



ATTACHMENTS

UNDER SEPARATE COVER

Ordinary Council Meeting

28 June 2023

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FORM L1 (Version 3)
GUIDANCE NOTES AVAILABLE

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LEASE

FORM APPROVED BY THE REGISTRAR-GENERAL

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PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

LAND DESCRIPTION

Portion of the land comprised in Certificate of Title Volume 5883 Folio 759 being the portion marked 'T' in GP 325/2004.

ESTATE & INTEREST

Fee Simple

LESSOR (Full name and address)

Yorke Peninsula Council ABN 82 179 825 615 of PO Box 57, Maitland South Australia 5573.

LESSEE (Full name, address and mode of holding)

Amplitel Pty Limited ACN 648 133 073 of c/- JLL, 242 Exhibition Street, Melbourne Victoria 3000

TERM

COMMENCING ON 1 October 2024

AND

EXPIRING AT MIDNIGHT ON 30 September 2044

RENT AND MANNER OF PAYMENT (or other consideration)

The Rent is set out in Item 8 of the Reference Schedule and shall be paid yearly in advance on each anniversary of the Commencement Date

IT IS COVENANTED BY AND BETWEEN THE LESSOR AND THE LESSEE as listed herein:

(Covenants, where not deposited, to be set forth on insert sheet(s) and securely attached)



LAND LEASE

(South Australia)

**Property: Lot 95 Oval Avenue
(Warooka (SA))**

Yorke Peninsula Council
ABN 82 179 825 615

Amplitel Pty Limited
ACN 648 133 073

Reference Schedule

Item 1	Lessor:	Name: Yorke Peninsula Council ABN 82 179 825 615 Address: PO Box 57 MAITLAND SA 5573 Tel: 08 8832 0000 Email: admin@yorke.sa.gov.au
Item 2	Lessee:	Name: Amplitel Pty Limited as trustee for the Towers Business Operating Trust ACN: 648 133 073 ABN: 75 357 171 746 Address: c/- JLL 242 Exhibition Street MELBOURNE VIC 3000 Email: leaseadmin@amplitel.com
Item 3	Premises:	That part of the Land marked T in GP 325 of 2004 (a copy of which appears in 0) and situated at Lot 95 Oval Avenue, Warroka SA 5577. For Lessee reference purposes only: JDE: 31747300 Tenure ID: 62865 Node Manager Address ID: 212999 RFNSA Number: 5577002 AMS Ref: SA003203
Item 4	Land:	Certificate of Title Volume 6148Folio 398
Item 5	Term:	Twenty (20) years, commencing on the Commencement Date
Item 6	Commencement Date:	1 October 2024
Item 7	Terminating Date:	30 September 2044
Item 8	Rent:	\$6,321.39 per annum (exclusive of GST), subject to clause 3.1
Item 9	Payment of Rent:	Yearly in advance by way of electronic funds transfer commencing on the Rent Commencement Date and thereafter on each anniversary of the Commencement Date
Item 10	Permitted Use:	Use, inspection, construction, installation, replacement, operation, maintenance, alteration, repair, upgrade, access to and from and removal of the Facility for telecommunications, communications and any other lawful purposes on the Premises and the Land in accordance with this Lease
Item 11	Review of Rent:	The Rent is to be increased on each Review Date by 3% per annum during the Term
Item 12	Break Dates:	Each of the following dates: (a) the date that is 15 years before the Terminating Date; (b) the date that is 10 years before the Terminating Date; and (c) the date that is 5 years before the Terminating Date.
Item 13	Further Terms:	Not Applicable.

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Operative provisions

1 Interpretation

1.1 Definitions

The following words have these meaning in this Lease unless the contrary intention is shown:

Act means the *Telecommunications Act 1997* (Cth).

Break Dates means the date or dates set out at Item 12.

Business Day means a day that is not a Saturday, Sunday or public holiday in the State.

Carrier has the same meaning as is contained in the Act and includes a party acting in reliance upon a nominated carrier declaration made under Part 3 of the Act.

Commencement Date means the date specified in Item 6.

Consumer Price Index means the All Groups CPI: Australia Consumer Price Index as currently published by the Australian Bureau of Statistics.

Current CPI means the Consumer Price Index number for the quarter ending immediately before the relevant Review Date.

Emergency means circumstances where access must be provided without delay to protect the Facility, the health or safety of persons, the environment, property or maintenance of an adequate level of service.

Facility means any equipment, equipment housing, tower/pole/mast (or similar), antennas, associated ancillary equipment and/or any other fixtures, fittings, structures and cabling as altered or upgraded in accordance with the terms of this Lease belonging to or brought onto the Premises by the Lessee, any Related Body Corporate of the Lessee and any subtenant or licensee of the Lessee (as the case may be).

Financial Year means the 12 months period ending on 30 June in each year.

Item means an item in the Reference Schedule.

Land means the Land described in Item 4.

Lease means this lease and any equitable lease or common law tenancy evidenced by this lease.

Lessee means the party named in Item 2.

Lessor means the party named in Item 1.

Liability Cap means:

- (a) for the Financial Year ending 30 June 2022, \$20 million; and
- (b) for each subsequent Financial Year in the Term, the amount of the Liability Cap for the previous Financial Year multiplied by the Current CPI and divided by the Previous CPI.

Network means the passive infrastructure of the Lessee (or any Related Body Corporate of the Lessee) for use in connection with a communications network.

Permitted Mortgage means a mortgage of the Land granted to an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).

Permitted Mortgagee means the mortgagee from time to time under a Permitted Mortgage.

Permitted Use means the use specified in Item 10.

Premises means the premises leased to the Lessee as described in Item 3.

Previous CPI means the Consumer Price Index number for the quarter ending immediately before the last Review Date (or, if there has not been one, the Commencement Date).

PPS Security Interest means a security interest that is subject to the *Personal Property Securities Act 2009* (Cth).

Reference Schedule means the Reference Schedule to this Lease.

Related Body Corporate means a related body corporate or a body corporate of which the Lessee is either an associated entity or a related body corporate of an associated entity, as each of those terms are defined in the *Corporations Act 2001* (Cth).

Rent means the amount specified in Item 8, as varied on any Review Date under this Lease.

Rent Commencement Date means the earlier of:

- (a) the date the Lessee substantially commences initial installation of the Facility on the Premises;
- (b) the date the Lessee identifies in a notice to the Lessor of the Lessee's intention to commence initial installation of the Facility on the Premises; or
- (c) the fifth anniversary of the Commencement Date.

Requirements means applicable legislation, by-laws, policies, industry standards or codes, community obligations and technical requirements.

Review Date means each anniversary of the Commencement Date during the Term

Security Interest means:

- (a) a PPS Security Interest;
- (b) any other mortgage, pledge, lien or charge; or
- (c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation or that gives a creditor priority over unsecured creditors in relation to any property.

State means the State or Territory of Australia in which the Premises is situated.

Term means the term of this Lease as specified in Item 5 which begins on the Commencement Date and ends on the Terminating Date.

Terminating Date means the date specified in Item 7, except where this Lease is terminated early in which case the date of earlier termination is the Terminating Date.

1.2 Rules for interpreting this Lease

Unless the context otherwise requires:

- (a) A singular word includes the plural, and vice versa.
- (b) If a word is defined, another part of speech using contextual variations of that word has a corresponding meaning.
- (c) Words of inclusion or example are not words of limitation.
- (d) Headings are for convenience only, and do not affect interpretation.
- (e) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease.
- (f) If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- (g) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

- (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes an executor, an administrator, a permitted substitute or a permitted assign of that party and where the party is a corporation, includes the corporation, its successors and assigns;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (h) Unless the context otherwise requires, the terms installation and maintenance where they are used in this Lease have the same meanings and include the same activities as are provided under the Act.
 - (i) Where a party consists of two or more persons or a term is used in this Lease to refer to more than one party an obligation of those persons is joint and several and a right of those persons is held by each of them severally.
 - (j) Any right given to the Lessor or the Lessee (as the case may be) may where the context so permits be exercised by that party's employees, agents, contractors, subtenants, licensees or others authorised (expressly or implicitly) by that party.
 - (k) Any obligation on the Lessor or the Lessee (as the case may be) will where the context so permits extend to the actions of that party or that party's authorised employees, agents, contractors, subtenants, licensees, invitees or others claiming under or through that party.
 - (l) Unless this Lease expressly states otherwise, any party responding to a request for consent or approval must not unreasonably withhold or delay its response or impose any conditions inconsistent with the terms of this Lease. If withholding consent or approval, the responding party must give written reasons with its response.
 - (m) Sections 124 and 125 of the *Real Property Act 1886* (SA) do not apply to this Lease.

2 Term of Lease

2.1 Term

The Lessor leases the Premises to the Lessee for the Term and for the Permitted Use.

2.2 Holding over

If the Lessee occupies the Premises after the Terminating Date without demand for possession by the Lessor, then the Lessee occupies the Premises under a yearly tenancy on the same terms as this Lease, so far as they can be applied to a yearly tenancy. Either party may terminate the yearly tenancy by giving no less than 1 year's notice to the other party.

2.3 Break Rights

The Lessee may terminate this Lease on any of the Break Dates by giving the Lessor no less than 3 months' notice in advance.

3 Payments

3.1 Rent and Rent review

- (a) The Lessee must pay the Rent in accordance with Item 9 to an account in Australia nominated by the Lessor. The Lessor may nominate another account in Australia into which the Rent must be paid upon giving at least 20 Business Days' notice to the Lessee.
- (b) The Rent is to be reviewed on each Review Date in accordance with Item 11.

3.2 Rates and taxes

The Rent is a gross amount and the Lessee is not required to pay any rates, taxes or outgoings which are charged to, assessed against or relate to the Land (including the Premises), subject to charges (if any) which this Lease expressly requires the Lessee to pay. The Lessor must pay all rates, taxes and outgoings on or before the payment date which are charged to, assessed against or relate to the Land (including the Premises).

3.3 Costs of Lease

The Lessee will contribute up to \$1,500.00 (plus any GST) towards the Lessor's reasonable legal fees for the preparation, negotiation and execution of this Lease. If stamp duty or registration fees are payable on this Lease, the Lessee will pay the applicable stamp duty or registration fees.

4 Equipment

- (a) The Lessor grants a licence to the Lessee, its subtenants and licensees to install, maintain, repair, renew and use cabling on the Land to and from the Facility as is necessary for the Permitted Use.
- (b) Subject to the express terms of this Lease, the Facility remains at all times the property of the Lessee, its subtenants and licensees (as the case may be), even if it becomes attached to the Land.

5 Use

5.1 Use of Premises and Land

- (a) The Lessee may only use the Premises for the Permitted Use.
- (b) The Lessor grants a licence to the Lessee, its subtenants and licensees to use so much of the Land adjacent to or adjoining the Facility as is reasonably required for the Permitted Use. After using the adjacent or adjoining Land, the Lessee must restore the surface to that part of the Land used to as near as practicably possible its state prior to use by the Lessee, its subtenants and licensees.
- (c) The Lessee is not required to carry out any capital or structural works to the Land unless such works are required by the Lessee for the installation or maintenance of the Facility or the works are as a result of the Lessee's negligence or a breach of this Lease.
- (d) The Lessee, its subtenants and licensees may install signage around the Premises and the Facility for the purposes of complying with applicable laws.
- (e) The Lessor grants to the Lessee, its subtenants and licensees the right to use so much of the adjoining or adjacent land as is reasonably required for the purpose of installing and maintaining guy anchors (if needed) to support the Lessee's structure on the Premises and running guy wires from those guy anchors on the adjoining or adjacent land to the Lessee's structure on the Premises. The Lessor must not use or interfere with the Lessee's guy anchors or guy wires. The provisions of clause 9.3 apply to the exercise by the Lessee of its rights under this clause.

5.2 Condition of Premises

Subject to clause 5.1(c), the Lessee will keep the Premises in good repair and condition (having regard to the condition of the Premises as at the Commencement Date) excluding fair wear and tear and any damage caused by fire, flood, lightning, storm, war or act of God.

5.3 Permits and approvals

The Lessor:

- (a) authorises the Lessee, at the Lessee's cost, to make applications to any relevant government authority or agency for any necessary permits, consents and approvals for the development, construction and use of the Facility and to exercise and procure (in the Lessee's discretion) every right of appeal arising from a determination or failure to determine such application; and

- (b) must sign all documentation and provide all assistance reasonably required by the Lessee or any person nominated by the Lessee to obtain the permits, consents and approvals referred to in clause 5.3(a).

