

23/04/2026

Minister for Planning
c/o Duncan Shearer
Planning Officer, Crown and Impact Assessment
Planning and Land Use Services

Dear Duncan,

Re: 26008172 – Coles - Port Adelaide

Thank you for the opportunity to provide comment in relation to the above application.

Council's in house specialists in the property and engineering sections have reviewed the proposed development and provide the following comments and recommendations for the assessment of the application:

Easements:

1. The development includes encroachment over a number of easements benefiting third parties. These easements are not under Council's control and may require approval from the relevant authorities and beneficiaries. Accordingly, the following condition is requested to be applied to the DNF:

Condition:

The granting of this approval does not remove the Applicant's responsibility to obtain all necessary approvals from relevant Statutory Authorities, landowners, and beneficiaries of any easement affected by the proposed development.

In the absence of such approvals, amended plans and/or a variation to this approval may be required.

Land Management Agreement:

2. The Certificate of Title (Volume 6012 Folio 202) identifies, within the Schedule of Dealings, the following encumbrance over the subject site:

10954073 – Agreement under the Development Act 1993 pursuant to Section 57(2) over Portions A and C in GP 11/2008, commonly referred to as a Land Management Agreement (LMA).

* A copy of the LMA is attached as an appendix.

During preliminary discussions, the existence of the LMA was raised with the applicant's consulting engineer to provide an opportunity to review the development against the LMA and, if required, pursue a variation. To date, no such variation has been proposed.

Council has undertaken a review of the proposal against the LMA, with particular regard to the Owner's Obligations under Section 2.

In relation to public access through Quebec Mall, the LMA provides for the continuation of public access except where works have been undertaken in accordance with the original approved development. The extent to which the current proposal aligns with this provision has not been clearly demonstrated, particularly having regard to the role this connection performs within the broader pedestrian network.

Council's Traffic Department has advised that pedestrian connectivity through this location must be maintained due to its importance in facilitating movement, including connections to public transport. While alternative built form outcomes may be achievable, the current proposal does not demonstrate that an equivalent level of accessibility and connectivity would be maintained.

In relation to the fountain and plaque, the LMA requires these elements to be retained on the land or relocated within the Port Mall / Port Centre precinct to the reasonable satisfaction of Council. The proposal does not provide sufficient detail to demonstrate how this obligation will be met.

Council would support an alternative built form outcome that encloses the existing '*open-air walkway*', provided that:

- a) the pedestrian connection is maintained at a minimum width of 5 metres, which may require redesign of the internal building layout; and
- b) the walkway remains publicly accessible during clearly defined operating hours, with any closure outside of these hours appropriately managed.

Council would also support the relocation of the fountain and plaque to an alternative location within the site, such as the car park entrance, subject to the provision of detailed design documentation demonstrating that the relocated outcome maintains their visibility, accessibility, and public realm value to Council's satisfaction.

In the absence of the above, the proposal has not demonstrated consistency with the intent of the LMA and would not be supported by Council in its current form.

Civil / Stormwater:

3. The submitted stormwater modelling adopts the minor storm event as the 10-year ARI (10% AEP), which is not consistent with Council's downstream stormwater system design standards. The receiving system has historically been designed based on a minor (5-year ARI – 0.2 EY) and major (100-year ARI – 1% AEP) storm event framework.

In addition, a time of concentration of 5 minutes has been adopted, which is not considered representative of a catchment of approximately 9,000 m² and may result in an underestimation of critical storm durations and associated peak flows.

As these assumptions directly influence the sizing and spatial requirements of stormwater infrastructure, and therefore the functional layout of the development, further clarification and revision is required.

Accordingly, the applicant (TMK Engineering) should:

- a. Revise the pre-development modelling to adopt the 5-year ARI (0.2 EY) minor storm event, consistent with Council's downstream system, and demonstrate that sufficient space and storage volume has been allocated for stormwater detention, and
- b. Provide a justified time of concentration calculation to confirm the critical storm duration adopted for pre-development runoff modelling.

For reference, Council has undertaken a high-level check of the permissible site discharge which results in the following permissible discharge rates,

- Minor Storm (0.2-EY) = 90 L/s
- Major Storm (1% AEP) = 250.28 L/s

During the minor storm event, Council's calculated permissible discharge rate is significantly lower than the approximately 190 L/s derived from the submitted modelling. In the absence of appropriately designed detention and flow control measures, the proposed discharge is likely to exceed the capacity of the receiving downstream stormwater system and may exacerbate existing flooding conditions.

