

Queensland



**LOCAL GOVERNMENT
(ROBINA CENTRAL
PLANNING AGREEMENT)
AMENDMENT ACT 2003**

Act No. 17 of 2003

Queensland



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CENTRAL PLANNING AGREEMENT)
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SCHEDULE 3

ROBINA CENTRAL SECOND AMENDING AGREEMENT

Queensland



Local Government (Robina Central Planning Agreement) Amendment Act 2003

Act No. 17 of 2003

An Act to amend the *Local Government (Robina Central Planning Agreement) Act 1992*

[Assented to 9 May 2003]

The Parliament of Queensland enacts—

1 Short title

This Act may be cited as the *Local Government (Robina Central Planning Agreement) Amendment Act 2003*.

2 Act amended

This Act amends the *Local Government (Robina Central Planning Agreement) Act 1992*.

3 Amendment of s 2 (Definitions)

(1) Section 2, definitions “amending Act”, “further agreement” and “site”—

omit.

(2) Section 2—

insert—

‘**“first amending Act”** means the *Local Government (Robina Town Centre Planning Agreement) Amendment Act 1996*.

“further agreement” means an amending agreement, other than the first amending agreement or the second amending agreement, the proposed form of which is approved under an Act.

“second amending Act” means the *Local Government (Robina Central Planning Agreement) Amendment Act 2003*.

“second amending agreement” means an agreement in the form of the agreement set out in schedule 3 and made by the parties named in the agreement.

“site” means—

- (a) before the making of the first amending agreement—the land described in the planning agreement, first schedule, parts 1 and 2; and

- (b) after the making of the first amending agreement and before the making of the second amending agreement—the land described in the planning agreement, first schedule, parts 1, 2, 7 (section 2) and 10; and
- (c) after the making of the second amending agreement—the land described in the planning agreement, first schedule, parts 1, 2, 7 (section 2), 10, 11 and 12.’.

(3) Section 2, definition “1995 planning scheme”, ‘amending Act’—
omit, insert—
‘first amending Act’.

(4) Section 2, definition “planning agreement”, paragraph (b), after ‘amending agreement’—
insert—
‘, the second amending agreement’.

4 Insertion of new s 3AA

After section 3A—

insert—

‘3AA Rezoning of land for second amending agreement

‘(1) This section applies despite sections 3 and 3A and only when the second amending agreement is made.

‘(2) Category E land is included, for the modified planning scheme, in the zone mentioned in column 3 for the land.

‘(3) Category F land is excluded from its zoning, mentioned in column 2 for the land, under the 1995 planning scheme and included, for the modified planning scheme, in the zone mentioned in column 3 for the land.

‘(4) Category G land is excluded from its zoning, mentioned in column 2 for the land, under the modified planning scheme and included, for the modified planning scheme, in the zone mentioned in column 3 for the land.

‘(5) Category H land is excluded from its zoning, mentioned in column 2 for the land, under the existing planning scheme and included, for the modified planning scheme, in the zone mentioned in column 3 for the land.

‘(6) In this section—

“category E land” means the land described in the planning agreement, first schedule, part 11, column 1.

“category F land” means the land described in the planning agreement, first schedule, part 12, column 1.

“category G land” means the land described in the planning agreement, first schedule, part 13, column 1.

“category H land” means the land described in the planning agreement, first schedule, part 14, column 1.

“column” means a column shown in the planning agreement, first schedule, parts 11 to 14.’.

5 Amendment of s 4A (Notice of making of amending agreements)

Section 4A, after ‘amending agreement’—

insert—

‘, the second amending agreement’.

6 Amendment of s 5 (Status of planning agreement)

(1) Section 5(2), from ‘for the purposes’ to ‘applicable’—

omit, insert—

‘the planning scheme applying’.

(2) Section 5(3)(b), ‘the amending Act’—

omit, insert—

‘this Act’.

(3) Section 5(3)(c) and (d), from ‘as in force’ to ‘this Act’—

omit.

7 Replacement of s 6 (Amendment of planning agreement)

Section 6—

omit, insert—

‘6 Amendment of planning agreement

‘Before a further agreement may be made—

- (a) firstly, the process stated in the *Integrated Planning Act 1997*, schedule 1, for amending a planning scheme up to, but not including, the adoption stage must be complied with for the proposed agreement; and
- (b) secondly, the form of the proposed agreement must be approved under an Act.’.

8 Amendment of s 10 (Savings and transitionals for use rights and approvals)

(1) Section 10, heading, from ‘**transitionals**’—

omit, insert—

‘**transitional provisions for first amending agreement**’.

(2) Section 10(3), ‘planning agreement’—

omit, insert—

‘modified planning scheme’.

9 Insertion of new s 11

After section 10—

insert—

‘11 Savings and transitional provisions for second amending agreement

‘(1) This section applies only when the second amending agreement is made.

‘(2) A use of premises in the site that was lawful immediately before the making of the second amending agreement is taken to be a lawful use of the premises under the modified planning scheme.

‘(3) Each prescribed approval granted by the Council of the City of Gold Coast before the making of the second amending agreement continues to have effect as if it were granted under the modified planning scheme after the making.

‘(4) However, if a prescribed approval granted by the Council of the City of Gold Coast before the making of the second amending agreement is subject to a time constraint, the time constraint must be measured from the day the approval was granted.

‘(5) In this section—

“**prescribed approval**” means an approval, consent or permission granted for land in the site.’.

10 Insertion of new sch 3

After schedule 2—

insert—

‘SCHEDULE 3

‘ROBINA CENTRAL SECOND AMENDING AGREEMENT

section 2, definition “second amending agreement”

THIS AGREEMENT is made the day of 2003.

BETWEEN:

ROBINA LAND CORPORATION PTY LTD ACN 010 159 387 a company incorporated in the State of Queensland and having its registered office at Suite 1, Riverwalk One, 140 Robina Town Centre Drive, Robina Town Centre, Robina in the State of Queensland (in this Agreement called “Robina”)

AND:

ROBINA PROPERTIES PTY LTD ACN 010 147 038 a company incorporated in the State of Queensland and having its registered office at Suite 1, Riverwalk One, 140 Robina Town Centre Drive, Robina Town Centre, Robina in the State of Queensland (in this Agreement called “Robina Properties”)

AND

COUNCIL OF THE CITY OF GOLD COAST of Nerang-Southport Road, Nerang in the State of Queensland (in this Agreement called “the Council”)

RECITALS

- 1.1 Robina, Robina Properties and the Council (formerly the Albert Shire Council) entered into the Robina Central Planning Agreement on 18 September 1992 (“the Planning Agreement”).
- 1.2 The Planning Agreement was given the force of law by the Local Government (Robina Town Centre Planning Agreement) Act 1992.
- 1.3 The Local Government (Robina Town Centre Planning Agreement) Act 1992 was amended by the Local Government (Robina Town Centre Planning Agreement) Amendment Act 1996.
- 1.4 The Local Government (Robina Central Planning Agreement) Act 1992 was amended by the Local Government (Robina Central Planning Agreement) Amendment Act 2003.
- 1.5 The Local Government (Robina Town Centre Planning Agreement) Act 1992 provided for the Planning Agreement to be amended by a further agreement.
- 1.6 The Planning Agreement was amended by the Robina Central Planning Agreement Amendment Agreement made between the Parties on 27 May 1996 (“the First Amending Agreement”).
- 1.7 Robina, Robina Properties and the Council have agreed to further amend the Planning Agreement as provided by this Second Amending Agreement and have undertaken the lawful

procedures and actions necessary to seek approval of the Second Amending Agreement.

