

Queensland



Local Government (Morayfield Shopping Centre Zoning) Act 1996

LOCAL GOVERNMENT (MORAYFIELD SHOPPING CENTRE ZONING) REGULATION 1996

**Reprinted as in force on 31 October 1996
(SL not amended up to this date)**

Reprint No. 1

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Queensland



**LOCAL GOVERNMENT (MORAYFIELD
SHOPPING CENTRE ZONING)
REGULATION 1996**

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*Local Government (Morayfield Shopping Centre
Zoning) Regulation 1996*

**LOCAL GOVERNMENT (MORAYFIELD
SHOPPING CENTRE ZONING) REGULATION
1996**

[reprinted as in force on 31 October 1996]

Short title

1. This regulation may be cited as the *Local Government (Morayfield Shopping Centre Zoning) Regulation 1996*.

Planning deed approval

2.(1) The schedule contains the proposed form of a deed between Keylim and the council about the development and use of the Morayfield shopping centre land.

(2) The proposed form of deed is approved.

SCHEDULE

PROPOSED FORM OF DEED

section 2

PLANNING DEED

THIS DEED is made the day of 1996

BETWEEN KEYLIM PTY LTD (ACN 058 009 313) of
5–9 Harbourview Crescent, Milsons Point in the State of
New South Wales, Phone (02) 9929 4422, Facsimile
(07) 9929 5783 (**‘Keylim’**)

AND THE COUNCIL OF THE SHIRE OF
CABOOLTURE of Beerburrum Road, Caboolture in
the State of Queensland, Phone (074) 950100, Facsimile
(074) 950188 (**‘The Council’**)

RECITALS

- A. Keylim is the registered owner of the Land.
- B. Keylim proposes developing part of the Land for the purposes of the Specified Development.
- C. The Act facilitated the rezoning of Lot 5 on RP 202516 and makes provision for planning deeds to be entered into for the development of the Land and approved under a regulation.
- D. The Land is included in the Central Commercial Zone.
- E. This Deed is the first planning deed made under the Act and is for

SCHEDULE (continued)

the purpose of the Specified Development.

- F. The parties have agreed to enter into this Deed on the following covenants and conditions.

AGREEMENT

1. DEFINITIONS AND INTERPRETATIONS

- 1.1** In this Deed, the following terms have the meanings given to them below, except where the context requires otherwise:—

“Act” means the Local Government (Morayfield Shopping Centre Zoning) Act 1996.

“Central Commercial Zone” means the Central Commercial Zone for the Shire of Caboolture.

“Deed” means this Deed between Keylim and the Council.

“Drawing RZ05” means Drawing RZ05 dated 1 July 1996, a copy of which may be inspected at the office of the Council at Beerburum Road, Caboolture.

“Land” means the land described in Schedule 1.

“P&E Act” means the Local Government (Planning and Environment) Act 1990 as amended.

“Planning Scheme” means the planning scheme for the Shire of Caboolture.

“Schedule” means a schedule annexed to this Deed.

“Specified Development” means the development as indicated on Drawing RZ05 including those uses set out in the “Table of Specified Development” shown on that drawing.

“Specified Development Conditions” means those conditions set out in Schedule 2.

SCHEDULE (continued)

1.2 Interpretation

In this Deed:—

- (a) words importing the singular number include the plural number and vice versa;
- (b) words importing any gender include the other genders;
- (c) a reference to a “person” includes an individual, firm, company, incorporated body of persons, government department and government agency;
- (d) a reference to a party includes that party’s successors and permitted assigns;
- (e) a reference to a specific statute or a provision in a statute includes any amendment, modification, re-enactment or replacement of that statute or provision; and
- (f) headings are used for convenience only and do not affect the interpretation of the Deed.

1.3 Construction of Contract

The parties have jointly drafted the Deed and it must not be construed to the disadvantage of one party on the basis that that party put forward the Deed or any documents forming part of the Deed.

2. SPECIFIED DEVELOPMENT

2.1 Development of part of the Land for the Specified Development shall be in accordance with the Specified Development Conditions.

