

# **Thebarton Oval Precinct Memorandum of Agreement**

**City of West Torrens ABN 16 346 877 634**

**Adelaide Football Club Limited ABN 48 008 101 568**

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MEMORANDUM OF AGREEMENT

THIS AGREEMENT IS MADE THE 10<sup>th</sup> DAY OF NOVEMBER 2022

**BETWEEN**

**CITY OF WEST TORRENS ABN 16 346 877 634** of 165 Sir Donald Bradman Drive, Hilton SA 5033 (the **Council**)

and

**ADELAIDE FOOTBALL CLUB LIMITED ABN 48 008 101 568** of 105 West Lakes Boulevard West Lakes SA 5021 (**AFC**)

**BACKGROUND**

- A. The Council is the owner in fee simple of the land identified in the Plan and comprised in Certificates of Title Volume 6131 Folios 655 and 656. Volume 5092 Folio 344, portion of Volume 5436 Folio 231 and portion of Volume 6221 Folio 506, more commonly known as 'Kings Reserve' and 'Thebarton Oval' (the **Land**).
- B. The Council and AFC are in negotiations in relation to a proposed lease in the Land to be granted by the Council to AFC and to that end, the Council has undertaken a period of public consultation in accordance with the requirements of section 202 of the LG Act and its *Public Consultation Policy* (the **Lease Consultation**).
- C. AFC and the Council acknowledge and agree that the Land will need to be redeveloped to meet the requirements of AFC as a lessee of the Land, however acknowledge the community sentiment in relation to the public's on-going use of, and access to, the Land.
- D. The Council and AFC propose to enter into various agreements, subject to the parties meeting the conditions precedent set out in this MOA.
- E. The parties have entered into this binding MOA to demonstrate their *bona fides* to work together to progress the intentions of the parties, and to address the genuine needs of the community, ahead of the parties entering into the Transaction Documents.

**OPERATIVE PART**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this MOA:

**Agreed Masterplan** means the masterplan for the Project, as approved by the Council and AFC, with input from the MAG in accordance with clause 4.3.

**Action** means any action to be performed by either or both parties (including, where relevant, any third party), in order to complete a Stage and/or execute a Document, as set out in the Flowchart.

**Approval** means any approval to be obtained by a party, in order to complete a Stage and/or execute a Document, as set out in the Flowchart.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in South Australia.

**Commencement Date** means the dated of execution of this MOA.

**Condition or Conditions**, is defined in clause 3.1.

**Confidential Information** means any documentation or information of a confidential nature supplied by either of the parties to the other in connection with this MOA or any Transaction Document (and its preparation or negotiation) and includes financial, commercial, contractual or marketing information possessed by each party but specifically excludes any documentation or information which has been previously published or otherwise disclosed to the general public or is required to be disclosed by law.

**Contribution Deed** means a Contribution Deed to be entered into between the parties in relation to their respective financial contributions towards the Project.

**Council Area** means the area for which the Council is constituted in accordance with the LG Act.

**Council's Policy or Council's Policies** means, at any relevant time, the prevailing policy or policies adopted by the Council relevant to the activities contemplated by this MOA.

**Development Deed** means a Development Deed to be entered into between the parties in relation to the development of the Land in accordance with the Agreed Masterplan, including the grant of a construction licence to AFC to perform the Redevelopment and, upon completion, to enter into the Proposed Lease.

**Document** means the relevant Transaction Document to be executed by the parties, in order to complete a Stage, as set out in the Flowchart.

**Flowchart** means the flowchart of the Project annexed to this MOA as Annexure A.

**Key Commercial Lease Terms** means the Key Commercial Lease Terms published by the Council as part of the Lease Consultation.

**Land** has the meaning given in Background paragraph A.

**Lease Consultation** has the meaning given in Background paragraph B.

**Lease Covenants** means the Lease Covenants in the form made publicly available as part of the Lease Consultation.

**LG Act** means the *Local Government Act 1999*.

**Masterplan Advisory Group or MAG** has the meaning given in clause 4.1.1.

**Member** means, at any relevant time, an elected member of the Council, namely the Mayor and each councillor.

**MOA** means this Memorandum of Agreement, as executed by the parties (and as amended from time to time).

**Project** means development, operation and use of the Land in accordance with the Transaction Documents and for the term of the Proposed Lease.