- 1.8 Robina, Robina Properties and the Council will execute this Second Amending Agreement after the commencement of the Local Government (Robina Central Planning Agreement) Amendment Act 2003.
2. The Parties now enter into this Agreement and undertake and agree as follows:-

- 2.1 The Parties agree that the Planning Agreement be amended as follows:-

Clause 2

Insert:-

- 2.15 During the course of development of the combined site some roads have been closed in conjunction with the opening of new roads. The areas of closed road have been acquired by Robina and amalgamated with adjoining allotments. Council, Robina and Robina Properties have agreed that the land described in Column 1 of Part 11 of the First Schedule be subject to this agreement and be excluded from the zone in Column 2 of Part 11 of the First Schedule and be included in the zone shown in Column 3 of Part 11 of the First Schedule.
- 2.16 Two areas of land adjoining the combined site are to be developed with that land and it is appropriate for them to be included in the combined site. Council, Robina and Robina Properties have agreed that the land described in Column 1 of Part 12 of the First Schedule be subject to this agreement and be excluded from the zone in Column 2 of Part 12 of the First Schedule and be included in the zone shown in Column 3 of Part 12 of the First Schedule.
- 2.17 During the course of development of the combined site the land in the Special Facilities (Robina Town Centre Core) Zone was physically divided by Robina Town Centre Drive leaving approximately 1.611 hectares on

the western side of Robina Town Centre Drive. Council, Robina and Robina Properties have agreed the land described in Column 1 of Part 13 of the First Schedule be excluded from the zone in Column 2 of Part 13 of the First Schedule and be included in the zone shown in Column 3 of Part 13 of the First Schedule.

- 2.18 The Northern Frame Land was intended to be developed for golf course, hotel and residential uses. Studies undertaken by Council and Robina show that parts of the low lying land are more suited to environmentally sensitive uses and the balance should be developed for residential uses and commercial uses consistent with uses in the adjoining land in the Special Business Zone. Council, Robina and Robina Properties have agreed that the land described in Column 1 of Part 14 of the First Schedule be excluded from the zone in Column 2 of Part 14 of the First Schedule and be included in the zone shown in Column 3 of Part 14 of the First Schedule.

Clause 8

Delete clause 8.2.

Clause 26

Insert:-

Upon application to Council for its consent under this clause, Council may impose as a condition of its consent conditions of subdivision, which it might otherwise lawfully have imposed on the application for subdivision creating the management lot, but for its being a management lot.

Clause 99

- (a) Definition of “Combined Site”:-

Insert the words “11 and 12” after the number “10” and delete “Part 11” and insert “Part 15”.

- (b) definition “Detailed Development approval”:-

Delete the definition.

- (c) Definition “DOT”:-

Delete the definition.

Insert:-

“DMR” means the Department of Main Roads

(d) Definition “Precinct”.

Delete definition insert new definition “Precinct” means part of an area shown on the Precinct Plan 2/2/5B or any amended Precinct Plan.

(e) Definition “Robina Town Centre Core or Core”:-

Add after the words “First Schedule” the words “other than the land described in Part 13 of the First Schedule.

Throughout the Agreement delete “DOT” and insert “DMR”

FIRST SCHEDULE

Delete all references to the “Northern Flood Plain” and replace them with “Northern Frame”.

First Schedule Part 11

Part 11 is to be renumbered Part 15.

First Schedule Parts 11, 12, 13 and 14

Insert new parts 11, 12, 13 and 14 as follows:-

FIRST SCHEDULE (continued)

PART 11

ADJUSTMENT LAND

Column 1 Description of Land	Column 2 Existing Zoning	Column 3 New Zoning
That part of lot 771 on RP 909431 identified as Parcel A on Brown & Pluthero Drawing No. 12163D, and more particularly described in the metes and bounds description both of which are Document 1/1/21	Unzoned	Special Business
That part of Lot 861 on CP 900093 identified as Parcel B on Brown & Pluthero Drawing No 12164D, and more particularly described in the metes and bounds description both of which are Document 1/1/22	Unzoned	Special Business
That part of Lavers Road identified as "Road to be closed" on Brown & Pluthero Drawing No 12167D, and more particularly described in the metes and bounds description both of which are Document 1/1/23	Unzoned	Special Business

PART 12

ADJUSTMENT LAND

Column 1 Description of Land	Column 2 Existing Zoning	Column 3 New Zoning
That part of Lot 133 on RP 886529 identified as Parcel C on Brown & Pluthero Drawing No 12165D, and more particularly described in the metes and bounds description both of which are Document 1/1/24	Future Urban	Special Business
That part of Lots 134 and 144 on RP 886531 identified as Parcel D on Brown & Pluthero Drawing No. 12166D, and more particularly described in the metes and bounds description both of which are Document 1/1/25	Future Urban	Special Business

PART 13

ADJUSTMENT LAND

Column 1 Description of Land	Column 2 Existing Zoning	Column 3 New Zoning
That part of Lot 156 on RP 892177 and that part of Lots 154 and 986 on SP 100234 identified as Parcel F on Brown & Pluthero Drawing No. 12168D, and more particularly described in the metes and bounds description both of which are Document 1/1/26	Special Facilities (Robina Town Centre Core)	Special Business

