

THIS INFRASTRUCTURE AGREEMENT

is made the _____ day of _____ 2018

BETWEEN THE FOLLOWING PARTIES:

KIM MICHAEL CARROLL and HEIDI MEYER of 24 Box Street, Buderim,
(Developer)

AND

SUNSHINE COAST REGIONAL COUNCIL ABN 37 876 973 913 of Corner Currie & Bury
Street, Nambour, Queensland
(Council)

RECITALS

- A The Developer has lodged the Development Application with Council over the Application Land.
- B The Proposed Development requires the provision of infrastructure.
- C The Development Obligations require infrastructure to be provided before or as part of the Proposed Development so that the Development Obligations are correlated with the Proposed Development.
- D This Agreement attaches to the Development Land.
- E This Agreement forms part of the common material for Council's assessment of the Development Application.

The parties agree

That in consideration of, among other things, the mutual promises contained in this Agreement:

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

Actual Cost means the final cost of the design and construction of the completed Work Contribution endorsed by a Registered Professional Engineer of Queensland (RPEQ).

- (a) The Actual Cost includes:
 - (i) the cost of planning and designing the Work Contribution;
 - (ii) the cost of survey and site investigation for the Work Contribution;
 - (iii) a cost under a contract for the provision of the relevant Work Contribution;
 - (iv) a portable long service leave payment under a contract for the provision

- of the relevant Work Contribution;
- (v) an insurance premium for the Work Contribution; and
 - (vi) the cost of obtaining any necessary Approval for the Work Contribution;
- (b) The Actual Cost does not include:
- (i) the inspection fee of Council for the commencement and end of the maintenance period for the work and all connection to live mains charges;
 - (ii) a cost of carrying out temporary works or providing temporary infrastructure not forming part of the ultimate configuration of the Works Contribution;
 - (iii) a cost of the decommissioning, removal and rehabilitation works or temporary works or providing temporary infrastructure not forming part of the ultimate configuration of the Works Contribution;
 - (iv) any Infrastructure Contribution provided by Council or a person other than the Developer;
 - (v) a cost to the extent that GST is payable and an input tax credit can be claimed by the Developer;
 - (vi) a cost attributable directly or indirectly to the failure of a party to perform and fulfil this Agreement or a document provided for under this Agreement other than to the extent the failure is the result of a failure by Council to perform and fulfil this Agreement or the document provided for under this Agreement;
 - (vii) a cost caused or contributed to by a party's negligent or wilful act or omission;

Agreement means this agreement and includes any annexure, exhibit and schedule to this agreement;

Application means an application for an Approval;

Application Land means the land the subject of the Development Application which is referred to in Schedule 2

Approval means a consent, permit, licence, certificate, authorisation, registration, membership, allocation or approval under a law and includes a development approval;

Approval Authority means an Authority under a law having the function to decide an Approval;

Authority means a government, semi-government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other entity or body with relevant power or authority;

Bush land Reserve means the land area identified as reserve in the Development Approval the subject of the Land Contribution identified in Schedule 3

Business Day has the meaning given to it in the *Acts Interpretation Act 1954* (Qld);

Calendar Day means from one midnight to the following one;

Claim means an allegation, debt, cause of action, liability claim, proceeding, suit or demand of any nature at law or otherwise, whether present or future, fixed or unascertained, actual or contingent;

Commencement Date means the date when the last party executes this Agreement;

Council means Sunshine Coast Regional Council;

CPI means the Consumer Price: All Groups Index for Brisbane, published by the Australian Bureau of Statistics or if that index is no longer published, then an index which in the Council's reasonable opinion is a similar index;

Developable Lot means an Initial Lot or a Subsequent Lot which is not a Developed Lot;

Developed Lot means a lot forming part of the Development Land which is:

- (a) provided with the infrastructure and services necessary to enable its use in accordance with the Development Entitlements; and
- (b) not intended to be the subject of:
 - (i) an Application for a material change of use;
 - (ii) a further reconfiguring of a lot; and
 - (iii) ongoing Development Obligations

Developer means the party identified as the Developer in this Agreement;

Development Application means the development application described in Schedule 2;

Development Approval means a development approval given by the Council for the Development Application as described in Schedule 2, if an approval is given by Council;

Development Entitlements means the entitlements for the development of the Development Land in the Development Approval;

Development Land means the land described in Schedule 2;

Development Obligations means an obligation under this Agreement to be performed and fulfilled by a party;

Financial Contribution means the provision of a monetary sum for infrastructure;

Force Majeure means an event:

- (a) being a Commonwealth or State government decree, an act of God, industrial disturbance, act of public enemy, war, international blockade, public riot, lightning, flood, earthquake, fire, storm or other physical or material restraint;

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

Initial Lot means a lot comprising the Development Land at the Commencement Date;

Infrastructure Charging Instrument means a law or an instrument prepared under a law for the levying of a charge for development infrastructure;

Infrastructure Contribution means a contribution for infrastructure which may be in the form of the following:

- (a) a Financial Contribution;
- (b) a Land Contribution;
- (c) a Work Contribution;

Land Contribution means the provision of land including an easement for infrastructure;

Notice means a document to be given by a party or a person under this Agreement;

Owner means an owner of all or part of the Development Land for the time being;

PA means the Sustainable Planning Act 2009 (Qld) or the Planning Act 2016 (Qld) as may be relevant;

Performance Security means a surety provided to Council to secure performance of obligations.

Plan of Subdivision means a plan however called for reconfiguring a lot, which under a law requires the Approval in whatever form, of a local government before it can be registered or otherwise recorded under that law;

Planned Cost means the establishment cost of a Work Contribution stated in Schedule 3;

Planning Scheme means the Council Planning Scheme as amended, and any planning scheme that replaces it and applies to the Application Land;

Prescribed Conditions means the conditions in Schedule 4;

Proposed Development means the development of the Development Land provided for in the Development Entitlements;

Special Conditions means the special conditions in Schedule 1;

Subsequent Lot means a lot forming part of the Development Land which is not an Initial

Lot;

Tax means the following:

- (a) a tax, levy, impost, deduction, charge or duty (including stamp and transactional duty) imposed under a law by an Authority, excluding GST;
- (b) any interest, penalty, fine and expense for a matter under paragraph (a);

Transferee means a person to whom the Developer proposes to sell a Developable Lot;

Work Contribution means the provision of work for infrastructure;

Works means the works described in the Infrastructure Contributions Schedule in Schedule 3.

1.2 Undefined word

If a word is not defined in this Agreement, unless the context or subject matter otherwise indicates or requires, the word is to have a meaning given to it by the following:

- (a) PA;
- (b) a relevant local planning instrument if the word is not defined in PA;
- (c) the Macquarie Dictionary if the word is not defined in PA or a relevant planning instrument.

1.3 Interpretation

In this Agreement, headings and bold type are for convenience only and do not affect the interpretation of this Agreement and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;
- (e) a reference to any thing (including any right) includes a part of that thing but nothing in this clause 1.3(e) implies that performance of part of an obligation constitutes performance of the obligation;
- (f) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this Agreement;
- (g) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, whether passed by the same or another Government Agency with legal power to do so, and a reference to a statute

includes all regulations, proclamations, ordinances and by-laws issued under that statute;

- (h) a reference to a document (including reference to the Development Approval if given by Council) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to a document includes that party's successors and permitted assigns;
- (j) a reference to an agreement other than this Agreement includes an undertaking, deed, agreement or legally enforceable arrangement in writing;
- (k) a reference to a document includes any agreement in writing, or any decision notice, other notice, certificate, instrument or other document of any kind;
- (l) all references to "\$" and "dollars" are to the lawful currency of Australia;
- (m) all references to dates and times are to Australian Eastern Standard Time;
- (n) a reference to a day is a Calendar Day;
- (o) no provision of this Agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Agreement or that provision.

1.4 Inclusive expressions

Specifying anything in this Agreement after the words "includes" or "for example" or similar expressions does not limit what else is included unless there is express wording to the contrary.

1.5 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

1.6 Trustee

A party which is a trustee is bound both personally and in its capacity as trustee.

2. Infrastructure Agreement

2.1 Application of Act

This Agreement constitutes an infrastructure agreement pursuant to the Planning Act 2016.

2.2 Application of the Infrastructure Agreement

This Agreement applies to all development comprising the Proposed Development of the Development Land.

2.3 Agreement binding

The Developer consents to the Development Obligations contained in this Agreement attaching to the Development Land at the Commencement Date so as to bind, under the PA, the Owner and the Owner's successors in title.

2.4 Owner's consent

The Developer warrants that it is the Owner of the Development Land:

2.5 Relationship to an Approval

This document is not intended to limit the nature or type of condition which an Approval Authority may lawfully impose on an Approval for the Development Land. If a Development Obligation is inconsistent with an Approval for the Proposed Development, the Development Obligation is to prevail to the extent of the inconsistency.

2.6 Relationship to a planning instrument

If a Development Entitlement or Development Obligation is affected by a change to a planning instrument, the parties are to in a manner which is as timely as is reasonably practicable:

- (a) confer with a view to reaching an agreement as to the affect the change has on a Development Entitlement and a Development Obligation;
- (b) if the parties agree that a Development Entitlement or Development Obligation is affected by the change, using their best endeavours, review the Development Obligations and negotiate in good faith and change this Agreement to put the parties in as near practical position as they would have been had it not been for the change to the planning instrument including where appropriate:
 - (i) the repayment of amounts paid and reimbursement of amounts expended under this Agreement;
 - (ii) changing or cancelling the Development Obligations if the Development Entitlements are changed without the consent of the Developer;
- (c) invoke the dispute resolution process under clause 12 if an agreement cannot be reached for a matter in clauses 2.6(a) and (b); and
- (d) have regard to the following in relation to a matter in clauses 2.6(a) and (b):
 - (i) this Agreement;
 - (ii) the intent of the parties in entering into this Agreement as stated in the recitals.

2.7 Relationship to an Infrastructure Charging Instrument

This document is not intended to limit the nature or type of an instrument for an Infrastructure Contribution which an Authority may lawfully give for the development of the Development Land. If a Development Obligation is inconsistent with an Infrastructure Charging Instrument, the Development Obligation is to prevail to the extent of the inconsistency.

2.8 No Fetter

Nothing in this Agreement is intended to fetter the discretion of the Council in relation to a decision about the Development Application or any further Application that may be made in respect of the Development Land whether pursuant to a negotiated decision notice or change application process under the PA.

3. Operation of the infrastructure agreement

3.1 Commencement of the Infrastructure Agreement

This Agreement is to be of no effect until the Commencement Date.

3.2 Development Application

- (a) The Council is to decide the Development Application in a manner which is as timely as is reasonably practicable.
- (b) Omitted.
- (c) Clause 3.2(d) applies if the Council or an Authority:
 - (i) propose to change the Approval for the Development Application given by the Council; or
 - (ii) gives an Approval for the Development Application which is not subject to the Prescribed Conditions.
- (d) The parties are to in a manner which is as timely as is reasonably practicable:
 - (i) confer with a view to reaching an agreement as to the effect, if any, the change resulting from the event in clause 3.2(c) (**the prescribed change**) may have on a Development Entitlement and a Development Obligation;
 - (ii) if the parties agree that a Development Entitlement or Development Obligation may be affected by the prescribed change, use their best endeavours to review the Development Obligation, negotiate in good faith and change this Agreement to put the parties in as near as practical a position as they would have been had it not been for the prescribed change having regard to the intent of the parties in entering into this Agreement as stated in the recitals;
 - (iii) invoke the dispute resolution process under clause 12 if an agreement cannot be reached for a matter in clauses 3.2(c)(i) and(ii);
 - (iv) in respect of clause 3.2(c)(i) use their reasonable endeavours to ensure that the prescribed change is not made under Planning Act until clauses 3.2(c)(i) to (iii) are performed and fulfilled.

3.3 Termination of the infrastructure agreement

- (a) A party may give to each other party a Notice which states that it proposes to terminate this Agreement if one of the following events has occurred:
 - (i) the Council in deciding the Development Application does not give an Approval subject to the Prescribed Conditions or conditions which are materially similar to the Prescribed Conditions;

- (ii) the Development Entitlements:
 - (A) do not take effect under PA; or
 - (B) cease to have effect under PA;
- (iii) the parties agree as follows:
 - (A) the Proposed Development has been completed and the Development Obligations have been performed and fulfilled;
 - (B) to terminate this Agreement;
- (iv) the parties agree as follows:
 - (A) that the performance and fulfilment of this Agreement has been frustrated by an event outside of the control of the parties;
 - (B) to terminate this Agreement.
- (b) A party may at a date, which is 20 Business Days after the giving of the Notice under clause 3.3(a), give to each other party a Notice which states that this Agreement is terminated.
- (c) Prior to a party acting under clause 3.3(a)(i), one of the following events must have occurred:
 - (i) if the Development Entitlements have not taken effect under PA:
 - (A) the Development Application is withdrawn under section 52 of PA; or
 - (B) the resolution of any proceeding in the Planning and Environment Court involving the Development Application to the effect that the Development Application is withdrawn, set aside or otherwise not permitted to proceed;
 - (ii) if the Development Entitlements have taken effect under PA:
 - (A) the Developer has made a request to cancel the Development Approval under PA including obtaining the consent of all owners of the Application Land to the making of that request; and
 - (B) Council has, as required by section 84 of PA, cancelled the Development Approval and given the requisite notice;
 - (iii) Council does not give an Approval.

4. Obligations of parties

4.1 The Developer's obligations

The Developer will, at its own cost comply with the Special Conditions and the Infrastructure Contributions Schedule in Schedule 3.

5. Dealing in respect of the Development Land

5.1 Reconfiguring of the Development Land

Without in any manner derogating from Special Condition 9.1:

- (a) If the Development Land is subject to reconfiguring of a lot to create a Developed Lot, then a Development Obligation no longer:
 - (i) remains attached to the Developed Lot; and
 - (ii) binds the Owner of the Developed Lot.
- (b) If the Development Land is subject to a reconfiguring of a lot to create a Developable Lot, then a Development Obligation:
 - (i) remains attached to the Developable Lot; and
 - (ii) binds the Owner of the Developable Lot.

5.2 Dealing with the Development Land

- (a) The Developer is not to sell a Developable Lot to a Transferee unless the Developer and the Transferee have executed one of the following documents:
 - (i) a document in which the Transferee covenants and agrees to the following:
 - (A) that the Developable Lot is subject to this Agreement;
 - (B) that a Development Obligation in respect of a Developable Lot (**Prescribed Development Obligation**) may be unperformed and unfulfilled;
 - (C) that a Prescribed Development Obligation attaches to the Developable Lot and binds a future Owner;
 - (D) that the Owner of the Developable Lot is liable to the Council to perform and fulfil a Prescribed Development Obligation which remains unperformed and unfulfilled;
 - (ii) a deed in which the Transferee becomes contractually bound to the Council to perform and fulfil the Prescribed Development Obligation.
- (b) However, clause 5.2(a) does not prevent the Developer from entering into an agreement for the sale of a Developable Lot which is conditional upon compliance with the matters stated in clause 5.2(a).
- (c) For the avoidance of doubt:
 - (i) clause 5.2(a) does not apply to a sale by an Owner of the Development Land of a Developable Lot to the Developer;
 - (ii) if the Developer and the Transferee execute a document under clause 5.2(a)(i), the Developer does not cease being liable to the Council to perform

and fulfil a Prescribed Development Obligation which remains unperformed and unfulfilled;

- (d) The Developer must provide Council with an original copy of all documents and deeds which are required to be executed under this clause within 10 Business Days of execution.

6. Compliance with a Development Obligation

6.1 Works

Without limiting the Developer's obligations under this Agreement or otherwise, the Developer warrants that it will carry out the Works (or cause the Works to be carried out):

- (a) in a proper and workmanlike manner in accordance with:
- (i) legislative requirements;
 - (ii) codes of practice;
 - (iii) Australian and Main Roads standards;
 - (iv) the requirements of the applicable Planning Scheme Policies; and
 - (v) the approved plans and specifications;
- (b) with due diligence and without delay;
- (c) with the standard of skill, care and diligence in the performance of the Works that would be expected of a provider of work and services of a nature similar of the Works; and
- (d) such that all registrations, permits, licences, qualifications and other requirements of its trade are in full force and effect at all times.

6.2 Approval of Specifications

- (a) All designs and specifications for the Works which the Developer is obliged to do (including, without limiting the generality, the specification of all filling, excavation and other earthworks and the final design and specification for the Works) must be prepared by the Developer and submitted for the approval of any Authority as required by law.
- (b) The Developer must not commence the Works before the Developer has obtained all necessary Approvals, including the Development Approval if given by the Council.

6.3 Final Specification of Works

- (a) The Works must be done to the satisfaction of the Council, acting reasonably, in the interpretation and application of this clause:
- (i) it is recognised that some provisions of this Agreement do provide a particular specification for the Works and, in some cases do show diagrammatically and in an indicative way the location of the Works on

plans or diagrams;

- (ii) a specification or location has been determined on the basis of present knowledge and expectation as to circumstances which will prevail at the time the Works are to be carried out; and
 - (iii) the circumstances actually prevailing at the relevant time may result in it being necessary or appropriate to adopt a different specification or vary the location for the final design or performance of the Works.
- (b) The inclusion of a particular specification in this Agreement or the depiction of the location of the Works on a plan within the Agreement does not prevent the Developer from seeking Approval to an altered specification or location and does not prevent the Council from giving Approval where an alteration is necessary or appropriate having regard to the circumstances prevailing at the relevant time.
- (c) An Approval under clause 6.3(b) shall not be unreasonably withheld or delayed by the Council.

6.4 Notice of Completion

Upon effective completion of the Works, the Developer must require inspection and Approval of the works by the Council by giving a Notice in that regard.

6.5 On Maintenance

On maintenance requirements and acceptance of infrastructure shall be in accordance with the Planning Scheme requirements.

6.6 Default

Clauses 6.6 to 6.13 apply if the developer fails to perform a Development Obligation.

