

Job Reference: TP19/5160
Council Reference: DA/27/2019

17 September 2019

Shaunte Farrington
Planning Officer
Gladstone Regional Council
PO Box 29,
Gladstone QLD 4680
info@gladstone.qld.gov.au

RE: INFORMATION REQUEST RESPONSE IN ACCORDANCE WITH SECTION 13 OF THE DEVELOPMENT ASSESSMENT RULES

**DA/27/2019 - MATERIAL CHANGE OF USE – IMPACT (THEATRE)
20 O'CONNELL STREET, BARNEY POINT QLD 4680 (LOT 2 SP 247424)**

Dear Shaunte,

The following information has been provided in response to the Council's information request, dated the 11th of July, 2019. In accordance with Section 13.2(a) of the Development Assessment Rules under Section 68(1) of the *Planning Act 2016*, the following responses and attached set of plans represent a response to, "***all of the information requested***".

Development Design Code

1. Acceptable Outcome 9 requires that *car parking and bicycle parking is provided on site in accordance with the rates specified in the Parking Rates Planning Scheme Policy.*

The parking assumptions within the Traffic Engineering Assessment (TEA) are not considered acceptable for the following reasons:

- a. Parking Area A - This area is not located within the subject lot that the application was lodged over and is located well away from the primary access to the proposed use. As such the car parking supply available in this area should not contribute to the overall site supply for the proposed use.
- b. Parking Area B - This area is provided for use by the Indoor Sport and Recreation Use (Gym) and is located well away from the primary access to the proposed use. As such the car parking supply available in this area

c. Parking Area C - This area is provided for use by the Motel and Sports Club use. In accordance with DN13/2009, 62 car parking spaces are required for the Motel Use. Therefore, the car parking supply, associated with the proposed use, should remove the number of spaces required for the Motel Use from the car parking supply available within Area C.

d. Parking Area D - This area is not located within the subject lot that the application was lodged over, however an easement is provided over the eastern aisle granting access rights for the Sports Club from Bell Street. As the Area is outside of the subject lot, the use of the parking spaces for the proposed use cannot be considered.

e. The 'existing parking demand' study undertaken over two days for four (4) hours (5pm to 9pm) does not provide a true reflection of the parking demand generated from the established uses on the subject site.

Provide an amended TEA that includes further details in relation to the current and expected parking supply and demand for the subject site (established uses and proposed Theatre). Council Officers recommend that an assessment of the allocation of parking spaces for the various uses on-site, in accordance with Council's Parking Rates Planning Scheme Policy, is incorporated into the TEA. Amended plans/reports should detail how any shortfall in parking provision is to be managed.

Response

Refer to attached revised TEA prepared by PTT Traffic and Transport Engineering for details.

This report has been prepared subsequent to discussions with Council around the use of "off-site" parking spaces located over the adjoining allotment. Previously Council had identified the requirement to amend the proposal to include this lot to allow for these spaces to be considered.

Further to a meeting between parties it was agreed that the existence of a lease over these spaces (with an option to buy) was sufficient demonstration of the lawful right to use the spaces, and therefore the ability for the TEA to rely upon these spaces in demonstrating existing and proposed parking demand satisfaction.

Attached for reference is a copy of the amended lease, including the notation regarding the option to purchase (intended to be exercised).

Points A through E are addressed in detail in the attached TEA prepared by PTT Traffic and Transport Engineers.

The TEA concludes and recommends:

- *the existing site currently accommodates the Yaralla Sports Club and is supported by 273 on-site parking spaces*
- *parking surveys indicate an existing parking demand of 186 spaces during the Friday evening peak period, with spare parking capacity for 87 cars*
- *the proposed expansion comprises a cinema with capacity for 477 patrons and a net reduction of one parking space*
- *the proposed parking provision of 272 spaces is adequate to accommodate the predicted peak hour parking demand and is designed consistently with AS2890.1 requirements*
- *the proposed development will accommodate RCV access and egress in a forward gear*

- *pedestrian footpaths and crossings are proposed to provide safe pedestrian access between the development and parking areas*
- *considering the site's close proximity to the bus stops on Bell Street, facilitating safe pedestrian site access for pedestrians arriving by bus would be beneficial*

Based on our assessment it is recommended that:

- *tandem parking spaces be designated for staff use*
- *service areas be regraded, consistent with AS2890.2 requirements for maximum grade*
- *an additional four bicycle parks be provided on-site*

The details of the above are depicted visually on the attached revised architectural plans prepared by BSPN.

2. Submit a Waste Management Plan in accordance with Acceptable Outcome 22.1 that includes details on the existing uses and the expected waste generated from the proposed Theatre.

Response

Advice as received is that Yaralla Sports Club maintain existing waste bins and servicing for the club operations. Currently the site is serviced twice weekly for general waste and weekly for recyclables.

Servicing frequency will increase as necessary to meet the waste generated by the Cinema operations (general waste and recyclables)

We trust that the information provided has adequately and appropriately addressed the identified issues.

We will now look to undertake public notification of the proposal, and will advise Council of the commencement date for notification activities once set.

If you have any further queries or questions, please do not hesitate to contact the undersigned on (07) 3199 0161 or 1300 051 189.

Yours faithfully,



Ben Lewis
Senior Town Planner

Bartley Burns – Building Certifiers & Town Planners

Option to purchase Noted - Duty payable on exercising.

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

AMENDMENT

M/ 7/9/05 Form 13 Version 5
Page 1 of 3
70d

Duty Imprint



709019750

\$131.40
30/09/2005 10:36

QLD DUTY - RTN

3010239058-8

RN 311

13/09/2005 09:31:13

\$0.70 LEES

1. Type/Dealing No of Instrument/Document being amended
Type of Instrument/Document Lease
Dealing Number 601359651

Lodger (Name, address & phone number)
ROBERT HARRIS & CO.
SOLICITORS
P.O. BOX 544
YEPPON Q 4703
Ph (07) 4939 3633

\$0.00 INTI
\$0.00 LODGER
\$0.00 TDT

544

| 2. Lot on Plan Description | County | Parish | Title Reference |
|----------------------------|---------|-----------|-----------------|
| Lot 1 on RP 850727 | Clinton | Gladstone | 30641085 |

3. Grantor/Mortgagor/Lessor
QUEENSLAND ALUMINA LIMITED ACN 009 725 044

4. Grantee/Mortgagee/Lessee
YARALLA SPORTS CLUB INC ABN 94 339 839 775

5. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with the attached schedule.

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

| Witnessing Officer | Execution Date | Grantor's/Mortgagor's/Lessor's Signature |
|--|----------------|--|
| witnessing not requiredsignature | 18/8/05 | QUEENSLAND ALUMINA LIMITED ACN 009 725 044 |
|full name | | <i>[Signature]</i> Director |
|qualification | | <i>[Signature]</i> Secretary |

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

| Witnessing Officer | Execution Date | Grantee's/Mortgagee's/Lessee's Signature |
|--|----------------|---|
| witnessing not requiredsignature | 18/8/05 | YARALLA SPORTS CLUB INC ABN 94 339 839 775 |
|full name | | <i>[Signature]</i> Member of Management Committee |
|qualification | | <i>[Signature]</i> Member of Management Committee |

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



Title Reference [30641085]

1. Amendment of Expiry Date

The Expiry Date of the term of the Lease is extended to 31 December 2022.

2. Replacement of Clause 3.01

Clause 3.01 –

omit, insert –

3.01 Sporting Facilities

The Lessee acknowledges that the demised premises comprise a multi-purpose sports ground with developed facilities for playing the games of lawn bowls, football, soccer, hockey and cricket. Such facilities which include the structures and improvements listed in Schedule 1 are herein called “**the Sporting Facilities**”

3. Replacement of Clause 3.06

Clause 3.06 –

omit, insert

3.06 Use by Lessor’s Employees

(a) During the term of this Lease –

- (i) the Lessee must provide a Fitness Centre Service to its members;
- (ii) from 1 October 2005, the Lessee must make full membership of the Lessee promptly available to all the Lessor’s employees at no charge;
- (iii) from 1 September 2005, the Lessee must allow the Lessor’s employees and their families to make use of the Fitness Centre Service at 60% of the normal charge to a member

(b) To remove doubt, it is declared the Lessee may make a charge for a member’s use of any of the Sporting Facilities. However, the charge to the Lessor’s employees must be the same as the normal charge to a member.

(c) (i) With the prior written consent of the Lessor, the Lessee may alter the minimum components comprising the Fitness Centre Service set out in paragraph (e) of this clause;

(ii) The Lessor’s consent will not be unreasonably withheld where there is no material adverse impact in service delivery levels;

(iii) The Lessee bears the onus of reasonably demonstrating there is no material adverse impact in service delivery levels;

(iv) In an assessment of service delivery levels, the Lessor and the Lessee must have regard to –

(A) the actual service delivery levels before the proposed alteration, including by reference to the number of the Lessor’s employees and their families using the Fitness Centre Service before the proposed alteration; and

(B) the projected service delivery levels after the proposed alteration, including by reference to the number of the Lessor’s employees and their families projected to use the Fitness Centre Service after the proposed alteration

Title Reference [30641085]

- (v) For the purpose of paragraph (iv) of this Clause, **alter** includes to add to, delete from or otherwise vary the minimum components.
- (d)
 - (i) The Lessor is entitled to dispute the level of service (including charges) in the provision of the Fitness Centre Service and the use of the Sporting Facilities by the Lessee ('Dispute').
 - (ii) A Dispute must be determined by the President for the time being of Fitness Australia (or any successor organisation) or a person nominated by the President experienced in the design and operation of health and fitness centres, at the request of QAL.
 - (iii) In making the determination, the President or nominated person acts as an expert and the determination is final and binding on both parties.
 - (iv) The cost of the determination must be paid by the parties equally unless otherwise decided by the President or nominated person
- (e) In this clause –

Fitness Centre Service means fitness facilities provided for the use of members in the clubhouse complex on the Lessee's Land fully fitted out, equipped and available for use to accord with contemporary standards of the fitness industry in Australia for a fitness centre but comprising not less than a gymnasium, aerobics room, spa and sauna properly fitted out, appropriately staffed, providing instruction and structured exercise programs and readily available to the Lessor's employees and their families on weekdays and weekends.

a Lessor's employee means a worker working in a workplace maintained by the Lessor as defined in the *Workplace Health and Safety Act 1995*, sections 11 and 9 respectively

A person is a member of a Lessor's employee's family if –

- (i) the person is the spouse of the employee; or
- (ii) the person is the employee's child and is wholly or substantially dependent on the employee; or
- (iii) the person is wholly or substantially dependent on the employee

The spouse of a Lessor's employee includes the Lessor's employee's de facto partner as defined in the *Acts Interpretation Act 1954*, section 36

The **Lessee's Land** means Lot 2 on RP850727 County Clinton Parish Gladstone Area 7,953 m² Title Reference 30641086

4. Insertion of new CI 3.13

After Clause 3.12 –

insert –

3.13 Construction of Clubhouse Extension

- (a) The Lessor hereby consents to the Lessee constructing, operating and maintaining on the part of the demised premises identified in Schedule 2 –
 - (i) a single story building as an extension to the Lessee's clubhouse on the Lessor's Land for use as a gaming lounge; and
 - (ii) a bitumen car park area

Title Reference [30641085]

(collectively 'the Clubhouse Extension')

- (b) The Lessee must construct the Clubhouse Extension substantially in accordance brand + slater architects drawing number DD1.02
- (c) The Lessor has no property in the Clubhouse Extension, despite the degree of its annexation to the demised premises
- (d) To remove doubt, Clause 6.01 (Lessor not liable for Loss) and Clause 6.02 (Lessee indemnifies Lessor) extend to the construction, operation and maintenance of the Clubhouse Extension
- (e) Prior to commencement of construction of the Clubhouse Extension, the Lessee must construct a new bowling green at the location and otherwise substantially in accordance with Cox Andrews Engineers Pty Ltd drawing No G0515-1-01 Issue 1 Sheets Nos 1 and 2

5. Insertion of new CI 7.02

After Clause 7.01 –

insert –

7.02 Despite Clause 7.01, the Lessor reserves the right to the use part of the demised premises ('**Reserved Area**') for not more than 5 periods in each calendar year of the term. A period cannot exceed 72 hours. ('**Reserved Period**')

7.03 In nominating the dates of a Reserved Period, the Lessor –

- (a) must give as much notice as possible to the Lessee of the required dates; and
- (b) cannot nominate a date on which the Lessee has already confirmed use of the Reserved Area by other members of the Lessee

7.04 In this clause –

Reserved Area means the fenced main oval on the demised premises and vehicular and pedestrian access over the demised premises to and from the fenced main oval including the right to use and remain upon the parking areas constructed on the demised premises

6. Replacement of Part 10

Part 10 (Option For Extension) including Clauses 10.01 (Grant of Option) and 10.02 (Exercise of Option) –

omit, insert –

**PART 10
OPTION TO PURCHASE**

10.01 Grant of Option

The Lessor hereby grants to the Lessee an option to purchase the demised premises on the terms and conditions set out in the contract contained in Schedule 3

10.02 Assignment

The option is granted to the Lessee personally and cannot be assigned.

10.03 Exercise of Option

Title Reference [30641085]

The option may be exercised by the Lessee delivering a written notice of exercise to the Lessor at the Lessor's registered office on a business day between 9.00 am and 4.00 pm within the period commencing on 1 December 2022 and ending on 31 December 2022 together with two copies of the contract duly completed and signed by the Lessee.

10.04 Binding Contract

Upon the Lessor receiving written notice of the option, the Lessor is bound to sell and the Lessee is bound to purchase the demised premises on the terms and conditions set out in the contract. The date of the contract will be the day on which the option is exercised.

10.05 Business Day

In this clause, **business day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in the place of the Lessor's registered office.

7. Replacement of Schedule Heading

Schedule, heading –

omit, insert –

**SCHEDULE 1
(CLAUSE 3.01)
THE SPORTING FACILITIES**

8. Amendment of Schedule

The Sporting Facilities, listing of **4 compact tennis courts, 2 full size tennis courts –**

omit

9. Insertion of new Schedule 2

insert –

Plan

10. Insertion of new Schedule 3

insert –

Contract

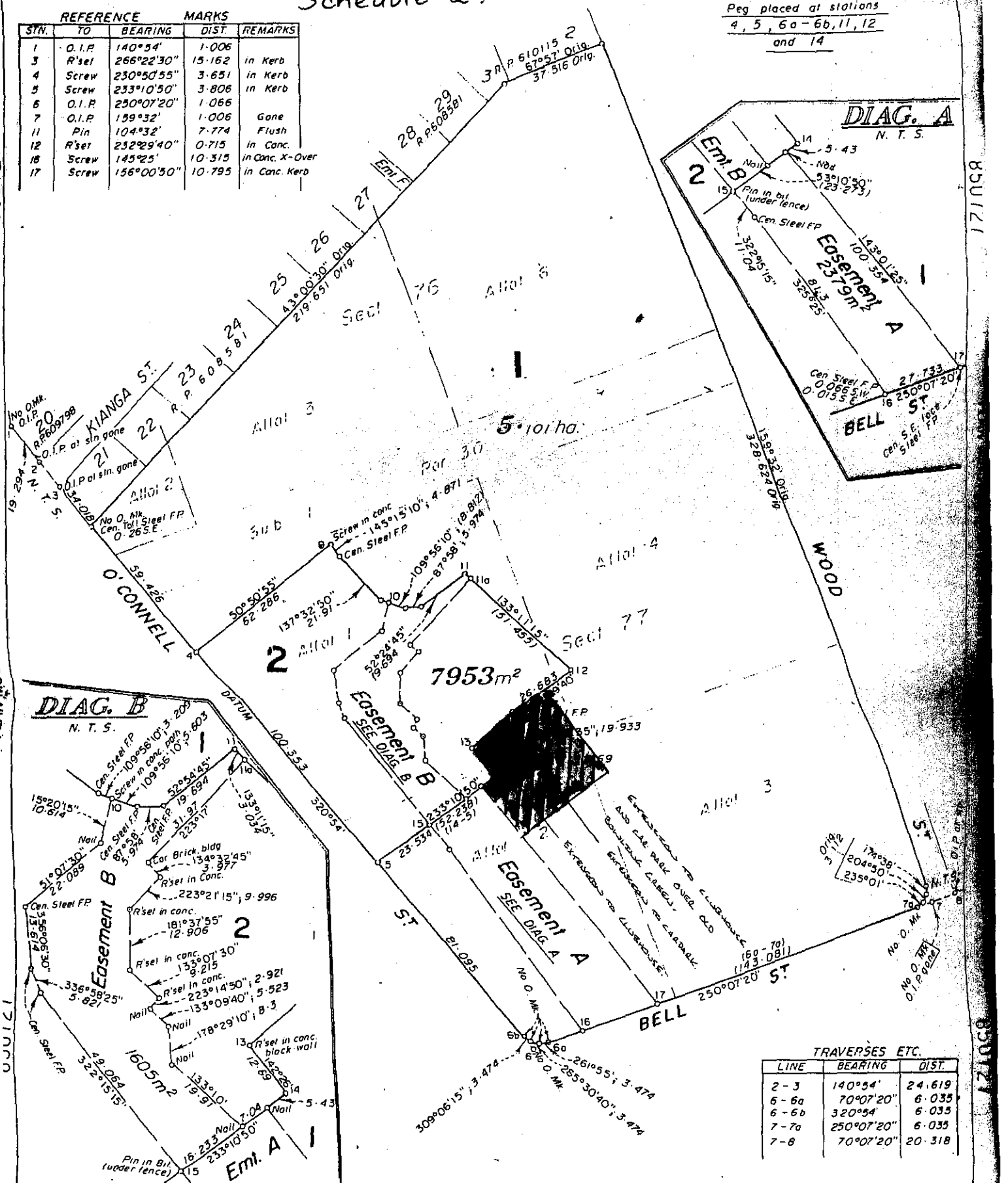
11. Transitional

- (a) This amendment commences on 1 August 2005, despite the date on which it is executed by the Lessor and the Lessee
- (b) The Lessor and the Lessee will bear their own costs in relation to the negotiation, preparation, execution, delivery and completion of this Amendment. However, the Lessor and the Lessee will pay any stamp duty and registration fees equally.

Schedule 2.

Peg placed at stations
4, 5, 6a-6b, 11, 12
and 14

| SYN. | TO | BEARING | DIST | REMARKS |
|------|--------|------------|--------|-----------------|
| 1 | O.I.P. | 140°54' | 1.006 | |
| 3 | R'set | 266°22'30" | 15.162 | in Kerb |
| 4 | Screw | 230°50'55" | 3.651 | in Kerb |
| 5 | Screw | 233°10'50" | 3.806 | in Kerb |
| 6 | O.I.P. | 250°07'20" | 1.066 | |
| 7 | O.I.P. | 159°32' | 1.006 | Gone |
| 11 | Pin | 104°32' | 7.774 | Flush |
| 12 | R'set | 232°29'40" | 0.715 | in Conc. |
| 18 | Screw | 145°25' | 10.315 | in Conc. X-Over |
| 17 | Screw | 156°00'30" | 10.795 | in Conc. Kerb |



DIAG. A
N. T. S.

DIAG. B
N. T. S.

TRAVERSES ETC.

| LINE | BEARING | DIST. |
|------|------------|--------|
| 2-3 | 140°54' | 24.619 |
| 6-6a | 70°07'20" | 6.035 |
| 6-6b | 320°54' | 6.035 |
| 7-7a | 250°07'20" | 6.035 |
| 7-8 | 70°07'20" | 20.318 |

JONES, FLINT & PIKE PTY. LTD.
hereby certify that the Company have surveyed the land comprised in this plan in accordance with the provisions of the Surveyors Act and the Surveyors Regulations and that the survey was completed on 21/10/92.

PLAN OF LOTS 1 and 2, Proposed EASEMENT A in Lot 1 and Proposed EASEMENT B in Lot 2 Cancelling Lot 76 on R.P.608581

PARISH GLADSTONE
COUNTY Clinton
CITY GLADSTONE
LOCAL AUTHORITY Gladstone C.C.
LAND AGENTS/SHAWB BROWN & CO. Gladstone
MINING FIELD

| | | | | | |
|---|-----------------------------|--------------|----------|----------|----------------------|
| ORIGINAL POR 30, Allots 2, 3 & 6 of Sect 76 & Allots 1 & 4 of Sect 77 | NO SURVEY RECORDS DEPOSITED | | | | |
| MERIDIAN OF RP608581 | MAP REF 9150-24331 | SCALE 1:1250 | FILE REF | ENDORSED | REGISTERING DIST (C) |

PLAN 850727

CONTRACT COMMERCIAL LAND AND BUILDINGS

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REIQ

Adopted by The Real Estate Institute of Queensland

Limited and approved by the Queensland Law

Society Incorporated for conveyances of Torrens

Title and Crown Leasehold Title of Commercial

Land and Buildings.



Queensland Law
Society Inc

THIS CONTRACT IS MADE BETWEEN THE VENDOR AND THE PURCHASER. THE VENDOR AGREES TO SELL AND THE PURCHASER AGREES TO BUY THE PROPERTY, SUBJECT TO THE CONDITIONS OF THIS CONTRACT, FOR THE PURCHASE PRICE.

This Contract comprises the following parts:

- (a) Items Schedule;
- (b) Lease Schedule;
- (c) Service Contract Schedule;
- (d) Standard Commercial Conditions; and
- (e) any Special Conditions.

Where there is any discrepancy or inconsistency between a part of this Contract and any other part, the following descending order of precedence of the parts shall apply to resolve the discrepancy or inconsistency:

- (a) any Special Conditions;
- (b) Items Schedule;
- (c) Lease Schedule;
- (d) Service Contract Schedule;
- (e) Standard Commercial Conditions.

Unless inconsistent with the context or subject matter:

- (a) "Items Schedule" means the schedule called Items Schedule in this Contract;
- (b) "Lease Schedule" means the schedule called Lease Schedule in this Contract;
- (c) "Service Contract Schedule" means the schedule called Service Contract Schedule in this Contract;
- (d) "Special Conditions" means any written conditions endorsed on or annexed to this form;
- (e) "Standard Commercial Conditions" means the Standard Commercial Conditions of Sale – Commercial Land and Buildings (Second Edition GST Reprint) adopted by The Real Estate Institute of Queensland Limited and approved by the Queensland Law Society Incorporated.

The Vendor and the Purchaser each acknowledge having received a copy of the Standard Commercial Conditions at the time of signing this Contract.