PART 14

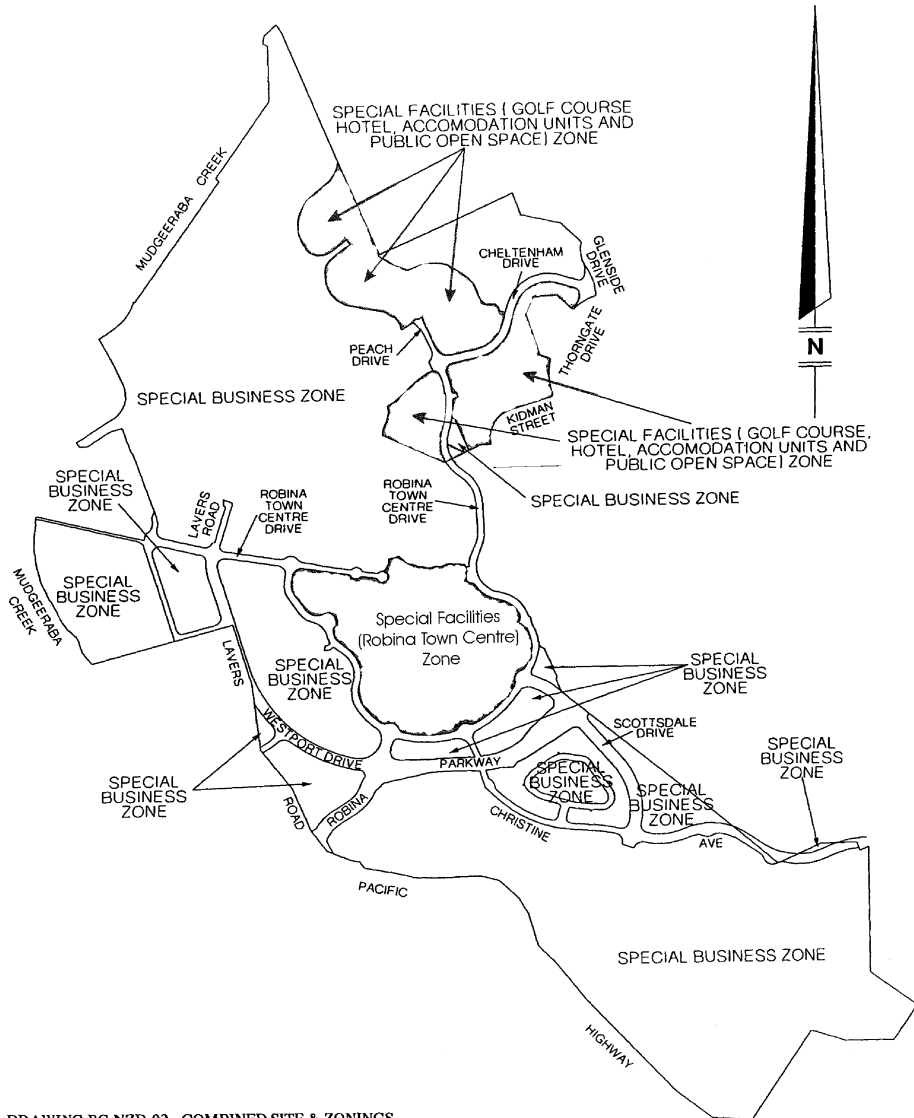
ADJUSTMENT LAND

Column 1 Description of Land	Column 2 Existing Zoning	Column 3 New Zoning
<p>That part of Lot 9 on RP900112, part of Lots 11 and 869 on RP 892163, part of Lot 894 on RP892161, part of Lot 731 on SP100219 and part of Lot 752 on SP100218 identified as Parcel G on Brown & Pluthero Drawing No 12169C, and more particularly described in the metes and bounds description both of which are Document 1/1/27 and Lot 88 on RP 900115 and Lot 51 on RP 909432 identified as Parcel H on Brown & Pluthero Drawing No 12170C and more particularly described in the metes and bounds description both of which are Document 1/1/28.</p>	<p>Special Facilities (Golf Course, Hotel, Accommodation Units and Public Open Space)</p>	<p>Special Business</p>

First Schedule Part 15

Delete Drawing RC-NZD-01 Combined Site and Zonings

Insert -



DRAWING RC-NZD-02 - COMBINED SITE & ZONINGS

SECOND SCHEDULE

Delete all references to “DOT” and insert “DMR”.

Delete all references to the “Northern Flood Plain” and replace them with “Northern Frame”.

Second Schedule Clause 3.4

Delete the words “and 11” and insert the word “and” after figure 9.

Second Schedule Clause 11

Delete the word “proposed” in paragraphs 2 and 3.

Second Schedule Clause 14

Delete Clause 14.

Insert -

“14 Robina may, from time to time, with the approval of Council amend the structure plan, the master plan, the open space and pathway network plan, Table 2/2/7 and the precinct plans to reflect change, more detailed planning and market expectations. Robina must consult with Council on a proposed revision of a plan and must provide any relevant information in support of its proposed revision as may reasonably be required by Council. Robina must to the extent possible, take into account Council’s reasonable and relevant requirements. When Robina amends a plan it must lodge the revised plan with Council which plan will replace and be substituted for the previous plan. The provisions of Section 10 of the RCPA do not apply to an amendment under this clause.”

Second Schedule Clause 15

Delete the last paragraph

Insert:

“There is a physical constraint on the ultimate development in that the infrastructure for which this agreement provides is designed to service an equivalent population of 23,000 persons (more or less) residing or working within Robina Central.

Following examination of the Regional Framework for Growth Management 2000 and the Activity Centre Strategy (Gold Coast City Council, 1998) Council has identified that Robina Central must provide approximately 12,500 to 15,000 employment opportunities when the Gold Coast reaches a population of 700,000. This is a significantly smaller number in equivalent person terms than that provided for in the original of this agreement in 1992 (previously 18,000). The area of land needed to provide those employment opportunities including that already developed or included in approved Plans of Development at June 1999 is 94.67 hectares which is some 54 hectares less than the land area originally set aside for commercial purposes and which had it not been so set aside would otherwise have been developed for residential purposes. The planning for the ultimate development (and for each area and precinct) must take these constraints into account.

Development which will generate an equivalent population significantly exceeding 23,000 persons is not permitted”.

Second Schedule Clause 15A

Insert:-

“15A Primary Concepts and Intentions - Commercial Land

Consistent with the intent for Robina Central, the Regional Framework for Growth Management and the Gold Coast City Council Activity Centre Strategy adopted by Council on 17 April 1998, Robina Central as a Key Regional Centre is intended to provide approximately 12,500 to 15,000 employment opportunities when the Gold Coast reaches its maximum projected population of 700,000 of which approximately 3,500 have been provided (June 1999).

Planning for Robina Central must therefore ensure there is sufficient land and infrastructure capacity reserved for those employment opportunities remaining to be provided.

Table 2/2/7 identifies the land requirements to accommodate those employment opportunities and in an indicative way a likely distribution of land areas on a Precinct by Precinct basis.

Robina must when seeking Council approval of a Plan of Development demonstrate the manner in which the indicative

land allocation for that Precinct as shown in Table 2/2/7 (or as varied) will be provided. Plans of Development which relate to land fronting the Key Pedestrian Way shown in Plan 2/6/1C must also demonstrate compliance with Part 1 of Table 2/2/8. Plans of Development for land in the Gateway East, Gateway West and Gateway Heights Precincts must demonstrate compliance with Part 2 of Table 2/2/8. If Council is not satisfied a Plan of Development makes provision for the minimum allocations of land as set out in Table 2/2/7 as varied or that the balance of land in the Precinct will be sufficient to satisfy the minimum allocations (or the allocation remaining to be provided) or where relevant, compliance with Table 2/2/8 it may refuse to approve the Plan of Development.

It is acknowledged the minimum land areas in Table 2/2/7 are indicative which allows flexibility as to where those land areas are ultimately provided. Accordingly, Robina may vary the area of land allocated to a Precinct in Table 2/2/7 by allocating that area or part of it to another Precinct in Robina Central provided the total area of land allocated in a column is not thereby reduced.

Second Schedule Clause 16

Delete last sentence.

Second Schedule Clause 17.1

Delete “studio apartments”.

Insert “accommodation premises above level 2. However the total extent of residential development in the Core must not exceed 300 Equivalent Persons.”

Second Schedule Clause 17.3

In line 4 insert “low to” before the word “medium”.

Second Schedule Clause 17.4

Delete clause 17.4.

Insert:-

“17.4 Covering the predominantly low lying land between the Inner Frame and Mudgeeraba Creek, the Northern Frame is

intended as an area for residential development in a range of densities and building form built around the intensive open space and waterways which dominate this area. Some commercial uses will also be appropriate either in a mixed form with Residential or as stand alone development. A dominant feature is expected to be an eco-tourist type hotel resort accommodation built in a wooded wetland environment. Extensive areas adjacent to Mudgeeraba Creek are to be developed by Council for open space, playing fields and sporting activities.”