1	Project:	Port Mall Development
2	Plan SA Reference:	20000172
3	Date:	14/04/2026
4	Pre-Development Catchment Details	
5	Catchment Characteristics	
6	Development Area	9050 m ²
7	Impervious Fraction	0.75
8	Time of Concentration	
9	Fennel's Equation	
10	$t = \frac{1.47 \times L^{0.76} \times S^{-0.19}}{0.98}$	
11	L	100 Overland sheet flow path length (m)
12	n	0.01 Horton's surface roughness factor
13	S	0.50% Slope of surface (%)
14	t	14.33 Time of Concentration (minutes)
15	Permitted Site Discharge (Rational Method)	
16	I _{allow}	25.87 mm/hr
17	C _u	0.7525 unitless QUAM 2017 - Table 4.5.3
18	Minor Storm - Permitted Site Discharge:	
19	Rainfall Intensity	48.95 mm/hr (0.2 Year ARI) Rainfall intensity has been linearly interpolated
20	Frequency Factor (F _s)	0.95 unitless QUAM 2017 - Table 4.5.2
21	Coefficient of Runoff	0.71 unitless
22	Major Storm - Permitted Site Discharge:	
23	Rainfall Intensity	110.3 mm/hr (100-Year ARI) Rainfall intensity has been linearly interpolated
24	Frequency Factor (F _s)	1.2 unitless QUAM 2017 - Table 4.5.2
25	Coefficient of Runoff	0.902 unitless

Surface Type	n	n
Concrete or Asphalt	0.013	0.013
Bare Sand	0.05	0.056
Gravelled Surface	0.032	0.03
Bare Clay Loam Soil (eroded)	0.032	0.033
Lawns	0.17	0.48

- Stormwater calculations have been undertaken using DRAINS and MUSIC however, the associated modelling files have not been submitted for review.

Accordingly, Council is unable to undertake a detailed assessment of the proposed stormwater system. It is requested that the DRAINS (.drn) and MUSIC (.mxproj) model files be provided to Council to assess the impacts this development has on Council's downstream stormwater system.

Traffic:

- The proposed building expansion in the northern carpark will compromise the parking aisle width, rendering it non-compliant and functionally inadequate, as illustrated in the image below. Parking aisle widths must meet the minimum requirements specified in AS 2890.1 to ensure safe and efficient vehicle circulation, including sufficient space for manoeuvring into and out of parking bays.



- Council has received multiple requests from the community for a dedicated taxi zone near the Port Mall entry within the car park, noting that many elderly patrons rely on taxis for transport. It

is therefore recommended that a designated taxi zone be provided in close proximity to the proposed mall entrance to improve accessibility and convenience.

Conclusion

Council is, in principle, supportive of the proposed development provided that the assessment matters raised above are resolved.

Although the LMA is a separate process to the Development Assessment, it is highly recommended that this matter is resolved prior to the finalisation of the development application, as the proposal is currently at odds with the LMA and is not supported.

Council's staff are available for further consultation should the applicant wish engage in further discussion regarding the LMA.

Recommended conditions:

The following conditions are encouraged to be included in the decision in the event that planning consent is granted:

1. All stormwater from the proposed development shall be captured, stored, re-used or disposed of in accordance with the National Construction Code (NCC) and AS/NZS 3500.3:2018 such that it provides orderly, sustainable and legal stormwater management and does not result in the entry of water into, or affect the stability of any building or adjoining land, or overload the capacity of receiving stormwater drainage systems. In granting this approval Council accepts no liability for any damage or nuisance caused in the event that site, building floor levels, and stormwater management systems are not designed and installed in accordance with this condition. All stormwater systems shall be connected prior to occupation of the Development.
2. The granting of this approval does not remove the Applicant's responsibility to obtain all necessary approvals from relevant Statutory Authorities, landowners, and beneficiaries of any easement affected by the proposed development.

In the absence of such approvals, amended plans and/or a variation to this approval may be required.

