

Waterfront Place
1 Eagle Street Brisbane QLD 4000
GPO Box 9925 QLD 4001
Tel (07) 3228 9333
Fax (07) 3228 9444
www.corrs.com.au

**CORRS
CHAMBERS
WESTGARTH**
lawyers

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Minister for Natural Resources and Water

Stockland Kawana Waters Pty Ltd

Stockland Buddina Pty Ltd

State of Queensland acting through Queensland
Health

Infrastructure Agreement with respect to the Regional Hospital Land

Ref: IW 4391514/7

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Date

the date specified in item 1.

Parties

Council

NRW Minister

Kawana

Buddina

Queensland Health

Background

- A The Council, the NRW Minister, Kawana and Buddina have executed the Development Agreement.
- B Kawana and Buddina are the owners of that part of the Developable Areas which is subject to the Development Agreement.
- C Queensland Health proposes to carry out the Proposed Development on the Regional Hospital Land within the Developable Areas.
- D Kawana and Buddina have agreed to Sell their interest in the Regional Hospital Land to Queensland Health.
- E Kawana and Buddina have submitted applications to the Council and the NRW Minister to subdivide the Developable Areas to create Lots for the Regional Hospital Land.
- F Kawana and Buddina have also requested the Council to consent to the proposed transfer of their interest in the Regional Hospital Land to Queensland Health.
- G Queensland Health has joined in Kawana and Buddina's request.
- H The Council and the NRW Minister have agreed to approve Kawana and Buddina's applications to the Council and the NRW Minister has agreed to subdivide the Developable Areas to create Lots for the Regional Hospital Land.
- I The Council has agreed to grant the request of Kawana, Buddina and Queensland Health to transfer Kawana and Buddina's interest in the Regional Hospital Land to Queensland Health in accordance with this document.

Agreed terms

1 Interpretation

1.1 Name

This document may be referred to in accordance with item 2.

1.2 Commencement

This document commences on the Commencement Date.

1.3 Interpretation

- (a) In this document, unless a contrary intention appears, reference to:
- (i) a clause is to a clause in this document; and
 - (ii) the singular includes the plural and vice versa; and
 - (iii) any gender includes all other genders; and
 - (iv) a person includes a firm, a corporation, an association and a body, whether incorporated or not and a government or statutory body or authority; and
 - (v) legislation (including subordinate legislation) includes:
 - (A) statutory instruments under the legislation; and
 - (B) consolidations, amendments, re-enactments or replacements of the legislation; and
 - (vi) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmission; and
 - (vii) this or any other document includes the document as varied or replaced and is not affected by any change in the identity of the parties; and
 - (viii) a day is a Calendar Day.
- (b) The clause headings appearing in this document are inserted for convenience of reference and do not affect the construction of this document.
- (c) If any words are italicised or otherwise printed differently, this has been done for convenience only and does not affect the construction of this document.
- (d) Whenever more persons than one constitute a party all the covenants, agreements, conditions, restrictions and provisos on the part of that party contained or implied in this document bind those persons jointly and each of them severally.

- (e) This document is in all respects to be interpreted in accordance with the laws of the State of Queensland, and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that state and any courts which have jurisdiction to hear appeals from them, and waive any right to object to proceedings being brought in those courts.
- (f) Nothing contained in this document affects, prejudices or derogates from the requirements of any statute or from the rights, powers and authorities of the Council under the provisions of any statute or under any declared policy of the Council.
- (g) The terms of this document do not and are not intended to fetter any decision required to be made by a government authority under any statute.
- (h) An inclusive definition, or an example or particularisation of a provision, does not limit but may extend that definition or provision.
- (i) Where a word or expression is defined, other parts of speech and grammatical forms of that word or expression have a corresponding definition.
- (j) All schedules to this document form part of this document and a reference to an item is a reference to an item in **schedule 1** (Agreement details).

1.4 Definitions

In this document:

Act means the *Integrated Planning Act 1997*.

Amended Neighbourhood/Village Plan means the amended Neighbourhood/Village Plan in **schedule 4** (Amended Neighbourhood/Village Plan).

Amended Precinct/Estate Plan means the amended Precinct/Estate Plan in **schedule 5** (Amended Precinct/Estate Plan).

Amended Structure Plan means the amended Structure Plan in **schedule 3** (Amended Structure Plan).

Approved Neighbourhood/Village Plan means the Neighbourhood/Village Plan which relates to that part of the Developable Areas which includes the Regional Hospital Land being Master Plan No. 38 (Neighbourhood Plan – Birtinya) 2005 approved by the Council pursuant to the Kawana Waters DCP and the Development Agreement in accordance with Master Plan Determination No. 74 – Approval of Master Plan Application No. 38 (Neighbourhood Plan – Birtinya) 2004 dated 17 February 2005.

Approved Precinct/Estate Plan means the Precinct/Estate Plan which relates to that part of the Developable Areas which includes the Regional Hospital Land being Master Plan No. 39 (Precinct/Estate Plan – Birtinya) 2006 approved by the Council pursuant to the Kawana Waters DCP and the Development Agreement in accordance with Master Plan Determination No. 90

– Approval of Master Plan No 39 (Precinct/Estate Plan – Birtinya) 2004 dated 11 December 2006.

Approved Structure Plan means the Structure Plan approved by the Council pursuant to the Kawana Waters DCP and the Development Agreement by Master Plan Determination No. 1 (Approval of Structure Plan) 1999 dated 16 September 1999 and as amended on 10 June 2004.

Authority means all authorities or instrumentalities which have jurisdiction over the Works.

Buddina means the person described in and having its address at the place described in item 5 and includes:

- (a) successors and permitted assigns in the case of a corporation, association or other body whether incorporated or not; and
- (b) executors, administrators and permitted assigns in the case of a natural person.

Calendar Day means the period from one midnight to the following one.

Chief Executive Officer means the Chief Executive Officer of the Council and includes his or her nominee.

Commencement Date means the date when this document commences being the date when the last party executes this document.

Completion Date means the earlier of the date of completion of:

- (c) the contract of sale entered into by Stockland Buddina Pty Ltd as seller and the State of Queensland as represented by Queensland Health as buyer, dated 23 January 2007 in respect of land described as proposed Lot 1 on the plan being part of lot 7 on plan CPC 3125 in title reference 50333271; and
- (d) the contract of sale entered into by Stockland Kawana Waters Pty Ltd as seller and the State of Queensland as represented by Queensland Health as buyer, dated 23 January 2007 in respect of land described as proposed lot 2 on the plan being part of lot 462 on SP 161647.

Contracts of Sale means those contracts referred to in the definition of Completion Date.

Council means the Local Government described in item 3 and its predecessors, successors, transferees and assigns.

Council's Subdivision Approval means the subdivision approval specified in schedule 7 (Council's Subdivision Approval).

Development has the meaning given in the Act.

Development Agreement means the Development Agreement dated 6 September 1996 between Kawana, Buddina, the NRW Minister and the Council and includes all amendments to the Development Agreement.

Development Application has the meaning given in the Act.

Development Areas has the meaning given in the Development Agreement.

Development Documents has the meaning given in the Development Agreement.

Development Lease No. 2 has the meaning given in the Development Agreement.

Dispute Notice means a Notice given from one party to another party pursuant to **clause 14** (Dispute resolution generally).

Do includes carry out, provide, perform and undertake and **Done** has the corresponding meaning.

Freehold Land has the meaning given in the Development Agreement.

Infrastructure Agreement has the meaning given in the Act.

Infrastructure Contributions Schedule means the infrastructure contributions in respect of the Proposed Development specified in **schedule 9** (Infrastructure Contributions Schedule).

Kawana means the person described in and having its address at the place described in item 5 and includes:

- (a) successors and permitted assigns in the case of a corporation, association or other body whether incorporated or not; and
- (b) executors, administrators and permitted assigns in the case of a natural person.

Kawana Waters DCP means Development Control Plan 1 Kawana Waters.

Local Government has the meaning given in *Local Government Act 1993*.

Lot has the meaning given in the Act.

Master Plan has the meaning given in the Kawana Waters DCP.

Master Planning Community Development Process has the meaning given in the Kawana Waters DCP.

NRW Minister means the Minister for Natural Resources and Water and its predecessors, successors, transferees and assigns.

NRW Minister's Subdivision Approval means the subdivision approval specified in **schedule 8** (NRW Minister's Subdivision Approval).

Neighbourhood/Village Plan has the meaning given in the Kawana Waters DCP.

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

Precinct/Estate Plan has the meaning given in the Kawana Waters DCP.

Proposed Development means the Development of the Regional Hospital Land:

- (a) for a hospital as defined in the Caloundra Town Planning Scheme and may include the following uses as defined in the Caloundra Town Planning Scheme where associated with and ancillary to the hospital:
- (i) accommodation building; and
 - (ii) child care centre; and
 - (iii) commercial premises; and
 - (iv) educational establishment; and
 - (v) food outlet; and
 - (vi) health care premises; and
 - (vii) public purpose (limited to emergency services and related activities); and
 - (viii) restaurant; and
 - (ix) shop; and
- (b) in accordance with the maximum infrastructure planning assumptions specified in column 2 of item 8 in respect of the infrastructure items specified in column 1 of item 8.

Proposed Planning Scheme Amendments No. 3 means the proposed planning scheme amendments in **schedule 2** (Proposed Planning Scheme Amendments No. 3) and includes any changes arising from the planning scheme amendment process under the Act.

Public Office has the meaning given in the *Local Government Act 1993*.

Public Sector Entity has the meaning given in the Act.

Queensland Health means the Queensland Department of Health as specified in item 6 or the department or NRW Minister of the Crown responsible for the administration of legislation relating to hospitals.

Regional Hospital Land means the land forming part of the Developable Areas described in item 7 and includes:

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

Regional Hospital Precinct/Estate Plan means the Precinct/Estate Plan for the Proposed Development of the Regional Hospital Land in **schedule 6** (Regional Hospital Precinct/Estate Plan).

Sell includes transfer, dispose of and alienate and **Sale** has the corresponding meaning.

Site Development Plan has the meaning given in the Kawana Waters DCP.

Structure Plan has the meaning given in the Kawana Waters DCP.

Subdivision Approvals means the Council's Subdivision Approval and the NRW Minister's Subdivision Approval.

Works means the activities which Queensland Health, Kawana and Buddina are obliged to Do pursuant to this document and any activities Done or to be Done by the Council the cost of which is pursuant to this document payable by Queensland Health, Kawana or Buddina.

1.5 Other expressions

If a term is not defined in this document it will, unless the context otherwise requires, have the meaning given to it by:

- (a) the Development Agreement; or
- (b) the Act; or
- (c) the Macquarie Dictionary (4th edition) in the absence of a definition in the Development Agreement or the Act.

2 Infrastructure Agreement

2.1 Application of Act

This document is intended to constitute an Infrastructure Agreement under the Act.

2.2 Document to bind successors in title

- (a) It is the intention of the parties that the obligations of Kawana, Buddina and Queensland Health under this document will:
 - (i) attach to the Regional Hospital Land and that part of the Developable Areas which is subject to the Development Agreement; and
 - (ii) be binding on the owner of the Regional Hospital Land and the owner of that part of the Developable Areas which is subject to the Development Agreement and those owners' successors in title in accordance with section 5.2.5 (When infrastructure agreements bind successors in title) of the Act.
- (b) To remove doubt, the obligations of Kawana and Buddina under this document cease to apply to that part of the Development Areas which is subject to the Development Agreement when that land ceases to be subject to the Development Agreement.

3 Object of this Document

The parties acknowledge that this document is intended to:

- (a) allow the Regional Hospital Land to be developed by Queensland Health for the Proposed Development; and
- (b) provide for consequential amendments to:
 - (i) the Development Documents if:
 - (A) the Proposed Planning Scheme Amendments No. 3 are made; and
 - (B) the approved Master Plans are amended; and
 - (ii) the approved Master Plans if:
 - (A) the Amended Structure Plan is approved; and
 - (B) the Amended Neighbourhood/Village Plan is approved; and
 - (C) the Amended Precinct/Estate Plan is approved; and
 - (D) the Regional Hospital Precinct/Estate Plan is approved; and
- (c) allow the Regional Hospital Land to be transferred to Queensland Health in accordance with this document.

4 Transfer of Regional Hospital Land

4.1 Development Agreement requirements

Kawana Buddina and the Council agree that from the Commencement Date they will be taken to have complied with their obligations under clause 15 (Assignment) of the Development Agreement in respect of the transfer of the Regional Hospital Land.

4.2 Council consent

The Council consents to the transfer to Queensland Health of Kawana and Buddina's interest in the Regional Hospital Land.

4.3 Commission payable to the Council

- (a) Kawana and Buddina acknowledge and the NRW Minister agrees that commission is to be paid to the Council in respect of the transfer to Queensland Health of the land within Development Lease No. 2 forming part of the Regional Hospital Land.
- (b) The amount of the commission shall be 2.5% of the purchase price shown in the Contract of Sale lodged with the NRW Minister (or his delegate) for the Sale of the land within Development Lease No. 2 forming part of the Regional Hospital Land.
- (c) Kawana and Buddina warrant that the price shown in the Contract of Sale referred to in **clause 4.3(b)** (Commission payable to the Council) represents a value which is approximately 40% of the total purchase price of all the Regional Hospital Land.

4.4 Termination of this document

Apart from **clause 4.5** (Termination of Contracts of Sale), and **clause 5.5** (Consequence of termination) which will continue in force despite any termination of this document, this document terminates if the Completion Date has not occurred by 30 June 2008 or such later date agreed in writing by Kawana, Buddina, the Council and Queensland Health.