Second Schedule Clause 17.5

Insert:-

“17.5 Retail Significance of the Core

Although Shop Uses are intended for Areas outside the Core, it is not intended that these Shop Uses detract from the planning intent for the Core as described in clause 17.1 or the intent for development stated in clause 18B.1, nor from the intention for the Core to contain the highest order of shopping and accordingly the planning intent for each of the Areas other than the Core and the intent for development of each precinct outside the Core shall be read so as not to permit in those Areas:

- (a) Highest order shopping such as department stores eg David Jones, Myer;
- (b) Large (in excess of 6,000 square metres) discount department stores eg K Mart, Target;
- (c) Single category shop uses eg Bunnings Hardware, which do not comply with the limitations and requirements stated in the Table;
- (d) Supermarkets which do not comply with the limitations and requirements stated in the Table;
- (e) Other Shops (other than Single Category Retail Shops, Convenience Shops and Supermarkets) which do not comply with the limitations and requirements both as stated in the Table;
- (f) Convenience Shops which do not comply with the limitations and requirements as stated in the Table.

Table**Single Category Shop Uses**

A maximum of 25,000 square metres in all Areas other than the Core;

A minimum of 3,000 square metres for any Single Category Shop;

Shall not be located in the Rail Interchange, West Lake, Peninsula or Riverwalk Precincts;

Supermarkets

A maximum of 2,000 square metres in any one development;

A maximum of 4,000 square metres in all Areas other than the Core;

Shall not be in one development with other shops in excess of 2,000 square metres gross floor area;

Other Shops

A maximum of 15,000 square metres in all Areas other than the Core comprising a maximum of 10,000 square metres in precincts Gateway West, Parkway Services, Rail Interchange, West Lake, Peninsula or Riverwalk and a maximum of 5,000 square metres in all areas other than the Core and the above precincts;

A maximum of 600 square metres gross floor area in one development in association with a single category shop;

A maximum of 2,000 square metres gross floor area in one development in association with a supermarket

Convenience Shops

A maximum of 2,400 square metres in all areas other than the Core.

A maximum of 600 square metres in any one development”.

Second Schedule Clause 18.2

Insert “the Northern Frame” after the phrase “the Inner Frame”.

Second Schedule Clause 18.3

Delete Clause 18.3.

Second Schedule Clause 18A

Delete.

Insert:-

“18A The Core and Frame Areas have been divided into Precincts accommodating ranges of dominant land uses considered appropriate for those Precincts having regard to the intents for the Area in which the Precincts are located.

The Precincts into which each Core and Frame have so far been divided are shown on the Precinct Plan 2/2/5B. Additional Precincts may be created as more detailed planning of the Core and Frame Areas is advanced.

A number of Precincts, including the Rail Interchange, Medical and Gateway West, are presently constrained by existing roads which roads are not included in the relevant Precincts on the Precinct plan. However, as a consequence of the acquisition by Queensland Rail of land for the Robina rail line and transport interchange and Robina’s obligation to construct roads giving access to the transport interchange, roads have been closed and it is intended to include them in appropriate zones in conformity with this Agreement . These areas of road will then form part of the Precinct in which they are located and be subject to the relevant planning intentions and provisions of this Agreement.”

Second Schedule Clause 18B.2

Delete.

Insert:-

“18B.2 INNER FRAME PRECINCTS

18B.2.1 HIGH SCHOOL PRECINCT

This Precinct located along the Robina Town Centre Drive accommodates the Robina State High School.

18B.2.2 WEST ENTRY PRECINCT

West Entry Precinct is adjacent to the Robina High School, the Hospital and the Railway Station and Interchange. It is envisaged that this precinct will accommodate those uses which are a 'flow on' from the uses in the surrounding precincts. It is therefore primarily intended for a range of business, commercial, education, entertainment, medical, retail and service uses in addition to, complementary to and supporting the uses in those adjoining Precincts. As its location allows rapid access for emergency vehicles to Robina and Mudgeeraba, it is also particularly suitable for emergency services, nursing homes, retirement homes and government administrative offices, indoor sport and entertainment. This easy access and high visibility also makes it suitable for businesses and services needing easy vehicular access for customers and for business needing high exposure such as motor dealerships. This Precinct, the Medical Precinct and Railway Squares C & D in the Rail Interchange Precinct are each considered suitable for a service station, however once a service station is established in one of these Precincts a further service station in any of those Precincts will be undesirable. It is anticipated businesses will be accommodated in groupings of low to medium rise buildings which will integrate with and reflect the adjoining dominant developments in those Precincts. Part of this Precinct has been acquired for the extension of the rail line south from Robina.

18B.2.3 MEDICAL PRECINCT

The Medical Precinct is ideally located south of the Rail Interchange and east of land owned by the South Coast Regional Health Authority which has been developed as a Hospital. This Precinct is envisaged as providing a range of specialist medical facilities, other business, commercial and service uses complementary to and supporting, activities in both the Hospital and the Rail Interchange. Buildings will be predominantly

low to medium rise and developed in context with the Hospital and development in the Rail Interchange Precinct. Landscaping is to be designed so as to create development unity across this Precinct.

18B.2.4 RAIL INTERCHANGE PRECINCT

This Precinct comprises land owned by Queensland Rail to accommodate the terminus of the Brisbane to Robina rail line and regional public transport interchange and two parcels of land designated Railway Square C and Railway Square D. Railway Squares C and D may provide a range of convenience retail, education, religious, entertainment, business, commercial, medical, residential and service (including a service station) uses developed in a range of heights and densities from low to medium rise in the short term and ultimately high rise in the long term. Because of their proximity to the terminus and transport interchange Railway Squares C and D will be suitable for large scale development and uses requiring proximity to public transport such as offices, a regional indoor sports entertainment and convention centre. Such a centre could because of its size provide architectural emphasis as a landmark building. Although Railway Squares C and D are suitable for a service station in this Precinct, once a service station is established in either or in West Entry Precinct or in the Medical Precinct a further service station in any of those Precincts is undesirable.

Development fronting the Key Pedestrian Way shown on Plan 2/6/1C must comply with the design principles set out in part 1 of Table 2/2/8.

18B.2.5 WEST LAKE, EAST LAKE AND PENINSULA PRECINCTS (WATERWAY PRECINCTS)

These Precincts are intended for mixed use development with an urban character which relates strongly to the Core retail Precinct in the case of East Lake and Peninsula Precinct and the Rail Interchange in the case of West Lake Precinct. All three Precincts

relate strongly to the distinctive waterway landscape settings. The anticipated land uses include business, cultural, education, entertainment facilities, health care, hotel accommodation, medical, offices, religious, service and residential uses. It is intended that residential uses may be developed either as stand alone forms of development or as a grouping of various forms. Residential uses may also be part of mixed use development in conjunction with commercial or business uses. The commercial uses are likely to be polarised near to the Town Centre, Robina Town Centre Drive, Laver Drive and Collyer Quay with stand alone residential development occurring in the balance of the precincts.

Building development is envisaged as being predominantly low to medium rise but with occasional high rise opportunities (up to 20 storeys) at appropriate locations in the longer term. The desirable urban character of these Precincts will be achieved by designing the diverse forms of buildings and landscaping in a way that they combine to create attractive pedestrian friendly frontages and spaces. Development fronting the Key Pedestrian Way shown on Plan 2/6/1C must comply with the design principles set out in part 1 of Table 2/2/8.

18B.2.6 RIVERWALK PRECINCT

Linking south from the lake to the main highway gateway entry, this Precinct is intended as an alternative, linear river-like park setting for a range of mixed use development. A range of development forms and uses that enhance the serpentine river setting will be encouraged, including business, commercial, education, entertainment, health care, hotel accommodation, medical, residential, service and tourist uses combined with cafes, cultural, religious and restaurant facilities. The Precinct will also be ideal to allow the erection of self contained or fully serviced medium density residential and or mixed use communities. Other potential uses may

include banking, commercial and personal services, limited shopping facilities, recreational uses, together with carparking facilities, outdoor plazas and parkland.