2.2 In the event that Keylim develops part of the Land for the Specified Development Keylim shall:—

- (a) undertake, carry out, provide and do or cause to be undertaken, carried out, provided and done the works; and
- (b) make or pay the payments or contributions,

SCHEDULE (continued)

set out and specified in Drawing RZ05 and in Schedule 2, within the time limited in Schedule 2.

3. KEYLIM'S DEFAULT

3.1 Notice of Default

If Keylim fails duly to perform or fulfil Keylim's obligations under this Deed with respect to the works and payments referred to in Drawing RZ05 and in Schedule 2, the Council must give to Keylim a written notice specifying the default and requiring Keylim to remedy the default or otherwise show cause why the Council should not exercise its rights under clause 3.2.

3.2 Council's Rights

If Keylim does not, within 28 days after receiving the Council's notice under clause 3.1, either remedy the default or show cause to the reasonable satisfaction of the Council why the Council should not exercise its rights under this clause 3.2, the Council may, at the election of the Council, have recourse to Keylim:—

- (a) to the extent of the amount of the payments not paid by Keylim;
- (b) to the extent of the sum the Council's Director, Infrastructure Planning and Commissioning certifies as representing the fair estimated cost of completing the works which cost includes the Council's reasonable charges for design, supervision, administration and overhead; or
- (c) both (a) and (b).

3.3 Should Keylim fail duly to perform and fulfil Keylim's obligations under this Deed with respect to the works and payments referred to in Drawing RZ05 and in Schedule 2, the Council may, at its discretion, forthwith recover from Keylim as a liquidated debt, the following amounts:—

- (a) the whole amount of the payments or contributions (if any) not paid by Keylim; and

SCHEDULE (continued)

- (b) such sum as the Council's Director, Infrastructure Planning and Commissioning certifies as representing the fair estimated cost of completing the works not performed or completed by Keylim (including any works performed or to be performed by the Council the cost of which is, pursuant to the terms of this Deed, payable by Keylim) which cost shall include the Council's charges for supervision, interest, administration costs, legal costs on a solicitor and own client basis, overheads and such reasonable contingency sum as may be determined in the absolute discretion of the Council's Director, Infrastructure Planning and Commissioning.

4. UPON TRANSFER OF LAND OR ASSIGNMENT OF DEED

Keylim shall not sell, transfer or alienate the Land or any part of the Land prior to the fulfilment of Keylim's obligations under the Deed except subject to the condition that the purchaser, transferee or alienee shall:—

- (a) in the case of the sale, transfer or alienation of the whole of the Land, enter into a Deed of Novation of this Deed with the Council, whereby the purchaser, transferee or alienee becomes contractually bound to the Council to perform and fulfil the provisions of this Deed, or such of them as remain unperformed or unfulfilled by Keylim at the time of such sale, transfer or alienation; or
- (b) in the case of the sale, transfer or alienation of any part of the Land, enter into a Deed of Novation of this Deed with the Council, whereby the purchaser, transferee or alienee becomes contractually bound to the Council to perform and fulfil the provisions of this Deed, or such of them as relate to that part of the Land so purchased, transferred or alienated and remain unperformed or unfulfilled by Keylim at the time of such sale, transfer or alienation.

SCHEDULE (continued)

5. ACT DOES NOT LIMIT OTHER LAWFUL PURPOSES

This Deed does not limit the purposes for which the Land may be lawfully used apart from this Deed.

6. NOTICES

Any certificate, demand or notice by or from a party to or upon another party under this Deed will be sufficiently made, given or served if:—

(a) left at; or

(b) forwarded by prepaid envelope addressed to the recipient at,

the recipient's address or registered office (as the case may be) or its place of business in Queensland last known to the sender.

A certificate, demand or notice sent by post will be deemed to have been made, given or served 3 business days after the date of posting whether or not it is actually received. In proving service by post the sender need only prove that the certificate, demand or notice was properly enclosed in an envelope, addressed and stamped and put into the post.