4.5 Termination of Contracts of Sale

- (a) If this document terminates under **clause 4.4** (Termination of this document) Kawana and Buddina warrant that they will each terminate the respective Contract of Sale to which they are a party, and that they will have the legal ability to do so.
- (b) Kawana and Buddina acknowledge and agree that:
 - (i) Kawana and Buddina will not agree to vary:
 - (A) **clause 4.5(a)** (Termination of Contracts of Sale); and
 - (B) clause 2.3(1) and 6.2 of each Contract of Sale; and
 - (ii) the Council has entered into this document in reliance upon **clause 4.5(a)** and **clause 4.5(b)(i)** (Termination of Contracts of Sale).
- (c) This **clause 4.5** (Termination of Contracts of Sale) shall survive termination of this document.

4.6 Warranty no section 15 agreement

Kawana and Buddina warrant to the Council that they will not enter into:

- (a) an agreement under section 15 of the *Acquisition of Land Act* (1967) in relation to the Freehold Land forming part of the Regional Hospital Land; and
- (b) any agreement having a similar effect under the *Land Act 1994* in relation to the land within Development Lease No. 2 forming part of the Regional Hospital Land,

with Queensland Health or any other Public Sector Entity.

4.7 Notice of the Completion Date

Kawana and Buddina must within 5 days of the Completion Date deliver a Notice to the Council stating the Completion Date.

4.8 Kawana and Buddina's obligations

Kawana and Buddina shall act expeditiously and take reasonable steps to ensure the satisfaction of the conditions in clause 2.3(1) of the respective Contracts of Sale which require Kawana and Buddina to:

- (a) in the case of the Contract of Sale in respect of that part of the Freehold Land forming part of the Regional Hospital Land, procure the registration of a plan in the appropriate Queensland Government office; and

- (b) in the case of the Contract of Sale in respect of the land within Development Lease No 2 forming part of the Regional Hospital Land, procure:
 - (i) the surrender of land the subject of the Contract of Sale from Development Lease No 2; and
 - (ii) the registration of a plan in the appropriate Queensland State Government office with respect to that land; and
 - (iii) the recording of particulars of that land in the freehold land register; and
 - (iv) a separate freehold title for that land.

5 Subdivision Approvals

5.1 Council's Subdivision Approval

- (a) The subdivision application submitted to the Council on 16 March 2007 in respect of the Freehold Land forming part of the Regional Hospital Land is approved in the terms of the Council's Subdivision Approval for the purposes of the Act and the Development Agreement.
- (b) The Council will, as expeditiously as possible, issue a decision notice under the Act in respect of the Council's Subdivision Approval.
- (c) The Council will, as expeditiously as possible, comply with its obligations under section 3.7.2 (Plan for reconfiguring under development permit) of the Act in relation to any plan of subdivision associated with the Council's Subdivisional Approval given to it for its approval.

5.2 NRW Minister's Subdivision Approval

If the Council has not already done so prior to the Commencement Date, the Council shall request that the subdivision application submitted to the NRW Minister on 14 March 2007 in respect of the land within Development Lease No. 2 forming part of the Regional Hospital Land be formally approved by the NRW Minister, promptly upon execution of this document in the terms of the Council's recommendation set out in the NRW Minister's Subdivision Approval for the purposes of the *Land Act 1994* and the Development Agreement.

5.3 Kawana, Buddina and Queensland Health

- (a) Kawana and Buddina are taken to have accepted the conditions of the Council's Subdivision Approval and the NRW Minister's Subdivision Approval for the purposes of the Act, the *Land Act 1994* and the Development Agreement.
- (b) Queensland Health has no objection to the conditions of the Council's Subdivision Approval and the NRW Minister's Subdivision Approval for the purposes of the Act, the *Land Act 1994* and the Development Agreement.

5.4 Operational work matters

- (a) The parties acknowledge that prior to the Commencement Date the Council issued on 11 May 2007 a development approval for operational work in respect of the Regional Hospital Land.
- (b) The Council must, upon Kawana and Buddina giving the Council a Notice that they have completed operational work in respect of the development approval referred to in **clause 5.4(a)** (Operational work matters) or satisfied a condition under the Subdivision Approvals, act as expeditiously as possible to:
 - (i) issue an on maintenance certificate or other compliance certificate or acknowledgment in respect of the operational work or condition; or
 - (ii) issue a Notice advising Kawana and Buddina in writing that the relevant operational work or condition has not been completed and advise as to the requirements which are outstanding.

5.5 Consequences of termination

- (a) In the event that this document terminates under **clause 4.4** (Termination of this document) and by that time the Subdivision Approvals referred to in this **clause 5** (Subdivision Approvals) have issued, Kawana and Buddina agree to:
 - (i) surrender such approvals; and
 - (ii) their revocation or cancellation; and
 - (iii) not act upon or implement the Subdivision Approvals in any way whatsoever; and
 - (iv) to amalgamate any freehold lot created in respect of the Regional Hospital Land into the existing Freehold Land.
- (b) This **clause 5.5(a)** (Consequences of termination) shall survive termination of this document.

5.6 Council's obligations

In order to assist Kawana and Buddina to comply with their obligations under **clause 4.8** (Kawana and Buddina's obligations) prior to 30 June 2007 the Council agrees to act expeditiously in respect of:

- (a) the determination of approvals of the Council under the Development Documents or the Act consistent with the obligations under this document and at law; and
- (b) the Council's obligations under the Development Agreement, this document and at law.

5.7 Warranty regarding Subdivision Approvals

Kawana and Buddina warrant that the sole purpose of the applications to obtain the Subdivision Approvals is to facilitate the sale of the Regional Hospital Land to Queensland Health.

5.8 Acknowledgement regarding Subdivision Approvals

- (a) Kawana and Buddina acknowledge that the Council considers that because the Regional Hospital Land is not shown on a Precinct/Estate Plan approved by the Council or the Minister in accordance with the Master Planning Community Development Process, Kawana and Buddina are not entitled to require the Council to grant or request the grant of the Subdivision Approvals under the Development Documents.
- (b) Kawana and Buddina acknowledge and agree that:
 - (i) the grant and request to grant the Subdivision Approvals by the Council:
 - (A) does not create a precedent for; and
 - (B) cannot be relied upon by Kawana and Buddina in relation to; and
 - (C) cannot be used by Kawana and Buddina as the basis of an argument for,
any future non-compliant subdivision applications; and
 - (ii) the Council has resolved to grant and request the grant of the Subdivision Approvals solely:
 - (A) to facilitate the transfer of the Regional Hospital Land to Queensland Health; and
 - (B) in reliance on Kawana and Buddina's acknowledgement in this **clause 5.8** (Acknowledgement regarding Subdivision Approvals).

6 Relationship to the Development Agreement

6.1 Application of clause 6

Clause 6 (Relationship to the Development Agreement) applies from the Completion Date.

6.2 Variation of the Development Agreement

- (a) The Council, the NRW Minister, Kawana and Buddina agree that clause 1.3 of the Development Agreement is varied by deleting paragraph (d) of the definition of Development Documents and substituting the following:
 - “(d) this Agreement; and
 - (e) the Infrastructure Agreement.”
- (b) The Council, the NRW Minister, Kawana and Buddina agree that clause 1.3 of the Development Agreement is varied by inserting the following:

“**Infrastructure Agreement** means the Infrastructure Agreement with respect to the Regional Hospital Land between the Council, Kawana,

Buddina, the NRW Minister and the State of Queensland acting through Queensland Health dated _____ which is intended to constitute an infrastructure agreement under the *Integrated Planning Act 1997*.”

6.3 Operation of Development Agreement

The Council, the NRW Minister, Kawana and Buddina agree that the Development Agreement as varied by **clause 6.2** (Variation of the Development Agreement) continues in full force with respect to the Developable Areas other than the Regional Hospital Land.

7 Proposed Planning Scheme Amendment No. 3

7.1 Application of clause 7

Clause 7 (Proposed Planning Scheme Amendment No. 3) applies from the Completion Date.

7.2 Council

- (a) The Council must within two months of the receipt of a Notice under **clause 4.7** (Notice of the Completion Date) or such later date agreed in writing by the parties, consider whether to propose pursuant to section 9 (Proposing planning scheme) of Schedule 1 (Process for making or amending planning schemes) of the Act, an amendment to the Kawana Waters DCP in accordance with the Proposed Planning Scheme Amendment No. 3.
- (b) If the Council resolves pursuant to section 9 (Proposing planning scheme) of Schedule 1 (Process for making or amending planning schemes) of the Act to propose the Proposed Planning Scheme Amendment No. 3, the Council must in relation to the Proposed Planning Scheme Amendment No. 3, comply with the process in Schedule 1 (Process for making or amending planning schemes) of the Act in a manner which is as timely as is reasonably practicable.

7.3 Kawana and Buddina

- (a) Kawana and Buddina:
 - (i) support the making of the Proposed Planning Scheme Amendment No. 3; and
 - (ii) must take all steps reasonably necessary to support the Council in relation to the making of the Proposed Planning Scheme Amendment No. 3.
- (b) Kawana and Buddina waive their rights under the Act, other legislation (including subordinate legislation), the Development Agreement and in particular clause 18 (Change in Development Entitlements) of the Development Agreement or otherwise at law or in equity to claim compensation or damages in respect of the making of the Proposed Planning Scheme Amendment No. 3.

8 Approved Master Plans

8.1 Application of clause 8

Clause 8 (Approved Master Plans) applies from the Completion Date.

8.2 Amended Structure Plan

The Amended Structure Plan shall be taken to have been:

- (a) the subject of an application for approval by Kawana and Buddina to:
 - (i) the Council in accordance with the Kawana Waters DCP; and
 - (ii) the NRW Minister in accordance with the Development Agreement; and
- (b) approved by:
 - (i) the Council in accordance with the Kawana Waters DCP; and
 - (ii) the NRW Minister in accordance with the Development Agreement; and
- (c) accepted by Kawana and Buddina.

8.3 Amended Neighbourhood/Village Plan

The Amended Neighbourhood/Village Plan shall be taken to have been:

- (a) the subject of an application for approval by Kawana and Buddina to:
 - (i) the Council in accordance with the Kawana Waters DCP; and
 - (ii) the NRW Minister in accordance with the Development Agreement; and
- (b) approved by:
 - (i) the Council in accordance with the Kawana Waters DCP; and
 - (ii) the NRW Minister in accordance with the Development Agreement; and
- (c) accepted by Kawana and Buddina.

8.4 Amended Precinct/Estate Plan

The Amended Precinct/Estate Plan should be taken to have been:

- (a) the subject of an application for approval by Kawana and Buddina to:
 - (i) the Council in accordance with the Kawana Waters DCP; and
 - (ii) the NRW Minister in accordance with the Development Agreement; and
- (b) approved by:
 - (i) the Council in accordance with the Kawana Waters DCP; and
 - (ii) the NRW Minister in accordance with the Development Agreement; and

- (c) accepted by Kawana and Buddina.

8.5 Regional Hospital Precinct/Estate Plan

The Regional Hospital Precinct/Estate Plan shall be taken to have been:

- (a) the subject of an application for approval by Kawana, and Buddina to:
 - (i) the Council in accordance with the Kawana Waters DCP; and
 - (ii) the NRW Minister in accordance with the Development Agreement; and
- (b) approved by:
 - (i) the Council in accordance with the Kawana Waters DCP; and
 - (ii) the NRW Minister in accordance with the Development Agreement; and
- (c) accepted by Kawana and Buddina.

9 Development of the Regional Hospital Land

9.1 Application of clause 9

Clause 9 (Development of the Regional Hospital Land) applies from the Completion Date.

9.2 Development of the Regional Hospital Land

- (a) Queensland Health intends that the Regional Hospital Land is to be developed only for the Proposed Development.
- (b) Queensland Health agrees that prior to any development of the Regional Hospital Land other than for the Proposed Development, Queensland Health will first enter into an Infrastructure Agreement with the Council in relation to contributions in respect of infrastructure for that Development.
- (c) Queensland Health agrees that in respect of the planning, design and construction of the Proposed Development of the Regional Hospital Land Queensland Health is to have regard to the Regional Hospital Precinct/Estate Plan.
- (d) Queensland Health agrees that it will consult with the Council in respect of the planning, design and construction of the Proposed Development of the Regional Hospital Land.
- (e) Queensland Health intends that the Development of the Regional Hospital Land will not exceed a height of 33.5 metres other than for roof structures such as telecommunication towers, aviation aids, vents and stacks.
- (f) Queensland Health agrees that in the event that the Development of the Regional Hospital Land will exceed the height specified in **clause 9.2(e)** (Development of the Regional Hospital Land) Queensland Health will:

- (i) seek the advice of the Council in respect of the possible exceedance of height; and
- (ii) consider that advice in good faith before making a final decision about the possible exceedance of height.

9.3 Infrastructure contributions in respect of Proposed Development

- (a) Kawana, Buddina and Queensland Health must make contributions in respect of infrastructure for the Proposed Development of the Regional Hospital Land as specified in the Infrastructure Contributions Schedule.
- (b) However Kawana and Buddina will not be required to make a contribution in respect of an item of infrastructure specified in the Infrastructure Contributions Schedule if:
 - (i) Kawana and Buddina have provided the item of infrastructure specified in the Infrastructure Contributions Schedule in respect of Development in the Developable Areas other than the Regional Hospital Land; and
 - (ii) the contribution referred to in paragraph (i) involves the same or an increased specification for the infrastructure contribution to that specified in the Infrastructure Contributions Schedule.
- (c) Where Kawana, Buddina or Queensland Health consider that they have performed and fulfilled an obligation to which paragraphs (a) or (b) relate:
 - (i) Kawana, Buddina or Queensland Health may give a Notice to the Council stating they have performed and fulfilled an obligation to which paragraphs (a) or (b) relates; and
 - (ii) if the Council is satisfied that the obligation has been performed and fulfilled, the Council must deliver to the relevant party, a Notice providing a release and discharge of that obligation.