6.7 Notice of Default

- (1) The Council is to give a Notice which states the following:
- (a) the details of the obligation which has not been performed or fulfilled;
 - (b) the action which the Developer is required to take to perform and fulfil the obligation;
 - (c) the estimate of the costs of the Council to perform and fulfil the obligation, which costs may include the following:
 - (i) the Council's charges for supervision;
 - (ii) interest;
 - (iii) administration costs;
 - (iv) legal costs on a full indemnity basis or a solicitor and own client basis, whichever is the higher;

- (v) overheads
 - (vi) a reasonable contingency;
 - (d) a reasonable period within which the obligation is to be performed and fulfilled by the Developer.
- (2) However sub-clause (1) does not apply to an event which the Council determines in its absolute discretion is a serious risk to property or public health and safety and requires urgent action (**Public Emergency**).

6.8 Performance and fulfilment of a Development Obligation

- (1) The Council may perform and fulfil a Development Obligation not performed and fulfilled in the following circumstances:
- (a) there is a Public Emergency; or
 - (b) the Developer has not complied with a Notice given by the Council under clause 6.7
- (2) The Council may perform and fulfil part of a Development Obligation to ensure that the Council does not spend more than the amount secured by the Performance Security.

6.9 Compulsory acquisition of land for Land Contribution

- (1) The Council may compulsorily acquire under the *Acquisition of Land Act 1967* (Qld) land the subject of a Land Contribution without having to go through the pre-acquisition procedure under that law, if the obligation identified in the Notice given under clause 6.7 has not been complied with.
- (2) The Developer consents to the Council compulsorily acquiring the land under sub-clause (1) for the amount of \$1.00 in full and final payment of compensation under the *Acquisition of Land Act 1967* (Qld)
- (3) On completion of sub-clauses (1) and (2), that part of the Development Obligation in respect to the Land Contribution will be considered to be satisfied.
- (4) To avoid doubt, if Council exercises its rights under this clause, the Land Contribution is not subject to a Infrastructure Offset.

6.10 Recourse to a Performance Security

- (1) The Council may have recourse to a Performance Security for a matter to which the Performance Security relates which has not been performed and fulfilled in the following circumstances:
- (a) there is a Public Emergency
 - (b) the Notice given by the Council under clause 6.7 has not been complied with.
- (2) The Council may convert a Security into money if the Security does not consist of money.

6.11 Recovery of an amount as a liquidated debt

The Council may recover from a Developer as a liquidated debt the following amounts:

- (a) the amount of a Financial Contribution or other payment not paid by the Developer;
- (b) the amount stated in a Notice given by the Council under clause 6.7;
- (c) the amount stated in a Notice given by the Council to the Developer for the following:
 - (i) the compensation the Council pays to a person other than the Proponent for the compulsory acquisition of land the subject of a Land Contribution under clause 6.9
 - (ii) the costs incurred by the Council for the compulsory acquisition of land the subject of a Land Contribution under clause 6.9
- (d) the amount stated in a Notice given by the application Council to the Developer representing the difference between the costs actually incurred by the Council in performing and fulfilling a Developer's obligation and any amount received by the Council under clause 6.10 and clause 6.11.

6.12 Application of an amount received by an Council

An Council may apply an amount received by the Council under clause 6.10 or clause 6.11 for the following:

- (a) the performance and fulfilment of a Developer's obligation;
- (b) the carrying out of development to mitigate the effect of a failure to perform and fulfil an obligation;
- (c) reimbursing the Council for a Claim, cost or damage suffered by the Council;
- (d) a cost incurred by the Council in exercising a right to perform and fulfil the obligation.

6.13 Council is relieved of its obligations for the period of the default

An Council is, for the period a Developer has failed to perform and fulfil a Development Obligation, under no obligation to perform or fulfil the following as it relates to the Developer who is in default:

- (a) an obligation of the Council;
- (b) an action or decision for an Application or a matter requiring an Approval;
- (c) give a consent or express the Council's satisfaction for a matter or take an action for a matter requiring the Council's consent or the expression of the Council's satisfaction.

6.14 Right of access

- (a) The Developer is to, upon the receipt of a Notice given by the Council to the Developer which states that access is requested to any part of the Development Land, permit or facilitate the Council to have access to the land for the following:
- (i) examining and inspecting the state and condition of any Works, including preparation for work;
 - (ii) ascertaining whether Development Obligations of the Developer have been performed and fulfilled; or
 - (iii) performing any Works which the Council has agreed or is empowered to perform.
- (b) If the Council exercises its powers referred to in this clause it is to be taken to have indemnified the Developer against all claims for or injury to persons or loss or damage to property as a result of the negligent act or omission of Council officers or agents authorised by the Council are on the Development Land except where such claims arise from or in connection with the Developer's negligence or breach of duty.

6.15 Exercise of a right of access

- (a) A right of access includes the following:
- (i) a right to bring machinery, equipment and materials onto the relevant land;
 - (ii) a right to effect and install Work which is required and authorised to be performed and fulfilled.
- (b) A party exercising a right of access is:
- (i) to exercise reasonable care so as not to cause damage or injury to property or a person;
 - (ii) taken to be an invitee of the owner and the occupier of the relevant land; and
 - (iii) to promptly rectify any damage caused to property.

7. Insurance

7.1 Insurances to be effected

The Developer must effect and maintain, or cause to be effected and maintained:

- (a) public and third party liability insurance covering:
- (i) claims in respect of:
 - (A) damage to any real or personal property including property owned by Council; and
 - (B) the injury to, or death of, any person;

- (C) caused by the carrying out of the Works;
- (ii) for at least \$20 million per claim;
- (iii) note the interests of Council and also protects all subcontractors and agents engaged in connection with the performance of the Works and the Developer's other obligations under this Agreement;
- (iv) for the duration of the carrying out of the Works;
- (v) on terms and with an insurer approved by Council, acting reasonably;
- (b) insurance of the Works for their full replacement value in the joint names of Council and the Developer;
- (c) worker's compensation insurance:
 - (i) in accordance with all laws; and
 - (ii) for the duration of the carrying out of the Works;
- (d) compulsory third party liability insurance:
 - (i) for registered vehicles owned or leased by the Developer, in accordance with the requirements of any compulsory motor vehicle third party legislation;
 - (ii) which provides protection to Council arising out of the use of the Developer's vehicles in addition to the Developer; and
 - (iii) for the duration of the carrying out of the Works;
- (e) property damage liability insurance:
 - (i) covering all motor vehicles owned, leased or hired by the Developer used in connection with the Works or the Developer's other obligations under this Agreement including the use of unregistered motor vehicles and plant;
 - (ii) with a limit of not less than \$20 million;
 - (iii) for the duration of the duration of the carrying out of the Works.

7.2 Requirements of Insurance

- (a) The Developer must pay all deductibles in relation to the above insurances.
- (b) Whenever requested by Council, the Developer must provide to Council, evidence to Council's satisfaction of its compliance with this clause 7.
- (c) Evidence under clause 7.2(b) may, if requested by Council, include a full copy of the insurance policy document.

8. Indemnity

- (a) Without limiting any other right or remedy of Council, the Developer indemnifies Council against a claim by a third party (including the Developer's employees,

agents, and contractors) or costs (including legal costs), fines, penalties, losses and damages suffered or incurred by Council arising in respect of a matter under this Agreement applicable to the Developer directly or indirectly out of or in connection with the Developer's (or its employees, agents or contractors):

- (i) breach of this Agreement; or
 - (ii) intentional act or omission; or
 - (iii) negligent act or omission.
- (b) The indemnity in this clause 8 will be reduced proportionately to the extent that a negligent act or omission of Council contributed to the liability, costs, fines, penalties, losses or damages.
- (c) To remove any doubt, clause 8(b) does not limit Council's future discretion in relation to a decision about an Application involving the Application Land.
- (d) All obligations to indemnify under this Agreement survive termination of this Agreement.

9. Workplace Health and Safety

- (a) Words in inverted commas in this clause 9 have the meaning given to them in the *Work Health and Safety Act 2011* (Qld) (**Act**) and the *Work Health and Safety Regulation 2011* (Qld).
- (b) Where the Act requires the appointment of a "principal contractor" for the Works:
- (i) the Developer (as "person conducting a business or undertaking" for the "construction works") must procure that the contractor carrying out the Works is appointed as the "principal contractor" for the Works;
 - (ii) if the Developer does not comply with clause 9(b)(i) the Developer will be deemed to be the "principal contractor" for the Works; and
 - (iii) the Developer must cooperate with Council, and must ensure that any subcontractors or other persons engaged to perform any of the Works cooperate with Council, to enable Council to comply with its obligations under any safety law.

10. INDEXATION

10.1 Application of this clause

This clause applies to an amount stated or calculated under this Agreement other than an amount which is stated not to be indexed.

10.2 Indexation of an amount

An amount is to be indexed in accordance with the following formula:

$$IA = A \times \frac{\text{Index Number (Later Period)}}{\text{Index Number (Base Period)}}$$

where:

IA is the indexed amount.

A is the amount to be indexed.

Index Number is the number in the index stated in Schedule 2.

Base Period is the period stated in Schedule 2.

Later Period is the period stated in Schedule 2.

11. GST

11.1 Definition - GST

GST means a tax that is payable under the GST Law and imposed as a goods and services tax by any of the following:

- (a) the *A New Tax System (Goods and Service Tax Imposition - General) Act 1999*;
- (b) the *A New Tax System (Goods and Service Tax Imposition - Customs) Act 1999*;
- (c) the *A New Tax System (Goods and Service Tax Imposition - Excise) Act 1999*;
- (d) Regulations related to any of these Acts;
- (e) any amendment to any of these Acts or regulations or both or any other Act by any of the Commonwealth, State or Territory Governments which imposes a goods and services tax, a broad based consumption tax, value added tax, retail turnover tax or a tax of a similar nature.

11.2 Definition - GST Law

GST Law has the meaning given by Section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*.

11.3 Goods and Services Tax

- (a) All Payments specified in this Agreement are exclusive of GST.
- (b) If the supplier of a supply is liable under the GST Law for any GST on that supply, the recipient must pay to the supplier instead of the Payment for that supply, an amount (the Adjusted Payment) calculated in accordance with the following formula:

$$AP = P + (P \times R)$$

Where:

AP is the Adjusted Payment; P is the Payment; and

R is the rate of goods and services tax specified in the *A New Tax System (Goods and Services Tax Imposition – General) Act 1999*.

- (c) The recipient must pay to the supplier the Adjusted Payment calculated under clause 11.3(d) at the same time as the recipient is required to pay the Primary Payment under this Agreement.
- (d) The supplier must issue to the recipient a Tax Invoice in respect of each payment made under clause 11.3 on the payment being made.
- (e) If the supplier refunds to the recipient any amount under this Agreement, the supplier must also issue to the recipient an Adjustment Note in respect of the refund.

12. Dispute Resolution

12.1 First Determination Notice

When a party decides to refer a dispute for determination by a person (**Determinator**) it must do so by a Notice (**First Determination Notice**) to the other party.

12.2 Contents of Notice

The First Determination Notice must specify the following:

- (a) the name, address and occupation of a specific determinator (the Nominated Determinator); and
- (b) a nomination of a specified class of determinators, being one of the classes specified in the left column of the paragraphs in clause 12.6; and
- (c) complete particulars of the dispute or difference to ensure that all expert determinations under this Agreement, can be expeditiously and fully completed.

12.3 Second Determination Notice

Unless within 14 days of receipt of the First Determination Notice, the other party gives a Notice (**Second Determination Notice**) to the party giving the First Determination Notice, the Nominated Determinator must be the Determinator.

12.4 Default Appointment

The Second Determination Notice may reject the Nominated Determinator but accept the specific class of determinator specified in the First Determination Notice, in which event the Determinator must be:

- (a) a member of the class of persons specified in the First Determination Notice; and
- (b) appointed by the president of the appropriate institute or association in accordance with the relevant part of clause 12.6.

12.5 President to Appoint

If the Second Determination Notice rejects the specific class of Determinator specified in the First Determination Notice, the question of the appropriate class of Determinator must be referred, at the request of any party, to a mediator appointed by the President for the time being of the Queensland Law Society Inc., whose decision as to the class of persons from which the Determinator will be appointed, must be final and binding upon the parties, and either party may request the president of the appropriate institute or association to appoint the Determinator.

12.6 Classes of Determinator

Failing agreement to the contrary, where any dispute or difference is referred for determination, 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 President for the time being of the Real Estate Institute of Queensland; or
- (c) if a quantity surveyor: by the President for the time being of the Institute of Engineers, Australia, Queensland Chapter; or
- (d) if an engineer: by the President for the time being of the Institution of Engineers, Australia, Queensland Chapter; or
- (e) if a mediator: by the President for the time being of the Institute of Arbitrators Australia, Queensland Chapter; 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 Property Institute, Queensland Division.

In each case being a Determinator experienced in work involving residential subdivisions.

12.7 Parties to Use Best Endeavours

When any dispute or difference has been referred for determination, the parties must each:

- (a) use their best endeavours to make available to the Determinator all facts and circumstances which the Determinator requires in order to settle or determine the dispute or difference; and
- (b) ensure that their respective employees, agents or consultants are available to appear at any hearing or enquiry called for, by the Determinator.

12.8 Right to be Heard

The parties each have the right to:

- (c) make submissions to the Determinator; and
- (d) be heard by the Determinator.

12.9 Determinator's Decision

The decision of the Determinator must be made and delivered to the parties within a period of 5 Business Days (or such other period as the parties may agree, or the Determinator may determine) after the date of submission of the dispute or difference to the Determinator.

12.10 Determinator may Appoint other Expert to Assist

- (e) The Determinator may with the consent of the parties (and must if required by a party) appoint any other expert (being a member of an institute or association specified in clause 12.6) to consult with, assist and advise the Determinator.
- (f) The cost of an expert appointed pursuant to paragraph (a) is deemed to form part of the determination costs and expenses.

12.11 Determinator to Act as an Expert

The Determinator must act as an expert, not as an arbitrator, and his decision will be final and binding upon the parties.

12.12 Costs of Determination

The Determinator must also determine:

- (g) the amount of costs and expenses of, and relating to, the reference of any dispute or difference to him; and
- (h) which party or parties must bear the costs and expenses, and in what shares, and in making the determination, the Determinator must take into account the reasonableness of the parties leading up to the expert determination.

12.13 Conduct Pending Expert Determination

In the event of any dispute being referred for the decision of an independent expert as provided under clause 12.6:

- (i) if it is possible to do so, the construction of the Works must proceed pending the decision; and
- (j) if either party is challenging any payment claimed by the other:
 - (i) so much of that payment (as is admitted to owing) must be paid immediately; and
 - (ii) an appropriate adjustment must be made within 14 Business Days of the expert's decision.

13. Force Majeure

13.1 Notice of Force Majeure

If a party is unable by reason of Force Majeure to perform and fulfil an obligation, the party is to, as soon as is reasonably practicable after the Force Majeure, give to each other party a Notice which states the following:

- (a) that Force Majeure is in existence;
- (b) full particulars of the Force Majeure.

13.2 Suspension of an Obligation

An obligation of a party so far as it is affected by Force Majeure is suspended during the following:

- (a) the continuance of Force Majeure;
- (b) a further period which is reasonable in the circumstances.

13.3 Removal or amelioration of Force Majeure

The party giving a Notice of Force Majeure is to, as soon as is reasonably practicable, use its best endeavours to remove the Force Majeure or ameliorate its effect.

13.4 Dispute resolution process to apply

If the parties are unable to agree on the existence of a party's Force Majeure or the period during which an obligation is suspended during the continuance of Force Majeure the dispute is to be resolved under clause 12.

14. General

14.1 Payment of costs

The Parties must pay their own costs, charges and expenses, of and incidental to the negotiation, preparation and execution of this Agreement or counterparts of it, and any

other document or instrument required under this Agreement.

14.2 Tax

The Developer is liable for and is to pay on demand by a Notice given by the Council to the Developer the Council's costs for a Tax (other than if it arises from the default by the Council) for the following in respect of the Developer:

- (a) this Agreement;
- (b) a document for an Infrastructure Contribution;
- (c) a document provided for under this Agreement;
- (d) a transaction evidenced, effected or contemplated by this Agreement or a document referred to in paragraphs (a) to (c).

14.3 Notices

- (a) Any Notice or other communication including any request, demand, consent or approval, to or by a party to this Agreement:
 - (i) must be in legible writing and in English addressed to:
 - (A) if to the Developer:

Attention: Kim Carroll and Heidi Meyer
Address: PO Box 2022 Buderim QLD
Email: kim@badderam.com.au
heidi@badderam.com.au
 - (B) if to Sunshine Coast Regional Council:

Attention: Manager Development Services
Address: 10 First Avenue Maroochydore QLD
Email: mail@sunshinecoast.qld.gov.au
 - (ii) must be signed by an authorised officer of the sender or the solicitors for the sender;
 - (iii) is regarded as being given by the sender and received by the addressee:
 - (A) in the case of delivery by hand, on the day of delivery if delivered by 5pm on a Business Day, or otherwise on the next Business Day;
 - (B) in the case of delivery by post, on the day when, by the ordinary course of post, it would have been delivered;
 - (C) in the case of a facsimile, whether or not legibly received, on the day shown on the facsimile transmission report produced by the machine from which the facsimile was sent which indicates that the facsimile was

sent in its entirety to the facsimile number of the addressee notified for the purpose of this clause, but if the time of transmission is after 5pm on the Business Day that the facsimile is taken to have been received, on the following Business Day; and

- (iv) can be relied upon by the addressee and the addressee is not liable to any other person for any consequence of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.
- (b) A facsimile transmission is regarded as legible unless the addressee telephones the sender within 2 hours after transmission is received or regarded as received under clause 14.3(a)(iii)(C) and informs the sender that is not legible.
- (c) In this clause, a reference to an addressee includes a reference to an addressee's officers, agents or employees.

14.4 Jurisdiction

- (a) This Agreement is governed by the laws of Queensland.
- (b) Each of the parties irrevocably submits to the exclusive jurisdiction of the Courts of Queensland.

