

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

Sunshine Coast Regional Council
(Council)

Northern SEQ Distributor-Retailer Authority
(Unitywater)

Investa Residential Group Pty Ltd (Owner of Area A)
(Landowner A)

Marilyn Anne Crosby, Benjamin John Jude Crosby and Peter Gerard Boyce as personal representatives of the Estate of Peter Vincent Crosby (Owner of Area B)
(Landowner B)

Gerard Joseph McCafferty (Owner of Area C)
(Landowner C)

Contents

| | | |
|---------------|---|-----------|
| Part 1 | Preliminary | 1 |
| Part 2 | Terms agreed by the parties | 3 |
| 1. | Introduction | 3 |
| 1.1 | Short title | 3 |
| 1.2 | Deed..... | 3 |
| 1.3 | Date | 3 |
| 2. | Interpretation | 3 |
| 2.1 | Definitions..... | 3 |
| 2.2 | Undefined word | 11 |
| 2.3 | References | 12 |
| 2.4 | Construction | 15 |
| 3. | Infrastructure agreement | 16 |
| 3.1 | Infrastructure agreement under the Planning Act and SEQ Water Act..... | 16 |
| 3.2 | Application of the infrastructure agreement..... | 16 |
| 3.3 | Relationship of the parties..... | 16 |
| 3.4 | Relationship to a law | 16 |
| 3.5 | Relationship to a Landowner | 17 |
| 3.6 | Relationship to an Owner..... | 17 |
| 3.7 | Relationship to an Application..... | 17 |
| 3.8 | Relationship to an Approval | 17 |
| 3.9 | Relationship to a Planning Instrument | 17 |
| 3.10 | Relationship to an instrument for an Infrastructure Contribution | 18 |
| 4. | Operation of the infrastructure agreement | 18 |
| 4.1 | Commencement of the infrastructure agreement..... | 18 |
| 4.2 | Proposed Planning Instrument..... | 18 |
| 4.3 | Termination of the infrastructure agreement..... | 20 |
| 4.4 | Consequences of the termination of the infrastructure agreement | 20 |
| 5. | Infrastructure obligations | 20 |
| 5.1 | Infrastructure Contribution Schedule | 20 |
| 5.2 | Special Conditions | 21 |
| 5.3 | Action to give effect to an Infrastructure Contribution..... | 21 |
| 5.4 | Purpose or use of an Infrastructure Contribution..... | 21 |
| 6. | Land Contribution | 22 |
| 6.1 | Application of this clause..... | 22 |
| 6.2 | Specification of a Land Contribution | 22 |
| 6.3 | Action to give effect to a Land Contribution | 22 |
| 6.4 | Form of a Land Contribution | 23 |
| 6.5 | Perpetuity period for a Land Contribution | 23 |
| 6.6 | Provision of Land Contribution by Infrastructure Authority | 23 |
| 6.7 | Notice for the provision of a Land Contribution | 24 |
| 7. | Work Contribution | 25 |
| 7.1 | Application of this clause..... | 25 |
| 7.2 | Design and specification of a Work Contribution | 25 |
| 7.3 | Change to the design and specification of Prescribed Development Infrastructure Work..... | 26 |
| 7.4 | Approval of a Work Contribution | 27 |
| 7.5 | Insurance of a Work Contribution | 27 |

| | | |
|------------|---|-----------|
| 7.6 | Provision of a Work Contribution | 28 |
| 7.7 | Completion of a Work Contribution | 29 |
| 7.8 | Rectification of a Work Contribution..... | 30 |
| 7.9 | Variation of a Work Contribution | 31 |
| 8. | Prescribed Development Infrastructure Work Contract..... | 32 |
| 8.1 | Requirement for a Prescribed Development Infrastructure Work Contract..... | 32 |
| 8.2 | Requirement for consent of the applicable Infrastructure Authority | 32 |
| 8.3 | Direction to a Landowner | 32 |
| 8.4 | Provision of information..... | 33 |
| 8.5 | Performance and fulfilment of a Prescribed Development Infrastructure Work Contract .. | 33 |
| 8.6 | Claim against a Work Contractor | 33 |
| 8.7 | Assignment under a Prescribed Development Infrastructure Work Contract..... | 34 |
| 8.8 | Preservation Deed for a Prescribed Development Infrastructure Work Contract | 34 |
| 9. | Development of the Development Land..... | 35 |
| 9.1 | Proposed Development..... | 35 |
| 9.2 | Infrastructure Contributions for Development of the Development Land | 36 |
| 9.3 | Landowner Claims for Infrastructure Contributions for the Development of the Development Land | 37 |
| 9.4 | Application for Development of the Development Land | 37 |
| 10. | Dealing in respect of the Development Land | 38 |
| 10.1 | Reconfiguring of the Development Land | 38 |
| 10.2 | Dealing with the Development Land | 38 |
| 10.2A | Security from Transferee..... | 40 |
| 10.3 | Change of ownership of the Development Land | 42 |
| 10.4 | No merger on termination | 43 |
| 11. | Dealing other than in respect of the Development Land..... | 43 |
| 11.1 | Dealing by a Landowner | 43 |
| 11.2 | Dealing by the Infrastructure Authority..... | 43 |
| 11.3 | No merger on termination | 43 |
| 12. | Security..... | 43 |
| 12.1 | Provision of a Security | 43 |
| 12.2 | Form of a Security | 43 |
| 12.3 | Reduction of a Security | 44 |
| 12.4 | Adjustment of a Security | 44 |
| 12.5 | Release of a Security | 45 |
| 12.6 | Interest earned on a Security | 46 |
| 12.7 | No merger on termination | 46 |
| 13. | Default of a Development Obligation | 46 |
| 13.1 | Application of this clause..... | 46 |
| 13.2 | Notice of default | 46 |
| 13.3 | Performance and fulfilment of a Development Obligation | 47 |
| 13.4 | Compulsory acquisition of land for a Land Contribution | 47 |
| 13.5 | Recourse to a Security | 47 |
| 13.6 | Recovery of an amount as a liquidated debt | 47 |
| 13.7 | Application of an amount received by an Infrastructure Authority | 48 |
| 13.8 | Infrastructure Authority is relieved of its obligations for the period of a Landowner's default..... | 48 |
| 13.9 | No merger on termination | 49 |
| 14. | Right of access | 49 |
| 14.1 | Access to a Landowner's land | 49 |

| | | |
|------------|--|-----------|
| 14.2 | Access to an Infrastructure Authority's land | 49 |
| 14.3 | Landowner access to Landowner land | 49 |
| 14.4 | Exercise of a right of access | 50 |
| 14.5 | No merger on termination | 50 |
| 15. | Resolution of a contended matter of uncertainty | 50 |
| 15.1 | Application of this clause..... | 50 |
| 15.2 | Requirement to give a Notice..... | 51 |
| 15.3 | Determination of an uncertainty | 51 |
| 15.4 | Determination of the Authorised Person | 51 |
| 15.5 | Restriction on a Claim | 51 |
| 16. | Dispute resolution generally..... | 51 |
| 16.1 | Application of this clause..... | 51 |
| 16.2 | Notice of a dispute | 52 |
| 16.3 | Discussion and mediation of a dispute | 52 |
| 16.4 | Determination of a dispute by an expert | 52 |
| 16.5 | Determination of an unresolved dispute | 54 |
| 16.6 | Confidentiality of information..... | 55 |
| 16.7 | No merger on termination | 55 |
| 17. | Release and indemnity and limitation of liability | 55 |
| 17.1 | Release | 55 |
| 17.2 | Indemnity..... | 56 |
| 17.3 | Limitation of liability of the Trustees of the Peter Crosby Estate Discretionary Trust | 57 |
| 17.4 | Limitation of liability of a trustee of a testamentary trust established by a will of Landowner C | 57 |
| 17.5 | No merger on termination | 58 |
| 18. | Representation and warranty | 58 |
| 18.1 | Details of the Development Land..... | 58 |
| 18.2 | Execution and delivery of this document | 58 |
| 18.3 | Performance and fulfilment of this document | 59 |
| 19. | Waiver and exercise of a right | 59 |
| 19.1 | Waiver | 59 |
| 19.2 | Exercise of a right..... | 60 |
| 20. | Force Majeure | 61 |
| 20.1 | Application of this clause..... | 61 |
| 20.2 | Notice of Force Majeure..... | 61 |
| 20.3 | Suspension of an obligation | 61 |
| 20.4 | Removal or amelioration of Force Majeure..... | 61 |
| 20.5 | Dispute resolution process to apply | 61 |
| 20.6 | Matter beyond an Infrastructure Authority's control | 61 |
| 21. | Time | 61 |
| 21.1 | Time of the essence..... | 61 |
| 21.2 | Extension of time..... | 61 |
| 22. | Execution and further action | 62 |
| 22.1 | No counterparts..... | 62 |
| 22.2 | Action to give effect to this document | 62 |
| 22.3 | Further action if a clause is invalid, illegal or unenforceable | 62 |
| 23. | Severance..... | 62 |
| 23.1 | Removal from this document | 62 |

| | | |
|------------|---|-----------|
| 23.2 | Affect of removal on this document..... | 62 |
| 23.3 | Further action on removal | 62 |
| 24. | Notice..... | 62 |
| 24.1 | Form of a Notice..... | 62 |
| 24.2 | Giving of a Notice | 63 |
| 24.3 | Change of the details of a party | 63 |
| 25. | Confidentiality | 63 |
| 25.1 | Confidentiality of this document | 63 |
| 25.2 | Confidentiality of other information | 64 |
| 25.3 | Inclusion in land record of the Council | 64 |
| 26. | Enforcement..... | 64 |
| 26.1 | Right to enforce | 64 |
| 26.2 | Enforcement not prevented..... | 64 |
| 26.3 | Covenant against making a Claim | 65 |
| 27. | Further agreement | 65 |
| 27.1 | Agreement to change | 65 |
| 27.2 | Form of the change | 65 |
| 27.3 | Further agreement | 65 |
| 28. | Entire agreement | 65 |
| 28.1 | Extent of the agreement..... | 65 |
| 28.2 | Previous action, statement or document | 66 |
| 28.3 | No collateral, agreement, warranty or understanding..... | 66 |
| 29. | Governing law and jurisdiction | 66 |
| 29.1 | Queensland law to apply..... | 66 |
| 29.2 | Queensland courts to have jurisdiction | 66 |
| 30. | Consent and expression of satisfaction of a party..... | 66 |
| 30.1 | Request by a party | 66 |
| 30.2 | Exercise of a discretion | 66 |
| 30.3 | Request for information..... | 67 |
| 30.4 | Consideration of a matter..... | 67 |
| 30.5 | Decision..... | 67 |
| 30.6 | Reason for the decision | 67 |
| 30.7 | Form of the decision..... | 67 |
| 30.8 | No Claim..... | 67 |
| 31. | Rights of the parties | 67 |
| 31.1 | Rights under this document | 67 |
| 31.2 | Rights other than under this document..... | 67 |
| 32. | Payment..... | 68 |
| 32.1 | Identified costs | 68 |
| 32.2 | Unidentified costs | 68 |
| 32.3 | Tax..... | 68 |
| 32.4 | Payment requirements | 69 |
| 32.5 | Overdue payment..... | 69 |
| 32.6 | No merger on termination | 70 |
| 33. | Indexation..... | 70 |
| 33.1 | Application of this clause..... | 70 |
| 33.2 | Indexation of an amount..... | 70 |