6 Electricity and other services

- (a) The Lessor must permit the Lessee, at the Lessee's cost, to install electricity and other services on the Land to and from the Facility. The Lessee may use, install, repair, maintain, replace and remove any services to the Facility at any time.
- (b) The supply of electricity must be made through a dedicated usage meter (either by separate meter or check meter), installed by the Lessee at its own cost, so that the Lessee is directly accountable for any electricity that it uses on the Premises.
- (c) Where the Lessee installs separate electricity metering, the Lessee must pay to the supplier all charges for the separately metered electricity used by the Lessee. Where the Lessee installs a check meter, the Lessee will reimburse the Lessor the actual cost of the electricity it uses on the Premises as recorded by the check meter within 30 Business Days of receipt of a tax invoice from the Lessor.
- (d) The Lessor agrees that the Lessee may transfer ownership of some or all of the electricity cables to a third party electricity supplier for the supply of electricity to the Facility.
- (e) Where reasonably requested by the Lessee, the Lessor must grant an easement for electricity purposes over part of the Land on the easement terms that may be required by the electricity supplier.
- (f) The Lessor agrees that the electricity supplier may enter the Land from the Commencement Date for the purposes of installing, repairing, maintaining, upgrading, replacing and removing any electricity infrastructure.

7 Access

7.1 Access

The Lessor grants a licence to the Lessee, its subtenants and licensees over the Land to have access to and from the Premises (including the Facility) at all times.

7.2 Security

- (a) Subject to clause 7.2(b), the Lessee will comply with reasonable security arrangements and access protocols as previously notified to it by the Lessor. The Lessor will notify the Lessee of the Lessor's contact person for security purposes (including name, postal address, email address and phone number).
- (b) Where the Lessee does not have direct access to the Land, Premises and the Facility and there is an Emergency, the Lessor must arrange for the Lessee, its subtenants and licensees to have access to the Land, Premises and the Facility within 2 hours of notification by the Lessee to the Lessor or the Lessor's contact person nominated under clause 7.2(a). The Lessee may give this notice in person or by telephone.
- (c) The Lessee will reimburse to the Lessor the reasonable security expenses incurred by the Lessor in providing access during an Emergency within 20 Business Days of receipt of a tax invoice from the Lessor.

7.3 Access track and/or power connection

If the Lessee installs at its cost any access track or power connection, then any other person (except the Lessor) who wishes to utilise the access track or power connection must share in the cost of any upgrade and maintenance of the access track or power connection as apportioned by the Lessee (and in consultation with the Lessor acting reasonably), taking into account the extent of the use of the access track or the power connection by other users.

8 Assignment and subletting

- (a) The Lessee must not assign this Lease or sublet the whole of the Premises without the consent of the Lessor, except to:
 - (i) a Related Body Corporate of the Lessee;
 - (ii) a Carrier; or
 - (iii) any entity (or a Related Body Corporate of that entity) that is acquiring the Network, in which case the consent of the Lessor is not required to the assignment or sublease.
- (b) The Lessee may grant a sublease of part of the Premises or a licence of the whole Premises or any part of the Premises to any person at any time.
- (c) In the event of an assignment of this Lease by the Lessee, the Lessee and the Lessor release each other from all obligations and liabilities under this Lease from the date of assignment of this Lease, but without prejudice to any prior claim or remedy which either party may have against the other party.
- (d) For the avoidance of doubt, and for the purposes of this clause 8, a reference to:
 - (i) this 'Lease' includes any licence rights granted to the Lessee in this Lease and any rights which are appurtenant or ancillary to this Lease; and
 - (ii) the 'Premises' includes any areas over which the Lessee holds licence, appurtenant or ancillary rights.

9 Insurance and indemnity

9.1 Property Insurance

The Lessee agrees to maintain all risks property insurance with a reputable insurer at all times in relation to the Premises.

9.2 Public Liability Insurance

- (a) The Lessee agrees to maintain public liability insurance with a reputable insurer for at least \$20 million at all times in relation to the Premises and the Lessee will include the Lessor as an insured to the extent of the Lessee's liability under this Lease.
- (b) If requested in writing by the Lessor (no more than once in a 12 month period), the Lessee will provide the Lessor with a letter confirming the Lessee's insurance as specified in this clause 9.2.

9.3 Indemnity and liability

- (a) The Lessee will indemnify the Lessor for any liability, loss, damage, cost or expense incurred or suffered by the Lessor which is caused or contributed (to the extent of the contribution) by the Lessee's negligence or breach of this Lease.
- (b) The liability of the Lessee under this Lease (including under the indemnity provided by the Lessee under clause 9.3(a)) will not exceed the Liability Cap in any Financial Year.
- (c) The liability of the Lessee under this clause 9.3 must be reduced proportionately to the extent that the Lessor's negligence or breach of this Lease caused or contributed to the liability.
- (d) In defending or responding to any claim under this clause 9.3, the Lessor must act reasonably and consult in good faith with the Lessee.
- (e) The Lessor must not settle any claim under this clause 9.3 without obtaining the prior consent of the Lessee. The Lessor must take reasonable steps to mitigate any liability, loss, damage, cost or expense including taking reasonable court action to defend any claim, action or demand made against the Lessor.

10 Lessor's covenants

10.1 Quiet enjoyment

The Lessee is entitled to quiet enjoyment of the Premises and to undertake the Permitted Use on the Land without any interruption by the Lessor or any person lawfully claiming through the Lessor or in any other manner.

10.2 Condition of Land

The Lessor must repair, maintain and keep in good and substantial repair the Land (including all fixtures and fittings of the Lessor, if any), subject always to the obligations of the Lessee under this Lease.

10.3 No damage

The Lessor must not damage, tamper with or interfere with the Facility or its operation.

10.4 Safety and security procedures

The Lessor must comply with the Lessee's safety and security procedures and signage in respect of the Premises and the Facility.

10.5 Other occupiers

- (a) Where the Lessor proposes to grant rights of occupancy on the Land to other occupiers and those rights include the right to operate radio communications and/or telecommunications equipment on the Land, then the Lessor must first promptly give notice and obtain the Lessee's consent to the proposal (such consent not to be unreasonably withheld).
- (b) If the Lessee establishes that changes to other occupiers' facilities after the initial installation of the facility by the other occupier has caused interference with the Facility, the Lessor must, immediately upon receipt of notice from the Lessee, arrange for the other occupier to modify its facility so that it no longer interferes with the Facility.

10.6 Consents

If the Land is subject to a mortgage, the Lessor must obtain consent to this Lease from the mortgagee and the Lessee must pay the mortgagee's reasonable consent costs.

10.7 Contamination

The Lessor warrants to the best of its knowledge that, as at the Commencement Date, the Premises do not contain contamination or substances hazardous to health or safety.

10.8 Events affecting Land

- (a) The Lessor must promptly notify the Lessee if:
 - (i) the Lessor sells or otherwise disposes of its interest in the Land;
 - (ii) the Lessor is aware of a proposal for development occurring on adjoining land;
 - (iii) the Lessor changes its address for notices;
 - (iv) a Permitted Mortgage becomes enforceable; or
 - (v) a Permitted Mortgagee becomes:
 - (A) entitled to the receipt of Rent and other payments under this Lease;
 - (B) entitled to exercise any of the rights of the Lessor under this Lease; or
 - (C) obliged to perform any of the obligations of the Lessor under this Lease.
- (b) The Lessor must not:

- (i) grant a lease over the whole or any part of the Premises which is intended to run concurrently with this Lease;
- (ii) issue a direction to the Lessee to pay the whole or any part of the Rent or other payments under this Lease (other than for charges which this Lease expressly requires the Lessee to pay or for electricity under clause 6) to a person other than the Lessor;
- (iii) assign, transfer or grant any interest in this Lease or the Lessor's rights under this Lease, other than by way of a Permitted Mortgage;
- (iv) appoint a person:
 - (A) other than an employee or officer of the Lessor, under power of attorney, as an authorised representative or attorney (other than pursuant to a Permitted Mortgage);
 - (B) other than a licensed real estate agent, as agent of the Lessor; or
 - (C) other than a professional adviser, such as an accountant or legal adviser,
 to exercise any rights of the Lessor under this Lease or to negotiate on behalf of the Lessor the terms of any lease, licence or other occupancy arrangement of the Premises to the Lessee to commence after the Terminating Date; or
- (v) create or allow a Security Interest, other than a Permitted Mortgage, in the Land, this Lease or the Lessor's rights under this Lease,

without the prior written consent of the Lessee (which may be granted or refused by the Lessee in its absolute discretion).

- (c) If the Lessor breaches clause 10.8(b), then:
 - (i) the Lessee will be entitled to a reduction in the Rent of 50% from the date of the Lessor's breach until the Terminating Date and the parties agree to promptly execute a variation of this Lease to reflect the reduced Rent which, if required, must be in registrable form. The Lessee must at the Lessor's cost attend to the preparation and, if required, registration of the variation of this Lease and the Lessor must immediately produce the certificate of title for the Land to enable the variation of this Lease to be registered (if applicable);
 - (ii) the Lessor must compensate the Lessee for any loss, damage or disadvantage which the Lessee may suffer or incur as a result of the Lessor's failure or delay in seeking the consent of the Lessee; and/or
 - (iii) at any time within 2 years after becoming aware of the breach, the Lessee may terminate this Lease by giving to the Lessor not less than 6 months' notice to the Lessor at any time.
- (d) The Lessor acknowledges and agrees that:
 - (i) the Lessee will suffer loss and damages if the Lessor fails to obtain the Lessee's prior consent under clause 10.8(b); and
 - (ii) the reduction in the Rent under clause 10.8(c)(i) represents the amount reasonably required to protect the Lessee's legitimate business interests should the Lessor fail to obtain the Lessee's prior consent under clause 10.8(b).

10.9 Lessor requirements to effect registration

The Lessor must do all things reasonably necessary for the registration of this Lease, including (without limitation), executing this document in accordance with the requirements of the *Real Property Act 1886* (SA) and the *Real Property (Electronic Conveyancing) Amendment Act 2016* (SA) (**SA Legislation**) and where relevant:

- (a) provide to the Lessee:
 - (i) an original copy of the Authorised Person Certification as defined in and required by the Registrar-General's Verification of Identity Requirements issued by the Department of Planning Transport and Infrastructure (Department); and

- (ii) sufficient evidence of the Lessor's authority to enter into the Lease which complies with the Registrar-General's Verification of Authority Guidelines issued by the Department;
- prior to or at the time of execution of the Lease by the Lessor; and
- (b) engage a legal practitioner or registered conveyancer.

11 Default and termination

11.1 Default and re-entry

- (a) If the Lessee fails to perform its obligations under this Lease and the Lessee does not, within 20 Business Days in the case of non-payment of Rent and 40 Business Days in the case of all other breaches from the date of receipt of notice from the Lessor, either remedy the default or if the default cannot be remedied, pay reasonable compensation to the Lessor for the loss or damage suffered by the Lessor as a consequence of the default, then the Lessor may re-enter upon the Premises.
- (b) This Lease determines on the Lessor's re-entry but without prejudice to any prior claim or remedy which either party may have against the other party.

11.2 Early surrender

- (a) Before the Facility is initially installed, the Lessee may surrender this Lease by giving the Lessor no less than 20 Business Days' notice where the Lessee or its subtenants or licensees are unable to comply with or satisfy any Requirements.
- (b) Despite any other provision of this Lease, if the Permitted Use is compromised (including physical or radio interference), the Premises are no longer required, the communications network of any of the Lessee's subtenants or licensees ceases to operate or the Lessee's subtenants or licensees vacate then the Lessee may surrender this Lease on giving to the Lessor no less than 6 months' notice at any time.
- (c) If the Lessee exercises its right to surrender this Lease under clauses 11.2(a) or 11.2(b), the Lessee must, at its cost, reinstate the Premises in accordance with clause 11.3 and the surrender of this Lease is without prejudice to any prior claim or remedy which either party may have against the other.
- (d) If this Lease is surrendered by the Lessee prior to the Terminating Date pursuant to this clause 11.2, the Lessor must, within 20 Business Days of the date of surrender, refund to the Lessee any Rent paid in advance for that portion of the Term after the date of surrender.

11.3 Reinstatement and Make Good

Within 4 months after the Terminating Date, the Lessee will remove that part of the Facility located above ground level and make good at its cost any damage to the Land or Premises caused by that removal. The Lessee will continue to pay Rent to the Lessor during this 4 month period (or any lesser period of time as the Lessee requires to meet its obligations under this clause 11.3) at the same rate of Rent (on a pro-rata basis) payable immediately before the Terminating Date.

12 GST

12.1 Recovery of GST

If one party (**supplying party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the GST-exclusive consideration (**receiving party**) must also pay an amount (**GST amount**) equal to the GST payable in respect of that supply.

12.2 Time for payment of GST amount

Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the GST-exclusive consideration or the first part of the GST-exclusive consideration for the supply (as the case may be).

12.3 Indemnity and reimbursement payments

If one party must indemnify or reimburse another party (**payee**) for any loss or expense incurred by the payee, the required payment does not include any amount which the payee (or an entity that is in the same GST group as the payee) is entitled to claim as an input tax credit or would have been entitled to claim as an input tax credit had the other party registered for GST in the event that it was required or entitled to do so, but will be increased under clause 12.2 if the payment is consideration for a taxable supply.

