 Estimate based upon updated design</td>
</tr>
<tr>
<td>Item</td>
<td>Section</td>
<td>Estimated Most Likely Cost</td>
</tr>
<tr>
<td>------</td>
<td>---------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>1</td>
<td>SECTION 1 - CLIENT COSTS</td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Scoping Phase - Project Management</td>
<td>3,075</td>
</tr>
<tr>
<td>1.2</td>
<td>Scoping Phase - Design and Investigation</td>
<td>3,075</td>
</tr>
<tr>
<td>1.3</td>
<td>Development Phase - Project Management</td>
<td>3,299</td>
</tr>
<tr>
<td>1.4</td>
<td>Development Phase - Design and Investigation</td>
<td>4,796</td>
</tr>
<tr>
<td>1.5</td>
<td>Implementation Phase - Project Management</td>
<td>42,046</td>
</tr>
<tr>
<td>1.6</td>
<td>Implementation Phase - Design and Investigation</td>
<td>5,194</td>
</tr>
<tr>
<td>1.7</td>
<td>Principal Arranged Insurance and Lavis</td>
<td>2,059</td>
</tr>
<tr>
<td>1.8</td>
<td>Environmental Assessment</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Subtotal SECTION 1 - CLIENT COSTS</td>
<td>109,434</td>
</tr>
<tr>
<td>2</td>
<td>SECTION 2 - PROPERTY ACQUISITION</td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Property Purchase Costs</td>
<td>0</td>
</tr>
<tr>
<td>2.2</td>
<td>Transaction, Legal and Other Costs</td>
<td>0</td>
</tr>
<tr>
<td>2.3</td>
<td>Business Compensation</td>
<td>0</td>
</tr>
<tr>
<td>2.4</td>
<td>Property Modification</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Subtotal SECTION 2 - PROPERTY ACQUISITION</td>
<td>5,040</td>
</tr>
<tr>
<td>3</td>
<td>SECTION 3 - SERVICES COSTS</td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Electricity</td>
<td>0</td>
</tr>
<tr>
<td>3.2</td>
<td>Communications</td>
<td>0</td>
</tr>
<tr>
<td>3.3</td>
<td>Gas</td>
<td>0</td>
</tr>
<tr>
<td>3.4</td>
<td>Water and Sewer</td>
<td>0</td>
</tr>
<tr>
<td>3.5</td>
<td>Other</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Subtotal SECTION 3 - SERVICES COSTS</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Total COSTS (Subtotal Sections 1-3)</td>
<td>154,474</td>
</tr>
<tr>
<td>4</td>
<td>SECTION 4 - CONSTRUCTION COSTS</td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>Traffic Management and Temporary Works</td>
<td>14,207</td>
</tr>
<tr>
<td>4.2</td>
<td>Environmental Management</td>
<td>7,397</td>
</tr>
<tr>
<td>4.3</td>
<td>Services (f by Contractor)</td>
<td>8,025</td>
</tr>
<tr>
<td>4.4</td>
<td>Earthworks and Demolition</td>
<td>1,213 m³</td>
</tr>
<tr>
<td>4.5</td>
<td>Drainage</td>
<td>335,418</td>
</tr>
<tr>
<td>4.6</td>
<td>Retaining Walls</td>
<td>0 m²</td>
</tr>
<tr>
<td>4.7</td>
<td>Bridges</td>
<td>0 m²</td>
</tr>
<tr>
<td>4.8</td>
<td>Tunnels</td>
<td>0</td>
</tr>
<tr>
<td>4.9</td>
<td>Paving</td>
<td>32,273</td>
</tr>
<tr>
<td>4.10</td>
<td>Spray Seal / Asphalt</td>
<td>178 m²</td>
</tr>
<tr>
<td>4.11</td>
<td>Secondary Pavements</td>
<td>0</td>
</tr>
<tr>
<td>4.12</td>
<td>Pavement Marking</td>
<td>0</td>
</tr>
<tr>
<td>4.13</td>
<td>Road Furniture</td>
<td>0</td>
</tr>
<tr>
<td>4.14</td>
<td>Lighting</td>
<td>0</td>
</tr>
<tr>
<td>4.15</td>
<td>Landscaping and Urban Design</td>
<td>20,090</td>
</tr>
<tr>
<td>4.16</td>
<td>Traffic Signage, Signals and Controls</td>
<td>991</td>
</tr>
<tr>
<td>4.17</td>
<td>Rail</td>
<td>0</td>
</tr>
<tr>
<td>4.18</td>
<td>Other</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Subtotal SECTION 4 - CONSTRUCTION COSTS</td>
<td>913,494</td>
</tr>
<tr>
<td>5</td>
<td>SECTION 5 - CONTRACTORS PRELIMINARIES</td>
<td></td>
</tr>
<tr>
<td>5.1</td>
<td>Design (f by Contractor)</td>
<td>0</td>
</tr>
<tr>
<td>5.2</td>
<td>On Site Overheads</td>
<td>65,972</td>
</tr>
<tr>
<td>5.3</td>
<td>Off Site Overheads</td>
<td>10,269</td>
</tr>
<tr>
<td>5.4</td>
<td>Margin</td>
<td>20,284</td>
</tr>
<tr>
<td></td>
<td>Subtotal SECTION 5 - CONTRACTORS PRELIMINARIES</td>
<td>101,471</td>
</tr>
<tr>
<td></td>
<td>Total COSTS (Sections 1-4)</td>
<td>1,077,945</td>
</tr>
</tbody>
</table>

### SECTION 6 - PSO RISK AND CONTINGENCY

<table>
<thead>
<tr>
<th>Item</th>
<th>Section</th>
<th>Estimated Cost</th>
<th>% of Risk in addition to Base Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1</td>
<td>PSO Inherent Risks</td>
<td>9,594</td>
<td>1.2%</td>
</tr>
<tr>
<td>6.2</td>
<td>PSO Contingent Risks</td>
<td>52,421</td>
<td>7.3%</td>
</tr>
</tbody>
</table>
### Preliminary Design Estimate Summary Sheet

**Project:** Angaston Drainage  
Estimate # 78D-C6-L5 Rev2  
Date Prep: 28/04/2017

#### Option 1

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>PS</th>
<th>PS2</th>
<th>PS3</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>P90 Risk and Contingency</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.1</td>
<td>P90 Inherent Risk</td>
<td>25,767</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.2</td>
<td>P90 Contingent Risk</td>
<td>45,429</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal Section 7: P90 Risk and Contingency</td>
<td>71,196</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Total