Recommended Notes:

The following note is encouraged to be included in the decision in the event that planning consent is granted:

1. All works on Council Land including driveway crossovers, stormwater connections, tree removals, and underground electrical connections shall be completed in strict accordance with Council requirements. Pursuant to sections 217, 218 and 233 of the Local Government Act 1999, failure to construct works fully or satisfactorily, or rectify any damage caused on Council Land will result in Council ordering the Land Owner to remove, construct, or re-construct as deemed appropriate by Council. If the Land Owner does not comply with Council's request, Council will complete the works and recover the cost from the Land Owner. A fine of up to \$5,000 may also be incurred. It is recommended that photographs of all Council infrastructure adjacent the proposed Development be taken prior to the commencement of works. All redundant driveway crossovers and inverts shall be reinstated with upright kerbing and footpath.

If you require further information or would like to discuss this matter, please contact me on 8405 6865.

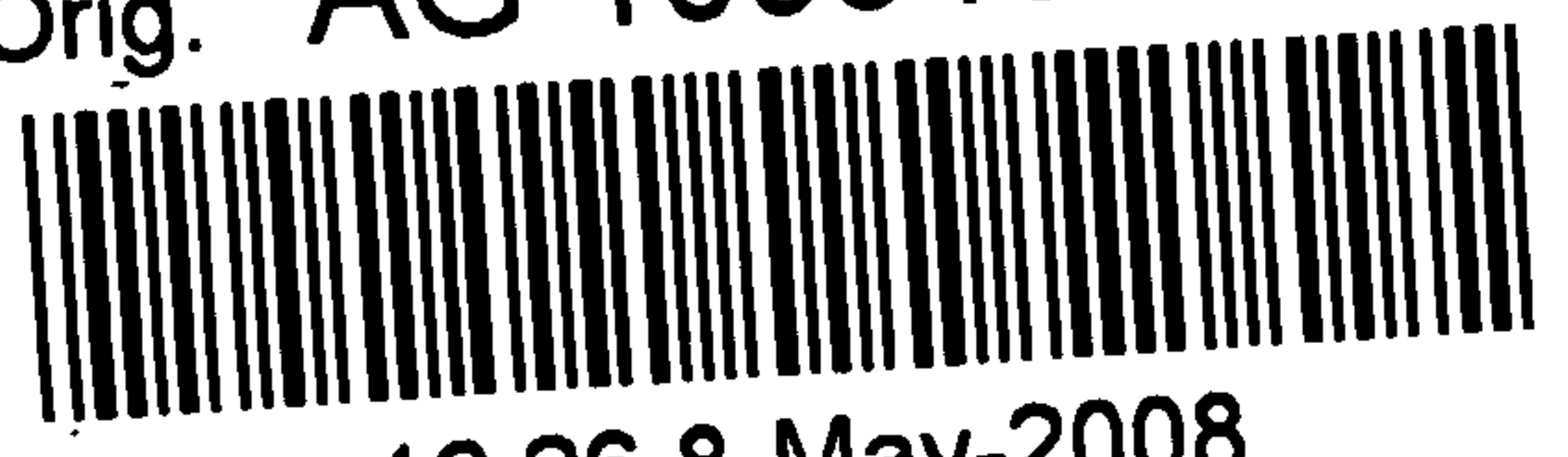
Yours sincerely,

Karen Mitrovic

Senior Development Officer – Planning

Email: karen.mitrovic@cityofpae.sa.gov.au

Orig. AG 10954073



16:26 8-May-2008
1 of 1

Fees: \$108.00 ✓

Prefix
Series No.

RU 10898265

\$108 —

PO 10577321

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

Solicitor/Registered Conveyancer/Applicant
Melanie Lynn

AGENT CODE

Lodged by: WALLMANS LAWYERS
173 Wakefield Street
ADELAIDE SA 5000

Correction to: WALLMANS LAWYERS WALL

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1.
2.
3.
4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.
2.
3.
4.

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

CORRECTION	PASSED
04 JUL 2008	
REGISTERED 	pro

Insert type of document
document here

APPLICATION TO NOTE – DEVELOPMENT ACT 1993
LAND MANAGEMENT AGREEMENT

TO: THE REGISTRAR GENERAL

CITY OF PORT ADELAIDE ENFIELD of 163 St Vincent Street, Port Adelaide **HEREBY APPLIES** pursuant to the provisions of Section 57(5) of the Development Act, 1993 for the noting of the attached Deed dated the 8th day of May 2008 and made between **CITY OF PORT ADELAIDE ENFIELD** aforesaid as the Council of the one part and **ELEVEN SAILS PTY LTD ACN 096 567 430** of PO Box 145, Glenside SA 5065 as the Owner of the other part as a Land Management Agreement pursuant to Section 57(2) of the said Act. The said Deed binds the whole of the land comprised in Certificate of Title Register Book Volume 5462 Folio 520 hereinafter called "Fountain Land" and that portion of the land comprised in Certificate of Title Register Book Volume 5935 Folio 908 marked "A/C" in GRO Plan number 11 / 2008 attached as Annexure "A" hereinafter called "portion of Quebec Mall" and operates to control the future management of the said land.