12.4 Adjustment events

If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under clause 12.2 will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.

12.5 Lease to be a tax invoice

The parties agree that this Lease is intended to be a tax invoice which satisfies the requirements of section 29-70(1) of the GST Act.

12.6 Change in the GST law

If the GST law changes (including without limitation as a result of a change in the GST rate) after the date of this Lease, any consideration that expressly includes GST must be adjusted to reflect the change in the GST law.

12.7 When RCTI clauses apply

Clause 12.8 shall only become effective upon notice being provided by the Lessee, in its absolute discretion, to the Lessor.

12.8 RCTI

For the purpose of satisfying the requirements of the GST legislation and any additional requirements as determined by the Commissioner of Taxation from time to time, the Lessor and the Lessee agree that:

- (a) the Lessee can issue recipient created tax invoices (and adjustment notes) in respect of the supply by the Lessor of the Lease of the Premises to the Lessee;
- (b) the Lessor must not issue a tax invoice (or adjustment notes) in respect of any supply by the Lessor to the Lessee under this Lease unless the Lessee notifies the Lessor that the Lessee will not be issuing a recipient created tax invoice for that supply;
- (c) the Lessee is registered for GST purposes. The Lessee must notify the Lessor if the Lessee ceases to be registered for GST purposes or ceases to satisfy the requirements for issuing recipient created tax invoices as set out in the GST legislation or as determined by the Commissioner of Taxation from time to time;
- (d) the Lessor is registered for GST purposes and has notified the Lessee of its ABN. The Lessor must notify the Lessee if the Lessor ceases to be registered for GST purposes or if it intends selling its business or otherwise ceases to be entitled to enter into a recipient created tax invoice arrangement; and
- (e) the Lessee must issue the recipient created tax invoice to the Lessor and must retain a copy. The Lessee must issue the recipient created tax invoice within 28 days from the date the value of the relevant supply is determined.

12.9 When RCTI clauses cease to apply

Clause 12.8 shall be effective from the date on which the Lessee issues a notice to the Lessor under clause 12.7 and continues until terminated by either party at any time by giving not less than 30 days' prior written notice to the other party.

12.10 GST definitions

In this Lease:

- (a) terms used that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) have the meaning given in that Act, unless the context makes it clear that a different meaning is intended;
- (b) consideration includes non monetary consideration, in respect of which the parties must agree on a market value, acting reasonably;
- (c) in addition to the meaning given in the GST Act, the term 'GST' includes a notional liability for GST; and
- (d) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as if it were a separate supply.

13 Warranties

13.1 Lessee as trustee

- (a) The parties acknowledge and agree that:
 - (i) where the Lessee is a responsible entity or trustee of a trust, the Lessee enters into this Lease in that capacity and is bound by this Lease only in that capacity and in no other capacity;
 - (ii) the recourse of the Lessor to the Lessee in respect of any obligations and liabilities of the Lessee under or in connection with this Lease (whether that liability arises under a specific provision of this Lease, for breach of contract, tort (including negligence) or otherwise) is limited to the extent to which the liability can be satisfied out of the assets of the trust out of which the Lessee is actually indemnified in respect of such obligations and liabilities;
 - (iii) the parties may not sue the Lessee in any capacity other than as responsible entity or trustee of the trust, including seeking the appointment of a receiver (except in relation to property of the Lessee), a liquidator, an administrator or any similar person to the Lessee or prove in any liquidation, administration or arrangement of or affecting the Lessee (except in relation to property of the Lessee); and
 - (iv) the provisions of this clause 13.1(a) do not apply to any obligation or liability of the Lessee in its capacity as trustee of the trust to the extent that it is not satisfied because under the trust deed of the trust or by operation of law there is a reduction in the extent of the Lessee's indemnification out of the assets of the trust as a result of fraud, negligence or breach of trust on the part of the Lessee.
- (b) As at the Commencement Date, the Lessee warrants to the Lessor that:
 - (i) it has power under terms of the relevant trust deed to execute this Lease and enter into every transaction contemplated by this Lease;
 - (ii) it is the only responsible entity or trustee of the relevant trust;
 - (iii) no action has been taken to remove it as trustee of the relevant trust or to appoint an additional responsible entity or trustee of the relevant trust;
 - (iv) it has a right to be indemnified out of all the property of the relevant trust in relation to money and any liabilities of any nature owing under, or the payment of which is contemplated by or may arise under, this Lease; and
 - (v) no action has been taken to terminate the relevant trust or to determine a vesting date under the relevant trust deed.

13.2 Lessor as trustee

If the Lessor enters into this Lease as a responsible entity or trustee of a trust, as at the Commencement Date, the Lessor warrants to the Lessee that:

- (a) it has power under terms of the relevant trust deed to execute this Lease and enter into every transaction contemplated by this Lease;

- (b) it is the only responsible entity or trustee of the relevant trust;
- (c) no action has been taken to remove it as trustee of the relevant trust or to appoint an additional responsible entity or trustee of the relevant trust;
- (d) it has a right to be indemnified out of all the property of the relevant trust in relation to money and any liabilities of any nature owing under, or the payment of which is contemplated by or may arise under, this Lease; and
- (e) no action has been taken to terminate the relevant trust or to determine a vesting date under the relevant trust deed.

14 Miscellaneous

14.1 Application of Laws

- (a) Nothing in this Lease affects, restricts, limits or derogates from the rights, powers and immunities under and by virtue of the Act or any other applicable legislation and/or regulations of the Commonwealth.
- (b) The Lessor agrees that it does not require written notice under clause 17(1) Division 5 Part 1 of Schedule 3 of the Act from the Lessee or any subtenant or licensee of the Lessee for access to the Facility and any activities related to the Permitted Use.
- (c) The Lessee must comply with all applicable laws in respect of the Lessee's use of the Premises and any requirements, notices or orders of a government authority or agency having jurisdiction in respect of the Lessee's use of the Premises.
- (d) The Lessor must comply with all applicable laws in relation to the Land and the Lessor's property on the Land.

14.2 Notices

- (a) Subject to clause 14.2(b), a notice, consent or other communication (**Notice**) under this Lease is only valid if it is in writing and addressed to the recipient (as per the address in the Reference Schedule, or as notified to the other party in writing from time to time) and either delivered by hand or sent by pre paid mail (by airmail, if the recipient is overseas) to the recipient's address or sent by email to the recipient's email address or email addresses. Where more than one email address is specified, the Notice must be sent to all specified email addresses.
- (b) Notice may be given orally where expressly permitted by this Lease. A Notice given orally is deemed to be received at the time it is given.
- (c) A Notice is deemed received by email if delivered:
 - (i) by 5.00pm on a Business Day – at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email; or
 - (ii) after 5.00pm on a Business Day or on a day that is not a Business Day – on the next Business Day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email.
- (d) Any Notice sent by mail is deemed to have been received within 7 Business Days after posting to a location within Australia or 10 Business Days after posting to a location outside Australia.
- (e) Any Notice delivered by hand is deemed to have been received at the time it is given.

15 [^]Electronic execution

- (a) The parties agree that a party may sign this document electronically. For clarity, all parties may sign this document electronically.
- (b) If one or more parties electronically sign this document, by doing so they will:

- (i) bind themselves to this document; and
 - (ii) such electronic signing will satisfy requirements under the *Corporations Act 2001* (Cth) and *Real Property Act 1886* (SA) and *Electronic Transactions Act 2000* (SA) (if applicable); and
 - (iii) satisfy any other requirements for this document to be in writing and signed by those parties.
- (c) If one or more parties intend to sign this document physically, they may do so at any time, so long as the final copy contains the signatures (which may be electronic signatures) of all parties to the document.
- (d) A fully executed original of this document must include the signatures of all parties to this document in accordance with clause 15(e).
- (e) For this clause 15, a **signature** means the execution of this document by a party that complies with all applicable Laws where:
- (i) if electronic, a document containing such signatures may be printed for subsequent wet-ink execution by another party; or
 - (ii) if wet-ink, it may be signed in any number of sets of copies for subsequent electronic or wet-ink execution by another party.

Executed as a deed

Executed by Lessee

Signed, sealed and delivered by

as attorney for **Amplitel Pty Limited** under power of attorney registered no. **13600321** in the presence of an independent adult witness who either knows the attorney personally or who has been given satisfactory proof as to their identity:

By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney

Signature of witness

Full name of witness (block letters)

Postal address of witness

Business hours telephone number of witness

Executed by Lessor

The common seal of Yorke Peninsula Council ABN 82 179 825 615 was affixed in accordance with its Constitution in the presence of:

Authorised signatory

Authorised signatory

Print name

Print name

Office

Office

Schedule 1– Premises Plan

TG Drafting note: JLL to provide registered surveyed plan

OPERATIVE CLAUSE **Delete the inapplicable*

The Lessor LEASES TO THE LESSEE the land described and the LESSEE ACCEPTS THIS LEASE of the land for the term and at the rent stipulated, subject to the covenants and conditions expressed *herein / ~~*in Standard Terms and Conditions No. _____~~ and to the powers and covenants implied by the *Real Property Act 1886* (except to the extent that the same are modified or negatived).

DEFINE THE LAND BEING LEASED INCORPORATING THE REQUIRED EASEMENT(S) ETC.

Not applicable

CONSENTS OF MORTGAGEES

[Insert]

DATED

CERTIFICATION **Delete the inapplicable*

Lessor(s)

- *The Certifier has taken reasonable steps to verify the identity of the lessor or his, her or its administrator or attorney.
- *The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Certifier has retained the evidence to support this Registry Instrument or Document.
- *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

for:

on behalf of the **Lessor**

Lessee(s)

- *The Certifier has taken reasonable steps to verify the identity of the lessee or his, her or its administrator or attorney.
- *The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Certifier has retained the evidence to support this Registry Instrument or Document.
- *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

.....

Name of Certifying Party

Solicitor

for: TG Legal + Technology

on behalf of the **Lessee**



YORKE PENINSULA SETTLEMENT STRATEGY

Stage 2 – Growth Township Analysis

Prepared for:
Yorke Peninsula Council

Date:
30.03.2023



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1. THE NEED FOR THE COASTAL SETTLEMENT STRATEGY

In the last few years, Council and a number of proponents who seek to invest within the Council area for a range of residential, tourism and/or employment purposes, have experienced barriers to delivery through the planning process. Whilst the majority of townships within the Council area will never be able to economically compete with the services provided in the nearby major townships of Moonta, Port Hughes, Wallaroo and Kadina, the settlements within the Council area should be identified and planned to function as more than a coastal tourist destination.

The Council's desire is to attract investment, leverage off its natural and productive environment and support its community has not been supported at State level. Such support is required to deliver major projects of strategic significance and/or rezoning proposals.

The Yorke Peninsula Economic Development and Tourism Strategy 2022-2026 ("EDTS"), prepared by Council, is a high-level regional focused strategy that recommends specific actions which underpin a more targeted approach with respect to the particular role(s) individual townships can play in driving economic development and tourism.

The EDTS recognises that the Yorke Peninsula region has an ageing population as well as a lack of a skilled workforce, both of which have the potential to constrain economic growth. It was also acknowledged that skill availability was ranked as the number one challenge faced by businesses in the Yorke Peninsula. It is important to note that the population is growing, but more capacity needed to accommodate young, skilled population engaged in workforce.

Whilst the region has a strong reliance upon agriculture, forestry and fishing, there is a need to optimise the potential of high value and labour-intensive industries such as accommodation, food, retail, education and training, health and wellness, and creativity. Furthermore, by optimising the high value industries, the tourism industry, which is estimated to be the second most job generating industry will be further secured and enhanced.

Ultimately, the EDTS identified that the region needs to undergo a change to its socio-economic profile in order to attract residents to the area and increase the population.

This Coastal Settlement Strategy seeks to respond to this challenge and to build upon the broad work contained within the EDTS. It is intended to be used by Council to inform and influence the outcomes of the State Government's delivery of Yorke and Mid North Regional Plan, which is anticipated in 2023. Whilst it is recognised that the Yorke Peninsula Council represents only a portion of the whole Yorke and Mid North Region ('Region'), it clearly has a significant role to play.

The project is broken into two distinct stages:

- Stage 1 – Initial review of 22 settlements;
- Stage 2 – Growth settlement analysis.

This report relates to Stage 2 of the project, with the intent being to provide a detailed analysis of each prospective growth township (as agreed by Council at the conclusion of Stage 1) to identify location and potential capacity for growth.