<table>
<thead>
<tr>
<th>Option</th>
<th>PS</th>
<th>PS2</th>
<th>PS3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total PS</td>
<td>57,973</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total PS2</td>
<td>113,638</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** These values exclude statistics. Estimation is actualised using the formal estimate form. Formal estimate values are to be used when seeking project funding.
Residential Contract: Schedule

1. VENDOR: Full Name(s): THE BAROSSA COUNCIL

Primary Contact: Given Name: MARTIN Surname: MCCARTHY
Street: 43-51 TANUNDA ROAD,

Suburb: NURIOOTPA State: SA Postcode: 5355
ABN (if applicable):

2. PURCHASER: Full Name(s): TANUNDA LUTHERAN HOME INC.

Primary Contact: Given Name: LEE Surname: MARTIN
Street: 27 BRIDGE STREET

Suburb: TANUNDA State: SA Postcode: 5352
ABN (if applicable):

3. AGENT: Company Name/Legal Entity: Vigneswaran Nominees Pty Ltd T/as Elders Real Estate Barossa
Company Representative: Julia Smith
Street: 41 Tanunda Road

Suburb: Nuriootpa State: SA Postcode: 5355
ABN (if applicable): 43 135 486 072 RLA No: 239205
Telephone: W: 08 8562 2883 M: 0427 609 059 F: 08 8562 4803
Email: julia.smith@eldersrealestate.com.au

4. THE LAND:

The whole/ part of the land in Certificate of Title, Volume 5196 being unimproved/ improved land located at Street:

29-31 NEWCASTLE STREET

Suburb: ANGASTON State: SA Postcode: 5353
Allotment/Township/Area/Lot 1 on State/Primary/Community/ Deposited/ Plan No. 39768
in the area named ANGASTON in the Hundred of MOOROROO
in the Council area of THE BAROSSA COUNCIL
Other description of Property:

5. GST

Is the Vendor liable for GST on the Property? Yes (if Yes then attach relevant GST Annexure) No

Note: The Agent is not qualified to provide advice on GST and other taxation issues relating to the sale or purchase of the Property. The Vendor or Purchaser must obtain their own independent professional taxation advice

6. PURCHASE PRICE

The sum of Amount Payable for the Property $400,000

GST (if applicable): $

Total Purchase Price: $400,000

(* Delete as applicable) INITIALS
Residential Contract: Schedule

7. DEPOSIT PAYABLE: $10,000
   ✓ on the next business day following the expiration of the cooling off period (section 5 of the Land and Business (Sales and Conveyancing) Act 1994); OR
   ✓ upon signing of this Agreement; OR
   ✓ on or before / / 20 OR
   ✓ secured by Guarantee (pursuant to Annexure - Provision of Deposit by way of Guarantee) OR
   ✓ Other (specify)

8. SETTLEMENT DATE
   ✓ On the day of 20
   ✓ OR
   ✓ Within 90 DAYS days of the satisfaction of the Special Condition(s) (if any), whichever is the later AND/OR Other date as may be agreed between the parties in writing

9. INCLUDED CHATTELS: ✓ Not applicable Specify

Note: Any included chattels subject to hire purchase or other finance arrangement must be paid out on or prior to Settlement by the Vendor, at the Vendor’s expense, so that chattels are transferred free of encumbrance to the Purchaser at Settlement.

10. EXCLUDED CHATTELS: ✓ Not applicable Specify

11. EXCEPTIONS: ✓ None Known ✓ Easements Encumbrances Rights Of Way Party Wall Rights
Details Or Any Other Exceptions:
REFER TO THE CERTIFICATE OF TITLE ATTACHED

12. TENANCIES: Is sale subject to an existing tenancy? Yes ✓ No
Managing Agent
Tenant (Name/s)

| Term: | Fixed: |
| Commencement Date | / / 20 |
| End Date | / / 20 |
| Periodic: | Payable in advance Weekday Fortnightly Calendar monthly |

Rent Payable: $ per

Security Bond: Amount $ Lodged in Residential Tenancies Fund Yes No

13. NOTICES AND ORDERS: ✓ None known Specify

INITIALS
## Residential Contract: Schedule

### 14. KNOWN BREACHES OF STRATA TITLES ACT 1988/COMMUNITY TITLES ACT 1996:

<table>
<thead>
<tr>
<th>Body Corporate Manager:</th>
<th>Details of breach:</th>
<th>None known</th>
<th>✓ Not applicable</th>
</tr>
</thead>
</table>

### 15. ALTERATIONS, REPAIRS AND IMPROVEMENTS ERECTED WITHOUT CONSENT:

<table>
<thead>
<tr>
<th>None known</th>
<th>Specify</th>
</tr>
</thead>
</table>

### 16. KNOWN ENCROACHMENTS AND FENCES NOT ON BOUNDARIES:

<table>
<thead>
<tr>
<th>None known</th>
<th>Specify</th>
</tr>
</thead>
</table>

### 17. COMPLIANCE WITH POOL SAFETY REQUIREMENTS

- ✓ Not Applicable
- Not known

- Compliant with Development Act 1993 (as amended) requirements relating to pre 1993 swimming pools (for swimming pools built prior to June 1993).
- Compliant with Development Act 1993 (as amended) requirements relating to post 1993 swimming pools (for swimming pools built after June 1993).
- Not compliant
- Specify details of non-compliance

**NOTE:** Where a pool is constructed prior to June 1993, immediately prior to settlement that pool must comply with the Development Act 1993 in respect of pool safety barriers (the requirements being outlined in Ministerial Specification SA 76D). Where a pool is constructed after June 1993, immediately prior to settlement that pool must comply with the Development Act 1993 in respect of all pool safety requirements outlined in that Act (and associated regulations).

### 18. WORKS TO BE CARRIED OUT BY VENDOR:

<table>
<thead>
<tr>
<th>✓ Not applicable</th>
<th>Specify</th>
</tr>
</thead>
</table>

### 19. SPECIAL CONDITIONS:

- ✓ Subject to Finance - refer Annexure
- Subject to Sale and Settlement of Purchaser’s Property - refer Annexure
- Subject to Settlement of Purchaser’s Property – refer Annexure
- Subject to the Foreign Resident Withholding Regime – Refer Annexure
- ✓ Other – refer Annexure A

### 20. FURTHER TERMS OF SALE:

- ✓ Subject to Finance
- Other – refer Annexure
- Provision of Deposit by way of Guarantee - refer Annexure
- As described below

**INITIALS**
Contract - Annexure: Special Condition
Sale Subject to Approval of Finance

1. This Agreement is subject to the Lender specified in Item 1 below agreeing by the date described in Item 2 to grant to the Purchaser on or before the Settlement Date a conditional or unconditional loan of not less than the amount described in Item 3 and for the Terms specified in Item 4.