Medium to high density development will be permitted in this Precinct with buildings establishing strong axial relationships with the river, including the provision of vistas through or from the lower levels of development. Open spaces, landscaped areas and walkways will be provided along the pedestrianised river setting creating an important unifying element for the complementary mix of land uses and building types that will be accommodated. Development fronting the Key Pedestrian Way shown on Plan 2/6/1C must comply with the design principles set out in part 1 of Table 2/2/8.

18B.2.7 GATEWAY EAST AND GATEWAY WEST PRECINCTS (GATEWAY PRECINCTS)

These Precincts flank the main road entry to the Core and will offer prime sites on which office and business uses can locate with high accessibility and exposure. While these uses are expected to dominate, parts of these precincts may be developed initially for low density residential uses and in the longer term for medium to high density residential uses. Because of this high accessibility and exposure the Precinct is suitable for purposes such as clean industry, cultural, education, health care, medical, motor dealership, religious, showroom and tourist development including hotels, motels, private hospital or retirement community. Complementary convenience uses and services associated with development may also be provided within the Precinct.

Buildings may range from low to high rise provided variations in the height and scale are visually and functionally appropriate. The incorporation of landmark features with building designs enhanced by attractive landscape treatments will be encouraged given the "Gateway" nature of these Precincts.

Development in these Precincts must comply with the design principles set out in part 2 of Table 2/2/8.

18B.2.8 PARKWAY SERVICE PRECINCT

Located between the Robina Town Centre Core and the main road entry of Robina Parkway, this Precinct is intended to extend the range of retail business and related facilities provided by the Core. It is anticipated the Precinct will be predominantly developed for fast food outlets, motor dealerships, restaurants, a service station, service uses, shops, showrooms and compatible uses including commercial premises, offices and various forms of education, entertainment, food and beverage supplies. Medical and service businesses will also be appropriate. A linear combination of low rise building development reflecting an "urban scale" is planned, although considerable variation is envisaged in the architectural design. Facilities that locate in the Parkway Service Precinct will benefit from the high accessibility and exposure to passing traffic offered by this strategic location.

Second Schedule Clause 18B.3

Delete.

Insert:-

“18B.3 Southern Frame Precincts

18B.3.1 AUTOMOTIVE & SERVICE PRECINCT

This Precinct is located immediately south of the Robina Parkway, offering excellent visibility and accessibility to the arterial road system of Robina Central. It is intended for development for an automall in which car and marine dealerships and associated and service and complementary uses will be grouped together to achieve the convenience of "one stop" shopping. It is also intended to provide a range of business, commercial, cultural, education,

professional, retail and service uses which may or may not have some relationship with the automotive industry and which will benefit from proximity to Robina Parkway, Christine Avenue and Scottsdale Drive and will provide facilities to a wide segment of the local community and the travelling public. Development is envisaged as predominantly low rise buildings but may include some medium or high rise buildings with attractive landscape frontages presented as a unified whole and complemented by carefully controlled identity signage.

18B.3.2 GATEWAY HEIGHTS PRECINCT

Located between the Automotive and Service Precinct and Pacific Highway this Precinct is buffered from the highway and the proposed rail line by Megan's Knoll which makes it attractive for residential uses. Although primarily it is suitable for residential purposes opportunities exist for commercial development, particularly along the Christine Avenue and Scottsdale Drive frontages.

Residential development is likely to be low to medium density in the short to medium term but high density opportunities are encouraged now and in the future. A range of housing types and choices is intended. Commercial development intended for the Precinct is business, commercial, showroom and warehouses.

Development must comply with the design principles set out in part 2 of Table 2/2/8.

18B.3.3 MIXED USE PRECINCT

This Precinct offers a high level of visibility and accessibility from the road system. It is intended for a wide range of mixed use developments including accommodation, business, commercial, cultural, education, offices, religious and service uses. Bulky retail uses such as showrooms, motor dealerships, factory units and specialised home improvement uses will be suited in this Precinct. A service station and

retail uses such as shops and take away food outlets together with other complementary and convenience uses for those working in this Precinct are also appropriate. Development is envisaged as being predominantly low to medium rise with attractive landscaped and pedestrianised frontages

18B.3.4 SOUTH HILL PRECINCT

This linear Precinct runs south along the Pacific Highway frontage from the Gateway East Precinct. The Precinct is intended for predominantly low to medium rise buildings which will house a wide range of business and service uses, large bulky retail uses such as showrooms, service industries and warehouses not appropriate in other Precincts. It will also be an appropriate location for the new style of 'clean' industry associated with computer, electronic and high technology uses. Other uses such as a motel or uses having education and religious characteristics would be appropriate complementary facilities. Development should reflect a strong integration between the architectural design and landscape treatment to create a business and office environment in an impressive park like setting.

18B.3.5 SOUTHERN VALE PRECINCT

Southern Vale is bounded by the arterial roads of Scottsdale Drive and Christine Avenue and is located adjacent to the proposed southern sports fields. Much of the Precinct will be suitable for a range of quality housing types and densities together with some office, showroom and business and service development with development occurring in a mixed use combination. Other complimentary uses include convenience shopping, child care centres with education, cultural and community facilities also being appropriate. Generally, low to medium rise buildings are envisaged across the Precinct.”

Second Schedule Clause 18B.4

Delete.

Insert:-

“18B.4 Northern Frame Precincts

18B.4.1 PARK HILL AND WATERVIEW PRECINCTS (RESIDENTIAL PRECINCTS)

These Precincts which consist of four separate land parcels offer prime park and waterfront sites committed for residential uses. A range of low to medium rise and relatively low density quality housing types are suitable. These may include terrace houses, dwelling houses and apartments. These Precincts will be extensively landscaped to enhance their attractive open space settings.

18B.4.2 CHELTENHAM DRIVE PRECINCT

This Precinct is centred around open space which might be developed for recreational activities or the like. It is intended to provide residential accommodation in association and integrated with development of the open space - by way of a single prestige home with a private golf course or apartment buildings, lower density forms of residential development such as townhouses, dwelling houses or a retirement community or any combination of these forms of development. Some complementary uses may be appropriate to provide services to residents within the Precinct such as child care, kiosk and a surgery.

18B.4.3 NORTHERN PRECINCT

This Precinct comprises the low lying land adjacent to the Mudgeeraba Creek. It is intended it be developed in part for an eco-tourist hotel resort utilising existing and proposed waterways. The remainder is to be transferred on trust to Council for open space purposes which it is envisaged will be utilised for sporting

facilities such as a tennis or basketball centre and playing fields.

18B4.4 NORTH VIEW PRECINCTS A & B

These Precincts consist of land which has been filled as identified on Plan 2/12/5A. It is anticipated the land in Precinct A will primarily be developed for a range of choices in low to medium density residential development with limited forms of complementary uses such as child care centres, convenience shops and recreation facilities. The location of this precinct close to the railway station makes it ideal for residential use. Generally, development is anticipated to be low to medium rise but limited locations for high rise buildings will be permitted to retain view sheds to the North.