9.4 Infrastructure contributions for Development other than the Proposed Development

Queensland Health agrees to make contributions to the Council in respect of infrastructure for Development other than the Proposed Development:

- (a) as specified in the Infrastructure Agreement entered into with the Council in accordance with **clause 9.2** (Development of the Regional Hospital Land); or
- (b) where an Infrastructure Agreement has not been entered into with the Council in accordance with **clause 9.2** (Development of the Regional Hospital Land), as specified in a Notice issued by the Council to Queensland Health stating the specification and timing of the infrastructure contributions which are to be calculated as if a Development Application had been made to the Council under the Act in respect of the Development, irrespective of whether a Development Application was required for the Development or not.

9.5 Master Plans

- (a) Kawana and Buddina must include the village park identified in item 5A of the Infrastructure Contributions Schedule in a precinct in the Neighbourhood Plan and the Precinct/Estate Plan which includes all of the area north of road 1H on Map 1 and west of the waterway to the Regional Hospital Land.
- (b) Kawana and Buddina agree that the Neighbourhood Plan for the Town Centre is to allow for a traffic, public transport and pedestrian/bicycle link between Kawana Way and the future Kawana CAMCOS station as shown indicatively as item 1H on Map 1 in **schedule 9** (Infrastructure Contributions Schedule). This requirement does not in any way limit Kawana and Buddina's rights under the Transport Infrastructure Agreement.

10 GST

- (a) In this clause:
 - "taxable consideration" means any act or thing done pursuant to or in consequence of this document which is consideration for a taxable supply by the Council.
 - "consideration" has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999*.
 - "GST" has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999*.
 - "taxable supply" has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999*.
- (b) Subject to paragraph (c) all consideration to be provided by a party under this document is exclusive of GST.
- (c) A party shall pay to the Council and the Council can recover from the party in addition to and at the same time as the taxable consideration, such further amount necessary to ensure that the Council retains after payment of the GST an amount equal to the consideration to be provided under any other clause of this document.

11 Performance of Works

11.1 Submission of designs and specifications

All designs and specifications for those Works which Kawana or Buddina are obliged to undertake, carry out, provide or Do under or by virtue of this document must be prepared by Kawana or Buddina at their own cost and must be submitted to the Council for approval and, when necessary, to any other Authority.

11.2 Works to comply

The Works must be Done in accordance with the requirements, and to the reasonable satisfaction, of the Council and any other Authority.

11.3 Requirement to obtain approvals

Kawana and Buddina must:

- (a) apply for and obtain any necessary approval for the Doing of the Works that Kawana or Buddina are required to Do from any other Authority; and
- (b) not commence the Works until Kawana or Buddina have obtained the approval in each instance.

12 Novation of document upon Sale

12.1 Restriction on the right to Sell the Land

- (a) Queensland Health agrees that before it Sells the Regional Hospital Land or any part of the Regional Hospital Land to an entity for the purpose of the Development of a regional hospital, Queensland Health shall, as a condition of the Sale, require the purchaser to:
 - (i) enter into a deed of novation of this document with the Council, whereby the purchaser becomes contractually bound to the Council to perform and fulfil the provisions of this document or such of them as remain unperformed or unfulfilled by Queensland Health at the time of such Sale; and
 - (ii) demonstrate to the reasonable satisfaction of the Council that the purchaser is financially capable of fulfilling Queensland Health's obligations under this document in respect of that part of the Regional Hospital Land to which the Sale relates.
- (b) Queensland Health further agrees that before Queensland Health Sells the Regional Hospital Land or any part of the Regional Hospital Land to an entity that does not intend to develop a regional hospital then, as a condition of the Sale it will require the purchaser to conclude a new Infrastructure Agreement with the Council, acceptable to the Council, prior to settlement of the Sale, or alternatively, will itself negotiate a new Infrastructure Agreement acceptable to the Council prior to settlement of the Sale.
- (c) The Council agrees to act reasonably in the negotiation of the new Infrastructure Agreement referred to in **clause 12.1(b)** (Restriction on the right to Sell the Land).

12.2 Queensland Health to remain liable

In the event of a Sale being made otherwise than in compliance with **clause 12.1** (Restriction on the right to Sell the Land), Queensland Health must perform and fulfil such of its obligations under this document as have not been performed and fulfilled immediately or at such other time or times as the

Council stipulates, even if the time or times otherwise appointed for such performance and fulfilment have not then arrived.

12.3 Payment of costs of the deed of novation

Queensland Health agrees to pay all costs, charges and expenses of the Council of and incidental to the negotiation, preparation, execution, completion and stamping of the deed of novation and all counterparts of it.

13 Assignment in respect of document

13.1 Restriction on assignment

Queensland Health, Kawana or Buddina must not, either absolutely or by way of security, assign their interests, rights or obligations under this document without the prior consent of the Council in writing signed by the Chief Executive Officer.

13.2 Restriction on the right to refuse

The Council must not unreasonably withhold its consent to the assignment.

13.3 Conditions of the consent

The Council may impose conditions for the giving of such consent which are not inconsistent with the provisions of this document.

14 Dispute resolution generally

14.1 Application of clause

This clause will apply to any dispute between the parties in connection with this document.

14.2 Notification of dispute

Any dispute as to the performance of this document or arising out of this document that cannot be resolved by agreement between the parties must be clearly identified in a Dispute Notice served by one party on the other parties.

14.3 Discussion of dispute

Within five (5) days of the date of the Dispute Notice, the parties must meet to discuss the dispute and its possible determination.

14.4 Agreement to mediate

The parties may, within seven (7) days of meeting in accordance with **clause 14.3** (Discussion of dispute), agree to refer the dispute to mediation.

14.5 Appointment of mediator

If the parties agree to mediate in accordance with **clause 14.4** (Agreement to mediate), then the parties may either:

- (a) appoint a mediator agreed by the parties; or

- (b) where the parties fail to agree to the appointment of a mediator within the period referred to in **clause 14.4** (Agreement to mediate), request the President for the time being of the Queensland Law Society Incorporated to nominate a mediator which the parties must then appoint as the mediator.

14.6 Costs of mediator

The costs of any mediator appointed under **clause 14.5** (Appointment of mediator) (including the costs of appointment) must be borne equally by the parties.

14.7 Determination of dispute

- (a) Subject to **clause 14.11** (Unresolved disputes) if any dispute notified under **clause 14.2** (Notification of dispute) is not resolved:
 - (i) if the dispute was referred to mediation in accordance with **clause 14.4** (Agreement to mediate), within twenty (20) days from the date of the Dispute Notice; or
 - (ii) if the dispute was not referred to mediation in accordance with **clause 14.4** (Agreement to mediate), within fourteen (14) days of the date of the Dispute Notice,

the parties may agree, within a further three (3) days, to seek independent resolution by a determinator appointed by one of the institutes or associations listed in **clause 14.8** (Appointment of determinator).
- (b) The referral of the dispute to the determinator is not an arbitration and the *Commercial Arbitration Act 1990* will not apply.
- (c) If the parties cannot agree on the type of the appropriate determinator, the type of determinator will be nominated by the President for the time being of the Queensland Law Society Incorporated.

14.8 Appointment of determinator

Where any dispute is referred for determination under **clause 14.7** (Determination of dispute), the determinator must be appointed by one of the following institutes or associations as is appropriate in the circumstances:

- (a) if an architect – by the President for the time being of the Australian Institute of Architects, Queensland Chapter; or
- (b) if a real estate agent – by the Real Estate Institute of Queensland; or
- (c) if a quantity surveyor – by the President for the time being of the Institute of Quantity Surveyors, Queensland Division; or
- (d) if an engineer – by the President for the time being of the Institute of Engineers, Australia, Queensland Chapter; or
- (e) if a mediator – by the President for the time being of the Queensland Law Society Incorporated; or

- (f) if an accountant – by the President for the time being of the Institute of Chartered Accountants, Queensland Division; or
- (g) if an actuary – by the President for the time being of the Actuaries Institute of Australia, Queensland Division; or
- (h) if a valuer – by the President for the time being of the Australian Institute of Valuers and Land Economists, Queensland Division; or
- (i) if a town planner – by the President for the time being of the Planning Institute of Australia; or
- (j) if a lawyer – by the President for the time being of the Queensland Law Society Incorporated,

in each case being a person experienced in Development and in the matter the subject of the dispute.

14.9 Binding decision of determinator

The decision of a determinator on any dispute referred to under **clause 14.7** (Determination of dispute) is final and binding on the parties.

14.10 Costs of determinator

The costs of any determinator to which a dispute is referred under **clause 14.7** (Determination of dispute) are to be borne equally by the parties.

14.11 Unresolved disputes

If any dispute notified under **clause 14.2** (Notification of dispute) remains unresolved, then at any time between fourteen (14) to thirty-five (35) days (inclusive) after the date of a Dispute Notice, and whether before or after reference of a dispute to a determinator under **clause 14.7** (Determination of dispute), either party may:

- (a) institute proceedings in the appropriate court for determination of the dispute; or
- (b) advise the other party in writing that it will not be bound by the determinator's decision where that party is not entitled to institute proceedings.

14.12 Termination of involvement of determinator

Where a party has pursuant to **clause 14.11** (Unresolved disputes) instituted proceedings or advised the other party in writing that it will not be bound by the determinator's decision, the reference of the dispute to the determinator under **clause 14.7** (Determination of dispute) will be terminated and the dispute will be dealt with by the appropriate court or tribunal.

14.13 Non-objection to determinator

If the parties agree to have the dispute determined by the determinator, and where a party has not pursuant to **clause 14.11** (Unresolved disputes) instituted proceedings or advised the other party in writing that it will not be bound by the determinator's decision then the parties agree that the dispute

will be finally determined by the determinator in accordance with this **clause 14** (Dispute resolution generally).

14.14 Parties may extend time

The parties may mutually agree in writing to extend any time period specified in this **clause 14** (Dispute resolution generally).

15 Warranties and representations

15.1 Warranties

Each party represents and warrants that, at the time of execution and at the Completion Date:

- (a) it has the capacity unconditionally to execute, deliver and comply with its obligations under this document; and
- (b) it has taken all necessary action to authorise the unconditional execution and delivery of, and the compliance with, its obligations under this document; and
- (c) this document is its valid and legally binding obligation and is enforceable against it by each other party in accordance with its terms, subject to the principles of equity and the rules affecting creditors' rights generally; and
- (d) its unconditional execution and delivery of, and compliance with its obligations under, this document do not contravene:
 - (i) any law or directive from a government entity; or
 - (ii) its constituent documents; or
 - (iii) any agreement or instrument to which it is a party; or
 - (iv) any obligation of it to any other person.

15.2 Survival of warranties

The warranties in **clause 15.1** (Warranties) survive the execution of this document and the Completion Date.

16 Service

16.1 Service by prepaid post

A Notice is sufficiently made, given or served by a party if left at or forwarded by prepaid post in an envelope addressed to the other party or any of them (where there are more persons than one person comprising the other party) at the address of that party specified in **schedule 1** (Agreement Details).

16.2 Deemed service

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

16.3 Proof of service

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

16.4 Form of Notice

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

17 Miscellaneous

17.1 Payment of costs

- (a) Kawana and Buddina must pay to the Council \$570,000.00 in respect of the costs, charges and expenses of the Council of and incidental to the negotiation, preparation, execution and completion of this document and all counterparts of it within 14 days of the later of the receipt of a tax invoice or the Commencement Date.
- (b) Kawana and Buddina must pay all costs, charges and expenses of the Council of and incidental to the stamping of this document and all counterparts of it.
- (c) The \$570,000.00 in respect of the costs, charges and expenses payable by Kawana and Buddina under **clause 17.1(a)** (Payment of costs) are inclusive of any GST payable by the Council. The amount payable by Kawana and Buddina under that clause must first be reduced by any input tax credit the Council is entitled to and then be increased in accordance with **clause 10** (GST clause).

17.2 Place for payment of monies

All monies payable to a party under this document are payable free from all deductions at the address of that party specified in **schedule 1** (Agreement details).

17.3 Waiver

No waiver by the Council of any breach by Kawana, Buddina or Queensland Health of any of the provisions of this document shall be implied against the Council or be otherwise effective unless it is in writing.

17.4 Laches and delay

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

17.5 Power of entry

Kawana, Buddina and Queensland Health will permit the Council and its authorised agents, at all times during the operation of this document to enter into and upon the land to which the obligations under this document attach for the purposes of ascertaining whether the obligations of Kawana, Buddina and Queensland Health under this document have been duly performed and fulfilled.

17.6 Severance

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

17.7 Further assurances

Each party agrees at its cost to do everything reasonably necessary to give effect to this document.

17.8 Amendment of document

- (a) Despite any provision of this document, the parties may at any time agree to vary the terms of this document.
- (b) No modification, variation or amendment of this document is of any force or effect unless:
 - (i) it is in the form of an amendment document and has been signed by the parties; and
 - (ii) where relevant the amendment document complies with the requirements of the Act.

Schedule 1

Agreement details

Item 1	Date	2007
Item 2	Name of document	Infrastructure Agreement with respect to the Regional Hospital Land
Item 3	Council	
	Name of Local Government	Caloundra City Council
	Address of Public Office	1 Omrah Avenue, Caloundra in the State of Queensland
Item 4	NRW Minister	
	Name	Minister for Natural Resources and Water
	Address	Mineral House, 41 George Street, Brisbane in the State of Queensland
Item 5	Kawana and Buddina	

Party	Name (including ACN if a corporation)	Address (or registered office if a corporation)
Kawana	Stockland Kawana Waters Pty Ltd (ACN 009 693 556)	Level 27, 133 Castlereagh Street, Sydney in the State of New South Wales
Buddina	Stockland Buddina Pty Ltd (ACN 009 682 384)	Level 27, 133 Castlereagh Street, Sydney in the State of New South Wales

Item 6	Queensland Health	
	Name	State of Queensland as represented by Queensland Health
	Address	Queensland Health Building, 147-163 Charlotte Street, Brisbane in the State of Queensland

Item 7 **Regional Hospital Land**

Item	Freehold Land	Land within Development Lease No. 2
Description	Proposed Lot 1 on SP 201543 being part of Lot 7 on CP C3125	Proposed Lot 2 on SP201544 being part of Lot 462 on SP161647
County	Canning	Canning
Parish	Bribie	Bribie
Area	About 12.114 hectares	About 7.886 hectares
Title Reference	Part of 50333271	New title to be recorded in the Freehold Land Register
Street Address	Kawana Way, Kawana Waters	Kawana Way, Kawana Waters

Item 8 **Proposed Development**

Column 1	Column 2
Infrastructure item	Maximum Infrastructure planning assumptions
Sewerage infrastructure	1372 ET (equivalent tenements) generated from the Development of the Regional Hospital Land.
Water supply infrastructure	1572 ET (equivalent tenements) generated from the Development of the Regional Hospital Land.
Transport infrastructure	18,000 vehicle trip ends/day generated from the Development of the Regional Hospital Land.