NOTE 1
 NOTE 2
 SEE WARNING
 NOTE 3
 NOTE 4
 NOTE 5
 CLAUSE 3
 CLAUSE 4 & NOTE 6
 CLAUSE 5.3
 CLAUSE 5.1 & 5.2

A Contract Date: _____

B Vendor's Agent: Without intervention of an agent
 Address: _____
 Licence No: _____ Facsimile _____ Phone _____
 ABN _____ Email Address _____

C Vendor/s: QUEENSLAND ALUMINA LIMITED
 Address: Parsons Point, GLADSTONE 4680
 Facsimile 4976 2300 Phone 4976 2211
 ABN 009 725 044 Email Address _____

D Vendor's Solicitor:
 Address: _____
 Facsimile _____ Phone _____
 ABN _____ Email Address _____

E Purchaser/s: YARALLA SPORTS CLUB INC
 Address: Bell Street, GLADSTONE 4680
 Facsimile 4972 6355 Phone 4972 2244
 ABN 94 339 839 775 Email Address _____

F Purchaser's Solicitor:
 Address: _____
 Facsimile _____ Phone _____
 ABN _____ Email Address _____

G Stakeholder: nil
 Facsimile _____ Phone _____

H PARTICULARS OF LAND SOLD:
 Address: Bell and Wood Streets, Gladstone
 Present Use (if any) Clubhouse Extension and Sporting Fields
 Description: _____
 County Clinton Parish: Gladstone
 Title Reference 30641085
 Area: 5.101 ha (more or less)
 Type of Holding: _____ Lease No: _____
 Local Government: Gladstone City Council

I IMPROVEMENTS INCLUDED IN SALE:
 Nature of Buildings: Sporting Facilities as existing
 Unless excluded below the Purchase Price includes all ~~partitions stoves hot water systems wall to wall floor coverings drapes and tracks blinds light fittings clothes lines hoists fixed televisions or satellite antennae or dishes in ground shrubs and all fixtures as inspected by the Purchaser.~~
 Exclusions: Nil

J OTHER CHATTELS INCLUDED IN SALE: Nil
 (Attach inventory if insufficient space)

K THE LAND IS SOLD AS: Freehold (subject to the reservations exceptions and conditions in the deed of grant)
 (Cross out that which does not apply) ~~Leasehold (subject to the conditions of the Crown leasehold title)~~

L ENCUMBRANCES: (If the Property is sold free from Encumbrances, insert "Nil". If the Property is sold subject to Encumbrances they must be specifically described in this Item.)
 Easement No 601359649

M LEASES AND SERVICE CONTRACTS: See Lease Schedule and Service Contract Schedule

N PURCHASE PRICE: \$ One dollar (\$1.00) ing

O DEPOSIT: \$ Nil

P DEFAULT INTEREST: nil % simple interest per annum

Q DATE FOR COMPLETION: 14 days after Contract Date

R CITY OR TOWN FOR COMPLETION: Gladstone

FINANCE

SUBJECT TO FINANCE:

IF THIS CONTRACT IS TO BE SUBJECT TO FINANCE THEN ITEMS S, T AND U MUST BE COMPLETED IN EVERY RESPECT AND ITEM V MUST BE DELETED AND INITIALLED.

NOT SUBJECT TO FINANCE:

IF THIS CONTRACT IS NOT TO BE SUBJECT TO FINANCE THEN ITEMS S, T AND U MUST BE DELETED AND INITIALLED AND ITEM V SHALL APPLY.

NOTE 7
CLAUSE 31

| | |
|----------|----------------------------------|
| S | LENDER OR CLASS OF LENDER: _____ |
| T | THE APPROVAL DATE: _____ |
| U | AMOUNT OF LOAN: _____ \$ |

| | |
|----------|---|
| V | THIS CONTRACT IS NOT TO BE SUBJECT TO FINANCE AND CLAUSE 31 OF THE STANDARD COMMERCIAL CONDITIONS DOES NOT APPLY. |
|----------|---|

GST

GOODS AND SERVICES TAX – WARNING

Marking the GST Items in the Items Schedule may have significant consequences for the Vendor and Purchaser. The Vendor and Purchaser should seek professional advice about completion of the GST Items and not rely on the Vendor's agent to complete the GST Items.

Notes to Completion:

A. Only 1 box in the selected Item must be marked.

B. If the Yes box in Item GST1 is marked:

- ▶ Items GST2 and GST3 must not be marked;
- ▶ despite any markings of Items GST2 and GST3, clauses 34.4, 34.5 and 34.6 do not apply.

C. If the Yes box in Item GST2 is marked:

- ▶ Items GST1 and GST3 must not be marked;
- ▶ despite any marking of Items GST1 and GST3, clauses 34.4, 34.5 and 34.7 do not apply.

GST1 *Going Concern:* **Warning:** There are strict requirements for the sale of a Going Concern under the GST Act. If in doubt about complying with those provisions, seek professional advice before marking this Item.

Is this a sale of a Going Concern? Yes

If yes, clause 34.7 (If the Supply is a Going Concern) applies.

Otherwise clause 34.7 (If the Supply is a Going Concern) does not apply.

If the Yes box is marked, do not complete Items GST2 and GST3.

GST2 *Margin Scheme:* Is the Margin Scheme to apply to the sale of the Property? Yes

If yes, clause 34.6 (Margin Scheme) applies.

Otherwise clause 34.6 (Margin Scheme) does not apply.

The Vendor must not apply the Margin Scheme to the Supply of the Property if clause 34.6 does not apply.

If the Yes box is marked, do not complete Items GST1 and GST3.

GST3***Inclusive or Exclusive
Purchase Price:***

(Do not complete Item GST3 if Item GST1 (Going Concern) or Item GST2 (Margin Scheme) are marked Yes.)

Mark 1 box only

Does the Purchase Price include GST?

Yes

If Yes, clause 34.4 (Purchase Price Includes GST) applies.

No

If No, clause 34.5 (Purchase Price Does Not Include GST) applies.

If neither box is marked or if both boxes are marked, clause 34.4 (Purchase Price Includes GST) applies.

See Clause 32 of Standard Commercial Conditions

PROPERTY ADDRESS Bell and Wood Streets, Gladstone

LEASE 1 Name of Tenant: NIL
 Use: _____
 Location/Tenancy No.: _____
 Area of Tenancy (m² approx.): _____
 Current Rental per Annum: \$ _____
 Current Lease Commencement Date: _____
 Current Lease Term: _____
 Remaining Options: Option 1 Term _____ years
 Option 2 Term _____ years
 Option 3 Term _____ years
 Tenant Car Park: No. _____ Rate \$ _____ per annum/month†

LEASE 2 Name of Tenant: NIL
 Use: _____
 Location/Tenancy No.: _____
 Area of Tenancy (m² approx.): _____
 Current Rental per Annum: \$ _____
 Current Lease Commencement Date: _____
 Current Lease Term: _____
 Remaining Options: Option 1 Term _____ years
 Option 2 Term _____ years
 Option 3 Term _____ years
 Tenant Car Park: No. _____ Rate \$ _____ per annum/month†

* Attach further Schedule if insufficient space
 † Strike out as required.

See Clause 32 of Standard Commercial Conditions

PROPERTY ADDRESS Bell and Wood Streets, Gladstone

| | |
|--|--|
| <p>CONTRACT 1</p> <p>Service Contractor:</p> <p>Service Performed:</p> <p>Cost:</p> | <p>NIL</p> <p>_____</p> <p>\$ _____ per annum/quarter/month†</p> |
| <p>CONTRACT 2</p> <p>Service Contractor:</p> <p>Service Performed:</p> <p>Cost:</p> | <p>NIL</p> <p>_____</p> <p>\$ _____ per annum/quarter/month†</p> |
| <p>CONTRACT 3</p> <p>Service Contractor:</p> <p>Service Performed:</p> <p>Cost:</p> | <p>NIL</p> <p>_____</p> <p>\$ _____ per annum/quarter/month†</p> |
| <p>CONTRACT 4</p> <p>Service Contractor:</p> <p>Service Performed:</p> <p>Cost:</p> | <p>NIL</p> <p>_____</p> <p>\$ _____ per annum/quarter/month†</p> |
| <p>CONTRACT 5</p> <p>Service Contractor:</p> <p>Service Performed:</p> <p>Cost:</p> | <p>NIL</p> <p>_____</p> <p>\$ _____ per annum/quarter/month†</p> |

* Attach further Schedule if insufficient space
 † Strike out as required.

SPECIAL CONDITIONS

- A. The club house building and car parking on the Land is the property of the Purchaser.
- B. The Purchaser must continue to use the Land in an active and bona fide manner for the provision of sporting facilities to the Purchaser's members.
- C. Special Condition B does not merge on completion but continues in full force and effect, despite completion of this Contract.
- D. The Purchaser accepts title to the Land and the Property in its existing state and condition. Clauses 8, 9 and 20 of the Standard Commercial Conditions do not apply to this Contract.

The approval of the Queensland Law Society Incorporated and the adoption by The Real Estate Institute of Queensland Limited does not extend to any alterations to the printed text of the Standard Commercial Conditions or to any Special Conditions of this Contract. The Standard Commercial Conditions may need to be added to or varied by inserting specifically prepared Special Conditions in this Contract. If the printed text of the Standard Commercial Conditions is altered, or Special Conditions are included, it is recommended that the Vendor and the Purchaser consult their respective legal advisers prior to signing this Contract.

| | |
|---------|-----------|
| | |
| Witness | Vendor |
| | |
| Witness | Purchaser |

NOTE 2

STAKEHOLDER'S ACKNOWLEDGMENT

The Stakeholder acknowledges having received \$..... as Deposit or on account of the Deposit and agrees to hold that amount and any balance of the Deposit when received as Stakeholder for the parties as provided in this Contract.

| |
|-------------|
| |
| Stakeholder |

This form was adopted by The Real Estate Institute of Queensland Limited April 2001

| |
|-------------|
| |
| Licence No. |

This form was approved by the Queensland Law Society Incorporated April 2001

STANDARD COMMERCIAL CONDITIONS COMMERCIAL LAND AND BUILDINGS

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REIO

Adopted by The Real Estate Institute of Queensland and approved by
the Queensland Law Society Incorporated for conveyances of Torrens
Title and Crown Leasehold Title of Commercial Land and Buildings.



Queensland Law
Society Inc

INTERPRETATION

1.1 In this Contract, unless inconsistent with the context or subject matter:

- (a) "Agent" includes auctioneer;
- (b) "Bond" includes any security for payment of Rent or performance of any obligation pursuant to any Lease;
- (c) "Business Day" means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in the city or town named in Item R;
- (d) "Contract Rate" means the rate of interest fixed from time to time by the Queensland Law Society Incorporated (by resolution of its Council) for the purposes of clause 11;
- (e) "Date for Completion" means the date stated in Item Q or such other date as may be agreed in writing by the parties or fixed pursuant to the conditions of this Contract;
- (f) "Deposit" means the sum stated in Item O;
- (g) "Encumbrances" includes but is not limited to encumbrances which are not registered and an encumbrance created or arising under or by virtue of a statute;
- (h) "Enterprise" means the enterprise (as the term is defined in the GST Act) carried on using the Property;
- (i) "Financial Institution" means bank, building society or credit union;
- (j) "GST" means the goods and services tax under the GST Act;
- (k) "GST Act" means *A New Tax System (Goods and Services Tax) Act* and includes other GST related legislation;
- (l) "Guarantee" means a guarantee or an undertaking in relation to any tenant or occupier under a Lease;
- (m) "ITAA" means the *Income Tax Assessment Act 1936* and the *Income Tax Assessment Act 1997*;
- (n) "Item" means an item of particulars in the Items Schedule;
- (o) "Keys" means implements or instruments necessary for the purposes of fastening or unfastening:
 - (i) the lock on any gate, door, grille, shutter or lift which secures any means of entrance to or exit from the Land (whether or not such gate, door, grille, shutter or lift forms part of the Property);
 - (ii) any other lock attached to or included in the Property;
 and includes electronic devices and written records of all codes or combinations necessary for the purposes of fastening or unfastening any such lock;
- (p) "Land" means the land described in Item H;
- (q) "Lease" means all leases, subleases, agreements for lease, agreements for sublease and tenancy agreements whether oral or in writing, and as the context admits, licences and rights to occupy, and which are set out in the Lease Schedule;
- (r) "Local Government" means the relevant local government (and includes the Brisbane City Council);

- (s) "Property" means the property listed in Items H, I and J and includes any part of the Property;
 - (t) "Purchase Price" means the sum stated in Item N;
 - (u) "Purchaser" means the party named in Item E;
 - (v) "Rent" means base rent, turnover rent, percentage rent, contributions to outgoings and any money payable by a tenant to the Vendor;
 - (w) "Service Contract" for the purposes of clause 32 of this Contract means any contract between the Vendor and another party pertaining to services performed for the benefit of the Property, which are capable of assignment, and which are set out in the Service Contract Schedule and "Service Contractor" means any party performing those services;
 - (x) "Solicitor" means a solicitor currently entitled to practice in Australia whether acting as principal or agent;
 - (y) "Stakeholder" means the person named in Item G or, where no person is named in Item G, the Vendor's Agent;
 - (z) "Vendor" means the party named in Item C; and
 - (aa) "Vendor's Agent" means the person named in Item B.
- 1.2 Unless the contrary is shown, the contract shall be deemed to have been formed on the date of this Contract and the date of this Contract shall be deemed to be the date stated in Item A.
- 1.3 Any reference in this Contract to a statute includes:
- (a) any statute amending, consolidating or replacing the statute; and
 - (b) Orders in Council, proclamations, regulations, rules, by-laws and ordinances made under the statute.
- 1.4 In this Contract, unless inconsistent with the context or subject matter, where the term "Item" is used in conjunction with a particular letter of the alphabet, it is a reference to the Item set opposite the letter referred to.
- 1.5 Any defined terms used in any part of this Contract shall have the same meaning when used in any other part of this Contract.
- 1.6 The marginal notes in the Items Schedule are references to clauses or notes, as the case may be, in the Standard Commercial Conditions.
- 1.7 This Contract shall be governed by the laws of Queensland.

2 HEADINGS AND NOTES

Headings and notes have been included for ease of reference and guidance and this Contract shall be construed without reference to them.

3 DEPOSIT

- 3.1 The Deposit shall be paid by the Purchaser to the Stakeholder immediately upon the formation of this Contract.
- 3.2 If the Purchaser:
- (a) fails to pay the Deposit as provided in clause 3.1;
 - (b) pays the Deposit by cheque which is postdated; or
 - (c) pays the Deposit by cheque which is not honoured on presentation;
- then, the Purchaser shall be in substantial breach of this Contract and the Vendor may:
- (i) affirm this Contract and exercise the rights expressed in clause 13.2; or
 - (ii) terminate this Contract and exercise the rights expressed in clause 13.3.

- 3.3 The rights and powers conferred by clause 3.2 are in addition to any other rights the Vendor may have at law or in equity.
- 3.4 The Deposit shall be retained by the Stakeholder until completion or earlier termination of this Contract whereupon the Stakeholder shall pay the Deposit to the person entitled to it.
- 3.5 If this Contract is terminated pursuant to the provisions of clauses 7.6, 9.3(a), 19, 20.1, 21.1, 31.1, 31.5, 32.2 or 32.3(2), the Deposit and other moneys paid under this Contract shall be refunded to the Purchaser by the Vendor or the Stakeholder as the case may be but without interest, costs or damages and the same shall be accepted by the Purchaser in full and final satisfaction of all claims.

COMPLETION AND POSSESSION

The balance of the Purchase Price shall be paid on the Date for Completion in exchange for:

- (a) possession of the Property (such possession to be vacant except for any Lease);
- (b) a properly executed transfer for the Land in favour of the Purchaser capable of immediate registration (after stamping) in the appropriate office free from Encumbrances (other than those set out in Item L) and title to the Property (other than the Land) free from Encumbrances (other than those set out in Item L) but subject to the conditions of this Contract;
- (c) any declaration required, by the *Stamp Act 1894*, to be furnished to procure the stamping of the transfer;
- (d) such other instruments or declarations as are required by law to be signed by the Vendor to procure the stamping and/or registration of the transfer;
- (e) except as otherwise provided in this Contract, any instrument of title for the Land required to register the transfer;
- (f) notices of assignment issued pursuant to clause 16.4;
- (g) all other instruments (which shall be duly stamped) in the possession or control of the Vendor evidencing estates and interests affecting the Property and which are exclusive to the Property;
- (h) true copies of all other instruments (which shall be duly stamped) in the possession or control of the Vendor evidencing estates and interests affecting the Property but which are not exclusive to the Property;
- (i) the Certificate of Classification pursuant to the *Standard Building Regulation 1993* appropriate to the uses stated in Item H (if the improvements on the Land may not be lawfully occupied unless such certificate has issued);
- (j) all plans and drawings relating to the construction of the improvements on the Land in the possession or control of the Vendor; and
- (k) all documents in the possession or control of the Vendor which the Purchaser would reasonably require to enable the Purchaser to manage the Property and to prepare returns under the ITAA.

KEYS

- 5.1 Immediately on completion, the Vendor shall deliver all Keys, which are in the possession or under the control of the Vendor, in accordance with any notice given in writing by the Purchaser to the Vendor and failing such notice the Vendor shall deliver the Keys:
- (a) to the Purchaser, if the Purchaser is present personally at completion;
 - (b) to the Purchaser's solicitor at completion, if the Purchaser is not present personally;
 - (c) to the Vendor's Agent at the address shown in Item B, if neither the Purchaser nor any solicitor acting for the Purchaser is present personally at completion;
 - (d) to and left at the Property if none of the provisions of clauses 5.1(a), 5.1(b) or 5.1(c) are applicable.
- 5.2 At or prior to completion, the Vendor shall make a written record of all codes and combinations necessary for the purposes

of fastening or unfastening any lock referred to in the definition of "Keys".

6 INVESTMENT OF DEPOSIT

- 6.1 If either party directs by notice in writing to the Stakeholder to invest the Deposit then (where the Stakeholder is lawfully able) the Stakeholder shall invest the Deposit with any Financial Institution permitted by law for the investment of trust monies until the Date for Completion.
- 6.2 If this Contract is completed all interest accruing on the investment of the Deposit shall be shared equally between the Vendor and the Purchaser. If this Contract is not completed for any reason, the interest accruing on the Deposit shall be paid to the party entitled to the Deposit upon termination of this Contract.
- 6.3 The Deposit and any accrued interest shall be invested at the risk of the party to whom the Deposit and accrued interest is ultimately payable and the Stakeholder shall not be liable for any loss suffered by the parties in consequence of an investment pursuant to clause 6.1.
- 6.4 To facilitate investment of the Deposit, each party shall notify its tax file number to the Stakeholder within 4 Business Days following the date of this Contract.
- 6.5 The parties authorised the Stakeholder to prepare and lodge any taxation return necessary in respect of the Deposit and interest and to pay any tax assessed out of the Deposit and interest and indemnify the Stakeholder against any taxation assessed in respect of such interest.
- 6.6 The Vendor and the Purchaser shall be deemed to be presently entitled in equal shares to any interest accrued for the purposes of the ITAA.

7 VENDOR'S STATEMENT

- 7.1 The Purchaser is not entitled to deliver to the Vendor requisitions or enquiries on or to the Vendor's title to the Property.
- 7.2 The Vendor states that, except as disclosed in this Contract, each of the following statements is accurate at the time the Vendor executes this Contract:
 - (a) the Vendor has free and unqualified capacity and power to contract and to complete this Contract;
 - (b) the Vendor is not under any legal disability which affects the Vendor's capacity to contract and to complete this Contract; and
 - (c) if the Vendor is a trustee, the Vendor has free and unqualified power of sale under the instrument creating the trust, and that instrument does not require the consent or authority of any person to the entering into of this Contract or the completion of this Contract.
- 7.3 The Vendor states that, except as disclosed in this Contract, each of the following statements will be accurate at the Date for Completion:
 - (a) there is no current litigation by any person claiming an estate or interest in the Property;
 - (b) there is no unsatisfied judgment, order or writ of execution which affects the Property;
 - (c) no order has been made under Part 11 of the *Property Law Act 1974* which would operate as a charge on the Land;
 - (d) there is no order of a Court or other competent authority affecting the ability of the Vendor to complete this Contract;
 - (e) no notice has been issued by a competent authority or proceedings instituted in a Court pursuant to any statute whereby the interest of the Vendor in the Property may be rendered liable to forfeiture to the Crown;
 - (f) if the Land is Crown leasehold title, the Crown leasehold title is not rendered liable to forfeiture by reason of the non-observance or non-performance of the covenants or conditions of the lease;
 - (g) if the Vendor is a natural person, the Vendor is not a bankrupt nor has the Vendor signed any authority under section 188 of the *Bankruptcy Act 1966*;

- (h) if the Vendor is a corporation within the meaning of the *Corporations Law* or any similar legislation applicable in the Vendor's place of incorporation:
- (i) the Vendor is not in liquidation;
 - (ii) no action has been taken by or against the Vendor which could lead to the winding up of the Vendor;
 - (iii) the Vendor is not under official management;
 - (iv) an administrator, controller or managing controller has not been appointed to the Vendor or in respect of the whole or any part of the Property; and
 - (v) a compromise or arrangement has not been proposed between the Vendor and its members or creditors nor agreed to by the members or creditors nor sanctioned by a Court; and
- (i) the Vendor is the registered owner or the lessee of the Land (according to the title expressed or implied in this Contract).
- 7.4 If a statement contained in either clause 7.2 or clause 7.3 is not accurate then the Purchaser may terminate this Contract by notice in writing to the Vendor.
- 7.5 If this Contract is terminated pursuant to clause 7.4, the Deposit and other moneys paid under this Contract shall be refunded to the Purchaser by the Vendor or the Stakeholder as the case may be and the Vendor shall be liable by way of damages as compensation for the loss suffered by the Purchaser in such sum as at the time this Contract was made was reasonably foreseeable as the loss liable to result, and which does in fact result from a termination of this Contract due to a statement contained in either clause 7.2 or clause 7.3 not being accurate.
- 7.6 (1) The Vendor warrants that, except as disclosed in this Contract or a notice given by the Vendor to the Purchaser under the *Environmental Protection Act 1994* ("EPA"), at the date of this Contract:
- (a) there is no outstanding obligation on the Vendor to give notice to the administering authority under EPA of a notifiable activity being conducted on the Land; and
 - (b) the Vendor is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of EPA.
- (2) If the Vendor breaches a warranty in clause 7.6(1), the Purchaser may:
- (a) terminate this Contract by notice in writing to the Vendor given 14 days after the date of this Contract; or
 - (b) complete this Contract and claim compensation, but only if the Purchaser claims it in writing before completion of this Contract.
- 7.7 If requested by the Purchaser, the Vendor within 14 days of such request shall:
- (a) produce to the Purchaser all unregistered documents relating to the Property and full and proper particulars of all unregistered dealings that so relate; and
 - (b) deliver to the Purchaser photocopies of such documents or dealings (if the dealings are in writing) certified by the Vendor or the Vendor's solicitor as being true copies.

8 ERRORS AND MISDESCRIPTIONS

- 8.1 If there is any immaterial mistake or error in the description or particulars of the Property or as to title, the Purchaser shall not be entitled to terminate this Contract but shall be entitled to such compensation (if demanded in writing on or before the Date for Completion) as the case may require. The Purchaser shall not be entitled to delay completion or to withhold any part of the Purchase Price by reason of any such claim for compensation.
- 8.2 If there is any material mistake or error in the description or particulars of the Property or as to title and the Purchaser does not exercise any right which the Purchaser has at law to terminate this Contract, the Purchaser shall be entitled to such compensation (if demanded in writing on or before the Date for Completion) as the case may require. The Purchaser shall not

be entitled to delay completion or to withhold any part of the Purchase Price by reason of any such claim for compensation.