| | | |
|-------------------|--|------------|
| 34. | GST | 70 |
| 34.1 | Construction of this clause | 70 |
| 34.2 | Payment of GST | 70 |
| 34.3 | Reimbursable cost | 71 |
| 34.4 | Indemnified cost | 71 |
| 34.5 | Stated amount | 71 |
| 34.6 | No merger on termination | 71 |
| Schedule 1 | Reference Schedule | 72 |
| Schedule 2 | Special Conditions | 77 |
| 1. | Palmview Community Facilities Account | 78 |
| 1.1 | Palmview Community Facilities Account | 78 |
| 1.2 | Local Community Facilities Contributions | 78 |
| 1.3 | Operation of the Palmview Community Facilities Account | 78 |
| 2. | Urban Development Investigation | 79 |
| 2.1 | Urban Development Investigation Areas | 79 |
| 2.2 | Land suitable for urban development | 79 |
| 2.3 | Urban Development Investigation | 80 |
| 3. | Prescribed Road Infrastructure planning and funding framework | 82 |
| 3.1 | Prescribed Road Infrastructure | 82 |
| 3.2 | Definitions for Special Condition 3 | 82 |
| 3.3 | Planning and funding framework | 85 |
| 3.4 | Prescribed Road Infrastructure Fund | 87 |
| 3.5 | Prescribed Road Infrastructure Plan | 89 |
| 3.6 | Proposed Prescribed Road Infrastructure Plan | 91 |
| 3.7 | Establishment Cost for the Prescribed Road Infrastructure | 98 |
| 3.8 | Base Financial Contribution | 102 |
| 3.9 | Additional Financial Contribution | 106 |
| 3.10 | Council Financial Contribution | 107 |
| 3.11 | Reallocation of Allocated Projected Demand and Base Financial Contributions for the Claymore Road Link | 108 |
| 3.12 | Further Reallocation of Allocated Projected Demand and Base Financial Contributions for Other Prescribed Road Infrastructure | 109 |
| 3.13 | Change of liability and other relevant matters for the Southern Road Link Upgrade | 110 |
| 3.14 | Provision of information | 111 |
| 3.15 | Consent provisions | 111 |
| 4. | Water Infrastructure planning and funding framework | 112 |
| 4.1 | Water Infrastructure | 112 |
| 4.2 | Definitions in this Special Condition 4 | 112 |
| 4.3 | Planning and funding framework | 113 |
| 4.4 | Water Infrastructure planning | 115 |
| 4.5 | Work Contribution and Land Contribution for Water Infrastructure | 117 |
| 4.6 | Financial Contribution for Water Infrastructure | 117 |
| 4.7 | Funding of Water Infrastructure | 120 |
| 4.8 | Consent provisions | 126 |
| 5. | Relationship to Bellflower Infrastructure Agreement | 127 |
| 5.1 | Bellflower Infrastructure Agreement | 127 |
| 5.2 | Recreation Trails in southern branch of Sippy Creek | 127 |
| 5.3 | Bellflower Road Pedestrian Bridge and Pathway Obligation | 127 |

| | | |
|-------------------|--|------------|
| 6. | Relationship to Prescribed Development Application Infrastructure Agreement | 128 |
| 6.1 | Prescribed Development Application Infrastructure Agreement..... | 128 |
| 6.2 | Proposed Development..... | 128 |
| 6.3 | Provision of Infrastructure Contributions..... | 128 |
| 6.4 | Restriction on Landowner B Claims for Infrastructure Contributions | 128 |
| 7. | Land included in the Community Purpose Precinct (Educational Establishment) | 128 |
| 7.1 | Development for the Community Purpose Precinct (Educational Establishment) | 128 |
| 7.2 | Inclusion of the Educational Establishment Land under the Structure Plan..... | 129 |
| 7.3 | Investigation of Educational Establishment Land | 129 |
| 8. | Alternative Southern Road Link Upgrade Investigation | 131 |
| 8.1 | Landowners to cooperate with investigation..... | 131 |
| 8.2 | Landowners to confer and negotiate in good faith to change this document..... | 131 |
| Schedule 3 | Infrastructure Contribution Schedule..... | 133 |
| Schedule 4 | Drawings | 181 |
| Schedule 5 | Prescribed Road Infrastructure Plan | 188 |
| Schedule 6 | Transfer Certificate for a Prescribed Developable Lot..... | 204 |

Part 1 Preliminary

Parties

This document is made between the following parties in **schedule 1**:

- (a) the Council;
- (b) Unitywater;
- (c) the Landowners.

Recitals

This document has been entered into for the following purposes:

- (a) the Council is the Local Government under the Local Government Act for the Planning Scheme Area under the Planning Act, which has made Local Planning Instruments for its Planning Scheme Area that include the following:
 - (i) the Structure Plan and Structure Plan Planning Scheme Policy which apply to the Structure Plan Area that relevantly provides for the Development Entitlements for the Structure Plan Area and each Landowner's Area;
 - (ii) an Infrastructure Planning Instrument which relevantly provides that the Council as an Infrastructure Authority has not planned to provide development infrastructure to service the Development Entitlements for the Structure Plan Area;
 - (iii) an Infrastructure Charging Instrument which relevantly provides for the levying of an Infrastructure Charge for development infrastructure;
- (b) Unitywater is the distributor-retailer for its geographic area under the SEQ Water Act which has made a Netserv Plan for its geographic area that relevantly provides that Unitywater as an Infrastructure Authority has not planned to provide Water Infrastructure to service the Development Entitlements for the Structure Plan Area;
- (c) the Landowners are the owners of their respective Areas which together comprise the Development Land which is situated in the Structure Plan Area of the Planning Scheme Area of the Council and the geographic area of Unitywater;
- (d) the Landowners propose that their respective Areas of the Development Land be Developed in accordance with the Development Entitlements and have provided the Council and Unitywater with their Proposed Development of the Development Land and their Area to enable the Council and Unitywater to determine the development infrastructure and Water Infrastructure respectively which is required to service the Proposed Development of the Development Land and their Area;
- (e) the Council acting in the overall public interest of its Local Government Area and Unitywater acting in the public interest of its geographic area, are concerned to ensure that the Landowners provide the development infrastructure and Water Infrastructure required to service the Proposed Development of the Development Land and their Area;

- (f) the Council has amended the Structure Plan and Structure Plan Planning Scheme Policy to identify the development infrastructure and Water Infrastructure required to service the Proposed Development of the Development Land and each Landowner's Area;
- (g) the Landowners have agreed under this document to perform and fulfil Development Obligations for the Proposed Development of the Development Land and their Area;
- (h) the Development Obligations require infrastructure to be provided before or as part of the Proposed Development of the Development Land and their Area;
- (i) the Development Obligations are intended to correlate with the Proposed Development of the Development Land and their Area.

Part 2 Terms agreed by the parties

1. Introduction

1.1 Short title

This document may be referred to by the name stated in **schedule 1**.

1.2 Deed

This document is a deed which comprises the following:

- (a) Part 1 which recites the following:
 - (i) the names of the parties to this document;
 - (ii) the purpose for which the parties have entered into this document;
- (b) Part 2 which witnesses the terms agreed upon by the parties;
- (c) Part 3 which provides for the execution of this document by the parties.

1.3 Date

This document is made on the date when the last party executes this document.

2. Interpretation

2.1 Definitions

In this document, unless the context or subject matter otherwise indicates or requires, a word which is capitalised has the following meaning:

Additional Infrastructure Contributions see **clause 9.2(b)**.

Amendment Agreement No 1 means Amendment Agreement No 1 (Palmview Structure Plan Area Infrastructure Agreement 2010).

Amendment Agreement No 2 means Amendment Agreement No 2 (Palmview Structure Plan Area Infrastructure Agreement 2010).

Application means an application for an Approval.

Approval means a consent, permit, licence, certificate, authorisation, registration, membership, allocation or approval under a law and includes a Development Approval and a Water Approval.

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

Area means that part of the Development Land stated in **schedule 1**.

Area Development Application see **clause 9.4(a)**.

Area Development Approval see **clause 9.4(a)**.

ASX Listing Rules means the listing rules established by ASX Limited ACN 008 624 691 to govern the admission of an entity to the official list, quotation of securities, suspension of securities from quotation and the removal of an entity from the official list.

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

Authorised Person means the officer of the applicable Infrastructure Authority who heads the unit of administration having responsibility for the matter for which the term is used.

Best Industry Practice means the exercise of the degree of professional skill, diligence and prudence, which reasonably would be expected from a competent person performing under the law, the matter for which the term is used.

Building Work has the meaning in the Planning Act.

Business Day means a Calendar Day which is not a Saturday, Sunday, or a public holiday in the place of the Public Office.

Calendar Day means from one midnight to the following one.

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

Commencement Date means the date on which the document commences as stated in **clause 1.3**.

Completion means the stage in the provision of a matter by a Landowner when the applicable Infrastructure Authority is satisfied that the matter is complete other than for a minor omission and a minor defect which:

- (a) is not essential; and
- (b) does not prevent the matter from being reasonably capable of being used for its intended purpose; and
- (c) the Infrastructure Authority determines the Landowner has a reasonable basis for not promptly rectifying; and
- (d) the rectification of which will not prejudice the convenient use of the matter.

