

Your reference  
Our reference 5801/2017/ADP: EK  
Contact Officer Edina Krkalic  
Telephone (07) 3810 6897



**Ipswich City Council**

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Springfield Land Corporation Pty Ltd  
C/- LandPartners  
Attn: Mark Lewis  
Email: [mark.lewis@landpartners.com.au](mailto:mark.lewis@landpartners.com.au)

4 October 2017

Dear Mark,

**Re: Area Development Plan Application - Approval**  
**Application No: 5801/2017/ADP**  
**Proposal: Area Development Plan to Reconfigure One (1) Management Lot into Two (2) Management Lots and Access Easement**  
**Property Location: 7001 Vedanta Drive, SPRINGFIELD LAKES QLD 4300**

I refer to the above development application which was decided on 4 October 2017.

Enclosed with this letter is:

Decision Notice, including:

- Attachment A – Assessment Manager's Conditions
- Attachment B – Approved Plans
- Resolution of Disputes or Differences

If you have any queries in regards to this application, please contact Edina Krkalic on the telephone number listed above.

Yours faithfully

A handwritten signature in black ink, appearing to read 'SD', written over a horizontal line.

Sean Dickson  
**ACTING TEAM COORDINATOR (DEVELOPMENT)**

Cc. Queensland Urban Utilities

Our Reference: 5801/2017/ADP: EK  
Contact Officer: Edina Kralic  
Telephone: (07) 3810 6897



4 October 2017

**DECISION NOTICE APPROVAL**  
(Given under section 316(2) of the *Planning Act 2016*)

**Applicant details**

Applicant name: Springfield Land Corporation Pty Ltd  
Applicant contact details: [mark.lewis@landpartners.com.au](mailto:mark.lewis@landpartners.com.au)

**Application details**

Application number: 5801/2017/ADP  
Application type: Area Development Plan  
Description of proposed development: Area Development Plan to Reconfigure One (1) Management Lot into Two (2) Management Lots and Access Easement  
Date application received: 10 August 2017

**Site details**

Property location: 7001 Vedanta Drive, SPRINGFIELD LAKES QLD 4300  
Real property description: Lot 2 SP 275460

**Decision**

Date of decision: 4 October 2017  
Decision Authority: Acting Team Coordinator (Development)

**1. Decision Details:**

<b>Development</b>	<b>Approval Type</b>	<b>Decision</b>	<b>Currency Period</b>
Area Development Plan to Reconfigure One (1) Management Lot Into Two (2) Management Lots and Access Easement	Development Permit	Approved in full subject to the conditions set out in Attachment A	Four (4) years

**2. Conditions of Assessment Manager (Ipswich City Council)**

Refer to Attachment A for Assessment Manager Conditions.

**3. Approved Plans Specifications and Drawings**

The approved plans, specifications and drawings for this development approval are:

- (a) The plans and documents referred to in the table below (including the amendments that are required to be made to those plans and documents); and
- (b) Where the amended version of the plans and documents referred to in the table below have been approved by the Assessment Manager, the amended version of those plans and documents.

The plans referenced below are included as Attachment B of this decision notice.

<b>APPROVED PLANS</b>				
<b>Reference No. &amp; Revision No.</b>	<b>Description</b>	<b>Prepared By</b>	<b>Date</b>	<b>Amendments Required</b>
<b>Aspect of development: all</b>				
Plan No. BRIK3577.000-020 Rev A	Proposed Reconfiguration	LandPartners	9 August 2017	The proposed boundary between Lot 3 and Lot 4 is to align with the approved boundaries of the Vedanta Precinct Plan (Council development permit no. 6980/2006/ADP) as detailed in red.

**4. Referral Agencies**

Not applicable to this decision.

**5. Variation Approval**

Not applicable to this decision.

**6. Further Development Permits**

Not applicable to this decision.

**7. Environmental Authority**

Not applicable to this decision.

**8. Properly Made Submissions**

Not applicable to this decision.