9 SURVEY AND INSPECTION

- 9.1 The Purchaser shall be entitled to conduct a survey of the Land to ascertain the boundaries and area of the Land and to establish the location of structures purporting to be on the Land or on adjoining land.
- 9.2 If there is any immaterial error in the boundaries or area of the Land or any immaterial encroachment, the Purchaser shall not be entitled to terminate this Contract but shall be entitled to such compensation (if demanded in writing on or before the Date for Completion) as the case may require. The Purchaser shall not be entitled to delay completion or to withhold any part of the Purchase Price by reason of any such claim for compensation.
- 9.3 If there is any material error in the boundaries or area of the Land or any material encroachment, the Purchaser shall be entitled to elect by notice in writing to the Vendor given on or before the Date for Completion either:
- (a) to terminate this Contract; or
 - (b) to complete this Contract with compensation, in which event the Purchaser shall be entitled to such compensation as the case may require and shall not be entitled to delay completion or to withhold any part of the Purchase Price by reason of any such claim for compensation.

10 EXECUTION AND PRODUCTION OF DOCUMENTS

- 10.1 Subject to compliance by the Purchaser with the Purchaser's obligations under or by virtue of this Contract the Vendor shall as required do all acts and execute all documents necessary for the purpose of completing the sale and ensuring that the Purchaser obtains a good and valid title to the Property but all transfer documents, any declaration required pursuant to clause 4(c), and all instruments or declarations required pursuant to clause 4(d) shall be prepared by and at the expense of the Purchaser and delivered to the Vendor within a reasonable time prior to the Date for Completion.
- 10.2 If so requested by the Purchaser, the Vendor shall deliver to the Purchaser, prior to the Date for Completion, photocopies of the documents executed by the Vendor.
- 10.3 After execution of the transfer, if so requested by the Purchaser and upon payment of the usual production fee by the Purchaser, the Vendor shall cause the transfer to be tendered to the Office of State Revenue for stamping, together with any declaration referred to in clause 4(c) and thereupon the Vendor shall be deemed to have complied with the Vendor's obligations under clause 4(c).
- 10.4 If an instrument of title is required to register a transfer of the Land and the instrument of title relating to the Land also relates to other land, the Vendor shall not be obliged to deliver it to the Purchaser but shall enter into such reasonable covenants with the Purchaser as the Purchaser may require for production of the instrument of title.
- 10.5 If the instrument of title is partially cancelled the Vendor shall not be obliged to produce a separate instrument of title on completion.
- 10.6 Where either clause 10.4 or 10.5 apply, the Purchaser shall bear the cost of any new instrument of title relating to the Land.

11 INTEREST ON LATE PAYMENTS

- 11.1 Without derogating from the strict effect of clauses 3, 13 and 26 if any money (including the Deposit) payable under or by virtue of this Contract is not paid when payable such money shall bear interest from the due date for payment to the date of payment, both inclusive, at the rate stated in Item P and if no other rate is so stated at the Contract Rate (at the date the money became payable) per annum simple interest which interest shall be paid contemporaneously with the balance of the Purchase Price.
- 11.2 Any judgment for any such money shall likewise bear interest from the date of judgment to the date of payment, both inclusive.

12 DIVIDING FENCES

- 12.1 Despite anything in the *Dividing Fences Act 1953* to the contrary, the Vendor shall not be bound to contribute to the construction of any dividing fence between the Land and any adjoining land owned by the Vendor.
- 12.2 The Vendor states that at the date of this Contract there are no outstanding notices, orders or agreements with respect to the construction or repair of a dividing fence between the Land and any adjoining land under the *Dividing Fences Act 1953* or otherwise.
- 12.3 Any notice, order or agreement with respect to the construction or repair of a dividing fence between the Land and any adjoining land received given or made after the date of this Contract shall be fully complied with by the Purchaser.
- 12.4 Immediately upon receipt of a notice or order or the making of an agreement in accordance with clause 12.3, the Vendor shall give to the Purchaser a copy of the notice, order or agreement.
- 12.5 After the date of this Contract, the Vendor shall not without the prior written consent of the Purchaser give, seek or make any notice, order or agreement with respect to the construction or repair of any dividing fence between the Land and any adjoining land under the *Dividing Fences Act 1953* or otherwise.

13 PURCHASER'S DEFAULT

- 13.1 If the Purchaser:
- fails to pay the balance of the Purchase Price as provided in clause 4; or
 - fails to comply with any of the terms or conditions of this Contract;
- then the Vendor may:
- affirm this Contract; or
 - terminate this Contract.
- 13.2 If the Vendor affirms this Contract pursuant to clause 3.2 or clause 13.1, the Vendor may:
- sue the Purchaser for damages for breach or for specific performance and damages in addition to or instead of damages for breach; and
 - recover from the Purchaser as a liquidated debt the Deposit or any part of it which the Purchaser has failed to pay and shall pay the Deposit or any part of the Deposit which is recovered to the Stakeholder.
- 13.3 If the Vendor terminates this Contract pursuant to clause 3.2 or clause 13.1, the Vendor may elect to:
- declare the Deposit (or so much of it as shall have been paid) forfeited and/or sue the Purchaser for breach; or
 - declare the Deposit (or so much of it as shall have been paid) forfeited and/or resell the Property and if the resale is completed within 2 years from the date of termination any deficiency and any expense arising from such resale shall be recoverable by the Vendor from the Purchaser as liquidated damages;
- and in either case the Vendor may recover from the Purchaser as a liquidated debt the Deposit or any part of it which has not been paid by the Purchaser.
- 13.4 The rights and powers conferred upon the Vendor by this clause 13 are in addition to any other right or power which the Vendor may have at law or in equity.

14 PARTICULARS OF ADJUSTABLE ITEMS

- 14.1 Within a reasonable time after written request by the Purchaser prior to the Date for Completion, the Vendor shall deliver to the Purchaser:
- a written statement of all rates, taxes, outgoing, rents and profits not capable of discovery by search or enquiry in any office of public record or pursuant to the provisions of any statute in respect of the Property; and
 - (where the Land is subject to a Lease) a written statement disclosing to the extent the same is not disclosed in the Lease Schedule:
 - the names and postal addresses of any tenant or other occupier of the Land;

- the amounts, the due days for and the manner of payment of all periodic sums payable in respect of the Lease;
- the date to which the same shall have been paid; and
- the amounts of any Bond held from any such tenant or other occupier and the identity of the party holding such Bond.

- 14.2 If the Vendor becomes aware of any information at any time between the date of delivering any such statement and completion the effect of which is or may be to render such statement untrue in a material respect the Vendor shall immediately disclose that information to the Purchaser by notice in writing.
- 14.3 The Vendor warrants that every such statement shall be true at the Date for Completion.

15 ADJUSTMENTS

- 15.1 The Vendor shall pay or discharge all rates, taxes (including land tax) and other outgoing (except insurance premiums on insurances effected by the Purchaser) with respect to the Property up to and including the date of possession.
- 15.2 The Purchaser shall pay or discharge all rates, taxes (including land tax) and other outgoing with respect to the Property from the date of possession.
- 15.3 Except for water charges based on the quantity of water used all rates, taxes and outgoing shall be apportioned:
- in the case of those paid by the Vendor, on the amount actually paid;
 - in the case of those levied but unpaid, on the amount payable disregarding any discount for early payment;
 - in the case of those not levied but the amount can be ascertained by advice from the relevant rating and taxing authority, on the amount advised by the relevant rating and taxing authority disregarding any discount for early payment; and
 - in the case of those not levied and not ascertainable from the relevant rating and taxing authority and where a separate assessment was issued for the Land for the assessment period immediately prior to the date of possession, on the amount payable in that separate assessment disregarding any discount for early payment.
- 15.4 Any rates in the nature of water rates and which are not determined by reference to water usage shall be apportioned in accordance with clause 15.3. Any water charges based on the quantity of water used shall be adjusted in accordance with the following provisions:
- the Purchaser, at the expense of the Purchaser, shall read or procure the reading of any water meter installed on the Land no more than 5 days and no less than 3 days prior to the date of possession, and shall inform the Vendor of the results of the water meter reading;
 - the deemed water usage in litres for the whole of the current rating period for water charges ("the deemed water usage") shall be calculated as the amount which is directly proportionate to the water usage between the date of commencement of the current rating period for water charges and the date of the water meter reading referred to in clause 15.4(a) (no allowance being made for seasonal or other factors);
 - the likely assessment of water charges for the deemed water usage shall be calculated by using the method and rates then being used by the Local Government ("the likely assessment");
 - the likely assessment shall then be apportioned.
- 15.5 Land tax shall be apportioned on the basis that, as at midnight on the previous 30th June, the Vendor owned no land other than the Vendor's interest in the Land and was a natural person resident in Queensland.
- 15.6 If at the date of possession there is not a separate unimproved value of the Land in effect under the *Valuation of Land Act 1944*, then land tax shall be apportioned on a deemed unimproved value which shall equal $(A \times B) \div C$, where A is the

unimproved value in effect under the *Valuation of Land Act 1944* for the parcel of which the Land forms part, B is the area of the Land and C is the area of that parcel.

15.7 Without derogating from the provisions of clause 15.1, if the Vendor is unable to obtain a certificate stating that the Land is not liable for land tax for the year current at the date of possession or any year or years up to and including 30th June immediately preceding the date of possession and the Commissioner of Land Tax specifies, in writing, to the Purchaser or the Purchaser's solicitor that (or anything to the effect that) it would be prudent to hold an amount of money until a certificate of clearance issues for those years, then, on or before the date of possession, the Vendor shall pay the amount ("retention amount") to a solicitor to be held as security for the payment of land tax for those years and shall procure and deliver to the Purchaser, on the date of possession, a written undertaking, addressed to the Purchaser by that solicitor, in or to the effect of the following form:

1. I/We acknowledge that the amount of \$..... (retention amount) has been paid to me/us under clause 15.7 of a Contract dated the day of 20.... between as Vendor and you as the Purchaser for the sale of property situate at
2. On instructions from the Vendor, I/we undertake to hold the retention amount, as solicitor/s for the Vendor, in my/our trust account either:
 - (a) to pay land tax up to and including the year 20.... under clause 15 of the Contract; or
 - (b) until such land tax has otherwise been paid by or on behalf of the Vendor.
3. Except where I/we have made a payment pursuant to paragraph 2(a), I/we undertake to notify the Commissioner of Land Tax, immediately, that the retention amount has been paid to me/us for the purposes mentioned above.
4. If the Commissioner of Land Tax requires me/us to pay the retention amount or any part of it to him I/we undertake to make the payment immediately.
5. If:
 - (a) I/we do not pay land tax under paragraph 2(a);
 - (b) I/we are not required to make the payment referred to in paragraph 4;
 - (c) the Vendor does not otherwise pay or cause land tax to be paid up to and including the year referred to; and
 - (d) the land tax or some part of it is paid by you under some lawful requirement;

I/we undertake to indemnify you out of the retention amount (up to but not exceeding the amount held by me/us for the time being upon this undertaking) for any land tax so paid by you (less any sum which you are liable to pay under clause 15.2).

15.8 The Vendor instructs any solicitor acting for the Vendor in the conveyance to give the undertaking referred to in clause 15.7 and agrees that the Vendor shall be bound, personally, by the terms of the undertaking and will not require the payment to the Vendor of the retention amount or any part of it until land tax has been paid up to and including the year referred to.

RENTS AND PROFITS, GUARANTEES AND BONDS

16.1 The rents and profits with respect to the Property shall benefit the Vendor up to and including the date of possession and thereafter shall benefit the Purchaser and shall be dealt with as follows:

- (a) all unpaid rents and profits in respect of any period terminating on or prior to the date of possession shall not be apportioned between the parties on completion but shall be recoverable by the Vendor in accordance with clause 16.3;

- (b) all rents and profits paid in advance of the date of possession shall be apportioned between the parties on completion;
- (c) all rents and profits payable in respect of any period current at the date of possession which have not been paid at the Date for Completion shall be apportioned when received by either party.

16.2 If on completion a deduction is made in respect of any Bond, the Purchaser shall following completion keep the Vendor indemnified in that respect.

16.3 The Vendor assigns to the Purchaser, subject to the completion of this Contract and with effect from the Date for Completion, the benefit of all conditions contained in any Leases on the part of the tenant or other occupier of the Land given in favour of the Vendor or any predecessors in title of the Vendor together with the benefit of all terms and conditions contained in the Service Contracts (subject to the consent of the Service Contractor) and the benefit of all Guarantees or Bonds capable of assignment held by the Vendor in respect of the Leases provided that all unpaid rents and profits in respect of any period terminating on or prior to the date of possession not apportioned upon completion shall not be assigned to the Purchaser but be recoverable by the Vendor and to that extent section 117 of the *Property Law Act 1974* shall not apply. The Purchaser agrees to retain records relating to the Leases and to produce the Leases and any records relating to the Leases in any proceedings commenced by the Vendor to recover any unpaid rents and profits.

16.4 The Vendor shall prepare and execute appropriate notices to give effect to the assignments in clause 16.3.

17 LIABILITY OF PURCHASER

17.1 The Property shall be at the risk of the Vendor until 5:00pm on the next Business Day after the date of this Contract and then the risk shall pass to the Purchaser. The Vendor whilst continuing in possession will use the Property with reasonable care.

17.2 From the date of this Contract until completion, the Vendor shall use best endeavours to administer the Property and properly enforce the Leases in accordance with the usual practice of the Vendor. Should any matter or circumstance arise which may materially affect the proper performance of the terms of any Lease by any party, the Vendor shall immediately notify the Purchaser in writing.

17.3 In addition to the obligations contained in clause 17.2, the Vendor shall not without the prior written consent of the Purchaser which shall not be unreasonably withheld:

- (a) accept or agree to accept a surrender of any Lease;
- (b) grant any Lease for any part of the Property which is vacant at the date of this Contract or which may become vacant prior to completion;
- (c) consent to the variation of any Lease, proposed assignment or any other dealing concerning any Lease; or
- (d) negotiate or set new Rent.

18 ACCESS

18.1 The Vendor shall permit the Purchaser or any person authorised by the Purchaser to enter the Property on the Date for Completion for the purpose of checking the inventory of chattels (if any) and ascertaining the existence and state of repair of the Property.

18.2 The Vendor shall permit any person authorised by the Purchaser in writing upon reasonable written notice to enter the Property on one occasion for the purposes of reading any water, gas, electricity or other meter.

19 CONSENTS

If any consent is required by statute to the sale or the performance of any obligation under or by virtue of this Contract, this Contract is subject to such consent being given and the party who is required, by the statute, to obtain such consent ("Applicant") shall apply for the consent and pursue

the application. The Applicant shall pay all costs and fees (other than the other party's solicitor's) in respect of the application. The other party shall if and when required by the Applicant immediately join in the application and/or shall supply such information as shall be reasonably required in support of the application. If the consent is refused or not granted by the Date for Completion then either party may by notice in writing to the other terminate this Contract.

20. REQUIREMENTS OF AUTHORITIES

- 20.1 If it is established that at the date of this Contract the Local Government has given to the Vendor or some other person a notice in writing pursuant to sections 21 and 22 of the *Building Act 1975* in respect of any building or structure on the Land and the notice is current at the Date for Completion the Purchaser may by notice in writing to the Vendor given on the Date for Completion terminate this Contract.
- 20.2 Except for any notice referred to in clause 20.1, any valid notice or order issued pursuant to any statute or by any Local Government or Court necessitating the doing of work or the expenditure of money on or in relation to the Property or any path or road adjoining the Land:
- if issued before the date of this Contract shall be fully complied with by the Vendor in a proper and workmanlike manner on or before the Date for Completion; or
 - if issued on or after the date of this Contract shall be fully complied with by the Purchaser who shall indemnify the Vendor in respect of the compliance with the notice or order.

If without default of the Purchaser this Contract is terminated, the Vendor shall pay to the Purchaser on demand any amount expended by the Purchaser in complying with any notice or order which was of the nature of a capital expenditure or has resulted in a benefit to the Vendor.

21. PROPERTY ADVERSELY AFFECTED

- 21.1 If it is established that at the date of this Contract:
- the use of the Property as described in Item H was not lawful under any town planning scheme;
 - the access to the Land is other than by way of an adjoining road dedicated for public use as a road or by way of a registered easement to a road dedicated for public use;
 - the Land was affected by a proposal of any competent authority for the re-alignment, widening, resiting or altering of the then level or direction of any road or railway abutting the Land;
 - any electricity, telephone, water supply, sewerage or drainage service to the Land which passes through other land is not protected by a registered easement or by statutory authority;
 - there is current in respect of the whole or part of the Land, a notice to treat or notice of intention to resume issued by a competent authority;
 - the Property is dedicated as a protected area of any class mentioned in section 14 of the *Nature Conservation Act 1992* or is affected by a conservation agreement or conservation plan pursuant to that Act;
 - there exists any claim for an interest in the Property by any Australian Aboriginal people pursuant to the *Aboriginal Land Act 1991*, the *Native Title Act 1993 (Cth)* or the *Native Title (Queensland) Act 1993*; or
 - the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
- and any such facts are not disclosed in this Contract the Purchaser may by notice in writing to the Vendor given on or before the Date for Completion terminate this Contract.
- 21.2 The Vendor authorises the Purchaser or the Purchaser's solicitor to inspect all records relating to the Property held by the Local Government or other body maintaining any such records and will if requested by the Purchaser sign an appropriate authority

to the Local Government or other body for the purposes of this clause 21.

22. NO WARRANTY ON PRESENT USE

No warranty is implied that the use of the Property as described in Item H is permissible under any town planning scheme and no compensation is payable if the particulars stated in Item H are not correct.

23. COSTS

The parties shall pay their own costs of and incidental to the sale and purchase but all stamp duty on this Contract and any duty in respect of the conveyance by the Vendor to the Purchaser shall be paid by the Purchaser and if not paid by the Purchaser may be paid by the Vendor and recovered from the Purchaser as a liquidated debt.

24. MERGER

Despite completion and despite the registration of the transfer in favour of the Purchaser, any general or special condition (or any part or parts thereof) to which effect is not given by completion or registration and which is capable of taking effect after completion or registration shall remain in full force and effect.

25. TIME AND PLACE FOR COMPLETION

- 25.1 Completion shall be effected at such time and place as may be agreed upon by the parties. The time for completion shall be between the hours of 9:00am and 5:00pm on the Date for Completion. Despite any agreement by the parties as to a specific time for completion the provisions of clause 26 do not apply in respect of that time. In the absence of agreement as to place, completion shall be effected at:
- the office of the solicitor for the Vendor in the city or town named in Item R; or
 - if the Vendor has no solicitor in that city or town the office of the solicitor for the Purchaser in the city or town named in Item R; or
 - in any case not provided for in clause 25.1(a) or clause 25.1(b) the appropriate office provided for by section 61(2)(c) of the *Property Law Act 1974*.
- 25.2 Despite clause 25.1 if a mortgage is to be discharged on completion the Vendor may by notice in writing to the Purchaser given not less than 2 Business Days prior to the Date for Completion require completion to take place at the office of the Vendor's mortgagee in the city or town named in Item R or if such mortgagee does not have an office in that city or town at the office of such mortgagee in Queensland nearest to that city or town.
- 25.3 If the Date for Completion falls on a Saturday, a Sunday or a public holiday in the place for completion then unless Item Q expressly designates such date a Saturday or Sunday or by the name of the public holiday, completion shall be effected:
- on such other day as may be agreed by the parties; or
 - in default of agreement then on the Business Day next following the Date for Completion.

26. TIME OF THE ESSENCE

Except as otherwise provided in this Contract, time shall be deemed to be of the essence of the Contract.

27. NOTICES, COMMUNICATIONS, AUTHORITY, DIRECTIONS, ETC

- 27.1 Any document and any notice in writing or other written communication required or desired to be given by one party to the other under or pursuant to this Contract or concerning this Contract may be:
- given by the solicitor for the party intending to give it;
 - given to the other party's solicitor;
- any such notice, if to the Vendor pursuant to clause 31 may be given to the Vendor's Agent as if the Vendor's Agent was a party and in the manner provided in this clause 27 for the giving of written notice by one party to the other party.

- 27.2 Any such notice or other communication may be signed by the solicitor for the party on whose behalf it is to be given.
- 27.3 Any such document, notice or other communication shall be deemed to have been given by one party to the other if:
- delivered to the other party or the other party's solicitor personally;
 - left for the other party at that party's address for notices;
 - posted to the other party by pre-paid mail in an envelope addressed to that party at that party's address for notices;
 - left for the other party's solicitor at the usual or last known place of business of that solicitor;
 - posted to the other party's solicitor by prepaid mail in an envelope addressed to that solicitor at the usual or last known place of business of that solicitor.
- 27.4 For the purposes of this clause 27, a party's address for notices shall in the case of the Vendor be the address specified in Item C and in the case of the Purchaser shall be the address specified in Item E.
- 27.5 Any such document, notice or other communication so sent by post shall be deemed to have been given at the time when by the ordinary course of post it would have been delivered.
- 27.6 Any copy of a document, notice in writing or other communication required or desired to be given by one party to the other party under or pursuant to this Contract or concerning this Contract may be given by transmitting a facsimile copy thereof via the telephone network to the address for notices of the other party or to the usual or last known place of business of that party's solicitor and shall be deemed to have been given (unless the contrary is shown) upon the date and at the time contained in any transmission confirmation report which contains the identification code of the person to whom it was intended to be transmitted and which indicates that the transmission was received without error.
- 27.7 If a document or a copy of a document or a notice in writing or other written communication is given after 5:00pm on any Business Day and before 9:00am on the next following Business Day by one party or one party's solicitor to the other party or the other party's solicitor and its receipt is not acknowledged by the other party or the other party's solicitor during that period, it shall be deemed to have been given at 9:00am on that next following Business Day.
- 27.8 As between the parties, a document or a copy of a document and a notice in writing or other written communication given by one party's solicitor to the other party or to the other party's solicitor shall be deemed to be given with the authority of the party whose solicitor gives it and, without limiting the generality of the foregoing, any such notice or other written communication of an agreement to vary the Date for Completion or the approval date stated in Item T shall be deemed to be given with the authority of the party whose solicitor gives it.
- 27.9 Any money payable by the Purchaser or the Stakeholder to the Vendor shall be paid to the Vendor or as the Vendor's solicitor shall direct in writing.

28 REMOVAL OF FIXTURES FITTINGS AND CHATTELS

- 28.1 Unless otherwise agreed between the parties any property not sold under this Contract (other than property of any tenant or other occupier of the Land) shall be removed from the Land prior to delivery of possession.
- 28.2 The Vendor shall at the Vendor's own expense reinstate and make good prior to delivery of possession any damage done to the improvements in removing that property and if the Vendor fails to do so the Purchaser may do so and recover the costs of so doing from the Vendor as a liquidated debt.
- 28.3 Any of that property not so removed shall be deemed abandoned by the Vendor and the Purchaser may without prejudice to any other remedy complete this Contract and appropriate or remove or otherwise dispose of that property as the Purchaser thinks fit.
- 28.4 Any costs incurred by the Purchaser in removing that property or in making good any damage done to the improvements in

such removal may be recovered by the Purchaser from the Vendor and the Vendor shall indemnify and hold indemnified the Purchaser from and against all claims, demands, actions, costs, judgments and expenses which the Purchaser may suffer or incur by reason of any other person claiming any interest in that property.