14.5 Waivers

- (a) Waiver of any right arising from a breach of this Agreement or of any right, power, authority, discretion or remedy arising upon default under this Agreement must be in writing and signed by the party granting the waiver.
- (b) A right, power, authority, discretion or remedy is not waived if there is a failure or delay in exercise, or partial exercise, of:
 - (i) a right arising from a breach of this Agreement; or
 - (ii) a right, power, authority, discretion or remedy created or arising upon default under this Agreement.
- (c) A party is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy arising from a breach of this Agreement or on a default under this Agreement as constituting a waiver of that right, power, authority, discretion or remedy.
- (d) A party may not rely on any conduct of another party as a defence to exercise of a right, power, authority, discretion or remedy by that other party.
- (e) This clause may not itself be waived except by writing.

14.6 Variation

- (a) The parties may at any time agree to change, review or replace this Agreement.
- (b) The parties may agree the circumstances and the manner in which a change, review or replacement of this Agreement is to be conducted.
- (c) A change, review or replacement of this Agreement must be in writing and signed

by the parties.

14.7 Cumulative rights

The rights, powers, authorities, discretions and remedies arising out of or under this Agreement are cumulative and do not exclude any other right, power, authority, discretion or remedy of a party.

14.8 Further assurances

Each party must do all things and execute all further documents necessary to give full effect to this Agreement.

14.9 Entire agreement

This Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties in respect of its subject matter.

14.10 Time of the essence

Time is of the essence of this Agreement

EXECUTED by KIM MICHAEL CARROLL

[Handwritten Signature]
.....
(Signature)

23/03/18
.....
(Date)

In the presence of Witness being a Commissioner for Declarations:

Shirley Greig
.....
(Name)

[Handwritten Signature]
.....
(Signature)



EXECUTED by HEIDI MEYER

[Handwritten Signature]
.....
(Signature)

23/03/18
.....
(Date)

In the presence of Witness being a Commissioner for Declarations:

Shirley Greig
.....
(Name)

[Handwritten Signature]
.....
(Signature)



SCHEDULE 1

SPECIAL CONDITIONS

1. Bushland Park Transfer

- 1.1 The Developer is to transfer to Council in fee simple the land identified on the Approved Plans of the development approval for the purpose of bushland park prior to the commencement of the approved use on the Development Land. The land is "non-trunk infrastructure" for the purposes of the Planning Act 2016.
- 1.2 The land transferred to Council under this agreement is to be used for bushland park purposes only and this land contribution is not subject to an infrastructure offset.
- 1.3 Council acknowledges that all calculations of site cover are to be made as though the bushland park has not been transferred to Council.

2. Drainage Easements

- 2.1 Prior to any works commencing on the Development Land the following drainage easements must be granted and registered at no cost to Council:
 - (a) A minimum 4 metre wide easement for drainage purposes must be registered against the title of the property in favour of Council over the proposed easement identified along the eastern boundary of the site on the Layout Plan listed as a Referenced Document in the development approval. This easement must extend to the Box Street road reserve.
 - (b) Minimum 4 metre wide easements for drainage purposes must be registered against the title of the property in favour of Council generally in accordance with the proposed easements identified on the Layout Plan listed as a Referenced Document in the development approval. These easements must be continuous through the site and connect stormwater from Lot 5 SP111730 to the proposed easements downstream of the site.
 - (c) Easements for drainage purposes must be registered in favour of Council against the title of Lot 2 RP27981 which convey stormwater from the development. The easements must be registered over the proposed easements identified on the Preliminary Stormwater and Sewerage Easement Plan listed as a Referenced Document in the development approval.
 - (d) A minimum 4m wide easement for drainage purposes must be registered in favour of Council against the title of Lot 3 RP27982 which convey stormwater from the development to the existing easement on Lot 2 RP27981.
- 2.2 All easements must be designed in accordance with the planning scheme unless an alternate design is agreed to by Council in writing following a detailed engineering design and granted at no cost to the Grantee. Where the Grantee is Council or a service authority, the easement documentation must be in accordance with the Grantee's standard easement terms. Draft easement documentation must be submitted to Council for endorsement.

3. Security of 5+ Star Hotel operator

- 3.1 Within 12 months of the development approval taking effect, the applicant must provide evidence to Council that an Expression of Interest (EOI) process has commenced to seek a 5-star or higher hotel operator interested in the management rights agreement for the hotel project.
- 3.2 Within 18 months of the development approval taking effect, the applicant must advise Council on the feedback, interest and responses from all potential hotel operators as a result of the process described in obligation 3.1 above.
- 3.3 Within 2 years of the date of the development approval taking effect and prior to any work occurring on the subject site, the developer must enter into an enduring and binding management rights agreement with a 5-star or higher hotel operator, and provide evidence of the agreement to Council. The agreement must include written terms that bind the hotel operator to proceed to manage and operate a 5-star or higher hotel upon completion of the development's construction.
- 3.4 If the binding management rights agreement with a 5-star or higher hotel operator is terminated for any reason, the applicant must immediately notify Council and then within 6 months of that agreement being terminated reinstate a new Expression of Interest process.
- 3.5 Should the applicant fail to comply with any of the above obligations 3.1 – 3.4 prior to works commencing, the applicant must formally cancel the approval under the Planning Act 2016.
- 3.6 Should the applicant fail to comply with any of the above obligations 3.1 – 3.4 after construction works have commenced on the site but before the use has commenced operation, the applicant must immediately notify Council and then formally cancel the approval under the Planning Act 2016 and rehabilitate, revegetate and stabilise the land for the long term.
- 3.7 The development must be maintained and operated as a 5-star or higher luxury hotel rating under the Star Ratings scheme administered by the Australian Tourism Industry Council (ATIC) and Star Ratings Australia for the life of the development and must not supplant this rating requirement with any other form of temporary accommodation or hotel of a lower rating. Where that rating scheme is discontinued, or is superseded, the rating scheme to be applied must be the equivalent independent rating scheme in force at the time administered by the official accrediting body for hotel ratings in Australia at that time and as determined in writing by Council.
- 3.8 If the binding management rights agreement with a 5-star or higher hotel operator is terminated for any reason after the use has commenced, the applicant must immediately notify Council and then secure another 5-star or higher hotel operator within 2 years. Should the applicant fail to comply with this obligation, the use cannot recommence operation unless operated by a new 5-star or higher hotel.
- 3.9 The land owner must advise Council in writing of any change of the hotel operator at any stage for the life of the development.
- 3.10 Unless otherwise agreed in writing by Council, the following minimum hotel design elements to a standard commensurate with a 5-star hotel must be incorporated into the development:
 - (a) a minimum floor area per room of 80m²
 - (b) oversized bathroom facilities
 - (c) minimum of 1000m² of conference/banqueting floor area
 - (d) minimum of two dining outlets/restaurants and separate bar

- (e) covered porte cochere, sized to accommodate coach arrival
- (f) resort swimming pool
- (g) gymnasium
- (h) day spa and treatment rooms
- (i) doorman and concierge services
- (j) 24-hour room service and 24-hour reception
- (k) large passageways and ceiling heights
- (l) dedicated service lifts
- (m) valet Parking
- (n) high end designer finishes and fit out
- (o) fully air conditioned internal public areas
- (p) state of the art room technology

4. Environmental and Sustainable Building Design and Operation

- 4.1 The following certifications must be submitted to Council from a Green Star Accredited Professional having a current registration with the Green Building Council of Australia:
- (a) prior to any site works commencing, certification together with documented reasoning that the development project has achieved a 6 Star Green Star rating in the category of "As Designed"
 - (b) prior to commencement of use, certification together with documented reasoning that the development project has achieved a 6 Star Green Star rating in the category of "As Built"
 - (c) prior to commencement of use, certification that a maintenance and review plan is in place to maintain the buildings to the certified standard and that the buildings will continue to be managed to meet or exceed the Green Building Council of Australia's 6 Star "As Designed" and "As Built" ratings.
- 4.2 The following certifications must be submitted to Council from a WELL Building Professional having a current registration with the International WELL Building Institute:
- (a) prior to issue of a Building Approval, certification together with documented reasoning that the development project has achieved a Gold Standard level in the category of "Preconditions"
 - (b) prior to commencement of use, certification together with documented reasoning that the development project has achieved a Gold Standard level in the category of "Optimizations"
 - (c) prior to commencement of use, certification that a maintenance and review plan is in place to maintain the buildings to the certified standard and that the buildings will continue to be managed to meet or exceed the Gold Standard level of the International WELL Building Institute.
- 4.3 Prior to commencement of use, certification must be submitted from Ecotourism Australia that the development has achieved both Advanced ECO and Respecting Our Culture (ROC) certification from Ecotourism Australia.
- 4.4 The development must comply with the obligations relating to these certifications for the life of the development in accordance with the obligations of the conditions of the approval.

5 Detailed drawing package to be lodged

- 5.1 Within 24 months of the date the development approval takes effect or prior to lodgement of the first Operational Works application, whichever occurs sooner, a complete set of amended plans for the development must be submitted to Council for approval to become the Approved Plans for the development. The plans to be amended must accord with those listed as Referenced Documents in the development approval, but must be amended to demonstrate full compliance with all conditions of the development approval, and clearly showing the following unless otherwise agreed in writing by Council:
- (a) the height of all buildings and structures above natural ground level, demonstrating compliance with the 8.5m and 10m height categories above natural ground level identified on the Maximum Height of Buildings and Structures Overlay plan listed as a Referenced Document in the development approval
 - (b) setback dimensions to all property boundaries
 - (c) the total development footprint (including all buildings, retaining walls, driveways, storage areas, paths, stairways, lifts, funicular railway and associated buildings, turnaround areas, balustrades, barriers, above ground infrastructure, basements and hardstand areas) by delineation of the areas used to calculate site cover, and demonstrating a site cover of no more than 50% in accordance with the conditions of the development approval
 - (d) all areas of deep planting to natural ground delineated from other landscaping elements
 - (e) all areas of living green walls planted into soil or other growing media
 - (f) the location of all infrastructure including retaining walls (widths and anchors/pins), drainage and utility services, piers, piles, safety barriers, padmount transformers, pump rooms, fire hydrant boosters and the like
 - (g) dimensioned maintenance and construction access areas of a minimum 3 metres to all buildings to enable construction and building maintenance outside of the buffer areas required by the conditions of the development approval
 - (h) dimensioned access, driveways, parking, footpaths and internal manoeuvring areas with gradients nominated
 - (i) sufficient car and bicycle parking spaces in accordance with the Car and Bicycle Parking Study required by the conditions of the development approval, including details of the minimum 50% electric vehicle charging facilities required by the development approval
 - (j) spatial areas to accommodate all green walls and roof garden landscaping
 - (k) complete and accurate integration of all earthworks, landscape and architectural plans and 3D models
 - (l) retaining walls and Building A (day spa building) modified as necessary to ensure protection of the root systems and longevity of the mature *Ficus virens* "White Figs" situated on Lot 5 SP111730 identified for retention in the conditions of the development approval
 - (m) all refuse storage, removal and collection facilities, demonstrating adequate capacity for the approved use
 - (n) elements of the façade and details of materials and finishes to all built form including all structural elements and fixed and operable elements such as balustrades, screens, sun shades, and green walls

- (o) dimensions for the extent of projecting elements, balustrade height and door and windows/glazing configurations
 - (p) rooftop or building capping elements, awnings and soffits
 - (q) details of rooftop solar pv, solar hot water and energy generation
 - (r) details of all waste management
 - (s) accessibility plans showing gradients, all-weather access and provisions for universal access and emergency and service access to all parts of the site
 - (t) details of sun-shading, awnings, screens, weather protection to windows, doors and walkways
 - (u) details of any bridge structures including landing areas
 - (v) details of access for maintenance and safety, including but not limited to, green roofs, and planter beds/trellises
 - (w) details and dimensions for useable balcony private open space for each room
 - (x) details for all hotel room servicing requirements across the site, including all storage areas necessary for room servicing
 - (y) one rendered perspective showing the intended finished built form
 - (z) plans, elevations and modelling, demonstrating sun penetration and exclusion at 6am, 10am, 2pm, and 6pm on:
 - (i) 1st of January
 - (ii) 1st of April
 - (iii) 1st of July
 - (iv) 1st of October
 - (aa) details demonstrating how the design and built form responds to the sub-tropical climate, and the character of the Sunshine Coast, with respect to the following principles and as described in further detail in the conditions of the development approval:
 - (i) opening to the North
 - (ii) creating liveable outdoor spaces
 - (iii) providing operability to include and exclude direct sunlight, whilst providing daylight
 - (iv) achieving a minimum of 3 hours of direct natural sunlight from April to September of each calendar year into habitable spaces
 - (v) including natural air and ventilation
 - (vi) protection from the weather and sun
 - (vii) incorporating living green walls, landscape and bio-diversity
 - (viii) creating identity as a Sunshine Coast building
 - (ix) reducing energy and waste.
- 5.2 Unless otherwise agreed in writing by Council, the complete set of amended plans must be fully dimensioned and include the following plans as a minimum:
- (a) site plans
 - (b) floor plans

- (c) elevations
- (d) site cross sections
- (e) sections through the site and to 10 metres beyond the boundary into adjoining properties, showing all structures, landscape and trees
- (f) earthworks plans and 3D earthworks model in IFC format
- (g) 3D architectural model in IFC format
- (h) pedestrian walkways and access details
- (i) roof plans, showing extent of green roof, access, and roofing details to upper level buildings
- (j) details at 1:50 of retaining walls, paths, buildings, courtyards, terraces and private open space
- (k) details at 1:50 of all internal room layouts
- (l) details of proposed finishes and materials palette
- (m) construction access plan to the lower levels of the site
- (n) a Title Page with current revision numbers, and a transmittal schedule
- (o) each page having a title block, current revision number, scale details, north point and be cross referenced to larger scaled drawings.

6. Uncompleted Construction Works Stabilisation Bond

- 6.1 Prior to the commencement of any site works, a bank guarantee or a bond must be lodged and maintained for works required to rehabilitate, revegetate and stabilise the land for the long term, should works cease during the construction period for any reason for a period of longer than 3 months or an alternative period agreed to by Council. The bank guarantee or bond must amount to 1.5 times the costs documented in the costing schedule approved by Council under the conditions of the development approval and may be staged to match construction staging where construction staging is approved by Council as part of an operational works approval and the construction management plan required by the approval. The bond or bank guarantee may be drawn upon by Council at its discretion in the event of works ceasing for a period of longer than 3 months, and may be used to undertake the following types of works, or similar, as deemed necessary by Council:
- (a) construction of stabilising bunds against excavations
 - (b) flattening of steep batters
 - (c) construction of stormwater runoff control measures
 - (d) sediment fences
 - (e) clearing the site of all rubble, debris and demolition materials
 - (f) grading the site to prevent ponding
 - (g) turfed and/or landscaping the site to prevent erosion
- 6.2 The bond or bank guarantee will be returned upon practical completion of all the operational works relating to the development, as applicable to the relevant construction stage.

7. Green Walls and Roof Gardens

- 7.1 The development must incorporate green walls and roof gardens in accordance with the Approved Plans of the development approval and a Green Wall and Roof Garden Design and Management Plan approved by Council which includes the maintenance regime including refurbishment and replacement and a lifecycle management and costing program to be approved by Council.
- 7.2 All green walls and roof gardens must be maintained for the life of the development in accordance with the Green Wall and Roof Garden Design and Management Plan approved by Council.
- 8. Payment of Geotechnical consultant fees**
- 8.1 In accordance with Council policy the applicant must cover invoiced costs incurred by Council for commissioning a consulting geotechnical engineer for assessment of the Final Geotechnical Design Report required by conditions of the development approval to be submitted to Council, up to a maximum amount of \$20,000.
- 8.2 All geotechnical conditions mentioned in Schedule 4 must be strictly satisfied by the Developer.
- 9. Single Site Management Entity**
- 9.1 The approved development must be operated for the life of the development by a single site management entity as an integrated tourist facility, and the land must not be sub-leased to separate entities or fragmented into separate titles.
- 10 Acceptance of Development Approval conditions**
- 10.1 The Developer warrants that it accepts, and is to comply with, all conditions of the Development Approval to the extent the conditions are not materially different to Schedule 4 of this Agreement.