7. NON-DEROGATION

Nothing in this Deed affects, prejudices or derogates from the requirements of any Statute, Proclamation, Order in Council, rule, regulation, ordinance or bylaw or from the rights, powers and authorities of the Council under the provisions of any Statute, Proclamation, Order in Council, rule, regulation, ordinance or by-law.

8. COSTS AND STAMP DUTY

Keylim must pay:—

(a) the reasonable costs of preparation, execution and completion

SCHEDULE (continued)

of this Deed and of any other documents required under this Deed; and

- (b) all stamp duty payable on this Deed and on any other document required under this Deed.

9. TIME OF THE ESSENCE

Time is in all cases of the essence of the Deed.

10. GOVERNING LAW

This Deed is governed by the law of the State of Queensland and the parties submit to the non-exclusive jurisdiction of the Courts of that State.

11. GOOD FAITH

Where this Deed provides for an action to be done, or the existence of a condition to be established, based on the judgment, determination or opinion of a party, the party forming the judgment, determination or opinion must:—

- (a) act in good faith;
- (b) act without discrimination;
- (c) not act arbitrarily or capriciously; and
- (d) not base its judgment, determination or opinion on trivial, irrelevant or immaterial factors.

12. DISPUTE RESOLUTION

12.1 Method of Resolution

All disputes or differences between the Council and Keylim arising out of or in connection with this Deed or the work to be performed under this Deed must be determined in accordance with the

SCHEDULE (continued)

procedures set out in this clause 12.

12.2 Notice of Dispute

Within 14 days of a dispute or difference arising between the Council and Keylim either party may give the other party a written notice (“Notice of Dispute”) setting out particulars of the dispute in sufficient detail to enable the other party to understand the matters at issue.

12.3 Executive Negotiations

If either party gives a Notice of Dispute to the other party identifying the dispute and giving detailed particulars of the dispute, the Chief Executive Officer of the Council or his delegate and the position of Managing Director of Keylim or his delegate, must use reasonable endeavours to resolve the dispute or difference, and for this purpose, they may undertake such investigations, hold such meetings and conduct such informal hearings as they think necessary.

If the parties’ representatives cannot resolve the dispute or difference they must attempt to agree upon a process for resolving the whole or part of the dispute or difference by means other than litigation or arbitration.

12.4 Arbitration Agreement

After the expiration of thirty 30 days (or such longer period as the parties may agree) from the giving of a Notice of Dispute, all disputes and differences not resolved by the procedures set out in clause 12.3 must be referred to arbitration. The parties agree that they may each be represented by a legal practitioner in any arbitration proceedings conducted pursuant to this clause 12.

The arbitration must be conducted in accordance with the *Commercial Arbitration Act (1990)*.

SCHEDULE (continued)

12.5 Appointment of Arbitrator

Any arbitration under this clause 12 must be carried out:—

- (a) by an arbitrator, to be selected by the President or acting President for the time being of the Institute of Arbitrators Australia; or
- (b) if they fail to select an arbitrator then an arbitrator must be appointed pursuant to the laws of Queensland.

12.6 Arbitrator's Powers

The arbitrator selected under this clause 12 may:—

- (a) make any order in regard to the provision of security for the costs of the arbitration proceedings;
- (b) direct in what manner any security for costs for the arbitration proceedings is to be applied; and
- (c) allow any party at any stage of the proceedings to raise by way of further claim, set-off, defence or cross-claim, and subject to any condition as to costs or otherwise that may be imposed by the arbitrator, any dispute or difference arising out of or in connection with the Deed or the work to be performed under the Deed.

12.7 Arbitration Costs

The arbitrator may direct how the costs of a submission, reference and award under this clause 12 are to be borne.

SCHEDULE (continued)

EXECUTED as a deed

THE COMMON SEAL of KEYLIM)

PTY LTD) is affixed in accordance with)

its articles of association of a company)

in the presence of)

.....

Secretary

.....

Director

.....

Name of secretary (print)

.....