Given the proximity of the precinct to the railway station, it is anticipated the land in Precinct B will be primarily developed for a range of choices in low to medium and high density residential development which may include resort hotel and other forms of tourist accommodation and associated facilities. It would also be suitable for a convention centre, cultural, educational, entertainment, religious or sporting facilities and some forms of business and commercial uses. Limited forms of complementary uses such as child care centres, convenience shops and recreation facilities to support the uses in the precinct will also be appropriate. Generally, low to medium rise development with limited locations for high rise buildings will capitalise on the adjacent redeveloped low land in the Northern Precinct and the desirable northerly orientation.

18B.4.5 ENVIRONMENTAL ASSESSMENT & MANAGEMENT

The proposed form of development in Cheltenham Drive Precinct and Northern Precinct as depicted on Plan 2/2/3C is expected to involve the excavation and filling of land. Excavation and filling of land identified

in Plan 2/12/9, and as more particularly described in clause 183B, has been assessed by Council as being capable of being carried out in a manner which will not cause adverse impacts in terms of flooding, hydrology or stormwater management. Therefore, no further environmental impact studies will be required to support applications for a development permit (for operational works) to carry out such filling and excavation. However, the applicant will still need to satisfy Council that each particular operational works application is consistent with the flooding, hydrology and stormwater assessment which has been accepted by Council, as well as address other usual matters for such applications as more particularly mentioned in clause 183B.

Plans of Development must include management plans for environmental management issues envisaged by clause 153.3.16.”

Second Schedule Clause 18C

At the end of paragraph 2 insert “Before land can be developed the land must be included in a Plan of Development.”

Second Schedule Clause 18C Table

Delete “duplex dwelling”.

Second Schedule Clause 18D.4

Insert at the end of the clause:-

“A Plan of Development may despite the definition of a use limit the extent of the use by reference to one or more of the following:-

- total use area; or
- a class of industry, business, product, service or undertaking; or
- hours of operation.”

Second Schedule Clause 18D.4A

Insert:-

“18D.4 A The purposes for which land in the development section may be used only with the consent of Council and the purposes for which development must not be carried out.”

Second Schedule Clause 18D.7A

Insert:-

“18D.7A A demonstration of the manner in which the indicative land allocation for that Precinct as shown in Table 2/2/7 will be provided and how the requirements of Table 2/2/8 (where relevant) will be satisfied.”

Second Schedule Clause 18D.12

Add “unless there are sufficient planning grounds to justify any inconsistency”

Second Schedule Clauses 18D.4A to 18D.12

Renumber as 18D.5 to 18D.14

Second Schedule Clause 18E.2

Delete.

Insert:-

“18E.2 Council may only refuse to approve a Plan of Development if it is satisfied that it is inconsistent with any of the concepts referred to in clause 18D.10 to 18D.14 and there are insufficient planning grounds to justify the inconsistency.”

Second Schedule Clauses 18F, 18G and 18H

Delete Clauses 18F, 18G, 18H.

Insert:-

“Variation of Plan of Development and Development Section by Robina before Transfer of Land.

18F A Plan of Development or a Development Section may be varied by Robina before it transfers any developable

part of the land in that Development Section. Upon Robina varying a Plan of Development or a Development Section it must lodge the varied Plan of Development with Council which replaces the previously approved Plan of Development.

Variation of Plan of Development after Robina Transfers Land

18G After Robina transfers a developable part of the land in a Development Section, the Plan of Development may be varied:-

18G.1 in the case of a minor variation, in respect of an allotment in that Development Section, by the owner of that allotment, lodging with Council the minor variation with the consent in writing of Robina (if it is not the Applicant);

18G.2 in the case of any other variation in respect of an allotment in that Development Section, by the owner of that allotment, in accordance with the provisions of this Agreement applicable to applications for consent in respect of a permissible use.

Variation of a Development Section after Robina Transfers Land

18GA After Robina transfers a developable part of the land in a Development Section, Robina may vary the Development Section by decreasing the area of land comprising that Development Section and in that event;

18GA.1 if the area of the Development Section is not decreased by more than 10% then Council may at its discretion approve the variation; and

18GA.2 in the case of any other variation -

(a) provided all owners of allotments within the Development Section have consented to the change in writing, Council may approve the variation or;

(b) in the event all of the owners of allotments in the Development Section

do not consent, then Robina must apply to Council for its consent to the variation and the provisions of this Agreement applicable to applications for consent in respect of a permissible use will apply to that application for variation.

In clause 18F, 18G and this clause "developable part of the land" in a Development Section means:-

Land that is able to be used or developed for a lawful purpose and does not include land which is required to be dedicated for road or transferred for a local government purpose as a requirement or a condition of an approval.

Variation of a Plan of Development to include certain new permitted uses

18GB A Plan of Development which was approved by the Council prior to the date of effect of the Second Amending Agreement may be amended, under clause 18F or clause 18G.2 (as the case requires), to include as a Permitted Development under the plan a use which is a Permitted Development under clause 151.1, but before that date of effect was a Permissible Development under clause 151.2 (other than under the last paragraph of clause 151.2).

18GC The application to the Council for approval of an amendment under clause 18GB must include the consent in writing of Robina if Robina is not the applicant.

18GD Clause 18GB does not limit clauses 18F and 18G.2

Variation - Application of Provisions

18H The provisions of clause 18E apply to a variation of a Plan of Development or a Development Section."

Second Schedule Clause 18N.4

Delete the last clause.

Insert:-

“The target residential population has increased to 10,000 equivalent persons from the original 1992 estimate of 5,000 equivalent persons in recognition of the reduction in the number of equivalent persons for commercial/employment purposes and in recognition of the oversupply by Robina of 54 hectares of land for these purposes and which land is no longer required for those purposes.

As a result the combined site is designated for a target residential population of 10,000 equivalent persons to be accommodated in development designed under controls based on performance criteria developed from first principles for each situation.”

Second Schedule Clause 18T and 18U

Insert:-

“Transitional

18T A Plan of Development approved by Council before the making of a further agreement must be interpreted on the basis of this agreement in force at the time the Plan of Development was approved by Council.

18U An amendment of a Plan of Development approved by Council before the making of a further agreement must for the purpose of clause 18D.8 be consistent with this agreement in force applicable at the time Council approves the amendment of the Plan of Development.”

Second Schedule Clause 18V

Insert:-

“Interim Purpose

18V Despite the provisions of this Part, Council may (if requested by Robina) at its discretion allow land to be used for an interim or temporary purpose for a period not exceeding two (2) years even though the land has not been included in a Plan of Development and an application for final development approval has not been made.”

Second Schedule Clause 25

Insert after “Service District” where it last appears:-

“or where the land in the Service District is developed in stages then the road section may be constructed only to the extent of that part of the road which lies adjacent to that stage.”

Second Schedule Clause 25.1

Insert:-

“and (if required) a connection to the road network”.

Second Schedule Clause 29

Delete “Christine Avenue”.

Insert “Scottsdale Drive”.

Delete “Q”

Second Schedule Clause 36

Delete “pursuant to Section 6.2 of the Act”.

Second Schedule Clause 38

Delete.

Second Schedule Clause 39

Delete "subject to clause 38".

Second Schedule Clause 41.1

Delete.

Insert:-

“41.1 The amount of the additional water headworks charges is the number of equivalent persons calculated by multiplying the number of occupied storeys above 4 x 15 EP per hectare and then multiplying the resultant number by the applicable rate per equivalent person under the relevant planning policy as at the date building approval is granted for the building.”

Second Schedule Clause 44A

Insert:-

“44A Calculation of headworks charges (mixed use development)

The water headworks charges payable at the time referred to in clause 37 for an allotment intended for mixed non-residential and residential use are to be calculated in the same manner as provided in clause 39.