SCHEDULE 2

DEVELOPMENT DETAILS

DEVELOPMENT APPLICATION	APPLICATION LAND	LAND OWNER
Material Change of Use for Integrated Tourist Facility MCU15/0270	Lot 7 RP 176066 Lot 5 RP 27823	Kim Michael Carroll and Heidi Meyer

SCHEDULE 3

CONTRIBUTION SCHEDULE

INFRASTRUCTURE CONTRIBUTION	SPECIFICATIONS	TIMING OF CONTRIBUTION	PARTY RESPONSIBLE
Land Contribution and Work Contribution to accommodate stormwater infrastructure and flows approved by Council	The Infrastructure Contribution is to include the lands (easements) referred to in Special Condition 2	The Land Contribution is to be provided in accordance with Special Condition 2	Developer
Land Contribution of the area identified as land to be transferred for bushland park on approved plans	The Land Contribution is to comprise the land identified in special Condition 1	The Land Contribution is to be provided in accordance with Special Condition 1	Developer

SCHEDULE 4

PRESCRIBED CONDITIONS

The prescribed conditions for the purpose of the Infrastructure Agreement are contained in Parts A – J below, specifically:

- Part A. Administrative Conditions
- Part B. Requirements for Accreditations to be Achieved
- Part C. Requirements for Plans and Documents to be Submitted
- Part D. Limitations on Nature and Extent of Construction Activity
- Part E. Requirements for Works to be Completed
- Part F. Limitations on Finished Site and Building Form
- Part G. Limitations on Use and Operation
- Part H. Certifications Required to be Submitted
- Part I. Requirements for Performance Bonds
- Part J. Requirements for Modifications to the Land Title

PART A. ADMINISTRATIVE CONDITIONS	
When Conditions Must be Complied With	
1.	All conditions of this development approval must be complied with in accordance with the timing specified for each condition in each part of this development approval, and then compliance maintained at all times while the use continues.
Effect of Infrastructure Agreement	
2.	The land owner, developer and operator must comply with the obligations of the Infrastructure Agreement executed on ...date
Approved Plans	
3.	Development authorised by this approval must be undertaken generally in accordance with the Approved Plans for the development. For the purpose of this development approval, the Approved Plans are those plans that are approved by Council following compliance with Condition 10.
Nature of Approved Use	
4.	The development authorised by this approval is an Integrated Tourist Facility in accordance with the <i>Maroochy Plan 2000</i> definition. The development includes the following elements only, as shown on the Approved Plans: <ul style="list-style-type: none"> (a) 111 hotel rooms (b) conference facilities (c) 1 manager’s residence (d) 1 caretaker’s residence (e) 2 restaurants (f) day spa and gym (g) services building including a cafe
PART B. REQUIREMENTS FOR ACCREDITATIONS TO BE ACHIEVED	
<i>Part B1. The following conditions must be complied with prior to commencement of use:</i>	
5 Star Hotel Rating	
5.	The development must achieve a 5-star or higher luxury hotel rating under the Star Ratings scheme administered by the Australian Tourism Industry Council (ATIC) and Star Ratings Australia. Where that rating scheme is discontinued, or is superseded, the rating scheme to be applied must be the equivalent independent rating scheme in force at the time of

	commencement of the use administered by the official accrediting body for hotel ratings in Australia at that time and as determined in writing by Council.
6 Star Green Star Rating	
6.	The development must achieve a 6-star Green Star rating from the Green Building Council of Australia (GBCA) in both the categories of "As Designed" and "As Built".
WELL Building Standard	
7.	The development must achieve a Gold Certification from the International WELL Building Institute in both the categories of "Preconditions" and "Optimizations" of the WELL Building Standards.
Eco Tourism Ratings	
8.	The development must achieve both Advanced ECO and Respecting Our Culture (ROC) certification from Ecotourism Australia.
9.	Either as part of, or in addition to, achieving ROC certification from Ecotourism Australia, evidence must be submitted to Council that the developer has used its best endeavours to engage with the Kabi Kabi First Nation to enter into either a memorandum of understanding or certification letter signed by representatives of Kabi Kabi First Nation.
PART C. REQUIREMENTS FOR PLANS AND DOCUMENTS TO BE SUBMITTED	
<i>Part C1. The following conditions must be complied with within 24 months of the date this approval takes effect or prior to lodgement of the first Operational Works application, whichever occurs sooner:</i>	
Amended Plan Package	
10.	<p>A complete set of amended plans for the development must be submitted to Council for approval to become the Approved Plans for the development. The plans to be amended must accord with those listed as Referenced Documents in this approval, but must be amended to demonstrate full compliance with all conditions of this approval, and clearly showing the following unless otherwise agreed in writing by Council:</p> <ul style="list-style-type: none"> (a) the height of all buildings and structures above natural ground level, demonstrating compliance with the 8.5m and 10m height categories above natural ground level identified on the Maximum Height of Buildings and Structures Overlay plan listed as a Referenced Document in this approval (b) setback dimensions to all property boundaries (c) the total development footprint (including all buildings, retaining walls, driveways, storage areas, paths, stairways, lifts, funicular railway and associated buildings, turnaround areas, balustrades, barriers, above ground infrastructure, basements and hardstand areas) by delineation of the areas used to calculate site cover, and demonstrating a site cover of no more than 50% in accordance with the conditions of this approval (d) all areas of deep planting to natural ground delineated from other landscaping elements (e) all areas of living green walls planted into soil or other growing media (f) the location of all infrastructure including retaining walls (widths and anchors/pins), drainage and utility services, piers, piles, safety barriers, padmount transformers, pump rooms, fire hydrant boosters and the like (g) dimensioned maintenance and construction access areas of a minimum 3 metres to all buildings to enable construction and building maintenance outside of the buffer areas required by the conditions of this approval (h) dimensioned access, driveways, parking, footpaths and internal manoeuvring areas with gradients nominated (i) sufficient car and bicycle parking spaces in accordance with the Car and Bicycle Parking Study required by the conditions of this approval, including details of the minimum 50% electric vehicle charging facilities required by this approval (j) spatial areas to accommodate all green walls and roof garden landscaping

	<ul style="list-style-type: none"> (k) complete and accurate integration of all earthworks, landscape and architectural plans and 3D models (l) retaining walls and Building A (day spa building) modified as necessary to ensure protection of the root systems and longevity of the mature Ficus virens "White Figs" situated on Lot 5 SP111730 identified for retention in the conditions of this approval (m) all refuse storage, removal and collection facilities, demonstrating adequate capacity for the approved use (n) elements of the façade and details of materials and finishes to all built form including all structural elements and fixed and operable elements such as balustrades, screens, sun shades, and green walls. (o) dimensions for the extent of projecting elements, balustrade height and door and windows/glazing configurations (p) rooftop or building capping elements, awnings and soffits (q) details of rooftop solar pv, solar hot water and energy generation (r) details of all waste management (s) accessibility plans showing gradients, all-weather access and provisions for universal access and emergency and service access to all parts of the site (t) details of sun-shading, awnings, screens, weather protection to windows, doors and walkways (u) details of any bridge structures including landing areas (v) details of access for maintenance and safety, including but not limited to, green roofs, and planter beds/trellises (w) details and dimensions for useable balcony private open space for each room (x) details for all hotel room servicing requirements across the site, including all storage areas necessary for room servicing (y) one rendered perspective showing the intended finished built form (z) plans, elevations and modelling, demonstrating sun penetration and exclusion at 6am, 10am, 2pm, and 6pm on: <ul style="list-style-type: none"> (i) 1st of January (ii) 1st of April (iii) 1st of July (iv) 1st of October (aa) details demonstrating how the design and built form responds to the sub-tropical climate, and the character of the Sunshine Coast, with respect to the following principles and as described in further detail in the conditions of this approval: <ul style="list-style-type: none"> (i) opening to the North (ii) creating liveable outdoor spaces (iii) providing operability to include and exclude direct sunlight, whilst providing daylight (iv) achieving a minimum of 3 hours of direct natural sunlight from April to September of each calendar year into habitable spaces (v) including natural air and ventilation (vi) protection from the weather and sun (vii) incorporating living green walls, landscape and bio-diversity (viii) creating identity as a Sunshine Coast building (ix) reducing energy and waste.
<p>11.</p>	<p>Unless otherwise agreed in writing by Council, the complete set of amended plans must be fully dimensioned and include the following plans as a minimum:</p> <ul style="list-style-type: none"> (a) site plans (b) floor plans (c) elevations (d) site cross sections (e) sections through the site and to 10 metres beyond the boundary into adjoining properties, showing all structures, landscape and trees. (f) earthworks plans and 3D earthworks model in IFC format (g) 3D architectural model in IFC format (h) pedestrian walkways and access details (i) roof plans, showing extent of green roof, access, and roofing details to upper level buildings.

	<ul style="list-style-type: none"> (j) details at 1:50 of retaining walls, paths, buildings, courtyards, terraces and private open space (k) details at 1:50 of all internal room layouts (l) details of proposed finishes and materials palette (m) construction access plan to the lower levels of the site (n) a Title Page with current revision numbers, and a transmittal schedule (o) each page having a title block, current revision number, scale details, north point and be cross referenced to larger scaled drawings.
12.	<p>Unless otherwise agreed in writing by Council, the amended plan package must demonstrate the following minimum hotel design elements to a standard commensurate with a 5-star hotel have been incorporated:</p> <ul style="list-style-type: none"> (a) a minimum floor area per room of 80m² (b) oversized bathroom facilities (c) minimum of 1000m² of conference/banqueting floor area (d) minimum of two dining outlets/restaurants and separate bar (e) covered porte cochere, sized to accommodate coach arrival (f) resort swimming pool (g) gymnasium (h) day spa and treatment rooms (i) doorman and concierge services (j) 24-hour room service and 24-hour reception (k) large passageways and ceiling heights (l) dedicated service lifts (m) valet parking (n) high end designer finishes and fit out (o) fully air conditioned internal public areas (p) state of the art room technology
Car and Bicycle Parking Study	
13.	<p>A Car and Bicycle Parking Study must be submitted to Council for approval that demonstrates that sufficient car and bicycle parking bays will be available for the proposed use and have been incorporated into the amended plans. Where additional car and bicycle parking is required as a result of the study, the amended plans must incorporate those parking bays.</p>
<i>Part C2. The following conditions must be complied with prior to commencement of building and works design and prior to approval of the first Operational Works application for the development:</i>	
Geotechnical Consultant	
14.	<p>At all times throughout the design of the development works, a geotechnical consulting company (the "Geotechnical Consultant") must be appointed that:</p> <ul style="list-style-type: none"> (a) has experience in the design and construction of developments similar to that proposed (b) has specific experience in the stability of natural and engineered slopes (c) ensures that the development works are overseen by a suitably qualified and experienced Registered Professional Engineer, Queensland (RPEQ), within the meaning of the <i>Professional Engineers Act 2002</i>, and as described in the Maroochy Shire Council Planning Scheme Policy No. 4 (Maroochy Plan 2000) (d) allocates sufficient experienced personnel to meet the requirements of these conditions of approval, particularly in relation to any requirements for personnel to carry out inspections and be on site full-time for specific phases of the works (e) holds and maintains professional indemnity and public liability insurance covers of \$20 million for any one occurrence and in the aggregate.
Final Geotechnical Design Report	
15.	<p>A Final Geotechnical Design Report must be submitted to Council for approval, prepared by the Geotechnical Consultant appointed to the project as required by this approval. The Report must:</p>

	<ul style="list-style-type: none"> (a) be prepared under the overview and "direct supervision" of a suitably qualified and experienced Registered Professional Engineer, Queensland (RPEQ) (b) reference and address the recommendations in the "Report on Geotechnical Investigations & Slope Stability Assessment, Integrated Tourist Facility including Function Facility, Restaurants & Short Term Accommodation, 24 & 26 Box Street, Buderim, Qld 4556", by Core Consultants Pty Ltd, Report Number J000043-005-R-Rev 2, Dated October 2016, listed as a Referenced Document in this approval (c) be signed by the RPEQ who directly supervised the preparation of the Final Geotechnical Design Report (d) be accompanied by any associated drawings which are also signed by the same RPEQ.
16.	<p>Prior to sign-off of the Final Geotechnical Design Report by a Registered Professional Engineer, Queensland (RPEQ), the Geotechnical Consultant must:</p> <ul style="list-style-type: none"> (a) arrange for, and carry out, all geotechnical investigations and laboratory testing required to enable final report preparation (b) determine and document the adopted geotechnical design parameters for the full range of materials encountered on the site on the basis of having carried out sufficient laboratory testing (c) address the presence of fissures in the Tertiary sediments on the basis of their potential to significantly affect the shear strength of the soil. Notwithstanding any recommendations in the Core Consultants report listed as a Referenced Document in this approval, the Geotechnical Consultant must also satisfy themselves that the geotechnical strength parameters adopted for design are representative of the <i>in situ</i> fissured strength of the soils and make documented reference to the strength parameters presented in the report by Coffey & Partners Pty Ltd, "Landslip Occurrence at Buderim Mountain", reference B10031/1-F, dated 27 August 1981 (d) consider in writing the adoption of continuous groundwater level monitoring using in-borehole data loggers to assess the groundwater response to significant rainfall events. This must address the risk of missing the phenomenon of rapid groundwater response in fissured soils when discrete readings are taken across the numerous groundwater monitoring bores installed by Core Consultants as a part of their preliminary investigations (e) present the results of the groundwater monitoring, commenting upon the reliability of this monitoring and nominating how the design will incorporate the results of the groundwater monitoring (f) include a statement that all of the likely geotechnical risks associated with the design and construction of the proposed development have been addressed.
17.	<p>Prior to sign-off of the Final Geotechnical Design Report by an RPEQ, and in addition to any other issues that may be identified by the Geotechnical Consultant, the Report must provide specific, final recommendations on design and construction matters relating to <u>excavations along the northern property boundary</u> by:</p> <ul style="list-style-type: none"> (a) containing specific recommendations based upon an assessment of the stability of the natural slopes immediately up-hill of the northern boundary of the site which are locally steep and covered in boulders and have the potential risk of boulder mobilisation and roll onto the development site. These recommendations must address how this risk is managed both during construction and in the long-term (b) containing details of any remedial works required in the area of the existing driveway based upon a site inspection of the stability of the area above this existing driveway with particular attention to the potential for basalt blocks to topple (c) containing a comprehensive Boulder Management Plan that addresses the likely eventuality that excavations along the northern boundary of the site would encounter boulders within the excavated profile. The Boulder Management Plan must include measures to: <ul style="list-style-type: none"> (i) stabilise boulders exposed in the face of the excavation (ii) manage the potential for loose boulders to be mobilised onto the site (d) containing a full description of the construction sequence and retention system proposed for excavations along the northern boundary and providing the following: <ul style="list-style-type: none"> (i) full details of the potential impact on the adjacent up-slope land

	<ul style="list-style-type: none"> (ii) clearly sets out the geotechnical inspections required (iii) nominates the approvals to be obtained at each stage of the excavation and construction of the retention system (iv) sets out the measures that are to be taken to maintain the long term stability of the land addressing both local and global stability (v) where the retention system requires the installation of anchors or dowels that extend into the neighbouring property/ies, documents that demonstrate that respective neighbours approve, in writing, the proposed work in their property (e) containing details as to how stormwater flow from the up-slope property will be collected and disposed of to ensure that there is no adverse impact on the stability of the proposed development both during and post construction.
<p>18.</p>	<p>Prior to sign-off of the Final Geotechnical Design Report by an RPEQ, and in addition to any other issues that may be identified by the Geotechnical Consultant, the Report must provide specific, final recommendations on design and construction matters relating to the <u>bridge and dam and other areas</u> by:</p> <ul style="list-style-type: none"> (a) containing specific details of the stabilisation of this area and the construction methodology for the development in this area and that also: <ul style="list-style-type: none"> (i) addresses the identified, existing instability in the area of the existing bridge in the Core Consultants report listed as a Referenced Document in this approval and details how this will be stabilised (ii) assesses the condition of any existing fill and subsequently provides recommendations on measures to stabilise the fill including excavation and re-compaction, if required (b) presenting a design for the underpinning of the existing bridge, if required, and/or any other new structures that are proposed in this area (c) assessing the local and global stability of the area both during and after construction, including all proposed changes to the ground level including cutting and filling (d) assessing the local and global stability of the area of the proposed Caretaker's Residence and Glass House Cafe both during and after construction, including all proposed changes to the ground level including cutting and filling (e) containing specific details as to how the dam embankment is to be stabilised as well as detailing the following: <ul style="list-style-type: none"> (i) how inflow and over flow from the dam must be managed with respect to the stability of the dam embankment (ii) the proximity of the down-slope buildings (iii) discharge from the overflow to prevent erosion and potential instability of the land (iv) ensuring that the above measures adopted to stabilise the dam embankment take into consideration the proposed 6m to 7m deep excavation proposed immediately below the embankment to provide a building platform for the proposed Garden Suites. <p><u>Note:</u> Based on current information provided, the existing dam has very steep cut slopes of around 35° to locally 60° on the up-hill side. The cut batter is up to approximately 5m high. On the down-slope side, the fill embankment for the dam wall is up to around 6m to 7m high and has been formed at around 35° and locally steeper. Any changes must be reflected in all the subsequent geotechnical reporting accordingly.</p>
<p>19.</p>	<p>Prior to sign-off of the Final Geotechnical Design Report by an RPEQ, and in addition to any other issues that may be identified by the Geotechnical Consultant, the Report must provide specific, final recommendations on design and construction matters relating to <u>bulk earthworks</u> by:</p> <ul style="list-style-type: none"> (a) identifying the areas of existing and potential instability on the site (b) identifying the site specific constraints on construction activities in these areas, addressing in turn the following constraints of: <ul style="list-style-type: none"> (i) no undercutting (ii) no filling (iii) no stockpiling of materials (iv) no removal of vegetation

	<ul style="list-style-type: none"> (v) no surface or subsurface water flow into the areas (vi) clear nomination of the areas of the site to be out-of-bounds for construction equipment (c) including a comprehensive Construction Methodology and Earthworks Management Plan for the proposed bulk excavations and terracing of the site (d) preparing a Groundwater Flow Management Strategy that addresses the numerous springs on site and various areas where groundwater is at a relatively shallow depth such that earthworks (filling and excavation) are not adversely affected during construction. Where areas containing springs and ground water seepage are incorporated into the final construction, site specific treatments must be designed for each specific area to ensure that the proposed works are stable and that surface and subsurface water is collected and disposed of in a way that does not affect the stability of the land (e) staging the earthworks in such a way that ensures that at the stability of the land is not adversely affected by excavation, filling or uncontrolled flow of surface water and subsurface water at any time. The sequencing of the earthworks must allow for all of the geotechnical inspections and progressive certifications that are required by the design (f) giving due consideration to and documenting any constraints imposed on the removal and disposal of materials off-site, including traffic controls.
20.	<p>Prior to sign-off of the Final Geotechnical Design Report by an RPEQ, and in addition to any other issues that may be identified by the Geotechnical Consultant, the Report must provide specific, final recommendations on design and construction matters relating to excavations, filling and retention systems by:</p> <ul style="list-style-type: none"> (a) carrying out the design of all temporary excavations, permanent excavations and retaining structures such that there is no adverse impact on the stability of the adjoining land (b) documenting the design to clearly set out the geotechnical inspections required and the obtaining of approvals for each stage of the excavation and construction of the retention system (c) addressing the presence of fissures in the Tertiary sediments as having the potential to significantly affect the shear strength of the soil, noting and addressing in writing the presence of fissures is documented in the Core Consultants' report listed as a Referenced Document in this approval (d) basing all geotechnical designs on the assumption that the Tertiary sediments are fissured, unless shown by site-specific investigations to be otherwise (e) designing using the geotechnical strength parameters presented in the Final Geotechnical Design Report, unless shown by site-specific investigations to be otherwise (f) containing specific details regarding the design and construction of the proposed retention systems for the excavation of the building terraces in areas of fissured soils, particularly in the context of the exposure of Tertiary sediments and location in areas of groundwater seepage and springs (g) containing specific design and construction guidelines for the proposed excavations in the area below the existing dam (h) providing design specific recommendations on measures to be taken to maintain the stability of the land in the event of a delay to the construction of the final retention system (i) carrying out and documenting geotechnical investigations to assess the local and global stability of any fill and its suitability to support footings where retaining existing fill on the site (j) providing specific details for the long-term maintenance requirements of self-supporting retention systems, that is, for a retention system that is not part of a building, including access requirements and provisions to carry out long-term remedial works
21.	<p>Prior to sign-off of the Final Geotechnical Design Report by an RPEQ, and in addition to any other issues that may be identified by the Geotechnical Consultant, the Report must</p>

