

From: "Barry Craddock" <bcraddock@gassman.com.au>
Sent: 21/12/2018 15:31:05
To: "ALLSOP Thalia" <TALLSOP@goldcoast.qld.gov.au>; "City of Gold Coast mail" <mail@goldcoast.qld.gov.au>
Cc: "Brian Gassman" <brian@gassman.com.au>; "SHARPE Roger" <RSHARPE@goldcoast.qld.gov.au>
Subject: Suspend Applicants Appeal Period - Written representations - Development Permits Stage 1-M38 Industrial Estate at 31 Yellowwood Road, 60 Stapylton Jacobs Well Road & 82 Christensen Road, Stapylton (GDP Ref:5738)
Attachments: 20181221-5738-Written Representations Stage 1-Suspend Appeal Period.pdf

Hi Thalia,

Please find attached our written representations for the above Development Permits for Reconfiguring a Lot (2 Lots into 38 Industrial lots, Stormwater Detention Lot, New Road and a Balance Lot), and Operational Works for Change to Ground Level and Vegetation Clearing at 31 Yellowwood Road, 60 Stapylton Jacobs Well Road and 82 Christensen Road, Stapylton (Stage 1 – M38 Industrial Estate).

The Applicant also seeks a meeting with Council Officers to discuss the written representations in relation to the conditions referred to, and await a date and time at your convenience.

If you have any queries on the above, please do not hesitate to call.

Regards

Barry

g a s s m a n development perspectives



Barry Craddock

Senior Town Planner| BA APP SCI (Planning)
planning | environment | landscape | engineering | survey
T: 07 3807 3333 | M: 0434 071 999 | www.gassman.com.au
76 Business Street, Yatala QLD | PO Box 392, Beenleigh 4207
For email send and receipt conditions, please view our website or click [here](#).

We wish to advise that our offices will be closed from 5pm Friday 21st December 2018 until 8am Monday 7th January 2019. The team at Gassman Development Perspectives wish you a safe and merry Christmas, and look forward to working with you in the New Year.

This email originates from outside of the City of Gold Coast.

OUR REF: 5738:BC
COUNCIL REF: ROL201800079/OPW201800485/OPW201800486
PN163781/123/DA2

21 December 2018

Gold Coast City Council
PO Box 5042
GOLD COAST MC QLD 9729

via email: mail@goldcoast.qld.gov.au

Attention: Thalia Allsop

Dear Thalia,

RE: SUSPEND APPLICANTS APPEAL PERIOD (SECTION 75 PLANNING ACT 2016) – WRITTEN REPRESENTATIONS

DEVELOPMENT PERMIT FOR A OF USE FOR RECONFIGURING A LOT (2 LOTS INTO 38 INDUSTRIAL LOTS, STORMWATER DETENTION LOT, NEW ROAD AND A BALANCE LOT), OPERATIONAL WORKS FOR CHANGE TO GROUND LEVEL, AND OPERATIONAL WORKS FOR VEGETATION CLEARING AT 31 YELLOWWOOD ROAD, 60 STAPYLTON JACOBS WELL ROAD AND 82 CHRISTENSEN ROAD, STAPYLTON (LOT 4 ON RP6843, LOT 1 ON RP6882, LOT 240 ON W31320) - STAGE 1

I refer to our correspondence to suspend the appeal period for the above Development Permit for 31 Yellowwood Road, 60 Stapylton Jacobs Well Road and 82 Christensen Road, Stapylton, and seek a meeting on behalf of the Applicant to discuss the written representations in relation to the conditions referred to in the below Table (Council Ref: ROL201800079/OPW201800485/OPW201800486 - PN163781/123/DA2).

Table 1 – Summary of Requested Condition Changes

Condition No.	Condition Aspect	Requested Change	Justification
Part A – Reconfiguring a Lot			
3(a)	Amended plans	Amend Condition	The Site Based Stormwater Management Plan referred to has incorporated the required amendments in Revision 3, as required, therefore no need to submit again.
6	Flood Storage Area	Delete Condition	The flood storage Covenant and Survey Plan for Lot 4 on RP6843 (No.31 Yellowwood Road, Stapylton) has been executed by Council, and registered by the Department of Natural Resources, Mines and Energy, therefore, the condition is considered to be already acted upon and longer required.
7	Use of land for flood storage purposes	Delete Condition	The flood storage Covenant and Survey Plan for Lot 4 on RP6843 (No.31 Yellowwood Road, Stapylton) has been executed by Council, and registered by the

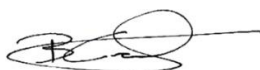
			Department of Natural Resources, Mines and Energy, therefore, the condition is considered to be already acted upon and longer required.										
12(a), (iv) & (v)C	Landscaping works on private land	Amend Conditions	Condition be amended to incorporate reference to the Concept Buffer Plan and Sections adjoining the western boundary in the Table to identify all landscape plans referred to for ease of reference. This plan has been provided in Attachment 2. <table><tr><th>Drawing Title</th><th>Author</th><th>Date</th><th>Drawing No.</th><th>Ver</th></tr><tr><td>Concept Buffer Plan</td><td>GDP</td><td>29.10.18</td><td>5738-01</td><td>A</td></tr></table> iv – Amend condition to not to apply to batters adjacent to Stapylton Jacobs Well Road due to geotechnical stability concerns, and should refer to 200mm top soil depth in this circumstance which would be acceptable. v C – Amend condition for batter requirement for Lot 241, that is within private land, to be at 1V:2H, that is consistent with Council's Land Development Guidelines, not 1V:3H.	Drawing Title	Author	Date	Drawing No.	Ver	Concept Buffer Plan	GDP	29.10.18	5738-01	A
Drawing Title	Author	Date	Drawing No.	Ver									
Concept Buffer Plan	GDP	29.10.18	5738-01	A									
14(c) & (d)	Public/private interface	Amend Condition c & Delete Condition d	c – Amend condition to incorporate correct policy reference '<i>Planning Scheme Policy 11 – Land Development Guidelines</i>'. d – Delete condition as the 1500mm serves no screening purpose in this instance. Attachment 3 indicates that from Stapylton Jacobs Well Road there is approximately 30 metres of landscaping works associated with the stormwater basin, a maintenance road then batter, A 1500mm landscaping strip between the road and batter will have no impact on the visual screening from Stapylton Jacobs Well Road.										
Part B – Operational Works Changes to Ground Level													
3(a), (b) & (c)	Amended drawings	Amend Conditions	a – Amend condition to provide for minor cut treatment to occur. This is to allow for the inclusion of top soil for landscaping purposes as required by Council, and to ensure that no nuisance flow is caused to the adjoining property. Request the condition be amended in part, as follows: - delete: <u>no, cut treatment;</u> and - insert: <i>minor cut treatment to allow for top soil for</i>										

			<i>landscaping purposes and reduce no nuisance flow to the adjoining property... within the first three metres..</i> Amend condition for batter requirement for Lot 241, that is within private land, to be at 1V:2H, that is consistent with Council's Land Development Guidelines, not 1V:3H. b – Amend condition for batter requirement for Lot 241, that is within private land, to be at 1V:2H, that is consistent with Council's Land Development Guidelines, not 1V:3H. c - Delete condition as the 1500mm serves no screening purpose in this instance. Attachment 3 – Landscape Intent Plans (page 6) indicates that from Stapylton Jacobs Well Road there is approximately 30 metres of landscaping works associated with the stormwater basin, a maintenance road then batter, A 1500mm landscaping strip between the road and batter will have no impact on the visual screening from Stapylton Jacobs Well Road.										
6	Amended plans	Amend and Delete Condition	Amend condition to incorporate correct policy reference '<i>Planning Scheme Policy 11 – Land Development Guidelines</i>' Amend Table to reference the Acid Sulfate Soils Report submitted with the Further Information Request as follows: <table border="1"><thead><tr><th>Plan Title</th><th>Author</th><th>Date</th><th>Plan Reference No.</th><th>Ver</th></tr></thead><tbody><tr><td>Acid Sulfate Soils Investigation</td><td>Douglas Partners</td><td>July 2018</td><td>Project 90520.00</td><td>-</td></tr></tbody></table> a – Delete condition accordingly as report already supplied.	Plan Title	Author	Date	Plan Reference No.	Ver	Acid Sulfate Soils Investigation	Douglas Partners	July 2018	Project 90520.00	-
Plan Title	Author	Date	Plan Reference No.	Ver									
Acid Sulfate Soils Investigation	Douglas Partners	July 2018	Project 90520.00	-									
12	Rectification of Council's Infrastructure	Amend Condition	Delete condition as Council cannot lawfully issue or require an Operational Works application or issue approval for rectification of works.										
24	Bond	Delete Condition	This current condition requires a bond of \$100,000 to be paid. The bond amount is considered reasonable providing that the wording below is accepted, that										

			will provide clarity for the reasoning and purpose of the performance bond for Operational Works pertaining to sediment and erosion control. Amend condition read as follows: 24 Performance bond <i>Provide security to Council in the form of an unconditional and irrevocable bank guarantee or cash in the amount of \$100,000.00 to secure the Performance Bond for sediment and erosion control purposes prior to the commencement of works.</i> <i>The Performance Bond will not be released until:</i> (i) <i>practical completion of the bulk earthworks associated with the development is achieved.</i>
Part C – Operational Works Vegetation Clearing			
6(ii), (iii) & (iv)	Fauna management	Delete conditions	Conditions (ii), (iii) and (iv) are considered irrelevant as the Wedge Tail eagle chicks have now fledged, and recommend that these conditions be deleted accordingly.
10	Pre-start inspection		The requirement to submit a pre-start meeting within 2 weeks prior is considered unreasonable and be amended in part, as follows: - delete: <u>A minimum of 2 weeks prior to the pre-start meeting</u>; and - insert: <i>Submit prior the booking of a pre-start meeting.</i>

If you have any questions or require any further information regarding this matter, please do not hesitate to contact the undersigned.