Name of director (print)

*Local Government (Morayfield Shopping Centre
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SCHEDULE (continued)

THE SEAL of THE COUNCIL OF)

THE SHIRE OF CABOOLTURE).....

was duly affixed this)Signature of officer

day of 1996 by me)

)

an authorised officer to affix such a)

seal in the presence of)

.....

Signature of witness

.....

Name of officer (print)

.....

Name of witness (print)

.....

Office held

SCHEDULE (continued)

SCHEDULE 1

LAND

1. Lot 5 on Registered Plan 202516
2. Lot 27 on Registered Plan 211305
3. Lot 2 on Registered Plan 198546
4. Lot 1 on Registered Plan 198546

SCHEDULE (continued)

SCHEDULE 2

SPECIFIED DEVELOPMENT CONDITIONS

- (1) The Land shall be developed for the Specified Development in accordance with Plan of Development RZ05 by Kuhn Kanas Pty Ltd dated 1 July 1996 (“the Plan of Development”) subject to the specific requirements of conditions 24 to 31 relating to the provisions for roads so that the Specified Development is not constructed or developed on those parts of the Land designated as “future development” and “existing building” on the Plan of Development. Any minor variation from the Plan of Development including any minor relocation of the buildings or car park areas or the inclusion of loading docks shall be regarded as in accordance with the Plan of Development provided the other conditions of approval are complied with.
- (2) Any shops constructed or developed upon the Land shall not in aggregate exceed 36,900m² GLA.
- (3)
 - (a) The Land must not be used for the purpose of a Department Store or for any activities or facilities relating to a Department Store.
 - (b) The Specified Development does not and is not to include a Department Store or any activities or facilities relating to a Department Store.
- (4) Conditions 1, 2 and 3 do not prevent the Land being developed for any purpose for which it may lawfully be used under the Planning Scheme for the Shire of Caboolture (gazetted 12 March 1988) provided conditions 1, 2 and 3 are complied with.
- (5) The Owner is to construct kerb and channel across the full frontage of the subject land to Morayfield Road.
- (6) The Owner is to construct a 2.0 metre wide concrete footpath across the full frontage of the subject land in accordance with the Council’s

SCHEDULE (continued)

SCHEDULE 2 (continued)

standards.

- (7) A 2.0 metre wide concrete footpath is to be constructed in accordance with the Council's standards along the eastern side of the reserve. Pram ramps are to be provided in appropriate and practical locations along the length of the footpath.
- (8)
 - (a) The car parking areas are to be provided in accordance with the Council's Planning Scheme and be landscaped to the satisfaction of the Council's Manager, Environment and Development.
 - (b) Subject to the maximum depth of inundation not exceeding 300mm a maximum of 20% of the required carparking spaces may be located at or below an agreed Q5 flood level associated with the major watercourses traversing the subject land (viz Sheep Station Creek and Bi-Lo/Visentin Road watercourses). No spaces are permitted to be located below an agreed Q2 flood level.
- (9) An area within the car parking layout shall be provided for the following uses:—
 - (i) A suitable bus stop transit mall.
 - (ii) Separated taxi rank.
 - (iii) Dedicated spaces for ambulance and emergency vehicles close to pedestrian entrance points to the Specified Development.
 - (iv) Adequate parking spaces reserved for people with disabilities together with appropriate access to the Specified Development.
 - (v) Adequate safe pedestrian access through to the Specified Development.
 - (vi) Secured bicycle storage area.
- (10) All buildings facing Morayfield Road shall be constructed with architectural and design features to ensure the aesthetic finish of the buildings are in keeping with the amenity of the area. Such aspects

SCHEDULE (continued)

SCHEDULE 2 (continued)

are to be to the satisfaction of the Council.