2. STAGE 1 SUMMARY

The Stage 1 report provides an initial review of 22 Townships, namely:

- | | | |
|-----------------|-----------------|---------------------------|
| • Balgowan | • James Well | • Sheoak Flat |
| • Black Point | • Parsons Beach | • Sultana Point |
| • Bluff Beach | • Pine Point | • The Pines/Couch's Beach |
| • Clinton | • Port Julia | • Tiddy Widdy Beach |
| • Coobowie | • Port Moorowie | • Wool Bay |
| • Corny Point | • Port Rickaby | • Chinaman Wells |
| • Foul Bay | • Price | |
| • Hardwicke Bay | • Rogues Point | |

A snapshot assessment of each township was undertaken (refer to Chapter 5), together with the following tasks:

- prepare a spatial map/info graphic for each township;
- consider the history and strategic context for each township;
- apply an environmental and major social infrastructure lens to each township – use available data from SAPPAs and other GIS platforms and document;
- prepare a housing market analysis – recent trends in respect to population/dwellings/occupancy;
- prepare vacant land analysis to identify the capacity for growth;
- provide a snapshot of service infrastructure as available by SAPPAs/Council;
- understand and test the existing hierarchy of towns and settlements to reinforce key primary and secondary townships; and
- devise a ranking system to determine which townships should be earmarked for growth.

3. INITIAL REVIEW OF THE 22 TOWNSHIPS

The review for each of the identified townships considered the following elements:

- Historic and strategic context;
- Current Zoning;
- Environmental Overlay;
- Service infrastructure;
- Social Infrastructure;
- Housing Market Trends;
- Vacant Land Analysis; and
- Employment Analysis.

The Stage 1 report provided preliminary investigation of each township against the elements listed above.



4. HIERARCHY OF EXISTING SETTLEMENTS

4.1 Overview

Based on the review of the existing townships, it has been identified that there are three different township and settlement types having regard to their function and role across the Council area and region more broadly. The existing hierarchy is shown by Figure 5.1 below and include:

Established Townships

Townships within this category contain existing service infrastructure, key social infrastructure, and key services and are considered to be capable of accommodating residential, commercial, and industrial growth. Whilst the demand for growth in particular townships may be variable, all townships are likely to retain a key function moving forward.

Settlement

The settlements included within this category predominately contain limited-service infrastructure and limited social infrastructure. They are traditional service centres located within close proximity to an established township and/or major employment node. They typically have not experienced significant growth as they do not have obvious economic, lifestyle or tourism-based drivers. These settlements effectively provide a small scale 'service' function to nearby smaller settlements. Vacant land suggests that some of these settlements could be capable of accommodating growth, within existing township boundaries.

Minor Settlements

The settlements in this category have a lack of existing infrastructure and/or are subject to major environmental constraints, and/or not located within close proximity to a major township of employment node. These settlements generally very limited capacity for future growth.



Figure 4.1 Existing Settlement Hierarchy





5. RANKING OF EXISTING SETTLEMENTS

Following the snapshot assessment of the identified settlements, a ranking matrix was devised to assist in the assessment of which settlements can be considered for future growth. The ranking criteria was developed in conjunction with the relevant Goals/Targets of the Economic Development and Tourism Strategy (EDTS), with the criteria specifically being devised to consider:

- *Job opportunities;*
- *Lifestyle Opportunities;*
- *Improve Tourist Experience;*
- *Housing and Community Infrastructure;*
- *Land Availability;*
- *Highlighting the regions premier development opportunities.*

The ranking system in effect represents a short-listing process. Following this process, it was determined that the 8 settlements which received a score of 16 or higher, as listed below warranted further investigation as part of Stage 2 of this Project:

- | | | | |
|----------------|------------|---------------------|-----------------|
| • Port Julia | • Coobowie | • Clinton | • Sultana Point |
| • Sheaoak Flat | • Price | • Tiddy Widdy Beach | • Hardwicke Bay |

Figure 5.1 Short-listed Settlements





6. GROWTH TOWNSHIP ANALYSIS

Stage 2 of the Township Strategy includes detailed spatial analysis of each prospective growth township (as agreed by Council at the conclusion of Stage 1) to identify the potential location and capacity for growth. Tasks undertaken for Stage 2 include:

- more detailed housing market analysis for the prospective growth townships based on RP data;
- engagement with service authorities and Council to further understand service capacity (water/power wastewater) and potential for augmentation;
- high level opportunities and constraints analysis for township growth;
- growth scenarios and infrastructure implications;
- engagement with the Department for Trade and Investment (DTI) to identify the status of the Regional Plan and the opportunity to integrate and tailor reporting to suit;
- preparation of a draft and final report, including strategic justification for the identification of the growth townships and infrastructure considerations arising;
- presentation of draft report to Council for feedback ahead of finalisation;
- presentation to Regional Development Australia and SA Tourism Commission to obtain support prior to presenting to DTI; and
- presentation of final report to DTI.

6.1.1 Section 75 of the *Planning, Development and Infrastructure Act 2016*

There is an option for the Minister to make a change to the Code or initiate a Code Amendment on approval of a regional plan without further process (section 75 of the Act). This type of amendment must be in the form of boundary change to a zone or subzone and the application of an overlay. To make such a change, the Minister must be satisfied that:

- the regional plan provided sufficient specificity through use of maps, spatial information, and description of the changes being proposed; and
- consultation has occurred in accordance with the Community Engagement Charter.

Potential Section 75 changes are highlighted in this report where relevant.

6.1.2 SA Power Networks

Without detailed plans and servicing requirements, it is difficult to obtain information relating to capacity and potential upgrades/augmentation required to service future growth areas. Therefore, the following information has been obtained from relevant SAPN reports. In essence, where a settlement has an existing supply to electricity, it is assumed that any future growth will be able to be facilitated through associated upgrades.

Distribution Annual Planning Report 2022/23 to 2026/27

Customers are supplied from SA Power Networks' distribution system via 7.6kV and 11kV primary distribution feeders, which emanate from the zone substations. These feeders are extended and upgraded as required to meet customer demand and customer connection requests. In addition, some customers are supplied from 19kV SWER systems. Large customer projects may require a zone substation upgrade as well as feeder modifications, therefore SA Power Networks should be notified as early as possible during the planning stages of a project so that customer connection requirements can be met.

The main connection point on the Yorke Peninsula is Ardrossan West. There are associated substations at Ardrossan, Maitland, Minlaton, Port Julia and Port Vincent.





Future Operating Model 2016-2031

Renewable generation and storage provide good opportunities for more remote communities to be more self-sufficient in meeting their energy needs. In many cases, an 'off-grid' solution may be a more sensible option than a more expensive long-distance connection to the main grid.

6.1.3 SA Water

Many townships on the Yorke Peninsula have access to SA Water mains. Private water schemes are also prevalent. There is typically potential for future upgrades, augmentation, new private schemes or sustainable rainwater systems and therefore, water infrastructure should not be seen as an impediment to future township growth.

SA Water major pipelines are shown in the Figure below.



6.1.4 Infrastructure Requirements

Whilst generally existing infrastructure is preferred, flexibility must exist to consider and support 'off grid' solutions where demand for residential development may be high due to the natural attributions of the location. The lack of traditional infrastructure should not be an impediment to facilitating development if the demand, opportunity and means to provide alternative solutions exist. Such can prove to be an economic and environmentally friendly solution.

A case study is provided in section 7.3 to demonstrate success in this type of development.



6.2 Clinton

Key Statistics

- 20 mins to Ardrossan or Port Wakefield and 1.5hrs to Adelaide
- 12 houses sold and 7 land sales in last 12 months
- Median house price¹ \$244,000 (Yorke Peninsula is \$328,500) this is +20.49% compared to +15.26% for Yorke Peninsula. This has remained fairly consistent over the past 12 months
- 158 interested buyers in past month actively looking in Clinton (realestate.com.au – Nov 2022)
- 0 properties currently advertised for rent, 2 houses for purchase (realestate.com.au – March 2023)
- 157 are homes occupied (49.2%) and 167 are unoccupied (51.7%). It is likely that around 50% of the town is made up of holiday homes which are generally not rented out for tourism accommodation.
- Generally allotments range from 750sqm to 1000sqm.



Technical and Numeric Variations

- Rural Settlement Zone - 450sqm min site area, however this is unachievable due to the requirement for onsite wastewater disposal.
- Rural Living Zone - 1ha min site area
- Minimum finished ground level is 3.7m AHD; Minimum finished floor level is 3.95m AHD

Infrastructure

Service	Social	Tourism
<ul style="list-style-type: none"> • Direct link to Yorke Highway • Sealed road network • SAPN • SA Water 	<ul style="list-style-type: none"> • General Store • Community and Sports Club • Caravan Park • Nearest schools are in Ardrossan and Port Wakefield (20mins) 	<ul style="list-style-type: none"> • Starting point of Walk the Yorke Trail • Beach • Port Clinton Primary School historic site • Fairy Garden and Houses • Wills Creek Conservation Park • 7 tourist accommodation listings on AirBNB/Stayz

¹ Corelogic March 2023



Opportunities

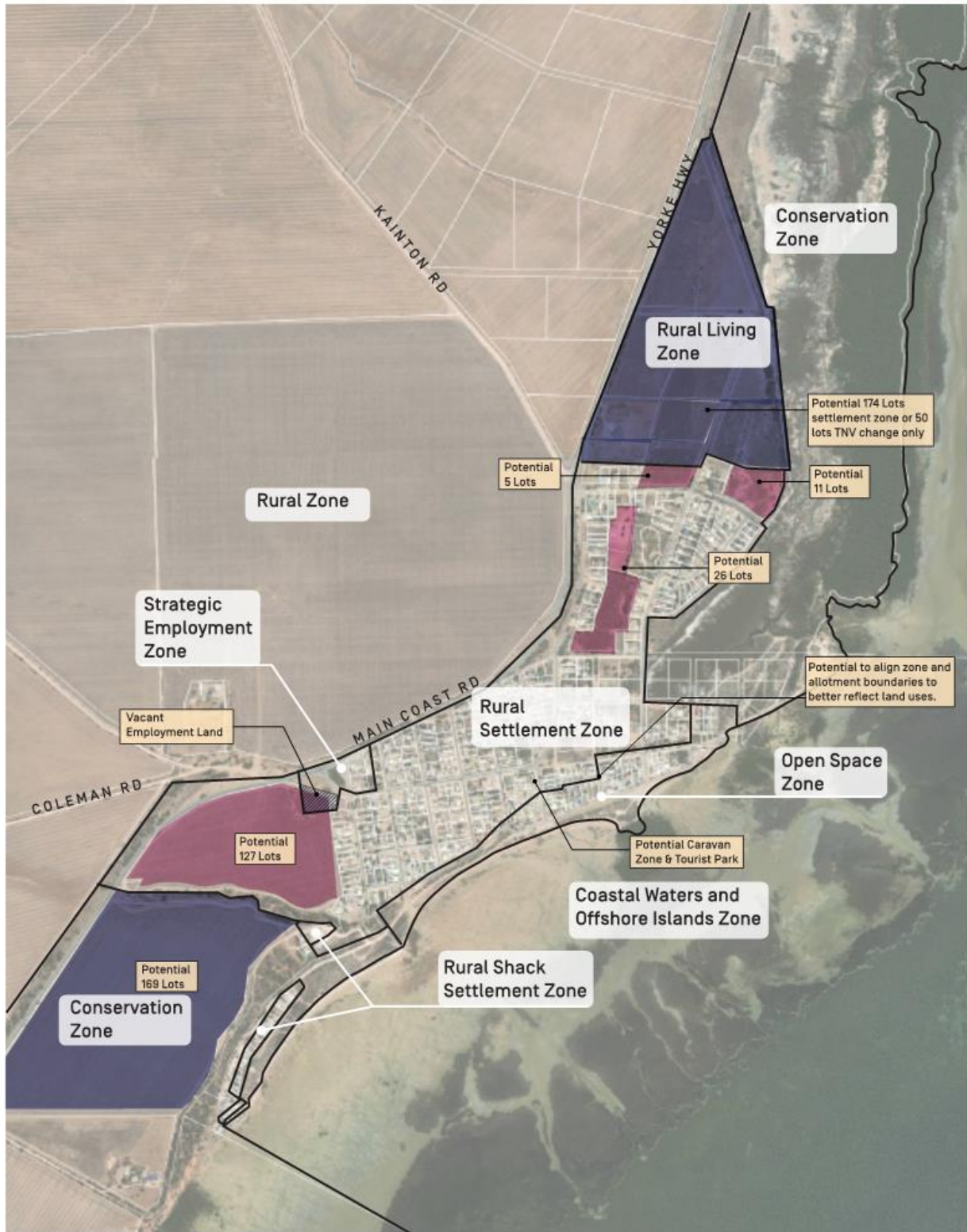
- The proximity to major townships and Adelaide is a desirable factor for this township.
- SA Water and SAPN service the township which is attractive for future development (although upgrades may be required).
- Opportunity to rezone to better align land uses (such as taking residential properties out of the Open Space Zone) and introducing a TNV that better suits the minimum requirements (i.e. min 900sqm). Some zone boundaries cut through allotment parcels and this could be adjusted, potentially by way of a Section 75 amendment.
- The existing caravan park could be rezoned Caravan and Tourist Park to better facilitate any future development. There may be scope to make this change as a Section 75 amendment.
- Rural Living Zone minimum allotment size could be reduced to encourage subdivision. A previous land division was proposed but refused. Alternatively, this land could be incorporated into the Settlement Zone to cater for long term growth.
- There are many vacant allotments, including large greenfield areas, which are able to be subdivided and developed. The potential yield for this land is approximately 169 allotments. Subdivision proposals for most of these allotments have been lodged in the past.
- There is vacant and appropriately zoned land for employment uses.
- There is a large elevated parcel of land to the west of the township that is within the Conservation Zone but appears to be used for primary production and have limited conservation value. If land supply is exhausted, this land could potentially be investigated for future rezoning.