Completion Security means a Security or part of a Security provided to the applicable Infrastructure Authority to secure the performance and fulfilment of a Development Obligation to enable the following:

- (a) the Approval of a Plan of Subdivision, the start of a Use of premises or other matter under the Planning Act; or
- (b) compliance with a condition of a Water Approval or other matter under the SEQ Water Act.

Confidential Information means any information and all other knowledge which:

- (a) is disclosed, whether in writing or orally, by the parties to each other or acquired by the parties for an activity or service of the other party; and

- (b) is not already in the public domain; and
- (c) satisfies any of the following:
 - (i) is by its nature confidential;
 - (ii) is designated, marked or stipulated by a party as confidential, whether in writing or otherwise;
 - (iii) a party knows or ought to know is confidential;
 - (iv) is information which may reasonably be considered to be of a confidential nature.

Council means the Local Government stated in **schedule 1**.

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

Dealing means to sell, transfer or assign the matter for which the term is used.

Developable Lot means the following:

- (a) a Lot comprising the Development Land at the Commencement Date;
- (b) a Lot forming part of the Development Land which is not a Developed Lot.

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

- (a) is provided with the infrastructure and services necessary to enable its Use in accordance with the Development Entitlements; and
- (b) is not intended to be the subject of any of the following:
 - (i) an Application for a Material Change of Use; or
 - (ii) further Reconfiguring.

Development has the meaning in the Planning Act.

Development Approval has the meaning in the Planning Act.

Development Entitlement means an entitlement for Development under the Structure Plan.

Development Land means the land stated in **schedule 1**.

Development Lot means any of the following:

- (a) a Developed Lot;
- (b) a Developable Lot, which is provided with or as a result of the applicable development approval is to be provided with, infrastructure and services necessary to enable its Use in accordance with the Development Entitlements that is intended to be the subject of any of the following:
 - (i) an Application for a Material Change of Use; or

- (ii) further Reconfiguring.

Development Obligation means an obligation to be performed and fulfilled by a Landowner.

Dispute Notice see **clause 16.2**.

Dwelling has the meaning in the relevant Local Planning Instrument.

Equivalent Dwelling or ED means the measure of the demand for the number of vehicle trips equivalent to that generated by a Dwelling calculated for the relevant Development type to be worked out by the Council using the demand generation rates specified in the Palmview Structure Plan Planning Scheme Policy.

Equivalent Person or EP means the measure of the demand for water and quantity of sewerage discharge equivalent to that generated by a person in a Dwelling calculated for the relevant Development type to be worked out by Unitywater using the demand generation rates in Special Condition 4.

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

Force Majeure means an event:

- (a) being a Commonwealth or State government decree, an act of God, industrial disturbance, act of public enemy, war, international blockade, public riot, lightning, flood, earthquake, fire, storm or other physical or material restraint; and
- (b) which is not within the reasonable control of the party claiming Force Majeure; and
- (c) which could not have been prevented by the exercise by that person of a standard of knowledge, foresight, care and diligence consistent with that of a prudent and competent person under the circumstances.

GST has the meaning in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Infrastructure Authority means a party which is an Authority to which an Infrastructure Contribution is to be provided.

Infrastructure Authority Infrastructure Contribution see **clause 9.3(c)**.

Infrastructure Charge means a charge for development infrastructure or Water Infrastructure levied under an Infrastructure Charging Instrument.

Infrastructure Charging Instrument means an instrument prepared under a law by an Authority for the levying of an Infrastructure Charge for development infrastructure or Water Infrastructure.

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

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

(d) a Mixed Contribution.

Infrastructure Contribution Schedule means the schedule of Infrastructure Contributions, if any, in **schedule 3**.

Infrastructure Offset see **clause 9.3(a)**.

Infrastructure Planning Instrument means an instrument prepared under a law by an Authority for the planning of development infrastructure.

Infrastructure Refund see **clause 9.3(b)**.

Infrastructure Standard means a standard, policy or procedure for infrastructure specified by:

- (a) Australian Standards Limited;
- (b) a manufacturer;
- (c) an Approval Authority;
- (d) the Building Code of Australia which applies in the State of Queensland, for Building Work;
- (e) a Planning Instrument;
- (f) a Water Infrastructure Instrument;
- (g) an Approval;
- (h) a law; and
- (i) this document.

Insurance means the following:

- (a) an insurance stated in **schedule 1**;
- (b) an insurance required by a law.

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

Landowner means the Owner of the Development Land in **schedule 1** being:

- (a) the Owner of Area A (Landowner A);
- (b) the Owner of Area B (Landowner B); and
- (c) the Owner of Area C (Landowner C).

Local Government has the meaning in the Local Government Act.

Local Government Act means the *Local Government Act 2009* (Qld).

Local Planning Instrument has the meaning in the Planning Act.

Lot has the meaning in the Planning Act.

Maintenance Period means the period during which a Work Contribution is to be maintained by a Landowner which:

- (a) commences when the applicable Infrastructure Authority is satisfied the Work Contribution is Completed; and
- (b) ends at the expiry of the following:
 - (i) 12 months or such other period stated in an Approval or this document (**Prescribed Period**);
 - (ii) if any part of the Work Contribution requires the rectification of a defect during the Prescribed Period, a further Prescribed Period from the date when the rectification has been performed and fulfilled to the satisfaction of the applicable Infrastructure Authority.

Maintenance Security means a Security or part of a Security provided to the applicable Infrastructure Authority to secure the maintenance of a Work Contribution.

Material Change of Use has the meaning in the Planning Act.

Mixed Contribution means a contribution for infrastructure involving a combination of two or more of the following:

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

Netserv Plan has the meaning in the SEQ Water Act.

Notice means a document to be given by a party, or a person under this document.

Owner means for land the following:

- (a) the person for the time being entitled to receive the rent for the land;
- (b) the person who would be entitled to receive the rent for the land if the land were let to a tenant at a rent.

Performance Security means a Security or part of a Security provided to the applicable Infrastructure Authority to secure the performance and fulfilment of a Development Obligation.

Plan of Subdivision means a plan however called for Reconfiguring, which under a law requires the Approval in whatever form, of a Local Government before it can be registered or otherwise recorded under that law.

Example – A Plan of Subdivision is commonly referred to as the survey plan.

Planning Act means the *Sustainable Planning Act 2009* (Qld).

Planning Instrument has the meaning in the Planning Act and includes an amendment to a Planning Instrument.

Planning Scheme Area has the meaning in the Planning Act.

PPI means the producer price index for construction 6427.0 (ABS PPI) index number 3101 – Road and Bridge Construction Index for Queensland published by the Australian Bureau of Statistics or if that index is no longer published then an index which in the relevant Infrastructure Authority's reasonable opinion is a similar index.

Prescribed Developable Lot means a Developable Lot:

- (a) which is provided with the infrastructure and services necessary to enable its Use in accordance with Development Entitlements;
- (b) which is intended to be the subject of an Application for Material Change of Use or further Reconfiguring for the following (**Prescribed Development**):
 - (i) a dual occupancy under the Structure Plan; or
 - (ii) a multiple dwelling under the Structure Plan where the area of the Lot is less than 1 hectare; and
- (c) for which the following Financial Contributions for the Prescribed Development have been provided even if the time otherwise appointed for the provision of the Financial Contributions has not arrived:
 - (i) the Base Financial Contribution for Prescribed Road Infrastructure under Special Condition 3.8;
 - (ii) the Prescribed Financial Contribution for Water Infrastructure under Special Condition 4.6;
 - (iii) the Landowner Contribution Amount for the Prescribed Water Infrastructure under Special Condition 4.7; and
- (d) in respect of which no other Infrastructure Contribution is required under this document other than the following Financial Contributions for Development of the Prescribed Developable Lot for the additional demand for Development in excess of the Prescribed Development:
 - (i) the Additional Financial Contribution for Prescribed Road Infrastructure under Special Condition 3.9;
 - (ii) the Prescribed Financial Contribution for Water Infrastructure under Special Condition 4.6;
 - (iii) the Landowner Contribution Amount for the Prescribed Water Infrastructure under Special Condition 4.7.

Prescribed Development Application see **clause 4.2(g)**.

Prescribed Development Application Infrastructure Agreement see Special Condition 6.

Prescribed Development Infrastructure means the following development infrastructure:

- (a) for Council, the Prescribed Road Infrastructure;
- (b) for Unitywater, the East-West Connection Water Main, STP Connection Sewer Main and Upgrade of the STP Connection Sewer Main in the Infrastructure Contribution Schedule.

Prescribed Development Infrastructure Work means a Work Contribution for Prescribed Development Infrastructure.

Prescribed Development Infrastructure Work Contract means a Work Contract for the provision of Prescribed Development Infrastructure Work.

Prescribed Road Infrastructure see Special Condition 3.

Prescribed Road Infrastructure Demand Limits see **clause 9.1**.

Preservation Deed means a document which enables an applicable Infrastructure Authority to exercise the rights of a Landowner under a Prescribed Development Infrastructure Work Contract if the Landowner is in default under that contract that is prepared by the Infrastructure Authority in a form and substance to the Infrastructure Authority's satisfaction.

Proposed Development see **clause 9.1**.

Proposed Planning Instrument means the proposed Planning Instrument or amendment of a Planning Instrument in Amendment Agreement No 1 and any change to the Planning Instrument or amendment of a Planning Instrument made under the Planning Act.

Proposed Planning Instrument Amendment means the proposed amendment to the Palmview Structure Plan and Palmview Structure Plan Planning Scheme Policy in the Local Planning Instrument in Amendment Agreement No 2 and any change to those documents made under the Planning Act.

Public Emergency means an event which the Council determines in its absolute discretion is a serious risk to property or public health and safety and requires urgent action.

Public Office has the meaning in the Local Government Act.

Reconfiguring has the meaning for reconfiguring a lot in the Planning Act.

Security means a surety provided to an Infrastructure Authority under **clause 12.1**.

SEQ design and construction code see the SEQ Water Act.

SEQ Water Act means the *South East Queensland Water (Distribution and Retail Restructuring) Act 2009* (Qld).

Special Conditions means the additional conditions, if any, in **schedule 2**.

Structure Plan means the Palmview Structure Plan in the Local Planning Instrument and any change to the Palmview Structure Plan made under the Planning Act.

Structure Plan Area means the master planned area in the Structure Plan.

Structure Plan Planning Scheme Policy means the Palmview Structure Plan Planning Scheme Policy in the Local Planning Instrument and any change to the Palmview Structure Plan Planning Scheme Policy made under the Planning Act.