**9. Currency period for the approval (section 85 of Planning Act 2016)**

The currency period for this approval is as outlined in part 1 – 'decision details' of this decision notice, starting the day the approval takes effect. Unless the currency period is extended by the Assessment Manager pursuant to section 87 of the *Planning Act 2016*, this development approval lapses in accordance with section 85 of the *Planning Act 2016*.

**10. When approval lapses if development started but not completed— variation approval**

Not applicable to this decision.

**11. Other requirements under section 43 of the Planning Regulation 2017**

Not applicable to this decision.

**12. Infrastructure**

Not applicable to this decision.

**13. Infrastructure Charges**

- (a) No infrastructure charges have been levied by Council for the proposed development.
- (b) From 1 July 2014, the Central SEQ Distributor-Retailer Authority (QUU) will issue all Infrastructure Charges Notices for charges relating to water and wastewater. For further information, it is recommended that you contact QUU's developer customer service team on (07) 3432 2200.

**14. Appeal Rights**

Attachment B is an extract from Section 11 of Part 14 (Springfield Structure Plan) of the Ipswich Planning Scheme which details the applicant's appeal rights and the appeal rights of any submitters regarding this decision.

**Attachment A**  
**Assessment Manager's Conditions**  
**File No: 5801/2017/ADP**

**Location: 7001 Vedanta Drive, SPRINGFIELD LAKES QLD 4300**

**Proposal: Area Development Plan to Reconfigure One (1) Management Lot into Two (2) Management Lots and Access Easement**

Assessment Manager (Ipswich City Council) Conditions Conditions applicable to this approval under the Planning Act 2016		
No.	Condition	The time by which the condition must be met, implemented or complied with
<b>1.</b>	<b>Basis of Approval</b>	
	<p>This approval incorporates as a condition, the applicant's common material (as defined in Schedule 24 – Dictionary of the <i>Planning Regulation 2017</i> for the application and adherence to all relevant Council Local Laws and/or the <i>Ipswich Planning Scheme</i> (including Planning Scheme Policies) unless otherwise varied by this approval or varied by a condition of this approval.</p> <p>Note: Any variation in the development from that approved herein may constitute assessable development pursuant to the <i>Planning Act 2016</i>.</p>	From the commencement of the construction of the development and at all times thereafter.
<b>2.</b>	<b>Minor Alterations</b>	
	Notwithstanding the requirements detailed in this approval, any other minor alterations accepted in writing by the assessment manager will suffice.	At all times after the approval is granted.
<b>3.</b>	<b>Subdivision Plan</b>	
	The applicant must submit to the assessment manager a subdivision plan generally in accordance with the approved plans outlined in part 3 of the development permit.	In conjunction with the lodgement of the application to sign the subdivision plan.
<b>4.</b>	<b>Rates in Arrears</b>	
	The applicant must pay any outstanding rates and other expenses as a charge against the land in accordance with the provisions of the <i>Sustainable Planning Regulation 2009</i> .	Prior to the assessment manager signing the subdivision plan.
<b>5.</b>	<b>Locality References</b>	
(a)	The applicant must ensure any place name, estate name or development name used in respect of this development in any form of advertising or communication (excluding a reference to a building, structure or the like and excluding minor, subsidiary signage within a development to Council's satisfaction) must specify the relevant, approved place name under the <i>Place Names Act 1994</i> and must comply with the following:	At all times after the approval is granted.

	<p>(i) be in the same colour, background colour, typeface, font, font characteristics and character spacing as the place/estate/development name;</p> <p>(ii) be in lettering at least 50% of the size of the place/estate/development name;</p> <p>(iii) be in the same orientation as the place/estate/development name;</p> <p>(iv) be in either title case or all in upper case.</p>	
(b)	The applicant must not at any time refer to the location of the site or the development, including the place or estate, as being located in Brisbane or a Brisbane suburb or in the metropolitan area or in the western suburbs.	At all times after the approval is granted.