- (11) In accordance with the Council's Floodplain Management Policy the Owner shall locate non-habitable floor levels above an agreed Q50 flood contour.
- (12) The Owner is permitted to alter existing ground contours below an agreed Q100 flood contour subject to the following:—
- no loss of flood storage for all events up to and including the Q100 event. (This requirement is to be determined by a computer terrain model based on pre and post development flood ground contours).
 - no increase in upstream or downstream flood levels for all events up to and including the Q100 event.
- (13) The Owner is required to undertake the following to the satisfaction of the Council's Director, Infrastructure Planning and Commissioning:—
- (a) A drainage impact assessment which is to include but not be limited to the following:—
- management of stormwater flow through the subject land
 - effect of flood levels associated with Caboolture River on the subject land
 - pre and post development runoff and into which catchment they discharge
 - impact of the development on downstream properties
 - proposals for managing runoff through downstream properties
 - options for retaining stormwater runoff to pre development levels
 - pollution controls during construction and following completion of the development.

SCHEDULE (continued)

SCHEDULE 2 (continued)

- (b) Pipe a minimum Q20 storm flow through the Land while providing overland flowpaths for storm events in excess of a Q20 event.
- (14) The Owner shall connect the property at no cost to the Council, to the Council's water supply reticulation mains at a point or points as directed by the Council's Director, Infrastructure Planning and Commissioning. The size and location of the connecting mains shall be as required by the Council's Director, Infrastructure Planning and Commissioning. If necessary, a 4.0 metre wide easement shall be provided through the subject land at a location determined by the Council's Director, Infrastructure Planning and Commissioning to accommodate a future water main. Easement documents shall be prepared by the Council's Solicitors at the Owner's expense. The connection to the water main on the western side of Morayfield Road with a 200mm diameter main under Morayfield Road is estimated to cost \$28,000.
- (15)
 - (a) The Owner shall connect the Land, at no cost to the Council, to the Council's sewerage reticulation mains at a point as directed by the Council's Director, Infrastructure Planning and Commissioning. The size and location of the connecting mains shall be as required by the Council's Director Infrastructure Planning and Commissioning. If necessary, a 4.0 metre wide easement shall be provided over all sewers through the Land to the satisfaction of the Council's Director, Infrastructure Planning and Commissioning.
 - (b) The existing 525mm diameter sewer is to be relocated from under any proposed buildings.
 - (c) The Owner shall meet the full cost of the Council relocating the sewer. The estimated cost of this work is currently \$200,000.
- (16) The Owner shall lodge with the Council a contribution towards water supply headworks augmentation and sewerage headworks augmentation. The contribution shall be lodged within 14 days of

SCHEDULE (continued)

SCHEDULE 2 (continued)

the issue of a building permit for any structures on the Land. The amount of headworks payable shall be at the rate applicable at the time of payment, based on the land to be included in the Central Commercial zone creating a demand equal to 60 equivalent persons per hectare for water supply and 60 equivalent persons per hectare for sewerage. If the development of the Land is staged the Council may accept contributions applicable at each stage, provided that at all times the Council retains security to the value of the unpaid contributions.

The 1996/1997 contribution rate for water supply headworks is \$646 per equivalent person and for sewerage headworks is \$854 per equivalent person. These charges are reviewed from time to time.

- (17)
 - (a) The noise generated by refrigerators, air conditioners and ventilation units on the development shall not exceed 40dB(a) between the hours of 7.00 am and 10.00 pm and 35dB(a) outside of these hours when measured at the boundary of adjoining residential properties to the north of the Land.
 - (b) During construction, the operations shall adhere to the Department of Environment's Environmental Guideline E29 "Noise from Construction, Renovation, Maintenance and Demolition Sites".
 - (c) The findings of the Kamst and Simpson Environmental and Acoustical Report shall be adhered to at all times.
 - (d) The operations shall adhere to the Department of Environment's Guideline E80 "Refrigeration, Airconditioning and Ventilation Equipment on Commercial and Industrial Premises".
- (18)
 - (a) A ten (10.0) metre wide landscaped buffer area shall be provided along the northern boundary of the Land adjacent to residential properties consisting of a 6.0 metre wide landscaped area and the 4.0 metre wide footpath. The landscaping is to include a well drained soil mound to be positioned and densely

SCHEDULE (continued)

SCHEDULE 2 (continued)

planted to the requirements of the Council's Manager, Environment and Development. Such planting shall include evergreen species with non intrusive roots. The buffer zone including the mound should be drained so as to cause no drainage problems within the existing residential area.