Schedule 2

Proposed Planning Scheme Amendments No. 3



Caloundra City Council Planning Scheme 1996 Amendment Instrument 2007 No. 1

It is hereby certified that this is a true and correct copy of
Caloundra City Council Planning Scheme 1996 Amendment Instrument 2007 No. 1 made, in accordance with the
Integrated Planning Act 1997, by the Council of the City of Caloundra.

G. Storch
Chief Executive Officer



Caloundra City Council Planning Scheme 1996 Amendment Instrument 2007 No. 1

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Caloundra City Council Planning Scheme 1996 Amendment Instrument 2007 No. 1

Part 1 Preliminary

1 Short title

This amendment instrument may be cited as *Caloundra City Council Planning Scheme 1996 Amendment Instrument 2007 No. 1*.

2 Object

The object of this planning scheme amendment instrument is to amend the *Caloundra City Council Planning Scheme 1996* to provide for the development of a Regional Hospital in the Birtinya urban community.

Part 2 Amendment of Development Control Plan 1 (Kawana Waters)

3 Amendment of section 2.3 (Definitions)

(1) Section 2.3(d)—

omit, insert—

‘(d) the Development Agreement; and

(e) the Infrastructure Agreement.’

(2) Section 2.3(d)—

insert—

‘**Infrastructure Agreement** means the Infrastructure Agreement with respect to the Regional Hospital Land between the Council, the Master Developer, the Minister and State of Queensland acting through Queensland Health dated [**insert Commencement Date**] which is intended to constitute an infrastructure agreement under the *Integrated Planning Act 1997*.’

(3) Section 2.3(d)—

insert—

‘**Regional Hospital** means a use of premises for a hospital as defined in the Caloundra Town Planning Scheme and may include the following uses, as defined in the Caloundra Town Planning Scheme, where associated with and ancillary to the hospital:-

- (a) accommodation building;
- (b) child care centres;
- (c) commercial premises;
- (d) educational establishment;
- (e) food outlet;
- (f) health care premises;
- (g) Public Purpose;
- (h) restaurant; and
- (i) shop.

4 Amendment of section 3.5 (Community Facilities Elements)

(1) Section 3.5(b) to section 3.5(c)—

renumber as section 3.5(c) to section 3.5(d).

(2) After section 3.5(a)—

insert—

‘(b) Regional Hospital;’.

5 Amendment of section 3.9 (Circulation Network Elements)

Section 3.9.2—

insert—

‘Lake Kawana Boulevard ~~Sub-arterial roads~~ will also be required to incorporate lanes which are dedicated to public transport and emergency vehicles where necessary to connect the Regional Hospital to the Nicklin Way and Kawana Way in the Multi Modal Transport Corridor.’.

6 Amendment of section 4.4 (Urban)

(1) Section 4.4.2(b)(vii)—

renumber as section 4.4.2(b)(viii).

(2) After section 4.4.2(b)(vi)—

insert—

‘(vii) A Regional Hospital is intended to be provided to the south of the Town Centre adjacent to the Multi Modal Transport Corridor in the urban community of Birtinya.’.

~~7 Amendment of section 4.5 (Open Space – Recreation)~~

~~Section 4.5.1(a), after ‘activity;’—~~

~~omit, insert—~~

~~‘, in particular the Regional Hospital;’~~

~~Section 4.5.1(b), after ‘residents’—~~

~~insert—~~

~~‘, workforce’~~

~~Section 4.5.2(c)(i), ‘the resident and visiting population’—~~

~~omit, insert—~~

~~‘the resident population, the workforce and the visiting population’~~

~~8~~ **Amendment of section 4.10 (Village Centres)**

~~Section 4.10.2(c), ‘The planning of the Village Centres is to provide for an appropriate range of Community Facilities including a neighbourhood house, community hall, child care centre, and Village Park system to form a comprehensively planned Village Centre.’—~~

~~omit.~~

97 Renumbering of section 4.15 (Tourism Development) to section 4.16 (Detailed Planning Areas)

Section 4.15 to section 4.16

renumber as section 4.16 to section 4.17.

108 Insertion of new section 4.15 (Regional Hospital)

After section 4.14.2(d)—

insert—

‘4.15 Regional Hospital

4.15.1 Intent

The intent of this designation is to identify the area (by symbol) where the Regional Hospital will be located.

4.15.2 Implementation

- (a) A trunk collector is to be provided on the eastern frontage of the Regional Hospital.
- (b) The Regional Hospital is to be connected, before the commencement of the use of the Regional Hospital, to the Nicklin Way in the east and to

Kawana Way in the Multi Modal Transport Corridor in the west by ~~means of Lake Kawana Boulevard a sub-arterial road which incorporates a lanes in each direction which is that are~~ dedicated for public transport and emergency vehicles.

- (c) The Regional Hospital is to be linked to the Town Centre and the Transit Facility within the Public Transport Corridor.
- (d) The Regional Hospital is to be linked to the pedestrian/bikeway network.
- (e) The Regional Hospital is designed to be sympathetic and integrated into the surrounding ~~oriented towards the east so that it is integrated with the development to the east.~~

119 Amendment of section 5.2 (Sub-Arterial Roads)

(1) Section 5.2.2(b)—

omit, insert—

‘(b) The ~~sub-arterial Lake Kawana Boulevard~~ road corridor width will ~~generally be 30 metres except where~~ in accordance with paragraph (e) except where—

- (i) ~~public transport is to be provided where the width is required to be a minimum of 44 metres~~ indented bus setdown bays are required; and
- (ii) appropriate widening is required at intersections’.

(2) Section 5.2.2(e)—

omit, insert—

‘(e) The Lake Kawana Boulevard ~~sub-arterial~~ road configuration will generally be as follows:

Element	Without public transport <u>East of Lake Kawana</u>	<u>West of Lake Kawana</u> With public transport
Footpath (north)	5 metres	7.5 metres
Bus lane	4.5 metres—	4.5 metres
2 through lanes	7 metres	7 metres
Centre median	6 metres	6.5 metres
2 through lanes	7 metres	7 metres
Bus lane	4.5 metres—	4.5 metres
Footpath (south)	5.4 metres	4.7.5 metres
Total	30.8 metres	37.44 metres

Notes—

1— The 7.5 metre wide footpaths will accommodate indented bus set down stops at appropriate locations.²

Section 5.3.2(b)—

omit 'The trunk collector street configuration is'—

insert—

'With the exception of the trunk collector along the eastern frontage of the Regional Hospital, the trunk collector street configuration is'.

1210 Amendment of section 5.6 (Public Transport Routes)

(1) Section 5.6.2(a), 'accommodate possible future bus traffic'—

omit, insert—

'accommodate future bus traffic'.

(2) Section 5.6.2(a), new paragraph—

insert—

'Lake Kawana Boulevard Sub-arterial roads which connects the Nicklin Way to Kawana Way in the Multi Modal Transport Corridor will be required to incorporate a lane in each direction for public transport and emergency vehicles accommodate bus only lanes.'

(3) After section 5.6.2(a)—

insert—

'(b) The Lake Kawana Boulevard sub-arterial roads which connects the Regional Hospital to the Nicklin Way in the east and to Kawana Way in the Multi Modal Corridor in the west are to which incorporate a lanes in each direction which is are dedicated for public transport and emergency vehicles.'

13 Amendment of Appendix 1 (Community Recreation & Open Space Model)

Appendix 1, Village Parks, Recreational intent, 'Village Centre', before 'In addition'—

insert—

'a'.

Appendix 1, Village Parks, Recreational intent, 'Village Centre'—

~~omit, insert—~~

~~‘Village’.~~

~~Appendix 1, Village Parks, ‘For the purposes of this section of the criteria Village is described as “the cluster of neighbourhoods that comprise a population catchment of up to 10,000 persons”.’~~

~~omit, insert—~~

~~‘• For the purpose of this section of the criteria Village is described as:~~

- ~~(a) the cluster of neighbourhoods that comprise a population catchment of up to 10,000 persons; or~~
- ~~(b) the Expanded Neighbourhood Area that comprises the Regional Hospital.’~~

1411 Replacement of Map 1 (Preferred Land Use)

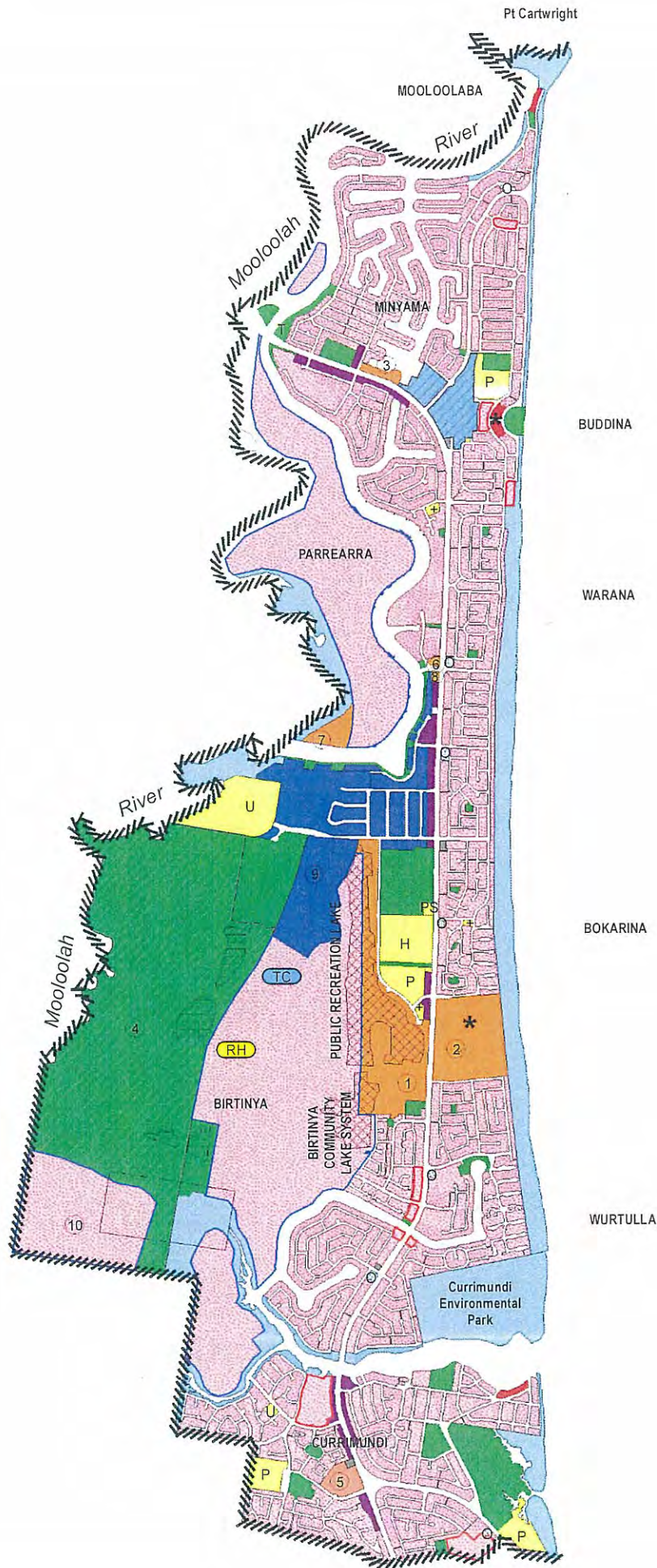
Map 1—

~~omit, insert—~~

1512 Replacement of Map 2 (Preferred Open Space, Circulation Network, Community Facilities)

Map 2—

~~omit, insert—~~



Preferred land Use

Residential

- Urban
- Low Density
- Medium Density
- Tourist / Residential

Open Space

- Recreation
- Mixed Recreation - Conservation - Private/Public (DPA4)
- Conservation

Business

- Regional Retail Centre
- District Retail Centre (DPA 5)
- Neighbourhood Centre
- Highway Commercial
- Employment Area
- Service Station (DPA 6)
- Village Centre
- Tourist Development
- Town Centre

Other Elements

- Public / Community
- Public Utility
- High School
- Primary School
- TAFE
- Church
- Police Station
- Regional Hospital
- Detailed Planning Area
- Borrow Pit Lake
- Indicative Area of Proposed Major Recreation Water