Tax means the following:

- (a) a tax, levy, impost, deduction, charge or duty (including stamp and transactional duty) imposed under a law by an Authority, excluding GST;

(b) any interest, penalty, fine and expense for a matter under paragraph (a).

Unitywater means the Northern SEQ Distributor-Retailer Authority stated in **schedule 1**.

Use has the meaning in the Planning Act.

Vegetation means a tree, a bush, shrub, fungi, algae or other terrestrial or aquatic thing and includes a natural part of it or a thing naturally produced of, by or from it whether living or dead.

Watercourse has the meaning given in the *Water Act 2000* (Qld).

Water Approval has the meaning in the SEQ Water Act.

Water Infrastructure see Special Condition 4.2.

Water Infrastructure Demand Limits see **clause 9.1**.

Water Infrastructure Instrument means the following:

- (a) Netserv Plan;
- (b) SEQ design and construction code;
- (c) a document which instructs or guides the provision of Water Infrastructure that is adopted or published by Unitywater and is generally applicable to Unitywater's geographic area.

Waters includes the following:

- (a) surface water, including water flowing in a Watercourse;
- (b) ground water;
- (c) the bed and bank.

Work Contract means a contract for the provision of a Work Contribution.

Work Contractor means a contractor under a Prescribed Development Infrastructure Work Contract.

Work Contribution means the provision of work for infrastructure.

2.2 Undefined word

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

- (a) the Planning Act;
- (b) the Structure Plan if the word is not defined in the Planning Act;
- (c) the Macquarie Dictionary if the meaning of the word is not determined by paragraphs (a) to (b).

2.3 References

In this document unless the context or subject matter otherwise indicates or requires:

- (a) a reference to this document:
 - (i) includes the following:
 - (A) the agreed terms of this document including a note in this document;
 - (B) a schedule to this document as if a matter in a schedule is expressly stated in full in the agreed terms of this document;
 - (C) this document as novated, varied or replaced;
 - (ii) is not affected by a change in the identity of a party;
- (b) a reference to a document, includes a consolidation, amendment, notation, supplement, replacement or variation of the document;
- (c) a reference to a law or a provision of a law, includes the following:
 - (i) the law and the common law including the principles of equity of the Commonwealth, a State or a Territory;
 - (ii) a statutory instrument made or in effect under the law or the provision;
 - (iii) a consolidation, amendment, extension, re-enactment or replacement of the law or the provision;
- (d) a reference to a party, recital, part, clause, paragraph, subparagraph, schedule or drawing, is a reference to a party, recital, part, clause, paragraph, subparagraph, schedule or drawing of this document;
- (e) a reference to a party, includes the following:
 - (i) a successor of a party including a successor in title;
 - (ii) an executor or administrator of a party;
 - (iii) an assignee or a substitute of a party including without limitation a person taking by novation;
 - (iv) a member, officer, employee, servant, agent, contractor and subcontractor of a party;
 - (v) a personal representative of a party;
 - (vi) a legal representative of a party;
 - (vii) a delegate of the party or a person duly authorised by the party;
- (f) a reference to a particular officer or the holder of a particular office, includes a reference to the person for the time being occupying or acting in the particular office;

- (g) a reference to an entity whether statutory or not, which ceases to exist or whose power or function is transferred to another entity, includes the entity which replaces it, substantially succeeds to its power or function or has substantially the same objects as the named entity;
- (h) a reference to an act, matter or thing, including without limitation an amount, is a reference to the whole and each part of the act, matter or thing;
- (i) a reference to a group of persons, is a reference to them collectively, to any two or more of them collectively and to each of them individually;
- (j) a reference to a word in:
 - (i) the singular includes the plural; and
 - (ii) the plural includes the singular;
- (k) a reference to the word person, includes an individual, corporation, firm, body corporate, unincorporated association, a body whether incorporated or not, trust, partnership, joint venture and an Authority;
- (l) a reference to a word indicating a gender, includes every other gender;
- (m) a reference to a time, is the local time in the place of the Public Office;
- (n) a reference to the word dollar or \$, is a reference to a dollar of Australian currency and an amount payable is payable in Australian dollars;
- (o) a reference to writing, includes a mode of representing or reproducing a word in tangible and permanently visible form and includes a facsimile transmission;
- (p) a reference to the word includes, or to an example or particularisation of a clause, does not limit the meaning of a word to which the clause relates to a matter of a similar kind;
- (q) a reference to a word which is defined in this document, includes another part of speech or grammatical form of the word which is to have a corresponding meaning;
- (r) a reference to an obligation, includes a covenant, agreement, condition, restriction, proviso representation or warranty;
- (s) a reference to a right, includes a benefit, remedy, discretion, power, waiver, release or indemnity;
- (t) a reference to a party made up of more than one person, is a reference to all of those persons separately so that:
 - (i) an obligation of a party binds them jointly and each of them individually; and
 - (ii) a right of a party benefits them jointly and each of them individually;
- (u) a reference to a party which is required to:
 - (i) do an act, matter or thing, includes a requirement for the party to cause the act, matter or thing to be done; and

- (ii) not do an act, matter or thing, includes a requirement to prevent the act, matter or thing from being done;
- (v) a reference to the word may or a similar word used for a right, means that the right may be exercised or not exercised, at discretion;
- (w) a reference to the word must or a similar word used for a right, means that the right is required to be exercised;
- (x) a reference to a matter which is to the knowledge of a person, means that the matter is to the best of the knowledge and belief of a person after proper enquiry which a reasonable person would be prompted to make by reason of the knowledge of a fact;
- (y) a reference to the words best endeavours or reasonable endeavours, does not require a party to engage in a legal proceeding;
- (z) a reference to a day is a Calendar Day;
- (aa) a reference to a date on or by which an act is to be done is to be taken to be the next Business Day if:
 - (i) the date is not a Business Day; or
 - (ii) the act is done after 5.00 pm on the day by which the act is to be done;
- (bb) a reference to a time which is to be calculated by regard to a day or an event, is to exclude the day or the day of the event;
- (cc) a reference to the word inconsistent in the context of the consistency of two or more documents, is a reference to the circumstance where compliance with one document would result in a non-compliance with the other document;
- (dd) a reference to the word cost, is a reference to a reasonable cost, charge or expense;
- (ee) a reference to the word court, includes a tribunal or other body of competent jurisdiction for the matter for which the word is used;
- (ff) a reference to the word land, includes the following:
 - (i) an interest or estate in, on, over or under the land;
 - (ii) the airspace above the surface of the land and an estate or interest in the land;
 - (iii) the subsoil of the land and an estate or interest in the subsoil;
 - (iv) a part or parts of the land;
 - (v) an estate or interest created for any of the above matters;
- (gg) a reference to the word sell, includes transfer, dispose of and alienate but excludes a mortgage, licence, grant of an easement and a lease other than a lease for a term including an option exceeding 5 years;

- (hh) a reference to a successor in title of land, includes the following:
 - (i) a person deriving title to the land through or under the Owner of the land;
 - (ii) a mortgagee which takes possession of the land;
- (ii) a reference to a point, is a reference to a point stated in a drawing;
- (jj) a reference to a drawing, is a reference to a drawing in **schedule 4**;
- (kk) a reference to the address of a party, is a reference to the address of that party in **schedule 1** or as changed under this document.

2.4 Construction

- (a) If a clause of this document is genuinely capable of different interpretations, the interpretation which is to be preferred is the interpretation which:
 - (i) best meets the purpose of this document as stated in the Recitals; and
 - (ii) makes the clause valid, legal and enforceable rather than an interpretation which makes the clause invalid, illegal or unenforceable.
- (b) The construction of this document is not to be affected by the following:
 - (i) the table of contents and a heading, which do not form part of the agreed terms of this document and are provided for convenience of reference only;
 - (ii) the use of bolding, italics or other type of printing in this document, which is provided only to help the reader;
 - (iii) the application of a rule of construction to a clause to the disadvantage of a party because of the following:
 - (A) the party or the party's lawyers were responsible for the preparation of this document;
 - (B) the party put forward the clause;
 - (C) the party would otherwise benefit from the clause;
 - (D) the party provided an oral explanation of or information for the clause;
 - (iv) a document which explains the operation of this document.
- (c) This document is not to be construed as follows:
 - (i) to require an Approval Authority to give an Approval;
 - (ii) to require an Authority to exercise a function or power under a law in relation to a change or proposed change to a Planning Instrument;
 - (iii) to require an Authority to do anything which would cause it to be in breach of a law;

- (iv) to limit, fetter or prejudice in any way the exercise of a discretion, responsibility, function, power, authority or duty of an Authority under a law;
- (v) to be inconsistent with a law which permits the Council or Unitywater to contract out of a provision of a law or exercise a discretion under a law if the Council or Unitywater has in this document contracted out of the provision of the law or exercised a discretion under the law.

3. Infrastructure agreement

3.1 Infrastructure agreement under the Planning Act and SEQ Water Act

This document constitutes the following:

- (a) an infrastructure agreement under the Planning Act;
- (b) a water infrastructure agreement under the SEQ Water Act.

3.2 Application of the infrastructure agreement

This document applies to all Development of the Development Land.

3.3 Relationship of the parties

- (a) A party is to:
 - (i) act in good faith towards the other parties; and
 - (ii) use its best endeavours to comply with the spirit and intention of this document.
- (b) This document does not create the following between the parties:
 - (i) a joint venture;
 - (ii) a partnership;
 - (iii) the relationship of principal and agent;
 - (iv) the relationship of employee and employer between the parties;
 - (v) any form of fiduciary relationship.
- (c) A party does not have the following power:
 - (i) to bind the other parties by a representation, declaration or admission;
 - (ii) to make a contract or commitment on behalf of the other parties;
 - (iii) to pledge the other parties' credit.

3.4 Relationship to a law

- (a) This document applies subject to a law to the extent the law relates to a matter in this document.

- (b) An act, matter or thing which is required to be done by a law does not constitute a breach of this document even if it is contrary to this document.
- (c) If a law is changed or a new law comes into effect and a Landowner is subject to an obligation which is a Development Obligation then to the extent only that the relevant obligation is required under both the law and this document, compliance with the law is to constitute performance and fulfilment of the relevant Development Obligation.

3.5 Relationship to a Landowner

- (a) A Development Obligation is taken to be given on behalf of the applicable Landowner and the successors in title of the Landowner.
- (b) A Development Obligation is and remains personal to the Landowner other than as expressly provided in **clause 10.3**.