	<p>provide specific, final recommendations on design and construction matters relating to <u>existing natural areas of instability</u> by:</p> <ul style="list-style-type: none"> (a) provision of specific details of how potential instability in the areas of very steep slopes (30° to 35°) with groundwater seepage downhill of the proposed development in the central/southern area of the site and within areas of remnant vegetation will be managed to ensure the stability of the proposed buildings and infrastructure that are within the zone of influence (b) include, but not be limited to, an assessment of the stability of the natural slopes in the area below buildings in the eastern part of the site and below buildings in the central part of the site.
22.	<p>Prior to sign-off of the Final Geotechnical Design Report by an RPEQ, and in addition to any other issues that may be identified by the Geotechnical Consultant, the Report must provide specific, final recommendations on design and construction matters relating to <u>disposal of excavated material</u> by:</p> <ul style="list-style-type: none"> (a) providing details of the sequencing of the bulk earthworks (b) providing details of the volumes of material to be removed from the subject land at various stages throughout the construction (c) identifying the proposed disposal area/s and haulage route (d) providing a documented, initial assessment of the existing stability of the proposed disposal area/s (e) containing specific recommendations on the following matters: <ul style="list-style-type: none"> (i) preparation of the disposal areas prior to material being placed (ii) procedures for placement of material including layer thickness, moisture condition and compaction, if appropriate (iii) details of surface water drainage control, erosion control, and sediment control measures to be implemented to ensure long-term stability of the disposed material and disposal area/s (iv) future maintenance and management requirements that inform the documented overall Operational Facility Management Plan required by the conditions of this approval (f) sequencing the design of the development works in conjunction with a construction phase Traffic Management Plan which must be approved by Council through an approval for Operational Works.
<p><i>Part C3. The following conditions must be complied with prior to approval of the first Operational Works application for the development:</i></p>	
<p>WELL Building Standard and Green Star Rating Documentation</p>	
23.	<p>Documentary evidence must be submitted to Council demonstrating that:</p> <ul style="list-style-type: none"> (a) the development project has been registered with the Green Building Council of Australia (b) a Green Star Accredited Professional has been retained and has sufficiently contributed to the design to ensure the project can achieve a 6 Star Green Star rating in both the categories of "As Designed" and "As Built" (c) the development project has been registered with the International WELL Building Institute (d) a registered WELL Building Professional has been retained and has sufficiently contributed to the design to ensure the project can achieve a Gold in both the categories of "Preconditions" and "Optimizations" of the WELL Building Standards.
<p>Eco Tourism Documentation</p>	
24.	<p>Documentary evidence must be submitted to Council demonstrating that:</p> <ul style="list-style-type: none"> (a) the development project has been registered with Ecotourism Australia for consideration as both an Advanced ECO and ROC resort development (b) progress has been made through the application program, including commencement of the: <ul style="list-style-type: none"> (i) Certification Workbook (ii) Business Sustainability Planning (iii) Environmental Management Plan

	<ul style="list-style-type: none"> (iv) Interpretation Plan (v) any other documentation as required by Ecotourism Australia for Advanced ECO and ROC certification.
Green Walls and Roof Garden Landscaping	
25.	<p>A Green Wall and Roof Garden Design and Management Plan for all green walls and roof garden landscaping must be submitted to Council for approval, that includes:</p> <ul style="list-style-type: none"> (a) <u>Detailed Design</u> that clearly shows: <ul style="list-style-type: none"> (i) the location/layout and area of all green roofs and walls, including as a minimum the rooves of all accommodation suites (ii) the spatial extent of the wall and roof planting systems while demonstrating they will comply with height restrictions (iii) materials and plant species palette (iv) design sections, finished levels and details (v) construction details for the growing environment, including waterproofing, root barriers, irrigation and drainage (vi) suitable surface area, volume and soil composition of the growing media to sustain healthy growth and viability of the selected vegetation. (vii) the proposed mechanisms for maintenance, including maintenance safety measures such as roof-top barriers/rails (viii) how the structural integrity (load and waterproofing) of the building design will be achieved under load of the combined planting systems elements (ix) how the systems irrigation, rainwater catchment and drainage requirements are designed in conjunction with site's Stormwater Management Plan to achieve sustained holistic outcomes (x) design details and construction / installation requirements including manufacturers specifications of components for each planting system (b) a <u>Management Plan</u> (the "Green Wall and Roof Garden Management Plan") that addresses the following: <ul style="list-style-type: none"> (i) <u>Establishment</u> (up to 3 yrs approximately) <ul style="list-style-type: none"> a. maintenance regime for the built elements, including inspection of the irrigation, drainage, waterproofing and root barriers b. monitoring regime of the growing media including tests by an agronomist (or similar) and with recommendations of findings to be implemented and certified that all works have been carried out in accordance with the findings c. maintenance regime for the plant material, including weeding, trimming, replacement of dead or non-performing plants d. inspection of the above ground and below ground structures (ii) <u>Maintenance</u> (3yrs-10yrs approximately) <ul style="list-style-type: none"> a. inspections of the vegetation including root inspection and pruning, corrective actions b. maintenance and replacement requirements of planting systems components, growing materials and media, watering / irrigation and fertilising and the like c. planting schedules of appropriate species, planting techniques, establishment period requirements, replacement strategy for flora failures and ongoing maintenance d. property management responsibilities for an ongoing maintenance regime with regular monitoring and key performance indicator triggers with corrective actions to ensure ongoing success e. growing media must be tested by an agronomist (or similar) to ensure suitability of the soil for its specified use. Certification must be provided that all works have been carried out in accordance with findings (iii) <u>Refurbishment and Replacement</u> (each 10 yrs approximately) <ul style="list-style-type: none"> a. inspection of the constructed environment/planter to ensure all elements are structurally sound and functioning to the desired intent b. inspection and testing of the growing media by an agronomist (or similar) to ensure suitability of the soil for its specified use. Recommendations of the inspection and testing are to be implemented

	<p>and certified by the agronomist (or similar) that all works have been carried out in accordance with the findings</p> <p>c. inspection and recommendation by an Arborist for the vegetation associated with the landscape above the proposed basement car park. Any recommendations of the inspection are to be implemented and certified by the Arborist that all works have been carried out in accordance with the findings</p> <p>d. any element associated with the refurbishment of the landscape above the basement car park is to be carried out by the owner and or the managers of the basement car park at their expense.</p> <p>(c) <u>Lifecycle Management and Costing Program</u> for the entire green wall and roof garden systems for all elements of <i>Establishment, Maintenance and Refurbishment and Replacement, including a fully budgeted schedule including life cycle costing analysis with refurbishment strategies accounted for, for the life of the development.</i></p>
26.	<p>The Green Wall and Roof Garden Design and Management Plan must include a maintenance and monitoring plan for green roofs and permeable pavement. The maintenance and monitoring plan must include the following as a minimum:</p> <p>(a) a plan showing the location of the individual components of the system.</p> <p>(b) manufacturer's data and product information sheets for any proprietary products.</p> <p>(c) location of inspection and monitoring points shown clearly on the plan.</p> <p>(d) schedule of tasks required to maintain the system including the frequency at which tasks must be completed.</p> <p>(e) a summary of the design water quality targets and acceptable criteria including plant health targets for the green roofs.</p> <p>(f) a schedule or timetable for the proposed regular inspection and monitoring of the devices.</p> <p>(g) inspection and monitoring to extend over the full life of the development.</p> <p>(h) proposed action if inspection/monitoring reveals a problem with the device.</p> <p>(i) records to be logged and kept for verification of compliance with this condition and must be provided to Council upon request.</p> <p>(j) name and contact details of relevant person responsible for the design of stormwater system.</p>
Vegetation Management Plan	
27.	<p>A Vegetation Management Plan prepared by a qualified Arborist must be submitted to Council for approval, that addresses the following:</p> <p>(a) nomination on a plan of trees that are:</p> <p>(i) required to be removed due to required development works</p> <p>(ii) unsafe, or</p> <p>(iii) undesirable due to their species type (e.g. woody weeds)</p> <p>(b) nomination on a plan of trees that are desirable to retain and that can be retained given the impacts of the approved works</p> <p>(c) a tree hazard assessment of trees to be retained</p> <p>(d) immediate maintenance requirements of trees to be retained</p> <p>(e) future maintenance requirements of trees to be retained</p> <p>(f) recommendations for preservation of trees to be retained</p> <p>(g) tree protection measures during construction of trees to be retained including:</p> <p>(i) supervision of works by a Project Arborist</p> <p>(ii) temporary hard fencing erected to enclose and protect the root zone</p> <p>(iii) exclusion of all construction activities within the root zone</p> <p>(h) trees identified by Council as hazardous to be removed prior to off maintenance</p> <p>(i) protection of mature <i>Ficus virens</i> "White Figs" situated on Lot 5 SP111730. Works associated within the area adjacent to these trees may require isolated sections of hand excavation to protect root zones where appropriate. These works must be specifically addressed as part of the associated Operational Works engineering civil application and further clarified at the construction pre-start meeting</p> <p>(j) evidence of a Department of Environment and Heritage Protection approved protected Plants Clearing Permit and Impact Management Plan for the <i>Mallotus megadontus</i> population identified on site.</p>

Rehabilitation and Revegetation Plan	
28.	<p>A Rehabilitation and Revegetation Plan must be submitted to Council for approval, that addresses the following:</p> <ul style="list-style-type: none"> (a) rehabilitation and revegetation of all existing vegetation to be retained and revegetated in natural ground identified on the Vegetation Management Overlay plan listed as a Referenced Document in this approval, including the 10 metre vegetated buffer and all vegetation protection covenant areas (b) rehabilitation and revegetation in accordance with the <i>Planning scheme policy for development works</i> (c) a species palette incorporating the species selection of predominately native indigenous species of Regional Ecosystem 12.8.3, and 12.9-10.16 (d) the species density must be a minimum: grasses/sedges/groundcovers at 0.3 metre centres, shrubs at 1.5 metre centres and canopy trees at 4 metre centres (e) measurable and achievable criteria on which the performance of the floristic component of the re-vegetation strategy can be assessed annually over three years (f) removal of all invasive plants listed in the following documents: <ul style="list-style-type: none"> (i) <i>Biosecurity Act 2014</i> (ii) <i>Sunshine Coast Local Government Area Pest Management Plan 2012-2016.</i>
Fauna Management Plan	
29.	<p>A comprehensive Fauna Management Plan must be submitted to Council for approval, which details the steps that will be taken to protect fauna species during any development activity that is undertaken on any part of the subject land. The FMP must include details of at least the following information:</p> <ul style="list-style-type: none"> (a) the name of the fauna catchers/re-locators to be used, noting that they must be approved by the Queensland Parks and Wildlife Service, along with a copy of the fauna catchers'/re-locators' Rehabilitation Permit (b) an updated Fauna Spotter Report to be undertaken two weeks before clearing works commence. This must include a fauna assessment of the site, particularly koalas and animals using hollows, including bats. This report is to provide extensive detail of the fauna likely to be impacted by the clearing works (c) provide within the FMP, certification from the principal contractor that the abovementioned Fauna Spotter Report is being provided to the clearing contractor to enable the contractor to factor the fauna removal issues into the cost of clearing works (d) confirmation that the direction of clearing is from an open area to a less open area to allow fauna to escape into neighbouring bushland (e) timing for the removal of fences to enable animals to access the adjacent land parcel must be included in this report, also address the retention of fences to stop or direct animals away from the Sunshine Motorway (f) a pre-clearing trapping and release plan, noting that any trappings and releases are to be started at least two weeks before clearing commences and continue through the clearing events. Given the large site area progressive trapping must be undertaken on a number of days over a number of weeks (g) use of nesting boxes / hollow logs and branches to house translocated animals. Long term management and maintenance of these elements must be provided in the FMP (h) any native bee hives must be relocated into the Bushland Park prior to any clearing on the subject site (i) the methodology of onsite inspections for fauna including the inspection of hollow branches, logs on the ground, nests of birds and possums etc. This site contains many trees with hollows so this needs to be addressed in detail (j) any special machinery requirements for inspection of hollows high up in the tree, for example, cherry pickers, pole cameras with optical fibre, lights for viewing hollows etc. This is a critical element on this site and must be included in the fauna assessment and methodology (k) nomination of release area/s and the land owner's written approval for release if necessary

	(l) contact details of the nearest veterinarian or other appropriate party to humanely deal with injured wildlife.
Bushfire Management and Evacuation Plan	
30.	A Bushfire Management and Evacuation Plan prepared by a qualified person* for the development and the site must be submitted to Council for approval. <i>*(Refer to Advisory Note)</i>
Detailed Stormwater Management Plan	
31.	A Detailed Stormwater Management Plan prepared in accordance with Council's <i>Planning scheme policy for development works</i> must be submitted to Council for approval. The Detailed Stormwater Management Plan must include: <ul style="list-style-type: none"> (a) final sizing and design details of the site's stormwater detention system demonstrating no increases in the peak flow of stormwater from the site for all events from the 1 year ARI to 1% AEP storm events at all discharge locations from the site (b) final sizing and design details of the sites stormwater quality treatment system.
Approval of State Road Intersection Works	
32.	Approval from the Department of Transport and Main Roads for the final design of the intersection upgrade works at King Street and Box Street must be submitted in writing to Council.
Operational Traffic Management Plan	
33.	An Operational Traffic Management Plan must be submitted to Council for approval, that addresses the following: <ul style="list-style-type: none"> (a) how the approved use deals with staff car parking (b) on site traffic flow management (c) any required overflow parking arrangements for large functions / conferences (d) group transport (e) service vehicle parking and management (f) distribution of deliveries and services around the site.
<i>Part C4. The following conditions must be complied with prior to commencement of any planting and revegetation works:</i>	
34.	A Soil Test Report to ensure the health and performance of plant stock is maximised must be submitted to Council for approval, that addresses the following: <ul style="list-style-type: none"> (a) soil tests performed and assessed by a qualified Agronomist familiar with the geology of the Sunshine Coast (b) soil tests performed for each distinct soil type in accordance with AS4419 (c) the results of testing assessed for any deficiency or addition that may detriment plant health. This includes but not limited to: <ul style="list-style-type: none"> (i) insufficient organic content to promote healthy growth or retain moisture (ii) pH that will detriment the health of new or existing plants (iii) the presence of toxins or excessive nutrients (e.g. N, P, K) (d) recommendations for soil amelioration where deficiencies or imbalances exist within the soil profile and these recommendations must be implemented prior to planting (e) prior to planting the Agronomist must certify that any corrective actions have been completed in accordance with the Soil Test Report.
<i>Part C5. The following conditions must be complied with within two weeks of completion of clearing works:</i>	
Final Spotter Catcher Report	
35.	In association with the approved Fauna Management Plan, a final report by the fauna spotter must be provided to Council no more than two weeks after clearing is finished, stating the following:

	<ul style="list-style-type: none"> (a) the length of time of the clearing (b) details of any animal/s that were caught and/or sighted and released, and the placement of any release/s (c) details of any animals that were destroyed due to injury, given to wildlife rescue groups etc (d) confirmation of the follow up monitoring of nesting boxes/ translocated hollow logs and branches and how they are to be maintained into the future.
<p><i>Part C6. The following conditions must be complied with prior to issue of a Building Approval and prior to commencement of any works:</i></p>	
<p>Final Architectural Building Detail</p>	
36.	<p>Architectural drawings must be prepared and submitted to Council for review against the Approved Plans and endorsement. The architectural drawings must show the final developed details of the facade treatment, the ground interface and the rooftop/building capping elements of the approved buildings, and must depict a higher level of documentation detail than that shown on the Approved Plans. The architectural drawings must:</p> <ul style="list-style-type: none"> (a) nominate materials, colours and finishes (b) have title blocks, current revision numbers, scale details, north point and be cross referenced to larger scaled drawings (c) include elevation and facade treatment drawings for all floor levels that demonstrate the final design outcome for all elevations of the built form including: <ul style="list-style-type: none"> (i) detailed plans, sections, site sections and elevations at 1:50 or 1:20 scale for elements at the facade including structural elements and fixed and operable elements such as balustrades, screens, sunshades, green walls, green roofs, access points, design for height and safety, design for Universal Access, Design for Disability, bridges, pools, dam safety fences, pool safety fencing, balustrades, private open space, laundry access and line drying areas to every unit, storage for hotel maintenance, retaining walls, pathways, funicular, elevators, tiered pathways, stairs, doors, windows, projecting fins and planter beds/trellises (ii) all servicing and infrastructure, including but not limited to, padmount transformers, pump rooms, fire hydrant boosters etc. (iii) rooftop or building capping elements, awnings and soffits (d) include one rendered perspective showing the intended finished built form (e) include dimensions for the extent of projecting elements, balustrade height and door and windows/glazing configurations (f) show the final height and position of the buildings on the site with dimensioned setbacks matching the Approved Plans (g) show how the buildings coordinate with the approved and required landscaping for the site.
<p>Costing Schedule for Uncompleted Construction Works Stabilisation Bond</p>	
37.	<p>The applicant must submit to Council for approval a costing schedule for all consulting fees and works required to rehabilitate, revegetate and stabilise the land for the long term, should works cease during the construction period for any reason for a period of longer than 3 months or an alternative period agreed to by Council. The costing schedule must include the following works as a minimum:</p> <ul style="list-style-type: none"> (a) construction of stabilising bunds against excavations (b) flattening of steep batters (c) construction of stormwater runoff control measures (d) sediment fences (e) clearing the site of all rubble, debris and demolition materials (f) grading the site to prevent ponding (g) turfed and/or landscaping the site to prevent erosion <p>Where construction activity is staged in accordance with an Operational Works approval and the Construction Management Plan required by this approval, the costing schedule must include costs as applicable to each construction stage.</p>