Scale 1:30,000

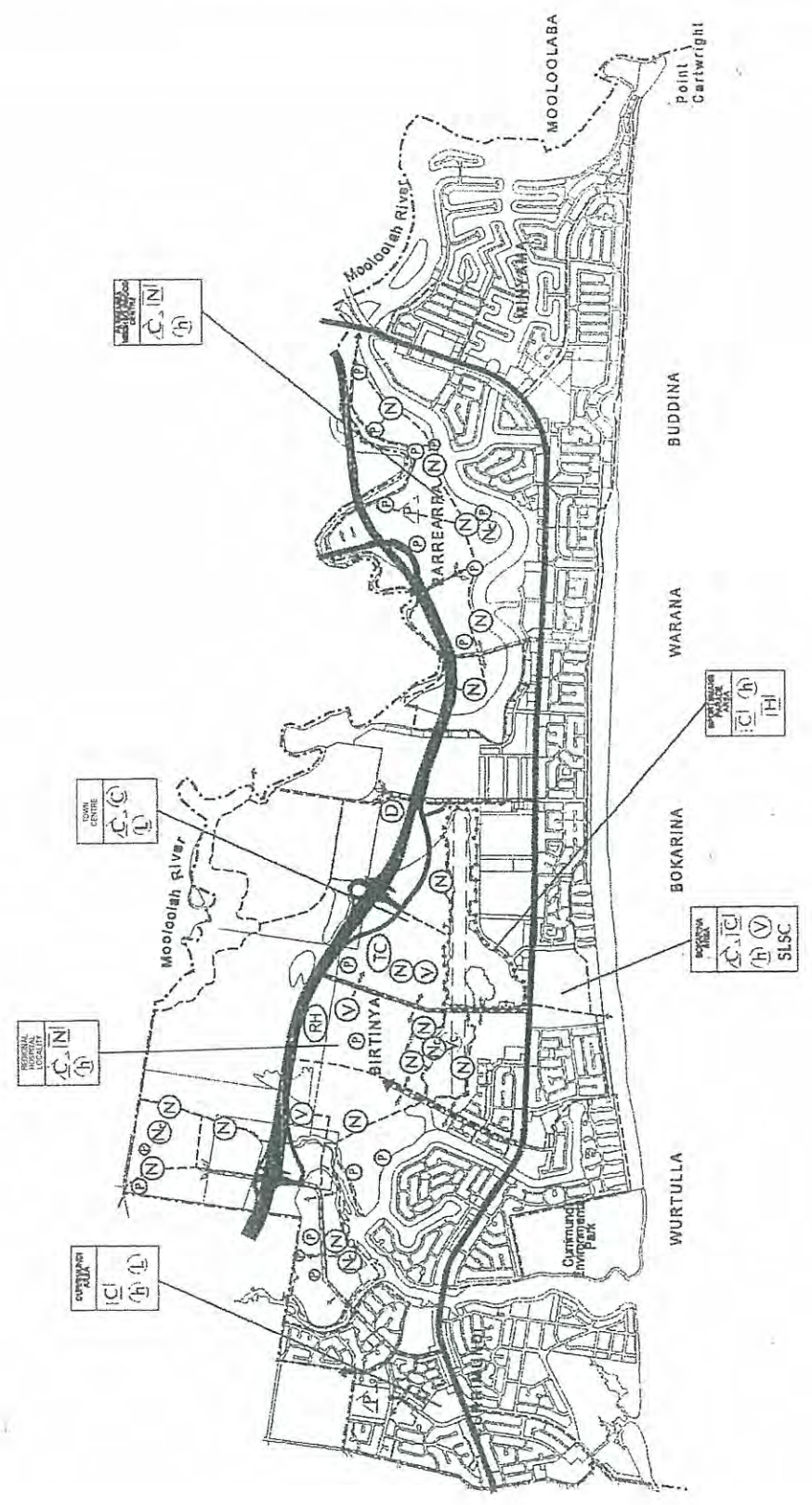
**DEVELOPMENT CONTROL PLAN
KAWANA
MAP 1**

**PREFERRED OPEN SPACE,
CIRCULATION NETWORK,
COMMUNITY FACILITIES**

- State Controlled Roads
- Multi Modal Transport Corridor and Nislon Way Aerial
- Sub-Artial
- Trunk Collector
- Collector Streets
- Possible Future Collector Streets
- Town Centre
- Regional Hospital Centre
- Neighbourhood Centre
- Village Centre
- District Park
- Village Park
- Neighbourhood Park
- Precinct Park
- Pedestrian and Bikeway Linkages
- Continuous Public Access Promenade (Alignment subject to detailed design)
- Pedestrian and Bikeway Link
- Child Care Centre/ Kindergarten
- Primary School
- Community Hall
- Community Centre
- Community Health Sub-Centre
- Neighbourhood House
- Branch Library
- Cultural Centre
- Surf Life Saving Club

Scale in Metres
0 100 200 300 400 500

**DEVELOPMENT
CONTROL
PLAN
KAWANA
MAP 2**



Schedule 3

Amended Structure Plan

Development Agreement, Development Control Plan 1 – Kawana Waters and Section 6.1.45A (Development Control Plans under respective Act) of the Integrated Planning Act 1997.

NOTICE OF DETERMINATION

Determination No. [insert]

Citation:	This determination may be cited as Master Plan Determination No. [insert] (Amendment of Structure Plan) 2007.
Application:	Determination of Amended Structure Plan
Applicant:	Stockland Kawana Waters Pty Ltd Stockland Buddina Pty Ltd
Relationship to Master Developer:	Master Developer
Location of relevant part of Kawana Waters:	The whole of the Kawana Waters Community Development Area as defined in Development Control Plan 1 – Kawana Waters.
Description of part of Kawana Waters Community Development Area:	The whole of Kawana Waters Community Development Area as defined in Development Control Plan 1 - Kawana Waters.
Description of Master Plan:	The Structure Plan: (a) approved by Master Plan Determination No. 1 (Approval of Structure Plan) 1999 dated 16 September 1999; and (b) amended on 10 June 2004.
Supporting Information	Infrastructure Agreement with respect to the Regional Hospital Land.
State Government Agencies consulted in the determination of the Application:	Queensland Transport Department of Infrastructure (Office of Urban Management) Department of Local Government, Planning, Sport & Recreation (DLGPS&R) Department of Natural Resources and Water Department of Main Roads Department of Health
Decision:	In accordance with Development Control Plan 1 – Kawana Waters, the Development Agreement and Section 6.1.45A (Development Control Plans under Repealed Act) of the <i>Integrated Planning Act 1997</i> , the Structure Plan is amended by the approval of:

	<p>(a) amended Structure Plan Maps being-</p> <ul style="list-style-type: none"> (i) Structure Plan Map One – Land Use, April 2007; and (ii) Structure Plan Map Two – Open Space System Community Facilities, April 2007; and (iii) Structure Plan Three – Detailed Planning Areas 1-4 and 6-10, April 2007; and (iv) Structure Plan Four – Village Neighbourhood Relationships, April 2007; and (v) Structure Plan Five – Service Infrastructure Sewer, April 2007; and (vi) Structure Plan Six – Service Infrastructure Waters, April 2007; and <p>(b) amended Structure Plan Development Criteria.</p>
<p>Reasons for Decision:</p>	<p>The determination made by the Council has been made for the reason that the amendments to the approved Structure Plan will comply with the Development Documents in accordance with the Infrastructure Agreement with respect to the Regional Hospital Land.</p>
<p>Interpretation:</p>	<p>In this determination, terms have the meaning given:</p> <ul style="list-style-type: none"> (a) in Development Control Plan 1 – Kawana Waters; or (b) in the Development Agreement, in the absence of a meaning given in Development Control Plan 1 – Kawana Waters; or (c) in the Development Documents, in the absence of a meaning given in Development Control Plan 1 – Kawana Waters and the Development Agreement; or (d) in the <i>Integrated Planning Act 1997</i>, in the absence of a meaning given in Development Control Plan 1 – Kawana Waters, the Development Agreement or the Development Documents.
<p>Conditions of Approval:</p>	<p>(a) This Structure Plan comprises:</p> <ul style="list-style-type: none"> (i) the amended Structure Plan Maps 1-6;

	<p>and</p> <p>(ii) the amended Structure Plan Development Criteria.</p> <p>(b) The conditions of approval of the Structure Plan approved on 16 September 1999 and amended on 10 June 2004 continue to apply.</p> <p>(c) A lower order Master Plan (including any development provided for within a Master Plan) and any development of the Kawana Waters Community Development Area must comply with the Infrastructure Agreement with respect to the Regional Hospital Land and any amendments to that document.</p>
Development Criteria:	<p>The Amended Structure Plan Development Criteria shall form part of the:</p> <p>(a) Conditions of Approval; and</p> <p>(b) the Structure Plan.</p>
Delegated Officers:	<p>The Council officers specified hereunder shall have delegated authority to exercise the powers of the Council under the Conditions of Approval:</p> <p>(a) Chief Executive Officer; and</p> <p>(b) Director of City Services.</p>
Date of Council Decision:	<p>Completion Date as specified in the Infrastructure Agreement with respect to the Regional Hospital Land.</p>
Attachments:	<p>Amended Structure Plan Maps One to Six, April 2007. [INSERT]</p> <p>Amended Structure Plan Development Criteria [INSERT].</p>

*Development Agreement, Development Control
Plan 1 – Kawana Waters and Section 6.1.45A
(Development Control Plans under Repealed Act)
of the Integrated Planning Act 1997*

**STRUCTURE PLAN
DEVELOPMENT CRITERIA**

**Approved by Council pursuant
to Master Plan Determination No 1
(Approval of Structure Plan) 1999
16 September 1999 and amended on 10 June 2004 by Master Plan
Determination No (insert)
(Amendment of Structure Plan) 2007**

STRUCTURE PLAN DEVELOPMENT CRITERIA

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1 PRELIMINARY

1.1 Citation

This document may be cited as the Structure Plan Development Criteria.

1.2 Purpose

The purpose of the Structure Plan Development Criteria is to ensure that all lower order Master Plans and any development provided for in the Master Plans complies with the Development Documents.

1.3 Relationship to Structure Plan

The Structure Plan Development Criteria were approved as part of Master Plan Determination No 1 (Approval of Structure Plan) 1999 and form part of the Structure Plan pursuant to the Conditions of Approval.

2 INTERPRETATION

2.1 Interpretation

In this document:

- (a) terms not otherwise defined in this document have the meaning given in Development Control Plan 1 -Kawana Waters; and
- (b) a reference to a document means a document as amended by the Conditions of Approval.

2.2 Definitions

In this document:

“code assessable development” means a material change of use for a purpose specified in column 4 of a Table of Development.

“commercial use” means the use of premises for:

- (a) any activity specified as a commercial use in the Table of Defined Uses; or
- (b) any activity not specified as a commercial use in the Table of Defined Uses where:
 - (i) the activity is not:
 - (A) separately defined as an industrial use, residential use, rural use or a community use; or
 - (B) ancillary to an industrial use, residential use, rural use or a community use; and
 - (ii) the primary purpose of the activity is the conduct of a business.

“community facility” means those uses specified on DCP Map 2 under the heading “Community”.

“community use” means the use of premises for any activity specified as a community use in the Table of Defined Uses.

“gross floor area” has the meaning given in section 8.1 (Explanatory Definitions) of the Planning Scheme Provisions.

“industrial use” means the use of premises for:

- (a) any activity specified as an industrial use in the Table of Defined Uses; or
- (b) any activity not specified as an industrial use in the Table of Defined Uses where:
 - (i) the activity is not:
 - (A) separately defined as a commercial use, residential use, rural use or a community use; or
 - (B) ancillary to a commercial use, residential use, rural use or a community use; and
 - (ii) the primary purpose of the activity is:
 - (A) a manufacturing process whether or not the process results in the production of a finished product; or
 - (B) the breaking up or dismantling of any goods or any articles for trade, sale or gain or ancillary to any business; or
 - (C) the extracting or processing of sand, gravel, soil, rocks, stone or similar substances from land; or
 - (D) repairing, servicing and cleaning of articles including vehicles, machinery, buildings or other structures, but not including on-site work on buildings or other structures; or
 - (E) any operations connected with the installation of equipment and services or with the extermination of pests, but not including on-site work on buildings or other structures on land.

“regional hospital” means a use of premises for a hospital as defined in the Caloundra Town Planning Scheme and may include the following uses, as defined in the Caloundra Town Planning Scheme, where associated with and ancillary to the hospital:-

- (a) accommodation building;
- (b) child care centres;
- (c) commercial premises;
- (d) educational establishment;
- (e) food outlet;
- (f) health care premises;
- (g) Public Purpose;
- (h) restaurant; and

(i) shop.

“residential use” means the use of premises for:

- (a) any activity specified as a residential use in the Table of Defined Uses; or
- (b) any activity not specified as a residential use in the Table of Defined Uses where:
 - (i) the activity is not:
 - (A) separately defined as a commercial use, industrial use, rural use or a community use; or
 - (B) ancillary to a commercial use, residential use, rural use or a community use; and
 - (ii) the primary purpose of the activity is human habitation.

“rural use” means the use of premises for any activity that is specified as a rural use in the Table of Defined Uses.

“self-assessable development” means a material change of use for a purpose specified in column 3 of a Table of Development.

“Table of Defined Uses” means the Table of Defined Uses in Schedule 1.

3 URBAN DEVELOPMENT CRITERIA

3.1 Application

This section applies to the Urban Area being the land designated as Urban on Structure Plan Map 1.

3.2 Relationship to Planning Scheme

The Urban Area comprises land:

- (a) designated Urban on DCP Map 1 (other than the land included within the Town Centre and the Business Village on Structure Plan Map 1) and included in the Residential A zone; and
- (b) designated DPA 1 on DCP Map 1 (other than the land included within the Community Commercial Recreation Node on Structure Plan Map 1) and included in the Special Development Zone; and
- (c) designated DPA 10 on DCP Map 1 and included in the Residential A Zone.

3.3 Intent of Urban Area

The intent of that part of the Urban Area which is designated:

- (a) Urban on DCP Map 1 (other than the Town Centre and the Business Village which is designated on Structure Plan Map 1) is specified in section 3.2.2 (Urban) and section 4.4.1 (Intent) of the DCP; and
- (b) DPA 1 on DCP Map 1 is specified in section 4.16.2(b)(vii) (Detailed Planning Area 1 (DPA 1)) of the DCP; and
- (c) DPA 10 on DCP Map 1 is specified in section 4.16.2(k) (Detailed Planning Area 10 (DPA 10)) of the DCP.