**Project Master Deed** means a Project Master Deed to be entered into between the parties in relation to the preliminary obligations of the parties to proceed with the Agreed Masterplan and Redevelopment.

**Proposed Lease** means the ground lease of the Land, in accordance with the Project Master Deed (and having regard to but not limited by the Key Commercial Lease Terms and Lease Covenants), as may be further negotiated between the parties.

**Redevelopment** means the development of the Land in accordance with the Agreed Masterplan, for the purposes of the Project.

**Service Level Agreement** means a Service Level Agreement to be entered into between the parties in relation to their respective maintenance and repair obligations for the Land.

**Stages** means the various Stages set out in the Flowchart.

**Transaction Documents** means each of the following documents, upon their execution:

- (a) this MOA;
- (b) the Project Master Deed;
- (c) the Development Deed;
- (d) the Contribution Deed;
- (e) the Service Level Agreement to be made between the Council and AFC in respect of the Land; and
- (f) any other agreement or document made between the Council and AFC in relation to the Project, which the parties agree in writing is a "Transaction Document" for the purposes of any Transaction Document (and in the case of the Council, 'agree' for the purposes of this paragraph (f) means approval by resolution of the Members at a formally constituted Council meeting).

**URPS Report** means the independent report prepared by URPS in response to the Lease Consultation.

## 1.2 Interpretation

In this MOA, unless the context otherwise requires:

- 1.2.1 headings do not affect interpretation;
- 1.2.2 a reference to a 'party' or 'parties' is a reference to a party or the parties to this MOA (as the case may be);
- 1.2.3 the term "person" includes a corporate body, partnership, association, government body or other entity;
- 1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.5 singular includes plural and plural includes singular;

1.2.6 a reference to any statute or subordinate legislation includes all statutes and subordinate legislation amending, consolidating or replacing the statute or subordinate legislation referred to.

### 1.3 Legal effect of this MOA

The parties acknowledge and agree that:

1.3.1 this MOA is and is intended to be legally enforceable and binding on the parties to the extent of its terms;

1.3.2 the matters set out in the Background to this MOA are true and accurate and form part of the terms of this MOA; and

1.3.3 this MOA obliges the Council and AFC to act in good faith in order to finalise and agree or execute the Agreed Masterplan and the Transaction Documents.

## 2. PURPOSE

The Council and AFC have entered into this MOA to record their commitment to:

2.1 negotiate in good faith; and

2.2 take all steps reasonably available to each of them, and subject to the Transaction Documents and each Stage,

to progress the Project in accordance with the provisions of this MOA and any Transaction Document.

## 3. FLOWCHART AND STAGES

3.1 The Council and AFC acknowledge that the other party's obligations are subject to various conditions and approvals, before certain Transaction Documents can be executed, or become binding on the parties (each a **Condition**, and together, the **Conditions**).

3.2 A number of the Conditions are subject to:

3.2.1 third party approval, including approval by:

(a) the Members, in the case of the Council; and

(b) the board of the AFC, in the case of the AFC;

3.2.2 public consultation, or other statutory requirements, including under the LG Act; and/or

3.2.3 the satisfaction of other Conditions.

3.3 The parties agree to progress their negotiations under this MOA in accordance with the Stages, to ensure that each Condition can be met by the relevant party or parties.