29 CHATTELS

- 29.1 Title to any chattels agreed to be sold by or under this Contract shall pass at completion.
- 29.2 The Vendor assigns to the Purchaser subject to the completion of this Contract and with effect from the Date for Completion, the benefit of all warranties capable of assignment held by the Vendor in respect of the chattels agreed to be sold. The Vendor shall deliver to the Purchaser at completion all documents in the possession or control of the Vendor evidencing the warranties referred to in this clause which would be sufficient to enable the Purchaser to enforce those warranties.

30 APPOINTMENT OF AGENT

In the absence of any specific appointment the Vendor by executing this Contract confirms the appointment of the Vendor's Agent (jointly with any other agent in conjunction with whom the Vendor's Agent has sold) as the agent of the Vendor to introduce a buyer.

31 FINANCE CLAUSE

- 31.1 If Items S, T and U are not deleted, this Contract is subject to the Purchaser obtaining from the lender or class of lender specified in Item S on or before the approval date specified in Item T approval of a loan not being less than the amount of loan specified in Item U on terms and conditions satisfactory to the Purchaser and if the Purchaser does not obtain such approval for any reason not being attributable to the Purchaser's own default, the Purchaser may terminate this Contract by notice in writing given to the Vendor.
- 31.2 The Purchaser shall take all steps reasonably necessary to obtain such approval, and the onus of establishing this shall be upon the Purchaser.
- 31.3 The Purchaser may waive the benefit of the condition contained in clause 31.1 by giving notice in writing to the Vendor within 2 Business Days from the approval date.
- 31.4 If the Purchaser obtains such approval the Purchaser shall give notice in writing of such approval to the Vendor promptly and in any event within 2 Business Days from the approval date.
- 31.5 If the Purchaser:
- neither terminates this Contract pursuant to clause 31.1 nor waives pursuant to clause 31.3 the benefit of the condition contained in clause 31.1; and
 - does not give notice pursuant to clause 31.4 that the Purchaser has obtained such approval;
- within 2 Business Days from the approval date then, instead of any other remedy available to the Vendor by reason of the failure of the Purchaser to fulfil the Purchaser's obligations under this clause 31 and despite any continuing right which the Purchaser may have to terminate this Contract under clause 31.1, the Vendor may at the Vendor's option, by notice in writing to the Purchaser (which notice shall specify that it is given pursuant to this clause 31.5) terminate this Contract.

32 PROPERTY SOLD SUBJECT TO LEASES AND SERVICE CONTRACTS

32.1 Vendor's Statement

Where the Property is sold subject to any Lease or Service Contract, the Vendor states that, except as disclosed in this Contract, each of the following statements shall be accurate at the Date for Completion:

- the particulars in the Lease Schedule and the Service Contract Schedule are true and correct;
- that no circumstances exist as far as the Vendor is aware that would render any Lease liable to forfeiture nor has the Vendor agreed to a surrender of any Lease;

- (c) that all Leases and Service Contracts have been disclosed to the Purchaser prior to execution of this Contract;
- (d) the Vendor is not aware of any breach by the Vendor of any Lease or Service Contract;
- (e) where any of the Leases are "existing retail shop leases" or "retail shop leases" within the meaning of section 5 of the *Retail Shop Leases Act 1994* ("Act"), the following further statements by the Vendor apply:
 - (i) as far as the Vendor is aware the Vendor has in all respects complied with the Act in relation to the Leases;
 - (ii) no Lease is subject to an existing or renewed retail tenancy dispute within the meaning of the Act;
 - (iii) there are no mediation agreements, Retail Shop Leases Tribunal proceedings or Orders in existence in respect of any Lease;
 - (iv) no tenant has notified the Vendor requesting the right to renew any Leases for a further period;
 - (v) no tenant has made a claim upon the Vendor to pay compensation for loss or damage suffered by the tenant by virtue of section 43 of the Act nor are there any circumstances existing to the Vendor's knowledge which might give rise to a claim for such compensation.

32.2 Inaccurate Statement

If a statement contained in clause 32.1 is not accurate then the Purchaser may terminate this Contract by notice in writing to the Vendor.

32.3 Acceptance of Lease and Service Contract Terms

- (1) Within 7 days of the date of this Contract, the Vendor will deliver to the Purchaser or the Purchaser's solicitor true copies of all Leases and Service Contracts together with a written statement that they constitute the whole of every agreement or arrangement with each of the tenants stated in those Leases or with each of the Service Contractors in those Service Contracts.
- (2) If:
 - (a) the Vendor does not deliver to the Purchaser or the Purchaser's solicitor true copies of all Leases and Service Contracts pursuant to clause 32.3(1); or
 - (b) true copies of all Leases and Service Contracts have been delivered pursuant to clause 32.3(1) and the Purchaser is not satisfied with any of the terms and conditions of any Lease or Service Contract,
 then in the case of clause 32.3(2)(a) the Purchaser shall be entitled to terminate this Contract by notice in writing to the Vendor or in the case of clause 32.3(2)(b) the Purchaser shall be entitled to terminate this Contract by written notice to the Vendor within 7 days from the date upon which all Leases and Service Contracts have been delivered.
- (3) If the Purchaser does not give written notice to the Vendor pursuant to clause 32.3(2)(a) or clause 32.3(2)(b), the Purchaser agrees to be bound by the terms and conditions of each Lease and Service Contract disclosed by the Vendor in the Lease Schedule and Service Contract Schedule from the Date for Completion as if the Purchaser were named as lessor in such Lease or as a contracting party in such Service Contract in substitution for the Vendor.
- (4) With respect to Service Contracts, clause 32.3(3) will apply subject to the consent of the Service Contractor.
- (5) The amounts paid or payable in respect of the Service Contracts shall be outgoing for the purposes of clause 15 and shall be apportioned accordingly.

33 FOREIGN INTERESTS

The Purchaser warrants that:

- (a) the Purchaser is not a "foreign person" within the meaning of section 21A of the *Foreign Acquisitions and Takeovers Act 1975* as the meaning of that expression is extended by the operation of section 4(6) of that Act; and

- (b) the Purchaser is not a "person to whom this section applies" within the meaning of that expression in section 26A of the *Foreign Acquisitions and Takeovers Act 1975* as that section is affected by section 5A of that Act.

34 GOODS AND SERVICES TAX

34.1 Definitions

Words and phrases defined in the GST Act have the same meaning in this Contract unless the context indicates otherwise.

34.2 Items Schedule and Notes

The Items Schedule and the Notes to Completion are part of this clause 34.

34.3 Taxable Supply

This clause 34 applies where the transaction is:

- (a) a Taxable Supply; or
- (b) not a Taxable Supply because it is the Supply of a Going Concern.

34.4 Purchase Price Includes GST

If this clause 34.4 applies, the Purchase Price includes the Vendor's liability for GST on the Supply of the Property. The Purchaser is not obliged to pay any additional amount to the Vendor on account of GST on the Supply of the Property.

34.5 Purchase Price Does Not Include GST

If this clause 34.5 applies, the Purchase Price does not include the Vendor's liability for GST on the Supply of the Property. The Purchaser must on the Date for Completion pay to the Vendor in addition to the Purchase Price an amount equivalent to the amount payable by the Vendor as GST on the Supply of the Property.

34.6 Margin Scheme

Warning: The Vendor is warranting that the Margin Scheme can apply. If in doubt about using the Margin Scheme you should seek professional advice.

If this clause 34.6 applies:

- (a) the Purchase Price includes the Vendor's liability for GST on the Supply of the Property. The Purchaser is not obliged to pay any additional amount to the Vendor on account of GST on the Supply of the Property;
- (b) the Vendor:
 - (i) must apply the Margin Scheme to the Supply of the Property; and
 - (ii) warrants that the Margin Scheme is able to be applied;
- (c) if the Vendor breaches clause 34.6(b)(i) or its warranty under clause 34.6(b)(ii) then:
 - (i) the Purchaser may terminate this Contract if it becomes aware of the breach prior to the Date for Completion;
 - (ii) if the Purchaser does not terminate this Contract under clause 34.6(c)(i) or does not become aware of the breach until after the Date for Completion, it must pay to the Vendor an amount equal to the Input Tax Credit which the Purchaser will receive for GST payable for the Supply of the Property. Payment must be made when the Purchaser receives the benefit of the Input Tax Credit;
 - (iii) the Purchaser is entitled to compensation from the Vendor if there is a breach of clause 34.6(b).

34.7 If the Supply is a Going Concern

Warning: The parties are providing certain warranties under this clause. If there is doubt about whether there is a Supply of a Going Concern you should seek professional advice.

If this clause 34.7 applies:

- (a) the Purchase Price does not include any amount for GST;
- (b) the parties agree the Supply of the Property is a Supply (or part of a Supply) of a Going Concern;
- (c) the Vendor warrants that:
 - (i) between the date of this Contract and the Date for Completion the Vendor will carry on the Enterprise; and

- (ii) the Property (together with any other things that must be provided by the Vendor to the Purchaser at the Date for Completion under a related agreement for the same Supply) is all of the things necessary for the continued operation of the Enterprise;
- (d) the Purchaser warrants that at the Date for Completion it is Registered or Required to be Registered under the GST Act;
- (e) if either of the warranties in clause 34.7(c) is breached:
 - (i) the Purchaser may terminate this Contract if it becomes aware of the breach prior to the Date for Completion;
 - (ii) if the Purchaser does not terminate this Contract then, at the Date for Completion, the Purchaser must pay to the Vendor the amount payable by the Vendor as GST on the Supply of the Property;
 - (iii) if the Purchaser does not become aware of the breach until after the Date for Completion, it must pay to the Vendor an amount equal to the Input Tax Credit which the Purchaser will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Purchaser receives the benefit of the Input Tax Credit;
 - (iv) the Purchaser is entitled to compensation from the Vendor if there is a breach of the warranty;
- (f) if the warranty in clause 34.7(d) is not correct the Purchaser must pay to the Vendor an amount equal to the GST payable in respect of the Supply of the Property.

- Payment must be made at the Date for Completion or, if completion has occurred, immediately on demand;
- (g) if for any reason other than a breach of a warranty by the Vendor or the Purchaser this transaction is not a Supply of a Going Concern, the Purchaser must pay to the Vendor the amount payable by the Vendor as GST on the Supply of the Property. Payment must be made at the Date for Completion or, if completion has occurred, immediately on demand.

34.8 Adjustments

Where this Contract requires an adjustment or apportionment of outgoings or rent and profits of the Property, that adjustment or apportionment must be made on the amount of the outgoing, rent or profit exclusive of GST.

34.9 Tax Invoice

Where GST is payable on the Supply of the Property, the Vendor must give to the Purchaser a Tax Invoice at the Date for Completion.

34.10 No Merger

To avoid doubt, the clauses in this clause 34 do not merge on completion.

34.11 Remedies

The remedies provided in clauses 34.6(c), 34.7(e) and 34.7(f) are in addition to any other remedies available to the aggrieved party.

NOTES AND WARNINGS

NB. where any specific items are not required delete and initial

- Insert, in Item A, the date of signing by the last party to sign.
 - Describe, in Item H, the actual use presently being made of the Land and/or the improvements, e.g. commercial etc.
 - Refer to clause 21.1(a). **Before this Contract is signed the Vendor should ensure that the present use described in Item H is a lawful use.** For example, if a business is being carried on at a dwelling house in a residential zone, that use may be unlawful unless town planning consent exists. This warning applies whether the Purchaser intends to continue the use stated in Item H or not. If the use is not lawful or if there is a doubt about the use, this should be drawn to the Purchaser's attention and, if the Purchaser agrees, a special condition should be inserted in this Contract so as to modify or avoid the operation of clause 21.1(a).
 - If freehold, do not complete "Type of Holding" or "Lease No".
 - Describe in general terms, e.g. factory, warehouse etc.
 - Particulars should be inserted in the Lease Schedule and the Service Contract Schedule.
 - The Contract Rate is published each month in "The Proctor".
 - If this Contract is to be subject to finance then Items S, T and U must be completed in every respect and Item V must be deleted and initialled.
- If this Contract is not to be subject to finance Items S, T and U must be deleted and initialled and Item V shall apply.
- If known, state name of lender in Item S. If not known, state class (e.g. trading bank, savings bank, building society, insurance company, credit union, or other class of lending institution). Do not insert the words "finance

company" but insert the specific name (or names) of a finance company.

The date in Item T should be at least 14 days prior to the Date for Completion.

The dollar amount of the loan being sought must be inserted in Item U. Do not insert the words "sufficient to complete this purchase" or words of a similar effect.

The Stakeholder should sign with his or her personal signature.

If the Stakeholder is a partnership, a member of the partnership should sign in the partnership name.

If the Stakeholder is a company, the acknowledgement should be sealed by use of the common seal in accordance with the company's articles of association. It would be sufficient in the latter case if it is signed by a director or other person who holds general authorisation to execute acknowledgements of the Stakeholder on behalf of the company.

A Vendor which is a corporation should note that to ensure the Property is free from Encumbrances it may be necessary to provide evidence at completion that the Property has been released from or is not subject to a fixed charge given by the Vendor.

If this Contract is to be made subject to the approval of the Commonwealth Treasurer being obtained, a special condition should be inserted in this Contract so as to modify or avoid the operation of clause 33.

This form was adopted by The Real Estate Institute of Queensland Limited April 2001

This form was approved by the Queensland Law Society Incorporated April 2001

YARALLA SPORTS CLUB PROPOSED CINEMAS

O'CONNEL STREET
BARNEY POINT QLD 4680
LOT 162 on SP 247424
GLADSTONE
58,960 m²

NOTES

GENERALLY

- 1A. DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE SPECIFICATION FOR FULL EXTENT OF WORKS.
- 1B. ANY DISCREPANCIES IN THE DOCUMENTATION ARE TO BE RAISED WITH THE ARCHITECT FOR CLARIFICATION PRIOR TO CONSTRUCTION AND/OR FABRICATION.
- 1C. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANTS' DOCUMENTATION FOR FULL EXTENT OF WORKS.
- 1D. CONTRACTOR TO CONFIRM ALL DIMENSIONS ON SITE PRIOR TO CONSTRUCTION AND/OR FABRICATION.
- 1E. CONSTRUCTION RELATED SITE ACCESS, CONTRACTOR AREAS AND HOARDING LOCATIONS SHALL BE NEGOTIATED WITH THE PRINCIPAL PRIOR TO POSSESSION OF SITE.
- 1F. ALL WORKS TO BE CARRIED OUT IN ACCORDANCE WITH THE NATIONAL CONSTRUCTION CODE, ALL RELEVANT AUSTRALIAN STANDARDS AND LOCAL AUTHORITY BY-LAWS.
- 1G. THE FACILITY WILL BE OCCUPIED AND TRADING THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL LIMIT ANY DISTURBANCE TO THE FACILITY, ITS TRADE AND OCCUPANTS. EXISTING SERVICES REQUIRED FOR THE PURPOSE OF TRADING SHALL NOT BE INTERRUPTED WITHOUT REASONABLE PRIOR NOTICE AND APPROVAL BY THE PRINCIPAL.
- 1H. THE CONTRACTOR SHALL ARRANGE FOR A SITE SURVEY TO CONFIRM THE EXISTING FINISHED FLOOR LEVELS AND CONFIRM ALL NEW FINISHED FLOOR LEVELS PRIOR TO THE COMMENCEMENT OF ANY WORKS.

CEILING

- 2A. CEILING HEIGHTS NOTED RELATE TO HEIGHT ABOVE FINISHED FLOOR LEVEL.
- 2B. THE CONTRACTOR IS TO COORDINATE ELECTRICAL AND MECHANICAL SERVICES LAYOUTS AND ADVISE THE ARCHITECT OF ANY DISCREPANCIES PRIOR TO THE FABRICATION AND INSTALLATION OF ANY ITEMS.
- 2C. WHERE NOT NOTED IN THE DOCUMENTS, THE CONTRACTOR IS TO ALLOW FOR ACCESS PANELS AS REQUIRED FOR ALL ELECTRICAL AND MECHANICAL SERVICES TO COMPLETE THE WORKS. THE CONTRACTOR IS TO VERIFY THE LOCATION OF ALL ACCESS PANELS ON SITE PRIOR TO FABRICATION AND INSTALLATION.
- 2D. MAKE GOOD EXISTING CEILINGS WHERE DAMAGED FOR NEW WORKS. THIS INCLUDES, BUT IS NOT LIMITED TO THE INSTALLATION OF SERVICES AND/OR BUILDING WORKS AS REQUIRED TO COMPLETE THE NEW WORKS. ALLOW FOR NEW PAINT FINISH TO THE ENTIRE AREA WHERE CEILINGS ARE PATCHED.

ROOF

- 3A. THE CONTRACTOR IS TO FLASH AND SEAL ALL PENETRATIONS THROUGH THE ROOF SHEETING TO ENSURE THE ROOF IS WATERTIGHT UPON COMPLETION.
- 3B. REFER TO THE SPECIFICATION FOR ROOF ACCESS, ANCHOR POINTS AND SAFETY SYSTEM.
- 3C. THE CONTRACTOR IS TO INSPECT THE ROOF PRIOR TO THE ACCEPTANCE OF THE CONTRACT. THE CONTRACTOR IS TO ALLOW FOR THE RECTIFICATION OF ANY VISIBLE DAMAGE TO THE EXISTING ROOFS AS THEY ARE FOUND DURING THE TENDER PERIOD.

INTERIOR

- 4A. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE SPECIFICATION. WHERE THERE IS ANY DISCREPANCY IN SIZES NOMINATED IN THE SPECIFICATION AND THE DRAWINGS THE CONTRACTOR SHALL ALLOW FOR THE GREATER.
- 4B. THE CONTRACTOR IS TO CONFIRM THE DIMENSIONS OF ALL EQUIPMENT AND APPLIANCES WITH THE PRINCIPAL PRIOR TO FABRICATION OF ANY JOINERY, FURNITURE, KITCHENS, BARS ETC. THAT REQUIRE THIS COORDINATION. THERE SHALL BE NO EXTRAS GIVEN FOR FAILURE TO COORDINATE.
- 4C. THE CONTRACTOR IS TO PROVIDE ADEQUATE SUPPORT AND FRAMING AS REQUIRED TO ENSURE THAT NO BOWING OF MATERIALS OCCURS OVER TIME.
- 4D. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE SPECIFICATION AND OTHER CONSULTANTS DOCUMENTS (MECHANICAL, ELECTRICAL, KITCHEN & BARS ETC) TO ENSURE COORDINATION WITH ALL LIGHTING, VENTILATION AND OTHER EQUIPMENT THAT IS INTEGRATED INTO JOINERY AND THE WORKS. THERE SHALL BE NO EXTRAS GIVEN FOR FAILURE TO COORDINATE.

ABBREVIATIONS LEGEND

| | |
|------|--------------------------------|
| A/C | AIR CONDITIONING |
| A/P | ACCESS PANEL |
| AF | APRON FLASHING |
| AFLL | ABOVE FINISHED FLOOR LEVEL |
| AHD | AUSTRALIAN HEIGHT DATUM |
| AL | ALUMINIUM |
| AS | AUSTRALIAN STANDARD |
| BF | BARGE FLASHING |
| BG | BOX GUTTER |
| BH | BULKHEAD |
| BLK | BLOCKWORK |
| BLD | BOLLARD |
| BMT | BASE METAL THICKNESS |
| BR | BRICKWORK |
| CFC | COMPRESSED FIBRE CEMENT |
| CH | CEILING HEIGHT |
| CHS | CIRCULAR HOLLOW SECTION |
| CJ | CONTROL JOINT |
| CL | CENTRE LINE |
| CONC | CONCRETE |
| COS | CONFIRM ON SITE |
| CPT | CARPET |
| CT | CERAMIC TILE |
| CTS | CENTRES |
| D | DOOR |
| DAR | DRESSED ALL ROUND |
| DIA | DIAMETER |
| DP | DOWNPIPE |
| EF | EPOXY FLOORING |
| EG | EAVES GUTTER |
| EQ | EQUAL |
| EX | EXISTING |
| FC | FIBRE CEMENT |
| FFL | FINISHED FLOOR LEVEL |
| FG | FIXED GLASS |
| FL | FIRE RESISTANCE LEVEL |
| FT | FLOOR TILE |
| GFA | GROSS FLOOR AREA |
| GL | GLASS |
| HB | HAND BASIN |
| HD | HAND DRYER |
| HDG | HOT DIP GALVANISED |
| HWD | HARDWOOD |
| KP | KICK PLATE |
| LM | LAMINATE |
| MDF | MEDIUM DENSITY FIBREBOARD |
| MF | METAL FINISH |
| MIR | MIRROR |
| MRS | METAL ROOF SHEET |
| MWS | METAL WALL SHEET |
| NCC | NATIONAL CONSTRUCTION CODE |
| NGL | NATURAL GROUND LINE |
| NTS | NOT TO SCALE |
| PB | PLASTERBOARD |
| PF | PAINT FINISH |
| PFC | PARALLEL FLANGE CHANNEL |
| PLY | PLYWOOD |
| O/H | OVERHEAD |
| RD | ROLLER DOOR |
| RF | RIDGE FLASHING |
| RHS | RECTANGULAR HOLLOW SECTION |
| RL | REDUCED LEVEL |
| Rw | WEIGHTED SOUND REDUCTION INDEX |
| RWH | RAINWATER HEAD |
| S | SUMP |
| SD | SOAP DISPENSER |
| SFL | STRUCTURAL FINISHED LEVEL |
| SHS | SQUARE HOLLOW SECTION |
| SK | SKIRTING |
| SL | STRUCTURAL LEVEL |
| SS | STAINLESS STEEL |
| SSS | STAINLESS STEEL SINK |
| ST | STONE |
| T | TIMBER |
| TBA | TO BE ADVISED |
| TH | THRESHOLD |
| TP | TOILET PARTITION |
| TRH | TOILET ROLL HOLDER |
| TV | TIMBER VENEER |
| TYP | TYPICAL |
| UB | UNIVERSAL BEAM |
| UC | UNIVERSAL COLUMN |
| U/G | UNDERGROUND |
| UNO | UNLESS NOTED OTHERWISE |
| UPH | UPHOLSTERY |
| UR | URINAL |
| U/S | UNDERSIDE |
| VF | VINYL FLOORING |
| W | WINDOW |
| WC | TOILET |
| WP | WALLPAPER |
| WT | WALL TILE |

AREAS

| | |
|------------------------------|---------|
| EXISTING SPORTS CLUB | 4260M2 |
| EXISTING FITNESS CENTRE | 920SQM |
| EXISTING MOTEL ACCOMMODATION | 3200SQM |
| PROPOSED CINEMA | 1306SQM |