When it is proposed to construct a building on that allotment for mixed non-residential and residential use, the number of equivalent persons for the proposed development must then be re-calculated on the basis of 2.4 EP for each residential unit and in respect of each fixture associated with the non-residential use as determined in accordance with the relevant planning policy as at the date building approval is granted for the building. In the event the number of EP so derived exceeds the number of EP in respect of which headworks charges were paid at the time referred to in clause 37 then additional headworks charges must be paid in respect of the excess EP at the applicable rate per equivalent person under the relevant planning policy before Council is obliged to release the approved building plan to any person.

In the event water headworks charges are paid for an allotment in accordance with this clause 44A and the allotment is not then to be used for mixed use development then if it is to be used for non-residential purposes the provisions of clauses 40 and 41 will then apply to that allotment. If it is to be used for residential purposes then the provisions of clause 42, 43 and 44 will apply to that allotment as though Robina had nominated the number of proposed residential units determined by dividing the number of equivalent persons in respect of which headworks were paid x 2.4.”

Second Schedule Clause 45

Delete “39 or 42”.

Insert “39, 42 or 44A”

Second Schedule Clause 59

Delete "pursuant to Section 6.2 of the Act"

Second Schedule Clause 61

Delete.

Second Schedule Clause 62

Delete "subject to clause 61".

Second Schedule Clause 64.1

Delete.

Insert:-

“64.1 The amount of the additional sewerage headworks charges is the number of equivalent persons calculated by multiplying the number of occupied storeys above 4 x 15 EP per hectare and then multiplying the resultant number by the applicable rate per equivalent person under the relevant planning policy as at the date building approval is granted for the building”.

Second Schedule Clause 67A

Insert:-

“67A Calculation of headworks charges (mixed use development)

The sewerage headworks charges payable at the time referred to in clause 60 for an allotment intended for mixed non-residential and residential use are to be calculated in the same manner as provided in clause 62.

When it is proposed to construct a building on that allotment for mixed non-residential and residential use, the number of equivalent persons for the proposed development must then be re-calculated on the basis of 2.4 EP for each residential unit and in respect of each fixture associated with the non-residential use as determined in accordance with the relevant planning policy as at the date building approval is granted for the building. In the event the number of EP so derived exceeds the number of EP in respect of which headworks charges were paid at the time referred to in clause 60 then additional headworks charges must be paid in respect of the excess EP at the applicable rate per equivalent person under the relevant planning policy before

Council is obliged to release the approved building plan to any person.

In the event sewerage headworks charges are paid for an allotment in accordance with this clause 67A and the allotment is not then to be used for mixed use development then if it is to be used for non-residential purposes the provisions of clauses 63 and 64 will then apply to that allotment. If it is to be used for residential purposes then the provisions of clause 65, 66 and 67 will apply to that allotment as though Robina had nominated the number of proposed residential units determined by dividing the number of equivalent persons in respect of which headworks were paid x 2.4.”

Second Schedule Clause 68

Delete “62 or 65”.

Insert “62, 65 or 67A”

Second Schedule Clause 81

Delete.

Insert:-

“81.1 Robina must transfer or cause to revert to the Council in fee simple (on trust) for Local Government purposes (open space):-

81.1.1 those parcels of land outlined in red on Plan No. 2/6/1C not already transferred as at the 31 March 2002;

81.1.2 an additional 6ha of land within the combined site (Council acknowledges Robina has partially satisfied this obligation);

81.2 Robina must transfer to the Council in fee simple (on trust) for Local Government Purposes (community facilities) the parcel of land outlined in orange on plan 2/6/1C at the time of the sealing of release of the Plan of Subdivision creating the first allotment in the Northern Precinct.

- 81.3 Robina must obtain any valuation required to enable the transfer to be stamped and pay any stamp duty in respect of those transfers.
- 81.4 If the Council intends to sell land it obtains under this clause 81, the Council must advertise its intention to sell by placing a notice of the sale in a newspaper circulating in the Council's area.
- The notice must contain the following:-
- 81.4.1 a description of the land proposed to be sold;
- 81.4.2 the purpose for which the land was given on trust;
- 81.4.3 the reason for proposing to sell the land; and
- 81.4.4 the reasonable time within which submissions must be made.
- 81.5 The Council must consider all submissions in relation to the notice before making a decision about the sale.
- 81.6 If the Council complies with clauses 81.4 and 81.5 and sells the land, the land is sold free of trust.”

Second Schedule Clause 82

Delete “Clause 81.2”

Insert “Clause 81.1.2”

Second Schedule Clause 82.1

Delete “but only if a pedestrian/bikeway is constructed in it.”

Second Schedule Clause 86

Delete all words after the first sentence.

Second Schedule Clause 87

In paragraph 2 delete “(Community Centre)”

Second Schedule Clause 120

Delete “Accommodation premises”.

Insert “Accommodation Premises (not exceeding 300EP in total) for the Core”.

Second Schedule Part 10

In the heading insert “Northern Frame” after “Inner Frame”.

Second Schedule Clauses 150.1, 150.2 and 150.3, 152, 153.2.6, 155

After the phrase “Inner Frame” insert the phrase “Northern Frame”.

Second Schedule Clause 151.1

Insert “Convention Centre”, “Cultural Facility”, “General Store”, “High Technology Entertainment Facility”, “Integrated Housing”, “Licensed Club”, “Radio & Television Premises”, “Retail Nursery”, “Retirement Community”, “Shop” (not exceeding the limits set out in clause 17.5), “Service Station Combination, Studio Apartment ”

Second Schedule Clause 151.2

Insert in the opening paragraph "subject to limitation by a Plan of Development" after the words "Development Section".

Delete “Convention Centre”, “Cultural Facility”, “Duplex Dwelling”, “Factory Units”, “General Store”, “High Technology Entertainment Facility”, “Integrated Housing”, “Licensed Club”, “Radio & Television Premises”, “Retail Nursery”, “Retirement Community”, “Shop”, “Service Station Combination”

Insert "Shop (exceeding the limits set out in clause 17.5)"

Second Schedule Clause 153.1

Delete “duplex dwelling”

Second Schedule Clause 153.3.1

Delete.

Insert:-

"153.3.1. The minimum allotment and lot size, minimum frontage of allotments, maximum number of allotments or lots, and density of residential development."

Second Schedule Clause 153.3.16

Insert:-

"153.3.16 Environmental management issues including stormwater management (quantity and quality); noise (acoustic quality); native habitat (flora and fauna) protection; erosion, sediment, and dust control; acid sulfate soil management; waterbody maintenance; and the consideration of electromagnetic fields."

Second Schedule Clause 153.3.17

Insert:-

"153.3.17 Noise amelioration for noise sensitive uses (as defined in the Environmental Protection Act 1994) for development:

- (a) within 100 metres of the rail corridor, for noise sensitive uses north of Robina Rail Station and South of Robina Rail station following Queensland Rail's final commitment to extend the rail line to the south, as required by law and/or statutory instruments;
- (b) within 100 metres of the rail corridor, for noise sensitive uses south of Robina Rail Station before Queensland's Rail final commitment to extend the rail line to the south, as required to make reasonable provisions, by means of building design to reduce potential noise levels within development; and
- (c) adjacent to, or within the vicinity of, existing or proposed State Controlled Roads, as required by law and/or statutory instruments, by appropriate means, including attenuation devices and building design."