Yours faithfully,
GASSMAN DEVELOPMENT PERSPECTIVES PTY LTD



Barry Craddock
Senior Town Planner

Attachment 1 – Flood Storage Registered Covenant and Survey Plan
Attachment 2 – Concept batter Plan
Attachment 3 – Landscape Intent Plans

Attachment 1 – Flood Storage Registered Covenant & Survey Plan– Lot 4 on RP6843

QUEENSLAND TITLES REGISTRY
Land Title Act 1994 and Land Act 1994

COVENANT

FORM 31 Version 3
Page 1 of 6



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\$187.00

19/10/2018 15:39

BE 616

Lodger (Name, address, E-mail & phone number)

Barry Nilsson, Lawyers
Level 21, 215 Adelaide Street
GPO Box 1451, Brisbane Qld
Tel: (07) 3231 6300
Ref: FRS: 119421-56

Lodger Code

91A

1. Covenantor

WILLIAM ARTHUR HESTER

2. Description of Covenant / Lot on Plan

COVENANT A IN LOT 4 ON RP 6843 ON
SP 295993

Title Reference

13168037

3. Covenantee

COUNCIL OF THE CITY OF GOLD COAST

4. Description of Covenant (include reference to relevant section of legislation)

Pursuant to Section 97A(3)(a) of the Land Title Act 1994 and the terms of the attached Schedule.

5. Execution

The Covenantor being the registered owner of the lot described in item 2 covenants with the Covenantee in respect of the covenant described in item 4 and:- *the attached schedule; *~~the attached schedule and document no. _____~~; document no. _____.

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

William Arthur Hester

[Signature] signature

GARY PETER HOLINDALE full name

JP(QUAL) #99827 qualification

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

10/10/18
Execution Date

[Signature]
Covenantor's Signature

Council of the City of Gold Coast

[Signature] signature

Lauren Balfe full name

qualification

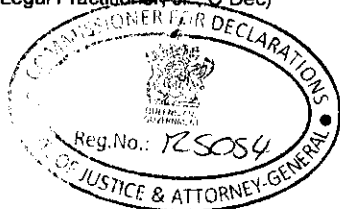
Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

16/10/18
Execution Date

[Signature]
Covenantee's Signature

Signed By *[Signature]*
Authorising Officer, on behalf of
The Council Of The City Of The Gold Coast
Pursuant To Delegation 1307 2154



Title Reference [13168037]

"SCHEDULE A"

Flood Storage Covenant "Schedule"

The Owner and the Covenantee agree that they enter into a Covenant over that part of the Land in Item 2 of the Form 31 identified as it relates to the use of the Land on the terms and conditions out below:

1. PURPOSE

1.1 The Owner acknowledges that:

- (a) the Covenant Area contributes to the existing flood storage capacity of the floodplain and watercourse system, as well as maintaining existing flood conveyance capacity of the watercourse system;
- (b) it is critical that activities within the Covenant Area are limited and managed to ensure:
 - (i) the flood storage/flood conveyance function of the Covenant Area is not adversely affected; and
 - (ii) the Covenant Area is not used for any purposes involving buildings, structures or earthworks that result in a net loss of flood plain storage or conveyance capacity (cross sectional area) of the watercourse.
- (c) this covenant is entered into between the Owner and Council pursuant to s97A(3)(a) of the *Land Title Act 1994* to ensure the flood storage/flood conveyance function of the Covenant Area is not adversely affected and, for that purpose, to set out the Owner's obligations as to the activities that are not allowed in the Covenant Area.

2. OWNER'S OBLIGATIONS

2.1 Within the Covenant Area, the Owner must ensure the following activities are not undertaken:

- (a) any purposes involving buildings, structures or earthworks that result in a net loss of flood plain storage or conveyance capacity (cross sectional area) of the watercourse.

2.2 The Owner must:

- (a) permit the Covenant Area to be used for the purpose of flood storage/conveyance; and
- (b) take all reasonable measures to ensure that any person occupying or undertaking any activities within the Covenant Area complies with this covenant.

3. INSPECTION AND MONITORING

3.1 The Owner shall permit, upon the giving of 3 business days notice, Council and Council's Agent's, to enter into and upon the Lot between the hours of 8.30am and 5.30pm (excluding public holidays) for the purposes of:

- (a) examining, inspecting, testing and monitoring any preparations for carrying out the Owner's Obligations; and
- (b) ascertaining whether the Owner's Obligations under this covenant have been duly performed and fulfilled.

3.2 The Council shall take all reasonable measures to avoid causing any damage to the Lot.

3.3 If the Council causes damage to the Lot when doing anything pursuant to clause 3.1, the Council shall be fully responsible for the cost of any damage caused by it.

Title Reference [13168037]

4. LIABILITIES OF PARTIES

4.1 Nothing in this covenant:

- (a) affects the liability of the Owner to pay rates, taxes, charges, and levies lawfully imposed in respect of the Lot; and
- (b) affects any obligation of the Owner to comply with all relevant laws and conditions of development approval applying to the Lot; or
- (c) imposes a liability on the Council to make a monetary payment to the Owner in the form of compensation or otherwise, unless subject to clause 3.3.

4.2 The rights given to the Council are permissive only and nothing in this document imposes any duty of any kind on the Council to anyone or obliges the Council to perform any act or to incur any expense for any of the purposes set out in this document.

5. DEFAULT BY OWNER

5.1 If the Owner fails to duly perform and fulfil the Owner's Obligations, the Council may issue a Notice to Remedy requiring the Owner to remedy the non-compliance within a specified reasonable time, which must not be less than 30 days. Without limiting the measures that may be required to remedy the non-compliance, the Notice to Remedy may require that the Owner carry out remedial work to remedy any adverse impacts caused by the non-compliance to a state as near as practicable to the state of the Lot prior to the damage or harm being caused.

5.2 If the Owner fails to comply with a Notice to Remedy issued by the Council under clause 5.1 within the reasonable time specified in that Notice, the Council or the Council's Agents duly authorised by the Chief Executive Officer may perform and fulfil the Owner's Obligations.

5.3 If the Council or the Council's Agents carry out any works in accordance with clause 5.2 the Council may recover the reasonable cost of such works from the Owner as a debt.

5.4 Nothing in this clause prevents the Council from exercising its enforcement powers under the *Planning Act 2016* in respect of a failure to comply with conditions of development approval.

6. FORCE MAJEURE

6.1 If a party is unable by reason of an event of Force Majeure to carry out its obligations under this covenant, that party must give a Notice to the other party advising of the event of the Force Majeure as soon as it is reasonably practicable after the event of a Force Majeure.

6.2 If a party gives a Notice advising of an event of Force Majeure, that party's obligations will be suspended during the period for which the event of a Force Majeure.

6.3 Where the obligations of the Council are dependent upon the occurrence of specific circumstances, then the Council will be relieved of its obligations for so long as there is a change or deviation or non-occurrence of those circumstances arising from a matter beyond the Council's control.

7. SERVICE OF NOTICES

7.1 A Notice is sufficiently made, given or served by a party if left at or forwarded by prepaid post in an envelope addressed to the another party or any of them (where there are more persons than one person comprising the other party) at the address of that party.

7.2 A Notice if sent by prepaid post is deemed to have been made, given or served at the time when in the due course of the post it would be delivered at the address to which it is directed whether or not it is actually received.

7.3 In proving service of a Notice made, given or served by the Council it is only necessary for the Council to certify to that effect under the hand of the Chief Executive Officer.

Title Reference [13168037]

- 7.4 Notice given by a party must be in writing and signed by the party.
- 7.5 A Notice given by a party may be signed by an officer of the party or the solicitor for that party.
- 7.6 A party receiving a Notice is not obliged to enquire as to the authority of the person signing the Notice.

8. REGISTRATION

- 8.1 The Owner must do everything necessary, at the Owner's own cost, to ensure that this covenant is registered against the title to the Lot as soon as practicable after the execution of this covenant.
- 8.2 The Council shall do everything necessary (including executing this covenant) to give effect to this covenant or any agreement evidenced or affected by it.

9. PAYMENT OF DUTY

- 9.1 The Owner is liable for and must pay all duty (including any fine or penalty, except where it arises from the default of the Council) on or relating to this covenant or any dutiable transaction evidenced or effected by it.

10. TIME

- 10.1 Time is, in all cases, of the essence.

11. PLACE FOR PAYMENT OF MONIES

- 11.1 All monies payable to a party under this covenant are payable at the address of that party.

12. WAIVER

- 12.1 No waiver by the Council of any breach by the Owner of any of the provisions of this covenant shall be implied against the Council or be otherwise effective unless it is in writing under the hand of the Chief Executive Officer.

13. DELAY

- 13.1 No delay by the Council at any time or times in enforcing any of its rights, powers and the like under the covenant prejudice or affect those rights or powers.

14. SEVERANCE

- 14.1 If any provision of this covenant cannot be given effect or full force and effect by reason of statutory invalidity, that provision shall be severed or read down but so as to maintain and uphold so far as possible the remaining provisions of this covenant.

15. WARRANT OF AUTHORITY

- 15.1 Any person signing this covenant:
- (a) as attorney of any party warrants to the other party that at the date of execution that person has not received any notice or information of the revocation of the power of attorney appointing that person; and
 - (b) as an authorised officer, agent or trustee of any party warrants to the other party that at that date of execution that person has full authority to execute this covenant in that capacity.