3.4 The parties agree that:

3.4.1 they may vary the Flowchart from time to time on agreement in writing;

3.4.2 notwithstanding clause 3.4.1:

- (a) subject to paragraph (b), the Council may propose any Action or Approval to be taken by it (including to add or remove any Action or Approval), but such Action or Approval will not vary this MOA unless mutually agreed in writing by the Council and AFC; and
- (b) the Council may amend any Action or Approval to be taken by it (including to add or remove an Action or Approval) where reasonably necessary to meet any requirement of the LG Act or other statutory obligation and will promptly notify AFC of any intention to do so and the onus of establishing the requirement as reasonably necessary rests and is to be discharged by the Council;

3.4.3 the Project will proceed in numerical order of the Stages; and

3.4.4 a party may progress any Action in any subsequent Stage, however, neither party is obliged to perform any Action in a subsequent Stage, unless and until the previous Stage or Stages is/are completed.

3.5 For the purposes of this MOA, a Stage is not complete until such time that each:

3.5.1 Action is completed to the satisfaction of both parties;

3.5.2 Approval is obtained by the relevant party; and

3.5.3 the relevant Document is executed,

(as applicable), for the relevant Stage.

3.6 To avoid doubt, the Actions under Stages 4 and 5 will be included as conditions precedent in the Project Master Deed and are included in the Flowchart for information purposes only, to reflect the parties' intentions following the satisfaction of Stage 3 and (without limitation) any Action or Approval under Stages 4 or 5 does not constitute a Condition or Condition Precedent under this clause 3.

#### **4. MASTERPLAN ADVISORY GROUP**

##### **4.1 Establishment of the Masterplan Advisory Group**

4.1.1 As a consequence of the support and concerns of the community identified in the URPS Report, the Council has identified the need for community representation in the development of a masterplan in relation to the Redevelopment and Proposed Lease (the **Masterplan Advisory Group** or **MAG**).

4.1.2 The purpose and objective of the MAG is to inform the development of the Agreed Masterplan, including but not limited to the following matters:

- (a) location and use of new and existing facilities;
- (b) preservation of heritage and significant items;
- (c) landscaping and vegetation;
- (d) noise and light spill;
- (e) traffic management;

- (f) car parking;
- (g) game day (AFLW only) and day to day operations;
- (h) connections to and through the Precinct; and
- (i) public use, enjoyment, and access to open space and facilities.

4.1.3 Despite clause 4.1.2, the parties acknowledge and agree that the Agreed Masterplan must include confirmation that any lease to be entered into between the Council and AFC in relation to the Land must include a provision that AFC will not use any portion of the Land which is designated as an oval, for more than a mutually agreed percentage of available daylight hours (as published under the *Proof of Sunrise and Sunset Act 1923*), with access for any special event convened for or by either party, to be negotiated between the parties (acting reasonably).

## **4.2 Composition of the Masterplan Advisory Group**

4.2.1 The membership of the MAG shall comprise:

- (a) three (3) Members, with one being the Mayor;
- (b) three (3) representatives of AFC, nominated by the Chief Executive of AFC;
- (c) four (4) members of the community, appointed by the Council and AFC by mutual agreement and meeting all of the following criteria:
  - (i) a ratepayer or a resident of the Council Area, for a minimum of 5 years;
  - (ii) demonstrating, to the reasonable satisfaction of both the Council and AFC (both acting reasonably):
    - (A) through experience, network or skill, to broadly represent their community;
    - (B) an ability to work with others holding differing opinions; and
    - (C) willingness to equitably and fairly represent the interest of their relevant community group; and
- (d) two (2) officers of Council, nominated by the Chief Executive of the Council.

4.2.2 The Mayor of the Council will chair the meetings of the MAG but in the absence of the Mayor (whether or not previously notified in writing by the Mayor), a Member currently appointed to the MAG in accordance with clause 4.2.1(a), will be appointed as the acting chair for the duration of the Mayor's absence from any meeting.

4.2.3 The MAG does not have any delegated authority to make decisions for or on behalf of Council or AFC. In order to remove doubt, the MAG is an advisory group only with the purpose of informing the development of the Agreed



Masterplan and does not have any authority to make decisions on behalf of the Council or AFC or veto decisions on behalf of the Council or AFC.