- (b) A two (2.0) metre high solid screen fence shall be provided along the whole northern boundary of the site allowing for a gap for pedestrian/bikeway access. The fence is to be erected prior to construction commencing and is to be built in accordance with the Environment and Acoustical Consultants Report by Kamst and Simpson.
- (19) Lighting of the development and car parking area shall be installed so as to not adversely affect the amenity of existing residents in neighbouring properties.
- (20) The Owner shall dedicate to the Council that area of the Land cross hatched on the WBM Figure 2.1 a copy of which may be inspected at the office of the Council at Beerburum Road, Caboolture, being the area outside the southern extent of approved roadworks as set out in the letter from the Council to Keylim Pty Ltd dated 25 January 1996 and the letter dated 15 February 1996 from Leda Design and Construction Pty Limited to the Council, excluding that portion of land required for road purposes to connect the Land to Buchanans Road.
- (21) The Owner shall provide siltation/erosion/pollution control devices both temporary (ie. during construction) and permanent in accordance with section 9 of the Queensland Urban Drainage Manual to the satisfaction of the Council's Director, Infrastructure Planning and Commissioning.
- (22) The Council has declared itself to be "Awareness Shire for Disabled Persons' Access". The Council requires that any development subject to Statutory requirements for the provision of disabled persons' facilities comply in all aspects, and where compliance is

SCHEDULE (continued)

SCHEDULE 2 (continued)

not statutory earnest consideration be given to ensure the community's disabled persons are assured of suitable access and facilities within the development.

Australian Standards 1428.1–1988, 1428.2, 1428.3, 1428.4–1992 apply.

- (23) The Owner shall lodge a cash bond or bank guarantee to secure the performance of works and payment of contributions required by Condition (16). The actual amount of security to be lodged shall be determined by the Council's Director, Infrastructure Planning and Commissioning.
- (24) (a) The applicant is to provide a "north-south" road dedication through the subject land (which "north-south" road dedication, includes the connection of that road from the south-west boundary of Lot 2 on RP 883029 around and generally along the southern boundary of the land up to the intersection of that proposed road with Morayfield Road) to facilitate construction of a road linking all future commercial developments. The road dedication is to be a minimum width of 16.0 metres north of the proposed future Buchanans Road connection and 20.0 metres south and west of this connection. Provided that the intersections of that road with entrances to the shopping centre and with the future Buchanans Road connection shall be greater than 20.0 metres where necessary to accommodate any works to properly and reasonably accommodate turning movements. The dedication may be used to provide major circulation routes within the subject development but must be exclusive of direct vehicle parking. Access points to the road must be created as intersection points, to the satisfaction of the Council's Director, Infrastructure Planning and Commissioning (and at its intersection with Morayfield Road to the satisfaction of the Chief Executive Department of Main Roads), to ensure its future viability as a circulation route is not compromised. Such dedication is to be required prior to the

SCHEDULE (continued)

SCHEDULE 2 (continued)

issue of a Building Permit.

- (b) The Owner is required to construct the section of “north-south” road within the subject land. Minimum construction standards are:—
- design ESA’s 1x10⁶
 - pavement depth determined by soaked CBR values
 - width 7 metres with kerb and channel on both sides
 - 40mm asphaltic concrete surfacing
 - 60kph design speed
 - Q20 stormwater drainage.
- (c) South of Buchanans Road connection, the “north-south” road may be constructed below the Q20 flood contour associated with Sheep Station Creek but at or about the Q10 flood contour associated with the minor catchment which extends across Morayfield Road adjacent to existing car sales yards.
- (25) (a) Prior to the issue of Certificate of Classification for the Specified Development the Owner shall construct a minor two lane road link from the proposed “north-south” road between the Land and the railway to Buchanans Road east of the railway. Such link may be generally in accordance with Dwg. 8C 085–000–Sk 26 prepared by Sinclair Knight Merz a copy of which may be inspected at the office of the Council at Beerburrum Road, Caboolture to underpass the railway line and not provide full highway clearances. The Owner shall construct new intersection works at the intersection of Buchanans Road and the proposed new link between Buchanans Road and the “north-south” road (to be dedicated in accordance with Condition (24)) for the purpose of accommodating the forecast future traffic. Such work to be designed and constructed in accordance with the reasonable standards and requirements of the Council.