16. FURTHER ASSURANCES

- 16.1 Each party agrees (at their cost) to do everything reasonably necessary to give effect to this covenant.

17. INTERPRETATION AND DEFINITIONS

- 17.1 In this document, unless a contrary intention appears, reference to:

Title Reference [13168037]

- (a) a clause is to a clause in this document; and
- (b) the singular includes the plural and vice versa; and
- (c) any gender includes all other genders; and
- (d) a person includes a firm, a corporation, an association and/or a body whether incorporated or not, and a government or statutory body or authority; and
- (e) legislation (including subordinate legislation) includes:
 - (i) statutory instruments made under the legislation; and
 - (ii) consolidations, amendments, re-enactments, or replacements of the legislation; and
- (f) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes a facsimile transmission; and
- (g) this or any other document includes the documents as varied or replaced and is not affected by any change in the identity of the parties.

17.2 An inclusive definition, or an example or particularisation of a provision, does not limit but may extend that definition or provision.

17.3 Whenever more persons than one constitute a party all the covenants, agreements, conditions, restrictions and provisions on the part of that party contained or implied in this document bind those persons jointly and each of them severally.

17.4 This document is in all respects to be interpreted in accordance with the laws of the State of Queensland, and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that state and any courts which have jurisdiction to hear appeals from them, and waive any rights to object to proceedings being brought in those courts.

17.5 Nothing contained in this document affects, prejudices or derogates from the requirements of any statute or from the rights, powers and authorities of the Council under the provisions of any statute or under any declared policy of the Council.

17.6 All annexures to this document form part of this documents, and a reference to an item is a reference to an item in an annexure.

17.7 In this document, the following definitions apply:

"Act" means the Land Title Act 1994

"Chief Executive Officer" means the Chief Executive Officer of the Council or the Chief Executive Officer's delegate.

"Council" means the Council of the City of the Gold Coast, its predecessors, successors, transferees and assignees.

"Council's Agent's" includes the Council's elected members, officers, agents, servants, employees, contractors and subcontractors, and agents and servants of the Council's contractors and subcontractors.

"Covenant Area" means that part of the Lot described in Item 2 of the Form 31 and accompanying Schedule A attached to this document.

"Force Majeure" means an event:

- (a) being a decree of the Commonwealth Government or the State Government, an act of God, industrial

Title Reference [13168037]

disturbance, act of public enemy, war, international blockade, public riot, lighting, flood, earthquake, fire, storm or other event whether of a kind herein specified or otherwise; and

- (b) which is not within control of the party claiming for Force Majeure; and
- (c) which could not have been prevented by the exercise by that person of a standard of foresight, care and diligence consistent with that of a prudent and competent person under the circumstances.

"Lot" means the lot specified in Item 2 of the Form 31 Covenant and includes:

- (a) the Covenant area; and
- (b) any estate or interest in, on, over or under the land; and
- (c) the airspace above the surface of the land any estate or interest in the land; and
- (d) subsoil of the land and any estate or interest in the subsoil; and
- (e) any part or parts of the land; and
- (f) any estate or interest created in respect of any of the above matters.

"Notice" means any certificate, demand or notice to be made, given or served by a party under this covenant.

"Notice to Remedy" means a Notice issued by the Council to the Owner under clause 5.1.

"Occupier" means a tenant or licensee of the Owner for either the Lot or any part of the Lot.

"Owner" means registered owner of the Lot, or any part of the Lot, its predecessors, successors, transferees and assignees.

"Owners Obligations" means the obligations of the Owner contained in clause 2.

17.8 If a term is not defined in this document it shall, unless the context otherwise requires, have the meaning given to it by (in descending order of preference):

- (a) the Act;
- (b) the *Planning Act 2016*;
- (c) the planning scheme for the area;
- (d) the Macquarie Dictionary.

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WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.

Sheet
2 of
6

5. Lodged by

Barry Nissson Lawyers
AID

(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

1/We WILLIAM ARTHUR HESTER

(Names in full)

* as Registered Owners of this land agree to this plan and dedicate the Public Use
Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.~~* as Lessees of this land agree to this plan.~~Signature of *WA Hester* *Registered Owners ~~*Lessees~~

* Rule out whichever is inapplicable

2. Planning Body Approval.

Council of the City of Gold Coast

*

hereby approves this plan in accordance with the :

%

PLANNING ACT 2016

Dated this *16th* day of *October 2018**Grant McDonough* **Authorising Officer**

* Insert the name of the Planning Body.

Insert designation of signatory or delegation

% Insert applicable approving legislation.

3. Plans with Community Management Statement :

CMS Number :

Name :

4. References :

Dept File : *SUR/2018/497*

Local Govt :

Surveyor : *5738*

6. Existing

Created

Title Reference	Description	New Lots	Road	Secondary Interests
13168037	Lot 4 on RP6843	—	—	Covenant A

Reinstatement Report

- Plans Searched – SP204754, SPI39664, RP865174, RP811885, RP202508, RP149715, RP115590, RP107422, RP94404, RP92962, RP6847, RP6843, RP6842, RP6820, IS203761, WD3153, IS116302
- Datum: Station 3 (OIP) to Station 9 (OIP).
- Original marks at stations 3, 7, 8 and 9 fixing eastern eastside of Yellowwood Road, deed road width of 20.117m maintained to fix west side of Yellowwood Road.
- Northern Side of Quinns Hill Road West fixed by OIPs at stations 1a and 2. Deed road width of 20.117m maintained to fix southern side of road. North and South boundaries of Lot 4 on RP6843 made parallel with Quinns Hill Road West as per original intention. Deed distance stations 4 – 6.
- Original marks at stations 12, 13, 15 and 16 deed angle (SPI39664) maintained at station 14. Station 10 fixed by intersection of Yellowwood and Stapylton Jacobs Well Road alignments.
- Deed distance from stations 11–14 and 19mm excess from 11 – 10.
- Deed distance from stations 16 – 17a. +0.99m on deed from stations 17 – 17a. The very old RFP close to corner at station 17 and the very old fence found on southern boundary of Lot 4 on RP6843 add weight to location of the boundary.
- Excess of 1.422m from stations 4 – 10. Adopting deed distance between stations 10 and 18 this gives good agreement with the old fence line running along the boundary (Line 18 – 17). It also limits the large excess between 17 and 17a. Excess proportioned between stations 4 – 18.

9. Building Format Plans only.

I certify that :

- * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;
- * Part of the building shown on this plan encroaches onto adjoining * lots and road

Cadastral Surveyor/Director * Date

* delete words not required

10. Lodgement Fees :

Survey Deposit	\$
Lodgement	\$
.....New Titles	\$
Photocopy	\$
Postage	\$
TOTAL	\$

11. Insert
Plan
Number

SP295993

7. Orig Grant Allocation :

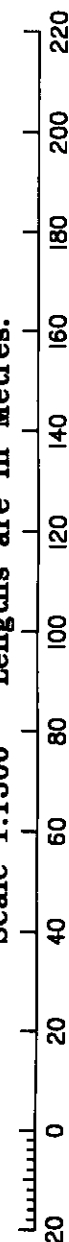
8. Passed & Endorsed :

By: *Gassman Development Perspectives Pty Ltd*
Date: *20/09/2018*
Signed: *[Signature]*
Designation: *Liaison Officer*