CAR PARKING SCHEDULE - EXISTING

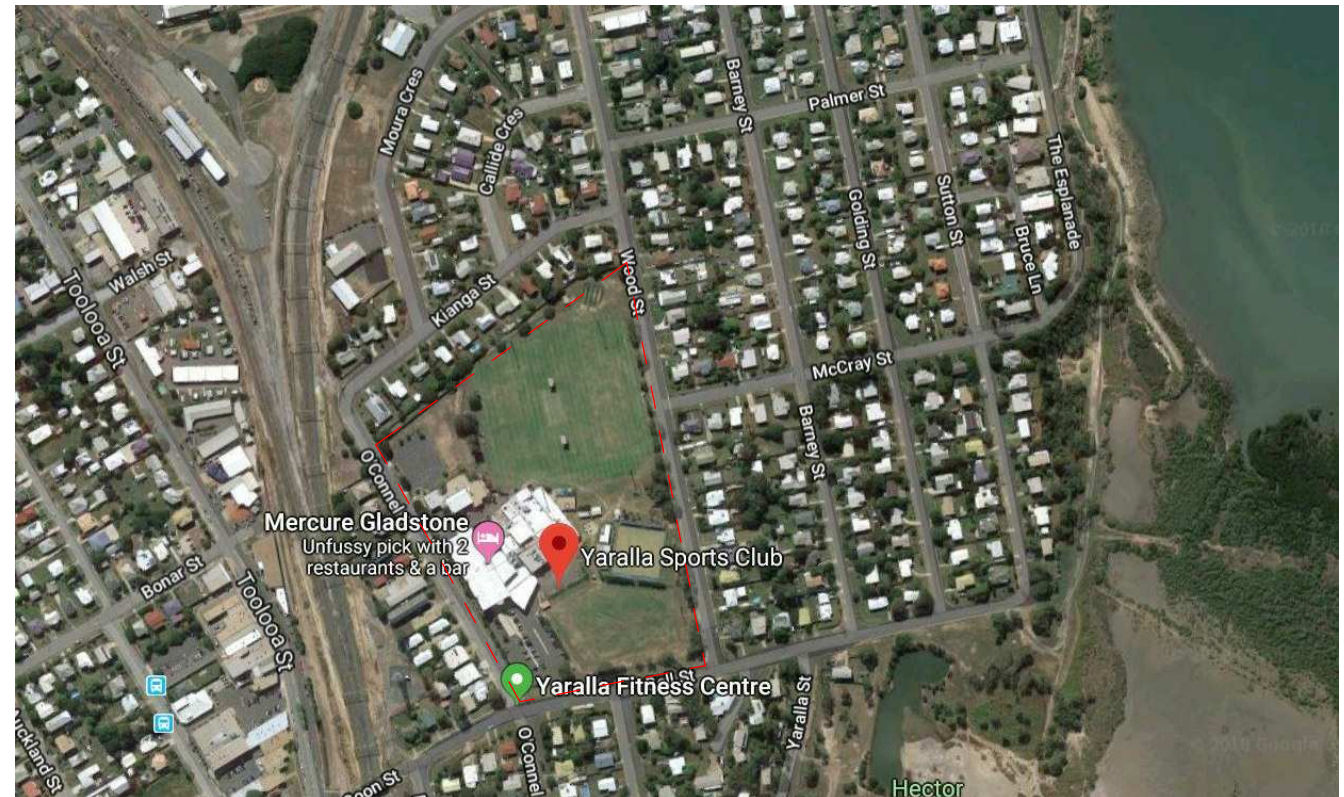
| | |
|----------------------|-----|
| Ground Level Parking | 76 |
| Level 1 Parking | 54 |
| Northern carpark | 51 |
| PWD CAR PARKS | 6 |
| SE Carpark | 29 |
| Southern Carpark | 57 |
| TOTAL CAR PARKS | 273 |

CAR PARKING SCHEDULE - PROPOSED

| | |
|-------------------------|-----|
| Ground Level Additional | 25 |
| Ground Level Parking | 74 |
| Level 1 Parking | 58 |
| Northern carpark | 51 |
| PWD CAR PARKS | 7 |
| Southern Carpark | 57 |
| TOTAL CAR PARKS | 272 |

DRAWING SCHEDULE

| | | |
|-----------------|--------------------------------|----|
| B1900047 A0.00 | COVER SHEET | P2 |
| B1900047 A1.01 | SITE PLAN | P4 |
| B1900047 A1.02 | GROUND LEVEL - EXISTING + DEMO | P2 |
| B1900047 A1.03 | PROPOSED FLOOR PLAN | P9 |
| B1900047 A1.04 | ROOF PLAN | P2 |
| B1900047 A2.02 | PROPOSED ELEVATIONS | P3 |
| B1900047 A3.01 | SECTIONS - SHEET 1 | P2 |
| B1900047 A10.01 | PERSPECTIVE VIEWS | P1 |

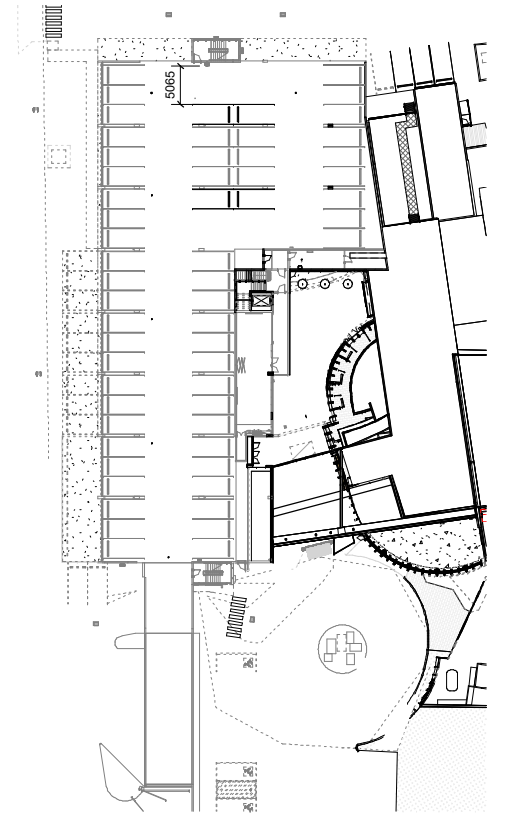




1 EXISTING SITE PLAN
1:1000



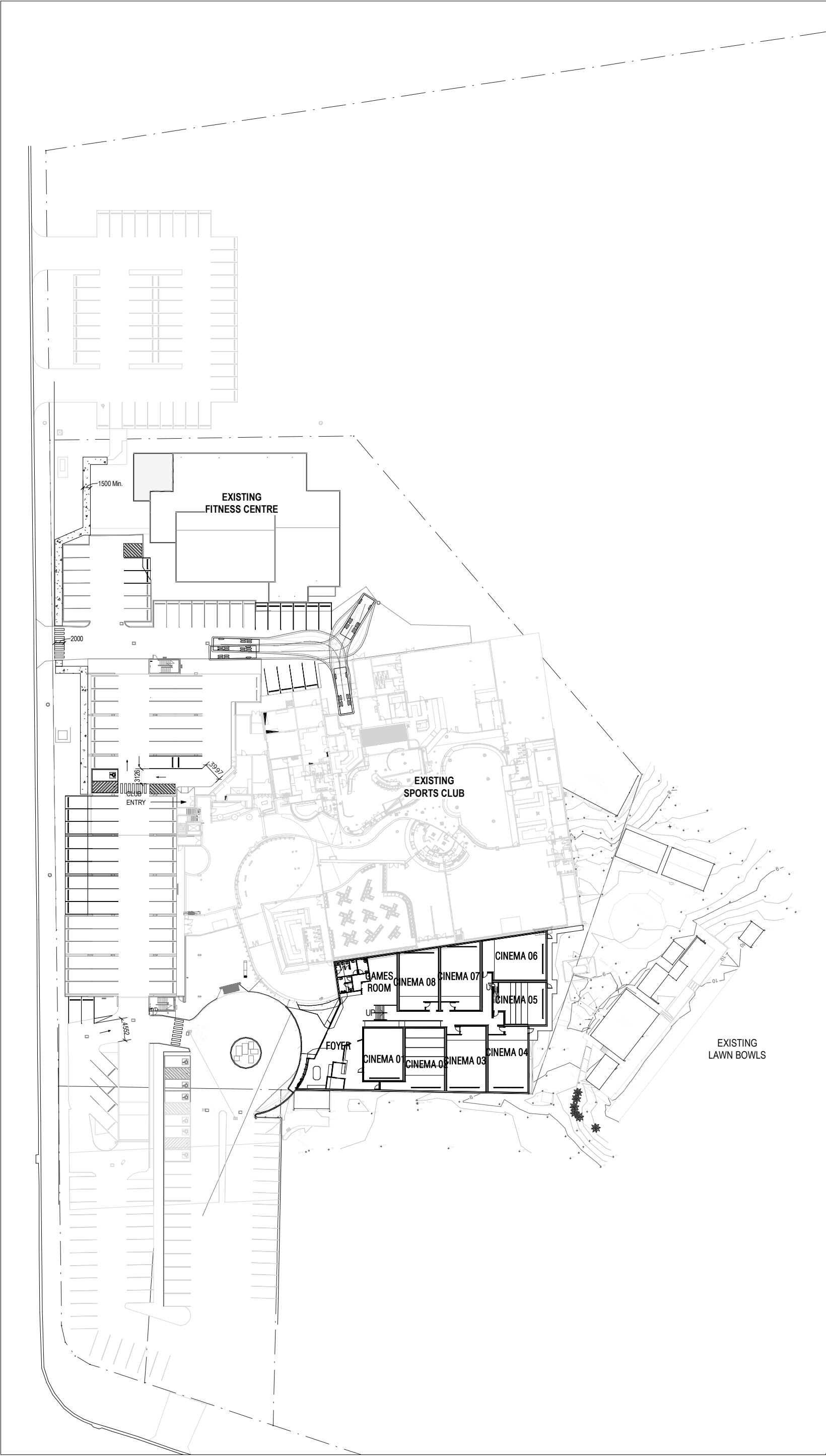
2 PROPOSED SITE PLAN
1:500



3 LEVEL 1 - PROPOSED PLAN
1:500



O'CONNELL STREET



13 September 2019

BSPN Architecture
PO Box 480
Fortitude Valley QLD 4006

Attention: Rebecca Hyde

Dear Rebecca,

**RE: YARALLA SPORTS CLUB, GLADSTONE
TRAFFIC ENGINEERING ASSESSMENT**

INTRODUCTION

This report has been prepared by Peko Traffic and Transport (PTT), as requested by BSPN Architecture, to assess the traffic engineering aspects of a proposed development on the Yaralla Sports Club site, located at 45 O'Connell Street, Gladstone. This report has been revised in order to respond to issues raised in an information request by Gladstone Regional Council, dated 11 July 2019 (application reference DA/27/2019).

The aim of this assessment is to evaluate the proposed development in terms of the parking provision and layout, servicing arrangements and pedestrian / cyclist facilities.

EXISTING CONDITIONS

Subject Site

The subject site is described as Lots 1 and 2 on SP247424 and is bounded to the north by residential properties, to the east by Wood Street, to the south by Bell Street and to the west by O'Connell Street, as shown in Figure 1. The site is zoned for sport and recreation uses according to the Gladstone Regional Planning Scheme and currently accommodates the Yaralla Sports Club. The surrounding area is predominantly residential in nature.

Club Operations

In addition to the normal club operations, the site accommodates events and functions (ie weddings, conferences, exhibitions, etc). These events typically occur one to two times per week. We have been advised that most events accommodate approximately 150 guests and do not impact the normal

operations of the sports club. Larger events of up to 300 guests occur less frequently and typically require closure of part of the sports club due to staffing and space demands.

Figure 1: SITE LOCALITY



Road Network

Bell Street is an undivided road with one lane of traffic in each direction, informal parking on both sides and a posted speed limit of 60 km/h. O’Connell Street and Wood Street are undivided roads with one lane of traffic in each direction and posted speed limits of 50 km/h. According to the Gladstone Regional Planning Scheme, Bell Street and O’Connell Street are classified as urban residential collector streets and Wood Street as an urban residential access street.

Active and Public Transport

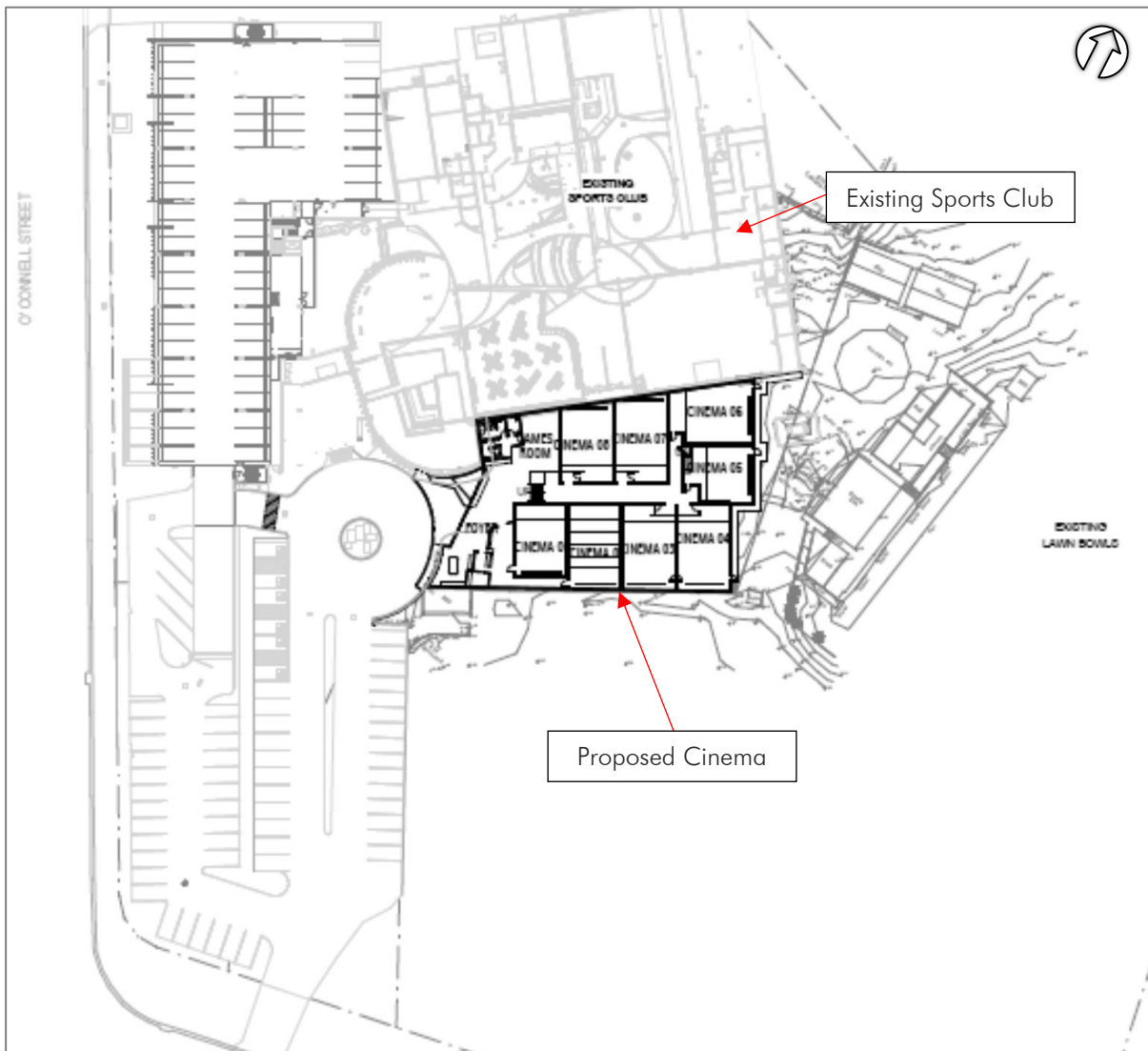
There are bus stops on both sides of Bell Street along the site frontage. The bus stops are serviced by Buslink Routes 500 and 501, which operate in a loop throughout South Gladstone. Services operate approximately three times an hour in each direction during the morning and afternoon school peak periods and once every two hours during the daytime off-peak periods. The North Coast train line runs west of the site, with the Gladstone train station located approximately 1.3km north of the site. However, no local rail services operate in Gladstone and passenger lines are limited to infrequent regional services.

Pedestrian footpaths are installed on Bell Street along the southern site frontage and on one side of O’Connell Street along part of the western frontage. Two informal pedestrian entrances to the site are provided from Wood Street along the eastern frontage. However, no dedicated pedestrian entrances are provided from Bell Street or O’Connell Street. No cycle lanes are provided in the vicinity of the site.

PROPOSED DEVELOPMENT

The proposed development involves construction of a 1,305m² GFA cinema on part of the Yaralla Sports Club site. The cinema will have seating capacity for 477 people and will replace existing on-site car parking, resulting in a reduction of 29 spaces. No changes to the existing sports club are proposed. The proposed ground level layout is shown in Figure 2, with full plans attached.

Figure 2: PROPOSED GROUND LEVEL LAYOUT



ACCESS

Access Arrangements

Access to the site is currently provided via three 7m – 7.3m wide all-movements crossovers on O'Connell Street and one 8.5m wide all-movement crossover on Bell Street, as indicated in Figure 1. The access on Bell Street and the southern access on O'Connell Street provide access to the main on-site parking areas.

The two northern accesses on O’Connell Street provide access to an overflow parking area. No changes to the existing access arrangements are proposed.

PARKING

Existing Parking Demand

The existing on-site car parking provision comprises 273 spaces, including six PWD spaces. Traffic count surveys were undertaken by Austraffic at each of the four site accesses from Tuesday 13 August to Monday 19 August 2019, to quantify the existing traffic volumes entering and exiting the site. The surveys were undertaken during the following periods:

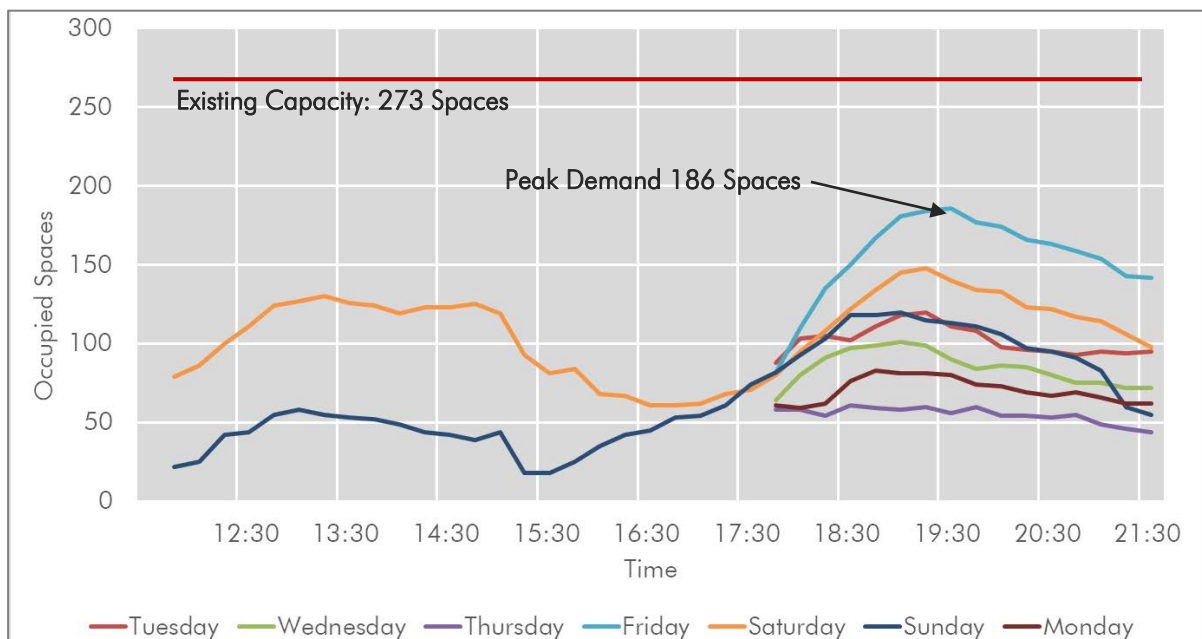
- 5:30pm to 9:30pm on weekdays
- 11:30am to 9:30pm on weekends

Parking patrol surveys were conducted at the beginning and end of each traffic count survey period. The survey data was then used to determine the parking demand at the site.

The survey periods were based on food and drink sales data provided by the club and are expected to capture the peak parking demand at the site. Club management have advised that a promotional event was held on-site during the Friday evening survey period, with approximately 150 guests in attendance. Therefore, the survey results are expected to represent the maximum parking demand during most events at the club.

The results of the parking patrol surveys are summarised below, with raw data attached. As shown in Figure 3, a peak parking demand of 186 spaces was observed during the Friday evening peak period, equating to 68% of the total on-site parking provision. The available parking capacity during this period was 87 spaces.

Figure 3: EXISTING PARKING DEMAND



Items 1(c) of Council’s information request outlines a requirement for 62 parking spaces associated with the existing motel and sports club uses (application reference DA/13/2009) and requests that these spaces be excluded from our assessment of the parking demand and availability. Although it is acknowledged that Schedule 6 of Council’s Planning Scheme requires 62 parking spaces to be provided for the existing motel and sports club uses, this is not considered relevant when quantifying the parking demand, as:

- this approach does not consider the potential for multiple-use trips and shared parking demand across the different uses and it is expected that many motel guests would also use the sports club, restaurant and gym uses on-site, reducing the parking demand associated with these uses
- the parking requirement provided in Council’s Planning Scheme is not an accurate measure of parking demand at an existing site
- the parking demand associated with the existing motel and sports club is represented in the survey results

Requirement

The additional car parking requirement for the proposed development has been determined in accordance with the parking rates outlined in Schedule 6 of Council’s Planning Scheme. A parking provision of 80 spaces is required to support the proposed expansion, as shown in Table 1.