3.6 Relationship to an Owner

- (a) A Development Obligation attaches to the Development Land and is binding on the Owner of the Development Land and the Owner's successor in title of the Development Land under the Planning Act.
- (b) A Development Obligation is not affected by a change in the ownership of the Development Land or a part of the Development Land other than as expressly provided in **clause 10.3**.

3.7 Relationship to an Application

- (a) An Application for the Development Land is to comply with this document.
- (b) An Approval Authority in deciding an Application for the Development Land is to have regard to a relevant matter in this document.

3.8 Relationship to an Approval

- (a) This document is not intended to limit the nature or type of condition which an Approval Authority may lawfully impose on an Approval for the Development Land.
- (b) This document is to prevail if a Development Obligation is inconsistent with an Approval for the Development Land.

3.9 Relationship to a Planning Instrument

- (a) This document is an applicable infrastructure arrangement for the purposes of the Structure Plan.
- (b) If a Development Entitlement or Development Obligation is affected by a change to a Planning Instrument other than under Special Condition 2.3(d), the parties are to in a manner which is as timely as is reasonably practicable:
 - (i) confer with a view to reaching an agreement as to the affect the change has on a Development Entitlement and a Development Obligation;
 - (ii) if the parties agree that a Development Entitlement or Development Obligation is affected by the change, using their best endeavours, review the Development Obligations and negotiate in good faith and change this

document to put the parties in as near practical position as they would have been had it not been for the change to the Planning Instrument including where appropriate:

- (A) the repayment of amounts paid and reimbursement of amounts expended under this document;
- (B) changing or cancelling the Development Obligations if the Development Entitlements are changed without the consent of the applicable Landowner;
- (iii) invoke the dispute resolution process under **clause 16** if an agreement cannot be reached for a matter in subparagraphs (i) and (ii); and
- (iv) have regard to the following in relation to a matter in subparagraphs (i) to (iii):
 - (A) this document;
 - (B) the Structure Plan and other relevant Planning Instruments;
 - (C) a Water Infrastructure Instrument;
 - (D) the intent of the parties in entering into this document as stated in the Recitals.
- (c) The Council may have regard to this document in considering under the Planning Act whether to propose an amendment of a Planning Instrument.
- (d) This document is to prevail if a Development Obligation is inconsistent with a Planning Instrument.

3.10 Relationship to an instrument for an Infrastructure Contribution

- (a) This document is not intended to limit the nature or type of an instrument for an Infrastructure Contribution which an Infrastructure Authority or an Authority may lawfully give for the Development of the Development Land.
- (b) This document is to prevail if a Development Obligation is inconsistent with an instrument for an Infrastructure Contribution.

4. Operation of the infrastructure agreement

4.1 Commencement of the infrastructure agreement

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

4.2 Proposed Planning Instrument

- (a) The Council has proposed to prepare a Planning Instrument under the Planning Act.
- (b) The Council is to, as soon as is reasonably practicable after the Commencement Date, consider under the Planning Act whether to proceed with the Planning Instrument in accordance with the Proposed Planning Instrument.

- (c) The Council is to, in a manner which is as timely as is reasonably practicable, comply with the process in the Planning Act for preparing and making of the Planning Instrument, if the Council has proposed to proceed with the Proposed Planning Instrument.
- (d) A Landowner is not to make a Claim against the Council for the Proposed Planning Instrument.
- (e) If the Council has decided to proceed with the Proposed Planning Instrument and it is proposed to change the Proposed Planning Instrument under the Planning Act the parties are to in a manner which is as timely as is reasonably practicable:
 - (i) confer with the view to reaching an agreement as to the affect, if any, the proposed change may have on a Development Entitlement and a Development Obligation;
 - (ii) if the parties agree that a Development Entitlement or Development Obligation is affected by the proposed change, using their best endeavours, review the Development Obligations, negotiate in good faith and change this document to put the parties in as near as practical position as they would have been had it not been for the proposed change;
 - (iii) invoke the dispute resolution process under **clause 16** if an agreement cannot be reached for a matter in subparagraphs (i) and (ii);
 - (iv) have regard to the following in relation to a matter in subparagraphs (i) to (iii):
 - (A) this document;
 - (B) the Structure Plan and other relevant Planning Instruments;
 - (C) the intent of the parties in entering into this document as stated in the Recitals; and
 - (v) the parties are to use their reasonable endeavours to ensure that the proposed change is not made under the Planning Act until subparagraphs (i) to (iii) are performed and fulfilled.
- (f) The parties are to use their best endeavours to support the making of the Proposed Planning Instrument.
- (g) However the parties acknowledge as follows:
 - (i) that a development application in respect of Area B for a preliminary approval for a Material Change of Use to override the Planning Scheme in accordance with a Supplementary Table of Development Assessment and Plan of Development and a Reconfiguring of a Lot (1 lot into 448 lots and park) has been determined by the Council and is subject to an appeal No 153/10 under the Planning Act (**Prescribed Development Application**);
 - (ii) that Landowner B does not support that part of the Proposed Planning Instrument which relates to the Prescribed Development Application;
 - (iii) that Landowner B's execution of this document is not intended to limit the following:

- (A) the rights of Landowner B to progress the Prescribed Development Application according to law;
- (B) the ability of Landowner B to negotiate with the Council in relation to the Prescribed Development Application;
- (iv) that subparagraphs (i) to (iii) have been satisfied by the Prescribed Development Application Infrastructure Agreement.

4.2A Proposed Planning Instrument Amendment

The parties acknowledge that **clause 3 (Proposed Planning Instrument Amendment)** of the Amendment Agreement No 2 is satisfied for the Proposed Planning Instrument Amendment.

4.3 Termination of the infrastructure agreement

- (a) A party may give to the other parties a Notice which states that it proposes to terminate this document if one of the following events has occurred:
 - (i) the Proposed Planning Instrument does not take effect under the Planning Act;
 - (ii) the Development of the Development Land has been Completed and the Development Obligations have been performed and fulfilled;
 - (iii) the parties agree as follows:
 - (A) that the performance and fulfilment of this document has been frustrated by an event outside of the control of the parties;
 - (B) to terminate this document.
- (b) A party may at a date, which is 30 Calendar Days after the giving of the Notice under paragraph (a), give to the other parties a Notice which states that the document is terminated.

4.4 Consequences of the termination of the infrastructure agreement

- (a) This clause applies where this document is terminated other than in the circumstances specified in **clause 4.3(a)(i)**.
- (b) A right or obligation of a party which is expressed to operate or have effect on or after the termination of this document for any reason will not merge on the occurrence of that event but will remain in full effect.
- (c) The termination of this document does not affect a right which has accrued to a party before the termination of this document.

5. Infrastructure obligations

5.1 Infrastructure Contribution Schedule

The parties are to comply with the Infrastructure Contribution Schedule when the Structure Plan takes effect.

5.2 Special Conditions

The parties are to comply with the Special Conditions when the Structure Plan takes effect.

5.3 Action to give effect to an Infrastructure Contribution

- (a) A party is to take an action which is necessary for the provision of an Infrastructure Contribution including the following:
 - (i) the making of an Application;
 - (ii) the obtaining of an Approval;
 - (iii) complying with an Approval including the conditions of an Approval;
 - (iv) dealing with land or a document;
 - (v) any other action as directed by the applicable Infrastructure Authority from time to time.

- (b) A Landowner is to take the following action for an Infrastructure Contribution of the Landowner:
 - (i) consult regularly with the applicable Infrastructure Authority;
 - (ii) comply as soon as is reasonably practicable with a Notice given by the Infrastructure Authority to the Landowner which states that the Landowner is to provide reasonable or relevant information to the Infrastructure Authority for the following:
 - (A) the Development of the Development Land;
 - (B) a Development Obligation;
 - (C) to allow the Infrastructure Authority to determine that a Development Obligation has been performed and fulfilled;
 - (iii) by not later than each anniversary of the Commencement Date, give to the Infrastructure Authority a Notice which states the Landowner's performance and fulfilment of its obligations under the following:
 - (A) this document;
 - (B) an Approval for the Development Land.

5.4 Purpose or use of an Infrastructure Contribution

With the exception of Special Condition 1 (Palmview Community Facilities Account) of **schedule 2**, a Landowner covenants and agrees that to the extent an Infrastructure Contribution of the Landowner is stated or implied as having a particular purpose or use, the applicable Infrastructure Authority:

- (a) has not made a representation or warranty that an Infrastructure Contribution is to be used for or spent on a particular purpose or use; and
- (b) has no obligation to use or spend an Infrastructure Contribution for a particular purpose or use; and

- (c) does not warrant or represent that any specified or unspecified work is to be provided; and
- (d) is not required to repay to the Landowner and the Landowner is not entitled to a repayment of a Financial Contribution; and
- (e) has no obligation to monitor or follow-up the use of an Infrastructure Contribution including if the Infrastructure Authority provides an Infrastructure Contribution to an Authority.

6. Land Contribution

6.1 Application of this clause

This clause applies to a Land Contribution of a Landowner.

6.2 Specification of a Land Contribution

A Land Contribution is to comply with the following:

- (a) this document;
- (b) the other Development Obligations;
- (c) a relevant law;
- (d) a relevant Planning Instrument and Water Infrastructure Instrument;
- (e) a relevant Approval;
- (f) a relevant Infrastructure Standard.

6.3 Action to give effect to a Land Contribution

- (a) A Landowner is to take an action necessary to provide the Land Contribution including the following:
 - (i) the making of an Application for Reconfiguring;
 - (ii) the making of an Application for a Plan of Subdivision;
 - (iii) the signing, registering and production of an instrument to provide for the Land Contribution;
 - (iv) the payment of all costs for the Land Contribution;
 - (v) any other action as directed by the applicable Infrastructure Authority from time to time.
- (b) The Landowner is to comply with a Notice given by the applicable Infrastructure Authority to the Landowner which states that the Landowner is to take a reasonable or relevant action necessary for the Land Contribution.
- (c) If at the time of provision of the Land Contribution there is no lawful means of access to the area of the Land Contribution a Landowner is to:
 - (i) contemporaneously secure to the satisfaction of the applicable Infrastructure Authority a means of lawful physical access; and

- (ii) subsequently adjust the boundaries of the area of the Land Contribution to reflect the approved form of Development in the locality; and
 - (iii) pay the costs of complying with this paragraph.
- (d) A Landowner is to give to the applicable Infrastructure Authority a Notice which states that a Land Contribution is intended to be provided within a period which is at least 10 Business Days from the date that the Notice is given to the Infrastructure Authority.