3.4 Structure of Urban Area

The Urban Area shall be comprised of:

- (a) Neighbourhood Centres that:
 - (i) are located generally in accordance with Structure Plan Map 1; and
 - (ii) comprises:
 - (A) residential uses being limited to accommodation building, caretakers residence, home occupation and multiple dwelling; and
 - (B) commercial uses (other than an adult product shop, automatic mechanical car wash, function room, funeral parlour, hotel, nightclub, outdoor sales premises, produce store, service station, showroom or vehicle hire premises) that for the whole of the Neighbourhood Centre do not have a total gross floor area greater than 600m²; and
 - (C) community uses being limited to carpark, child care centre, landing (where situated in Parrearra), park, place of worship and sport and recreation; and
- (b) a Village Centre that:
 - (i) is located generally in accordance with Structure Plan Map 1; and
 - (ii) comprises:
 - (A) residential uses being limited to accommodation building, caretakers residence, home occupation and multiple dwelling; and
 - (B) commercial uses (other than an adult product shop, automatic mechanical car wash, funeral parlour, nightclub, outdoor sales premises, produce store, service station, showroom and vehicle hire premises) that for the whole of the Village Centre do not have a total gross floor area greater than 3,000m²; and

- (C) community uses being limited to carpark, child care centre, landing, park, place of public worship and sport and recreation; and
- (c) residential uses (other than a camping ground, holiday cabin, host farm, motel or relocatable home park); and
- (d) commercial uses being limited to health care premises in that part of the Urban Area included within DPA 1 on DCP Map 1; and
- (e) community uses being limited to:
 - (i) carpark, educational establishment, landing, park and sport and recreation in that part of the Urban Area included within DPA 1 on DCP Map 1; and
 - (ii) educational establishment, park, place of worship and sport and recreation in that part of the Urban Area included within DPA 10 on DCP Map 1; and
 - (iii) educational establishment, landing, park and place of worship in that part of the Urban Area not included in DPA 1 or DPA 10 on DCP Map 1; and
- (f) Village, Neighbourhood and Precinct Parks that:
 - (i) are located generally in accordance with Structure Plan Map 2; and
 - (ii) comply with the criteria specified in the DCP.

3.5 Development Criteria

The development provided for in a Master Plan applicable to the Urban Area must:

- (a) be consistent with the intent of the Urban Area as specified in section 3.3 (Intent of Urban Area) of this document; and
- (b) comply with the structure of the Urban Area as specified in section 3.4 (Structure of the Urban Area) of this document; and
- (c) not contain a development (other than a public purpose or public utility) provided for in section 3.4 (Structure of the Urban Area) of this document; and
- (d) comply with section 4.4.2 (Implementation) of the DCP for that part of the Urban Area which is not included within DPA 1 on DCP Map 1); and
- (e) comply with section 4.16.2(k) (Detailed Planning Area 10 (DPA 10)) for that part of the Urban Area included within DPA 10 on DCP Map 1; and
- (f) comply with section 4.16.2(a) (Implementation) and section 4.16.2(b) (Detailed Planning Area 1 (DPA 1)) of the DCP for that part of the Urban Area included within DPA 1 on DCP Map 1; and

- (g) comply with the provisions of Part 3 (General Requirements of Development) to Part 6 (Subdivision of Land) of the Planning Scheme Provisions except to the extent that the provisions:
 - (i) are inconsistent with the DCP; or
 - (ii) have in accordance with the provisions of the Planning Scheme Provisions, been expressly relaxed in writing by the Council pursuant to:
 - (A) a development approval; or
 - (B) an approval of a Master Plan; or
 - (C) an approval of an application to relax the relevant Planning Scheme Provisions.

4 SPECIAL DEVELOPMENT AREA DEVELOPMENT CRITERIA

4.1 Application

This section applies to the land designated as Special Development Area on Structure Plan Map 1.

4.2 Relationship to Planning Scheme

The Special Development Area comprises land designated as DPA 7 on DCP Map 1 and included in the Special Development Zone under the Planning Scheme Provisions.

4.3 Intent of the Special Development Area

The intent of the Special Development Area is specified in section 4.16.2(h) (Detailed Planning Area 7 (DPA 7)) of the DCP.

4.4 Structure of the Special Development Area

The Special Development Area shall comprise:

- (a) residential uses (other than a caravan park, holiday cabin accommodation, host farm, motel or relocatable home park) where the Odour Control Works have been constructed in accordance with clause 10 (Sewerage) of the Development Agreement; and
- (b) commercial uses being limited to automatic mechanical car wash, commercial premises, food outlet, local store, nursery, outdoor sales premises, service station, shop, showroom, vehicle hire premises and veterinary surgery; and
- (c) industrial uses being limited to light industry, service industry, transport equipment depot, warehouse and vehicle repair workshop; and

- (d) community uses being limited to carpark, indoor entertainment (excluding cinemas), landing, outdoor entertainment, park, place of worship and sports and recreation.

4.5 Development Criteria

The development provided for in a Master Plan applicable to the Special Development Area must:

- (a) be consistent with the intent of the Special Development Area as specified in section 4.3 (Intent of the Special Development Area) of this document; and
- (b) comply with the structure of the Special Development Area as specified in section 4.4 (Structure of the Special Development Area) of this document; and
- (c) not contain a development (other than a public purpose or public utility) not provided for in section 4.4 (Structure of the Special Development Area) of this document; and
- (d) comply with section 4.16.2(h) (Detailed Planning Area 7 (DPA7)) and 4.16.2(a) (Implementation) of the DCP; and
- (e) comply with the provisions of Part 3 (General Requirements of Development) to Part 6 (Subdivision of Land) of the Planning Scheme Provisions except to the extent that the provisions:
 - (i) are inconsistent with the DCP; or
 - (ii) have in accordance with the provisions of the Planning Scheme Provisions, been expressly relaxed in writing by the Council pursuant to:
 - (A) a development approval; or
 - (B) an approval of a Master Plan; or
 - (C) an approval of an application to relax the relevant Planning Scheme Provisions.

5 BUSINESS VILLAGE DEVELOPMENT CRITERIA

5.1 Application

This section applies to the land designated as Business Village on Structure Plan Map 1.

5.2 Relationship to Planning Scheme

The Business Village comprises land:

- (a) designated as DPA 9 on DCP Map 1 and included in the Special Development Zone under the Planning Scheme Provisions; and
- (b) designated as Urban on DCP Map 1 and included in the Residential A Zone under the Planning Scheme Provisions.

5.3 Intent of the Business Village

The intent of that part of the Business Village which is designated as:

- (a) DPA 9 on DCP Map 1 is specified in section 3.4.7 (Employment Area) and section 4.12.1 (Intent of the DCP); and
- (b) Urban on DCP Map 1 is specified in section 3.2.2 (Urban) and 4.4.1 (Intent) of the DCP and section 2.4(1)(a) (Intent of Residential A Zone) of the Planning Scheme Provisions.

5.4 Structure of the Business Village

The Business Village shall be comprised of:

- (a) DPA 9 that:
 - (i) corresponds to DPA 9 on DCP Map 1; and
 - (ii) comprises precincts structured in accordance with section 4.16.2(j) (Detailed Planning Area 9 (DPA 9)) of the DCP; and
 - (iii) comprises:
 - (A) commercial uses being limited to:
 - (1) commercial premises; and
 - (2) food outlet; and
 - (3) health care premises; and
 - (4) local store; and
 - (5) restaurant (adjacent to the public recreation lake); and
 - (6) shop being limited to a:
 - (a) bank; and
 - (b) building society; and
 - (c) credit union; and
 - (d) finance company agency; and
 - (e) real estate agency; and
 - (f) Totalisator Administration Board Agency; and
 - (g) travel agency; and

- (h) bottle shop licensed under the Liquor Act 1992 and having a gross floor area of less than 300m²; and
 - (7) showroom (the primary purpose of which is the sale of articles involved in the building trades); and
 - (8) vehicle hire premises; and
 - (B) industrial uses being limited to industrial retail premises, light industry, service industry and warehouse; and
 - (C) community uses being limited to carpark, educational establishment, indoor entertainment (excluding cinemas), park and sport and recreation; and
- (b) an Urban Area that:
 - (i) corresponds to that part of the Urban Area designated on DCP Map 1 and included with the Business Village on Structure Plan Map 1; and
 - (ii) is to be developed in accordance with section 3 (Urban Development Criteria) of this document; and
 - (iii) provides for a continuous public access promenade as shown on Structure Plan Map 2 which is to be located in accordance with section 4.4.2(b)(vii) (Implementation) of the DCP.

5.5 Development Criteria

The development provided for in a Master Plan applicable to the Business Village must:

- (a) be consistent with the intent of the Business Village as specified in section 5.3 (Intent of the Business Village) of this document; and
- (b) comply with the structure of the Business Village as specified in section 5.4 (Structure of the Business Village) of this document; and
- (c) not contain any development (other than a public purpose or public utility) not provided for in section 5.4 (Structure of the Business Village) of this document; and
- (d) comply with, in the case of DPA 9, section 4.16.2(a) (Implementation) of the DCP; and
- (e) comply with the provisions of Part 3 (General Requirements of Development) to Part 6 (Subdivision of Land) of the Planning Scheme Provisions except to the extent that the provisions:
 - (i) are inconsistent with the DCP; or

- (ii) have in accordance with the provisions of the Planning Scheme Provisions, been expressly relaxed in writing by the Council pursuant to:
 - (A) a development approval; or
 - (B) an approval of a Master Plan; or
 - (C) an approval of an application to relax the relevant Planning Scheme Provisions.

6 TOWN CENTRE DEVELOPMENT CRITERIA

6.1 Application

This section applies to the land designated as Town Centre on Structure Plan Map 1.

6.2 Relationship to Planning Scheme

The Town Centre comprises land designated as Urban on DCP Map 1 and included in the Residential A Zone under the Planning Scheme Provisions.

6.3 Intent of the Town Centre

The intent of the Town Centre is specified in section 3.4.1 (Town Centre) and section 4.7.1 (Town Centre) of the DCP.

6.4 Structure of the Town Centre

The Town Centre shall be comprised of:

- (a) residential uses (other than relocatable home park, caravan park, host farm and holiday cabin accommodation); and
- (b) commercial uses being limited to:
 - (i) cottage crafts and sales, nursery, shop and a shopping centre that have in total for the whole of the Town Centre a total gross floor area of not greater than 20,000m²; and
 - (ii) food outlet, function room, hotel, nightclub and restaurant that have in total for the whole of the Town Centre a gross floor area of not greater than 3,500m²; and
 - (iii) automatic mechanical car wash, service station and vehicle hire premises that have in total for the whole of the Town Centre a total gross floor area of not greater than 1,000m²; and
 - (iv) commercial uses not specified in section 6.4(b)(i), (ii) or (iii) (Structure of the Town Centre) of this document (other than an adult product shop, funeral parlour, local store, outdoor sales premises, produce store and showroom) that have in total for the whole of the Town Centre a total gross floor area of not greater than 15,000m²; and

- (c) community uses being limited to carpark, child care centre, educational establishment, hospital, landing, outdoor entertainment, park, place of worship and sports and recreation; and
- (d) a Village Park, a Neighbourhood Park and at least 2 Precinct Parks that:
 - (i) are located generally in accordance with DCP Map 2; and
 - (ii) comply with the criteria specified in the DCP; and
- (e) a continuous public access promenade as shown on Structure Plan Map 2 which is to be located in accordance with section 4.4.2(b)(vii) (Implementation) of the DCP.

6.5 Development Criteria

The development provided for in a Master Plan applicable to the Town Centre must:

- (a) be consistent with the intent of the Town Centre as specified in section 6.3 (Intent of the Town Centre) of this document; and
- (b) comply with the structure of the Town Centre as specified in section 6.4 (Structure of the Town Centre) of this document; and
- (c) not contain any development (other than a public purpose or public utility) not provided for in section 6.4 (Structure of the Town Centre) of this document; and
- (d) comply with section 4.7.2 (Implementation) of the DCP; and
- (e) comply with the provisions of Part 3 (General Requirements of Development) to Part 6 (Subdivision of Land) of the Planning Scheme Provisions except to the extent that the provisions:
 - (i) are inconsistent with the DCP; or
 - (ii) have in accordance with the provisions of the Planning Scheme Provisions, been expressly relaxed in writing by the Council pursuant to:
 - (A) a development approval; or
 - (B) an approval of a Master Plan; or
 - (C) an approval of an application to relax the relevant Planning Scheme Provisions; and
- (f) in the case of the commercial uses specified in section 6.4(b)(i) (Structure of the Town Centre) of this document, be developed such that:
 - (i) 6,000 m² of gross floor area is not provided earlier than 1 January 2005; and

- (ii) the remaining 14,000 m² of gross floor area is not provided earlier than 1 January 2008.

7 COMMUNITY COMMERCIAL RECREATION NODE DEVELOPMENT CRITERIA

7.1 Application

This section applies to the area being land designated as Community Recreation Node on Structure Plan Map 1.

7.2 Relationship to Planning Scheme

The Community Commercial Recreation Node comprises part of the land designated as DPA 1 on DCP Map 1 and is included in the Special Development Zone.

7.3 Intent of Community Commercial Recreation Node

The intent of the Community Commercial Recreation Node, identified as DPA 1 on DCP Map 1 is specified in section 4.16.2(b) (Detailed Planning Area 1 (DPA 1)) of the DCP.