2. The Purchaser will use its best endeavours to apply for and do everything necessary to obtain the loan.

3. If the Lender does not agree by the date specified in Item 2 to grant the loan conditionally or unconditionally to the Purchaser at Settlement then clause 14.3 of this Agreement shall apply.

4. Unless otherwise agreed in writing between the parties, the Purchaser must deliver to the Vendor written notice signed by the Lender that the Lender has agreed to grant the loan conditionally or unconditionally to the Purchaser at Settlement by the date specified in Item 2 below. Upon notification of the approval to the Vendor this conditional provision will be satisfied and notwithstanding that the Lender may subsequently withdraw the approval the Purchaser will be bound by this Contract.

5. For the avoidance of doubt, if the Purchaser breaches any of the terms and conditions contained in this Special Condition (including, but not limited to the obligation to use best endeavours), then clause 14.3.2 of this Agreement will apply.

6. In the event of any inconsistency between this Special Condition and the Agreement, this Special Condition shall apply to the extent of any inconsistency.

Item 1 Lender:
Name: LLL
Street 1:
Street 2:
Suburb: ___________________________ State: ___________________________ Postcode: ___________________________

OR any other such person or institution that is deemed acceptable by the Purchaser

Item 2 Date on or before which the Lender is to approve the loan: Date: 26 April 2018

Item 3 Minimum amount of loan: Amount: $400,000

Item 4 Terms of loan: Term of loan (in years): as negotiated at market rate % per annum commencing interest rate of loan not exceeding
**ANNEXURE A - CONTRACT**

This Annexure page is to be used only if there is insufficient space in the Schedule. Please insert the relevant corresponding item number and heading.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>19. SPECIAL CONDITION</td>
<td>1. THE PROPOSED STORM WATER AND FLOOD MITIGATION IMPROVEMENT WORKS TO BE COMPLETED AND FULLY FUNDED BY THE BAROSSA COUNCIL.</td>
</tr>
<tr>
<td></td>
<td>2. THAT COUNCIL PROVIDE WRITTEN CONFIRMATION THAT THE STORM WATER AND FLOOD MITIGATION IMPROVEMENT WORKS HAVE ELIMINATED THE CURRENT FLOOD RISK AND ENABLED THE ENTIRE SITE TO BE DEVELOPED WITHIN 90 DAYS OF THE CONTRACT BEING EXECUTED.</td>
</tr>
<tr>
<td></td>
<td>4. THAT THE BAROSSA COUNCIL DO NOT PLACE A CLAIM FOR REIMBURSEMENT OF OR CONTRIBUTION TOWARDS THE STORM WATER AND FLOOD MITIGATION IMPROVEMENT WORKS OVER THE LAND.</td>
</tr>
<tr>
<td></td>
<td>5. IF THE ABOVE SPECIAL CONDITIONS ARE NOT SATISFIED WITHIN 2 YEARS OF THE CONTRACT BEING EXECUTED THE CONTRACT WILL BE TERMINATED.</td>
</tr>
</tbody>
</table>

INITIALS: [Signature]

---

Page 5 of 10
Notice to purchaser:
This is a contract for the sale of residential land. You may be bound by the terms of this contract if it is signed by both you and the vendor. You should seek independent legal advice if you are unsure about the terms contained in this contract. It is advisable to check section 5 of the Land and Business (Sale and Conveyancing) Act 1994 regarding any cooling-off rights that you may have and how to exercise them.

1. Agreement for Sale and Purchase
   The Vendor agrees to sell the Property and the Purchaser agrees to buy the Property for the Purchase Price on the terms and conditions of this Agreement.

2. Definitions and Interpretation
   2.1 Definitions
   In this Agreement, unless a contrary intention appears:
   2.1.1 "Act" means the Land and Business (Sale and Conveyancing) Act 1994 as amended;
   2.1.2 "Agent" means the person or entity specified in Item 3 of the Schedule;
   2.1.3 "Agreement" means this Agreement, the Schedule and any Annexures;
   2.1.4 "Annexure" means an annexure to this Agreement;
   2.1.5 "Certificate of Title" means the Certificate of Title or other best evidence of the Vendor's interest in the Property;
   2.1.6 "Default Rate" means the rate of interest on the date default occurs, five (5) percentage points above the cash rate notified by the Reserve Bank of Australia;
   2.1.7 "Deposit" means the sum of money specified in Item 7 of the Schedule;
   2.1.8 "Exclusions" means any easements, rights, privileges and appurtenances referred to on the Certificate of Title and any encumbrances, charges, exceptions, reservations and other interests specified in Item 11 of the Schedule or the Form 1, to which the Property is sold subject to;
   2.1.9 "Excluded Chattels" means the items specified in Item 10 of the Schedule;
   2.1.10 "Form 1" means the Vendor's statement required under section 7 of the Act;
   2.1.11 "Further Terms" means the terms specified in Item 20 of the Schedule;
   2.1.12 "GST" means any goods and services tax or similar or comparable tax imposed by and defined in the GST Law;
   2.1.13 "GST Law" means the A New Tax System (Goods and Services Tax) Act 1999 and any other Act or Regulation pursuant to, associated with, amending or replacing that Act. Any expression used in this Agreement that is also defined in the GST Law shall have the meaning used or attributed to that expression by the GST Law;
   2.1.14 "Included Chattels" means the items specified in Item 9 of the Schedule;
   2.1.15 "Income" means all rent, fees, benefits and other monies received or receivable by the Vendor that are directly attributable to the use by any third party of the Property;
   2.1.16 "Outgoings" means all rates, levies, taxes (including, but not limited to land tax), assessments, charges and all other amounts payable by or chargeable to the Vendor in respect of the Property;
   2.1.17 "Property" means the land specified in Item 4 of the Schedule together with:
      (a) the easements, rights, privileges and appurtenances referred to on the Certificate of Title or Form 1; and
      (b) any improvements and fixtures and fittings; and
      (c) the Included Chattels;
   2.1.18 "Purchase Price" means the sum of money specified in Item 6 of the Schedule;
   2.1.19 "Purchaser" means the person or entity specified in Item 2 of the Schedule;
   2.1.20 "Settlement" means completion of the sale and purchase of the Property from the Vendor to the Purchaser;
   2.1.21 "Settlement Date" means the date specified in Item 8 of the Schedule;
   2.1.22 "Special Condition" means a special condition set out in or annexed to this Agreement;
   2.1.23 "Tenancies" means any tenancy specified in Item 12 of the Schedule;
   2.1.24 "Transfer" means a Memorandum of Transfer (or other appropriate conveyance) of the Property and where applicable, any other documents supplied by the Vendor to the Purchaser necessary to transfer title to the Property to the Purchaser;
   2.1.25 "Vendor" means the person or entity specified in Item 1 of the Schedule;
   2.1.26 "Works" means the items specified in Item 18 of the Schedule.