- 4.2.4 Secretariat support for the MAG will be provided by Council.
- 4.2.5 Minutes of the proceedings of meetings of the MAG will be kept and maintained by the Council and will be promptly distributed to members following each meeting.
- 4.2.6 The parties agree to negotiate in good faith, any further terms of reference for the MAG, promptly on execution of this MOA.
- 4.2.7 The parties agree to do all things reasonably necessary to:
  - (a) promptly appoint the members of the MAG;
  - (b) agree to the terms of reference in accordance with clause 4.2.6; and
  - (c) convene the first meeting of the MAG within one (1) month of the Commencement Date.

#### **4.3 Agreed Masterplan**

Following consultation with the MAG in accordance with this MOA and any terms of reference for the MAG under clause 4.2.6, the Council and AFC must act in good faith to finalise the Agreed Masterplan:

- 4.3.1 to be tabled at the next available ordinary Council meeting, to be recommended for approval for public consultation; and
- 4.3.2 to reflect the input of the MAG to the extent to which the Council and AFC consider it is reasonable and appropriate.

### **5. PUBLIC CONSULTATION**

Upon the Council and AFC finalising the Agreed Masterplan under clause 4.3, the Council:

- 5.1 must use reasonable endeavours to obtain the approval at a Council meeting to undertake public consultation of the Agreed Masterplan;
- 5.2 subject to clause 5.1, must undertake public consultation on the Agreed Masterplan in accordance with sections 50 and 202 (2) of the LG Act, its Public Consultation Policy, and any public consultation plan approved by the Members at a formally constituted Council meeting;
- 5.3 together with any submissions received from the public in connection with the public consultation, put the Agreed Masterplan to the Members for approval at a meeting of the Council;
- 5.4 if the Members do not approve the Agreed Masterplan under clause 5.3, must promptly give written notice to AFC setting out reasonable details and particulars of the grounds on which the Members consider that the Agreed Masterplan under clause 5.3 is not appropriate for approval and acknowledges that AFC may make a deputation to the Council at the next ordinary Council meeting in relation to the appropriateness of the Agreed Masterplan or appropriate amendments thereto and ensure that AFC is permitted to make such deputation; and

5.5 if the Members do not approve the Agreed Masterplan under clause 5.4, may terminate this MOA immediately on notice to AFC and in this event, neither party will have any claim against the other under this MOA or at law or otherwise.

**6. COUNCIL AS RESPONSIBLE DECISION MAKER**

6.1 AFC acknowledges that, in accordance with sections 6, 7 and 8 of the LG Act, the Council is established to provide for the government and management of its area, and must be an informed and responsible decision-maker.

6.2 Accordingly, where the Council can reasonably demonstrate that the Members do not adopt the outcomes of the Masterplan Consultation, the Council may terminate this MOA immediately on notice to AFC and in this event, neither party will have any claim against the other under this MOA or at law or otherwise.

**7. PROGRESS REPORTS**

Each party agrees to give the other party an update on the progress of their respective Actions under each Stage on the first Business Day of each month following the execution of this MOA, and as otherwise reasonably requested in writing.

**8. INSURANCE**

8.1 At all times prior to the Commencement Date, the Council must maintain its membership of the Local Government Association Mutual Liability Scheme or take out and maintain during the term of this MOA, a public liability insurance policy as required by legislation.

8.2 Notwithstanding any insurance held by the Council under clause 8.1, AFC must also keep and maintain a public liability insurance policy in respect of the Land for an amount of not less \$20,000,000 for each claim:

8.2.1 where AFC (or any person engaged by the Contractor) is located on the Land for the purpose of AFC progressing any Action; or

8.2.2 AFC occupies the Land (or any part of it) under a licence or permit from the Council; or

8.2.3 immediately upon execution of the Development Deed.

8.3 Each party must provide to the other, a certificate evidencing its compliance with this clause 8.

**9. TERM AND TERMINATION**

9.1 This MOA expires without any further action by either party on the execution of the Development Deed (noting that the terms of the respective documents do not merge on expiry), unless terminated earlier in accordance with its terms.