SCHEDULE (continued)

SCHEDULE 2 (continued)

- (b) Prior to the issue of a Building Permit for the erection of any Department Store component of any future development, the owner shall carry out additional traffic studies which address the impact of the extension on all nominated roads in the area, including a flood free elevated road connection between the “north-south” road and Buchanans Road to the east of the site, and identify those works to be undertaken as part of the development of any Department Store.

These matters are to be to the Department of Main Roads and Council’s satisfaction.

- (26) (a) No connection from the ring road to Poinciana Avenue has been approved. However the Owner shall:—
- (i) provide a twenty (20.0) metre wide road dedication with access restriction strips at this location (to facilitate pedestrian movements and maintain future development options).
 - (ii) provide concrete pedestrian and cycle paths between Poinciana Avenue and the development.
 - (iii) provide a northern road connection to the ring road in a location compatible with the Council’s policy and to the satisfaction of the Council’s Director, Infrastructure Planning and Commissioning. Such a connection is to be in the vicinity of the south west boundary of Lot 2 on RP 883029.
- (b) The Owner shall prior to completion of the ring road on Lot 27 on RP 211305 construct the road connection shown on the Plan of Development from the ring road to a point on the south-west boundary of Lot 2 on RP 883029.
- (27) The Owner shall pay to the Council the sum of \$130,000.00 towards the cost of upgrading of Buchanans Road (Council’s road) where it is inadequate for additional traffic associated with the Specified Development.

SCHEDULE (continued)

SCHEDULE 2 (continued)

- (28) Prior to the issue of Certificate of Classification for the Specified Development, the Owner shall upgrade the following intersections with Morayfield Road generally as depicted on Drawing No. T779 P2A prepared by Roger Brameld Consulting Pty Ltd a copy of which may be inspected at the office of the Council at Beerburum Road, Caboolture:—
- Morayfield Road/Caboolture River Road/Site Access
 - Morayfield Road/Site Access between Caboolture River Road and Michael Avenue
 - Morayfield Road/Michael Avenue
 - Morayfield Road/Site Access between Michael Avenue and Torrens Road
 - Morayfield Road/Torrens Roads
- together with the roadworks generally in accordance with those illustrated on Drawing No. T779–P2A between Caboolture River Road and Torrens Road.
- (29) (a) The Owner shall contribute the sum of \$400,000 towards the cost of future intersection upgrading to accommodate the future growth in traffic at those intersections, which growth in traffic includes traffic generated by the Specified Development—
- Graham Road/Morayfield Road
 - Lindsay Road/Morayfield Road
 - Walker Road/Morayfield Road
- (b) The said sum of \$400,000 will be paid to the Chief Executive, Department of Main Roads prior to the issue of the Certificate of Classification of the Specified Development.
- (30) The roadworks shall be designed by a consultant approved by the Department of Main Roads for design of works on State-controlled roads and the contractor who undertakes the work shall be approved

SCHEDULE (continued)

SCHEDULE 2 (continued)

by the Department of Main Roads for works on State-controlled roads.

- (31) (a) Design of roadworks in respect of State-controlled roads shall be in accordance with current standards and conditions for construction of State-controlled roads.
- (b) The said sum of \$400,000 will be paid to the Chief Executive, Department of Main Roads prior to the issue of the Certificate of Classification for the Specified Development.

(32) In these conditions:—

- **“bulky retail”** means a building or premises used or intended for the sale, or displaying or offering for sale, by retail of goods being any one or more of the following:—
 - (i) floor coverings and wall tiles;
 - (ii) furniture and furnishings;
 - (iii) domestic appliances;
 - (iv) household goods;
 - (v) domestic fittings;
 - (vi) hardware;
 - (vii) building and construction materials;
 - (viii) auto and auto accessories;

not being a Department Store, discount department store or supermarket and not relating to Department Store, discount department store or supermarket activities or facilities.