2.2 Interpretation
   In this Agreement, unless a contrary intention appears:
   2.2.1 words which denote the singular include the plural and vice versa;
   2.2.2 words which denote natural persons include corporations and vice versa; and
      (a) reference to a natural person includes that person and that person's personal representatives, assigns and permitted nominees; and
      (b) reference to a corporation includes such corporation and its successors, assigns and permitted nominees;
   2.2.3 where a party to this Agreement consists of more than one person then:
      (a) any covenant or obligation to be performed by that party shall bind each of those persons jointly and severally; and
      (b) any reference to that party shall include any one or more of those persons;
   2.2.4 headings are included in this Agreement for convenience and do not form any part of this Agreement or affect its interpretation.
   2.2.5 may be signed in any number of counterparts and by different persons on separate counterparts. The combination of all counterparts will together constitute the one Agreement.

3. Payment
   3.1 All monies payable by the Purchaser prior to Settlement will be paid to the Agent to be held in trust until Settlement and will be applied to any amounts due to the Agent and then to the Purchase Price.
   3.2 The balance of the Purchase Price will be paid at Settlement as directed by the Vendor.

4. Prior to Settlement
   4.1 The Purchaser must execute and deliver to the Vendor at least seven (7) days before the Settlement Date:
      4.1.1 a Transfer; and

INITIALS

FM2100 v2.5 APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2017
Contract: Terms and Conditions

4.1.2 any assignment or other instrument required to transfer title to the Property to the Purchaser.

4.2 In the event the Purchaser does not provide the Vendor with the Transfer in accordance with clause 4.1, the Purchaser authorises the Vendor to prepare the Transfer at the Purchaser’s expense.

4.3 The Vendor must notify the Purchaser at least two (2) business days before the Settlement Date of the details of any bank cheques required at Settlement Date.

4.4 In the event the Vendor fails to notify the Purchaser in accordance with clause 4.3, the Purchaser must tender the total amount due to the Vendor at Settlement.

5. Settlement

5.1 Unless otherwise agreed, Settlement must occur at the Lands Titles Office in Adelaide on the Settlement Date.

5.2 At or before Settlement (provided the Purchaser has complied with its obligations under this Agreement), the Vendor must hand to the Purchaser the duly executed Transfer and any other documents required to transfer title to the Property to the Purchaser.

5.3 All Outgoings and Income will be adjusted to mid-night of the day prior to the Settlement Date.

5.4.1 If the current annual water allowance and the water consumed by the Vendor during the current water consumption year will be calculated on a daily basis. Any water consumed in excess of the allowance prior to the Settlement Date is to be adjusted, either before or as soon as possible after the Settlement Date, at the price of water for the current year;

5.4.2 Land tax will be adjusted on a single holding basis;

5.4.3 If the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, then clause 8 applies.

5.5 If the Vendor incurs any cost in complying with a statutory requirement (which it did not have notice of prior to entering into this Agreement) between the date of this Agreement and the Settlement Date, the Purchaser must pay the Vendor that amount on Settlement.

5.6 The parties may settle under protest if there is a dispute in respect of amounts payable under this Agreement and Settlement will not in any way constitute a waiver of the rights of either party.

6. Vacant Possession

6.1 Subject to any Tenancies, the Vendor will provide the Purchaser with vacant possession at Settlement.

6.2 For the purposes of clause 6.1, providing vacant possession includes, but is not limited to:

6.2.1 the removal of the Excluded Chattels and making good any damage arising from that removal;

6.2.2 giving possession of the Included Chattels free of any debt or encumbrance;

6.2.3 delivering all keys and security devices to the Property to the Purchaser.

7. Title and Risk

7.1 Subject to clause 7.2, from the date of this Agreement the Property shall be at the risk of the Purchaser;

7.2 The vendor must use the Property with all reasonable care so as to maintain its current state of repair and condition, fair wear and tear excluded.

7.3 The Certificate of Title will be conclusive evidence of the Vendor’s title.

8. Strata and Community Title

If the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, the following provisions apply:

8.1 The following further adjustments between the parties shall be made:

8.1.1 if, at the Settlement Date, the Vendor has paid any monies to a fund or funds established under section 27 of the Strata Titles Act 1988 or Section 6 of the Community Titles Act 1996, before the due date for payment, the total amount of the pre-payment will be adjusted and paid by the Purchaser to the Vendor at Settlement; and

8.1.2 if there is no such fund or funds or there is a deficiency to meet the reasonably ascertainable outstanding current liabilities, or if the Vendor is in default in the payment to the Strata or Community Title Corporation, the proportion of the deficiency applicable to the Property or the amount by which the Vendor is in default (as the case may be) shall be adjusted and paid by the Vendor to the Purchaser at Settlement.

8.2 The Vendor declares that, to the best of its knowledge, and except as shown in Item 14 of the Schedule, there is presently no breach of the Strata Titles Act 1988, or the Articles of the Strata Corporation, or the Community Titles Act 1996, or the by-laws of the corporations.

8.3 The Vendor will use its best endeavours to obtain from the Strata or Community Title Corporation and give to the Purchaser, at least fourteen (14) days before the Settlement Date, copies of the documents which must be supplied to the Vendor by a Strata Corporation pursuant to section 41 of the Strata Titles Act 1988 or by a Community Title Corporation pursuant to section 139 of the Community Titles Act 1996 and any associated costs shall be paid by the Purchaser to the Vendor at Settlement.

8.4 If requested by the Purchaser in writing, the Vendor will apply to the Secretary of the Strata or Community Title Corporation to authorise the Vendor to inspect the records of the Corporation in accordance with the provisions of section 41 of the Strata Titles Act 1988 or section 139 of the Community Titles Act 1996 as the case may be, and any associated costs shall be paid by the Purchaser to the Vendor at Settlement.

9. Misdescription

Subject to any applicable laws, this Agreement may not be terminated for any error, omission or misdescription of the Property but either party will be entitled to compensation from the other for any loss or damage arising from the error or misdescription if notified and demanded within fourteen (14) days of Settlement.