6.4 Form of a Land Contribution

The applicable Infrastructure Authority may at its discretion require the following for a Land Contribution:

- (a) that the land is to be transferred to the Infrastructure Authority with or without a nomination of trust;
- (b) that the land is to be surrendered to the Crown on the basis that it is to be subject to a reserve under the trusteeship of the Infrastructure Authority;
- (c) that the land is to be surrendered to the Crown.

6.5 Perpetuity period for a Land Contribution

- (a) The parties state under section 209 (Power to specify perpetuity period) of the *Property Law Act 1974* (Qld), that the perpetuity period for a Land Contribution is 80 years from the Commencement Date.
- (b) If a Land Contribution has not vested by the date which is 75 years from the Commencement Date, the land is taken to be transferred to the applicable Infrastructure Authority at that time and the parties agree that the disposition vests in the Infrastructure Authority at that time.

6.6 Provision of Land Contribution by Infrastructure Authority

- (a) For the purposes of section 714 (Local government may take or purchase land) of the Planning Act the Council is satisfied that the taking of a Land Contribution would help to achieve the strategic outcomes for the Structure Plan Area stated in the Structure Plan.
- (b) The balance of this clause applies if a Landowner satisfies the applicable Infrastructure Authority that it has used its reasonable endeavours to provide a Land Contribution for land of which it is not the Owner.
- (c) The Infrastructure Authority is to consider whether it will exercise its powers under a relevant law to provide the Land Contribution in a manner which is as timely as is reasonably practicable.
- (d) If Unitywater as the Infrastructure Authority provides the Land Contribution for Water Infrastructure, the Landowner is to pay all of Unitywater's costs, charges and expenses of providing the Land Contribution.
- (e) If the Council as the Infrastructure Authority provides the Land Contribution for the following:

- (i) Prescribed Road Infrastructure, the Council is entitled to the payment of all of its costs, charges and expenses of providing the Land Contribution from the following:
 - (A) the Prescribed Road Infrastructure Fund under Special Condition 3.4;
 - (B) if there are insufficient funds in the Prescribed Road Infrastructure Fund under Special Condition 3.4 to pay all of the Council's costs, charges and expenses of providing the Land Contribution:
 - (1) a payment by Landowner A to the Council, where the Council has given to Landowner A a Notice which states the amount and a time for payment of the amount which is not less than 15 Business Days and in respect of which Landowner A is not to issue a Dispute Notice; or
 - (2) a Performance Security provided by Landowner A to the Council under Special Condition 3.8, where the Landowner does not make the payment to the Council under subparagraph (1) in accordance with the Notice given by the Council;
- (ii) other development infrastructure, the Landowner is to pay all of the Council's costs, charges and expenses of providing the Land Contribution.

6.7 Notice for the provision of a Land Contribution

- (a) This clause applies to a Land Contribution identified in the Infrastructure Contribution Schedule or Special Conditions which may be the subject of a Notice from an applicable Infrastructure Authority requiring the provision of a Land Contribution (**Prescribed Land Contribution**).
- (b) A Landowner which requires the provision of a Prescribed Land Contribution from another Landowner in order to Develop its Area (**Developing Landowner**) is to consult with the other Landowner in relation to the provision of the Prescribed Land Contribution.
- (c) The Developing Landowner may give a Notice to the applicable Infrastructure Authority which states as follows:
 - (i) the details of the Prescribed Land Contribution;
 - (ii) the reasons why the Prescribed Land Contribution is required to be provided to enable the Development of the Area of the Developing Landowner;
 - (iii) the outcomes of the consultation with the other Landowner in relation to a Prescribed Land Contribution.
- (d) The Developing Landowner is to give a copy of the Notice to the other Landowner and any other Infrastructure Authority as soon as is reasonably practicable after it is given to the applicable Infrastructure Authority.
- (e) The applicable Infrastructure Authority is to consult with the other Landowner in relation to the provision of a Prescribed Land Contribution.

- (f) The applicable Infrastructure Authority is to give a Notice to the other Landowner requiring the provision of the Land Contribution if the Infrastructure Authority is satisfied that the Prescribed Land Contribution is required to be provided to enable the Development of the Area of the Developing Landowner.

7. Work Contribution

7.1 Application of this clause

This clause applies to a Work Contribution of a Landowner.

7.2 Design and specification of a Work Contribution

- (a) A Landowner is to ensure that the design and specification of a Work Contribution is to the satisfaction of the applicable Infrastructure Authority.
- (b) A Landowner is to:
 - (i) procure the preparation of the design and specification of a Work Contribution; and
 - (ii) before commencing the preparation of the design and specification of the Work Contribution, hold a pre-design meeting with:
 - (A) the applicable Infrastructure Authority, if the Infrastructure Authority has given to the Landowner a Notice stating that a pre-design meeting is required; and
 - (B) the Landowner of the Area to which Work Contribution relates; and
 - (iii) submit the design and specification of the Work Contribution to the Infrastructure Authority.
- (c) A Landowner is to carry out the design and specification of a Work Contribution in accordance with the following:
 - (i) this document;
 - (ii) the other Development Obligations;
 - (iii) a relevant law;
 - (iv) a relevant Planning Instrument and Water Infrastructure Instrument;
 - (v) a relevant Approval;
 - (vi) a relevant Infrastructure Standard;
 - (vii) Best Industry Practice;
 - (viii) a requirement stated in a Notice given by the applicable Infrastructure Authority to the Landowner, including for example a requirement about a relevant design standard, policy or procedure, design development and design option which is not inconsistent with the Planning Act or SEQ Water Act or a Planning Instrument or Water Infrastructure Instrument.

- (d) The applicable Infrastructure Authority is to, as soon as is reasonably practicable after the receipt of the design and specification of a Work Contribution, give to a Landowner a Notice which states the following:
 - (i) if the design and specification of the Work Contribution is satisfactory to the Infrastructure Authority, a statement to this effect;
 - (ii) if the design and specification of the Work Contribution is not satisfactory to the Infrastructure Authority, the further information or change as applicable, which is necessary to ensure the Work Contribution is satisfactory to the Infrastructure Authority.
- (e) A Landowner is to change the design and specification of a Work Contribution to comply with a Notice given by the applicable Infrastructure Authority to the Landowner under paragraph (d)(ii).
- (f) A Landowner covenants and agrees to the following:
 - (i) the expression of the satisfaction of the applicable Infrastructure Authority to the design and specification of a Work Contribution, is made in the Infrastructure Authority's capacity as a party and not as an Approval Authority;
 - (ii) the Infrastructure Authority is not obliged to critically analyse the design and specification of a Work Contribution;
 - (iii) the Infrastructure Authority is not responsible for an error, omission or non-compliance with a law or requirement of an Authority by reason of the expression of the satisfaction of the Infrastructure Authority to the design and specification of a Work Contribution;
 - (iv) the Infrastructure Authority is not liable for a Claim or costs incurred by the Landowner as a result of an error, omission or defect in the design and specification of a Work Contribution;
 - (v) no comment, review or information provided by the Landowner to the Infrastructure Authority is to alter or alleviate a Development Obligation.

7.3 Change to the design and specification of Prescribed Development Infrastructure Work

- (a) The applicable Infrastructure Authority may give to a Landowner a Notice which states that the Landowner is to provide an estimate of the cost of a change in the Prescribed Development Infrastructure Work if a proposed change is made.
- (b) A Landowner is to provide the estimate as soon as is reasonably practicable after the receipt of a Notice given by the Infrastructure Authority under paragraph (a).
- (c) The applicable Infrastructure Authority may give to a Landowner a Notice which states that the Landowner is to change the design and specification of Prescribed Development Infrastructure Work if:
 - (i) the change does not materially alter the timing or specification of the Proposed Development; and
 - (ii) the Landowner has not started the construction of the Prescribed Development Infrastructure Work; and

- (iii) a Prescribed Development Infrastructure Work Contract is in place, the Infrastructure Authority determines that the change is in the public interest.
- (d) The applicable Infrastructure Authority is to be responsible for the additional cost of an item of Prescribed Development Infrastructure Work which reasonably arises as a result of a change made by the Infrastructure Authority.

7.4 Approval of a Work Contribution

- (a) A Landowner is to obtain an Approval for a Work Contribution.
- (b) A Landowner is to give to the applicable Infrastructure Authority a copy of an Approval for the Work Contribution.
- (c) A Landowner is not to start a Work Contribution until the Landowner has complied with paragraphs (a) and (b).

7.5 Insurance of a Work Contribution

- (a) A Landowner is to:
 - (i) effect itself or procure its contractor to effect, the Insurance before the construction of a Work Contribution; and
 - (ii) maintain itself or procure its contractor to maintain, the Insurance until the expiry of the Maintenance Period for the Work Contribution.
- (b) A Landowner is to ensure itself or procure its contractor to ensure, that the Insurance:
 - (i) is with an insurer to the satisfaction of the applicable Infrastructure Authority; and
 - (ii) is on terms consistent with Best Industry Practice; and
 - (iii) notes the rights and interests of the Infrastructure Authority; and
 - (iv) does not in any respect limit or derogate from an obligation of the Landowner.
- (c) A Landowner is to give itself or procure its contractor to give, the following to the applicable Infrastructure Authority:
 - (i) a copy of a certificate of an Insurance;
 - (ii) a copy of a notification from an insurer of a cancellation of an Insurance.
- (d) A Landowner is to itself or procure its contractor to:
 - (i) punctually pay a premium for an Insurance and inform an insurer of the extent of its entitlement to an input tax credit for any premium the insurer pays immediately after paying that premium; and
 - (ii) not vitiate, impair, derogate or prejudice an Insurance; and
 - (iii) not prejudice a Claim under an Insurance; and
 - (iv) rectify a matter which may prejudice an Insurance; and

- (v) reinstate a lapsed Insurance; and
 - (vi) give to an insurer full, true and particular information of a matter, the non-disclosure of which might prejudice or affect an Insurance or the payment of a benefit under an Insurance.
- (e) A Landowner is to itself or procure its contractor to, apply the proceeds of an Insurance for damage or destruction to a Work Contribution in the following manner:
- (i) the proceeds are to be applied to the repair or replacement of the Work Contribution;
 - (ii) if the proceeds exceed the costs of the repair or replacement of the Work Contribution, the Landowner is entitled to the excess.