5738

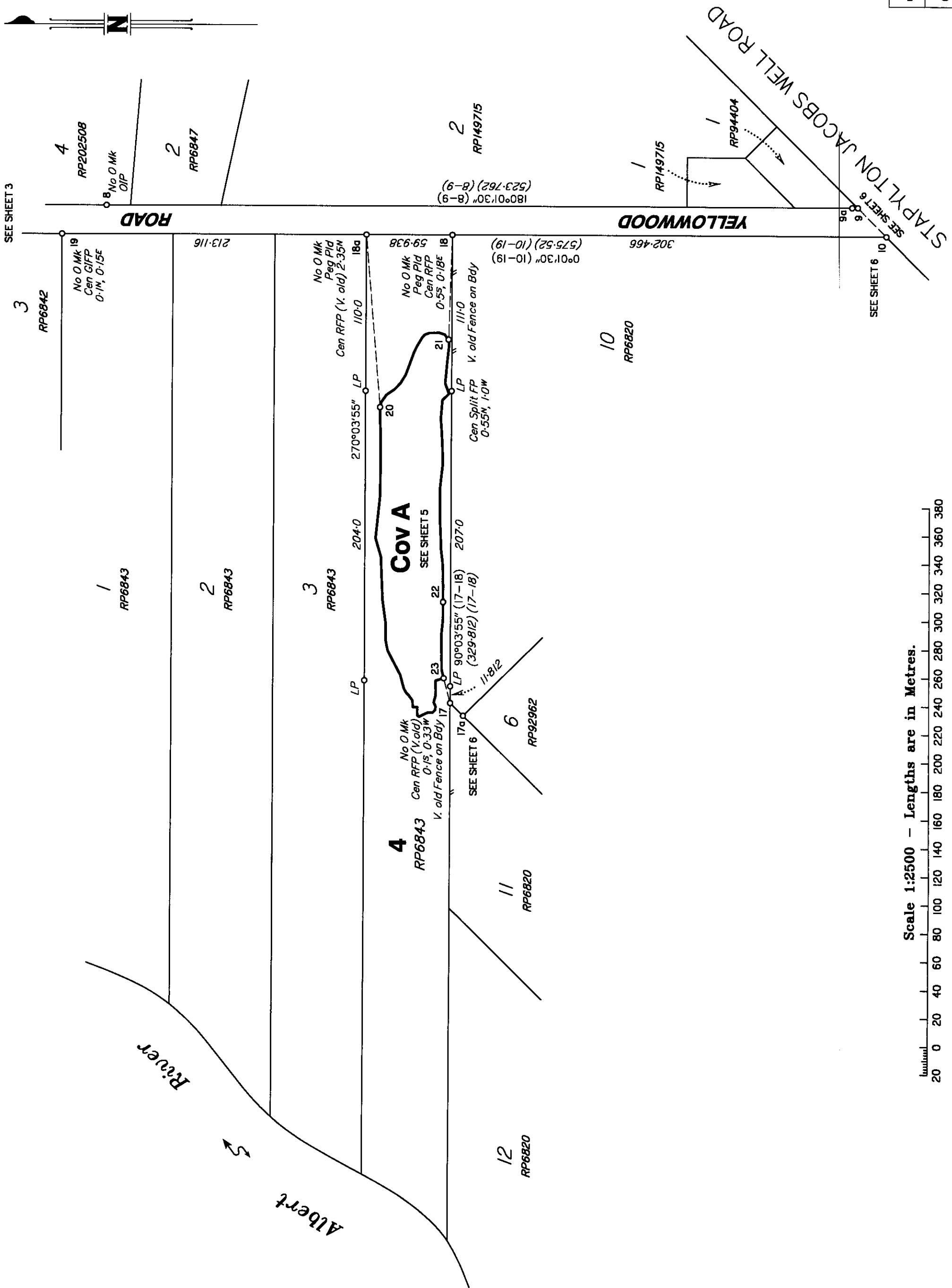


Scale 1:1500 – Lengths are in Metres.



SP295993

5738



Scale 1:2500 - Lengths are in Metres.



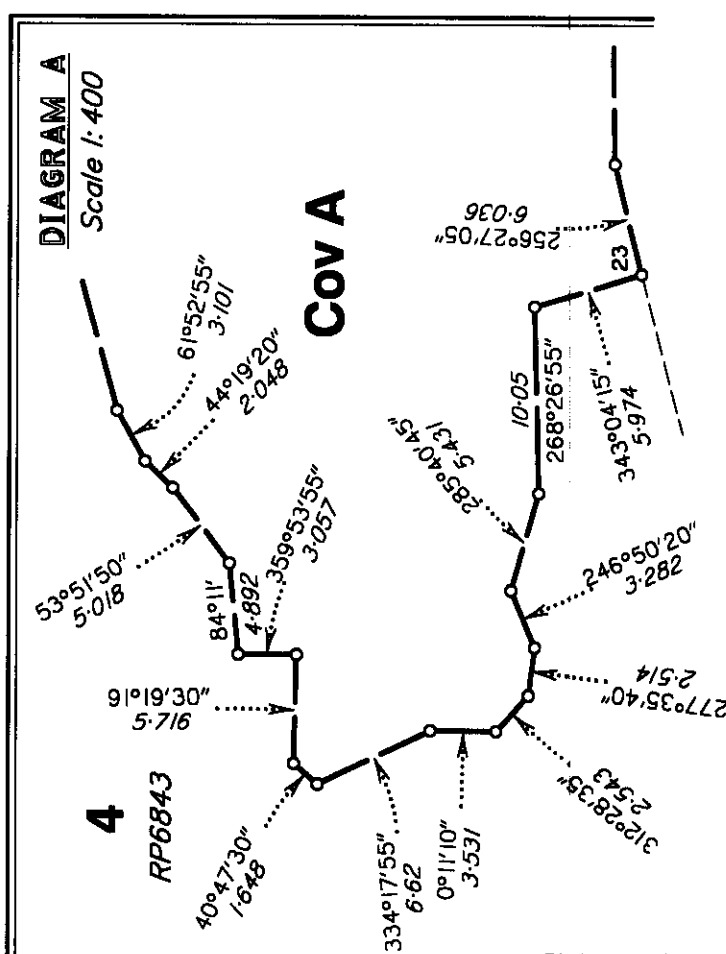
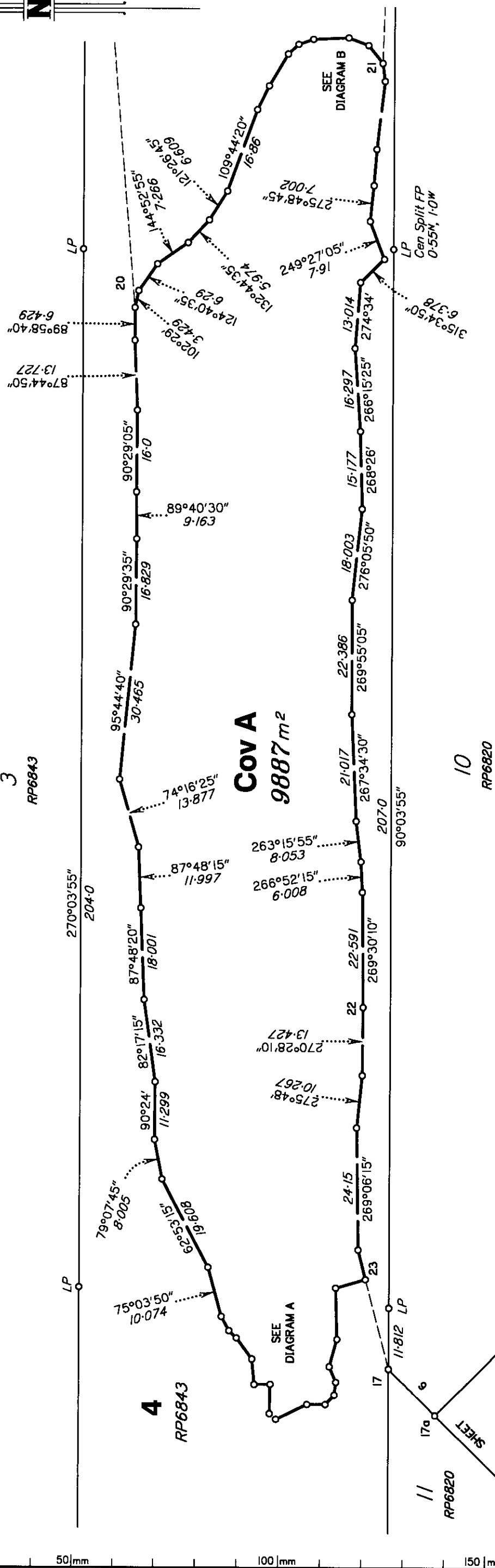
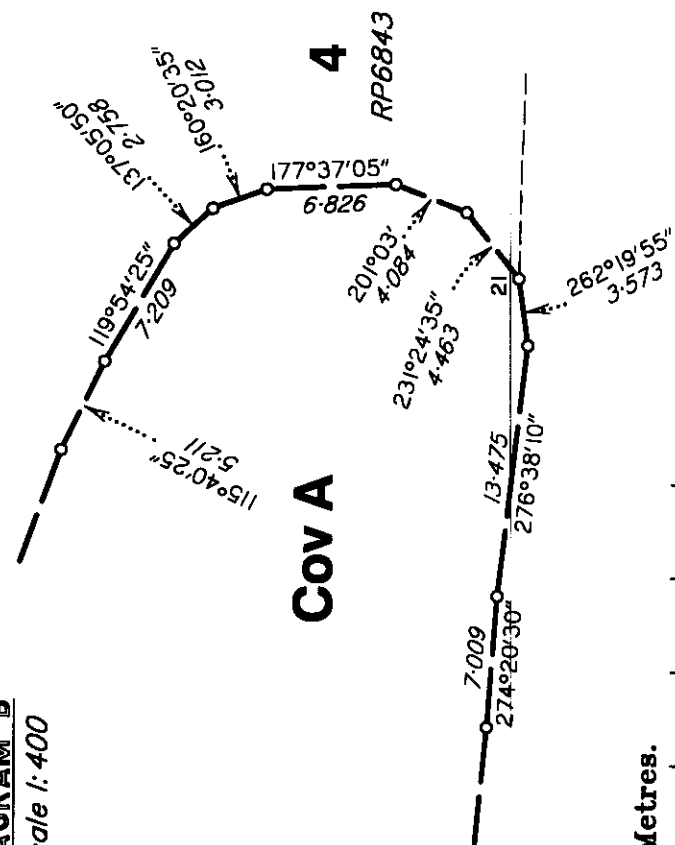
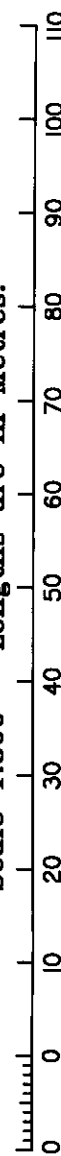


DIAGRAM B
Scale 1:400



Scale 1:800 - Lengths are in Metres.