Lighting Impact Assessment	
38.	A Lighting Impact Assessment (LIA) must be prepared by a qualified person* and submitted to Council for approval. The LIA must identify all lighting impacts associated with the development, including the impacts of horizontal and vertical illuminance of any brightly lit surfaces inside or outside of buildings and/or landscapes and any site fixtures, and demonstrate that no loss of visual amenity will occur as a result of such lighting post development, this includes no loss of visual amenity of the Buderim escarpment during night-time hours. Where the LIA identifies adverse impacts that require mitigation, then the report must make recommendations for amelioration accordingly. <i>*(Refer to Advisory Note)</i>
<i>Part C7. The following conditions must be complied with prior to commencement of use:</i>	
Local Fire Authority	
39.	A copy of the approved Bushfire Management and Evacuation Plan for the development must be provided to the nearest fire authority.
PART D. LIMITATIONS ON NATURE AND EXTENT OF CONSTRUCTION ACTIVITY	
<i>Part D1. The following conditions must be complied with prior to commencement of any works:</i>	
Fencing to Protected Vegetation Area	
40.	Temporary construction fencing must be erected to identify the boundaries of the land identified as <i>Protected area, no earthworks, structures or paving</i> on the Construction Exclusion Zones Overlay plan listed as a Referenced Document in this approval.
41.	The land identified as <i>Protected area, no earthworks, structures or paving</i> on the Construction Exclusion Zones Overlay plan listed as a Referenced Document in this approval must be clearly signed as a "no go" area until the completion of all construction works.
<i>Part D2. The following conditions must be complied with for the full duration of construction:</i>	
Stabilisation and Rehabilitation of Uncompleted Construction Works	
42.	In the event that bulk earthworks, or any building works where parts of the site have bare earth exposed, ceases for any reason for a period of longer than 3 months, or an alternative period agreed to by Council, the land must be rehabilitated, revegetated and stabilised for the long term, including carrying out of the following works as a minimum: <ul style="list-style-type: none"> (a) construction of stabilising bunds against excavations (b) flattening of steep batters (c) construction of stormwater runoff control measures (d) sediment fences (e) clearing the site of all rubble, debris and demolition materials (f) grading the site to prevent ponding (g) turfed and/or landscaping the site to prevent erosion (h) maintaining the site to ensure no nuisance to adjacent premises, roads or footpaths (i) where fencing is installed to secure boundaries, ensuring fencing: <ul style="list-style-type: none"> (i) is durable and not capable of being pushed or blown over (ii) is of a type that does not detract from local amenity (barbed wire is not acceptable) (iii) is protected against vandalism, and promptly repaired where vandalism or graffiti occurs.
Compliance with Approved Plans and Documents	
43.	All site and development works must comply with the approved Vegetation Management Plan for the development.

44.	All site and development works must comply with the approved Rehabilitation and Revegetation Plan for the development.
45.	All site and development works must comply with the approved Soil Test Report for the development.
46.	All site and development works must comply with the approved Fauna Management Plan for the development.
47.	All site and development works must comply with the approved Green Wall and Roof Garden Design and Management Plan for the development.
Works Excluded from Protected Vegetation Area	
48.	No access, temporary storage, fill placement, or works of any kind may occur in the land identified as <i>Protected area, no earthworks, structures or paving</i> on the Construction Exclusion Zones Overlay plan listed as a Referenced Document in this approval, except where necessary to comply with one of the following approved documents for the development: <ul style="list-style-type: none"> (a) the approved Vegetation Management Plan (b) the approved Rehabilitation and Revegetation Plan (c) the approved Soil Test Report (d) the approved Fauna Management Plan.
Works Required within the Protected Vegetation Area	
49.	Works within, and in the vicinity of, the land identified for retention, revegetation and protection on the Vegetation Management Overlay plan listed as a Referenced Document in this approval and the land to be transferred to Council for Bushland Park purposes must be undertaken in accordance with an Operational Works approval and the following: <ul style="list-style-type: none"> (a) all vegetation, excluding vegetation to be removed as a result of rehabilitation works, must be protected from damage (b) all fill batters on land adjacent to the vegetation protection covenant must finish and remain beyond the boundaries of the Covenant (c) remove all invasive plants listed in the following documents: <ul style="list-style-type: none"> (i) <i>Biosecurity Act 2014</i> (ii) <i>Sunshine Coast Local Government Area Biosecurity Plan 2017</i> (d) all debris, non-essential infrastructure or stored materials must be removed from the park and covenant(s) This includes, but is not restricted to, green waste, general household or commercial waste, car bodies, fences, building materials and machinery (e) no machinery, equipment, materials or personnel are to enter the protected land unless undertaking works associated with associated Operational Works landscaping.
Geotechnical Consultant	
50.	At all times throughout the construction of the development works, a geotechnical consulting company (the "Geotechnical Consultant") must be appointed that complies with the requirements of Condition 14 of this approval.
Geotechnical Design	
51.	All site and development works must be carried out in accordance with a final geotechnical design that must: <ul style="list-style-type: none"> (a) be undertaken by the Geotechnical Consultant in accordance with the recommendations of the approved Final Geotechnical Design Report required by this approval (b) meet the requirements of the current versions of the following Australian Standards: <ul style="list-style-type: none"> (i) AS3798 - "<i>Guidelines for Earthworks for Commercial and Residential Development</i>", (ii) AS4678 - "<i>Earth-retaining structures</i>" (iii) AS2159 - "<i>Piling – Design and Installation</i>"

	<p>(c) meet the design requirements of the Maroochy Plan 2000 <i>Planning Scheme Policy No. 4</i></p> <p>(d) be certified by a suitably qualified and experienced Registered Professional Engineer, Queensland (RPEQ) that the <u>natural slopes</u> within the development area are stable and will remain stable in the long term. Where there is potential for instability in undeveloped areas (such as, areas of remnant vegetation and the 10 metre buffer area) provide certification that the development has been designed to be unaffected by instability in these areas</p> <p>(e) be certified by a suitably qualified and experienced Registered Professional Engineer, Queensland (RPEQ) that the design of the engineering works comprising the bulk earthworks (excavations, filling and retention systems) have been carried out in accordance with the Final Geotechnical Design Report and will attain a long-term factor of safety against instability of not less than 1.5. This certification must confirm that the design has taken into account all potential external forces that may be applied to the engineering works including, but not limited to, surcharge loads that may reasonably be applied, groundwater pressures, earthquake loadings and the potential effects of ground movement (creep or landslip), if appropriate</p> <p>(f) clearly set out the requirements for all geotechnical inspections and certifications that are necessary to verify that the construction has been, or is being carried out in accordance with the design requirements. This includes the nomination of site specific "Hold Points" for incorporation into the construction methodology and earthworks management plan for the development and the construction management plan.</p>
52.	In the event that aspects of the final geotechnical design cannot be carried out until the construction stage, such as may apply to some retaining walls, a preliminary design must be documented that details the method to be adopted in collecting the required information, processing the information and formulating the final design.
53.	In the event that any part of the geotechnical design is carried out by another party, that part of the geotechnical design must be carried out in accordance with the recommendations of the approved Final Geotechnical Design Report and must be certified by a suitably qualified and experienced Registered Professional Engineer, Queensland (RPEQ). The geotechnical consultant appointed to the development must advise Council and the other party in writing that they have reviewed the design and are satisfied that the design is appropriate for the specific site conditions.
Geotechnical Construction Requirements	
54.	<p>At all times throughout the duration of the bulk earthworks (namely during excavation, filling and the construction of retention systems) the applicant must:</p> <p>(a) ensure that a suitably qualified and experienced geotechnical engineer or engineering geologist remains on site full time monitoring and addressing the development works with particular attention to the stability of the works</p> <p>(b) ensure that the geotechnical engineer or engineering geologist remains on site until the bulk earthworks have progressed to a point where they are secure and will achieve the following minimum factors of safety against instability:</p> <p>(i) 1.3 for temporary works</p> <p>(ii) 1.5 for permanent works</p> <p>(c) under no circumstances, leave unsupported overnight nor for extended periods excavations that exceed 1.0 metres in vertical height, unless approved prior to and in writing by the geotechnical engineer or engineering geologist</p> <p>(d) ensure the geotechnical engineer or engineering geologist is either a Registered Professional Engineer, Queensland (RPEQ) or acts under the direct supervision of a Registered Professional Engineer, Queensland (RPEQ), within the meaning of the <i>Professional Engineers Act 2002</i>.</p>
Construction Management Plan	
55.	All site works must be undertaken in accordance with an Operational Works approval and an overall Construction Management Plan that addresses the following:

	<ul style="list-style-type: none"> (a) details of the proposed construction staging and management of the construction site during different stages (b) details of RPEQ designed access routes for construction purposes, particularly to the lower sections of the site (c) traffic management during all aspects of the construction phase including: <ul style="list-style-type: none"> (i) a traffic management control plan in accordance with the <i>Manual of Uniform Traffic Control Devices (MUTCD)</i> detailing all temporary signage and traffic control measures prior to construction (ii) maintenance of safe pedestrian access for the areas affected by the works during and after daily construction has ceased (iii) proposed fencing to the site during the construction phase of the development (iv) approval of the traffic management control plan by the Department of Transport and Main Roads (TMR) for any works on State-controlled roads (v) provision for worker car parking (d) maintenance and protection of water quality and existing drainage lines through the construction site, through the implementation of appropriate erosion and sediment control measures (e) works programme identifying key components of the works and their respective durations (f) establishment of a communication protocol with the general public, adjoining owners, emergency services and local businesses to advise of agreed construction times, impacts on traffic, services and other relevant issues (g) identification of complaint management procedures including: <ul style="list-style-type: none"> (i) contact details for the on-site manager (ii) dispute resolution procedures (h) details on the location of external fill sites/sources, the haulage route, type of vehicle to be utilised during filling operations and frequency of usage. NOTE: any damage to the existing road system as a result of haulage operations must be fully repaired at the applicant's expense <p>Note: It is acknowledged that the construction management plan will be a draft document requiring finalisation upon appointment of the principal contractor employed to construct the works and a final document will be required to be submitted at the pre-start meeting for the project.</p>
Environmental Performance	
56.	<p>All site works must be undertaken in accordance with a construction phase Environment Management Plan (EMP) prepared and implemented for the operational works phase of the development. The EMP must identify all potential adverse impacts of the works on the environment and detail the measures to be adopted to mitigate and manage the impacts. As a minimum, the EMP must include and address the following:</p> <ul style="list-style-type: none"> (a) air quality and dust control in accordance with the <i>Environmental Protection (Air) Policy 2008</i> (b) flora and fauna management (c) noise control, including operational works hours between 7am – 6pm Monday to Saturday, with no works on Sundays or public holidays (d) site management (e) waste management (f) off-site impacts associated with trucks and machinery, i.e. sediment and soil deposition on roads and dust control.
PART E. REQUIREMENTS FOR WORKS TO BE COMPLETED	
<i>Part E1. The following conditions must be complied with prior to commencement of any site works:</i>	
Fauna Nesting Boxes	
57.	<p>Ten permanent artificial nesting boxes must be installed within the land to be transferred to Council for Bushland Park purposes and within Vegetation Protection Covenant area to provide compensatory habitat for arboreal mammals and hollow dependent avian species. The works must be undertaken in accordance with an Operational Works approval.</p>

<i>Part E1. The following conditions must be complied with during construction and completed prior to commencement of the use:</i>	
Geotechnical Infrastructure	
58.	Geotechnical infrastructure must be provided on the site in accordance with the approved Final Geotechnical Design Report and all other geotechnical requirements of this approval to maintain the stability of the site over the long term.
Landscaping Works	
59.	<p>The development site must be landscaped. The works must be undertaken in accordance with an Operational Works approval and must include in particular:</p> <ul style="list-style-type: none"> (a) protection and revegetation of a densely vegetated perimeter buffer around the site as identified on the Vegetation Management Overlay plan listed as a Referenced Document in this approval. The buffer area must not contain any earthworks, structures, building overhangs, retaining walls, concrete, infrastructure, drainage, utility services or the like (b) deep planting and landscaping to natural ground in the areas identified on the Vegetation Management Overlay plan and <i>Area to have no built form, to be returned to natural condition for in-ground deep planting</i> on the Construction Exclusion Zones Overlay plan listed as Referenced Documents in this approval. All required deep planting areas to be uncompromised by structures, retaining walls, concrete, infrastructure, drainage, utility services or the like (c) landscaping to Box Street road verge to the extent of required civil engineering works including provision of one (1) street tree for every eight (8) metres of road length on each side where practical (d) all works required by the approved Green Wall and Roof Garden Design and Management Plan.
Fencing to Protected Land	
60.	<p>A permanent (colour bond – green, brown or black) chain wire boundary security fence must be constructed along the entire northern and western boundaries of the Lot 7 RP176066 interface of the site with the neighbouring properties. The fence must be constructed in accordance with an Operational Works approval and must be to the following specifications:</p> <ul style="list-style-type: none"> (a) minimum 2.0 m high (b) constructed of fire proof materials (c) concrete footings for all posts, strainers and stays.
61.	<p>A permanent fence must be constructed along the entire length of the interface of the southern-most Vegetation Protection Covenant area with the development. The fence must be constructed in accordance with an Operational Works approval and must be to the following specifications:</p> <ul style="list-style-type: none"> (a) minimum 1.2m high (b) construction fire-proof materials (c) inclusive of a lockable gate for maintenance purposes at specific locations.
External Works	
62.	<p>Box Street must be upgraded for the length of its frontage to the subject site. The works must be undertaken in accordance with an Operational Works approval and must include in particular:</p> <ul style="list-style-type: none"> (a) construction of kerb and channelling both to the development frontage and to the widening of Box Street, as conditioned herein (b) underground stormwater drainage, including management and discharge of this external drainage to a lawful point of discharge with an easement to be established for Box Street and its road reserve (c) widening and sealing of the existing road pavement to provide a minimum pavement width of eight (8.0) metres for the first 43 metres along Box Street to the frontage of 9 Box Street away from 7 Box street. The remaining length of pavement

	<p>up to the southern required cul-de-sac is to be constructed to transition to a pavement width of six (6.0) metres</p> <p>(d) construction of a 1.8 metre pedestrian footpath in accordance with the conditions of this approval from the development along Box Street to the existing footpath to half way along the frontage of 14/10 Box Street</p> <p>(e) truncation of the existing property boundary to suit the provision of the required cul-de-sac to the southern end of Box Street</p> <p>(f) provision of a 100mm yellow line marking, to both sides of the road, in front of the kerb and channelling for the full length of the frontage of 9 Box Street up to the edge of the southern tangent point (TP) of the access to 7 Box Street</p> <p>(g) provision of a minimum 1.5 metre verge width to the southern side of Box Street behind the new kerb line at a 2.5% downgrade</p> <p>(h) provision of a further 3 metre width verge area behind the 1.5 metre area (above). Maximum down slope of 1 in 6</p> <p>(i) construction of a retaining wall or series of walls to suit the verge formation required under items (g) and (h) above</p> <p>(j) provision of safety fencing to the top of the road reserve retaining walls to suit the works in (g), (h) and (i) above. The fencing must be undertaken in accordance with the recommendations of a risk management assessment prepared by a Registered Professional Engineer, Queensland (RPEQ)</p> <p>(k) submit a road pavement condition assessment at the time of lodging the Operational Works application for the full length of Box Street</p> <p>(l) submit a traffic safety assessment at the time of lodging the Operational Works application assessing the inclusion of vehicle barriers to the verge formation (as applicable)</p> <p>(m) removal of the existing rural property access located on the southern end of the Box Street frontage and reinstatement of the verge with kerb, footpath and verge area to match the balance of the site frontage, including the provision of topsoil and turf where the existing verge is grassed</p> <p>(n) installation of Rate 3, P4 standard LED street lighting.</p>
63.	<p>A cul-de-sac* must be constructed to the southern end of Box Street. The works must be undertaken in accordance with an Operational Works approval and must include in particular:</p> <p>(a) sized to accommodate the turning manoeuvre and pavement grade requirements of a Council 10.5 metre Waste Collection Vehicle (WCV recycle) or 9 metre turning circle radius, whichever is greater</p> <p>(b) verge sizing to accommodate road reserve services with a minimum 3 metre width verge to the full cul-de-sac formation</p> <p>(c) dedication of additional land within the development site as road reserve to accommodate the sizing and verge requirements of the cul-de-sac.</p> <p><i>*(Refer to Advisory Note.)</i></p>
Property Access and Driveways	
64.	<p>A sealed access driveway must be provided from Box Street to all parking and manoeuvring areas of the development. The works must be undertaken in accordance with an Operational Works approval and must include in particular:</p> <p>(a) a driveway crossover in accordance with IPWEAQ standard drawing RS-051 Type B and RS-050, and</p> <p>(b) suitable safety measures, including warning signage, to improve driver awareness of pedestrians and enhance pedestrian safety. Warning signage must be provided near the exit ramp from the underground parking area to warn motorists of pedestrian movement along the built form facade.</p>
65.	<p>Clearly visible pavement changes must be constructed at the threshold of the internal road which clearly demarcates the transition from the public road system to the private land. The length of the change in pavement must not be less than 12 metres so that it is not mistaken for a pedestrian crossing. The applicant must arrange certification by a Cadastral Surveyor that the pavement changes accurately demarcate the boundaries of the public and private land.</p>