<b>6.</b>	<b>Limits to Approval</b>	
(a)	The applicant must ensure that in accordance with Clause 2.2.4.1 of the Springfield Structure Plan, all proposed lots are approved for "reconfiguration purposes only" and must not be used or developed for any purpose until approval of a subsequent Area Development Plan which provides for the use and/or development of such land.	At all times after the approval is granted.
(b)	The applicant must ensure that in accordance with Section 16 of the Springfield Infrastructure Agreement, management lots must not be transferred without the prior written consent of the Council.	At all times after the approval is granted.

**Assessment Manager (Ipswich City Council) Advice**

The following advice is offered for your information only and should not be viewed as mandatory conditions of this approval.

<b>1.</b>	<b>Fire Ants</b>
(a)	In accordance with the <i>Plant Protection Act 1989</i> and the <i>Plant Protection Regulation 2002</i> , a quarantine notice has been issued for the State of Queensland to prevent the spread of the Red Imported Fire Ant (ant species <i>Solenopsis Invicta</i> ) and to eradicate it from the State.
(b)	It is a legal obligation to report any sighting or suspicion of Fire Ants within 24 hours to Biosecurity Queensland on 13 25 23. Biosecurity Queensland must be notified of proposed development(s) occurring in the Fire Ant Biosecurity Zone before earthworks commence. It should be noted that works involving movements of soil associated with earthworks may be subject to movement controls and failure to obtain necessary approvals from Biosecurity Queensland is an offence. The Fire Ant Biosecurity Zone as well as general information can be viewed on the Department of Agriculture and Fisheries website <a href="http://www.daf.qld.gov.au/fireants">www.daf.qld.gov.au/fireants</a> .
(c)	The land over which you have made a development application is within a suburb known to have Fire Ants and as such is within a "Biosecurity Zone". The presence of Fire Ants on the site may affect the nature, form and extent of works permitted on the site. In view of this it will be necessary for you to contact the Biosecurity Queensland to investigate the site and for you to implement any necessary matters required prior to the commencement of any works.
<b>2.</b>	<b>Local Government Regulation 2012</b>
	This property may be subject to the provision of Section 116 of the <i>Local Government Regulation 2012</i> . This section of the regulation limits any increase in rates to a predetermined percentage. In accordance with Council's budget and rating resolutions, if the property is sold or reconfigured in any way (eg subdivision, dedication or partial dedication, amalgamation) this benefit will no longer apply. For further information please contact the Ipswich City Council Customer Contact Centre on (07) 3810 6666.
<b>3.</b>	<b>Section 73 of the <i>Planning Act 2016</i></b>
	Pursuant to section 73 of the <i>Planning Act 2016</i> , a development approval including any conditions of approval is binding on the owner, the owner's successor in title and any occupier of the land.

## Attachment C

## Appeal Rights

The following is Section 11 of the Springfield Structure Plan

Part 14—Springfield Structure Plan

Ipswich Planning Scheme

**Section 11—Resolution of Disputes or Differences Regarding Council Decisions**

**11.1** All disputes or differences at any time arising out of any decision or exercise of any discretion by or on behalf of Council or its delegate or officers under or in connection with any provision of the Structure Plan shall be decided as follows—

**11.1.1** Any person including any applicant to the Council for approval, consent, permission or otherwise any person relying on or affected by such decision or exercise of discretion but not including the Council, may (without being obliged to do so) not later than 14 days after the dispute or difference arises or within 14 days of the facts or circumstances giving rise to the dispute or difference becoming known to that person or within 14 days after such facts or circumstances ought to have become known to that person, whichever is the earliest, give to the Chief Executive Officer of the Council by hand delivery or certified mail notice in writing of the dispute or difference identifying in such notice—

- (i) the subject matter of the dispute or difference;
- (ii) the provision(s) of the Structure Plan in respect of which the dispute or difference arises

and such notice shall contain or be accompanied by adequate particulars of the dispute or difference and all relevant written material relating thereto