Constraints

- All properties require onsite wastewater disposal.
- Coastal conservation areas to the east and west, as well as productive primary production land constrain the township.
- Large areas of conservation reserve/wetlands which are of high biodiversity value.
- Other infill development and replacement dwellings within the Rural Settlement Zone must consider flood hazard risks and ensure land and or building floor levels are appropriate elevated.
- Council have built levee banks to protect public and private property along the north side of town.

Recommendations and Growth Options

- Vacant land is already appropriately zoned and has a potential yield of up to 169 dwellings.
- A realignment of existing zones and allotment boundaries to reflect land uses could be pursued. There may be scope to adjust this through a Section 75 amendment and could include rezoning the existing caravan park more appropriately.
- Rural Living Zone minimum allotment size could be reduced to encourage subdivision. Potential for up to 50 new allotments if Minimum Allotment Size TNV reduced to 5,000sqm.
- Rural Living Zone could be rezoned to the Settlement Zone to cater for long term growth. This could potentially yield 174 allotments @1,200sqm.
- Potential for land within the Conservation Zone with limited conservation value to be rezoned for residential purposes could be investigated. This land could yield approximately 169 allotments @ 1,200 sqm.



<p>Zoning Clinton</p>	<p>LEGEND</p> <p>— Zone boundary</p> <p>■ Residential broadhectare</p> <p>▨ Vacant Employment land</p>	<p>■ Potential Growth Area</p>	<p>↑ N</p>
---------------------------	--	--------------------------------	------------



6.3 Coobowie

Key Statistics

- 6 mins to Edithburgh / 12 minutes to Yorketown and 2.5hrs to Adelaide
- 20 houses sold and 8 land sales in last 12 months
- Median house price² \$325,000 (Yorke Peninsula is \$328,500) this is -4.97% compared to +15.26% for Yorke Peninsula. This has remained fairly consistent over the past 12 months
- 135 interested buyers in past month actively looking in Coobowie (realestate.com.au – March 2023)
- 0 properties currently advertised for rent, 1 house for sale and 4 blocks of land for sale (realestate.com.au – March 2023)
- 97 are homes occupied (39.3%) and 150 are unoccupied (60.7%). It is likely that around 60% of the town is made up of holiday homes which are generally not rented out for tourism accommodation.
- Generally allotments are 1000sqm+.
- Coobowie is located adjacent to the Employment (Bulk Handling) Zone at Port Giles and hence is a township base to service this employment zone.



Technical and Numeric Variations

- Rural Settlement Zone - 450sqm min site area, however this is unachievable due to the requirement for onsite wastewater disposal
- Minimum finished ground level is 2.5m AHD; Minimum finished floor level is 2.65m AHD

Key 2021 Census Statistics

- Population is 222 persons (207 in 2016)
- Median age is 61 (59 in 2016)
- Number of private dwellings 256 (268 in 2016)
- Dwelling type: separate house – 88.7%, approximately 80% have 3 or more bedrooms
- Average number of people per household – 1.9
- Median weekly household income \$787
- Median monthly mortgage repayments \$975
- Median weekly rent \$200
- Aboriginal and/or Torres Strait Islander 0%
- People 70+ - 28.8%
- People under 20 – 17.3%
- 5 attending Preschool, 17 attending Primary School, 5 attending Secondary School and 10 attending Tertiary/Further Education
- In the labour force 55.6%
- Unemployed – 6.4%
- Top 3 Occupations – Managers (22%), Technicians and Trade Workers (22%) Labourers (16%)
- Top industry of employment – Combined Primary and Secondary Education (12%)
- Worked from home – 6.8%
- Couple family with children – 24.1%

² Corelogic March 2023



Infrastructure

Service	Social	Tourism
<ul style="list-style-type: none"> • Direct link to St Vincent Highway • Sealed road network • SAPN • SA Water • Onsite Wastewater disposal 	<ul style="list-style-type: none"> • UNI Adelaide Marine Research Station • General Store • Hotel • Caravan Park • Sporting grounds • Playground • Nearest schools are in Yorketown (12mins) and Stansbury (14mins). Preschool is in Edithburgh (6mins) 	<ul style="list-style-type: none"> • Bird hide • Aquatic reserve • Water tank (mural) • Lookout • Beach • 8 tourist accommodation listings on AirBNB/Stayz

Opportunities

- A well-established shack settlement which maximises coastal frontage housing and includes an existing wetland (Coobowie Inlet).
- The township contains sealed roads and stormwater infrastructure.
- Coobowie is located adjacent to the Employment (Bulk Handling) Zone at Port Giles and hence is a township base to service this employment zone.
- SA Water and SAPN service the township which is attractive for future development.
- There are a few vacant greenfield areas which are able to be subdivided and developed. The potential yield for this land is approximately 101 allotments @ 900sqm.
- There is a large area of land to the west of the township that is within the Rural Zone but appears to be vacant with limited primary production value. If land supply is exhausted, this land could potentially be investigated for future rezoning.

Constraints

- All properties require onsite wastewater disposal.
- The Rural Settlement Zone presently accommodates and anticipates limited employment generating activities
- Development within the town and replacement dwellings must consider flood hazard risks and ensure land and or building floor levels are appropriate elevated.

Recommendations and Growth Options

- Vacant land is already appropriately zoned and has a potential yield of up to 101 dwellings.
- Potential for land within the Rural Zone with limited primary production value could be investigated for future rezoning. This land could yield approximately 27 allotments @ 1,000sqm.



Zoning
Coobowie

LEGEND

- Zone boundary
- Residential broadhectare
- Potential Growth Area

↑ N



6.4 Hardwicke Bay

Key Statistics

- 15 mins to Minlaton / 20 minutes to Yorketown and 2.5hrs to Adelaide
- 16 houses sold and 12 land sales in last 12 months
- Median house price³ \$ 377,500 (Yorke Peninsula is \$328,500) this is +49.5% compared to +15.26% for Yorke Peninsula. This has steadily risen over the past 12 months.
- 377 interested buyers in past month actively looking in Hardwicke Bay (realestate.com.au - March 2023)
- 1 property currently advertised for rent, 4 houses for sale and 1 block of land for sale (realestate.com.au – March 2023)
- 72 are homes occupied (26.3%) and 204 are unoccupied (74.5%). It is likely that around 75% of the town is made up of holiday homes of which only around 9% are rented out for tourism accommodation.
- Generally allotments are 600-1000sqm.



Technical and Numeric Variations

- Rural Settlement Zone - 450sqm min site area
- Within the Rural Shack Settlement Zone - Minimum finished ground level is 3.55m AHD; Minimum finished floor level is 3.8m AHD

Key 2021 Census Statistics

- Population is 149 persons (126 in 2016)
- Median age is 61 (58 in 2016)
- Number of private dwellings 291 (278 in 2016)
- Dwelling type: separate house – 100%, approximately 84% have 3 or more bedrooms
- Average number of people per household – 1.9
- Median weekly household income \$735
- Median monthly mortgage repayments \$1038
- Median weekly rent \$245
- Aboriginal and/or Torres Strait Islander 5.4%
- People 70+ - 24.9%
- People under 20 – 14.4%
- 3 attending Preschool, 5 attending Primary School, 4 attending Secondary School and 4 attending Tertiary/Further Education
- In the labour force 35.7%
- Unemployed – 19.6%
- Top 3 Occupations – Professionals (25%), Labourers (21%), Community and Personal Service Workers (13.6%)
- Top industry of employment – Other Social Assistance Services (11%)
- Worked from home – 0%
- Couple family with children – 30.6%

³ Corelogic March 2023



Infrastructure

Service	Social	Tourism
<ul style="list-style-type: none"> • Direct link to Yorke Highway • Sealed road network • SAPN • Council water supply • Limited CWMS (Pressure STED/Sewer) 	<ul style="list-style-type: none"> • General Store/fuel station • Post Office • Community Garden • Playground • Community Centre • Nearest schools are in Warooka (9mins), Minlaton (15mins) and Yorketown (20mins) 	<ul style="list-style-type: none"> • Beaches • 18 tourist accommodation listings on AirBNB/Stayz

Opportunities

- A well-established shack settlement which maximizes coastal frontage housing.
- Access to spectacular coastline and beaches.
- The township contains sealed roads and some CWMS infrastructure.
- SAPN services the township.
- There one large greenfield area which is able to be subdivided and developed. The potential yield for this land is approximately 53 allotments @ 600sqm. Current and previous land divisions proposed.
- House prices are increasing and Hardwicke Bay appears to be one of the more popular settlements on the Peninsula.
- Potential for caravan park.
- Potential to investigate increasing the capacity of the CWMS and water supply.
- There is a large area of land to the south of the township that is within the Rural Zone. This land could potentially be investigated for future rezoning and yield approximately 74 allotments @ 1,000sqm.
- A rezoning could create an opportunity for developer funded infrastructure upgrades.

Constraints

- Limited capacity within the CWMS system to accommodate growth. Upgrade would be required to facilitate growth.
- Limited Council water supply only, no SA Water. Increased storage facilities are required to increase supply.
- The Rural Settlement Zone presently accommodates and anticipates limited employment generating activities.
- Limited growth potential currently within the Rural Settlement Zone, notably replacement dwellings and some vacant land set back from the coast.
- Currently there is no coastal hazard adaption strategy in place **to protect** to protect foreshore property at Hardwicke Bay, which is within the Rural Shack Settlement Zone.

Recommendations and Growth Options

- Vacant land that is already appropriately zoned has a potential yield of up to 53 dwellings.
- Potential for land within the Rural Zone could be investigated for future rezoning with a potential yield of 74 allotments.
- Potential for caravan park.
- Potential for future rezoning to investigate increasing the capacity of the CWMS and water supply and seek developer contributions towards upgrades.



Zoning
Hardwicke Bay

LEGEND

— Zone boundary

Residential broadhectare

Potential Growth Area

Potential Tourism use





6.5 Port Julia

Key Statistics

- 21 mins to Ardrossan / 25 mins to Minlaton and just over 2hrs to Adelaide
- 5 houses sold and 13 land sales in last 12 months
- Median house price not available due to low house sales
- 1 property currently advertised for rent, 1 house for sale (realestate.com.au – March 2023)
- 92 interested buyers in past month actively looking in Port Julia (realestate.com.au – March 2023)
- Generally allotments are 750-1000+sqm.

Key 2021 Census Statistics

- Population is 59 persons (42 in 2016)
- Median age is 66 (64 in 2016)
- Number of private dwellings 159 (148 in 2016)
- Average number of people per household – 1.7
- Median weekly household income \$767
- Median monthly mortgage repayments \$658
- Census data is limited due to the small population

Technical and Numeric Variations

- Rural Settlement Zone - 450sqm min site area
- Within the Rural Shack Settlement Zone - Minimum finished ground level is 3.45m AHD; Minimum finished floor level is 3.7m AHD

Infrastructure

Service	Social	Tourism
<ul style="list-style-type: none"> • Close to St Vincent Hwy • Unsealed road network • SAPN • No Water • Onsite Wastewater disposal 	<ul style="list-style-type: none"> • Boat ramp • Jetty • Nearest schools are in Curramulka (18mins), Stansbury (21mins) and Ardrossan (21mins) 	<ul style="list-style-type: none"> • Beach • Lookout • Campground • 4 tourist accommodation listings on AirBNB/Stayz