9.2 Either party may terminate this MOA if:

9.2.1 it establishes that an Action in Stage 2 is not capable of being met;

9.2.2 it establishes that an Action in Stage 3 is not capable of being met;

9.2.3 the other party is in breach of any of its obligations under this MOA and does

not remedy such default within twenty (20) Business Days of written notice issued by the non-defaulting party in relation to that breach; or

9.2.4 a party is in breach of its obligations under this MOA and such breach is not capable of remedy.

9.3 Termination of this MOA does not affect the rights and obligations of a party that arose prior to termination but the parties agree that the event of termination is not a compensable event.

## **10. CONFIDENTIAL INFORMATION**

10.1 Subject to clause 10.2, each party agrees that it will not use any Confidential Information of the other party or allow any Confidential Information of the other party to be used for any purpose, except for the purposes of and in the manner contemplated by this MOA, and agrees that it will:

10.1.1 keep confidential;

10.1.2 take reasonable steps to ensure that the party's officers and employees do not disclose to a third party;

10.1.3 maintain proper and secure custody thereof; and

10.1.4 not use or reproduce in any form,

any Confidential Information belonging to the other party. Any departure from a party's obligations pursuant to this clause may only occur with the written consent of the other party or as required by law or the terms of this MOA.

10.2 A party may disclose Confidential Information of the other party:

10.2.1 which is or becomes part of the public domain unless that has occurred as a result of a breach of this MOA; or

10.2.2 if required by law or by a Government agency with the power to require such disclosure.

10.3 To avoid doubt, the parties agree that this MOA is not Confidential Information.

10.4 The Council must ensure that any members of the community appointed to the MAG pursuant to clause 4.2.1 comply with the provisions of this clause 10.

## **11. PUBLIC ANNOUNCEMENTS**

11.1 Neither party may make any public announcement or media release about any aspect of this MOA without the prior consent of the other party (which consent must not be unreasonably withheld).

11.2 Notwithstanding any consent given under clause 11.1, the parties agree to issue jointly-prepared announcements where reasonably practicable.

11.3 The Council must ensure that any members of the community appointed to the MAG pursuant to clause 4.2.1 comply with the provisions of this clause 11.

**12. DISPUTE RESOLUTION**

- 12.1 If any dispute or disagreement arises between the parties in connection with this MOA, the parties undertake to use all reasonable endeavours, in good faith, to settle the dispute or disagreement by negotiation between representatives of the parties.
- 12.2 In the event that negotiations do not resolve the dispute within twenty (20) Business Days, a mediator agreeable to both parties may be engaged to seek a resolution.
- 12.3 If the parties cannot agree upon a mediator within a further twenty (20) Business Days, a party may apply to the President or Acting President of the Law Society of South Australia to appoint a mediator to resolve any dispute under this MOA.
- 12.4 The cost of any mediator appointed to resolve a dispute under this clause be borne equally by both parties, unless the mediator makes a finding in favour contrary to one of the parties.
- 12.5 Nothing in this MOA is intended to limit either party's right to seek a legal remedy for any dispute that arises.

**13. NOTICES**

**13.1 Form of notice and service**

Without prejudice to any other means of giving notice, any notice required to be served or given under this MOA will be sufficiently served or given:

- 13.1.1 by personal service on that party (or if it is a body corporate on a director, secretary or other officer of the party);
- 13.1.2 by post or electronic transmission to the address or email address of the party set out in this MOA or such other address or facsimile number as the party may notify the other party from time to time as being the that party's address or facsimile number for service of notices.

**13.2 Signing of notices**

Any notice may be signed on that party's behalf by its attorney, director, secretary or other officer or solicitor.

**13.3 Deemed service**

A notice, if validly given, is taken to have been received:

- 13.3.1 if delivered in person, at the time of delivery;
- 13.3.2 if posted, the third (3) Business Day after posting; or
- 13.3.3 if sent by email and the sender does not receive delivery failure message notifying the sender that the email has failed to be delivered:
  - (a) between 9.00am and 5.00pm on any Business Day, at the time the notice is sent; and
  - (b) on any day that is not a Business Day, at 10.00 am on the next Business Day.