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Insert
Plan
Number

SP295993

5738



SEE SHEET 4

YELLOWWOOD ROAD

2
RP149715

1
RP149715

1
RP94404

No O Mk
Cen RFP
0.08N, 0.08E

No O Mk
OIP
0.08N, 0.08E

STAPLTON JACOBS WELL ROAD

No O Mk
Cen RFP
0.45N, 0.05W
OIP (Not Searched)

No O Mk
Cen RFP
0.45N, 0.13E

No O Mk
Cen RFP
0.45N, 0.13E

No O Mk
Cen RFP
0.45N, 0.13E

No O Mk
Cen RFP
0.45N, 0.13E

No O Mk
Cen RFP
0.45N, 0.13E

No O Mk
Cen RFP
0.45N, 0.13E

No O Mk
Cen RFP
0.45N, 0.13E

No O Mk
Cen RFP
0.45N, 0.13E

No O Mk
Cen RFP
0.45N, 0.13E

No O Mk
Cen RFP
0.45N, 0.13E

No O Mk
Cen RFP
0.45N, 0.13E

No O Mk
Cen RFP
0.45N, 0.13E

No O Mk
Cen RFP
0.45N, 0.13E

No O Mk
Cen RFP
0.45N, 0.13E

No O Mk
Cen RFP
0.45N, 0.13E

No O Mk
Cen RFP
0.45N, 0.13E

No O Mk
Cen RFP
0.45N, 0.13E

No O Mk
Cen RFP
0.45N, 0.13E

No O Mk
Cen RFP
0.45N, 0.13E

10
RP6820

3
RP92962

2
RP811885

22
RP811885

1
RP92962

5
RP92962

19.333
No O Mk
Cen RFP
0.06NE, 0.22SE
OIP

19.333
No O Mk
Cen RFP
0.06NE, 0.22SE
OIP

19.333
No O Mk
Cen RFP
0.06NE, 0.22SE
OIP

19.333
No O Mk
Cen RFP
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Cen RFP
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Cen RFP
0.06NE, 0.22SE
OIP

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No O Mk
Cen RFP
0.06NE, 0.22SE
OIP

19.333
No O Mk
Cen RFP
0.06NE, 0.22SE
OIP

19.333
No O Mk
Cen RFP
0.06NE, 0.22SE
OIP

19.333
No O Mk
Cen RFP
0.06NE, 0.22SE
OIP

19.333
No O Mk
Cen RFP
0.06NE, 0.22SE
OIP

19.333
No O Mk
Cen RFP
0.06NE, 0.22SE
OIP

HILLSIDE DRIVE

44
RP865174

427.77
314°57'30" (14-16)

8
SP139664

6
RP92962

4
SEE SHEET 4
RP6843

12.738
17a
No O Mk
Cen RFP (V. old)
0.15, 0.33W

12.738
17a
No O Mk
Cen RFP
0.56SE, 0.15SW

12.738
17a
No O Mk
Cen RFP
0.56SE, 0.15SW

12.738
17a
No O Mk
Cen RFP
0.56SE, 0.15SW

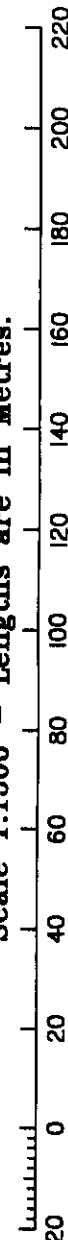
12.738
17a
No O Mk
Cen RFP
0.56SE, 0.15SW

12.738
17a
No O Mk
Cen RFP
0.56SE, 0.15SW

12.738
17a
No O Mk
Cen RFP
0.56SE, 0.15SW

12.738
17a
No O Mk
Cen RFP
0.56SE, 0.15SW

Scale 1:1500 - Lengths are in Metres.



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SP295993

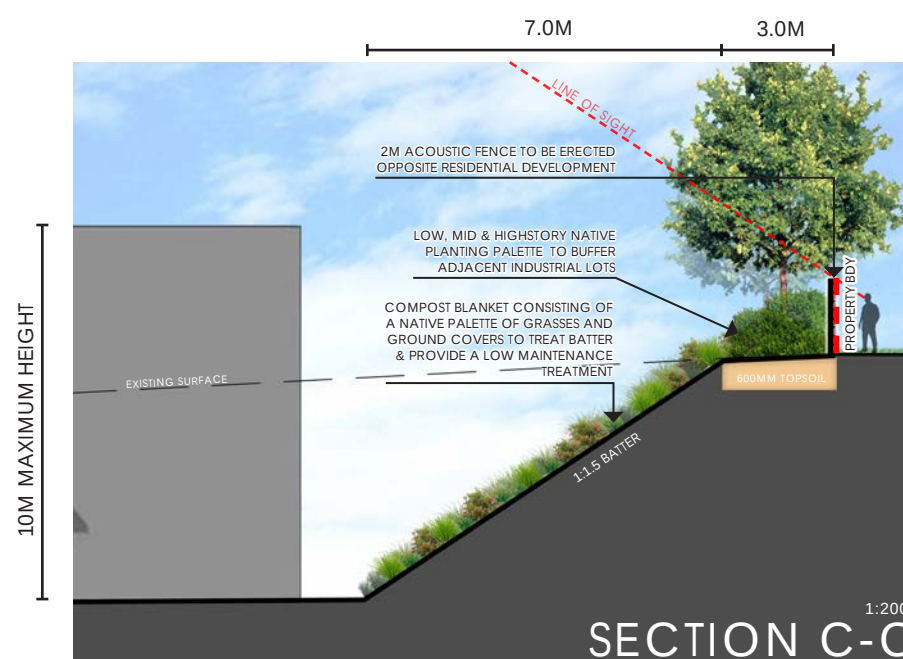
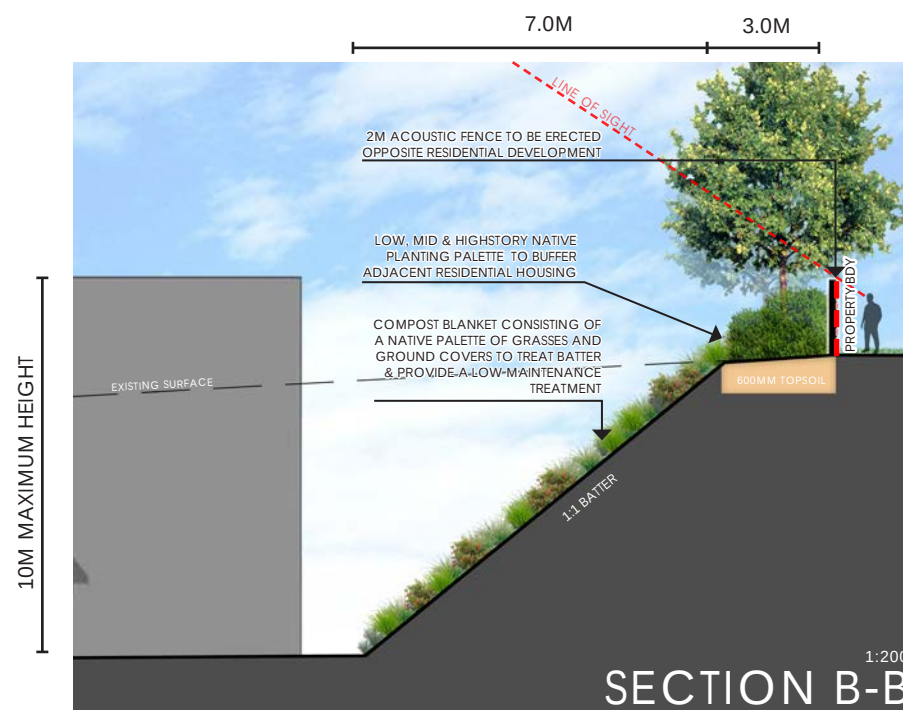
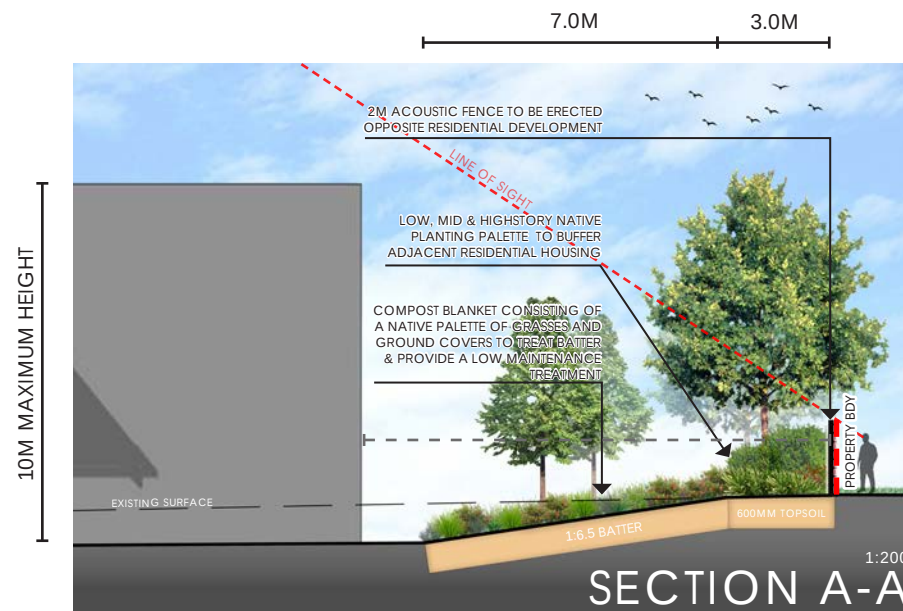
Attachment 2 – Concept Batter Plan

M38 INDUSTRIAL PARK

KS8 Pty Ltd CONCEPT BUFFER PLAN



KEY PLAN: NTS



Attachment 3 – Landscape Intent Plans

M38 INDUSTRIAL PARK

Landscape Intent plan

KS8 Pty Ltd

Lot 1 on RP6882 and
Lot 240 on W31320

Stapylton-Jacobs Well Road,
Stapylton

December 2018
Revision - F

Prepared By -
Gassman Development Perspectives





Landscape master plan

CONTENT

M38 INDUSTRIAL PARK

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02	LANDSCAPE PLANS.....04-05
03	TYPICAL SECTIONS.....06-07
04	DESIGN PALETTE.....08
05	PLANTING PALETTE.....09-11