10. Vendor Warranties

Except as outlined in the Schedule or the Form 1, the Vendor warrants that, to the best of its knowledge, at the date of this Agreement that:

10.1 there are no outstanding matters regarding the repair or erection of a fence between the Property and any adjoining properties under the Fences Act 1975;

10.2 there are no outstanding demands, orders or requisitions relating to the Property;

10.3 there are no proposals for the redirection or alteration of any road adjoining the Property that would materially affect the value or use of the Property;

10.4 there are no amounts owing to any authority for any works performed by that authority in respect of the Property;

10.5 where there is a pool on the Property, that unless specified in Item 17 of the Schedule, the pool complies with all relevant safety requirements as specified in relevant legislation, regulations and standards governing pool safety;

10.6 since becoming the registered proprietor of the Property, no unapproved building work has been carried out on the Property.

INITIALS
Contract:
Terms and Conditions

11. Boundaries
The Vendor does not warrant that:
11.1 there are no fences, buildings or improvements which are not on or within the boundaries of the Property;
11.2 there are no improvements or fixtures upon adjoining land encroaching on the Property;
11.3 there are no improvements or fixtures on the Property encroaching on adjoining land.

12. Works
Before Settlement, the Vendor will carry out the Works (if any).

13. Further Terms
13.1 The parties agree to comply with the Further Terms (if any).
13.2 In the case of inconsistency between these terms and conditions and the Further Terms, the Further Terms shall apply to the extent of any inconsistency.

14. Special Conditions
14.1 This Agreement is subject to the satisfaction of the Special Conditions (if any).
14.2 The party required to satisfy a Special Condition must use its best endeavours to do so on or before the date specified in that Special Condition (or if not specified, within twenty one (21) days of the date of this Agreement).
14.3 If a party fails to satisfy a Special Condition then:
   14.3.1 If the party required to satisfy the Special Condition complies with clause 14.2 and such other terms and conditions as specified in the Special Condition, then either party may terminate this Agreement upon written notice to the other party; or
   14.3.2 if the party required to satisfy the Special Condition fails to comply with clause 14.2, or is otherwise in breach of such other terms and conditions specified in the Special Condition, then such an event will be deemed a default under this Agreement and:
      (a) if the Purchaser is in default, clauses 15.3 and 15.4 will apply; or
      (b) if the Vendor is in default, clauses 16.1 and 16.2 will apply.
14.4 If this Agreement is terminated pursuant to clause 14.3.1, then any monies paid by or on behalf of the relevant party under this Agreement shall be refunded to that party.
14.5 If this Agreement is terminated pursuant to, or as a result of clause 14.3.2 then:
   14.5.1 if the Purchaser is in default, clauses 15.10 and 15.11 will apply; or
   14.5.2 if the Vendor is in default, clause 16.2 will apply.

15. Purchaser's Default
15.1 If, for any reason whatsoever, except for the neglect or default of the Vendor, Settlement does not occur on the Settlement Date (or some other date as agreed in writing between the parties), the Purchaser must pay interest on the total Purchase Price (less any deposit paid) from the Settlement Date until the earlier of the date full payment is made or the date of termination, at the Default Rate.
15.2 The payment of interest under clause 15.1 shall be in addition to, and without prejudice to any other rights or remedies the Vendor has by reason of the Purchaser's default.
15.3 Without prejudice to any other rights, if the Purchaser fails to pay the Deposit or any part of the Deposit, or otherwise fails to observe or perform any obligations imposed on the Purchaser under this Agreement prior to the Settlement Date (or such other date as specified), the Vendor may give the Purchaser written notice requiring the Purchaser to remedy the default ("Notice of Default") within three (3) business days of the date of the Notice of Default. If the Purchaser fails to remedy the default within the time specified in the Notice of Default, the Agreement will automatically terminate at the expiration of that period unless the Vendor withdraws the notice in writing.
15.4 A Notice of Default under clause 15.3:
   15.4.1 may be given at any time after the occurrence of the default;
   15.4.2 must state that unless the default identified in the Notice of Default is remedied within the time specified, this Agreement will automatically terminate.
15.5 If the Purchaser fails to complete Settlement on the Settlement Date and does not settle within three (3) business days from the Settlement Date, the Vendor may provide the Purchaser with a notice to complete settlement ("Notice of Completion").
15.6 The Notice of Completion must appoint a time for Settlement (with a minimum ten (10) business days notice) and require the Purchaser to settle at the time provided in the Notice of Completion.
15.7 If the Purchaser does not comply with the Notice of Completion, the Vendor may terminate this Agreement by further written notice to the Purchaser without prejudice to any of its other rights.
15.8 A Notice of Completion can be given more than once.
15.9 The Vendor may, but is not obliged to, waive its right to a re-adjustment of Outgoings if Settlement is postponed due to the Purchaser's default.
15.10 If this Agreement is terminated in accordance with this clause 15, the Vendor may retain the Deposit and at the Vendor's option:
   15.10.1 retain the Property; or
   15.10.2 resell the Property; and
   in either event sue the Purchaser for damages for breach of contract.
15.11 If the Vendor elects to resell the Property pursuant to clause 15.10.2, then:
   15.11.1 the Purchaser will forthwith be required to pay to the Vendor:
      (a) any deficiency between the Purchase Price and the price obtained upon reselling the Property; and
      (b) all costs, expenses and fees associated with or arising from the resale, by way of liquidated damages (the Purchaser receiving credit for any Deposit); and
   15.11.2 the Vendor will be entitled to any surplus of the sale price over the Purchase Price.
15.12 The Vendor is not required to tender a Transfer before exercising any of its rights under this clause 15.
15.13 If the Settlement Date is postponed, all income from the Property shall be readjusted as at midnight on the day preceding Settlement, but Outgoings shall remain adjusted to the Settlement Date.

16. Vendor's Default
16.1 Without prejudice to any other rights, if the Vendor is in breach of this Agreement, the Purchaser must give the Vendor written notice to remedy the default within three (3) business days of service of the notice.
16.2 Where the Vendor fails to comply with that notice, the Purchaser may:
Contract:
Terms and Conditions

16.2.1 terminate this Agreement by further written notice in which case all monies paid by the Purchaser must be refunded by the Vendor forthwith; or  
16.2.2 postpone the Settlement Date until such time as the breach is remedied in which case the Vendor will pay to the Purchaser (at the Purchaser's absolute discretion):  
(a) interest at the Default Rate on the full Purchase Price from the Settlement Date to the date when the breach ceases and is notified to the Purchaser; or  
(b) the amount of the actual damage suffered by the Purchaser.

16.3 If the Settlement Date is postponed, all Outgoings from the Property shall be readjusted to midnight on the day preceding Settlement, but Income remains adjusted to the Settlement Date.

17. Time
Time is of the essence in respect of any obligation under clause 15 and clause 16.

18. Goods and Services Tax (GST)
If the Vendor and Purchaser acknowledge that GST applies to any supply made under or in connection with this Agreement by the Vendor, then it applies in accordance with the GST Annexure to this Agreement.