**14. COUNCIL'S DISCRETION**

14.1 The Council enters into this MOA as a council acting under sections 7 and 36 of the LG Act and not in any other capacity. This MOA does not preclude or pre-empt the exercise by the Council of any other regulatory function or power.

14.2 In particular, AFC:

14.2.1 acknowledges that

- (a) by entering into this MOA, the Council is not predetermining any position, in particular in relation to the outcomes of any public consultation process that it undertakes; and
- (b) the Council will use reasonable endeavours to obtain the approvals contemplated in this MOA and any Transaction Document; and

14.2.2 agrees that, where the Council terminates this MOA under clauses 5.4 or 6.2, it does not have any recourse against the Council, for exercising such right of termination.

**15. OVERSIGHT LEGISLATION**

15.1 AFC acknowledges that the *Ombudsman Act 1972* empowers the Ombudsman to investigate matters in the public interest. AFC must ensure compliance with all obligations arising under that Act and all applicable legislation.

15.2 AFC acknowledges and agrees that by entering into this MOA, it must ensure its own compliance with the *Independent Commissioner Against Corruption Act 2012 (ICAC Act)* and must comply with the ICAC Act and the Directions and Guidelines issued pursuant to the ICAC Act.

15.3 AFC acknowledges and agrees that the Council is an 'agency' for the purposes of the *Freedom of Information Act 1991* and that documents, correspondence or other information relating to this MOA may be subject to disclosure under that Act.

**16. GENERAL**

**16.1 Further documents**

The parties will take all reasonable steps to complete any applications or enter into any documents reasonably necessary to fulfil the intentions of the parties under this MOA.

**16.2 Waiver**

16.2.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this MOA is not a waiver of that power or right.

16.2.2 An exercise of a power or right under this MOA does not preclude a further exercise of it or the exercise of another right or power.

**16.3 Severance**

Where a clause or part of a clause in this MOA would, but for this clause, be unenforceable:

16.3.1 the clause or part of the clause shall be read down to the extent necessary to avoid that result; or

- 16.3.2 where the clause or part of the clause cannot be read down as contemplated by clause 16.3.1, it may be severed from this MOA and the remainder of the clause or of the MOA shall continue in force, unless this would result in a material change to the intended effect of the MOA.

**16.4 Governing Law**

This MOA is governed by the laws of South Australia.

**16.5 Costs**

Each party will bear its own costs incurred by it in connection with the preparation, negotiation and execution of this MOA, including to meet any obligations under it.

**16.6 Counterparts**

This MOA may be executed in any number of counterparts and all counterparts together will be taken as one document.



Executed as an Agreement.

THE COMMON SEAL OF CITY OF WEST TORRENS ABN 16 346 877 634 was affixed in the presence of:

Handwritten signature of Michael Coxon in black ink.

Michael Coxon  
Mayor

Handwritten signature of Terry Buss in black ink.

Terry Buss PSM  
Chief Executive Officer

10<sup>th</sup> November 2022

Date

EXECUTED by ADELAIDE FOOTBALL CLUB LIMITED ABN 48 008 101 568 in accordance with section 127 of the *Corporations Act 2001* (Cth) by

Handwritten signature of John Olsen in blue ink.

Signature of Director

JOHN OLSEN

Name of Director

Handwritten signature of Shane Smallacombe in black ink.