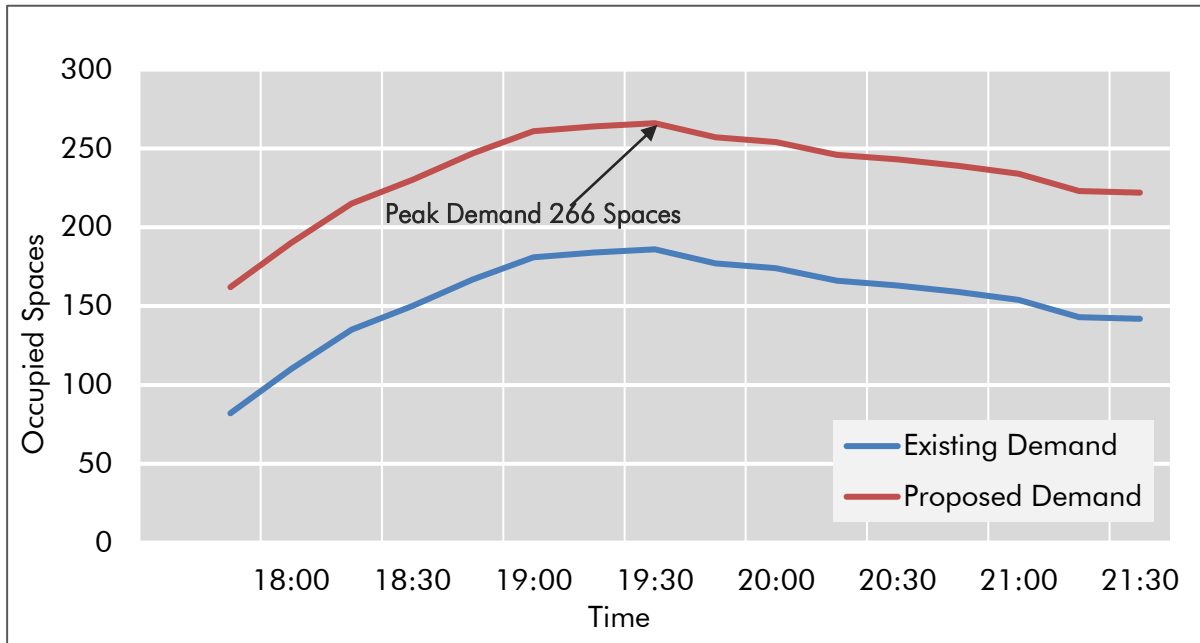
Table 1: ADDITIONAL ON-SITE CAR PARKING REQUIREMENTS

| LAND USE | SCALE | PARKING RATE | REQUIRED |
|------------------|-----------|---------------------|----------|
| Theatre / Cinema | 477 seats | 1 space per 6 seats | 80 |

The predicted parking demand under post-development conditions has been determined based on the results of the parking patrol surveys and the additional parking requirement presented in Table 1. Figure 4 demonstrates an anticipated peak parking demand of 266 spaces during the Friday evening peak period.

This assumes that all 80 parking spaces associated with the proposed cinema are occupied during the peak period, which is considered to be conservative. In practice, it is expected that some patrons will use both the sports club and cinema, which would reduce the peak hour parking demand associated with these patrons. Therefore, the peak parking demand is likely to be less than 266 spaces.

Figure 4: FRIDAY EVENING PREDICTED PEAK PARKING DEMAND



Provision

The proposed cinema will require the removal of 29 parking spaces, resulting in a total on-site parking capacity of 244 spaces. This equates to a shortfall of 22 spaces compared to the predicted peak parking demand. To accommodate the predicted peak parking demand, an additional 28 on-site parking spaces are proposed, as shown in Figure 5 and comprising:

- 24 additional spaces on the ground level, including nine tandem parking spaces
- four parking spaces in the Level 1 parking area

The total proposed on-site parking provision of 272 spaces is sufficient to accommodate the predicted peak parking demand with a spare capacity of six spaces. It is recommended that tandem parking spaces be designated for staff use. Based on information provided by club management, there is sufficient staff parking demand to ensure these spaces are well utilised during the peak periods.

Item 1(b) of Council’s information request raises concerns regarding the distance between the proposed cinema and parking areas on the northern end of the site and whether these spaces are eligible to count towards the total parking provision. In our view, this is not considered to be a significant issue, as:

- the parking areas are conveniently located adjacent to the existing gym and sports club and will be used by patrons to these uses
- as discussed below, upgrades to the existing on-site pedestrian facilities are proposed to provide safe and convenient access between these parking areas and the club entrance
- the northern-most parking area is located approximately 135m from the cinema entrance, which equates to an approximate 1.5-minute walk based on an average walking pace
- on sites with multiple uses, it is reasonable that some parking areas be located more conveniently for some uses and less conveniently for other uses. However, this does not adversely impact whether these parking count towards the total parking provision

Figure 5: ADDITIONAL GROUND LEVEL PARKING



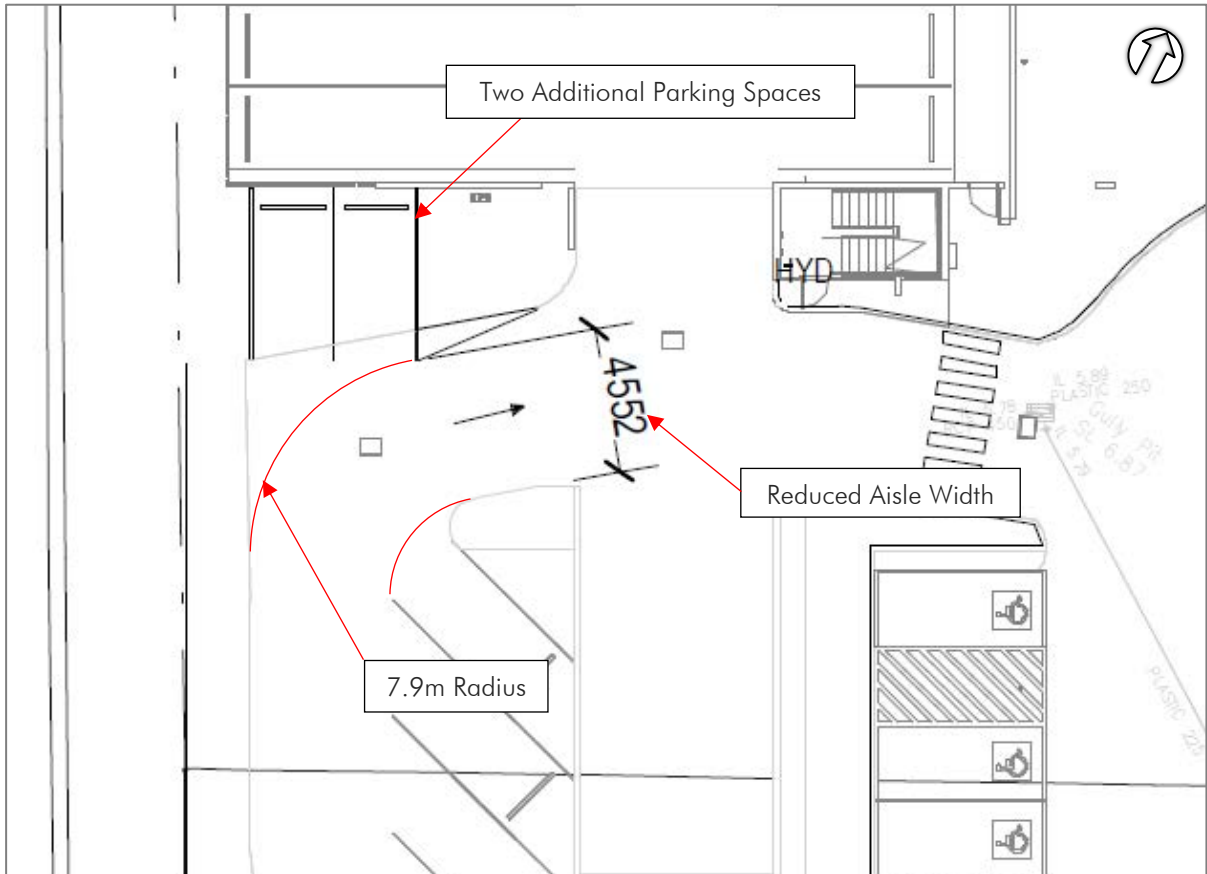
Design

The proposed upgrades have been designed in accordance with Australian Standards AS2890.1 for Off-Street Car Parking and are typified by:

- visitor parking spaces dimensioned 2.6m wide by 5.4m long
- staff tandem parking spaces dimensioned 2.6m wide by a combined length of 10.8m
- minimum 6m wide two-way aisles
- minimum 3.1m wide one-way aisles
- PWD parking spaces dimensioned 2.6m wide by 5.4m, with an adjacent 2.4m wide shared area
- blind aisle treatments comprising a minimum 1m aisle extension beyond the last parking space

The two additional spaces proposed on the southern end of the site (refer Figure 5) will require the adjacent one-way parking aisle to be reduced in width to approximately 4.5m, as shown in Figure 6.

Figure 6: ONE-WAY AISLE DIMENSIONS



For curved roadways with an outside radius of 7.9m, AS2890.1 requires a minimum one-way roadway width of 3.9m. The proposed changes comply with this requirement.

Persons with Disabilities Parking

The Building Code of Australia (BCA) requires Class 9b buildings (ie sports clubs and cinemas) to provide PWD parking at a rate of one space per 50 regular spaces. Based on a total parking provision of 272 spaces, six PWD spaces are required. The sports club currently provides six PWD parking bays and one additional space will be provided as part of the proposed development. Therefore, the proposed PWD parking provision complies with BCA requirements.

COMMERCIAL VEHICLE SERVICING

Servicing of the site is currently undertaken in a service area on the northern side of the sports club, accessed via the southern crossover on O’Connell Street. Club management have advised that the largest service vehicle which currently accesses the site is a 10.2m long Refuse Collection Vehicle (RCV). To accommodate RCV access, the Capricorn Municipal Development Guidelines (CMDG) require a 7m wide Type B2 crossover be provided. The existing southern crossover on O’Connell Street complies with this requirement.

We have been advised that servicing of the proposed cinema will primarily be undertaken using VAN service vehicles, with one vehicle servicing the cinema per day. Servicing is proposed to be undertaken within the existing servicing area.

As shown in Figure 7, 10 additional parking spaces are proposed within and around the existing servicing area, as follows:

- six spaces on the northern side of the servicing area
- four spaces on the southern side of the servicing area
- removal of gates and fencing at the entrance to the servicing area

Swept path analyses of RCV manoeuvring have been undertaken, as shown in Figure 7 and attached. As shown, the proposed modifications do not adversely impact the ability for an RCV to enter and exit the site in a forward gear.

Australian Standards AS2890.2 for Off-Street Commercial Vehicle Facilities requires maximum grades of 1:20 (ie 5%) within service bays and 1:8 (ie 12.5%) in manoeuvring areas. A raised section of concrete is installed in the manoeuvring area shown in Figure 7, which currently impacts the ability for service vehicles to use this area for manoeuvring. It is recommended this area be regraded consistent with AS2890.2 requirements.

ACTIVE AND PUBLIC TRANSPORT

Cyclists

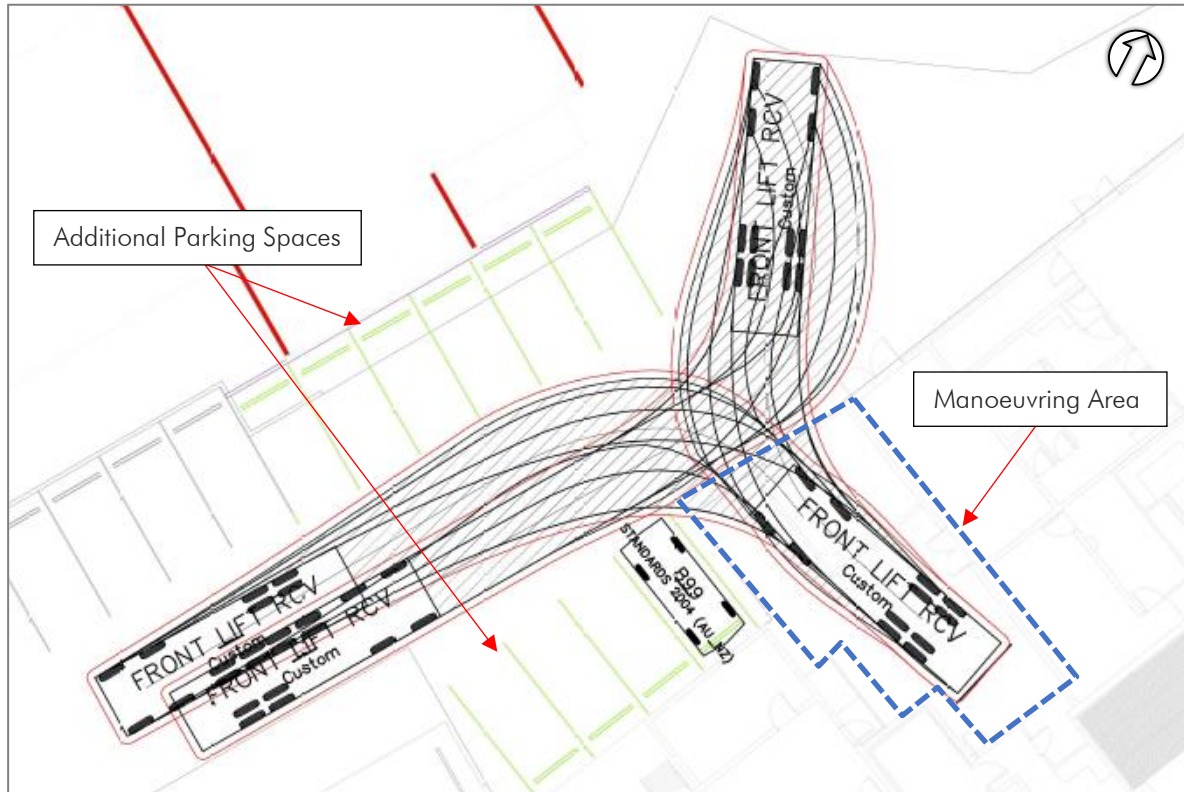
The bicycle parking requirement for the proposed development has been determined in accordance with the rates outlined in Schedule 6 of Council’s Planning Scheme, as indicated in Table 2.

Table 2: ON-SITE BICYCLE PARKING REQUIREMENTS

| LAND USE | SCALE | PARKING RATE | REQUIRED |
|------------------|-------------------------|-----------------------------------|----------|
| Theatre / Cinema | 1,305m ² GFA | 1 space per 400m ² GFA | 4 spaces |

The sports club currently provides bicycle storage with capacity for eight bikes. It is recommended that additional bicycle parking with capacity for four bicycles be provided.

Figure 7: RCV MANOEUVRING



Pedestrians

The proposed development will increase utilisation of the overflow parking area on the northern end of the site during the peak periods. A pedestrian footpath currently connects this parking area to the adjacent parking module to the south. However, the footpath is of poor quality and does not extend to the club entrances.

The proposed development involves upgrades to the existing on-site pedestrian facilities to facilitate safe access between the parking areas, sports club and cinema entrance. These upgrades are shown in Figure 8 and are as follows:

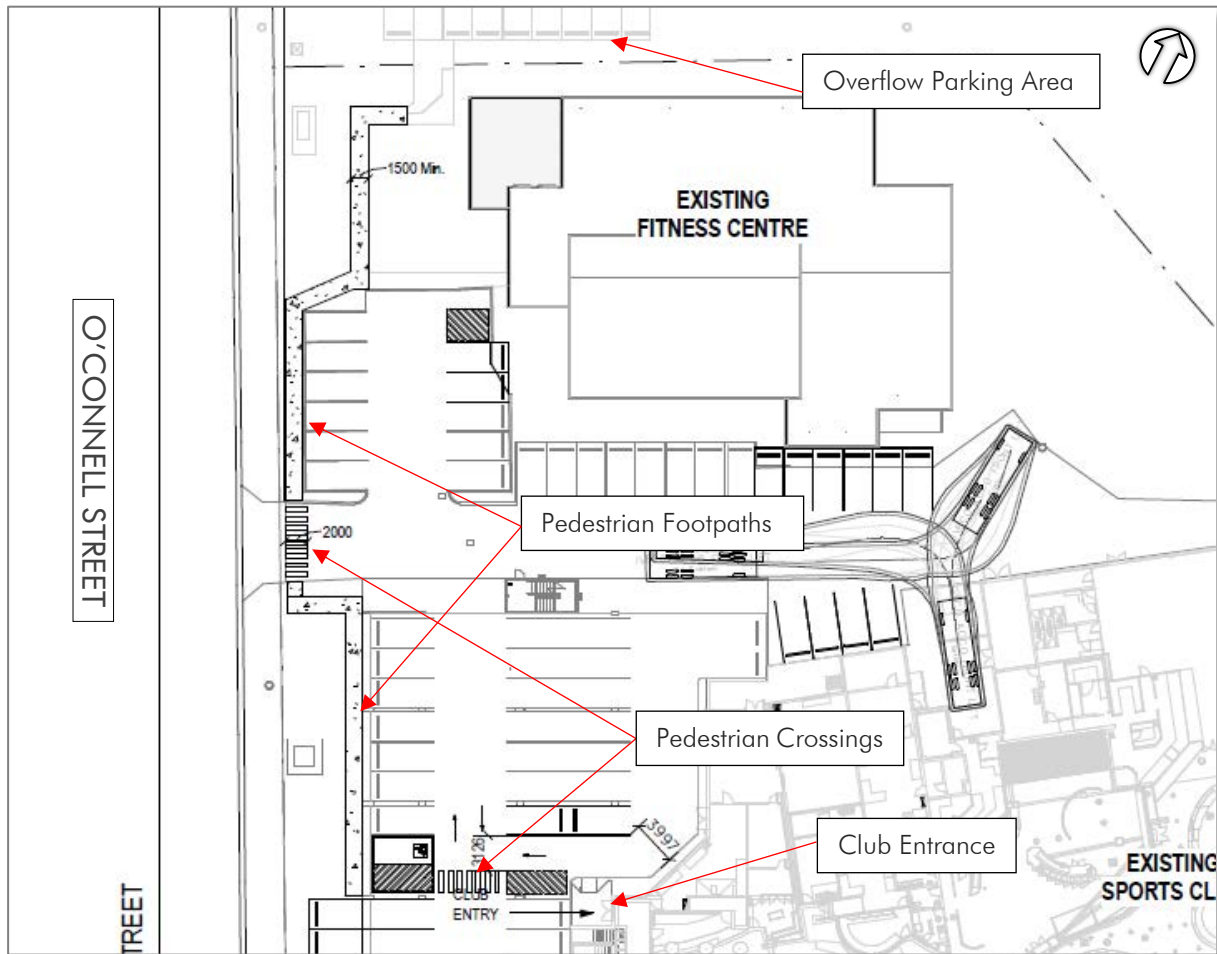
- upgrades and extension of the existing footpath to connect the overflow parking area to the sports club entrance
- provision of pedestrian crossings within the site

Austrroads' Guide to Road Design Part 6A: Paths for Walking and Cycling requires 2.4m wide pedestrian footpaths to be provided in commercial areas. However, considering the proposed footpath will mostly serve to provide access to and from the overflow parking area, pedestrian volumes on the path are expected to be low. Therefore, provision of a 2.4m wide path is considered excessive. Instead, the footpaths are dimensioned 1.5m wide, which exceeds Austrroads' requirements for general low volume areas and is considered sufficient for the proposed use.

Two informal pedestrian entrances to the on-site sports fields are currently provided from Wood Street along the eastern frontage. However, no separate pedestrian entrances to the club are provided from Bell

Street or O’Connell Street. Pedestrians arriving from these streets currently access the site via the vehicular driveways. Considering the site’s close proximity to the bus stops on Bell Street, facilitating safe pedestrian site access for pedestrians arriving by bus would also be beneficial.

Figure 8: PROPOSED PEDESTRIAN FACILITIES UPGRADES



Public Transport

The public bus stops and services on Bell Street along the site frontage are expected to be sufficient to accommodate the proposed cinema. Any additional demand for public transport generated by the proposal is likely to improve the viability of existing bus services during off-peak periods.

CONCLUSIONS AND RECOMMENDATIONS

The proposed Yaralla Sports Club expansion has been evaluated in terms of its parking provision, servicing arrangements and pedestrian / cyclist facilities and in response to Council's information request. The main points to note are:

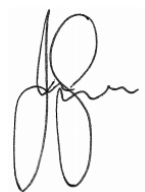
- the existing site currently accommodates the Yaralla Sports Club and is supported by 273 on-site parking spaces
- parking surveys indicate an existing parking demand of 186 spaces during the Friday evening peak period, with spare parking capacity for 87 cars
- the proposed expansion comprises a cinema with capacity for 477 patrons and a net reduction of one parking space
- the proposed parking provision of 272 spaces is adequate to accommodate the predicted peak hour parking demand and is designed consistently with AS2890.1 requirements
- the proposed development will accommodate RCV access and egress in a forward gear
- pedestrian footpaths and crossings are proposed to provide safe pedestrian access between the development and parking areas
- considering the site's close proximity to the bus stops on Bell Street, facilitating safe pedestrian site access for pedestrians arriving by bus would be beneficial

Based on our assessment it is recommended that:

- tandem parking spaces be designated for staff use
- service areas be regraded, consistent with AS2890.2 requirements for maximum grade
- an additional four bicycle parks be provided on-site

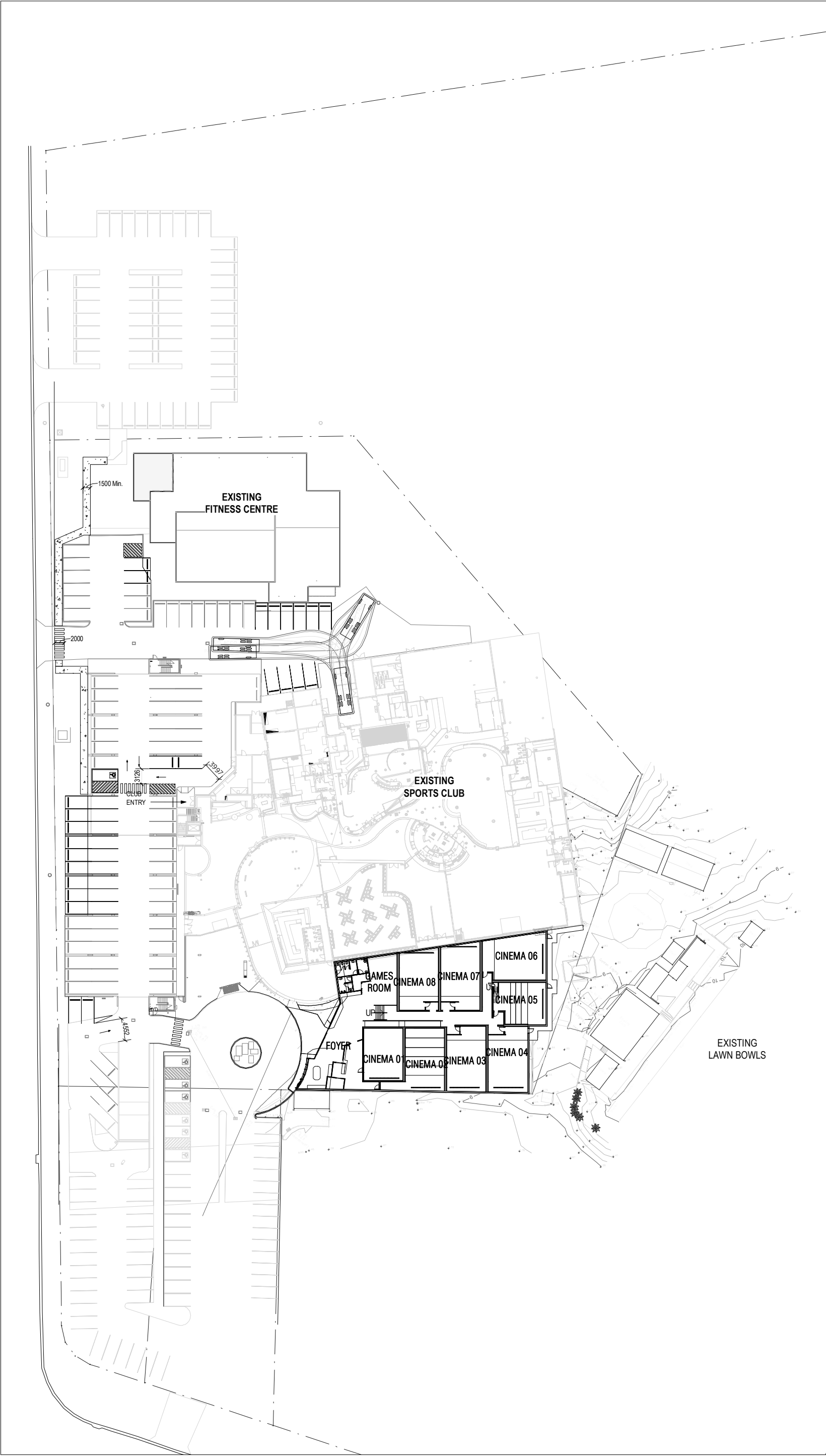
If you have any questions regarding the issues discussed above, please do not hesitate to contact us.