DATED the 8th day of May 2008

NOW WHOLE OF LAND IN
CT. VOL 6012 FOL 102-3

THE COMMON SEAL of
CITY OF PORT ADELAIDE ENFIELD
was hereunto affixed in the presence of:

Mayor

City Manager

Seal Reference
No. 06/010

The Owner **HEREBY CONSENTS** to the noting of the attached Land Management Deed

EXECUTED by **ELEVEN SAILS PTY LTD**)
in accordance with its Constitution)
in the presence of:-)

Director

ANDREW CHARLES COHEN

Director/Secretary

PETER WILLIAM KELLY

THIS DEED is made the 8th day of May 2008

BETWEEN: CITY OF PORT ADELAIDE ENFIELD of 163 St Vincent Street, Port Adelaide (hereinafter with its successors and assigns called "the Council") of the one part.

AND: ELEVEN SAILS PTY LTD ACN 096 567 430 of PO Box 145, Glenside SA 5065 (hereinafter with his or its executors administrators successors and assigns as the case may be called "the Owner") of the other part.

RECITALS:

- A. The Owner is or is entitled to be proprietor of an estate in fee simple in the whole of the land comprised in Certificate of Title Register Book Volume 5462 Folio 520 ("**Fountain Land**") and that portion of the land comprised in Certificate of Title Register Book Volume 5935 Folio 908 marked "A" in GRO Plan attached as Annexure "A" ("**portion of Quebec Mall**");
- B. By a Development Application numbered 040/1092/02 (hereinafter called "**the Application**") the Owner sought provisional development plan consent and/or provisional building rules consent pursuant to the provisions of the *Development Act, 1993* (hereinafter called "**the Act**"), from the Council, to develop the Land (hereinafter called "**the proposed Development**");
- C. Pursuant to the provisions of Section 57(2) of the Act the Owner has agreed with the Council to enter into this Deed relating to the management of the Land subject to the terms and conditions hereinafter mentioned.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

- 1.1 The parties acknowledge that the matters recited above are true and accurate and agree that they shall form part of the terms of this Deed.
- 1.2 In the interpretation of this Deed unless the context shall otherwise require or admit:
 - 1.2.1 Words and phrases used in this Deed which are defined in the Act or in the Regulations made under the Act shall have the meanings ascribed to them by the Act or the Regulations as the case may be;
 - 1.2.2 References to any statute or subordinate legislation shall include all statutes and subordinate legislation amending consolidating or replacing the statute or subordinate legislation referred to;
 - 1.2.3 The term "the Owner" where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes his heirs, executors, administrators and transferees and where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the

companies or persons being registered or entitled to be registered as the proprietor of an estate in fee simple to the Land or to each and every one of all separate allotments into which the Land may be divided after the date of this Deed subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Certificate of Title thereof;

- 1.2.4 The term "person" shall include a corporate body;
 - 1.2.5 The term "Land" means any part or parts of the Fountain Land and portion of Quebec Mall;
 - 1.2.6 Any term which is defined in the statement of the names and descriptions of the parties or in the Recitals shall have the meaning there defined;
 - 1.2.7 Words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively;
 - 1.2.8 Words importing any gender shall include every gender;
 - 1.2.9 Where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they shall be bound jointly and each of them severally.
- 1.3 Clause headings are provided for reference purposes only and shall not be resorted to in the interpretation of this Deed.
 - 1.4 The requirements of this Deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

2. OWNER'S OBLIGATIONS

The Owner hereby agrees that:

- 2.1 it will permit and not in any way restrict public access to and over portion of Quebec Mall other than that area on which works have been undertaken in accordance with the Application so that it will be continued to be used as a public mall;
- 2.2 it will construct the proposed Development strictly in accordance with all necessary approvals and consents under the Act for the proposed Development and *The Building Code of Australia*;
- 2.3 it will not construct any buildings or improvements on any portion of the Land other than the proposed Development without obtaining the prior written approval of the Council which will not be unreasonably withheld and any subsequent works will also be constructed strictly in accordance with all necessary approvals and consents under the Act and *The Building Code of Australia*;
- 2.4 it will ensure that the fountain and plaque currently situated in the northern section of that portion of the Land comprised in Certificate of Title Register Volume ~~5375~~ Folio ~~339~~ ⁵²⁶² ~~520~~ will remain on the Land or on a site within the Port Mall/Port Centre precinct reasonably acceptable to Council and will maintain the fountain and plaque. If, at any time, the fountain and plaque are not positioned or maintained to the reasonable satisfaction of Council, the ownership of the

fountain and plaque will be transferred at no cost to Council which will arrange for the fountain and plaque to be removed and placed in a position acceptable to Council;

- 2.5 it has purchased the Land with full knowledge of the dimensions and areas of the encroachment onto and over portion of the Land by the verandah of the building constructed on the land which abuts the Land and is owned by St George Bank ("**St George Encroachment**"). The Owner has bought the Land subject to the St George Encroachment and will not in any way restrict access by St George Bank, its officers, employees, customers and the general public to the building erected on the land owned by St George Bank or over the St George Encroachment; and
- 2.6 it will ensure that The Naval Association of Australia (South Australia) Incorporated ("**the Naval Association**") is granted unlimited access at all times to portion of Quebec Mall relating to the flower box, memorial, anchor and flagpole which are on portion of Quebec Mall identified on the site plan attached to this Deed as Annexure ~~A~~ ^B ("**the Site Plan**") and access in consultation with the Owner for maintenance purposes relating to the flower box, memorial, anchor and flagpole identified on the Site Plan and it will permit the Naval Association the right to add additional memorials to portion of Quebec Mall where appropriate in consultation with the Owner.

3. **RESTRICTION ON LEASING AND OTHER DEALINGS**

The Owner shall not grant any lease licence easement or other right of any nature whatsoever which may give any person the right to possession or control of or entry on to the Land which right would enable such person to breach any of the obligations imposed on the Owner by this Deed unless such grant:

- 3.1 is expressed in writing;
- 3.2 is made with the previous written consent of the Council; and
- 3.3 contains as an essential term a covenant by the grantee not to do or omit to do (or suffer or permit any other person to do or omit to do) any act matter or thing which would constitute a breach by the Owner of the Owner's obligations under this Deed.

4. **COUNCIL'S POWERS OF ENTRY, ETC**

- 4.1 The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter the Land for the purpose of:
- 4.1.1 inspecting the Land and any building or structure thereupon;
- 4.1.2 exercising any other powers of the Council under this Deed or pursuant to law.
- 4.2 If the Owner is in breach of any provision of this Deed, the Council may, by notice in writing served on the Owner, specify the nature of the breach and require the Owner to remedy the breach within such time as may be nominated by the Council in the notice (being not less than twenty eight (28) days from the date of service of the notice) and if the Owner fails so to remedy the breach, the

Council or its servants Or agents may carry out the requirements of the notice an4 in doing so may enter and perform any necessary works upon the Land and recover any costs thereby incurred from the Owner.

4.3 If in a notice referred to in Clause 4.2 the Council requires the removal of the building or structure from the Land the Council and its servants or agents are hereby authorised and empowered by the Owner to enter and remove the building or structure from the Land and to dispose of it in any manner determined by the Council provided that if the building or structure shall have any monetary value then the Council shall use its best endeavours to realise that monetary value and shall after the disposal account to the Owner and pay to him the realised value less all expenses incurred.

4.4 The Council may delegate any of its powers under this Deed to any person.

5. VARIATION AND WAIVER

5.1 This Deed may not be varied except by a Supplementary Deed signed by the Council and the Owner.

5.2 The Council may waive compliance by the Owner with the whole or any part of the obligations on the Owner's part herein contained provided that no such waiver shall be effective unless expressed in writing and signed by the Council.

6. NOTICES

Notice shall for the purposes of this Deed be properly served on the Owner if it is:

6.1 posted to the Owner's last address known to the Council; or

6.2 affixed in a prominent position on the Land.

7. COSTS

The Owner hereby indemnifies the Council and agrees to keep it forever indemnified in respect of the whole of its costs and expenses (including without limitation legal costs and expenses) of and incidental to the negotiation preparation, execution, stamping and registration of this Deed.