**Opportunities**

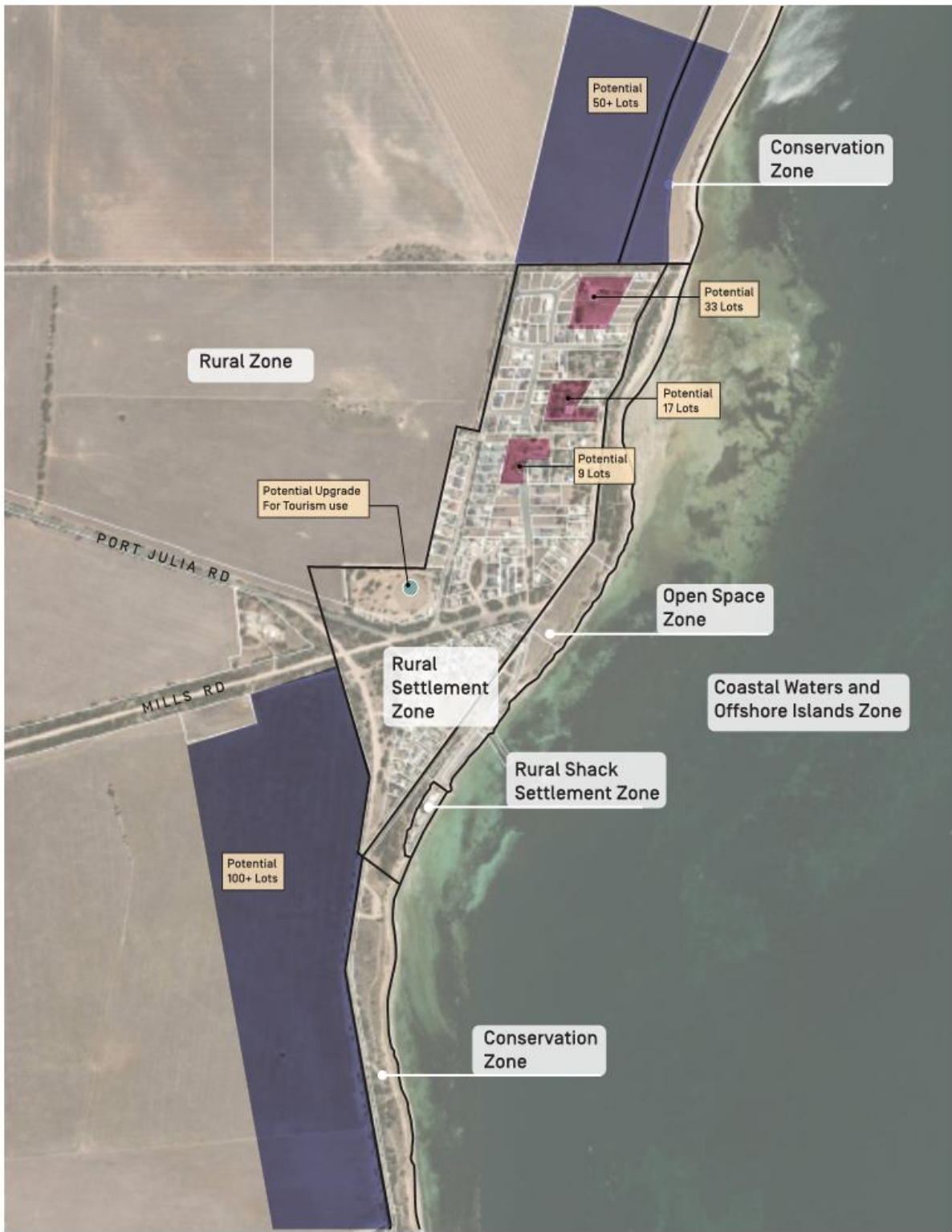
- SAPN services the township.
- There are many vacant allotments.
- There large greenfield areas which is able to be subdivided and developed. The potential yield for this land is approximately 39 allotments @ 900sqm.
- Potential to investigate increasing services and infrastructure in the settlement.
- There are large areas of land surrounding the settlement that are within the Rural Zone or Conservation Zone. This land could potentially be investigated for future rezoning, however, this land appears to be highly productive. This land has the potential to yield 150+ allotments, some with ocean views.
- A rezoning could create an opportunity for developer funded infrastructure upgrades.
- Potential for growth to showcase sustainable living.

Constraints

- Unsealed roads, no water and onsite wastewater only limits development potential.
- Closest water main is just over 7km away. Augmentation to connect to the settlement would be significant.
- The Rural Settlement Zone presently accommodates and anticipates limited employment generating activities.
- There are currently no retail or food services in the settlement.
- There is no capacity for growth below the cliff within current zoning (beside limited replacement shacks) due to coastal flooding and erosion flood hazard risks, conservation and public access/recreation values.
- The rural land surrounding the township appears to be highly productive.

Recommendations and Growth Options

- Investigate infrastructure provision, including sustainable technology, to encourage growth.
- Vacant broadhectare land that is already appropriately zoned has a potential yield of up to 39 dwellings. There is an additional 30+ allotments which are vacant within the settlement.
- Potential for rural/conservation land to yield 150+ allotments if rezoned.
- Investigate potential and costings for water infrastructure and sealed roads. Without suitable infrastructure, development potential is reduced and retail/food services being introduced is unlikely.
- Growth within the settlement would require significant private and public investment.
- Potential for campground to be upgraded to include caravans/cabins.



Zoning	LEGEND			
Port Julia	— Zone boundary	Residential broadhectare	Potential Growth Area	Potential Tourism Use

↑ N



6.6 Price

Key Statistics

- 14 mins to Ardrossan / 24 mins to Port Wakefield and 1.5hrs to Adelaide
- The settlement of Price is characterised by low density residential dwellings inland and separated from the coastline by the Wills Creek Conservation Park
- The township is set out in a square grid pattern, surrounded by community land
- The Resource Extraction Zone presently accommodates the Cheetham Salt Refinery and is a major employer for the Price region
- 9 houses sold and 6 land sales in last 12 months
- Median house price not available due to low house sales
- 0 properties currently advertised for rent, 0 properties to purchase, 2 blocks of land for sale (realestate.com.au – March 2023)
- 138 interested buyers in past month actively looking in Price (realestate.com.au – March 2023)
- 95 are homes occupied (90.5%) and 7 are unoccupied (6.7%). This town is largely resident based and not a holiday home town, most likely predominately retirees
- Generally allotments are 1000sqm.

Key 2021 Census Statistics

- Population is 205 persons (190 in 2016)
- Median age is 58 (57 in 2016)
- Number of private dwellings 111 (120 in 2016)
- Average number of people per household – 1.9
- Median weekly household income \$715
- Median monthly mortgage repayments \$867
- Median weekly rent \$180
- Aboriginal and/or Torres Strait Islander 2.4%
- People 70+ - 21.7%
- People under 20 – 15.1%
- 0 attending Preschool, 12 attending Primary School, 11 attending Secondary School and 5 attending Tertiary/Further Education
- In the labour force 37.1%
- Unemployed – 10.6%
- Top 3 Occupations – Technicians and Trade Workers (23.7%), Machinery Operators and Drivers (20.3%), Labourers (18.6%)
- Top industry of employment – Road Freight Transport (10.2%)
- Worked from home – 5.1%
- Couple family with children – 12.7%

Technical and Numeric Variations

- Rural Settlement Zone - 450sqm min site area
- Rural Living Zone – 10,000 min site area
- Within the Rural Settlement Zone - Minimum finished ground level is 3.4m AHD; Minimum finished floor level is 3.65m AHD

Infrastructure

Service	Social	Tourism
<ul style="list-style-type: none"> • SAPN services the township • SA Water Mains services the township. • No sewer • Most of the township is serviced by sealed roadways with integrated drainage systems • Boat Ramp within Conservation Park 	<ul style="list-style-type: none"> • Caravan Park • Tennis Courts • Wheatsheaf Hotel and Bottle Shop • Australia Post – Price GPA • Playground • Church • Soldiers Memorial Hall • Nearest schools are in Ardrossan (14mins), Maitland (25mins) and Port Wakefield (24mins) 	<ul style="list-style-type: none"> • Wills Creek Conservation Park • Mangrove/Samphire Walk • Price Primary School Monument • No tourist accommodation listings on AirBNB/Stayz

**Opportunities**

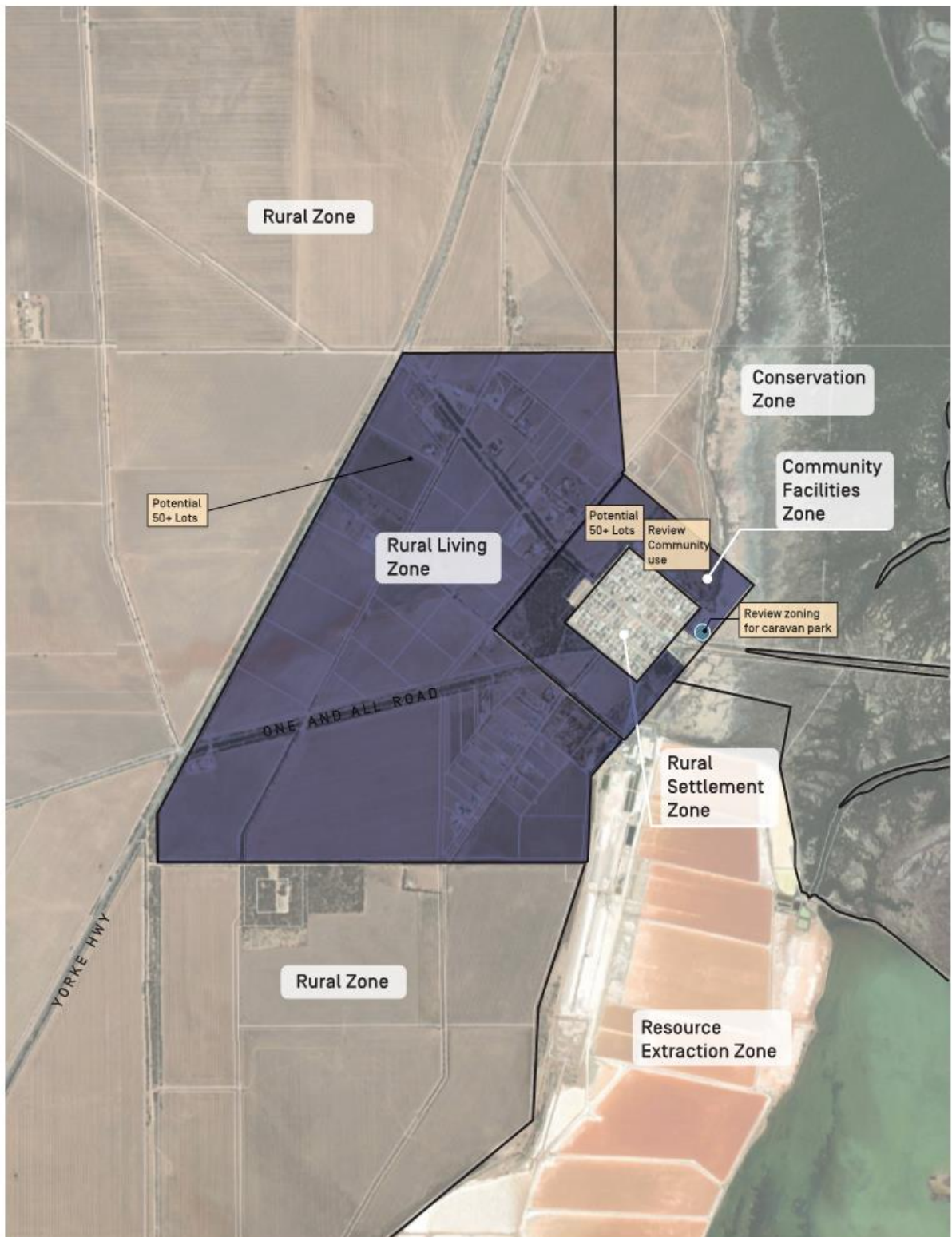
- The proximity to Adelaide is a desirable factor for this township.
- SA Water and SAPN service the township which is attractive for future development.
- The township is relatively well serviced with infrastructure and community services and has a permanent resident population (rather than holiday homes).
- Coastal flooding is not a significant risk for the main town nor rural living parcels west of town.
- Coastal hazard adaptation studies have considered this township.
- Potential to review the community land within the township as the caravan park is currently within this area and there are large parcel of vacant, disused land which could be investigated for residential development.
- Many of the allotments within the Rural Living Zone are vacant and some or all of this land could be rezoned to allow for township expansion.
- A rezoning could create an opportunity for developer funded infrastructure upgrades.

Constraints

- Growth within the township is constrained by community land, mining operations, State significant vegetation, wetlands and rural living.
- All properties require onsite wastewater disposal.
- There are very few vacant allotments within the township (<10).
- The Rural Settlement Zone presently accommodates and anticipates limited employment generating activities.
- This is no beach and therefore tourism attraction is relatively low.
- SA Water and SAPN infrastructure likely to require augmentation to service future growth.

Recommendations and Growth Options

- Review the land currently within the Community Facilities Zone which surrounds the township. This may include community engagement to gauge the level of support for a potential rezoning.
- Subject to the review, there may be scope to rezone some of the community land to Caravan and Tourist Park Zone and Rural Settlement Zone to allow for growth.
- Investigate possible rezoning of rural living land to the north and west of the township.
- Recommend seeking developer contributions towards infrastructure upgrades for any future rezoning.



Zoning
Price

LEGEND

— Zone boundary

■ Potential Growth Area

● Potential Tourism Use





6.7 Sheoak Flat

Key Statistics

- 10 mins to Port Vincent / 17 mins to Curramulka / 25mins to Minlaton and just over 2 hrs to Adelaide
- 0 houses sold and 0 land sales in last 12 months
- Median house price not available due to low house sales
- 522 interested buyers in past month actively looking in Sheoak Flat (realestate.com.au – Dec 2023) which demonstrates strong buyer demand in the area
- 0 properties currently advertised for rent, 0 properties for sale (realestate.com.au – March 2023)
- Generally allotments are 450-700sqm.