Yours sincerely,



James Gannon
Principal Engineer (RPEQ 22233)

O'CONNELL STREET

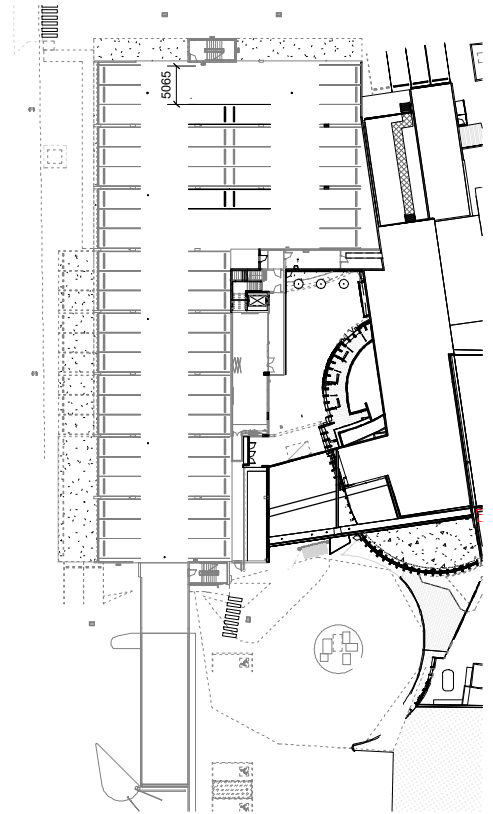




1 EXISTING SITE PLAN
1 : 1000



2 PROPOSED SITE PLAN
1 : 500

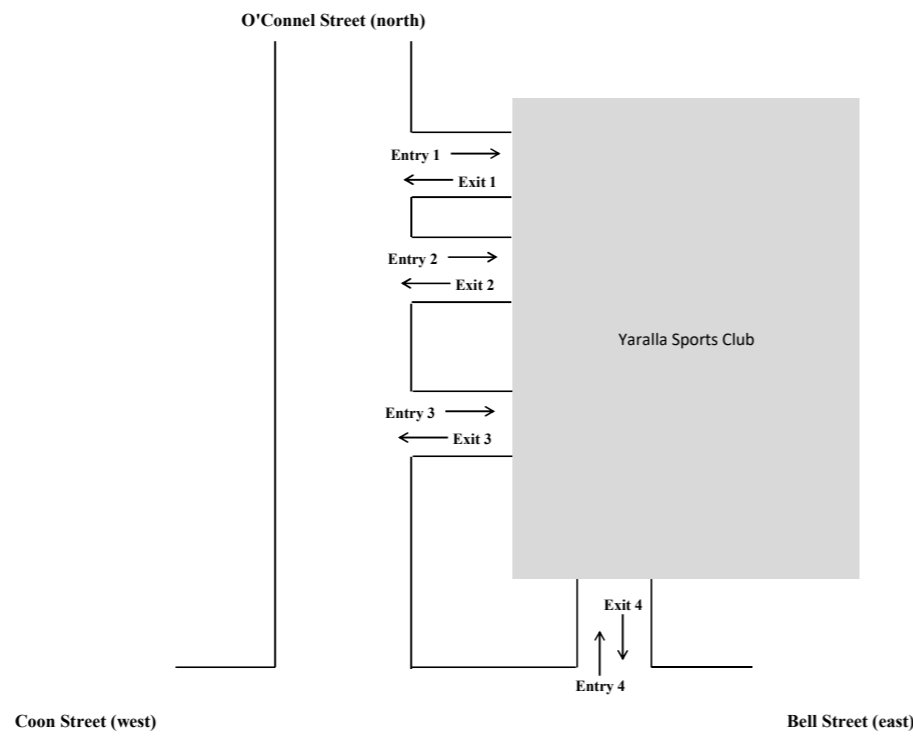


3 LEVEL 1 - PROPOSED PLAN
1 : 500



AUSTRALIA VIDEO PARKING SURVEY

Site No.: 1 Weather:
 Location: Yaralla Sports Club/O'Connell Street, Barney Point
 Day/Date: Tuesday, 13 August 2019
 PM Peak: Hour ending - 6:30 PM



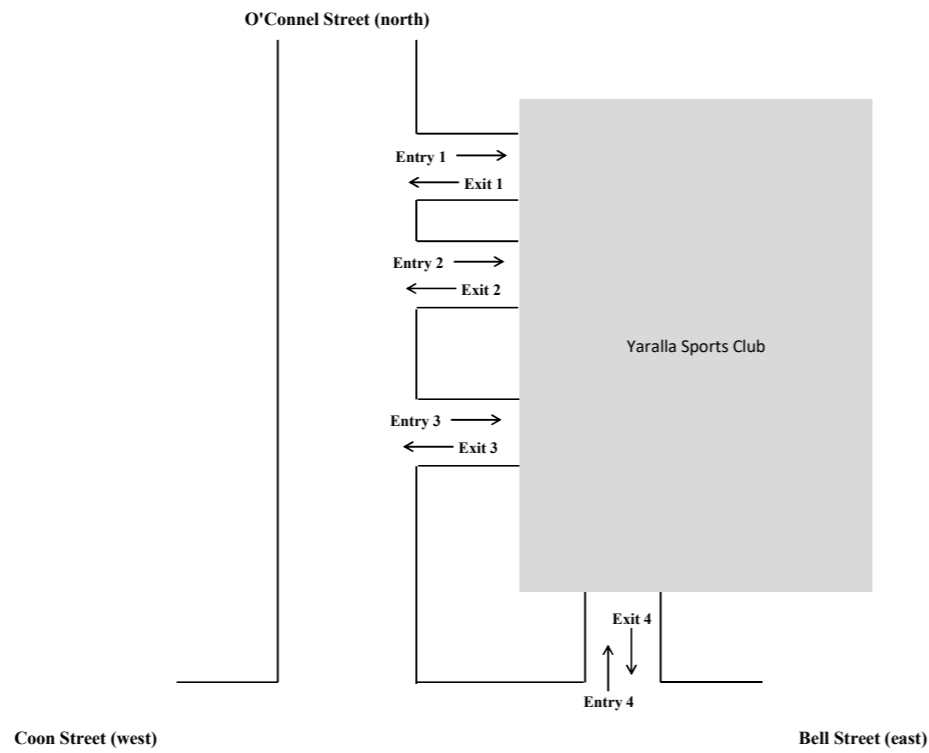
Vehicles Parked on-site at 5:30pm :
 Vehicles Parked on-site at 9:30pm :

| |
|----|
| 88 |
| 95 |

| TIME (1/4 hr end) | Access 1 | | | | | Access 2 | | | | | Access 3 | | | | | Access 4 | | | | | Total | | | | | Occupancy | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----------------------|----------------|----------------|-----------------|--------|----------|----------------|----------------|-----------------|--------|----------|----------------|----------------|-----------------|--------|----------|----------------|----------------|-----------------|--------|----------|----------------|----------------|-----------------|-------|----------|-----------|----------------|----------------|-----------------|-------|----------|----|----|----|---|----|----|----|-----|---|----|-----|----|-----|----|----|-----|----|-----|-----|-----|-----|----|----|
| | Entry 1 | | | Exit 1 | | Entry 2 | | | Exit 2 | | Entry 3 | | | Exit 3 | | Entry 4 | | | Exit 4 | | Entry | | | Exit | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | | | | | | | | | | | | | | | | | | | | | | | |
| 5:45 PM | 2 | 0 | 0 | 2 | 0 | 2 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 0 | 6 | 0 | 8 | 0 | 0 | 5 | 0 | 0 | 5 | 0 | 10 | 1 | 1 | 12 | 0 | 9 | 0 | 0 | 9 | 0 | 20 | 1 | 1 | 22 | 0 | 22 | 0 | 0 | 22 | 0 | 0 | 22 | 0 | 88 | | | |
| 6:00 PM | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 4 | 0 | 0 | 4 | 0 | 7 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 11 | 0 | 0 | 11 | 0 | 0 | 0 | 0 | 21 | 0 | 0 | 21 | 0 | 6 | 0 | 0 | 6 | 0 | 0 | 6 | 0 | 103 | | | | | |
| 6:15 PM | 2 | 0 | 0 | 2 | 0 | 4 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 3 | 0 | 9 | 0 | 0 | 3 | 0 | 0 | 3 | 0 | 13 | 0 | 0 | 13 | 0 | 12 | 0 | 0 | 12 | 0 | 24 | 0 | 0 | 24 | 0 | 22 | 0 | 0 | 22 | 0 | 0 | 22 | 0 | 105 | | | |
| 6:30 PM | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 3 | 0 | 0 | 3 | 0 | 0 | 3 | 0 | 11 | 0 | 0 | 11 | 0 | 8 | 0 | 0 | 8 | 0 | 14 | 0 | 0 | 14 | 0 | 17 | 0 | 0 | 17 | 0 | 0 | 17 | 0 | 102 | | | |
| 6:45 PM | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 3 | 0 | 0 | 3 | 0 | 0 | 4 | 0 | 4 | 0 | 0 | 4 | 0 | 2 | 0 | 0 | 2 | 0 | 16 | 0 | 0 | 16 | 0 | 7 | 0 | 0 | 7 | 2 | 0 | 7 | 2 | 111 | | | |
| 7:00 PM | 3 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 2 | 0 | 0 | 2 | 0 | 0 | 3 | 0 | 10 | 0 | 0 | 10 | 0 | 4 | 0 | 0 | 4 | 0 | 15 | 0 | 0 | 15 | 0 | 8 | 0 | 0 | 8 | 0 | 0 | 8 | 0 | 118 | | | |
| 7:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 5 | 0 | 0 | 5 | 0 | 0 | 3 | 0 | 4 | 0 | 0 | 4 | 0 | 3 | 0 | 0 | 3 | 0 | 9 | 0 | 0 | 9 | 0 | 7 | 0 | 0 | 7 | 0 | 0 | 7 | 0 | 120 | | | |
| 7:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 2 | 0 | 0 | 2 | 0 | 6 | 1 | 0 | 7 | 0 | 2 | 0 | 0 | 2 | 0 | 10 | 1 | 0 | 11 | 0 | 0 | 11 | 0 | 111 | | | | |
| 7:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 0 | 3 | 0 | 2 | 0 | 0 | 2 | 0 | 4 | 0 | 0 | 4 | 0 | 4 | 0 | 0 | 4 | 0 | 7 | 0 | 0 | 7 | 0 | 0 | 7 | 0 | 108 | | | |
| 8:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 9 | 0 | 0 | 9 | 0 | 1 | 0 | 0 | 1 | 0 | 11 | 0 | 0 | 11 | 0 | 0 | 11 | 0 | 98 | | | | |
| 8:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 3 | 0 | 4 | 0 | 0 | 4 | 0 | 3 | 0 | 0 | 3 | 0 | 5 | 0 | 0 | 5 | 0 | 0 | 5 | 0 | 96 |
| 8:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 4 | 0 | 1 | 5 | 0 | 4 | 0 | 1 | 5 | 0 | 5 | 0 | 1 | 6 | 0 | 6 | 0 | 1 | 7 | 0 | 0 | 7 | 0 | 95 | |
| 8:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 3 | 0 | 0 | 3 | 0 | 4 | 0 | 0 | 4 | 0 | 3 | 0 | 0 | 3 | 0 | 5 | 0 | 0 | 5 | 0 | 0 | 5 | 0 | 93 | | | |
| 9:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 3 | 0 | 0 | 3 | 0 | 1 | 0 | 0 | 1 | 0 | 4 | 0 | 0 | 4 | 0 | 2 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 95 | | | |
| 9:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 4 | 0 | 0 | 4 | 0 | 2 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 94 | | | |
| 9:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 2 | 0 | 2 | 0 | 0 | 2 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 95 | | | | |
| 4 hr Total | 9 | 0 | 0 | 9 | 0 | 8 | 0 | 0 | 8 | 0 | 3 | 0 | 0 | 3 | 0 | 20 | 0 | 0 | 20 | 0 | 43 | 0 | 0 | 39 | 0 | 2 | 39 | 0 | 89 | 1 | 1 | 92 | 0 | 71 | 1 | 1 | 73 | 0 | 144 | 1 | 1 | 147 | 0 | 138 | 1 | 1 | 140 | 2 | 0 | 142 | 0 | 142 | | |
| PM Peak | 5 | 0 | 0 | 5 | 0 | 8 | 0 | 0 | 8 | 0 | 2 | 0 | 0 | 2 | 0 | 15 | 0 | 0 | 15 | 0 | 27 | 0 | 0 | 15 | 0 | 0 | 15 | 0 | 45 | 1 | 1 | 47 | 0 | 29 | 0 | 0 | 29 | 0 | 79 | 1 | 1 | 81 | 0 | 67 | 0 | 0 | 67 | 0 | 0 | 67 | 0 | 0 | | |

AUSTRALIA VIDEO PARKING SURVEY

Site No.: 1 Weather:
 Location: Yaralla Sports Club/O'Connell Street, Barney Point
 Day/Date: Wednesday, 14 August 2019
 PM Peak: Hour ending - 6:30 PM



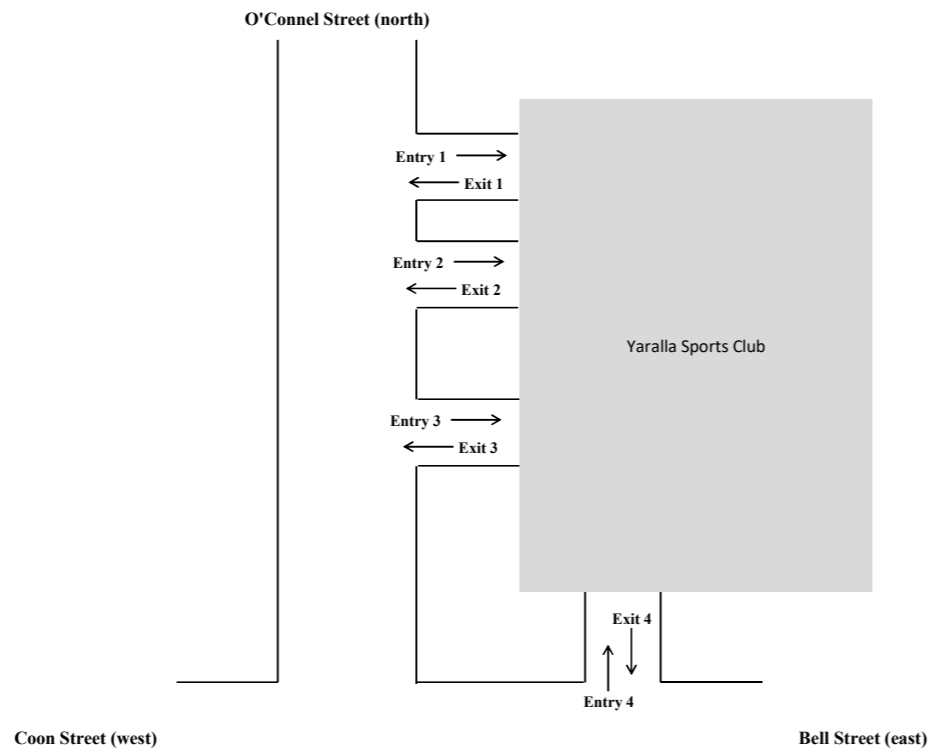
Vehicles Parked on-site at 5:30pm :
 Vehicles Parked on-site at 9:30pm :

| |
|----|
| 59 |
| 72 |

| TIME (1/4 hr end) | Access 1 | | | | | Access 2 | | | | | Access 3 | | | | | Access 4 | | | | | Total | | | | | Occupancy | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----------------------|----------------|----------------|-----------------|--------|----------|----------------|----------------|-----------------|--------|----------|----------------|----------------|-----------------|--------|----------|----------------|----------------|-----------------|--------|----------|----------------|----------------|-----------------|-------|----------|-----------|----------------|----------------|-----------------|-------|----------|----|-----|-----|----|-----|---|----|---|---|----|---|----|---|---|----|---|----|---|---|----|---|
| | Entry 1 | | | Exit 1 | | Entry 2 | | | Exit 2 | | Entry 3 | | | Exit 3 | | Entry 4 | | | Exit 4 | | Entry | | | Exit | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | | | | | | | | | | | | | | | | | | | | | |
| 5:45 PM | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 5 | 0 | 0 | 5 | 0 | 5 | 0 | 0 | 0 | 0 | 15 | 0 | 2 | 17 | 0 | 11 | 0 | 1 | 12 | 0 | 64 | | | | | | | | | | | | | | | | |
| 6:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 18 | 0 | 0 | 18 | 0 | 6 | 0 | 0 | 6 | 0 | 80 | | | | | | | | | | | | | | | | | |
| 6:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 0 | 6 | 0 | 4 | 0 | 0 | 0 | 10 | 0 | 0 | 10 | 0 | 1 | 0 | 0 | 5 | 0 | 91 | | | | | | | | | | | | | | | | | |
| 6:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 0 | 0 | 5 | 0 | 3 | 0 | 0 | 0 | 4 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 3 | 0 | 97 | | | | | | | | | | | | | | | | | |
| 6:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 4 | 0 | 0 | 0 | 6 | 0 | 0 | 6 | 0 | 1 | 0 | 0 | 1 | 0 | 99 | | | | | | | | | | | | | | | | | |
| 7:00 PM | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 3 | 0 | 4 | 0 | 0 | 0 | 3 | 0 | 0 | 3 | 0 | 1 | 0 | 0 | 5 | 0 | 101 | | | | | | | | | | | | | | | | | | |
| 7:15 PM | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 3 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 1 | 0 | 0 | 3 | 0 | 99 | | | | | | | | | | | | | | | | | | |
| 7:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 3 | 0 | 5 | 0 | 0 | 0 | 3 | 0 | 0 | 3 | 1 | 10 | 0 | 0 | 10 | 1 | 90 | | | | | | | | | | | | | | | | | | |
| 7:45 PM | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 6 | 0 | 0 | 6 | 0 | 0 | 2 | 0 | 84 | | | | | | | | | | | | | | | | | |
| 8:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 1 | 0 | 0 | 0 | 2 | 0 | 0 | 4 | 0 | 0 | 4 | 0 | 2 | 0 | 86 | | | | | | | | | | | | | | | | | | |
| 8:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 3 | 0 | 1 | 4 | 0 | 1 | 4 | 0 | 85 | | | | | | | | | | | | | | | | | |
| 8:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 4 | 0 | 6 | 0 | 80 | | | | | | | | | | | | | | | | | | |
| 8:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 4 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 5 | 0 | 75 | | | | | | | | | | | | | | | | | | |
| 9:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 3 | 0 | 75 | | | | | | | | | | | | | | | | | | |
| 9:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 3 | 0 | 0 | 3 | 0 | 6 | 0 | 72 | | | | | | | | | | | | | | | | | | |
| 9:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 2 | 0 | 1 | 2 | 0 | 72 | | | | | | | | | | | | | | | | | |
| 4 hr Total | 1 | 0 | 0 | 1 | 0 | 3 | 0 | 0 | 3 | 0 | 2 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 34 | 0 | 0 | 0 | 34 | 0 | 0 | 39 | 0 | 1 | 46 | 0 | 1 | 101 | 0 | 4 | 105 | 1 | 89 | 0 | 3 | 92 | 1 | | | | | | | | | | |
| PM Peak | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 20 | 0 | 0 | 0 | 20 | 0 | 0 | 12 | 0 | 0 | 12 | 0 | 0 | 41 | 0 | 2 | 43 | 0 | 11 | 0 | 1 | 12 | 0 | 62 | 0 | 2 | 64 | 0 | 25 | 0 | 1 | 26 | 0 |

AUSTRALIA VIDEO PARKING SURVEY

Site No.: 1 Weather:
 Location: Yaralla Sports Club/O'Connell Street, Barney Point
 Day/Date: Thursday, 15 August 2019
 PM Peak: Hour ending - 6:30 PM