8. REGISTRATION OF THIS DEED

Each party shall do and execute all such acts documents and things as shall be necessary to ensure that as soon as is possible after the execution of this Deed by all necessary parties this Deed is registered and a memorial thereof entered on the Certificate of Title for the Land pursuant to the provisions of Section 57(5) of the Act in priority to any other registrable interest in the Land save and except for the estate and interest of the Owner therein.

9. GOVERNING LAW

The law governing the interpretation and implementation of the provisions of this Deed shall be the law of South Australia.

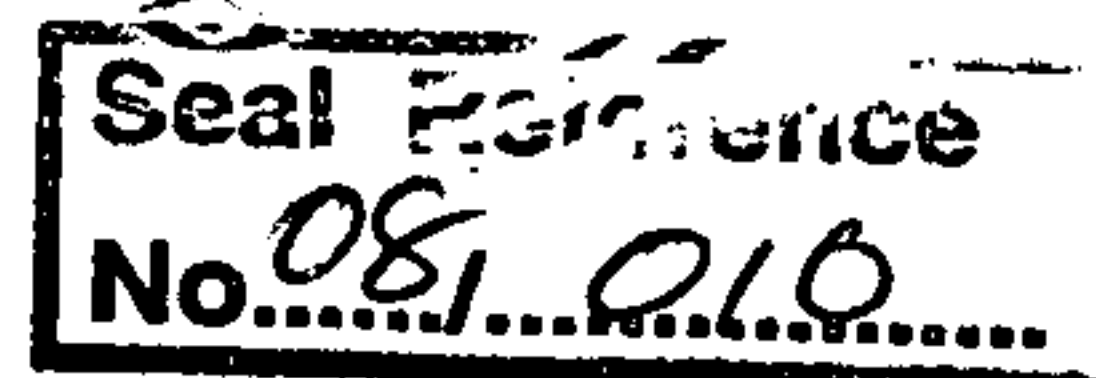
10. GENERAL PROVISIONS •

- 10.1 If any provision of this Deed shall be found by a court of competent jurisdiction to be invalid or unenforceable in law THEN and in such case the parties hereby request and direct such court to sever such provision from this Deed.
- 10.2 This Deed contains the whole agreement between the parties in respect of the matters referred to herein.

THE COMMON SEAL of)
CITY OF PORT ADELAIDE ENFIELD)
was hereunto affixed in the presence of:)

..... Mayor

..... City Manager



THE COMMON SEAL of)
ELEVEN SAILS PTY LTD)
is affixed in the presence of:)

X Director

X Director/Secretary

The Owner **HEREBY CERTIFIES** pursuant to Section 57(4) of the *Development Act 1993* that no other person has a legal interest in the Land.