7.6 Provision of a Work Contribution

- (a) A Landowner is to provide, at no cost to the applicable Infrastructure Authority, a Work Contribution in accordance with the following:
- (i) the design and specification of the Work Contribution for which the Infrastructure Authority has expressed its satisfaction;
 - (ii) use good quality materials, not involving asbestos, which are suitable for the purpose for which they are required under this document;
 - (iii) the Work Contribution is provided in a good and workmanlike manner;
 - (iv) the Work Contribution is structurally sound, fit for purpose and suitable for its intended use;
 - (v) the Work Contribution does not encroach on land other than the Development Land except as provided for in this document;
 - (vi) Best Industry Practice;
 - (vii) a relevant Approval;
 - (viii) a relevant Infrastructure Standard;
 - (ix) the other Development Obligations;
 - (x) a relevant Planning Instrument and Water Infrastructure Instrument;
 - (xi) a relevant law;
 - (xii) to the satisfaction of the Infrastructure Authority and an Approval Authority.
- (b) A Landowner is responsible for the following:
- (i) the care of the Work Contribution, until the commencement of the Maintenance Period;
 - (ii) the protection of people and property for the Work Contribution, if the failure to do so may render the applicable Infrastructure Authority or the Landowner liable under a law, until the commencement of the Maintenance Period;

- (iii) promptly making good any damage or making a compensation payment which the law requires the Landowner to pay, for damage to property including infrastructure, services and land.
- (c) A Landowner is to comply with a Notice given by the applicable Infrastructure Authority to the Landowner which states a reasonable or relevant direction for the provision of a Work Contribution which is consistent with this document.
- (d) A Landowner is to give to the applicable Infrastructure Authority a Notice which states whether it is experiencing a significant delay in providing a Work Contribution.
- (e) The applicable Infrastructure Authority's failure to identify an error, omission or defect during the provision of the Work Contribution is not to be construed as amounting to an acceptance by the Infrastructure Authority of the error, omission or defect.

7.7 Completion of a Work Contribution

- (a) A Landowner is to give to the applicable Infrastructure Authority a Notice which includes the following when the Landowner is of the opinion that a Work Contribution has reached Completion:
 - (i) a statement from a person with direct responsibility for the carrying out and supervision of the Work Contribution that in their opinion the Work Contribution has reached Completion;
 - (ii) a copy of a warranty, guarantee, maintenance information, operational manual or other material given for the Work Contribution which is reasonably required for the ongoing operation and maintenance of the Work Contribution;
 - (iii) a copy of a certificate, consent or Approval required of an Authority for the carrying out, use or occupation of the Work Contribution;
 - (iv) a survey prepared by a licensed surveyor showing the location of the Work Contribution to the satisfaction of the Infrastructure Authority;
 - (v) a copy of the as constructed drawings of the Work Contribution in written and electronic format, in accordance with a relevant Planning Instrument to the satisfaction of the Infrastructure Authority;
 - (vi) such other information required by a relevant Planning Instrument.
- (b) The applicable Infrastructure Authority is to within 14 Calendar Days of the receipt of a Notice under paragraph (a):
 - (i) inspect the Work Contribution; and
 - (ii) determine whether the Work Contribution is Completed to the satisfaction of the Infrastructure Authority; and
 - (iii) give to a Landowner a Notice which states the following:
 - (A) whether or not the Work Contribution is Completed to the satisfaction of the Infrastructure Authority;

- (B) if the Work Contribution is not Completed to the satisfaction of the Infrastructure Authority, the error or omission to be corrected before the Infrastructure Authority is satisfied the Work Contribution is completed;
 - (C) if the Work Contribution is Completed to the satisfaction of the Infrastructure Authority:
 - (1) a minor omission or minor defect to be corrected during the Maintenance Period; and
 - (2) the amount of a Completion Security and a Maintenance Security to be provided to the Infrastructure Authority before the Work Contribution is considered to be Completed.
- (c) A Landowner is, as soon as is reasonably practicable after the receipt of a Notice under paragraph (b), to ensure the following:
 - (i) if the Work Contribution is not completed to the satisfaction of the applicable Infrastructure Authority:
 - (A) correct the error or omission stated in the Notice; and
 - (B) give a further Notice to the Infrastructure Authority under paragraph (a) once the error or omission is corrected;
 - (ii) if the Work Contribution is completed to the satisfaction of the applicable Infrastructure Authority, provide to the Infrastructure Authority the Maintenance Security and the Completion Security stated in the Notice.
- (d) A Landowner's responsibility to correct an error or omission is not reduced or waived in any manner whether or not the error or omission is stated in a Notice given by the applicable Infrastructure Authority to the Landowner.
- (e) A right under this document, another document or the law is not limited by paragraph (c).
- (f) A Notice which states that a Work Contribution is Completed is acceptance that Completion has been achieved but not an acknowledgement that otherwise a Landowner has complied with its obligations under this document.
- (g) The applicable Infrastructure Authority may:
 - (i) consent to a Landowner not Completing all or part of a Work Contribution; and
 - (ii) have recourse to the Performance Security for an amount the Infrastructure Authority considers necessary to Complete the Work Contribution.

7.8 Rectification of a Work Contribution

- (a) A Landowner is to during the Maintenance Period:
 - (i) maintain the Work Contribution; and

- (ii) correct, as soon as is reasonably practicable, any minor omission or minor defect stated in a Notice given by the applicable Infrastructure Authority to the Landowner under **clause 7.7(b)**.
- (b) The applicable Infrastructure Authority may, at any time during the Maintenance Period, give to a Landowner a Notice which states the following:
 - (i) for the maintenance of the Work Contribution:
 - (A) the details of the Work Contribution which is defective;
 - (B) the work which is required to rectify the defect;
 - (C) the estimate of the costs of the Infrastructure Authority to rectify the Work Contribution;
 - (D) a reasonable period within which the Landowner is to rectify the Work Contribution;
 - (ii) for the correction of a minor omission or minor defect:
 - (A) the details of the minor omission or minor defect;
 - (B) the work which is required to rectify the minor omission or minor defect;
 - (C) the estimate of the costs of the Infrastructure Authority to rectify the minor omission or minor defect;
 - (D) a reasonable period within which to rectify the minor omission or minor defect.
- (c) A Landowner is to comply with a Notice given under paragraph (b).
- (d) The applicable Infrastructure Authority is to give to a Landowner a Notice which states that the rectification is Completed if the Infrastructure Authority is satisfied that the rectification is Completed.

7.9 Variation of a Work Contribution

- (a) The applicable Infrastructure Authority may give to a Landowner a Notice which states that a Work Contribution is not to be provided if:
 - (i) the Landowner has not entered into a Work Contract for the Work Contribution;
 - (ii) the Infrastructure Authority has determined that the Work Contribution is not to be provided;
 - (iii) the Infrastructure Authority is satisfied that the failure to provide the Work Contribution will not adversely affect the Development of an Area by another Landowner.
- (b) If a Landowner receives a Notice under paragraph (a), the Landowner is taken to have complied with the Work Contribution identified in the Notice.

8. Prescribed Development Infrastructure Work Contract

8.1 Requirement for a Prescribed Development Infrastructure Work Contract

- (a) A Landowner is to enter into a Prescribed Development Infrastructure Work Contract for the provision of Prescribed Development Infrastructure Work including the design and specification of the Prescribed Development Infrastructure Work.
- (b) A Landowner is to ensure that the Prescribed Development Infrastructure Work Contract complies with the following:
 - (i) a superintendent is stated for the Prescribed Development Infrastructure Work;
 - (ii) the Work Contribution comprising the Prescribed Development Infrastructure Work is separately stated whether through a separate bill of quantities or otherwise;
 - (iii) the proposed contract value for each item of the Prescribed Development Infrastructure Work is stated;
 - (iv) a term and condition applicable to the provision of the Prescribed Development Infrastructure Work is stated.

8.2 Requirement for consent of the applicable Infrastructure Authority

- (a) A Landowner is to obtain the consent of the applicable Infrastructure Authority for the following:
 - (i) entering into a Prescribed Development Infrastructure Work Contract;
 - (ii) changing a Prescribed Development Infrastructure Work Contract;
 - (iii) making a material variation of a Prescribed Development Infrastructure Work Contract;
 - (iv) terminating a Prescribed Development Infrastructure Work Contract, whether by agreement or default;
 - (v) appointing or changing a superintendent under a Prescribed Development Infrastructure Work Contract;
 - (vi) giving a direction or making a decision under a Prescribed Development Infrastructure Work Contract which would materially affect the cost of the Prescribed Development Infrastructure Work;
 - (vii) waiving a material breach of a Prescribed Development Infrastructure Work Contract by a Work Contractor.
- (b) The applicable Infrastructure Authority is to provide a reason if the Infrastructure Authority does not give its consent under paragraph (a).

8.3 Direction to a Landowner

A Landowner is to comply with a Notice given by the applicable Infrastructure Authority to the Landowner which states that the Landowner is to do a thing stated in **clause 8.2** except if compliance with the Notice would cause the Landowner to:

- (a) be in default of a Prescribed Development Infrastructure Work Contract; or
- (b) incur additional costs under the Prescribed Development Infrastructure Work Contract, unless the applicable Infrastructure Authority agrees to reimburse those additional costs.

8.4 Provision of information

A Landowner is to comply, as soon as is reasonably practicable, with a Notice given by the applicable Infrastructure Authority to the Landowner which states that the Landowner is to provide to the Infrastructure Authority reasonable or relevant information for the following:

- (a) a Prescribed Development Infrastructure Work Contract;
- (b) a proposed Prescribed Development Infrastructure Work Contract;
- (c) a matter which requires the consent of the Infrastructure Authority under **clause 8**;
- (d) an act, matter or thing under a Prescribed Development Infrastructure Work Contract.

8.5 Performance and fulfilment of a Prescribed Development Infrastructure Work Contract

A Landowner is to:

- (a) perform and fulfil an obligation of a Prescribed Development Infrastructure Work Contract; and
- (b) not default under a Prescribed Development Infrastructure Work Contract; and
- (c) as soon as is reasonably practicable after the Landowner becomes aware of a default under a Prescribed Development Infrastructure Work Contract, give to the applicable Infrastructure Authority a Notice which states the nature of the default; and
- (d) use its best endeavours to ensure that a Work Contractor performs and fulfils an obligation under a Prescribed Development Infrastructure Work Contract.