01 SITE LOCALITY PLAN



Yatala BP



Stapyton Landfill Facility



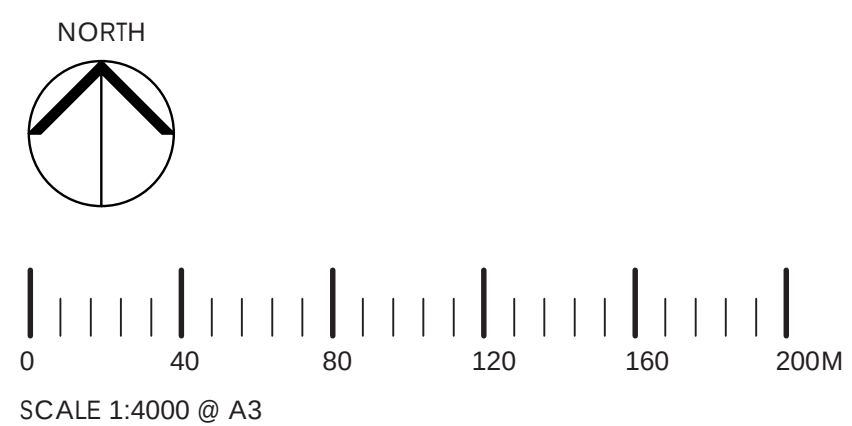
Eastern Service Road Industries



Yatala Drive-In



02 LANDSCAPE PLANS



LANDSCAPE DETAIL PLAN

LEGEND

THE PROPOSED 6000MM LANDSCAPE BUFFER WILL PROVIDE AMENITY TO THE STAPYLTON-JACOBS WELL ROAD WIDENING

PROPOSED ENTRY STATEMENT PLACED AT DEVELOPMENT ENTRY TO IDENTIFY THE CHARACTER OF THE INDUSTRIAL ESTATE

6000MM BATTER AT 1:2 TO THE SITE FRONTAGE IS UTILISED TO REDUCE THE VISUAL IMPACT OF THE ESTATE WITH A COMPOST BLANKET TREATMENT WITH EXCAVATED TREE HOLES TO INCORPORATE MATURE SPECIES

VEGETATE THE BIO-RETENTION BASIN WITH NATIVE SPECIES TO SUPPORT LOCAL FAUNA

STREETSCAPE DESIGNED TO ENSURE A HIGH QUALITY LANDSCAPE THAT IMPROVES THE VISUAL AND LANDSCAPE AMENITY OF THE DEVELOPMENT

PEDESTRIAN FOOTPATH TO ONE SIDE OF THE ROAD THROUGHOUT THE DEVELOPMENT



01 DENSE AND AESTHETICALLY PLEASING 6000MM BUFFER PLANTING PALETTE TO DEVELOPMENT FRONTAGE



02 ACOUSTIC FENCE AND RICH 3000MM PLANTED BUFFER BETWEEN THE DEVELOPMENT AND ADJACENT PROPERTIES

03 COMPOST BLANKET CONTAINING SOIL AMELIORATION ADDITIVES AND A NATIVE GROUND COVER AND GRASS SEED MIX TO TREAT BATTERS WITH EXCAVATED TREE HOLES TO INCORPORATE MATURE SPECIES

04 COMPOST BLANKET CONTAINING SOIL AMELIORATION ADDITIVES AND A NATIVE GROUND COVER AND GRASS SEED MIX TO TREAT BATTERS WITH A DIVERSE MIX OF LOW MAINTENANCE AESTHETIC PLANTING

05 CLUSTERS OF BRACHYCHITON ACERIFOLIUS TO ESTATE ENTRANCE TO FRAME THE DEVELOPMENT

06 BUCKINGHAMIA CELSISSIMA STREET TREE

07 XANTHOSTEMON CHRYSANTHUS STREET TREE

08 ELAEOCARPUS EUMUNDII STREET TREE

09 BIO-RETENTION BASIN PLANTED WITH WATER SENSITIVE SPECIES TO SUPPORT LOCAL WILDLIFE

10 INDICATIVE DRIVEWAY LOCATIONS

11 TEMPORARY TURNAROUND

PROPOSED INDUSTRIAL ALLOTMENTS

ENTRY STATEMENT FOR INDUSTRIAL DEVELOPMENT

ACOUSTIC FENCE (300M IN LENGTH)

FUTURE STAGE OF THE M38 INDUSTRIAL PARK DEVELOPMENT SUBJECT TO FUTURE DESIGN

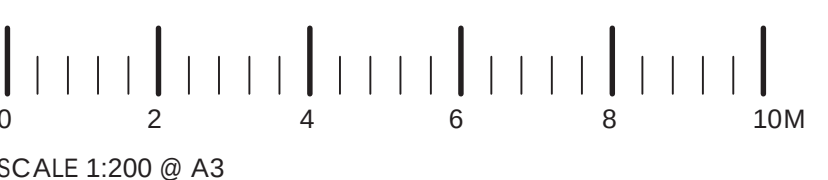
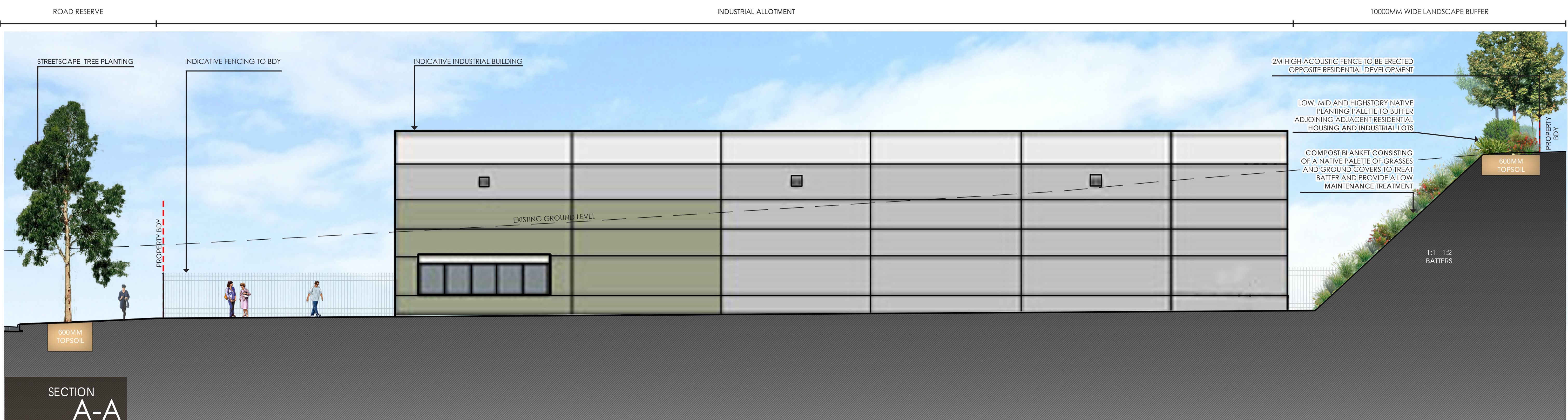
FULL EXTENT OF THE EARTHWORKS ASSOCIATED WITH STAGE ONE OF THE DEVELOPMENT ARE TO BE STABILISED TO MINIMISE EROSION AND PRESERVE FUTURE STAGES OF THE DEVELOPMENT IN ACCORDANCE WITH CIVIL SPECIFICATIONS