Second Schedule Clause 153.6.6

Insert at end of clause:-

"...In lieu of an assessment, a Plan of Development may, if Council agrees adopt Council parking requirements for the proposed development."

Second Schedule Clause 157N

Delete "and Part 11"

Insert before Part 9 "and".

Second Schedule Clause 157N Explanatory Definitions

Insert:-

"(a) accommodation units" – any premises used or intended for use for residential purposes."

Second Schedule Clause 157N Use Definitions

Delete definitions of :-

"accommodation units"

"factory units"

Amend the definition of "hospital" by inserting after the word "uses" in the third last line:-

"including a hotel or other accommodation premises,"

Delete definition of "duplex dwelling"

Amend the definition of "Integrated Housing" by deleting Item 3 from it.

Amend the definition of "light industry" by deleting references in Appendix III to the following:-

- Electrical appliance manufacturing
- Foodstuff manufacturing
- Furniture storage
- Printing
- Shop fitting
- Signwriters' yard
- Woodworking

- Workshop
- Cameras
- Clocks, watches –
- Optical goods (other than spectacles or the like)
- Scientific instruments
- Sports equipment (other than ammunition, vehicles and watercraft)
- Therapeutic and life support aids, appliances, garments and equipment

Insert:-

“Studio apartments” – any premises used or intended for use for self-contained residential purposes not exceeding 60 sqm in area and where the sleeping accommodation is not contained in a separate room.”

Delete the definition of “service industry”.

Insert:-

“Service Industry - Any premises used or intended for use for the purpose of conducting any industry not specifically defined elsewhere in this clause and which complies with the criteria in Appendix V.

Appendix V

1. resulting noise levels must not detrimentally affect the amenity of the areas;
2. dust, fumes, odours or any other emission shall be contained within the subject premises at all times;
3. the appearance of the development must not detrimentally affect the amenity of the area, whether by reason of the scale of the buildings, the design and materials used in the buildings, the storage of goods, vehicles or any other material outdoors, or any other thing, taking into account the location of any buildings and the topography and other characteristics of the site and any landscaping existing or proposed;

-
4. any traffic generated by the activities on the premises must not cause or aggravate a traffic problem, nor detrimentally affect the amenity of the area.”

Second Schedule Part 11

Delete Part 11.

Second Schedule Clause 174

Delete.

Second Schedule Clause 183A

Insert:-

“183A Temporary Signs

Robina may without the consent of Council erect 10 temporary signs for Robina marketing purposes which signs must not exceed eight (8) metres x six (6) metres in prominent locations on key sites on land owned by it in the combined site in such a manner as not to interfere with the safe movement of pedestrian, cycle and vehicle movements.”

Second Schedule Clause 183B

Insert:-

“183B DEVELOPMENT IN THE NORTHERN FRAME

An environmental impact assessment of the proposed form of development in the Cheltenham Drive Precinct and Northern Precinct has been undertaken by Robina and accepted by Council as demonstrating that the development proposed, including excavation and filling of land, may be carried out without adverse environmental impact in terms of flooding, hydrology and stormwater management issues.

The developer of Areas A, B or C in those Precincts, as more or less outlined in pink on Plan 2/12/9, may place fill within the areas outlined in blue within each Area, so long as any decrease to the existing flood plain storage capacity caused by that filling, is balanced by creation of wetland areas or other excavation within the remaining part of the Area in which fill has been placed, so that there is no net loss of flood plain storage capacity,

and no other adverse flooding or drainage impact external to the relevant area.

However, a development permit (for operational works) must still be obtained, as required by the Planning Scheme, for all proposed earthworks. The application for this permit may be made in conjunction with application for approval of a Plan of Development, or as a stand alone application. No further environmental impact assessment or flood impact study will be required to be provided in conjunction with any such application, but the Council will need to be satisfied that each such application is consistent with the basis of Council's acceptance of the previous assessment.

The application for development permit must also satisfactorily address the other usual matters for such applications, such as management of acid sulfate soils, noise, native habitat protection, erosion and sediment and dust control."

Second Schedule Clause 196.2

Delete "31 December 1997".

Insert "30 June 2000".

- 2.2 By removing from the Plans, Tables, Drawings and Documents held at the Public Office of the Council, the following Plans/Tables –

Plan 2/2/6

Plan 2/11/1

- 2.3 By removing from the Plans, Tables, Drawings and Documents held at the Public Office of the Council the Plans/Tables shown in Column 1 and substituting in their respective place the Plans/Tables in column 2 opposite the Plans/Tables deleted:-

Column 1

Plan No. 2/2/2B to be replaced by

Plan No. 2/2/3B to be replaced by

Column 2

Plan No. 2/2/2C

Plan No. 2/2/3C

Plan No. 2/2/5A to be replaced by	Plan No. 2/2/5B
Plan No. 2/3/1A to be replaced by	Plan No. 2/3/1C
Table No. 2/3/2A to be replaced by	Table No. 2/3/2B
Plan No. 2/3/3A to be replaced by	Plan No. 2/3/3B
Plan No. 2/3/8 to be replaced by	Plan No. 2/3/8A
Plan No. 2/4/1 to be replaced by	Plan No. 2/4/1A
Table No. 2/4/3A to be replaced by	Table No. 2/4/3B
Plan No. 2/5/1A to be replaced by	Plan No. 2/5/1B
Table No. 2/5/2A to be replaced by	Table No. 2/5/2B
Plan No. 2/6/1 to be replaced by	Plan No. 2/6/1C
Table No. 2/6/2 to be replaced by	Plan No. 2/6/2A
Plan No. 2/12/5 to be replaced by	Plan No. 2/12/5A

and by deleting the words and figures shown in column 1 wherever they appear in the Robina Central Planning Agreement and substituting in their respective place the words and figures in column 2 opposite the words and figures deleted.

- 2.4 By including in the Plans, Tables, Drawings and Documents to be held at the Public Office of the Council Documents 1/1/21 to 1/1/28 (inclusive), Tables 2/2/7, 2/2/8 and Plan 2/12/9.
- 2.5 By making all necessary or consequential amendments to give effect to the substantive amendments set out above.
3. A reference to a Plan, Table, Drawing or Document identified by a particular number in this Second Amending Agreement is a reference to a Plan, Table, Drawing or Document bearing that number held at the public office of the Council certified under seal by both the Council and Robina and Robina Properties as being the Plan, Table,

Drawing or Document of that number referred to in this Second Amending Agreement.

- 4. Clause 99 of the Robina Central Planning Agreement applies to this Second Amending Agreement and is incorporated by reference in this Second Amending Agreement.

Executed as an Agreement

THE COMMON SEAL of)
ROBINA LAND CORPORATION)
ACN 010 159 387 is affixed in)
accordance with its Constitution in)
the presence of:)

Director

Witness

Director/Secretary

THE COMMON SEAL of)
ROBINA PROPERTIES ACN 010)
147 038 is affixed in accordance with)
its Constitution in the presence of:)

Director

Witness

Director/Secretary

THE CORPORATE SEAL of)
COUNCIL OF THE CITY OF)
GOLD COAST was hereunto affixed)
in the presence of)

the Mayor, and)

the Chief Executive Officer and in the presence of)

Witness

Solicitors for Robina Land Corporation Pty Ltd and Robina Properties Pty Ltd:

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Mr JD Taylor

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Brisbane**

Mr SP Fynes-Clinton’.