66.	Alternative materials, patterns, or threshold treatments must be used to articulate the pavement treatment of vehicle movement areas.
External Works (State-Controlled Road)	
67.	<p>The state-controlled intersection of Box Street and King Street must be upgraded. The works must be undertaken in accordance with an Operational Works approval and the requirements of the Queensland Department of Transport & Main Roads and their Road Planning and Design Manual and must include in particular:</p> <ul style="list-style-type: none"> (a) a Type CHR(S) right-turn treatment on the western King Street leg of the intersection for right-turns into Box Street (b) appropriate line marking delineation on the eastern King Street leg opposite the right-turn treatment (c) provision for on-road cyclists on King Street for the length of the required works (d) relocation of existing footpath, kerb, retaining walls, services and other infrastructure in the road reserve as necessary to accommodate the required works.
On-site Car Parking	
68.	<p>Car parking spaces must be provided and marked on the site in accordance with the Approved Plans and the approved Car and Bicycle Parking Study required by the conditions of this approval, and made available and accessible at all times while the use is open for business. The works must be undertaken in accordance with an Operational Works approval and must include in particular:</p> <ul style="list-style-type: none"> (a) delineation of sufficient staff and visitor parking spaces, which are clearly marked for that purpose (b) pedestrian routes in accordance with the conditions of this development approval (c) provision of vandal resistant public lighting with intensities to satisfy the requirements of Australian Standard AS1158: <i>Public Lighting Code</i> (d) disabled parking spaces in accordance with AS2890.6 and as determined by a Traffic Engineering Study and Report by a Registered Professional Engineer, Queensland, RPEQ, skilled and experienced in undertaking studies of similar of a similar scale and scope (e) crossfalls and gradients in accordance with Australian Standard AS2890: <i>Parking Facilities</i>.
69.	Directional signage must be provided to direct guests, visitors and customers to the car parking spaces provided on site.
70.	Where access to the carpark is proposed to be restricted by a security gate, provision must be made for queuing of vehicles clear of the roadway and internal circulation roadways while waiting for the security gate to open.
Service Vehicles	
71.	<p>Service vehicle parking, manoeuvring and standing spaces must be provided on the site. The works must be undertaken in accordance with an Operational Works approval and must include in particular:</p> <ul style="list-style-type: none"> (a) 1 regular access VAN space (b) 1 MRV space (a) occasional access for a LRV to and from Building B (Services Building and Café) (c) regular access and drop-off bay for bus/coach with single movement swept path turn around at the main entry to Building 1 (d) regular access for a 10.5m long WCV.
Pedestrian and Bicycle Facilities	
72.	<p>Pedestrian and bicycle facilities must be provided for the development. The works must be undertaken in accordance with an Operational Works approval and must include in particular:</p> <ul style="list-style-type: none"> (a) a 1.8 metre wide concrete footpath within the road verge for the entire length of the site's frontage to Box street, and continuing up Box Street to where the existing footpath half way across the frontage of 14/10 Box Street. The path must be

	<p>constructed to the development side of Box Street unless its alignment is able to cross, including pedestrian ramps on both sides</p> <ul style="list-style-type: none"> (b) pedestrian pathways between the proposed car parking area and the buildings (c) continuous pedestrian pathways connecting Box Street to Buildings A, B and C (d) adequate separation of all specific pedestrian routes from vehicle access and manoeuvring areas, and clear demarcation by pavement marking, signposts or changes in surface materials or level (e) signage and lighting at strategic locations to direct people to building entries and toilet facilities (f) pedestrian refuge areas at strategic locations within the carpark to ensure safe and convenient congregating of pedestrians waiting to cross major access driveways (g) bicycle parking spaces in accordance with the Approved Plans (h) end of trip facilities involving lockers, male and female showers and change rooms.
Safety and Security	
73.	Bollard or overhead lighting must be provided along all internal footpaths and internal roads with intensities to satisfy the requirements of AS1158 – <i>Lighting of Roads and Public Spaces</i> and the <i>Sunshine Coast Public Lighting Plan</i> .
74.	All building entrances, parking areas, pedestrian areas and loading docks must be well lit with vandal resistant lighting and with intensities to satisfy the requirements of AS1158 – <i>Lighting for Roads and Public Spaces</i> and the <i>Sunshine Coast Public Lighting Plan</i> . Lighting must be directed onto the site or building and away from neighbouring sites. Lighting must be designed to reduce the contrast between shadows and well lit areas.
Electricity and Telecommunication Services	
75.	Unless otherwise stipulated by telecommunications legislation at the time of construction, the development must be provided with all necessary conduits, pits and pipes to accommodate the future connection of optic fibre technology telecommunications.
76.	The development must be provided with underground reticulated electricity, including undergrounding of any new external works required to service the site. The works must be undertaken in accordance with an Operational Works approval.
Water and Sewerage Services	
77.	An underground connection to reticulated water and sewerage must be available and/or where necessary provided to the development site in accordance with the standards and requirements of Northern SEQ Distributor-Retailer Authority (Unitywater).
Stormwater Drainage	
78.	<p>The site must be provided with a stormwater drainage system connecting to a lawful point of discharge. The works must be undertaken in accordance with an Operational Works approval and the Queensland Urban Drainage Manual, and must include in particular:</p> <ul style="list-style-type: none"> (a) the works described in the approved Detailed Stormwater Management Plan for the development (b) extension of the site stormwater system to accommodate stormwater from external to the site, including registration of drainage easements over all drainage structures and concentrated flow paths on private land (c) the use of gravity stormwater drainage and not surcharge pits
Stormwater Quality Management	
79.	<p>A stormwater quality treatment system must be provided for the development. The works must be undertaken in accordance with an Operational Works and Building Works approval, and include stormwater quality treatment devices of a size and location generally in accordance with those shown in Section 5 of the of the preliminary <i>Stormwater Management Plan</i> listed as a Referenced Document in this development approval and must include in particular:</p> <ul style="list-style-type: none"> (a) green roofs on Buildings D, E and F. The green roofs must: <ul style="list-style-type: none"> (i) extend over a minimum of 80% of the roof area of the nominated buildings

	<ul style="list-style-type: none"> (ii) include a minimum growing medium depth of 200mm plus associated underdrainage and waterproof membrane (iii) must store and not discharge the first 50mm of rainfall (iv) include measures to promote the infiltration of short intense rainfall (extended detention) (v) For rainfall which cannot infiltrate into the green roof the controlled collection of this water and discharge to rainwater tanks. (vi) plants to achieve minimum 80% cover and media surface 100% protected from rain impact. (vii) irrigation system (from rainwater tanks) to maintain plant health during dry periods. <p>(b) permeable pavement to be provided to those areas nominated in the preliminary <i>Stormwater Management Plan</i> listed as a Referenced Document in this approval. All, permeable pavement areas must be provided with underdrainage and minimum 300mm thick reservoir layer. Permeable pavement areas must be designed in conjunction with geotechnical engineer.</p>
Stormwater Harvesting	
80.	<p>Operating stormwater harvesting tanks must be provided for the development. The tanks must be provided in accordance with an Operational Works/Building Works approval and must include in particular:</p> <ul style="list-style-type: none"> (a) the details identified in Section 5.4 of the preliminary <i>Stormwater Management Plan</i> listed as a Referenced Document in this approval (b) minimum storage volume of 20 kL for Buildings A, B and C (c) harvesting volume for Buildings D, E and F to be the greater of 5 kL per suite or volume required to ensure 95% of irrigation demand for green roofs met through harvested stormwater (d) re-use of harvested rainwater for internal non-potable uses and outdoor uses.
81.	Overflows from storage tanks must be directed onsite dams or to level spreaders which establish sheet flow to vegetated areas.
Waste Management	
82.	<p>Refuse storage, removal and collection facilities must be provided and must include the following:</p> <ul style="list-style-type: none"> (a) provision of an adequate supply of bulk bins for general and recyclable waste commensurate with the approved use. (b) collection by service vehicles from within the site only in a safe, efficient and unobstructed manner. (c) provision of a functionally accessible communal hardstand impervious area for the permanent storage location and service collection of all bulk bins* (d) maintain continued responsibility of the site management entity, to present bulk bins at the collection area on refuse collection day (e) provision of a purpose built enclosure to the bin storage and collection area, which is screened from the street and adjoining properties by landscaping (f) provision of a readily accessible wash-down area in the vicinity of the permanent bin storage area fitted with a hosecock, bin roll over bund, and drain connected to the sewer that has a stormwater catchment area of no more than 1m². <p>*(Refer to Advisory Note)</p>
83.	<p>The aerobic composting unit must be designed, located and constructed in accordance with the following:</p> <ul style="list-style-type: none"> (a) screened from the street and adjoining properties by fencing and landscaping (b) contained within a roofed and bunded impervious wash-down area, fitted with a hosecock and drain lawfully connected to the sewer.
84.	An inspection must be organised with a Council's Development Services Branch to confirm waste servicing and collection arrangements. Where obstructions to waste collection vehicles and facilities prevent safe and efficient servicing, the obstruction must be removed or rectified.

Acoustic Amenity	
85.	<p>Any fixed mechanical plant and equipment* that causes either tonal (L_{eq}) sound (e.g. from basement car-park exhaust, air conditioning unit or pool filtration unit), or impulse (L_{max}) sound, must be enclosed, shielded and/or positioned to ensure that sound pressure does not exceed the following levels for habitable rooms within dwellings:</p> <p>(a) 40 dB(A) L_{eq} for living and work areas (b) 35 dB(A) L_{eq} for sleeping areas (c) 45 dB(A) L_{max} for all areas</p> <p><i>Note:</i> Measurements must be in accordance with AS 1055.1 - Acoustics – Description and measurement of environmental noise – General procedures. Measurements must be adjusted for tonality and impulsiveness where required, where attenuation is applied for inside to outside calculations, a maximum of 5 dB(A) only is to be applied (i.e. assumed windows fully open) *(Refer to Advisory Note)</p>
86.	<p>An acoustic barrier must be constructed on the site for noise attenuation. The barrier must be constructed in accordance with an Operational Works approval and the following:</p> <p>(a) the barrier must extend along the eastern side of the Services Building (Building B). (b) the barrier must be in the form of a solid wall erected from finished floor level to first floor level. (c) the barrier must be constructed of solid durable materials, and be free from any gaps, windows or openings with a minimum surface density of 12.5kg/m².</p>
87.	<p>The car park areas for the Wellness Spa and the Birdwing Building (Buildings A and C) must be designed and constructed as an enclosed car park facility to minimise noise. In this regard car park facades located closest to site boundaries must be of solid construction elements or walls with no gaps or openings.</p>
Lighting Devices	
88.	<p>Lighting measures and treatments must be incorporated into the design and construction of the development in accordance with the approved Lighting Impact Assessment.</p>
89.	<p>Lighting associated with the use must be designed, shielded, sited, installed and tested to comply with Table 2.1 & 2.2 of AS 4282 - Control of the obtrusive effects of outdoor lighting" using a control level of 1.</p>
PART F. LIMITATIONS ON FINISHED SITE AND BUILDING FORM	
<i>Part F1. The following conditions must be complied with upon completion of construction and continue to be complied with at all times while the use continues to operate:</i>	
Compliance with Approved Plans	
90.	<p>All finished works and building form on the site must comply with the Approved Plans for the development.</p>
Building Height	
91.	<p>The height of all buildings and structures must not exceed the heights above natural ground level identified on the Maximum Height of Buildings and Structures Overlay plan listed as a Referenced Document in this approval in any place or location on the subject site.</p>
Boundary Buffer Setback	
92.	<p>All components of the finished site and building form, including all buildings, retaining walls, driveways, storage areas, paths, stairways, lifts, funicular railway and associated buildings, turnaround areas, balustrades, barriers, above ground infrastructure, basements and hardstand areas must be positioned a minimum of 10 metres from all property boundaries except where otherwise shown on the Construction Exclusion Zones Overlay and Vegetation Management Overlay plans listed as Referenced Documents in this approval.</p>
Site Cover and Development Footprint	

93.	The development footprint comprised of all buildings, retaining walls, driveways, storage areas, paths, stairways, lifts, funicular railway and associated buildings, turnaround areas, balustrades, barriers, above ground infrastructure, basements and hardstand areas must not: <ul style="list-style-type: none"> (a) exceed 50% of the site area of the property (b) encroach into any of the construction exclusion zones identified on the Construction Exclusion Zones Overlay plan listed as a Referenced Document in this approval For the purpose of calculating site cover, the land required to be transferred for Bushland Park purposes under the conditions of this approval may be included in the calculation.
Gross Floor Area	
94.	The gross floor areas of all approved buildings must be generally in accordance with the gross floor areas shown on the Approved Plans.
Building Appearance	
95.	The approved buildings must be constructed such that their external appearance achieves a high quality design finish in accordance with the Approved Plans, with no inclusions or future alterations being made without approval in writing by council.
96.	All air conditioning units or other mechanical equipment must be visually integrated into the design and finish of the building, or otherwise fully enclosed or screened such that they are not visible from the street frontages nor adjoining properties.
5 Star Hotel Design	
97.	Unless otherwise agreed in writing by Council, the following hotel design elements to a standard commensurate with a 5-star hotel must be incorporated into the development: <ul style="list-style-type: none"> (a) a minimum floor area per room of 80m² (b) oversized bathroom facilities (c) minimum of 1000m² of conference/banqueting floor area (d) minimum of two dining outlets/restaurants and separate bar (e) covered porte cochere, sized to accommodate coach arrival (f) resort swimming pool (g) gymnasium (h) day spa and treatment rooms (i) doorman and concierge services (j) 24-hour room service and 24-hour reception (k) large passageways and ceiling heights (l) dedicated service lifts (m) valet Parking (n) high end designer finishes and fit out (o) fully air conditioned internal public areas (p) state of the art room technology
Building Sustainability and Sub-tropical Design	
98.	The development must include the following sub-tropical design and Sunshine Coast character outcomes, which may be either additional to, or incorporated into, achievement of the 6 Star Green Star and the WELL Building Standards required by the conditions of this approval: <ul style="list-style-type: none"> (a) a minimum of 30% of all openings must be operable and orientated to the North (b) shelter from Summer sun, southern storms as well as allowing for daylight, air penetration and a minimum of 3 hours of direct Winter sun penetration (c) external operability to internal spaces to enable control of direct sunlight, whilst providing daylight and a minimum of 3 hours of direct natural sunlight to all living and communal areas in Winter (d) natural air and ventilation to all internal rooms using operable windows, doors, movable walls and large openings to foster a seamless indoor/outdoor connection (e) operable layered facades, awnings, colonnades, external screens, shading devices and structures to protect the occupants from the extremes of weather (rain, wind and sun) by providing cover to all windows, doorways, walkways, private and semi-private outdoor spaces and access terraces

	<p>(f) living green walls, landscape and bio-diversity by ensuring access and a maintenance regime and appropriate and adequate water and nutrients to allow for continuous growth of vertical green walls, elevated roof gardens, internal planting, and deep planting</p> <p>(g) created identity as a Sunshine Coast building by incorporating high quality, iconic design, art, structural and lighting solutions that respond to the site conditions as well as locally-sourced, climatically-appropriate, building materials that are selected for their longevity and resistance to local conditions (e.g. termites, salt, wind etc.)</p> <p>(h) energy, water and waste reduction by implementing technologies that provide charging facilities that enable a minimum of 50% of the parking spaces to accommodate electric vehicles, "net zero" waste, 50% renewable energy use for the total development's energy needs, and water sensitive design that captures and reuses water on site.</p>
Street Identification	
99.	The street address of the development must be clearly visible and discernible from Box Street by the provision of a street number and the facility name. All entry features must be landscaped and located within private land and reflect the residential character of the area.
Acoustic Amenity	
100.	All areas in which live and/or amplified entertainment/music occurs must be acoustically designed, constructed and/or enclosed to contain noise (including patron noise) such that it is not audible at any noise sensitive receptor beyond the boundary of the site.
Night Lighting	
101.	All buildings must be designed and constructed such that the roof structures are impermeable to any internal illuminance and luminaires, and are not visible external to the site during night time hours.
102.	The development must comply with the approved Lighting Impact Assessment.
PART G. LIMITATIONS ON USE AND OPERATION	
<i>Part G1. The following conditions must be complied with prior to commencement of use and compliance maintained at all times while the use continues to operate:</i>	
5 Star Hotel Rating	
103.	The development must maintain a 5-star or higher luxury hotel rating under the Star Ratings scheme administered by the Australian Tourism Industry Council (ATIC) and Star Ratings Australia for the life of the development and must not supplant this rating requirement with any other form of temporary accommodation or hotel of a lower rating. Where that rating scheme is discontinued, or is superseded, the rating scheme to be applied must be the equivalent independent rating scheme in force at the time administered by the official accrediting body for hotel ratings in Australia at that time and as determined in writing by Council.
Green Star Rating	
104.	The development must continue to be operated and the buildings continue to be maintained to ensure it continues to meet or exceed the Green Building Council of Australia's 6 Star "As Designed" and "As Built" certification ratings.
Single Site Management Entity	
105.	The approved development must be operated for the life of the development by a single site management entity as an integrated tourist facility, and the land must not be sub-leased to separate entities or fragmented into separate titles.
Operating Hours	
106.	Any functions on the site must be limited to the following operating hours: (a) 7am to 9pm Sunday to Thursday

	(b) 7am to 11pm Friday and Saturday Exiting patrons associated with any functions on the site (with the exception of resort patrons permitted to stay overnight), must also leave the site within these operating hours. The site management entity is responsible for ensuring that this condition is complied with.
107.	Service vehicle movements associated with the approved use (including loading and unloading) must not occur outside the hours of 7am to 6pm.
Facility Operational Management Plan	
108.	An overall Facility Operational Management Plan must be prepared that covers the whole development site (buildings, structures, infrastructure, water bodies, landscaped areas etc.). The Plan must document future and on-going maintenance and management requirements for all components of the development, including but not limited to the following: <ul style="list-style-type: none"> (a) a Building Maintenance Management Plan that details the ongoing building maintenance requirements for all parts of the buildings based on a 100 year life cycle (b) the approved Final Geotechnical Design Report, including any required amendments to satisfy the conditions of this approval (c) the associated plans of the Final Geotechnical Design Report, including the Boulder Management Plan (d) the Green Wall and Roof Garden Design and Management Plan (e) provision of private inter-allotment stormwater drainage infrastructure through the site (f) asset maintenance and management of all buildings and private infrastructure on the site including driveways and drainage infrastructure (g) the approved Bushfire Management and Evacuation Plan (h) the approved Rehabilitation and Revegetation Plan (i) Safety-in-Design reports for each design discipline.
109.	The development must be managed and maintained in accordance with the overall Facility Operational Management Plan and its sub-components for the life of the development.
110.	The overall Facility Operational Management Plan for the development and its components must be kept on site, maintained and made available for inspection at any time upon request by Council.
Duration of Accommodation	
111.	The approved accommodation component of the development must be used to provide short-term accommodation for tourists or travellers for a temporary period of time, not exceeding three consecutive months. The accommodation must not be occupied by persons for the purpose of permanent accommodation, excluding those persons in the manager's and caretaker's residences.
Maintenance of Landscaping	
112.	All landscape works and protected vegetation areas must be maintained in accordance with the approved design for the life of the development, and in a manner that ensures healthy, sustained and vigorous plant growth. All plant material must be allowed to grow to full form and be refurbished when its life expectancy is reached.
113.	Green walls, roof gardens and permeable pavement must be maintained in accordance with the approved Green Wall and Roof Garden Design and Management Plan for the life of the development.
Boundary Buffer Setback	
114.	The boundary setback buffers and all other areas identified for protection under covenant on the Vegetation Management Overlay plan listed as a Referenced Document in this approval must remain as a natural landscaped buffer uncompromised by storage, infrastructure or any other general use for the life of the development.