SCALE 1:2000 @ A3

03

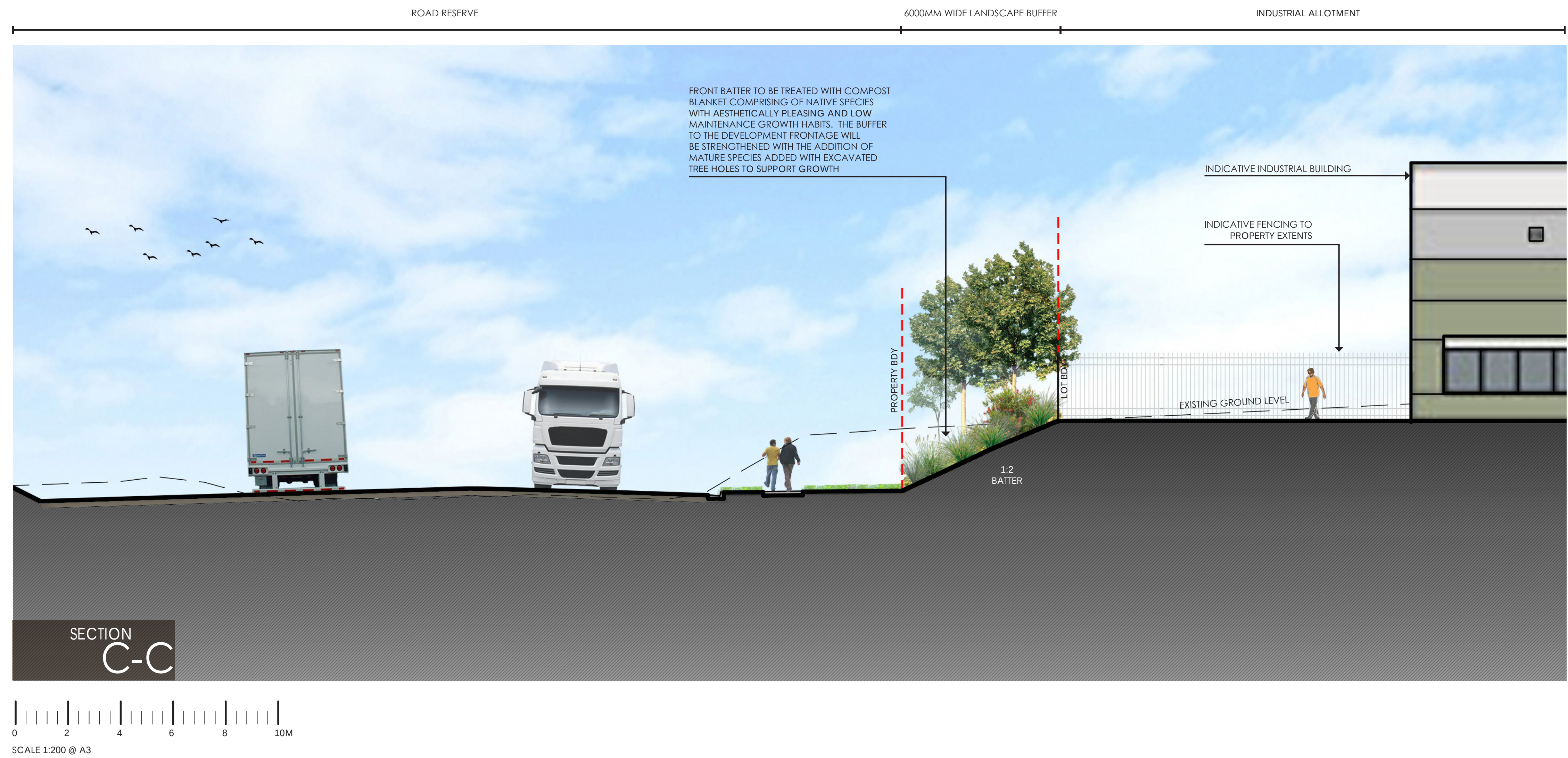
TYPICAL SECTIONS



SCALE 1:200 @ A3

03

TYPICAL
SECTIONS



M38 INDUSTRIAL PARK DESIGN PALETTE

04

The landscape design intent for the industrial estate is underpinned by a number of overriding design Principles that will promote legibility, create site scale and setting and respond to the environmental values of the site.

Design details, finishes and materials will be complimentary to provide visual consistency throughout the estate. The softscape palette has been selected in response to the location of the site. Accompanied by an appropriate species list, the result will be a variety of landscape forms that meet both the needs of the estate and the local fauna.

The planting hierarchy throughout the development will reflect Crime Prevention through Environmental Design principles. By utilising plants with low heights and trees with thin trunks, this will allow for passive surveillance as well as recognition of traffic and pedestrian movements. By increasing the planting areas and providing a shared network, the overall aesthetics of the estate will be greatly enhanced. Water Sensitive Urban Design principles will be applied to the industrial estate where space allows. The principles will be incorporated into open space areas, allowing for water filtering and harvesting and other landscape purposes.

The scale and nature of the landscaping materials shall be appropriate to the size of the structures and the available space. Planting has been selected for ease of maintenance as well as the suitability and tolerance to the varying conditions of the site.

The planting scheme used is predominately native which softens the built form, improves natural ecosystems and minimised water usage. The design will respect the environmental aspects of responsible design, planning, and construction, which will respond to issues of bio diversity, natural processes and impacts on local waterways.