19. Miscellaneous
19.1 Notices under this Agreement:
19.1.1 must be in writing and signed by the party giving notice, or its authorised agent;
19.1.2 may be served:  
(a) by being left at the last known residence or place of business of the intended recipient; or  
(b) by being sent by ordinary post in a pre-paid envelope to the address of the party set out in this Agreement;
19.1.3 will be deemed served if posted in accordance with clause 19.1.2(b), two (2) business days after posting; and
19.1.4 will be deemed sufficiently served if served in accordance with this clause on one of several persons comprising the Vendor or the Purchaser.
19.1.5 either party may charge the other party for its reasonable costs for preparing and serving any Default Notice or Notice to Complete under this Agreement up to a maximum amount of $700 (exclusive of GST) per notice together with any incidental out of pocket costs reasonably incurred (including the costs of service), and any amount so charged must be paid at Settlement or on termination of this Agreement.

19.2 No Merger
The provisions of this Agreement shall not merge upon Settlement.

19.3 Cheques
19.3.1 The Deposit may be paid by cheque but if it is not honoured on presentation, the Purchaser shall immediately and without notice be in default.
19.3.2 Any other payment due under this Agreement shall be made either in cash, by bank cheque or electronic transfer of funds to the Parties nominated bank account.

19.4 Costs
The costs of and incidental to the preparation of the Transfer (but not of any document needed to clear the title of the Vendor to the Property) and all stamp duty, registration fees and Government fees, duties and all disbursements in respect of those documents and this Agreement must be paid by the Purchaser.

19.5 Date of this Agreement
The date of this Agreement is the date on which the last of the parties executes it.

19.6 Legal Capacity of Purchaser
19.6.1 The Purchaser warrants that each natural person included in the description of the Purchaser has full legal capacity.
19.6.2 The Purchaser further warrants that is not (except as set out in any Special Condition) required to seek approval for purchase under the Foreign Acquisitions and Takeovers Act 1975 as amended and any breach of this clause entitles the Vendor to terminate.

20. Privacy Act 1988
20.1 The parties agree and acknowledge that the Agent uses personal information collected from the Purchaser and Vendor to act as the Vendor's agent and to perform their obligations under this Agreement.
20.2 The Agent may disclose this information to other parties including conveyancers, legal advisers, financial institutions and government bodies.
20.3 The Agent will only disclose information in the way described in clause 20.2 as required to perform its duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988.
20.4 If the Vendor or Purchaser would like to access this information or correct or update this information, they can do so by contacting the Agent at the address and telephone number provided in this Agreement.

21. Other Conditions
This Agreement includes other terms and conditions as specified in or attached to this Agreement (including Annexures).

22. Governing Law
This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of South Australia.

23. General
If any provision of this Agreement shall be found by a Court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such Court to sever such provision from this Agreement.

24. eConveyancing Conditions
24.1 If each party is or has engaged an Australian Legal Practitioner and/or Licensed Conveyancer (Legal Representative), the parties may agree in writing not less than 5 business days before Settlement, to select that Settlement take place using an Electronic Lodgement Network (Electronic Conveyancing).
24.2 If the Settlement is to take place by Electronic Conveyancing in accordance with 24.1 above, the parties hereby agree that they will be bound by the Model Rules for Electronic Conveyancing (Model Rules) as in force at the date of Settlement and available at the REISA website www.reisa.com.au.

INITIALS
Contract: Execution

EXECUTION

SIGNED by or on behalf of THE PURCHASER
on the 22nd day of December 2017
in the presence of:

Witness:

SIGNED by or on behalf of THE VENDOR
on the day of 20
in the presence of:

Witness:

Vendor / Purchaser Please Note:
1. REISA recommends that you should not sign any document unless you are satisfied that you understand its terms.
2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

RECEIPT OF FORM R3
In executing this Agreement, the Purchaser acknowledges receipt of Form R3 prior to signing this Contract

OFFICE USE ONLY
Form R3 provided to Purchaser prior to signing of Contract

AUCTION CONDITIONS

Applicable
✔ Not Applicable

The Conditions of Sale of Real Property by Public Auction of the Real Estate Institute of South Australia exhibited prior to the Auction shall apply to the Agreement. If sold by auction then the deposit of 10% of the Purchase Price (or such other amount determined by the auctioneer or Agent prior to the auction and advised by the Purchaser prior to the auction) is payable immediately upon the highest successful acceptance of the bid above the reserve.

Note: There is no "cooling-off" period under the Act for sale under auction conditions or if the Purchaser waives the right to "cool-off" by obtaining independent legal advice and delivering a Certificate (section 5 of the Act) to the Agent.

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES

INITIALS
The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.

Certificate of Title - Volume 5196 Folio 722

Parent Title(s)  CT 2351/191, CT 4348/553
Dealing(s)  RTD 7703418
Creating Title
Title Issued  23/06/1994
Edition  1
Edition issued  23/06/1994

Estate Type
FEE SIMPLE

Registered Proprietor
THE BAROSSA COUNCIL
OF PO BOX 887 NURIOOTPA SA 5355

Description of Land
ALLOTMENT 1 DEPOSITED PLAN 39768
IN THE AREA NAMED ANGASTON
HUNDRED OF MOOROOOROO

Easements
SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED C FOR SEWERAGE PURPOSES TO SOUTH AUSTRALIAN WATER CORPORATION (223LG RPA)

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED A APPURTENANT ONLY TO THE LAND MARKED X (T 1817660)

Schedule of Dealings
NIL

Notations
Dealings Affecting Title
NIL
Priority Notices
NIL

Notations on Plan
NIL

Registrar-General's Notes
NIL

Administrative Interests
NIL

* Denotes the dealing has been re-lodged.
Form R3

Buyers information notice

Land and Business (Sale and Conveyancing) Act 1994 section 13A
Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

Before you buy a home there are a number of things that you should investigate and consider. Though it may not be obvious at the time, there could be matters that may affect your enjoyment of the property, the safety of people on the property or the value of the property.

The following questions may help you to identify if a property is appropriate to purchase. In many cases the questions relate to a variety of laws and standards. These laws and standards change over time, so it is important to seek the most up to date information. Various government agencies can provide up to date and relevant information on many of these questions. To find out more, Consumer and Business Services recommends that you check the website: www.cbs.sa.gov.au

Consider having a professional building inspection done before proceeding with a purchase. A building inspection will help you answer some of the questions below.

The questions have been categorised under the headings Safety, Enjoyment and Value, but all of the issues are relevant to each heading.