Signature of Company Secretary/ Director

SHANE SMALLACOMBE

Name of Company Secretary/ Director

Date

10/11/22

ACTIONS	APPROVALS	DOCUMENTS
<b>STAGE 1 – LEASE CONSULTATION PHASE</b>		
Lease Consultation	<b><u>Council</u></b>	Memorandum of Agreement
Lease Consultation report for consideration by the Council	<i>Council accepting the outcomes of the Lease Consultation for the purposes of progressing negotiations with AFC in relation to a lease with AFC on materially same terms as presented for public consultation.</i>	
	<i>Council to authorise the Mayor and CEO to enter into the Memorandum of Agreement.</i>	
	<b><u>AFC</u></b> <i>The Board of AFC authorise AFC to enter into the Memorandum of Agreement.</i>	
<b>STAGE 2 – MASTERPLAN DEVELOPMENT</b>		
CWT & AFC to negotiate the terms of reference for the Masterplan Advisory Group ( <b>MAG</b> )	<b><u>Council</u></b>	Project Master Deed Contribution Deed
Establish MAG	<i>Council to approve the Agreed Masterplan for the purpose of the Masterplan Consultation.</i>	
MAG to inform the development of the Agreed Masterplan with CWT and AFC	<i>Council to approve the form of the community consultation plan for the Agreed Masterplan.</i>	
AFC/CWT to finalise Masterplan for Masterplan Consultation	<i>Council to authorise the Mayor and CEO to enter into the Project Master Deed and Contribution Deed.</i>	
	<b><u>AFC</u></b> <i>The Board of AFC authorise AFC to enter into the Project Master Deed and Contribution Deed</i>	
<b>STAGE 3 – MASTERPLAN CONSULTATION</b>		
Masterplan Consultation	<b><u>Council</u></b>	
Masterplan Consultation outcomes reported to the Elected Members for consideration	<i>Council accepting the outcomes of the Masterplan Consultation for the purposes of the Redevelopment to progress on materially same terms as presented for public consultation.</i>	
Amendments to the agreed Masterplan, where required, in line with the public consultation process		





ACTIONS	APPROVALS	DOCUMENTS
	<p><b>AFC</b> The Board of AFC adopting the Agreed Masterplan.</p>	
<p><b>STAGES 4 &amp; 5 ARE INCLUDED AS INFORMATION ONLY AND ARE NOT CONDITIONS TO THIS MOA PURSUANT TO CLAUSE 3.6</b></p>		
<p><b>STAGE 4 – LICENCE TO CONSTRUCT AND LEASE</b></p>		
<p>The Council and AFC obtaining all necessary approvals to enable the Council to enter into the proposed Agreement for Lease, including:</p> <ul style="list-style-type: none"> <li>• approvals under the Planning Development &amp; Infrastructure Act 2016;</li> <li>• any approvals required under the Environment Protection Act 1993;</li> <li>• confirmation from DIT in relation to the portion of the Land to be acquired by it for the T2D Project;</li> <li>• DIT acquiring a portion of the Land;</li> <li>• the Land being subdivided to accommodate the DIT acquisition;</li> <li>• the Council securing a surrender of its lease with SANFL;</li> <li>• the Council securing a surrender, or otherwise terminating, its lease with the Torrensville Bowling Club;</li> <li>• the Council terminating its licence agreement with the Messinian Association (or earlier expiry, if applicable).</li> </ul> <p>The parties negotiating in good faith, the treatment and/or management of the Land in line with any environmental assessment.</p>	<p><b>Council</b> Council adopting the prudential report.</p> <p>Having considered the prudential report, authorise the Mayor and CEO to execute the Development (and, subject to the Development Deed, the Lease) and the Service Level Agreement.</p> <p>The Council obtaining any necessary statutory approval.</p> <p><b>AFC</b> The Board of AFC authorise AFC to enter into the Development Deed (and, subject to the Development Deed, the Lease) and the Service Level Agreement.</p> <p>AFC obtaining any necessary statutory approval.</p>	<p>Development Deed Service Level Agreement</p>

ACTIONS	APPROVALS	DOCUMENTS
<p><i>The Council obtaining a prudential report for the purposes of compliance with section 48 of the LG Act and the requirements of its own Policies.</i></p>		
<p><b>STAGE 5 – REDEVELOPMENT &amp; CONSTRUCTION</b></p>		
<p><i>Council and AFC entering into and performing the necessary works under the:</i></p>		<p><i>Lease</i></p>
<ul style="list-style-type: none"> <li>• <i>Project Master Deed</i></li> <li>• <i>Contribution Deed</i></li> <li>• <i>Agreement for Lease</i></li> <li>• <i>Service Level Agreement</i></li> </ul>		