Carparking and Access Driveways	
115.	All car parking areas and access driveways must be maintained exclusively for vehicle parking and manoeuvring and kept in a tidy and safe condition at all times.
Waste Management	
116.	Waste must be managed in accordance with the approved design for the life of the development. The site management entity must continue to present bins at the collection area on refuse collection day.
Renewable Energy	
117.	The development must implement the use of solar power or other pollution reducing renewable energy sources to supply a minimum of 50% of the development's energy needs.
Air Quality	
118.	The release of noxious or offensive odours or any other noxious or offensive airborne contaminants resulting from the use must not cause a nuisance at any nuisance sensitive or commercial place beyond the boundaries of the site.
Acoustic Amenity	
119.	The layout, design and operation of the development must comply with the <i>Background Creep</i> noise criteria in Section 10 of the <i>Environmental Protection (Noise) Policy 2008</i> must be achieved for all sensitive receptors beyond site boundaries.
120.	Any live and/or amplified entertainment/music must only occur in acoustically designed, constructed and/or enclosed areas to contain noise (including patron noise) such that it is not audible at any noise sensitive receptor beyond the boundary of the site.
121.	Service vehicle movements including waste collection, associated with the approved uses on the premises (including loading and unloading) must not occur outside the hours of 7am to 6pm Monday to Saturday, and not at all on Sundays or public holidays.
122.	Where complaints (other than frivolous or vexatious complaints) are made to Council about noise from the approved use, Council may require the site management entity to: <ul style="list-style-type: none"> (a) submit a Noise Impact Assessment prepared by a qualified person* in accordance with the <i>Planning scheme policy for the nuisance code</i>, and/or (b) undertake further noise amelioration measures or operations, install volume limiting devices or barriers and/or shield or relocate mechanical plant and equipment and have such measures certified by a qualified person*. <p>*(Refer to Advisory Note)</p>
Commercial Kitchen Exhaust	
123.	Kitchen exhaust points for the development must be located and operated in accordance with AS 1668.2 - <i>The use of ventilation and airconditioning in buildings</i> " (specifically Section 3.10 – <i>Air Discharges</i>).
Night Lighting	
124.	The development must comply with the approved Lighting Impact Assessment for the life of the development.
Environmental Performance	
125.	A complaints management procedure for the site must be prepared and implemented. The complaints management procedure must include the following: <ul style="list-style-type: none"> (a) a contact person with whom complaints can be lodged (b) a clearly defined procedure for responding to, investigating and resolving complaints (c) a notification protocol to all complainants of the outcome of complaint investigations.

	A record of all complaints and investigation results including corrective actions must be maintained and made available for inspection at any time upon request by Council.
126.	Any waste liquids including waste water from wash down and/or sanitising operations must be lawfully directed to the sewerage system or collected for recycling or disposed of by a licensed waste contractor.
General Maintenance of Site	
127.	The landowner must maintain the grounds and facility in a tidy and safe condition and in a general state of repair at all times, including during any prolonged period where the use is not operating.
PART H. CERTIFICATIONS REQUIRED TO BE SUBMITTED	
<i>Part H1. The following conditions must be complied with in accordance with the timing specified in each condition:</i>	
Geotechnical Certifications	
128.	<p>The following geotechnical certifications must be submitted to Council from a suitably qualified and experienced Registered Professional Engineer in Queensland (RPEQ):</p> <p>(a) prior to design commencing, complete and have signed off by a suitably qualified and experienced Registered Professional Engineer, Queensland (RPEQ) the Final Geotechnical Design Report and any accompanying drawings, as having been prepared under the "direct supervision" of an RPEQ. Include in this certification a statement that all of the likely geotechnical risks associated with the design and construction of the proposed development have been addressed</p> <p>(b) prior to requesting and holding a pre start meeting and construction commencing, have certified each element of the geotechnical design that is related to slope stability, including (but not be limited to) the issues raised in the Final Geotechnical Design Report for the following key areas:</p> <ul style="list-style-type: none"> (i) excavations along the northern boundary (ii) bridge and dam area (iii) bulk earthworks (iv) excavations, filling and retention systems (v) existing natural areas of potential instability (vi) disposal of excavated material <p>This certification must include local and global stability for both short term and long term conditions, certifying that the designs have been carried out to achieve a short term factor of safety of not less than 1.3, and a long term factor of safety of not less than 1.5</p> <p>(c) during the construction phase of the bulk earthworks, progressive certification for the works must be provided. On completion of each phase of the bulk earthworks (excavation, filling and retention systems) certification must be provided that the works have been constructed in accordance with the geotechnical design and that the works attain a long term factor of safety of not less than 1.5</p> <p>(d) during the construction phase of the bulk earthworks, if there are any changes from the geotechnical design, these changes must be fully documented in an Addenda Report to the Final Geotechnical Design Report and submitted to Council for approval. The Addenda Report must include certification for local and global stability for both short term and long term conditions. The certification must confirm that the changes in design attain a short term factor of safety of not less than 1.3, and a long term factor of safety of not less than 1.5</p> <p>(e) prior to the commencement of any building works, provide certification from a RPEQ that the proposed building plans address all of the geotechnical risks associated with the proposed construction works and that works undertaken in accordance with the plans will not pose any significant risk to the stability of the site or adjacent properties. The certification must include documented stability analyses that includes the proposed building works and demonstrates the attainment of a long term factor of safety against instability of not less than 1.5</p>

	<p>(f) if there are any changes from the certified building plans during construction, these design changes must be documented and certified that the changes attain a long term factor of safety against instability of not less than 1.5</p> <p>(g) update the development's overall Facility Operational Management Plan to account for any changes in the geotechnical design that impact upon on-going maintenance and management activities for the buildings, structures and the site</p> <p>(h) geotechnical certifications for all as-constructed footings must be provided before the next stage of construction commences. The certifications must confirm that the footings are constructed in accordance with the geotechnical design and are suitable for the specific conditions encountered during construction at each location. The certification must confirm that the footings, as constructed, do not adversely affect, or are not adversely affected by, local or global instability of the site and attain a long term factor of safety against instability of not less than 1.5</p> <p>(i) certification of the design's structural components prior to commencement of use.</p>
WELL Building Standard and Green Star Rating Certifications	
129.	<p>The following certifications must be submitted to Council from a Green Star Accredited Professional having a current registration with the Green Building Council of Australia:</p> <p>(a) prior to any site works commencing, certification together with documented reasoning that the development project has achieved a 6 Star Green Star rating in the category of "As Designed"</p> <p>(b) prior to commencement of use, certification together with documented reasoning that the development project has achieved a 6 Star Green Star rating in the category of "As Built"</p> <p>(c) prior to commencement of use, certification that a maintenance and review plan is in place to maintain the buildings to the certified standard and that the buildings will continue to be managed to meet or exceed the Green Building Council of Australia's 6 Star "As Designed" and "As Built" ratings.</p>
130.	<p>The following certifications must be submitted to Council from a WELL Building Professional having a current registration with the International WELL Building Institute:</p> <p>(a) prior to issue of a Building Approval, certification together with documented reasoning that the development project has achieved a Gold Standard level in the category of "Preconditions"</p> <p>(b) prior to commencement of use, certification together with documented reasoning that the development project has achieved a Gold Standard level in the category of "Optimizations"</p> <p>(c) prior to commencement of use, certification that a maintenance and review plan is in place to maintain the buildings to the certified standard and that the buildings will continue to be managed to meet or exceed the Gold Standard level of the International WELL Building Institute.</p>
Eco Tourism Certification	
131.	<p>Prior to commencement of use, certification must be submitted from Ecotourism Australia that the development has achieved both Advanced ECO and Respecting Our Culture (ROC) certification from Ecotourism Australia.</p>
Building Height	
132.	<p>Certifications must be submitted to Council from a cadastral surveyor for each building that certify that the buildings are being constructed in accordance with the Approved Plans and will not exceed the maximum height requirement of this approval, at the following milestones in the construction process:</p> <p>(a) after slab being poured</p> <p>(b) when the floor level of each level has been completed</p> <p>(c) prior to the construction of the roof being commenced</p> <p>(d) post building completion (prior to use commencing)</p>
Site Cover and Development Footprint	

133.	Both prior to and after all building slabs being poured, certification must be submitted to Council from a cadastral surveyor which certifies that the buildings do not exceed the maximum building footprint requirement of this development approval and that the development has not encroached on the vegetation to be retained or any area identified for protection and to remain free of built form on the Construction Exclusion Zones Overlay and Vegetation Management Overlay plans listed as Referenced Documents in this approval.
<i>Part H2. The following conditions must be complied with prior to commencement of the use:</i>	
Compliance with Approved Building Form	
134.	Certification and "as constructed" plans and drawings must be submitted to Council from a cadastral surveyor and an Architect registered in Queensland which certifies and demonstrates that all finished works and building form on the site complies with the Approved Plans for the development.
Bushfire Management	
135.	Certification must be submitted to council from a qualified person* which certifies that any site and development works required by the approved Bushfire Management and Evacuation Plan for the development have been completed. <i>*(Refer to Advisory Note)</i>
Utility Services	
136.	Certification must be submitted to Council from all relevant service providers which certifies that the development has met the electricity and telecommunication services requirements of this development approval and all applicable legislation at the time of construction.
137.	A certificate of completion from the Northern SEQ Distributor-Retailer Authority (Unitywater) must be submitted to Council that certifies an underground connection to reticulated water and sewerage has been provided.
Stormwater Harvesting Tanks	
138.	Certification must be submitted to Council from a qualified person* which certifies that the rainwater collection tanks and associated reticulation have been installed in accordance with the requirements of this development approval. <i>*(Refer to Advisory Note)</i>
Acoustic Amenity	
139.	Certification must be submitted to Council from a qualified person* that the development has been constructed in accordance with the Acoustic Amenity conditions of this development approval. <i>*(Refer to Advisory Note)</i>
Lighting Devices	
140.	Certification must be submitted to Council from a qualified person* that all lighting devices comply with the requirements of this development approval, including night lighting in accordance with the approved Lighting Impact Assessment for the development. <i>*(Refer to Advisory Note)</i>
PART I. REQUIREMENTS FOR PERFORMANCE BONDS	
<i>Part I1. The following conditions must be complied prior to commencement of any site works:</i>	
Tree Protection Bond	
141.	A bank guarantee or a bond of \$100,000 must be lodged as security for the protection of all vegetation identified on the Vegetation Management Overlay plan listed as a Referenced Document in this approval. The bond: (a) may be drawn upon by Council in its entirety if any one tree identified for retention is damaged to the point where the tree cannot be saved (as confirmed by the project arborist and agreed in writing by Council)

	(b) will be returned upon practical completion of all the operational works relating to this development.
Uncompleted Construction Works Stabilisation Bond	
142.	<p>A bank guarantee or a bond must be lodged and maintained for works required to rehabilitate, revegetate and stabilise the land for the long term, should works cease during the construction period for any reason for a period of longer than 3 months or an alternative period agreed to by Council. The bank guarantee or bond must amount to 1.5 times the costs documented in the costing schedule approved by Council under the conditions of this approval, and may be staged to match construction staging where construction staging is approved by Council as part of an Operational Works approval and the Construction Management Plan required by this approval. The bond or bank guarantee may be drawn upon by Council at its discretion in the event of works ceasing for a period of longer than 3 months, and may be used to undertake the following types of works, or similar, as deemed necessary by Council:</p> <ul style="list-style-type: none"> (a) construction of stabilising bunds against excavations (b) flattening of steep batters (c) construction of stormwater runoff control measures (d) sediment fences (e) clearing the site of all rubble, debris and demolition materials (f) grading the site to prevent ponding (g) turfed and/or landscaping the site to prevent erosion <p>The bond or bank guarantee will be returned upon practical completion of all the operational works relating to the development, as applicable to the relevant construction stage.</p>
PART J. REQUIREMENTS FOR MODIFICATION TO THE LAND TITLE	
<i>Part J1. The following conditions must be complied with prior to commencement of any site works:</i>	
Easements	
143.	Unless otherwise agreed in writing by the relevant service provider, any public or third party infrastructure located on the subject site must be placed within an easement registered against the title of the property.
144.	All easements must be designed in accordance with the planning scheme, unless an alternative design is agreed to by Council in writing following a detailed engineering design, and granted at no cost to the Grantee. Where the Grantee is Council or a service authority, the easement documentation must be in accordance with the Grantee's standard easement terms. Draft easement documentation must be submitted to Council for endorsement.
145.	A minimum 4 metre wide easement for drainage purposes must be registered against the title of the property in favour of Council over the proposed easement identified along the eastern boundary of the site on the <i>Layout Plan</i> listed as a Referenced Document in this development approval. This easement must extend to the Box Street road reserve.
146.	Minimum 4 metre wide easements for drainage purposes must be registered against the title of the property in favour of Council generally in accordance with the proposed easements identified on the <i>Layout Plan</i> listed as a Referenced Document in this development approval. These easements must be continuous through the site and connect stormwater from Lot 5 SP111730 to the proposed easements downstream of the site.
147.	Easements for drainage purposes must be registered in favour of Council against the title of Lot 2 RP27981 which convey stormwater from the development. The easements must be registered over the proposed easements identified on the <i>Preliminary Stormwater and Sewerage Easement Plan</i> listed as a Referenced Document in this development approval.
148.	A minimum 4m wide easement for drainage purposes must be registered in favour of Council against the title of Lot 3 RP27982 which convey stormwater from the development to the existing easement on Lot 2 RP27981.

<i>Part J2. The following conditions must be complied with prior to commencement of the use:</i>	
Transfer of Land for Bushland Park	
149.	The land the area identified <i>Land to be transferred</i> on the Vegetation Management Overlay plan listed as a Referenced Document in this approval must be transferred to council in fee simple for Bushland park purposes. The land to be transferred is "non-trunk infrastructure" for the purposes of the <i>Sustainable Planning Act 2009</i> .
150.	All land to be transferred must be unencumbered by services such as pump stations, services easements or similar operational uses.
151.	The land owner/developer must be responsible for all costs associated with the transfer of the land, including the requirement to obtain a valuation for the land from a registered property valuer and to pay all transfer duty upon transfer.
152.	One original signed and 'stamped' Queensland Titles Registry and Form 1 Transfer and Form 24 must be lodged with Council for endorsement prior to the registration of title, together with a survey plan and a copy of the land valuation.
153.	Where the creation of the land to be transferred constitutes assessable development requiring a development permit for reconfiguring a lot, the development permit must be obtained by the applicant at no cost to Council.
Vegetation Protection Covenant	
154.	A vegetation protection covenant must be registered against the titles of the properties over the area identified as being protected under covenant on the Vegetation Management Overlay plan listed as a Referenced Document in this approval, pursuant to Section 97A(3)(b) of the <i>Land Title Act 1994</i> . The covenant document and a survey plan must be submitted to Council for endorsement prior to lodgement with the relevant titles authority. The covenant document must: <ul style="list-style-type: none"> (a) incorporate the requirements of this decision notice (b) include Sunshine Coast Council as Covenantee (c) reference Queensland Land Registry Standard Terms Document No. 715219876.
155.	The following clauses must be included in all proposed vegetation covenant documents <ul style="list-style-type: none"> (a) the Covenantor further covenants with the Covenantee that all lot owners of lots upstream from the Land and the Covenantee must have full and free right at all times to allow for uninterrupted flow of creek and rainwater and drainage of all kinds inclusive of stormwater runoff flowing in concentration either continuously, intermittently or occasionally over and along the surface of the Covenant Area (b) nothing in this covenant may be construed as allowing any person or entity other than the Covenantee to perform drainage works within the Covenant Area.
156.	If a provision included in the covenant document is requisitioned or refused registration by the relevant titles authority, a substitute provision must be included in the document which as nearly as practicable addresses the objective sought by the requisitioned or refused provision. The wording of the substitute provision must be agreed by Council.
Dedication of Land for Road Reserve	
157.	The land area for a R9 road cul-de-sac on the subject site must be dedicated/truncated for road reserve including standard verge widths in accordance with the standards of the <i>Sunshine Coast Planning Scheme 2014</i> . The land to be dedicated is "non-trunk infrastructure" for the purposes of the <i>Sustainable Planning Act 2009</i> .
Amalgamation of Lots	
158.	The two lots that are subject of the approval must be amalgamated or alternatively reconfigured in title such that the entire development remains on a single allotment.