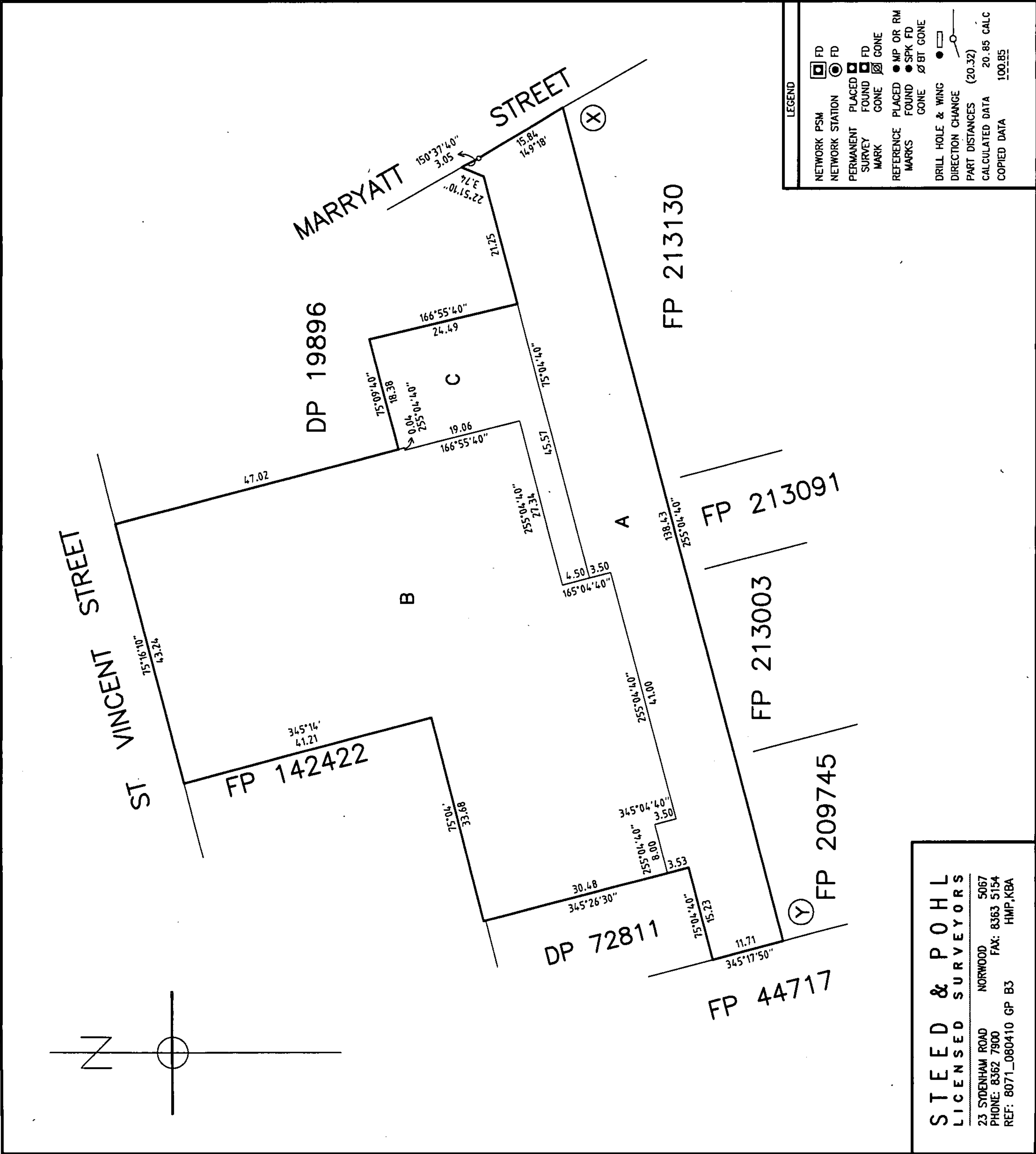
X
ANDREW CHARLES COLLINS

X
PETER WILLIAM KERRIN

ANNEXURE "A"

Land

PLAN NUMBER	
DEPOSITED	/ 20
ACCEPTED FOR FILING	PRO REGISTRAR GENERAL
MAP REF. 6628-31-r	REV. No.
TITLE SYSTEM RPA	
TITLE REFERENCE PT CT 5941/551, CT 5462/520, CT 5935/908, RTD 10579321	
O-B/LAST PLAN REF. TOTAL AREA	
DOCKET No.	
FIELD BOOK No.	
CLOSURE CHECKED	PLAN EXAMINED
PLAN APPROVED P.M.S. APPROVED	
IRRIGATION AREA - DIVISION	
HUNDRED PORT ADELAIDE	
AREA PORT ADELAIDE	
COUNCIL CITY OF PORT ADELAIDE ENFIELD	
PLAN FOR LAND MANAGEMENT AGREEMENT	
ALLOTMENT 51 IN DP 72811	
SCALE	METRES
0 10 20 30 40 50	
STATEMENTS CONCERNING EASEMENTS ANNOTATIONS AND AMENDMENTS	
SEE D72811 FOR EASEMENT DETAILS	
PCPLANS	
ALL DISTANCES ARE GROUND DISTANCES	
COMBINED SCALE FACTOR	
BEARING DATUM (X) - (Y) 255°04'40" - DISTANCE -	
DERIVED FROM DP 72811 (ADOPTED)	
I, licensed surveyor of South Australia do hereby certify -	
(1) That this plan has been made from surveys carried out by me or under my personal supervision and in accordance with the Survey Act 1992	
(2) That the field work was completed on the 20 day of	
except for final placement of survey marks. (strike out if not applicable)	
Date	Licensed Surveyor



STEED & POHL
LICENSED SURVEYORS

23 SYDENHAM ROAD
PHONE: 8362 7900
REF: 8071_080410 GP B3

NORWOOD
FAX: 8363 5154
HMP, KBA

ANNEXURE "B"

Site Plan