7.4 Structure of the Community Commercial Recreation Node

The Community Commercial Recreation Node shall:

- (a) correspond to that part of the area designated as DPA 1 on DCP Map 1 nominated as the Community Commercial Recreation Node on Structure Plan Map 1; and
- (b) comprise 2 areas being:
 - (i) a commercial area located towards the southern end of the public recreation lake which is to comprise:
 - (A) commercial uses being limited to commercial premises, food outlet, function room, hotel, local store, nightclub, restaurant and shop; and
 - (B) community uses being limited to carpark, indoor entertainment, landing, marina, outdoor entertainment, park, sport and recreation; and
 - (ii) a sport, leisure, recreation and parkland area located over the remainder of the Community Commercial Recreation Node which is to comprise:
 - (A) limited commercial activities including boat hire facilities, kiosks, and other recreational, community activities directly related to sports, leisure and recreational activities; and
 - (B) community uses being limited to carpark, child care centre, landing, outdoor entertainment, park, place of worship and sports and recreation: and:

- (C) the hiring of bikes, windsurfers and other non-powered recreational and sporting equipment; and
- (c) comply with the criteria outlined in section 4.16.2(b) (Detailed Planning Area 1 (DPA 1)) of the DCP; and
- (d) provide for a substantially continuous public access promenade as shown on Structure Plan Map 2 to the perimeter of the public recreation lake which is to be located in accordance with section 4.16.2(b)(vi)(A), (B) and (G) and (viii) (Detailed Planning Area 1 (DPA 1)) of the DCP.

7.5 Development Criteria

The development provided for in a Master Plan applicable to the Community Commercial Recreation Node must:

- (a) be consistent with the intent of the Community Commercial Recreation Node as specified in section 7.3 (Intent of the Community Commercial Recreation Node) of this document; and
- (b) comply with the structure of the Community Commercial Recreation Node as specified in section 7.4 (Structure of the Community Commercial Recreation Node) of this document; and
- (c) not contain any development (other than a public purpose or public utility) not provided for in section 7.4 (Structure of the Community Commercial Recreation Node) of this document; and
- (d) comply with section 4.16.2(b) (Detailed Planning Area 1 (DPA 1)) and section 4.16.2(a) (Implementation) of the DCP; and
- (e) comply with the provisions of Part 3 (General Requirements of Development) to Part 6 (Subdivision of land) of the Planning Scheme Provisions except to the extent that the provisions:
 - (i) are inconsistent with the DCP; or
 - (ii) have in accordance with the provisions of the Planning Scheme Provisions, been expressly relaxed in writing by the Council pursuant to:
 - (A) a development approval; or
 - (B) an approval of a Master Plan; or
 - (C) an approval of an application to relax the relevant Planning Scheme Provisions.

8 CONSERVATIONAL OPEN SPACE DEVELOPMENT CRITERIA

8.1 Application

This section applies to the area designated as Conservational Open Space on Structure Plan Map 1.

8.2 Relationship to Planning Scheme

The Conservational Open Space comprises land:

- (a) designated Conservational Open Space on DCP Map 1 and included in the Environment Protection Zone; and
- (b) designated DPA 4 on DCP Map 1 and included in the Open Space Zone.

8.3 Intent of the Conservational Open Space Development Criteria

The intent of Conservational Open Space is specified in section 3.3.2 (Open Space Conservation), section 4.6.1 (Intent) of the DCP and section 2.7(1)(c) (Intent of the Environment Protection Zone) and section 2.7(1)(b) (Intent of the Open Space Zone) of the Planning Scheme Provisions.

8.4 Structure of the Conservational Open Space

The Conservational Open Space Area shall:

- (a) correspond with the areas designated as Conservational Open Space on Structure Plan Map 2; and
- (b) comprise 20 ha of land in freehold title within DPA 4 in accordance with section 12.4 (Open Space) of the Development Agreement; and
- (c) contain within the land specified in section 8.4(b) (Structure of the Conservational Open Space) of this document, lakes in accordance with section 12.4 (Open Space) of the Development Agreement and the provisions of the DCP unless the Development Agreement is amended to remove this obligation; and
- (d) contain an esplanade with a minimum width of 30 metres along the frontage of the Mooloolah River within DPA 4 in accordance with section 12.2 (Open Space) of the Development Agreement; and
- (e) provide for uses and functions within DPA 4 as outlined in section 14.16.2(e) (Detailed Planning Area 4 (DPA 4)) of the DCP and section 12.4 (Open Space) of the Development Agreement.

8.5 Development Criteria

The development provided for in a Master Plan applicable to the Conservational Open Space must:

- (a) be consistent with the intent of the Conservational Open Space as specified in section 8.3 (Intent of the Conservational Open Space) of this document; and
- (b) comply with the structure of the Conservational Open Space area as specified in section 8.4 (Structure of the Conservational Open Space) of this document; and
- (c) comply with section 4.6.2 (Implementation) of the DCP; and
- (d) in the case of DPA 4, comply with section 4.16.2(e) (Detailed Planning Area 4 (DPA 4)) of the DCP; and
- (e) be self assessable development in the Environmental Protection Zone or development which is in accordance with an approved Site Development Plan pursuant to the DCP in the Open Space Zone; and
- (f) comply with the provisions of Part 3 (General Requirements of Development) to Part 6 (Subdivision of Land) of the Planning Scheme Provisions except to the extent that the provisions:
 - (i) are inconsistent with the DCP; or
 - (ii) have in accordance with the provisions of the Planning Scheme Provisions, been expressly relaxed in writing by the Council pursuant to:
 - (A) a development approval; or
 - (B) an approval of a Master Plan; or
 - (C) an approval of an application to relax the relevant Planning Scheme Provisions.

9 RECREATIONAL OPEN SPACE DEVELOPMENT CRITERIA

9.1 Application

This section applies to the land designated as Recreational Open Space on Structure Plan Map 1 and the network of open space and recreational areas on Structure Plan Map 2.

9.2 Relationship to Planning Scheme

The Recreational Open Space area comprises land:

- (a) designated Recreational Open Space on DCP Map 1 and included in the Sport and Recreation Zone; and
- (b) designated as parks on DCP Map 2 and included in the Residential A Zone and the Special Development Zone.

9.3 Intent of the Recreational Open Space

The intent of Recreational Open Space is specified in section 3.3.1 (Open Space - Recreation) of the DCP, section 4.5.1 (Intent) of the DCP and section 2.7(1)(d) (Intent of Zones - Sport and Recreation) of the Planning Scheme Provisions.

9.4 Structure of the Recreational Open Space

The Recreational Open Space area shall comprise District, Village, Neighbourhood and Precinct Parks that:

- (a) are located generally in accordance with DCP Map 2; and
- (b) comply with the criteria specified in the DCP.

9.5 Development Criteria

The Development provided for in a Master Plan applicable to Recreational Open Space must:

- (a) be consistent with the intent of the Recreational Open Space as specified in section 9.3 (Intent of the Recreational Open Space) of this document; and
- (b) comply with the structure of the Recreational Open Space as specified in section 9.4 (Structure of the Recreational Open Space) of this document; and
- (c) comply with section 4.5.2 (Implementation) and Appendix 1 (Community Recreation and Open Spaces Model) of the DCP.

10 FOCAL TOURIST NODE DEVELOPMENT CRITERIA

10.1 Application

This section applies to the area being land designated as the Focal Tourist Node on Structure Plan Map 1.

10.2 Relationship to Planning Scheme

The Focal Tourist Node comprise land designated as DPA 2 on DCP Map 1 and included in the Special Development Zone.

10.3 Intent of the Focal Tourist Node

The intent of the Focal Tourist Node is specified in section 4.15.1 (Intent of Tourism Development) and section 4.16.2(c) (Detailed Planning Area 2 (DPA 2)) of the DCP.

10.4 Structure of the Focal Tourist Node

The Focal Tourist Node shall comprise:

- (a) residential uses (other than a caravan park, holiday cabin accommodation, host farm and relocatable home park); and

- (b) commercial uses being limited to:
 - (i) food outlet, function room, hotel, nightclub and restaurant that have in total for the whole of the Focal Tourist Node a total gross floor area of not greater than 3,500m²; and
 - (ii) commercial premises, health care premises, laundry and shop that have in total for the whole of the Focal Tourist Node a total gross floor area of not greater than 4,000m²; and
- (c) community uses being limited to:
 - (i) child care centre; and
 - (ii) indoor entertainment (that has in total for the whole of the Focal Tourist Node a total gross floor area of not greater than 7,000 m²); and
 - (iii) park; and
 - (iv) sports and recreation; and
- (d) a Village Park and a Linear Park System that comply with the criteria specified in the DCP.

10.5 Development Criteria

The development provided for in a Master Plan applicable to the Focal Tourist Node must:

- (a) be consistent with the intent of the Focal Tourist Node as specified in section 10.3 (Intent of the Focal Tourist Node) of this document; and
- (b) comply with the structure of the Focal Tourist Node as specified in section 10.4 (Structure of the Focal Tourist Node) of this document; and
- (c) not contain any development (other than a public purpose or public utility) not provided for in section 10.4 (Structure of the Focal Tourist Node) of this document; and
- (d) comply with section 4.15.2 (Implementation), section 4.16.2(a) (Implementation) and section 14.16.2(c) (Detailed Planning Area 2 (DPA 2) of the DCP; and
- (e) comply with the provisions of Part 3 (General Requirements) to Part 6 (Subdivision of Land) of the Planning Scheme Provisions except to the extent that the provisions:
 - (i) are inconsistent with the DCP; or
 - (ii) have in accordance with the provisions of the Planning Scheme Provisions, been expressly relaxed in writing by the Council pursuant to:
 - (A) a development approval; or

- (B) an approval of a Master Plan; or
- (C) an approval of an application to relax the relevant Planning Scheme Provisions.

11 MOVEMENT NETWORK DEVELOPMENT CRITERIA

11.1 Application

This section applies to:

- (a) the road network, commuter cycle links, pedestrian/cycle links and public transport corridors as identified on Structure Plan Map 2; and
- (b) the public transport corridor stations as identified on Structure Plan Map 1; and
- (c) the public access promenade as specified on Structure Plan Map 2.

11.2 Intent of the Movement Network

The intent of that part of the movement network which is designated in the DCP as:

- (a) state-controlled road, is specified in section 5.1.1 (Intent) of the DCP; and
- (b) sub-arterial road, is specified in section 5.2.1 (Intent) of the DCP; and
- (c) trunk collector street, is specified in section 5.3.1 (Intent) of the DCP; and
- (d) collector street, is specified in section 5.4.1 (Intent) of the DCP; and
- (e) pedestrian/cycle link, is specified in section 5.5.1 (Intent) of the DCP; and
- (f) public access promenade, is specified, in the case of:
 - (i) the eastern edge of the public recreation lake as shown on Structure Plan Map 2 north of Birtinya Boulevard, in section 4.4.2(b)(vii) (Implementation) and section 4.16.2(b)(vi)(A), (B) and (G) and (viii) (Detailed Planning Area 1 (DPA 1)) of the DCP; and
 - (ii) the western edge of the public recreation lake as shown on Structure Plan Map 2 north of the Birtinya Boulevard, in section 4.4.2(b)(vii) (Implementation) of the DCP; and
- (g) public transport route, is specified in section 5.6.1 (Intent) of the DCP.

11.3 Structure of the Movement Network

The movement network shall comprise:

- (a) a road network consistent with that identified on Structure Plan Map 2; and
- (b) a pedestrian/cycle network consistent with that indicated on Structure Plan Map 2; and

- (c) a public access promenade consistent with that indicated on Structure Plan Map 2; and
- (d) public transport corridor stations consistent with that indicated on Structure Plan Map 1.

11.4 Development Criteria

The movement network provided for in a Master Plan must:

- (a) be consistent with the intent of the movement network as specified in section 11.2 (Intent of the Movement Network) of this document; and
- (b) comply with the structure of the movement network as specified in section 11.3 (Structure of the Movement Network) of this document; and
- (c) in the case of:
 - (i) a state-controlled road comply with section 5.1.2 (Implementation) of the DCP; and
 - (ii) a sub-arterial road, comply with section 5.2.2 (Implementation) of the DCP; and
 - (iii) a trunk collector road, comply with section 5.3.2 (Implementation) of the DCP; and
 - (iv) a collector street, comply with section 5.4.2 (Implementation) of the DCP; and
 - (v) a pedestrian/cycle link:
 - (A) comply with section 5.5.2 (Implementation) of the DCP; and
 - (B) be designed in the case of that part of the public recreation lake located south of Birtinya Boulevard so that continuous pedestrian and cycle access is provided along:
 - (1) the foreshore of the eastern edge of the public recreation lake; and
 - (2) 50% of the foreshore of the western edge of the public recreation lake; and
 - (vi) the public access promenade situated on:
 - (A) the eastern edge of the public recreation lake north of Birtinya Boulevard as shown on Structure Plan Map 2, comply with section 4.16.2(b)(vi)(A), (B) and (G) and (viii) (Detailed Planning Area 1 (DPA 1)) of the DCP; and

- (B) the western edge of the public recreation lake north of Birtinya Boulevard as shown on Structure Plan Map 2, comply with section 4.4.2(b)(vii) (Implementation) of the DCP; and
- (vii) public transport routes, comply with section 5.6.2 (Implementation) of the DCP; and
- (viii) public transport corridor stations, be limited to passenger transport terminal and carpark.

12 COMMUNITY FACILITIES DEVELOPMENT CRITERIA

12.1 Application

This section applies to the Community Facilities as identified on Structure Plan Map 2.

12.2 Relationship to Planning Scheme

The preferred location of the Community Facilities comprises land:

- (a) identified in the Village Centre in Birtinya and the Parrearra Neighbourhood Centre and included in the Residential A Zone; and
- (b) identified in the Focal Tourist Node and Community Commercial Recreation Node and included in the Special Development Zone.

12.3 Intent of the Community Facilities

The intent of the Community Facilities which is identified in:

- (a) the Village Centre in Birtinya and the Parrearra Neighbourhood Centre is specified in section 3.5 (Community Facility Elements) of the DCP, section 4.14.1 (Intent) of the DCP and section 2.4(1)(a) (Intent of the Residential A Zone) of the Planning Scheme Provisions; and
- (b) the Focal Tourist Node and Community Commercial Recreation Node is specified in section 3.5 (Community Facility Elements) and section 4.14.1 (Intent) of the DCP.