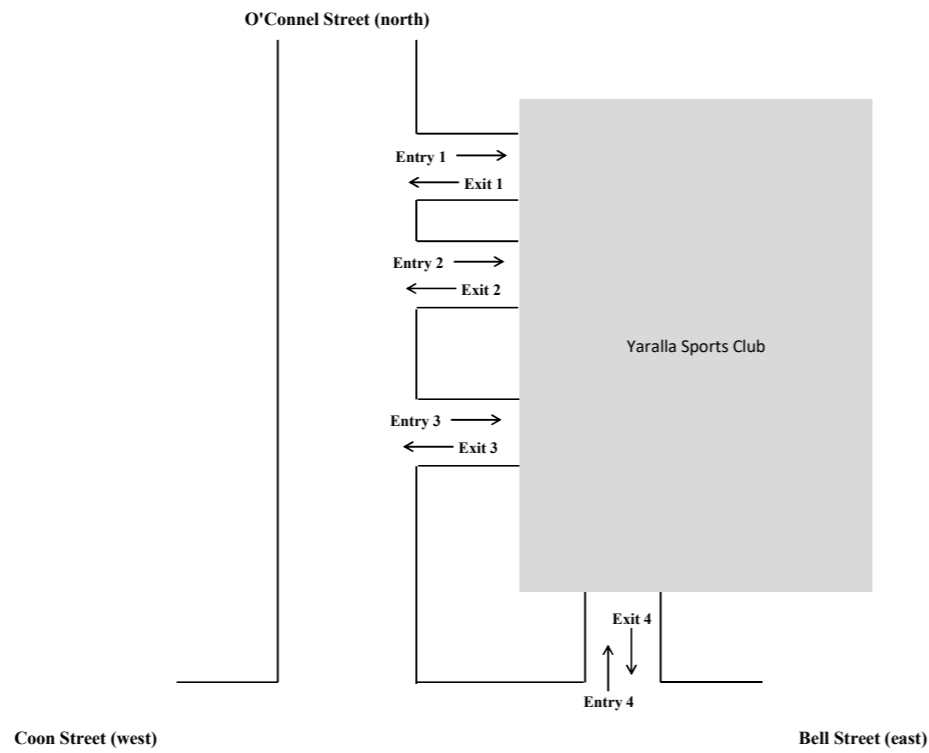
Vehicles Parked on-site at 5:30pm :
 Vehicles Parked on-site at 9:30pm :

| |
|----|
| 55 |
| 44 |

| TIME (1/4 hr end) | Access 1 | | | | | Access 2 | | | | | Access 3 | | | | | Access 4 | | | | | Total | | | | | Occupancy | | | | | | | | | | | | |
|----------------------|----------------|----------------|-----------------|--------|----------|----------------|----------------|-----------------|--------|----------|----------------|----------------|-----------------|--------|----------|----------------|----------------|-----------------|--------|----------|----------------|----------------|-----------------|-------|----------|-----------|----------------|----------------|-----------------|-------|----------|----|----|----|---|----|---|---|
| | Entry 1 | | | Exit 1 | | Entry 2 | | | Exit 2 | | Entry 3 | | | Exit 3 | | Entry 4 | | | Exit 4 | | Entry | | | Exit | | | | | | | | | | | | | | |
| | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | | | | | | | |
| 5:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 5 | 0 | 0 | 5 | 0 | 3 | 0 | 0 | 3 | 0 | 3 | 0 | 0 | 10 | 0 | 1 | 11 | 0 | 8 | 0 | 0 | 8 | 0 |
| 6:00 PM | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 3 | 0 | 3 | 0 | 0 | 3 | 0 | 4 | 0 | 0 | 4 | 0 | 5 | 0 | 2 | 7 | 0 | 15 | 0 | 13 | 0 | 2 | 15 | 0 | |
| 6:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 4 | 0 | 0 | 4 | 0 | 5 | 0 | 0 | 9 | 0 | 0 | 9 | 0 | 0 | 9 | 0 | | |
| 6:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 9 | 0 | 0 | 9 | 0 | 2 | 0 | 0 | 2 | 0 |
| 6:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 3 | 0 | 0 | 3 | 0 | 3 | 1 | 3 | 0 | 0 | 7 | 0 | 8 | 0 | 1 | 9 | 1 | |
| 7:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 3 | 0 | 0 | 3 | 0 | 2 | 0 | 2 | 4 | 0 | 4 | 0 | 5 | 0 | 0 | 5 | 0 | |
| 7:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 3 | 0 | 2 | 0 | 2 | 5 | 0 | 1 | 6 | 0 | 4 | 0 | 0 | 4 | 0 |
| 7:30 PM | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 2 | 0 | 2 | 3 | 0 | 3 | 0 | 7 | 0 | 0 | 7 | 0 | |
| 7:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 6 | 0 | 1 | 7 | 0 | 2 | 0 | 1 | 3 | 0 | |
| 8:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 3 | 0 | 1 | 0 | 2 | 0 | 0 | 2 | 0 | 8 | 0 | 0 | 8 | 0 | |
| 8:15 PM | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 2 | 0 | 0 | 3 | 0 | 2 | 0 | 1 | 3 | 0 | |
| 8:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 1 | 0 | 1 | 0 | 1 | 2 | 0 | 3 | 0 | 0 | 3 | 0 | | |
| 8:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 3 | 0 | 1 | 0 | 0 | 4 | 0 | 2 | 0 | 0 | 2 | 0 | |
| 9:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 4 | 0 | 1 | 0 | 3 | 0 | 0 | 1 | 0 | 7 | 0 | 0 | 7 | 0 | | |
| 9:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 4 | 0 | 0 | 4 | 0 | | |
| 9:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 1 | 2 | 0 | 3 | 0 | 1 | 4 | 0 | | |
| 4 hr Total | 2 | 0 | 0 | 2 | 0 | 2 | 0 | 0 | 2 | 0 | 5 | 0 | 0 | 5 | 0 | 8 | 0 | 0 | 8 | 0 | 32 | 0 | 0 | 32 | 1 | 42 | 0 | 6 | 48 | 0 | 45 | 0 | 6 | 51 | 0 | 76 | 0 | |
| PM Peak | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 3 | 0 | 0 | 3 | 0 | 4 | 0 | 0 | 4 | 0 | 11 | 0 | 0 | 11 | 0 | 18 | 0 | 2 | 20 | 0 | 16 | 0 | 2 | 18 | 0 | 38 | 0 | |

AUSTRALIA VIDEO PARKING SURVEY

Site No.: 1 Weather:
 Location: Yaralla Sports Club/O'Connell Street, Barney Point
 Day/Date: Friday, 16 August 2019
 PM Peak: Hour ending - 6:45 PM



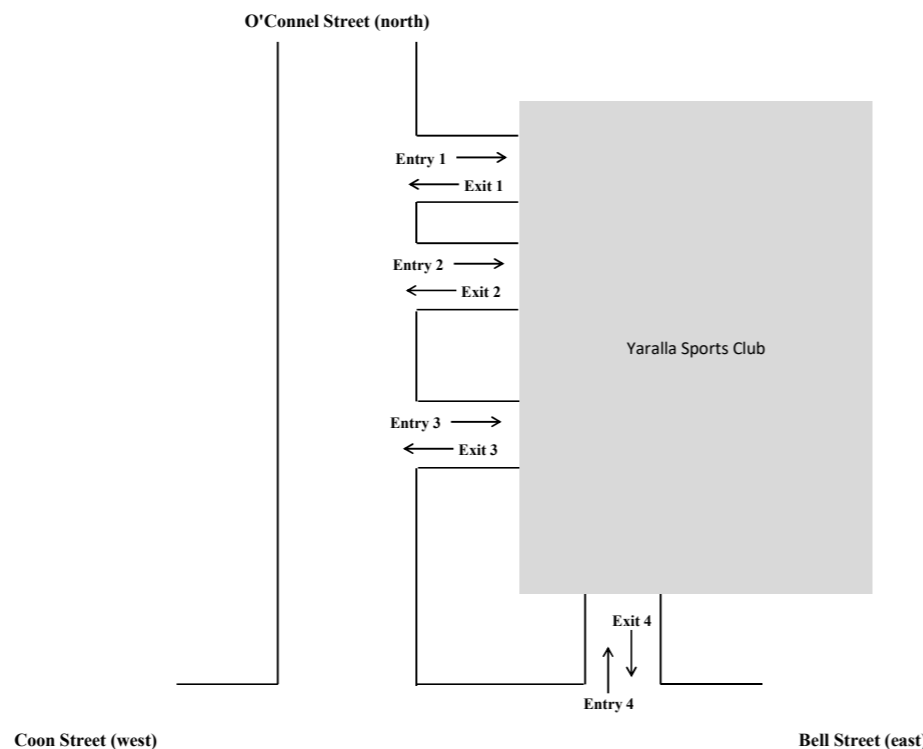
Vehicles Parked on-site at 5:30pm :
 Vehicles Parked on-site at 9:30pm :

| |
|-----|
| 76 |
| 142 |

| TIME (1/4 hr end) | Access 1 | | | | | Access 2 | | | | | Access 3 | | | | | Access 4 | | | | | Total | | | | | Occupancy | | | | | | | | | | | | | | | | | | | |
|----------------------|----------------|----------------|-----------------|--------|----------|----------------|----------------|-----------------|--------|----------|----------------|----------------|-----------------|--------|----------|----------------|----------------|-----------------|--------|----------|----------------|----------------|-----------------|-------|----------|-----------|----------------|----------------|-----------------|-------|----------|----|-----|----|-----|---|----|-----|----|-----|---|----|-----|-----|-----|
| | Entry 1 | | | Exit 1 | | Entry 2 | | | Exit 2 | | Entry 3 | | | Exit 3 | | Entry 4 | | | Exit 4 | | Entry | | | Exit | | | | | | | | | | | | | | | | | | | | | |
| | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | | | | | | | | | | | | | | |
| 5:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 7 | 0 | 0 | 7 | 0 | 9 | 0 | 0 | 9 | 0 | 16 | 0 | 0 | 16 | 0 | 10 | 0 | 0 | 10 | 0 | 82 | | | | | |
| 6:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 5 | 0 | 0 | 5 | 0 | 32 | 0 | 1 | 33 | 0 | 4 | 0 | 0 | 4 | 0 | 10 | 0 | 0 | 10 | 0 | 110 | | | | | |
| 6:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 2 | 0 | 0 | 2 | 0 | 33 | 0 | 1 | 33 | 2 | 4 | 0 | 1 | 5 | 0 | 36 | 0 | 0 | 36 | 2 | 10 | 0 | 1 | 11 | 0 | 135 |
| 6:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 3 | 0 | 4 | 0 | 0 | 4 | 0 | 22 | 0 | 0 | 22 | 0 | 5 | 0 | 0 | 5 | 0 | 26 | 0 | 0 | 26 | 0 | 11 | 0 | 0 | 11 | 0 | 150 | |
| 6:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 3 | 0 | 3 | 0 | 0 | 3 | 0 | 24 | 0 | 0 | 24 | 0 | 6 | 0 | 0 | 6 | 1 | 27 | 0 | 0 | 27 | 0 | 10 | 0 | 0 | 10 | 1 | 167 |
| 7:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 0 | 5 | 0 | 0 | 5 | 0 | 18 | 0 | 1 | 19 | 0 | 8 | 0 | 1 | 9 | 0 | 23 | 0 | 1 | 24 | 0 | 9 | 0 | 1 | 10 | 0 | 181 |
| 7:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 11 | 0 | 0 | 11 | 0 | 8 | 0 | 0 | 8 | 1 | 12 | 0 | 0 | 12 | 0 | 9 | 0 | 0 | 9 | 1 | 184 | |
| 7:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 2 | 0 | 0 | 2 | 0 | 9 | 0 | 0 | 9 | 1 | 6 | 0 | 0 | 6 | 0 | 11 | 0 | 0 | 11 | 1 | 9 | 0 | 0 | 9 | 0 | 186 | |
| 7:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 3 | 0 | 0 | 3 | 0 | 6 | 0 | 0 | 6 | 0 | 16 | 0 | 0 | 16 | 0 | 9 | 0 | 0 | 9 | 0 | 18 | 0 | 0 | 18 | 0 | 177 | |
| 8:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 3 | 0 | 0 | 3 | 0 | 7 | 0 | 0 | 7 | 1 | 10 | 0 | 0 | 10 | 0 | 10 | 0 | 0 | 10 | 1 | 13 | 0 | 0 | 13 | 0 | 174 | |
| 8:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 4 | 0 | 12 | 0 | 0 | 12 | 0 | 4 | 0 | 0 | 4 | 0 | 12 | 0 | 0 | 12 | 0 | 166 | |
| 8:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 1 | 3 | 0 | 3 | 0 | 3 | 0 | 1 | 4 | 0 | 3 | 0 | 1 | 4 | 0 | 6 | 0 | 1 | 7 | 0 | 163 |
| 8:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 7 | 0 | 0 | 7 | 0 | 10 | 0 | 0 | 10 | 0 | 8 | 0 | 0 | 8 | 0 | 12 | 0 | 0 | 12 | 0 | 159 | |
| 9:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 5 | 0 | 8 | 0 | 1 | 9 | 0 | 4 | 0 | 1 | 5 | 0 | 9 | 0 | 1 | 10 | 0 | 154 |
| 9:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 3 | 0 | 10 | 0 | 1 | 11 | 0 | 3 | 0 | 0 | 3 | 0 | 13 | 0 | 1 | 14 | 2 | 143 |
| 9:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 7 | 0 | 7 | 0 | 0 | 7 | 0 | 7 | 0 | 0 | 7 | 0 | 8 | 0 | 0 | 8 | 0 | 142 |
| 4 hr Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 8 | 0 | 0 | 8 | 0 | 36 | 0 | 0 | 36 | 0 | 198 | 0 | 4 | 202 | 4 | 125 | 0 | 5 | 130 | 4 | 236 | 0 | 4 | 240 | 4 | 169 | 0 | 5 | 174 | 4 | |
| PM Peak | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 6 | 0 | 0 | 6 | 0 | 14 | 0 | 0 | 14 | 0 | 16 | 0 | 1 | 112 | 2 | 19 | 0 | 1 | 20 | 1 | 126 | 0 | 1 | 127 | 2 | 41 | 0 | 1 | 42 | 1 | |

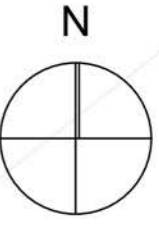
AUSTRALIAN VIDEO PARKING SURVEY

Site No.: 1 Weather:
 Location: Yaralla Sports Club/O'Connell Street, Barney Point
 Day/Date: Monday, 19 August 2019
 PM Peak: Hour ending - 6:30 PM

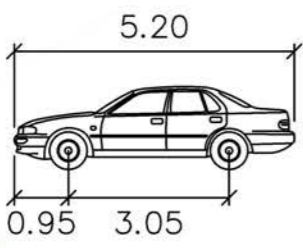


Vehicles Parked on-site at 5:30pm : 62
 Vehicles Parked on-site at 9:30pm : 62

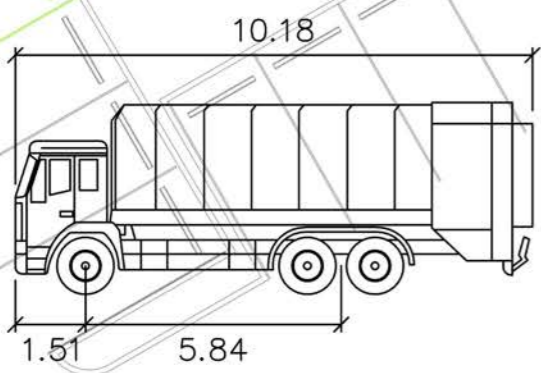
| TIME (1/4 hr end) | Access 1 | | | | | Access 2 | | | | | Access 3 | | | | | Access 4 | | | | | Total | | | | | Occupancy | | | | | | | | | | | | | | | | | | | |
|----------------------|----------------|----------------|-----------------|--------|----------|----------------|----------------|-----------------|--------|----------|----------------|----------------|-----------------|--------|----------|----------------|----------------|-----------------|--------|----------|----------------|----------------|-----------------|-------|----------|-----------|----------------|----------------|-----------------|-------|----------|---|----|----|----|----|---|----|----|----|----|----|----|----|----|
| | Entry 1 | | | Exit 1 | | Entry 2 | | | Exit 2 | | Entry 3 | | | Exit 3 | | Entry 4 | | | Exit 4 | | Entry | | | Exit | | | | | | | | | | | | | | | | | | | | | |
| | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | | Light Vehicles | Heavy Vehicles | Buses & Coaches | Total | Cyclists | | | | | | | | | | | | | | |
| 5:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 3 | 0 | 0 | 3 | 0 | 7 | 0 | 0 | 7 | 0 | 9 | 0 | 0 | 9 | 0 | 10 | 0 | 0 | 10 | 0 | 61 | | | | |
| 6:00 PM | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 3 | 0 | 5 | 0 | 0 | 5 | 0 | 4 | 0 | 0 | 4 | 0 | 7 | 0 | 0 | 7 | 0 | 9 | 0 | 0 | 9 | 0 | 59 | | | | |
| 6:15 PM | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 4 | 0 | 0 | 4 | 0 | 2 | 0 | 0 | 2 | 0 | 9 | 0 | 0 | 9 | 0 | 6 | 0 | 0 | 6 | 0 | 62 | | | | | |
| 6:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 8 | 0 | 1 | 0 | 0 | 1 | 0 | 10 | 0 | 0 | 10 | 0 | 4 | 0 | 0 | 4 | 0 | 0 | 4 | 0 | 76 | | | | | | |
| 6:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 3 | 0 | 10 | 0 | 0 | 10 | 0 | 3 | 0 | 0 | 3 | 0 | 83 | | | | | |
| 7:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 2 | 0 | 0 | 2 | 0 | 2 | 0 | 0 | 2 | 0 | 3 | 0 | 0 | 3 | 0 | 4 | 0 | 1 | 5 | 0 | 81 | | | | |
| 7:15 PM | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 3 | 0 | 4 | 0 | 0 | 4 | 0 | 5 | 0 | 0 | 5 | 0 | 5 | 0 | 0 | 5 | 0 | 81 | | | | |
| 7:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 2 | 0 | 0 | 2 | 0 | 4 | 0 | 1 | 5 | 0 | 4 | 0 | 1 | 5 | 0 | 6 | 0 | 0 | 6 | 0 | 80 | | | | | |
| 7:45 PM | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 1 | 0 | 0 | 1 | 0 | 2 | 0 | 0 | 2 | 0 | 3 | 0 | 0 | 3 | 0 | 1 | 0 | 0 | 1 | 0 | 3 | 0 | 0 | 3 | 0 | 9 | 0 | 0 | 9 | 0 | 74 | | | | |
| 8:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 2 | 0 | 0 | 2 | 0 | 2 | 0 | 0 | 2 | 0 | 3 | 0 | 0 | 3 | 0 | 73 | | | | | |
| 8:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 6 | 0 | 0 | 6 | 0 | 69 | | | | | |
| 8:30 PM | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 2 | 0 | 0 | 2 | 0 | 1 | 0 | 0 | 1 | 0 | 2 | 0 | 0 | 2 | 0 | 4 | 0 | 0 | 4 | 0 | 67 | | | | |
| 8:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 3 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 69 | | | | |
| 9:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 3 | 0 | 0 | 66 | | | | | |
| 9:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 5 | 0 | 0 | 5 | 0 | 62 | | | | | |
| 9:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 62 | | | | | |
| 4 hr Total | 2 | 0 | 0 | 2 | 0 | 5 | 0 | 0 | 5 | 0 | 6 | 0 | 0 | 6 | 0 | 13 | 0 | 0 | 13 | 0 | 31 | 0 | 0 | 31 | 0 | 45 | 0 | 1 | 46 | 0 | 30 | 0 | 1 | 31 | 0 | 79 | 0 | 1 | 80 | 0 | 79 | 0 | 80 | 0 | 62 |
| PM Peak | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 8 | 0 | 13 | 0 | 0 | 13 | 0 | 23 | 0 | 0 | 23 | 0 | 7 | 0 | 0 | 7 | 0 | 43 | 0 | 0 | 43 | 0 | 29 | 0 | 29 | 0 | 62 | |



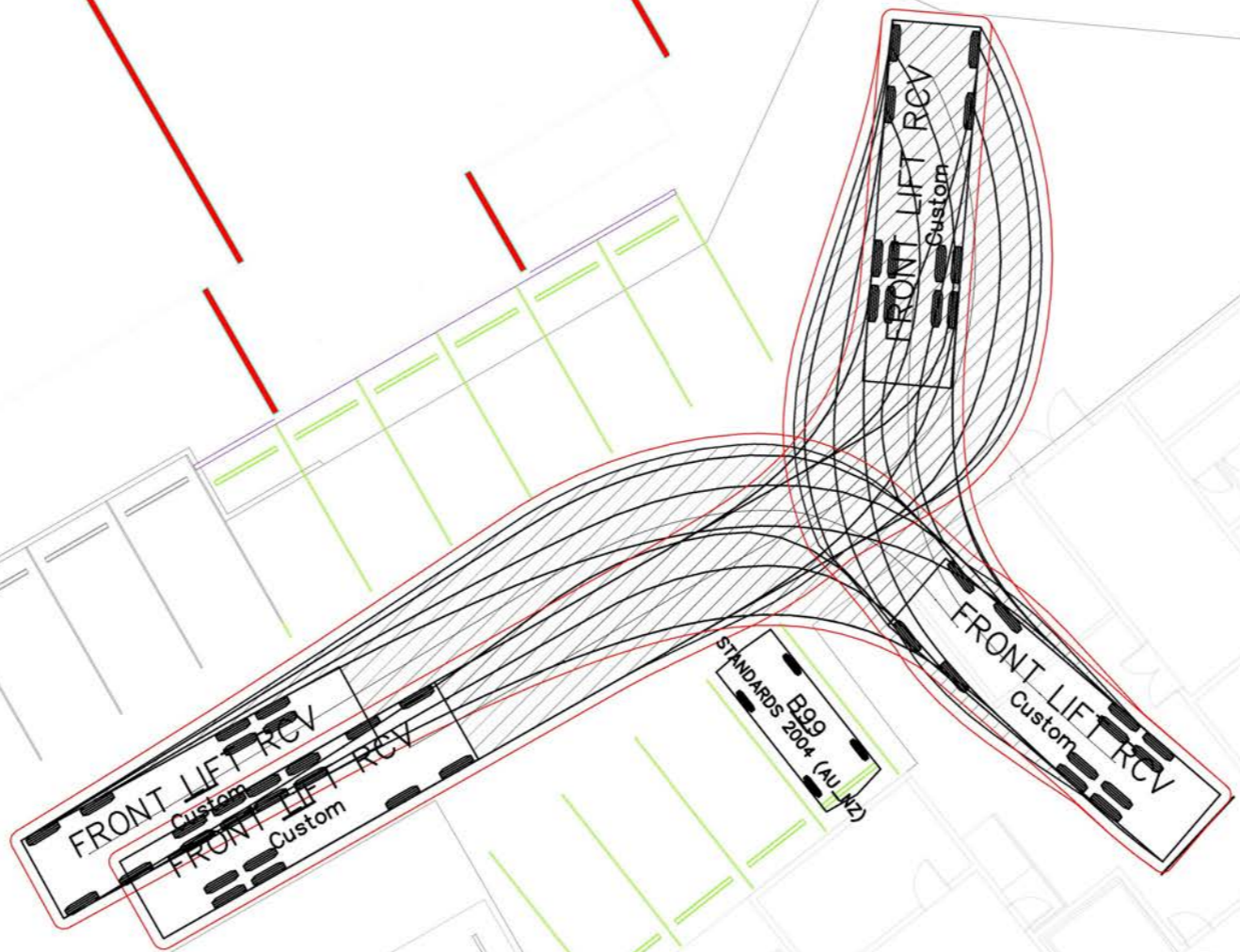
**EXISTING
FITNESS CENTRE**



B99
 meters
 Width : 1.94
 Track : 1.84
 Lock to Lock Time : 6.0
 Steering Angle : 33.9



FRONT LIFT RCV
 meters
 Width : 2.49
 Track : 2.50
 Lock to Lock Time : 6.0
 Steering Angle : 31.4



**EXISTING
SPORTS**

PTT
 ABN 96 067 593 962
 P 07 3839 6771 WWW.PTT.COM.AU
 Level 2, 62 Astor Tce, Spring Hill QLD 4000

| REV. | AMENDMENTS | DRN | DATE |
|------|----------------|-----|----------|
| C | UPDATED LAYOUT | MY | 10/09/19 |
| B | UPDATED LAYOUT | MY | 6/09/19 |
| A | | MY | 4/09/19 |

PROJECT TITLE:
YARALLA SPORTS CLUB

DRAWING TITLE:
RCV MANOEUVRING

CLIENT:
BSPN ARCHITECTURE

| | | | |
|----------------------|-----------------|-------------------|------------------|
| DATE: 11/09/19 | SCALE: 1:200 | DRAWN: MY | APPROVED: JPG |
| DRAWING NO. SK001 | REV C | JOB NO. 20-024 | |