- **“Department Store”** means a single self-contained retailing outlet offering a wide variety of goods and ancillary services with the provision of personal service to customers by retailing staff (as distinguished from fast service checkout facilities commonly associated with discount department stores and supermarkets), being such outlets of the type commonly

SCHEDULE (continued)

SCHEDULE 2 (continued)

operated in Australia under the names David Jones, Grace Brothers, Myer, So Go and Daimaru.

- **“GLA” or “Gross Lettable Area”** means the sum of the tenancy areas in the shopping centre calculated by adopting the following method in respect of each tenancy—

Measurement is taken:—

- (a) in the case of external building walls, fire passage walls, service passage walls, and the like, from the internal finished surface of the dominant portion of those walls;
- (b) in the case of inter-tenancy walls, from the centre line of those walls; and
- (c) in the case of shopfronts, from the mall alignment as determined and indicated on the appropriate floor plan of the tenancy regardless of whether or not the shopfront is set back, in whole or in part, from the mall alignment.

Included in the lettable area of each tenancy are areas occupied by window mullions, window frames, structural columns, engaged perimeter columns or piers and areas occupied by additional facilities specially constructed for individual tenants.

Excluded from the lettable area of each tenancy are:—

- (a) any public or common stairs, recessed doorways, toilets, cupboards, lift shafts, plant rooms and other service areas where same are provided as common facilities for other occupiers of the building;
- (b) any areas set aside as public spaces or thoroughfares or for use by service vehicles for the delivery of goods and access ways thereto where such areas are not for the exclusive use of a tenant;
- (c) areas having less than 1.5 metres clear height above floor level.

SCHEDULE (continued)

SCHEDULE 2 (continued)

- **“Land”** means the Morayfield Shopping Centre Land described in the Schedule to the Local Government (Morayfield Shopping Centre Zoning) Act 1996.
- **“Owner”** means the registered proprietor from time to time, of the Land.
- **“shop”** has the same meaning as that term is defined in the Planning Scheme for the Shire of Caboolture (gazetted 12 March 1988), but does not include “bulky retail” as herein defined.

ENDNOTES

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2 Date to which amendments incorporated

This is the reprint date mentioned in the Reprints Act 1992, section 5(c). However, no amendments have commenced operation on or before that day. Future amendments of the Local Government (Morayfield Shopping Centre Zoning) Regulation 1996 may be made in accordance with this reprint under the Reprints Act 1992, section 49.

3 Key

Key to abbreviations in list of legislation and annotations

<p>AIA = Acts Interpretation Act 1954</p> <p>amd = amended</p> <p>ch = chapter</p> <p>def = definition</p> <p>div = division</p> <p>exp = expires/expired</p> <p>gaz = gazette</p> <p>hdg = heading</p> <p>ins = inserted</p> <p>lap = lapsed</p> <p>notfd = notified</p> <p>om = omitted</p> <p>o in c = order in council</p> <p>p = page</p> <p>para = paragraph</p> <p>prec = preceding</p> <p>pres = present</p> <p>prev = previous</p>	<p>(prev) = previously</p> <p>proc = proclamation</p> <p>prov = provision</p> <p>pt = part</p> <p>pubd = published</p> <p>R[X] = Reprint No.[X]</p> <p>RA = Reprints Act 1992</p> <p>reloc = relocated</p> <p>renum = renumbered</p> <p>rep = repealed</p> <p>s = section</p> <p>sch = schedule</p> <p>sdiv = subdivision</p> <p>SIA = Statutory Instruments Act 1992</p> <p>SL = subordinate legislation</p> <p>sub = substituted</p> <p>unnum = unnumbered</p>
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4 List of legislation

Local Government (Morayfield Shopping Centre Zoning) Regulation 1996 SL No. 239

notfd gaz 13 September 1996 pp 166–7

commenced on date of notification