

Queensland



Subordinate Legislation 1994 No. 443

Breakwater Island Casino Agreement Act 1984

**BREAKWATER ISLAND CASINO
AGREEMENT VARIATION REGULATION
1994**

TABLE OF PROVISIONS

Section	Page
1 Short title	2
2 Variation of formal agreement—s 3 of Act	2
SCHEDULE	3
FURTHER AGREEMENT	

Short title

1. This regulation may be cited as the *Breakwater Island Casino Agreement Variation Regulation 1994*.

Variation of formal agreement—s 3 of Act

2. The proposed further agreement set out in the Schedule is approved.

SCHEDULE

section 2

FURTHER AGREEMENT

THIS DEED is made the day of 1994

BETWEEN: THE STATE OF QUEENSLAND (“**the State**”)

AND: PERPETUAL TRUSTEES QUEENSLAND LIMITED (ACN 009 656 811) a company incorporated in the State of Queensland and having its principal place of business at Tenth Floor, Riverside Centre, 123 Eagle Street, Brisbane, Queensland (“**the New Trustee**”)

AND: BREAKWATER ISLAND LIMITED (ACN 010 271 691) a company incorporated in the State of Queensland and having its registered office at Ground Floor, Garden Square, 643 Kessels Road, Upper Mount Gravatt, Brisbane, Queensland (“**the Manager**”)

RECITALS:

- A. The State, ANZ Executors & Trustee Company Limited (ACN 006 132 332) (“**the Retired Trustee**”) and the Manager were the parties to an agreement for the establishment and operation of a Hotel-Casino Complex at Townsville which is referred to in section 2(1) of the *Breakwater Island Casino Agreement Act 1984* (“**the formal agreement**”).

- B. By the Deed of Retirement and Appointment dated 9 March 1994, the Retired Trustee retired and the New Trustee was appointed as Trustee of the Breakwater Island Trust.
- C. All requirements of clause 68 of the formal agreement have been met and for the purposes of the formal agreement, the New Trustee is treated as though the New Trustee had been originally named as a party therein instead of the Retired Trustee.
- D. The *Breakwater Island Casino Agreement Act 1984* provides that the formal agreement may be varied by a further agreement between the Minister and the other parties to the formal agreement if the proposed further agreement has been approved by regulation.
- E. The State, the new Trustee and the Manager have agreed that the formal agreement be varied in the manner herein provided.

THE PARTIES AGREE—

1. This Deed is a further agreement varying the formal agreement.
2. The formal agreement is varied as set out in the Schedule to this Deed.

SCHEDULE

VARIATION OF FORMAL AGREEMENT

1. Clause 17— *omit, insert—*

- ‘17. (a) Despite the *Local Government (Planning and Environment) Act 1990* or the planning scheme of the City of Townsville, the following parts of the site are in the respective zones under the

planning scheme—

Parish of Coonambelah

Portion No.	Zone
639	Particular Development—Hotel, Casino and Associated Facilities
640	Commercial
644	Future Urban
645 (excluding Lot 1)	Tourist Facilities
645 (excluding Lot 2)	Particular Development—Marina and Boating and Services

The above parts of the site (except Portion 644) cannot be rezoned while this Agreement remains in force without the prior consent of the Minister and the Trustee.

- (b) The Trustee shall be entitled to develop as of right as a development which may be carried out without the consent of the Council of the City of Townsville under the planning scheme the following developments—

Portion No.	As of Right Development
639	Hotel not exceeding 300 hotel rooms, Casino, restaurants, convention centre, theatre, Retail Liquor Outlet and associated facilities and parking.
640	A shopping and commercial development having a gross floor area not exceeding 4,000 square metres, Marine Facilities, yacht club and associated facilities and parking.

645 (excluding Lot 2)	Marina and Boating and Services (including boat sales, ships chandlery, boat storage, tackle and bait shop, cafe, take-away food shop, boat ramps, travel lift, fuelling provision, small boats repair and maintenance facilities and yacht club), electricity substation, associated facilities and parking.
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- (c) For the purposes of this clause, ‘Lot 1’ and ‘Lot 2’ mean the land respectively comprising Lot 1 and Lot 2 on Registered Plan 859206.’.

2. Clause 65(d)(i)— *omit* ‘or 644’, *insert* ‘, 644 or 645’.

EXECUTED AS A DEED.

SIGNED by KEITH ERNEST DE LACY)
the Treasurer of the State of Queensland)
for and on behalf of the State of)
Queensland in the presence of:)

A Justice of the Peace

THE COMMON SEAL of PERPETUAL)
TRUSTEES QUEENSLAND LIMITED) _____
was hereto affixed in accordance with)
its Articles of Association in the presence)
of:)

THE COMMON SEAL of)
BREAKWATER ISLAND LIMITED was)
hereunto affixed by authority of a) _____
resolution of the Board of Directors) Director
in the presence of)
Director and)
Secretary in the presence of:) _____
Secretary

A Justice of the Peace

ENDNOTES

1. Made by the Governor in Council on 15 December 1994.
2. Notified in the Gazette on 16 December 1994.
3. Laid before the Legislative Assembly on . . .
4. The administering agency is the Treasury Department.

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