Key 2021 Census Statistics

- Population is 28 persons (29 in 2016)
- Median age is 63 (56 in 2016)
- Number of private dwellings 73 (76 in 2016)
- Average number of people per household – 1.8
- Median weekly household income \$1062
- Median monthly mortgage repayments \$2000
- Census data is limited due to the small population

Technical and Numeric Variations

- Rural Settlement Zone - 450sqm min site area
- Rural Living Zone – 10,000 min site area (however the Limited Land Division Overlay applies)
- Minimum finished ground level is 3.2m AHD; Minimum finished floor level is 3.45m AHD

Infrastructure

Service	Social	Tourism
<ul style="list-style-type: none"> • SAPN services the township • No sewer schemes • No water supply • Most of the township is serviced by unsealed roadways without integrated drainage systems 	<ul style="list-style-type: none"> • Broad Beach • Nearest schools are in Curramulka (17mins) and Minlaton (25mins) 	<ul style="list-style-type: none"> • Port Vincent Golf Course • No tourist accommodation listings on AirBNB/Stayz



Opportunities

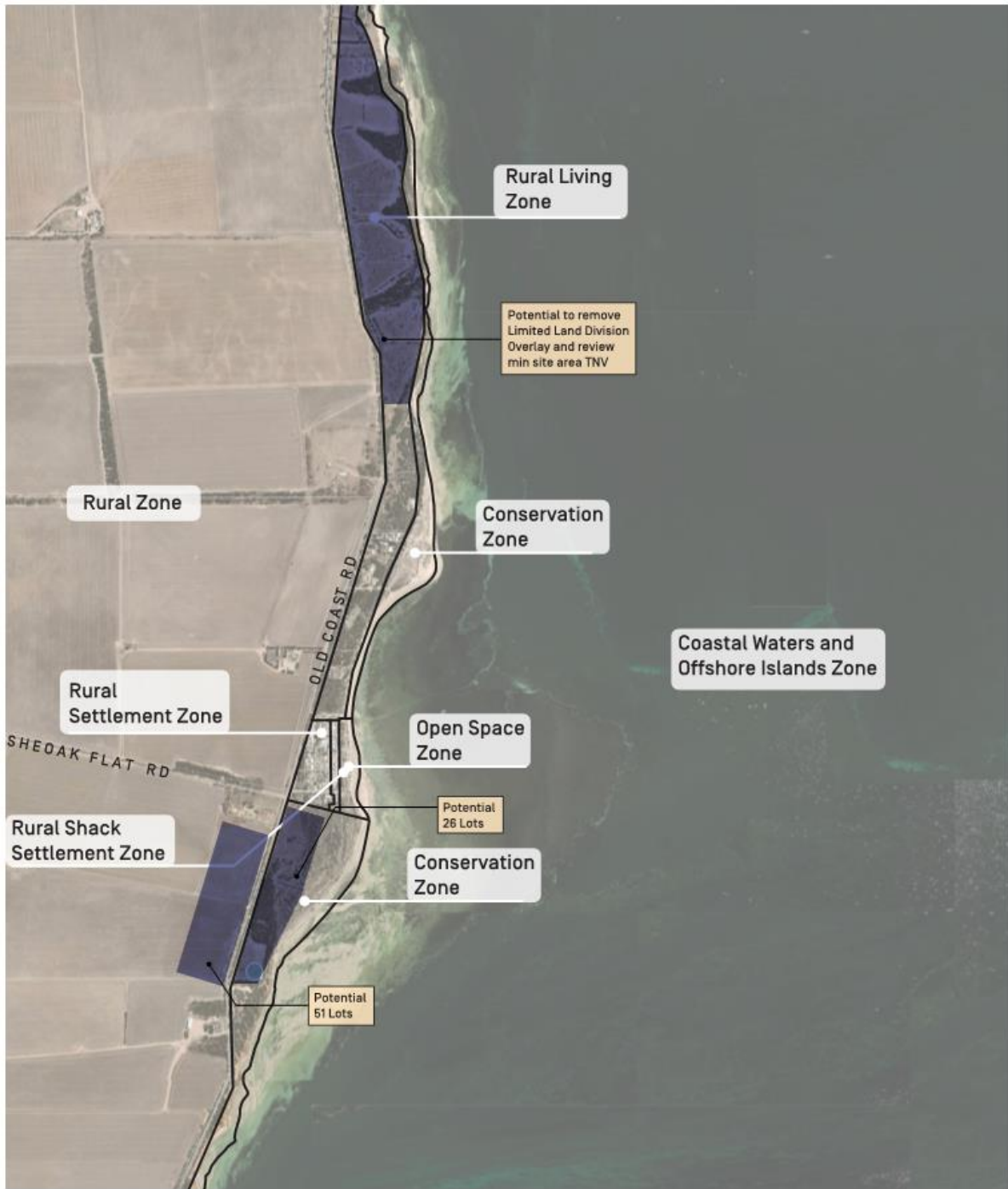
- The Port Vincent Golf Course is in close proximity to the settlement.
- Developer interest in the area with a land division proposal previously refused.
- Investigate appropriate infrastructure for the settlement to encourage growth.
- Potential for growth to showcase sustainable living.
- Investigate appropriate land options to increase tourism, such as a caravan park. The Conservation Zone has a Visitor Experience Subzone that could facilitate this use. A Code Amendment would be required for this.
- There is a large elevated parcel of land to the south of the township that is within the Conservation Zone but appears to have limited conservation value. This land could potentially be investigated for future rezoning. This has the potential to yield approximately 26 allotments @ 900sqm.
- The Rural Living Zone could be reviewed, with a potential Code Amendment to remove the Limited Land Division Overlay and possibly change the minimum site area TNV.
- Land within the Rural Zone could be rezoned to allow for township expansion. This land has the potential to yield approximately 51 allotments @ 900sqm.
- A rezoning could create an opportunity for developer funded infrastructure upgrades.

Constraints

- Unsealed roads, no water and onsite wastewater only limits development potential.
- There is currently no vacant land within the Rural Settlement Zone.
- While the Rural Living Zone has a minimum site area TNV of 1 hectare, this land cannot be subdivided due to the Limited Land Division Overlay. This land contains a large degree of native vegetation.
- Closest water main is just over 7km away. Augmentation to connect to the settlement would be significant.
- The Rural Settlement Zone presently accommodates and anticipates limited employment generating activities.
- There are currently no retail or food services in the settlement.
- Development within the town and replacement dwellings must consider flood hazard risks and ensure land and or building floor levels are appropriate elevated.
- A levee bank runs along the foreshore adjacent the town; however, its adequacy is undetermined.

Recommendations and Growth Options

- Investigate infrastructure provision, including sustainable technology, to encourage growth.
- Investigate potential for a caravan park to encourage tourism. This could be facilitated via a Code Amendment to add the Visitor Experience Subzone into the existing zoning.
- Potential for land within the Conservation Zone with limited conservation value to be rezoned for residential purposes. This land could yield approximately 26 allotments.
- Potential for land within the Rural Zone could be investigated for future rezoning. This land could yield approximately 51 allotments.
- Review and investigate Code Amendment for Rural Living Zone to facilitate land division.
- Recommend seeking developer contributions towards infrastructure upgrades for any future rezoning.



Zoning
Sheoak Flat

LEGEND

— Zone boundary

■ Potential Growth Area

● Potential Tourism Use





6.8 Sultana Point

Key Statistics

- 5 mins to Edithburgh / 17 mins to Yorketown and just under 3 hrs to Adelaide
- 6 houses sold and 3 land sales in last 12 months
- Median house price not available due to low house sales
- 1 property currently advertised for rent, 1 house for sale and 1 block of land for sale (realestate.com.au – March 2023)
- Generally allotments are 750-850sqm.

Key 2021 Census Statistics

- Population is 27 persons (23 in 2016)
- Median age is 58 (55 in 2016)
- Number of private dwellings 96 (89 in 2016)
- Average number of people per household – 1.4
- Median weekly household income \$687
- Median monthly mortgage repayments \$1475
- Median weekly rent \$230
- Census data is limited due to the small population

Technical and Numeric Variations

- Rural Settlement Zone - 450sqm min site area
- Minimum finished ground level is 2.9m AHD; Minimum finished floor level is 3.15m AHD

Infrastructure

Service	Social	Tourism
<ul style="list-style-type: none"> • Private water scheme (connection + 10,000L RWT) • Pressure STED (limited) • SAPN services the township • Sealed roadways and street stormwater infrastructure 	<ul style="list-style-type: none"> • Tidal creek (beach/Coastal area) • Cap Vendome Beach • Nearest schools are in Edithburgh (5mins) and Yorketown (17mins) 	<ul style="list-style-type: none"> • Edithburgh Mosaic Art Trail • 7 tourist accommodation listings on AirBNB/Stayz



Opportunities

- The proximity to Edithburgh and Yorketown is a desirable factor for this township.
- The township is serviced by water, wastewater and electricity infrastructure which is attractive for future development.
- There is a large greenfield area which is able to be subdivided and developed. The potential yield for this land is approximately 63 allotments @ 700sqm. A land division was previously approved but has not been deposited.
- Review capacity of existing infrastructure and determine if upgrades can be made to accommodate further development.
- Land within the underutilised Rural Zone could be rezoned to allow for township expansion. This land could potential yield approximately 29 allotments @ 900sqm.
- A rezoning could create an opportunity for developer funded infrastructure upgrades.
- Maintaining available land nearby, that is safe from coastal hazard risks, could assist with future retreat considerations.

Constraints

- Growth within the township is constrained by native vegetation and conservation land.
- Limited capacity within the STED system to accommodate growth. Will require upgrade to facilitate development.
- The Rural Settlement Zone presently accommodates and anticipates limited employment generating activities.
- Other infill development and replacement dwellings within the Rural Settlement Zone must consider flood hazard risks and ensure land and or building floor levels are appropriate elevated.
- Longer term coastal hazard risks to foreshore property at Sultana Point, exacerbated by sea level rise, might necessitate 'retreat' considerations in future.
- Currently, there is no coastal hazard adaption strategy in place to protect foreshore property at Sultana Point.

Recommendations and Growth Options

- Vacant land that is already appropriately zoned has a potential yield of up to 63 dwellings.
- Investigate capacity of existing water, wastewater and electricity infrastructure.
- Potential for land within the Rural Zone could be investigated for future rezoning. This land could potentially yield 29 allotments.
- Recommend seeking developer contributions towards infrastructure upgrades for any future rezoning.



Zoning
Sultana Point

LEGEND

— Zone boundary

Residential
broadhectare

Potential
Growth Area





6.9 Tiddy Widdy Beach

Key Statistics

- 5 mins to Ardrossan / 22 mins to Maitland and 1hr 45mins to Adelaide
- 21 houses sold and 2 land sales in last 12 months
- Median house price⁴ \$348,000 (Yorke Peninsula is \$328,500) this is +12.44% compared to +15.26% for Yorke Peninsula. This risen and fallen over the past 12 months
- 323 interested buyers in past month actively looking in Tiddy Widdy Beach (realestate.com.au – Dec 2022) which demonstrated strong demand in the area
- 0 properties currently advertised for rent, 2 houses for sale (realestate.com.au – March 2023)
- 91 are homes occupied (34.7%) and 171 are unoccupied (65.3%). It is likely that around 65% of the town is made up of holiday homes which are generally not rented out for tourism accommodation
- Generally allotments are 700-750sqm



Key 2021 Census Statistics

- Population is 195 persons (179 in 2016)
- Median age is 68 (66 in 2016)
- Number of private dwellings 271 (241 in 2016)
- Average number of people per household – 1.8
- Median weekly household income \$790
- Median monthly mortgage repayments \$1083
- Median weekly rent \$245
- Aboriginal and/or Torres Strait Islander 0%
- People 70+ - 41.6%
- People under 20 – 7.5%
- 0 attending Preschool, 4 attending Primary School, 3 attending Secondary School and 6 attending Tertiary/Further Education
- In the labour force 25.4%
- Unemployed – 0%
- Top 3 Occupations – Technicians and Trade Workers (26.1%), Managers (16.9%), Labourers (17.4%)
- Top industry of employment – Pubs, Taverns and Bars (10.9%) and Local Government Administration (10.9%)
- Worked from home – 17.4%
- Couple family with children – 12.1%

Technical and Numeric Variations

- Rural Settlement Zone - 450sqm min site area
- Minimum finished ground level is 3.55m AHD; Minimum finished floor level is 3.8m AHD

⁴ Corelogic – March 2023



Infrastructure

Service	Social	Tourism
<ul style="list-style-type: none"> SA Water services most of the township. SAPN services the township Wastewater is managed by Council's CWMS Most of the township is serviced by sealed roadways with integrated drainage systems 	<ul style="list-style-type: none"> CH Smith Trail Tiddy Widdy Beach Progress Association Tiddy Widdy Beach Reserve Nearest schools are in Ardrossan (5mins) and Maitland (22mins) 	<ul style="list-style-type: none"> Tiddy Widdy Beach Stobie Pole Art Trail 8 tourist accommodation listings on AirBNB/Stayz

Opportunities

- The proximity to Ardrossan and Adelaide is a desirable factor for this township.
- Tiddy Widdy Beach is a historic shack settlement which is in close proximity to Ardrossan and includes large areas of open space and conservation which are identified to be of high biodiversity value
- The township is serviced by water, electricity and CWMS which is attractive for future development.
- There is a large greenfield area which is able to be subdivided and developed. The potential yield for this land is approximately 91 allotments @ 600sqm or 78 allotments @ 700sqm.
- Vacant land in the Rural Settlement Zone contains no conservation value and is not subject to coastal hazard risks.
- Investigate rezoning of adjacent Rural Zone land to allow for township expansion. This land could potentially yield 69 lots @ 700sqm or 81 lots @ 600sqm.
- A rezoning could create an opportunity for developer funded infrastructure upgrades.