**11.1.2** The giving of such notice shall operate as a complete and unconditional bar and waiver by the Council and by the person giving the notice to initiate commences or proceed or continue with any litigation, or to object in any way in respect of the subject matter of the dispute or difference until after the actions and procedures herein have been taken and followed

**11.1.3** Within 7 days after the giving of such notice the Council and the person giving the notice (hereinafter referred to as "the parties" or individually referred to as "party") shall confer at least once to attempt to resolve the dispute or difference. At such conference they shall each be represented by a person who has authority to agree to a resolution of the dispute or difference on their behalf. Each party shall use their best endeavours and take all reasonable steps to attempt to resolve the dispute or difference by agreement. For

this purpose the parties shall in good faith undertake such investigations, hold such meetings, exchange such information and conduct such informal hearings as may be considered necessary or desirable.

**11.1.4** If the dispute or difference is not resolved within 14 days from the giving of the said notice or if at any time either party (acting reasonably) considers that the other is not using its best endeavours or taking all reasonable steps to attempt to resolve the dispute or difference by agreement, the party other than the Council may by giving notice in writing (by hand delivery or certified mail) to the Chief Executive Officer of the Council refer such dispute or difference for determination by an expert as follows—

**11.1.4.1** The expert shall be selected by either party from any (previously agreed list of experts, such selection to be effective upon the giving of notice in writing to the other, and in the absence of any such list and/or if within 7 days from the giving of the second notice the parties are unable to agree upon the identity of the expert, or the expert selected or agreed upon by them signifies that he is unable or unwilling to act, the expert shall be as appointed at the request of either party by the President for the time being of the Queensland Law Society Incorporated who shall nominate a person having the qualifications set out below. Within 7 days of such selection agreement or nomination the parties shall jointly appoint in writing the selected or agreed or nominated expert and if either refuses to join in the appointment the other is hereby irrevocably authorised to appoint the expert.

**11.1.4.2** The expert shall have experience and qualifications relevant to the subject matter of the dispute



## Ipswich Planning Scheme

## Part 14—Springfield Structure Plan

- 11.1.4.3** Within 7 days after the appointment of the expert the parties shall meet with the expert to agree upon the procedure (including whether to proceed by way of mediation in accordance with 11.1.4.15) to be adopted in resolving the dispute or differences and failing agreement between them within 10 days from such appointment the procedure shall be as determined by the expert having regard to the other provisions hereof.
- 11.1.4.4** The person appointed shall act as an expert and not as an arbitrator.
- 11.1.4.5** By their appointment the parties confer on the expert the following functions and powers, namely the expert—
- (a) may take submissions orally or in writing from either or both parties or their representatives or from any other person or entity;
  - (b) is not bound by rules of evidence and may inform himself or herself in relation to any matter in dispute in such manner as he or she thinks fit;
  - (c) may require the provision of material or information or data by either or both parties to the expert or to one another and within such time periods as the expert may in his or her sole discretion determine and the parties shall comply with such requirements;
  - (d) after conferring with the parties about the costs of doing so, shall be entitled to engage and consult with any adviser, legal or technical, as he or she may see fit;
  - (e) shall otherwise have the power to proceed to the resolution of the dispute or difference in such a manner and subject to such rules as the expert in his or her absolute discretion determines is suitable for the nature of the dispute or difference.
- 11.1.4.6** The expert must act in accordance with the principles of natural justice and fairness.
- 11.1.4.7** The parties may be represented before the expert and shall be entitled to call such witnesses and make such submissions as they consider desirable or necessary.
- 11.1.4.8** Either party may be represented before the expert by a legal practitioner but only where—
- (a) the other party is represented by a legally qualified person, or
  - (b) both parties agree, or
  - (c) the expert agrees that either or both of the parties may be legally represented.
- 11.1.4.9** The parties shall pay the expert's costs (including the costs of engaging and consulting advisers) equally.
- 11.1.4.10** Without limiting in any way the exercise by him or any of the powers and functions referred to above, the expert must in making his determination have regard to all matters mentioned in the Protocol and such other matters as to him seem relevant including any other expert determination to the extent it is relevant.
- 11.1.4.11** Any decision of the expert shall not in any circumstances be given any retrospective operation except in relation to the particular dispute or difference giving rise to that decision.