Safety

• Is there asbestos in any of the buildings or elsewhere on the property eg sheds and fences?
• Does the property have any significant defects eg cracking or salt damp? Have the wet areas been waterproofed?
• Is the property in a bushfire prone area?
• Are the electrical wiring, gas installation, plumbing and appliances in good working order and in good condition? Is a safety switch (RCD) installed? Is it working?
• Are there any prohibited gas appliances in bedrooms or bathrooms?
• Are smoke alarms installed in the house? If so, are they hardwired? Are they in good working order and in good condition? Are they compliant?
• Is there a swimming pool and/or spa pool installed on the property? Are there any safety barriers or fences in place? Do they conform to current standards?
• Does the property have any termite or other pest infestations? Is there a current preventive termite treatment program in place? Was the property treated at some stage with persistent organochlorins (now banned) or other toxic termiticides?
• Has fill been used on the site? Is the soil contaminated by chemical residues or waste?
• Does the property use cooling towers or manufactured warm water systems? If so, what are the maintenance requirements?
Enjoyment

- Does the property have any stormwater problems?
- Is the property in a flood prone area? Is the property prone to coastal flooding?
- Does the property have an on-site wastewater treatment facility such as a septic tank installed? If so, what are the maintenance requirements? Is it compliant?
- Is a sewer mains connection available?
- Are all gutters, downpipes and stormwater systems in good working order and in good condition?
- Is the property near power lines? Are there any trees on the property near power lines? Are you considering planting any trees? Do all structures and trees maintain the required clearance from any power lines?
- Are there any significant trees on the property?
- Is this property a unit on strata or community title? What could this mean for you? Is this property on strata or community title? Do you understand the restrictions of use and the financial obligations of ownership? Will you have to pay a previous owner's debt or the cost of planned improvements?
- Is the property close to a hotel, restaurant or other venue with entertainment consent for live music? Is the property close to any industrial or commercial activity, a busy road or airport etc that may result in the generation of noise or the emission of materials or odours into the air?
- What appliances, equipment and fittings are included in the sale of the property?
- Is there sufficient car parking space available to the property?

Value

- Are there any illegal or unapproved additions, extensions or alterations to the buildings on the property?
- How energy efficient is the home, including appliances and lighting? What energy sources (eg electricity, gas) are available?
- Is the property connected to SA Water operated and maintained mains water? Is a mains water connection available? Does the property have a recycled water connection? What sort of water meter is located on the property (a direct or indirect meter – an indirect meter can be located some distance from the property)? Is the property connected to a water meter that is also serving another property?
- Are there water taps outside the building? Is there a watering system installed? Are they in good working order and in good condition?
- Does the property have alternative sources of water other than mains water supply (including bore or rainwater)? If so, are there any special maintenance requirements?

For more information on these matters visit: www.cbs.sa.gov.au

Disclaimer: There may be other issues relevant to the purchase of real estate. If you are unable to ascertain enough information about the questions raised in this form and any other concerns you may have we strongly recommend you obtain independent advice through a building inspection, a lawyer, and a financial adviser.
Form R7

Warning Notice

Financial and Investment Advice

Land and Business (Sale and Conveyancing) Act 1994 section 24B
Land and Business (Sale and Conveyancing) Regulations 2010 regulation 21

A land agent or sales representative who provides financial or investment advice to you in connection with the sale or purchase of land or a business is obliged to tell you the following —

You should assess the suitability of any purchase of the land or business in light of your own needs and circumstances by seeking independent financial and legal advice.

NOTE: For the purposes of section 24B of the Act, an agent or sales representative who provides financial or investment advice to a person in connection with the sale or purchase of land or a business must

• In the case of oral advice - immediately before giving the advice, give the person warning of the matters set out in this Form orally, prefaced by the words "I am legally required to give you this warning"; or
• In the case of written advice - at the same time as giving the advice or as soon as reasonably practicable after giving the advice, give the person this Form, printed or typewritten in not smaller than 12-point type.
8.2 WORKS AND ENGINEERING SERVICES - CONFIDENTIAL

8.2.1 KROEMER CROSSING – STRATEGIC ROAD UPGRADE
B7854 18/8800

The matter of the agenda item being Kroemer Crossing – Strategic Road Upgrade pursuant to Section 90(3)(ii) of the Local Government Act 1999 (“the Act”) being (i) information the disclosure of which would divulge information provided on a confidential basis by or to a Minister of the Crown, or another public authority or official (not being an employee of the Council, or a person engaged by the Council) and (ii) would, on balance, be contrary to the public interest.

There is strong public interest in enabling members of the public to observe Council’s transparent and informed decision-making. This helps to ensure accountability, maintain transparency of public expenditure, facilitate participation, assist public awareness and allow for the scrutiny of information. Attendance at a Council meeting is one means of satisfying this interest. The public will only be excluded from a Council meeting when the need for confidentiality pursuant to Section 90(2) of the Act outweighs the public interest of open decision making.

In this matter, the reasons that receipt, consideration or discussion of the information or matter in a meeting open to the public would be contract to the public interest are that Council is negotiating confidentiality with the relevant Minister and disclosure at this time, on balance, could be detrimental to the public interest and success of the project.
On balance, the above reasons which support the need for confidentiality pursuant to Section 90(2) of the Act outweigh the factors in favour of the public interest of open decision making.

**RECOMMENDATION**

That Council:

1. Under the provisions of Section 90(2) of the Local Government Act 1999 an order be made that the public be excluded from the meeting with the exception of the Chief Executive Officer, Director Community Projects, Director Development and Environmental Services, Director Works and Engineering Services, Acting Director Corporate and Community Services and the Minute Secretary, in order to consider in confidence a report relating to Section 90(3)(j)(i)(ii) of the Local Government Act 1999 being (i) information the disclosure of which would divulge information provided on a confidential basis by or to a Minister of the Crown, or another public authority or official (not being an employee of the Council, or a person engaged by the Council) and (ii) would, on balance, be contrary to the public interest; and

2. Accordingly, on this basis, Council is satisfied that public interest in conducting meetings in a place open to the public has been outweighed by the need to keep the information and discussion confidential as Council is negotiating confidentiality with the relevant Minister and the disclosure at this time, on balance, could be detrimental to the public interest and success of the project.
8.2 CONFIDENTIAL – DIRECTOR WORKS AND ENGINEERING SERVICES

8.2.1 KROEMER CROSSING – STRATEGIC ROAD UPGRADE
B7854 18/8818

PURPOSE
To provide an update from Council’s correspondence with the Department of Planning, Transport and Infrastructure (DPTI) and seek a funding contribution for the upgrade of Kroemer Crossing intersection.