Constraints

- There are currently no retail or food services in the settlement, however, Ardrossan is only a short drive away.
- The Rural Settlement Zone presently accommodates and anticipates limited employment generating activities.
- Promoting growth here, might come at the expense of nearby Ardrossan where there is substantial vacant, appropriately zoned land closer to services etc.
- Growth should ensure an adequate separation between towns and not promote ribbon development.
- The CWMS is connected to Ardrossan which will need to have capacity increased before any significant developments occur.

Recommendations and Growth Options

- Vacant land that is already appropriately zoned has a potential yield of up to 91 dwellings.
- Investigate possible rezoning of rural land to the west of the township. This land could yield approximately 81 allotments.
- Recommend seeking developer contributions towards infrastructure upgrades for any future rezoning.



Zoning
Tiddy Widdy Beach

LEGEND

— Zone boundary

Pink square: Residential broadhectare

Blue square: Potential Growth Area





7. STAGE 2 RANKINGS

Based on the detailed analysis of each settlement, it is clear that some settlements have greater potential for short term, realised growth than others. The next step in the analysis is to determine if a settlement has a genuine potential for growth.

In order to determine development potential, a ranking system similar to the system used in Stage 1 was developed. The criteria for the ranking system has been developed to capture the Stage 1 results but also incorporate the analysis undertaken for Stage 2. The amount of development activity, sales activity, buyer demand, developer interest and yield analysis has been taken into account, as well as opportunities for townships to increase their desirability through the introduction of a tourism magnet such as a new caravan park.

Note: a desktop assessment has been made on a series of assumptions and detailed engineering is required to verify the viability of servicing land.

The following criteria has been used to score each settlement:

Available Land - Zoned*:

- Score of 3 - land available which is currently zoned for residential purposes has potential for greater than 50 allotments.
- Score of 2 - land available which is currently zoned for residential purposes has potential for less than 50 allotments.
- Score of 1 – land suitable for rezoning, with significant infrastructure constraints.

Available Land - Unzoned*:

- Score of 3 - land available which has potential to be zoned for residential purposes has potential for greater than 50 allotments.
- Score of 2 - land available which has potential to be zoned for residential purposes has potential for less than 50 allotments, or may have significant impediments such as productive rural land, community land, etc.
- Score of 1 – limited land suitable for rezoning, with significant infrastructure or other constraints.

*Note: Stage 1 scores were added to the matrix but the available land score from Stage 1 has been removed to avoid double counting. The available land score in Stage 2 is a more accurate score now that the land has been further analysed.

Established Population:

- Score of 3 – Settlements with greater than 200 residents.
- Score of 2 – Settlements with 100-200 residents.
- Score of 1 – Settlements with less than 100 residents.

House Prices:

- Score of 3 – House prices are increasing (>5% change).
- Score of 2 – House prices are steady (<5% change).
- Score of 1 – House prices are significantly decreasing or unknown.

Development Activity:

- Score of 3 – Recent development activity – proposals in last 2 years.
- Score of 2 – Proposals but over 2 years old or lapsed/refused.



- Score of 1 – No development activity.

Dwelling Sales/Demand:

- Score of 3 – Active housing market and strong demand.
- Score of 2 – Limited dwelling sales but strong buyer demand.
- Score of 1 – Limited dwelling sales and limited demand or unknown.

Tourism Opportunities:

- Score of 3 – Opportunity to introduce caravan park and/or accommodation.
- Score of 2 – A caravan park is less than 10 mins drive from settlement.
- Score of 1 – Existing caravan park or accommodation.

Development Desirability/Marketability:

- Score of 3 – Land identified for growth has water views, settlement has beach and an active tourism industry (i.e. many holiday homes) or strong developer interest.
- Score of 2 – Land identified for growth has some water views but not an active tourism industry, or has an active tourism industry but no opportunity for growth with water views.
- Score of 1 – No water views or tourism activity.

7.1 Results

The Stage 2 ranking scores are shown in Table 7.1 and Figure 7.1 below.

While some settlements may be well serviced or have land available, a major factor in this analysis has been the demand to undertake development and achieve the highest and best use for the land. Without a willing developer or demand, perceived potential may never be realised. There is also more likely to be demand for residential or tourism development if the land can take advantage of sea/water views.

Also factored in is the ability for tourism magnets to increase demand within a settlement. Many of the larger, more populated settlements have caravan parks/accommodation. This is a drawcard for a settlement and can lead to increased demand and provision of services, including retail.



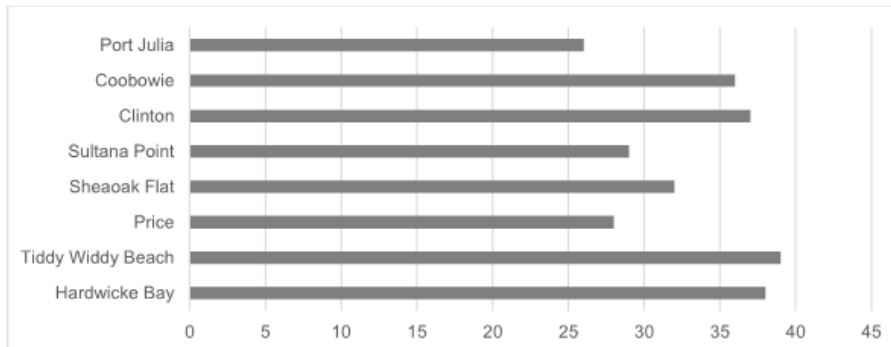


Table 7.1 Ranking of settlements

Settlement	Stage 1 Score (minus available land score)	Available Land - Zoned	Available Land - Unzoned	House prices	Development activity	Established Population	Demand	Tourism Opportunity	Development Desirability/ Marketability	Score
Hardwicke Bay	15	3	3	3	3	2	3	3	3	38
Tiddy Widdy Beach	19	3	3	3	1	2	3	2	3	39
Price	17	1	2	1	1	3	1	1	1	28
Sheaoak Flat	14	1	3	1	3	1	3	3	3	32
Sultana Point	14	3	2	1	3	1	1	2	2	29
Clinton	15	3	3	3	3	3	3	1	3	37
Coobowie	17	3	2	2	3	3	3	1	2	36
Port Julia	15	2	2	1	1	1	1	1	2	26



Figure 7.1 Stage 2 Ranking Results



7.2 Growth Potential

The results of the ranking system offer insight into the areas of highest potential and also where settlements may have limited potential. Settlements where growth can be easily accommodated, some without the need for rezonings and where developer and buyer interest is high offer the greatest potential. In some settlements the services are available and subject to a land division, land is 'development ready'. Other settlements demonstrate development potential within existing zoning or may require a code amendment to unlock potential. Services are either available or require upgrades but there has been development activity and/or developer interest recently, indicating there is a desire for investment in the settlement.

Case Study

Rex Minerals is moving ahead with project financing and operational readiness plans to begin construction on its Hillside Copper-Gold Project on the Yorke Peninsula.

The mine is expected to produce 42,000 tonnes of copper and 30,000 ounces of gold each year for the first 11 years of operations.

It will also create 500 jobs during construction and more than 400 jobs when it becomes operational, which is expected to be at the end of 2025.

The mine is located 12km south of Ardrossan and 3km north of Pine Point. The opening of the mine will predominantly advantage the following settlements in terms of location and distance: Port Julia, Sheoak Flat and Tiddy Widdy Beach.



Source: InDaily & Rex Minerals Ltd



7.3 Summary

A summary of each of the settlements is shown in Table 7.2. The table also identifies infrastructure and if there is any opportunity for new settlement development to obtain water views.

Table 7.2 Settlement Growth Analysis Summary

Settlement	Zoned Yield	Unzoned Yield	Total	Infrastructure	Water views
Clinton	169	343	512	SA Water, Sealed Roads, SAPN	Yes
Coobowie	101	27	128	SA Water, SAPN, Sealed Roads	Partial
Hardwicke Bay	53	74	127	Council Water, CWMS/STED, SAPN	Yes
Sheaoak Flat	0	77	77	SAPN	Yes
Sultana Point	63	29	92	Private water scheme, STED, SAPN, Sealed Roads	No
Tiddy Widdy Beach	91	81	172	SA Water, SAPN, Sealed Roads, CWMS	Yes
Price	0	50	50	SA Water, SAPN, Sealed Roads	No
Port Julia	59	150	209	SAPN	Yes
Total Settlement Yield	536	831	1367		

Case Study

Some settlements have limited infrastructure such as water, sewer or electricity. In cases where access to infrastructure may be limited, a sustainable community such as the one proposed at Port Victoria, may be an alternative option.

The Conservation Drive development are independently serviced, with off grid solar systems, rainwater tanks and waste systems.



Source: www.realestate.com.au

8. ENGAGEMENT

Stage 2 of the Township Strategy included engagement with the following entities:

- the Department for Trade and Investment (DTI);
- Department for Environment and Water (DEW);
- Regional Development Australia (RDA);
- SA Tourism Commission; and
- The Yorke Peninsula Council.

Initial feedback from DEW has already been incorporated into this report.

To guide and focus the discussions, the draft Stage 2 Report was sent to relevant agencies to seek feedback on the findings. Below is a summary of the engagement activities and feedback received.

8.1 Stage 2 Engagement Summary

8.1.1 SA Tourism Commission Feedback

The SATC is supportive of sustainable tourism development for the Coastal Settlement in the Yorke Peninsula and the optimisation of the tourism industry which is the second most job generating industry.



The housing development will improve the tourism facilities and accommodation, contributing to staff shortages and attracting more people to the region.

Tourism is vital for the Yorke Peninsula as it currently contributes \$280 million to the year-end December 2021 South Australian expenditure of \$6.2 billion. The Yorke Peninsula has achieved 97% of their 2025 target of \$289 million and 78% of their 2030 target of \$358 million. For the 12 months to September 2022, the Yorke Peninsula's comprehensive visitor statistics remains strong, with 237 million overnight visitors and 81-million-day visitors spending \$319 million. The Yorke Peninsula generates 1.900 direct jobs for the tourism industry and 700 indirect jobs.

The region offers potential for growth in tourism due to its natural and heritage assets, thus from a tourism positioning point of view the SATC is supportive of the opportunities the strategy represents regarding sustainable tourism.

8.1.2 Regional Development Australia Feedback

The RDA found the report interesting and useful. They are currently engaging with significant employers (such as REX Minerals) to assist with workforce planning and corresponding accommodation requirements. Feedback was provided throughout the report and suggestions made for additional information such as number of property listings for sale and rent.

9. RECOMMENDATIONS / IMPLEMENTATION

The following recommendations are made in relation to the Stage 2 findings.

9.1 Identification in Regional Plan

The six settlements that have been identified as having potential for growth should be identified in the Yorke Peninsula and Mid North Regional Plan (the Regional Plan). There may be scope to include the map for each settlement, with identification of future potential residential land for growth. It is unlikely that these will fit the criteria for a Section 75 complying change to the Planning and Design Code, however, identification of these sites will give support for further investigations and future Code Amendments. The Regional Plan will also have a period of public consultation, in which case the owners of the land highlighted may wish to express their support or otherwise for the proposal which could lead to potential adjustments.

There may be scope for one Section 75 amendment in Clinton. The alignment of zone boundaries to existing land uses would require no investigations and after a period of community engagement, there should be no impediments to making this change.

9.2 Code Amendments

As highlighted in the report, there is opportunity in each settlement to undertake a Code Amendment and rezone land to further development opportunities. Code Amendments may be initiated by a private land owner or developer who has a legal interest in the land. There is benefit in this approach for some of the settlements as it could lead to developer contributions towards infrastructure.

Alternatively, Council-led Code Amendments can be undertaken over various sites as the legal interest in the land does not need to be demonstrated. Council-led Code Amendment may involve funding from a third-party.