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## Ipswich Planning Scheme

- 11.1.4.12** The parties to the dispute or difference shall at all times do all things which the expert requires of them in connection with his determination and shall co-operate and assist the expert in every reasonable way with his determination. No party shall wilfully do or cause to be done any act to delay or prevent the determination by the expert.
- 11.1.4.13** The expert shall give his decision in writing and state the reasons for his decision as soon as is practicable.
- 11.1.4.14** Either of the parties may at any time by application to any court of competent jurisdiction have any question of law arising in the course of the expert's determination determined by any such court.
- 11.1.4.15** The expert may in his sole discretion and at any time seek to resolve the dispute or difference by acting as a mediator or conciliator between the parties before or during his determination. For that purpose the expert may require the parties to confer with him at any time in relation to the whole or any part of or in respect of any aspect of the dispute or difference and direct what if any procedures are to be followed by the parties in such conciliation or mediation. In acting as mediator or conciliator the expert is bound by the rules of natural justice.
- 11.1.4.16** The person acting as expert may not be called as a witness in any proceedings before any court, tribunal or body.
- 11.1.4.17** No matter or thing done or omitted to be done by the expert, if the matter or thing is done in good faith for the purpose of these provisions shall subject the expert to any action, liability claim or demand.
- 11.1.4.18** The expert must not without reasonable excuse disclose information coming to his knowledge during or in connection with his determination. It shall be a reasonable excuse to disclose information if the disclosure is made with the consent or agreement of all parties to the determination or for the purposes of the register hereinafter mentioned or for a proceeding founded on fraud alleged to be connected with or to have happened during the determination or under a requirement imposed by or under any law.
- 11.1.4.19** No documents, admissions, evidence or other material produced or relied on in the course of the determination and nothing said or done in the course of the determination may be referred to or relied upon by any party to the dispute or difference and shall not be admissible in evidence in any proceedings before any court, tribunal or body about the same or any similar dispute or difference unless all the parties to the determination consent or agree or the same is discoverable or otherwise required or able by law to be disclosed or relied on.
- 11.1.5** Subject to 11.1.7 and 11.1.4.11, the expert's decision shall be final and binding upon the parties. Where that decision bears upon the meaning, enforceability, interpretation or validity of any provision of this Structure Plan, that decision shall be deemed for all purposes to form part of and be incorporated in this Structure Plan, and his decision shall be substituted for any decision made by or on behalf of the Council or its delegates or officers.
- 11.1.6** Subject to the exercise of its rights under sub-clause 11.1.7, the Council shall formally adopt and recognise the determination of the expert as soon as practicable after the expert's determination is made known.



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## Part 14—Springfield Structure Plan