COHESIVE STREETSCAPE DESIGN
AND PLANT PALETTE



DISTINCTIVE ENTRY STATEMENT TO
DEVELOPMENT ENTRANCE



DENSE PLANTING BUFFERS TO
ESTATE FRONTAGE



2M HIGH ACOUSTIC FENCING TO REAR OF
INDUSTRIAL LOTS TO PROVIDE PRIVACY TO
ADJACENT RESIDENTIAL HOUSING



AUSTRALIAN NATIVE PLANTING
PALETTE



WATER SENSITIVE URBAN DESIGN
PLANTING PALETTE TO
BIO-RETENTION BASIN



GRASS SEED COMPOST BLANKET TO PRIVATE
BATTERS FOR LOW MAINTENANCE AND
DROUGHT TOLERANCE



TIMBER PRIVACY FENCING TO REAR OF
INDUSTRIAL LOTS TO PROVIDE
PRIVACY TO ADJACENT INDUSTRY

M38 INDUSTRIAL PARK

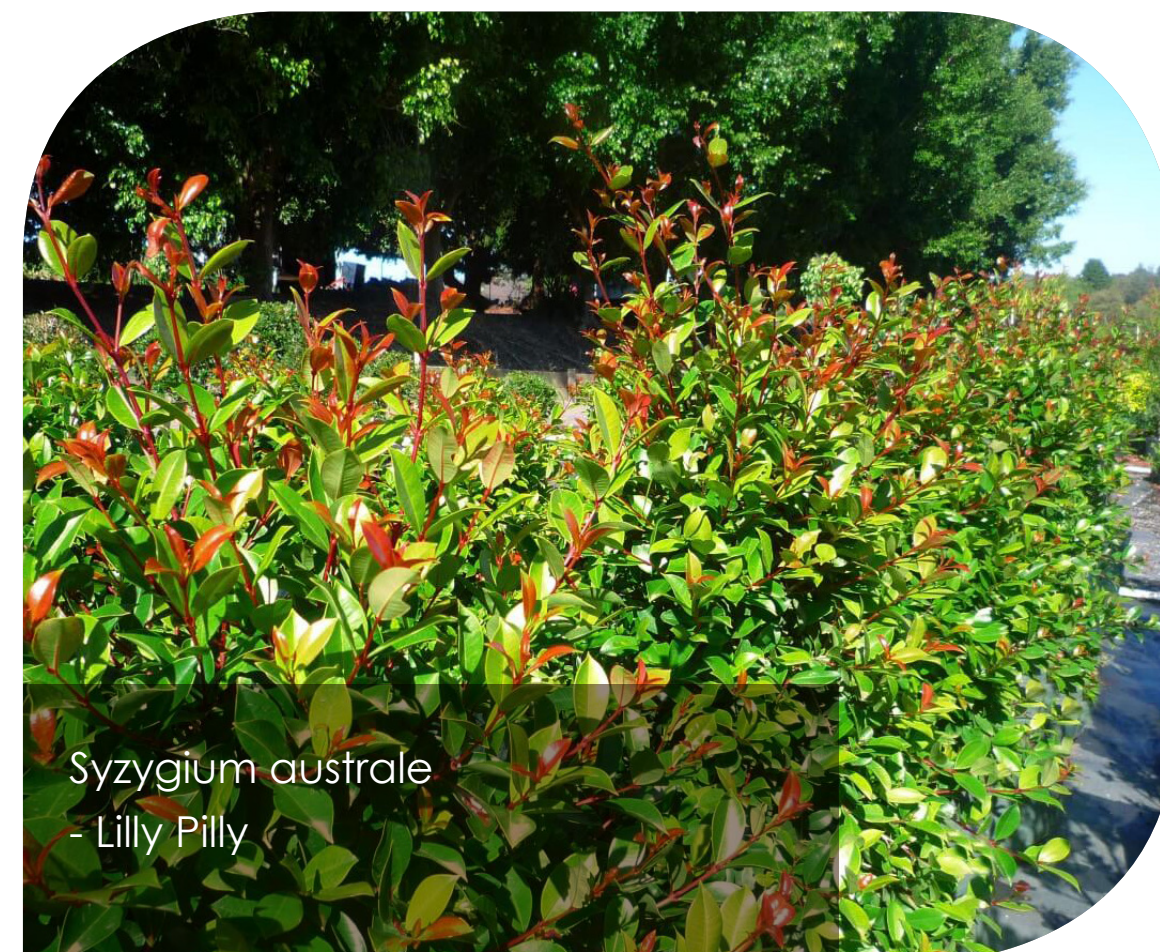
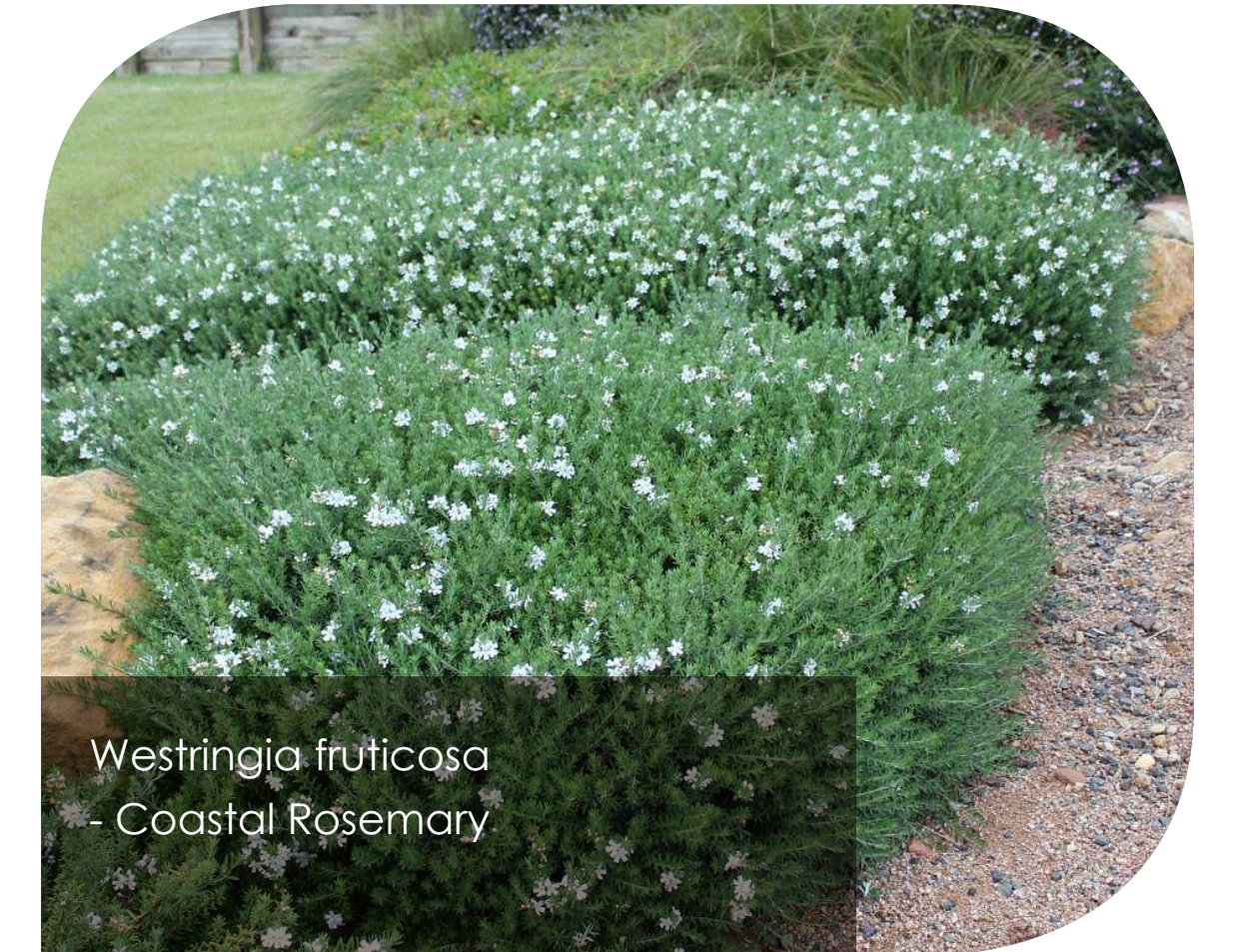
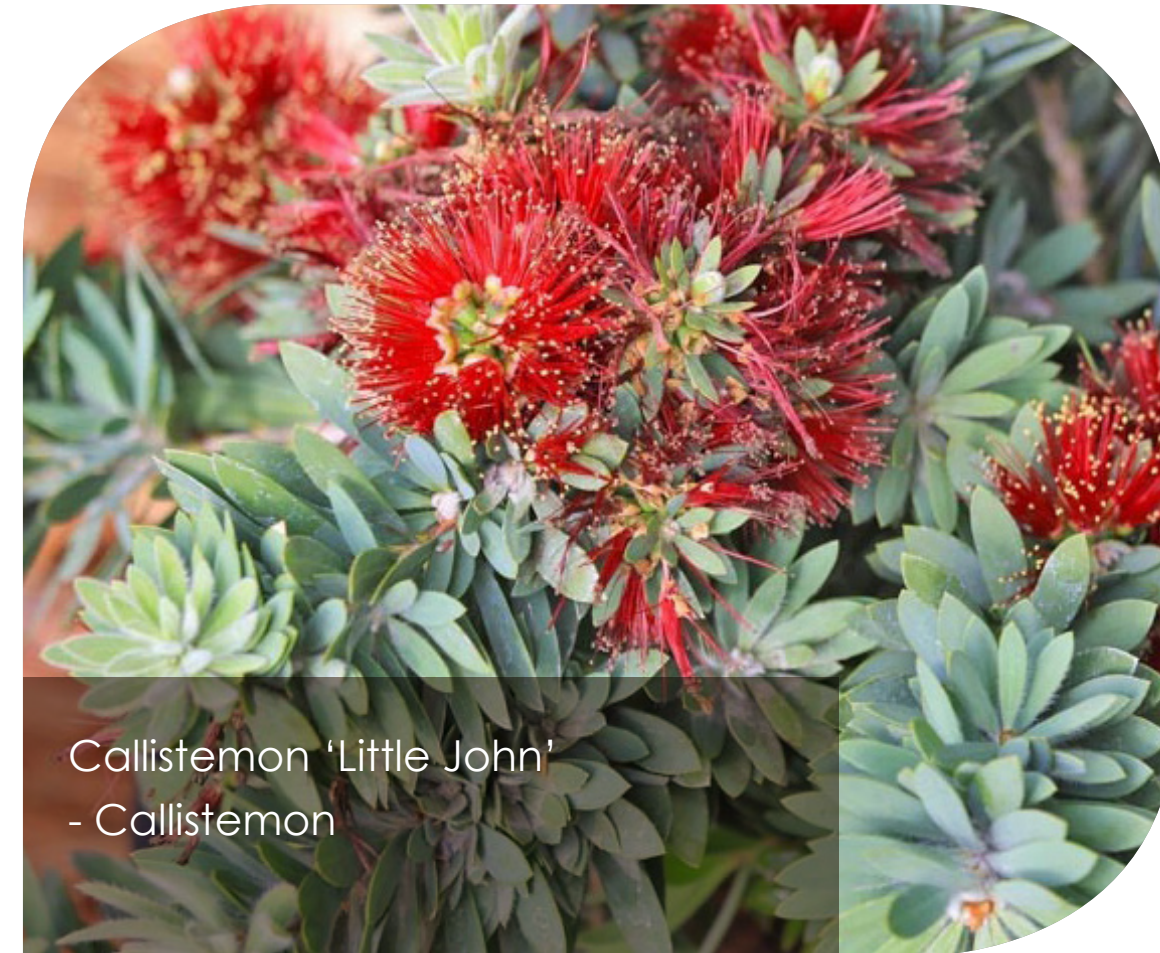
PLANTING
PALETTE

05



M38 INDUSTRIAL PARK

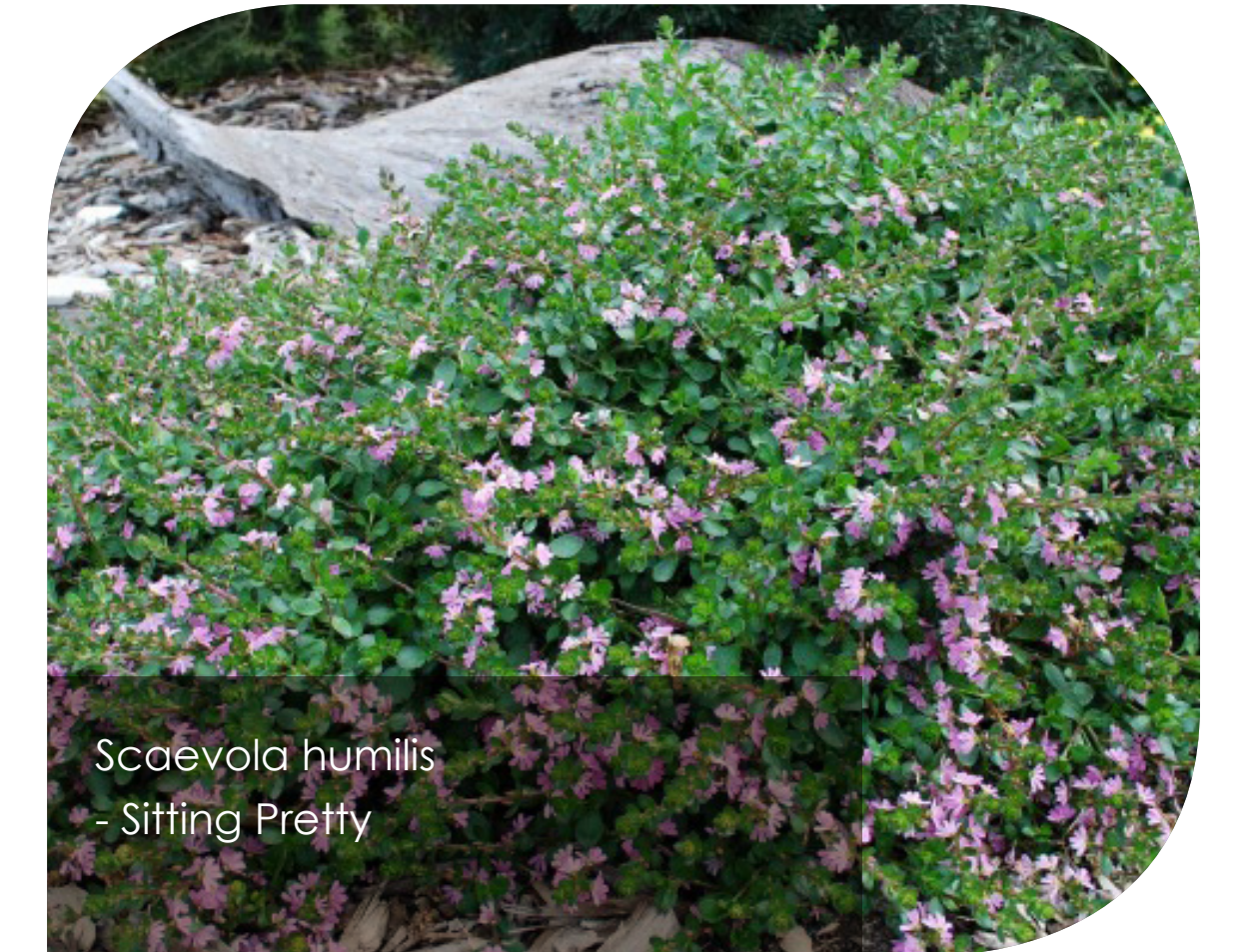
PLANTING PALETTE 06



* BIO SPECIES

M38 INDUSTRIAL PARK

PLANTING PALETTE 07



* BIO SPECIES