12.4 Structure of the Community Facilities

The Community Facilities shall, subject to Master Plan Determination No 1 (Approval of Structure Plan) 1999, be:

- (a) located generally in accordance with Structure Plan Map 2; and
- (b) comply with the locational criteria outlined in the DCP.

12.5 Development Criteria

The Community Facilities provided for in a Master Plan must:

- (a) be consistent with the intent of Community Facilities as specified in section 12.3 (Intent of the Community Facilities) of this document; and
- (b) comply with the structure of Community Facilities as specified in section 12.4 (Structure of the Community Facilities) of this document; and
- (c) comply with section 4.14.2 (Implementation) of the DCP; and
- (d) comply with the Community Facilities Plan prepared and approved in accordance with clause 13.5(e)(iii)(A) (Community Facilities) of the Development Agreement; and
- (e) be code assessable development in the Residential A Zone or be development which is in accordance with an approved Site Development Plan pursuant to the DCP.

13 REGIONAL HOSPITAL DEVELOPMENT CRITERIA

13.1 Application

This section applies to the land designated as Regional Hospital on Structure Plan Map 1.

13.2 Relationship to Planning Scheme

The Regional Hospital comprises land designated as Urban on DCP Map 1.

13.3 Intent of the Regional Hospital

The intent of the Regional Hospital is specified in section 4.15.1 (Regional Hospital) of the DCP.

13.4 Structure of the Regional Hospital

The Regional Hospital may be comprised of a combination of all or some of the following uses:

- (a) residential uses being limited to accommodation for patients and staff
- (b) commercial uses being limited to a pharmacy (shop), health and staff care premises, food outlet, restaurant; and
- (c) commercial uses being limited to car park, childcare centre, educational establishment and hospital (including Public and Private acute care, ambulatory care and medi-hotel).
- (d) public purpose being limited to emergency services related activities.

13.5 Development Criteria

The development provided for in a Master Plan applicable to the Regional Hospital must:

- (a) be consistent with the intent of the Regional Hospital as specified in section 13.3 (Intent of the Regional Hospital) of this document;
- (b) comply with the Structure of the Regional Hospital as specified in section 13.4 (Structure of the Regional Hospital) of this document;

- (c) not contain any development (other than a public purpose or public utility) not provided in section 13.4 (Structure of the Regional Hospital) of this document;
- (d) comply with section 4.15.2 (Implementation) of the DCP-Regional Hospital; and
- (e) be development which is in accordance with an approved Precinct/Estate Plan or Site Development Plan pursuant to the DCP.

SCHEDULE 1

TABLE OF DEFINED USES

Commercial Use	Industrial Use	Residential Use	Community Use	Rural Use
adult product shop	extractive industry	accommodation building	carpark	agriculture
automatic mechanical car wash	general industry	aged persons accommodation	cemetery	animal husbandry – general
commercial premises	hazardous industry	bed & breakfast – homestay	child care centre	animal husbandry – intensive
cottage crafts & sales	industrial retail premises	camping ground	crematorium	aquaculture
food outlet	intensive industry	caravan park	educational establishment	cattery
function room	junk yard	caretakers residence	hospital	emus – ostrich hatching & breeding facility
funeral parlour	light industry	cluster development	indoor entertainment	forestry
health care premises	liquid fuel depot	display home	landing	goat farm
hotel	noxious offensive or hazardous industry	duplex dwelling	marina	keeping of horses
laundry	portable timbermill	dwelling house	outdoor entertainment	kennel
local store	service industry	holiday cabin accommodation	park	lot feeding of stock
nightclub	transport and equipment depot	home occupation	Passenger terminal	piggery
nursery	vehicle repair station	host farm	place of worship	poultry farm
outdoor sales premises	warehouse	motel	public purpose	roadside stall
produce store		multiple dwelling	public utility	stable building
restaurant		relocatable home park	sport and recreation	
service station		retirement community		
shop		temporary house		

Commercial Use	Industrial Use	Residential Use	Community Use	Rural Use
		and land sales office		
shopping centre		trade storage		
showroom				
vehicle hire premises				
veterinary surgery				

The uses defined in the Table of Defined Uses have the meanings given in the Planning Scheme.

STRUCTURE PLAN 1

KAWANA WATERS DEVELOPMENT CONTROL PLAN 1

LEGEND/ DEVELOPMENT CRITERIA

	LEASING
	CONSERVATION
	OPEN SPACE
	RECREATIONAL OPEN SPACE
	INDUSTRIAL
	EXISTING DEVELOPMENT
	WATER POLLUTION CONTROL WORKS
	TOWN CENTRE
	BUSINESS V. ACE
	REGIONAL HOSPITAL
	LPA 9 & 10 ZONING DEVELOPMENT ZONE
	RECREATION
	COMMUNITY
	COMMERCIAL
	RECREATION
	WATER BODIES
	ROWING COURSE
	RECREATIONAL PARK
	DISTRICT PARK
	SCHOOL
	TOWN CENTRE
	VILLAGE CENTRE
	NEIGHBOURHOOD CENTRE
	REGIONAL HOSPITAL
	ROAD NETWORK
	TRAILS TRANSPORT PATHWAYS STATION
	COMMUNITY PARK
	RECREATION
	OVERLAND PLAY PATH (located west of the site of the proposed development as shown on the map)
	VEGETATION BUFFER LIMIT
	PEDESTRIAN / CYCLES
	CANALS
	GOLF COURSE
	Other features shown on the map are not necessarily shown on this map.

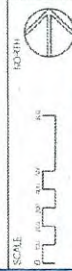
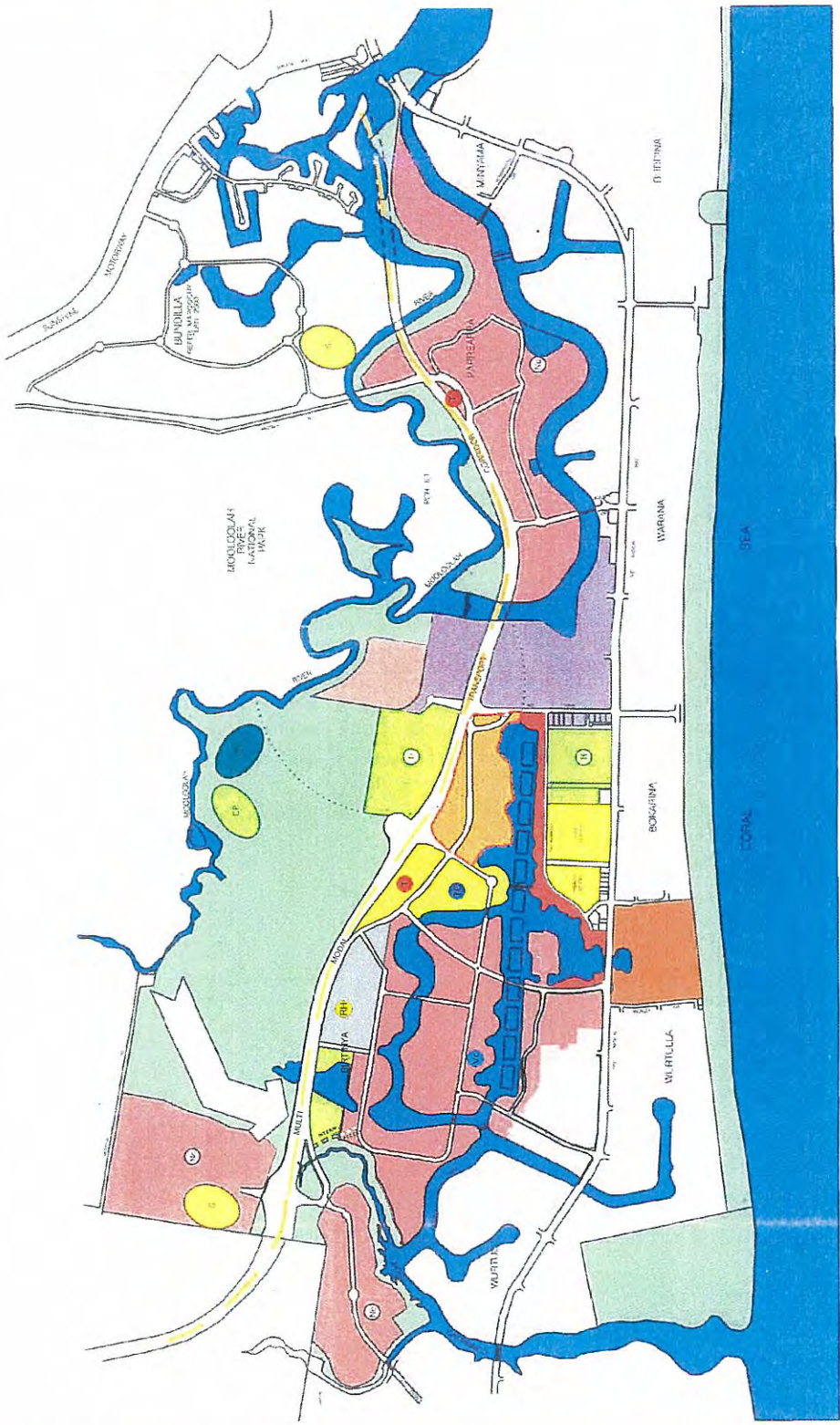


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LAND USE

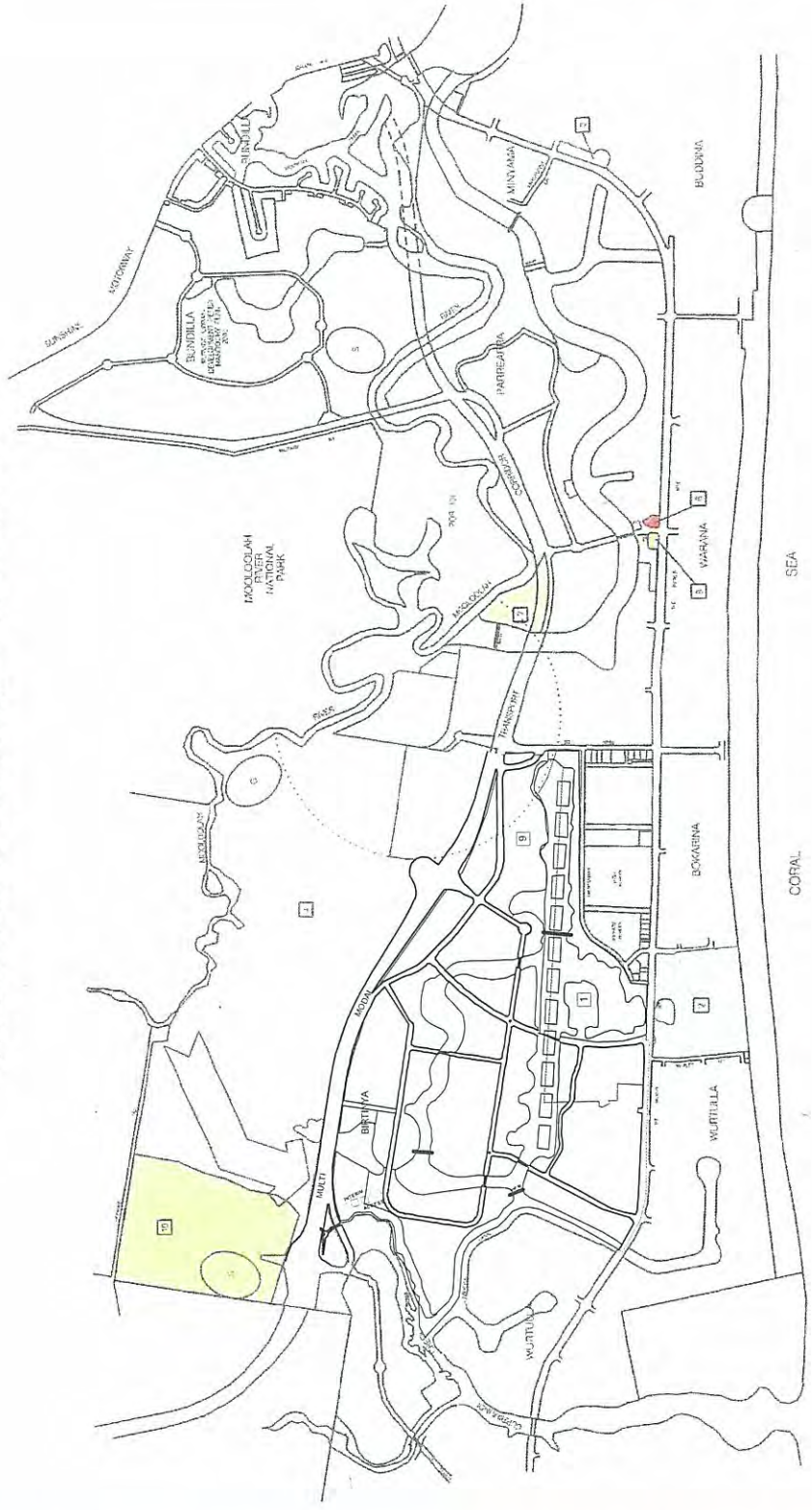
Map Plan Prepared by: Gordon Mackinnon & Partners
 File Ref: Kww 0101 Edgn
 Date: APR 07
 Revised by: RS



**LEGEND/
DEVELOPMENT
CRITERIA**

-  DETAILED PLANNING AREA
-  WPCW BUFFER LIMIT

STRUCTURE PLAN 3
KAWANA WATERS DEVELOPMENT CONTROL PLAN 1



**KAWANA
WATERS**



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TITLE:

**STRUCTURE
PLAN THREE**
DETAILED PLANNING
AREAS
1-4 and 6-10

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Date: APR 07
Revised: / / 03