RECOMMENDATION
That Council:

(1) Write to the Department of Planning, Transport and Infrastructure confirming Council’s commitment to contribute $100,000 from the 2018-2019 financial year discretionary spend towards the upgrade of Kroemer Crossing.

(2) Having considered this matter in confidence under Section 90(2) of the Local Government Act (the Act) pursuant to Section 90(3)(j)(i) of the Act being information the disclosure of which would divulge information provided on a confidential basis by or to a Minister of the Crown, or another public authority or official (not being an employee of the Council, or a person engaged by the Council), makes an order pursuant to Section 91(7) of the Local Government Act 1999, that the report, attachments and associated documents in relation to Confidential Item 8.2.1 of the Council Meeting held 20 February 2018 and titled Kroemer Crossing – Strategic Road Upgrade be kept confidential and not available for public inspection until the project funding is made public and that the Chief Executive Officer be delegated the power to review and revoke this order.

(3) Having considered this matter in confidence under Section 90(2) of the Local Government Act (the Act) pursuant to Section 90(3)(j)(i) of the Act being information the disclosure of which would divulge information provided on a confidential basis by or to a Minister of the Crown, or another public authority or official (not being an employee of the Council, or a person engaged by the Council), makes an order pursuant to Section 91(7) of the Local Government Act 1999, that the minutes in relation to Confidential Item 8.2.1 of the Council Meeting held 20 February 2018 and titled Kroemer Crossing – Strategic Road Upgrade be kept confidential and not available for public inspection until the project funding is made public and that the Chief Executive Officer be delegated the power to review and revoke this order.
Background
Council wrote to the Department of Planning, Transport and Infrastructure (DPTI) requesting consideration be given for the construction of a roundabout centered on the existing crossing to improve road safety and address the long term issues for access to Orlando Wines as per the DPTI concept – see attached.

Introduction
Since writing to DPTI, Investment Attraction South Australia (IASA) contacted Council confirming that they will be working closely with DPTI and Pernod Ricard Winemakers on their Business Case and were looking at ways to move the project forward to realise greater economic development, jobs and growth, from Pernod Ricard’s Rowland Flat and Richmond Grove wineries.

DPTI initially confirmed that there was no budget allocated for the crossing but they were prepared to consider upgrading the crossing if support for funding could be achieved from Pernod Ricard Winemakers, The Barossa Council and other government departments, such as IASA’s Economic Development Fund which is available to support new projects that bring new jobs to South Australia.

Discussion
DPTI have contacted Council seeking confirmation for a funding contribution towards the upgrade of the Kroemer Crossing intersection in a three way partnership, Pernod Ricard, State and The Barossa Council.

A contribution of $100,000 will close the current estimated funding gap to make the project viable for construction.

Summary and Conclusion
Committing $100,000 from 2018-2019 discretionary spend for the Kroemer Crossing level crossing project will greatly improve road safety and facilitate B double vehicles to Orlando Wines.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS
Community Plan

   Infrastructure

3.1 Develop and implement sound asset management which delivers sustainable services.

3.5 Advocate for and seek out funding opportunities that support the development of community, health and other facilities and infrastructure from both state and federal government.
FINANCIAL, RESOURCE AND RISK MANAGEMENT CONSIDERATIONS
The additional $100,000 will be funded from the 2018-2019 discretionary spend. Council approval for the additional expenditure will affect Council’s end of year results and cash position.

COMMUNITY CONSULTATION
Nil.
COUNCIL

WORKS AND ENGINEERING SERVICES

DIRECTORS’ REPORT

20 DECEMBER 2016

7.4.1 DEBATE AGENDA – DIRECTOR WORKS AND ENGINEERING SERVICES

7.4.1.4
PROPOSED ROUNDBOUGHT – KROEMER CROSSING – TANUNDA
B5288

PURPOSE
Mr. Richard Graetz and Mr. Steven Scott from Orlando Wines (Pernod Ricard) presented at the October Council workshop seeking support from Council to jointly lobby DPTI for the upgrade of Kroemer Crossing intersection. This upgrade will allow for B Double vehicle access to Orlando wines and to improve safety at the intersection.

RECOMMENDATION
That The Barossa Council write to the Department of Planning, Transport and Infrastructure (DPTI) requesting consideration be given for the construction of roundabout centred on the existing crossing to improve road safety and address the long term issues for access to Orlando Wines as per DPTI concept design.

REPORT

Background
Kroemer level crossing is located at the intersection of Barossa Valley Way/Vine Vale Road and Menge Road and has the following five approach roads:

- Murray Street (North) to Nuriootpa
- Vine Vale Road to Mengler Hill
- Menge Road to Bethany
- Murray Street (South) to Tanunda and
- Burings Road to Orlando Wines

The existing level crossing geometry does not facilitate the movement of B Doubles vehicles from Burings Road to Murray Street (North) or Vine Vale Road and also was not designed to cater for the current volumes of traffic.

DPTI have previously completed a concept design – see attached and cost estimate for the construction of a 50-metre diameter roundabout across the railway in order to address the issues outlined above.
Introduction
At present, the existing road layout fails to meet the requirement of Orlando Wines. Orlando Wines are not able to manoeuvre B Double vehicles around the existing road layout. To overcome the issue, B Double vehicles are uncoupled and smaller vehicles used with less efficiency.

QED have also previously undertaken a crash analysis of the whole of Barossa Valley Way and Kroemer Crossing has the highest crash rate (outside of towns).

Discussion
DPTI previously considered a number of options to improve safety at Kroemer Crossing; the most feasible solution at that time was the construction a 50-metre diameter roundabout incorporating two level crossings centred on the existing crossing.

Summary and Conclusion
Upgrading Kroemer level crossing with the previously proposed roundabout will facilitate B double vehicles to Orlando wines and greatly improve safety.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES
Attachment - Barossa Valley Way / Kroemer crossing Roundabout design concept plan.

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Community Plan
Identify Theme/s (utilising the icons)

Infrastructure

Corporate Plan
3.6 Maintain and improve transport infrastructure to support economic, social and tourism activity within available resources and acceptable levels of service.

3.11 Advocate for the allocation of State and Federal funding to maintain and invest in infrastructure within our region.

FINANCIAL, RESOURCE AND RISK MANAGEMENT CONSIDERATIONS
The estimated cost of the preferred option, roundabout construction, is $1.6m. No council contribution is proposed at this stage. Orlando Wines have indicated they may be willing to contribute to the preferred option with the balance to be funded by DPTI.

COMMUNITY CONSULTATION
No community consultation has been completed for this project.