- 11.1.7** If within 14 days after the expert hands down his decision any party to the dispute or difference gives written notice to the other that it does not agree with his decision or some part of it, and that it intends to apply to the Court for determination of the matter, thereafter any party shall be entitled to commence or continue proceedings for determination of the dispute or difference by a Court of competent jurisdiction. If any party in such notice disputes only part of the expert's decision, the remainder of the decision shall to the fullest extent possible continue to have effect in accordance with sub-clause 11.1.5. Any such proceedings to the Court must be commenced within 7 days after the service of such written notice. The giving of such notice is a condition precedent to the commencement of any litigation in respect of such dispute or difference. The failure to give such notice within the said 14 day period, or to commence such proceedings within the said 7 day period, shall be an absolute bar to the giving of such notice or the commencement of such proceedings at any time thereafter and in addition such failure shall operate as a complete and unconditional waiver by each party to object in any way (including by litigation) at any time and for any reason to the matters the subject of the dispute or difference, and the expert's decision shall be final and binding upon the parties in accordance with clause 11.1.5.
- 11.2** Where a determination of the Court amends or alters a decision of the expert or the Council, the determination of the Court supersedes the decision of the expert or as the case requires the Council.
- 11.3** Nothing in 11.1.7 shall be construed as preventing the parties from agreeing that the expert's decision is final and binding in respect of a particular matter and excepting a case of error of law any such agreement has effect according to its terms.
- 11.4** The Council shall keep and maintain a register of all determinations under those provisions in which it shall record and make available for inspection by any member of the public during its normal office hours a summary of each determination, such summary to be prepared and provided by the expert making the determination.
- 11.5** All documents, submissions and other material of whatsoever nature provided to the expert for the purpose of or in the course of or in connection with any determination shall at the conclusion of the determination be delivered up by the expert to the Council. All material to be delivered to the Council shall be kept by the Council for at least seven years. The Council shall not allow any such material to be made available or used or copied for any purpose except in connection with the particular dispute or difference unless the parties to the dispute or difference otherwise agree.
- 11.6** Nothing herein shall prejudice the right of a party to institute proceedings at any time for urgent injunctive or declaratory relief in respect of a dispute or difference.
- 11.7** Time shall be of the essence in respect of all the provisions in this Section.
- 11.8** In this section—
- "day" means calendar day;
  - "Protocol" means the Protocol contained in section 11.9 between the Ipswich City Council and Springfield Land Corporation which establishes the agreed goals and objectives, roles and responsibilities between them in relation to the operation in practice of these provisions.
- 11.9 Alternative Dispute Resolution Protocol**
- The purpose of this protocol is to record how the parties intend the ADR provisions in section 11 of the Structure Plan will operate in practice.
- The ADR provisions are intended to operate to bring the parties together to maximise the opportunity for them to resolve differences amicably without recourse to expensive and time consuming litigation. The attitude of the parties' representatives and how they approach ADR is a key element in achieving this goal.
- Accordingly it is intended that the parties—
- (i) avoid adopting polarising positions;
  - (ii) have and demonstrate a genuine preparedness to listen and understand as objectively as possible each other's views;
  - (iii) be open minded and sympathetic to compromises which address most, if not all of their differences;
  - (iv) have frequent and open dialogue both within and outside the steps and mechanisms contained in section 11 to maximise the opportunity for achieving resolution.



## Part 14—Springfield Structure Plan

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It is intended that the extent to which the parties or the expert engages others to assist in submissions to the expert will depend inter alia upon such factors as the importance, urgency, complexity and the like of the dispute or difference.

The expert should discuss with the parties at the beginning of any involvement the likely costs.

Nothing in section 11 should be construed as preventing the parties from meeting on a 'without prejudice' or otherwise basis during and outside the expert determination processes with a view to endeavouring to resolve their differences.

The rationale behind section 11.5 and 11.4.16 is to encourage the parties to be as open and frank with the expert as is possible and without fear that anything the expert learns or any information etc made available in the course of ADR may prejudice legal rights which might be exercised by either party subsequently.

The expert should prepare and provide to the parties a summary of findings which can contain reasons for the findings.

If because of legal time periods within which legal rights or remedies must be instituted a party has to commence court proceedings before or during ADR, the parties should jointly inform the Court that notwithstanding the commencement of those proceedings they wish to embark upon alternative dispute resolution procedures with a view to resolving their difference. It is expected the Court will encourage that action and allow the court proceedings to be put on hold while ADR is pursued.





Boundary between Lot 3 and Lot 4 to align with the approved boundaries of the Vedanta Precinct Plan (Council development permit no. 2006/00010/ADP)

Pursuant to the Planning Act 2016, this plan forms part of Council's approval for

Approval No: 5801/17/ADP

Date: 4 October 2017

**Signed:**

UNIVERSITY OF CALIFORNIA, BERKELEY

## Sho Boundary

Proposed Access Easement

THE UNIVERSITY OF CHICAGO