8.6 Claim against a Work Contractor

- (a) The applicable Infrastructure Authority may:
 - (i) commence and conduct a Claim in the name of a Landowner against a Work Contractor for an alleged default by the Work Contractor under a Prescribed Development Infrastructure Work Contract; and
 - (ii) conduct in the name of the Landowner a Claim commenced by a Work Contractor against the Landowner for an alleged default by the Landowner under a Prescribed Development Infrastructure Work Contract.
- (b) The applicable Infrastructure Authority is to, at least 7 Calendar Days before it exercises a right under paragraph (a), give to a Landowner a Notice which states that the Infrastructure Authority intends to exercise the right.
- (c) A Landowner is to reasonably co-operate with the applicable Infrastructure Authority in the conduct of a Claim.

- (d) The applicable Infrastructure Authority is responsible for and is to indemnify a Landowner against a Claim.
- (e) For the avoidance of doubt, a right of the applicable Infrastructure Authority under this clause is in addition to a right it may have for the default of a Work Contractor or a Landowner.

8.7 Assignment under a Prescribed Development Infrastructure Work Contract

- (a) A Landowner assigns to the applicable Infrastructure Authority the following:
 - (i) the benefit of an obligation on a Work Contractor under a Prescribed Development Infrastructure Work Contract;
 - (ii) a right, whether under a Prescribed Development Infrastructure Work Contract or the law, accruing in favour of the Landowner for a Prescribed Development Infrastructure Work Contract, including a right arising because of the default by a Work Contractor under a Prescribed Development Infrastructure Work Contract.
- (b) The assignment takes effect from the later of the following:
 - (i) the date of expiry of the Maintenance Period for the Prescribed Development Infrastructure Work;
 - (ii) the date the applicable Infrastructure Authority gives to a Landowner a Notice which states that there has been an assignment to the Infrastructure Authority.
- (c) A Landowner is to, within 7 Calendar Days of the assignment taking effect, give to a Work Contractor a Notice which states that there has been an assignment.
- (d) However nothing in this clause relieves a Landowner of an obligation under a Prescribed Development Infrastructure Work Contract including for example an obligation to pay a Work Contractor money which is due under the Prescribed Development Infrastructure Work Contract.

8.8 Preservation Deed for a Prescribed Development Infrastructure Work Contract

- (a) The applicable Infrastructure Authority may give to a Landowner a Notice which states that the Landowner is to enter into a Preservation Deed with a Work Contractor.
- (b) If the applicable Infrastructure Authority gives a Notice under paragraph (a) a Landowner is to contemporaneously with entering a Prescribed Development Infrastructure Work Contract:
 - (i) enter the Preservation Deed for the Prescribed Development Infrastructure Work Contract; and
 - (ii) cause a Work Contractor to enter the Preservation Deed for the Prescribed Development Infrastructure Work Contract; and
 - (iii) deliver the executed Preservation Deed to the Infrastructure Authority.
- (c) The applicable Infrastructure Authority may at its election enter the Preservation Deed for the Prescribed Development Infrastructure Work Contract.

9. Development of the Development Land

9.1 Proposed Development

The Landowners propose to Develop the Development Land and their Areas in accordance with the Development Entitlements so as to comply with the Water Infrastructure Demand Limits and Prescribed Road Infrastructure Demand Limits as stated in Table 1 Proposed Development of the Development Land (**Proposed Development**).

Table 1 Proposed Development of the Development Land

| Column 1 Infrastructure | Column 2 Area of Landowner | | | Column 3 Demand Limits for Infrastructure |
|--|--|-------------|-------------|---|
| | Landowner A | Landowner B | Landowner C | |
| <i>Prescribed Road Infrastructure</i> | <i>Prescribed Road Infrastructure Demand Limits for each Prescribed Road Infrastructure Link for each Landowner Area (subject to reallocation between each Landowner under Special Condition 3) (Equivalent Dwellings)</i> | | | <i>Prescribed Road Infrastructure Demand Limits for each Prescribed Road Infrastructure Link (not subject to reallocation under Special Condition 3) (Equivalent Dwellings)</i> |
| Claymore Road Link | 2,660 | 588 | 752 | 4,000 |
| Southern Road Link | 665 | 147 | 188 | 1,000 |
| Springhill Drive / University Way Link | 997 | 221 | 282 | 1,500 |
| Southern Road Link Upgrade | 2,075 | 459 | 587 | 3,121 |
| | <i>Prescribed Road Infrastructure Demand Limits for each Landowner Area (not subject to reallocation between each Landowner Area under Special Condition 3) (Equivalent Dwellings)</i> | | | <i>Prescribed Road Infrastructure Demand Limits for Development Land (Equivalent Dwellings)</i> |
| Total | 6,397 | 1,415 | 1,809 | 9,621 |
| <i>Water Infrastructure</i> | <i>Water Infrastructure Demand Limits for each Landowner Area (Equivalent Persons)</i> | | | <i>Water Infrastructure Demand Limits for Development Land (Equivalent Persons)</i> |
| Total | 12,014 | 2,462 | 3,044 | 17,520 |

9.2 Infrastructure Contributions for Development of the Development Land

- (a) A Landowner is to provide to an Infrastructure Authority the Infrastructure Contributions in this document for the Proposed Development of the Development Land and their Area.
- (b) A Landowner is to provide to an Infrastructure Authority the Additional Infrastructure Contributions in paragraphs (c) and (d) if:
 - (i) the development of the Landowner's Area does not accord with the Proposed Development for their Area; or
 - (ii) the Development Entitlements for their Area are increased.
- (c) Additional Infrastructure Contributions to be provided to the Council means the following:
 - (i) Financial Contributions in addition to a Financial Contribution under this document for the following:
 - (A) Infrastructure Charges;
 - (B) additional infrastructure costs on the Infrastructure Authority after taking into account the Infrastructure Contributions under this document;
 - (ii) Work Contributions and Land Contributions in addition to that provided for under this document for infrastructure required to service the Development.
- (d) Additional Infrastructure Contributions to be provided to Unitywater means the following:
 - (i) where the development of the Landowner's Area does not accord with the Proposed Development for their Area:
 - (A) Financial Contributions in addition to a Financial Contribution under this document for additional infrastructure costs on the Infrastructure Authority after taking into account the Infrastructure Contributions under this document;
 - (B) Work Contributions and Land Contributions in addition to that provided for under this document for infrastructure required to service the Development;
 - (ii) where the Development Entitlements for the Landowner's Area are increased:
 - (A) Financial Contributions in addition to a Financial Contribution under this document for the following:
 - (1) Infrastructure Charges;
 - (2) additional infrastructure costs on the Infrastructure Authority after taking into account the Infrastructure Contributions under this document;

- (B) Work Contributions and Land Contributions in addition to that provided for under this document for infrastructure required to service the Development;
- (e) The Additional Infrastructure Contributions for Water Infrastructure are to be determined by Unitywater taking into account the following:
 - (i) the capacity of the Water Infrastructure servicing the Proposed Development;
 - (ii) the Water Infrastructure Demand Limits in Table 1;
 - (iii) changes in Unitywater's service standards of Water Infrastructure;
 - (iv) changes in Unitywater's servicing strategies for Water Infrastructure in its geographic area.

9.3 Landowner Claims for Infrastructure Contributions for the Development of the Development Land

A Landowner is not to make a Claim or take any other action under this document, the Planning Act, the SEQ Water Act or any other document or legislation for the following:

- (a) the application of an offset against a Financial Contribution required by an Infrastructure Authority for an Infrastructure Contribution for the Development of the Development Land or their Area (**Infrastructure Offset**);
- (b) the payment of a refund or other monetary payment by an Infrastructure Authority for the provision of an Infrastructure Contribution for the Development of the Development Land or their Area (**Infrastructure Refund**);
- (c) the provision of an Infrastructure Contribution by an Infrastructure Authority other than as provided for under this document (**Infrastructure Authority Infrastructure Contribution**);
- (d) an application to convert development infrastructure to be provided by a Landowner for the Development of the Development Land or their Area from non-trunk infrastructure to trunk infrastructure or any other application for the purpose of seeking an Infrastructure Offset, Infrastructure Refund or Infrastructure Authority Infrastructure Contribution.

9.4 Application for Development of the Development Land

- (a) A Landowner is to, before carrying out a Reconfiguring, Material Change of Use or Building Work for their Area, make an Application to the Council (**Area Development Application**) for an Approval of the Proposed Development of all of their Area (**Area Development Approval**) being the following:
 - (i) under the Planning Act, a preliminary approval to which section 242 and section 899 of the Planning Act applies;
 - (ii) under legislation which replaces the Planning Act, an Approval equivalent to the preliminary approval under subparagraph (i).
- (b) A Landowner is to, before making an Area Development Application, use reasonable endeavours to consult with the other Landowners in relation to the Development to be proposed in the Area Development Application.

- (c) A Landowner is to ensure that the Area Development Application and an Application for amendment of the Area Development Approval:
 - (i) are in accordance with the Proposed Development and this document;
 - (ii) are consistent with the following:
 - (A) an Approval still in effect for the Area under the Planning Act unless the Application is intended to supersede the existing Approval;
 - (B) an Approval still in effect under the Planning Act and for another Landowner's Area.
- (d) A Landowner is to ensure that an Application for Approval under the Planning Act or other law for their Area not stated in paragraph (c) complies with the Area Development Approval and Proposed Development for their Area.
- (e) However paragraph (a) does not apply to the following:
 - (i) Reconfiguring a Lot of the Community Purposes Precinct (Educational Establishment) to create a Lot for an acquisition under the *Acquisition of Land Act 1967* (Qld), other than by a resumption agreement;
 - (ii) Reconfiguring a Lot partly in Area C and partly outside the Development Land to create a Lot for the part of the Development Land in Area C;
 - (iii) Reconfiguring a Lot to provide a Land Contribution to an Infrastructure Authority.

10. Dealing in respect of the Development Land

10.1 Reconfiguring of the Development Land

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

10.2 Dealing with the Development Land

- (a) A Landowner may Deal with a Developed Lot without the consent of the applicable Infrastructure Authority.
- (b) A Landowner is not to Deal with a Developable Lot unless the Landowner gives to the person the subject of the Dealing a Notice which states the following:
 - (i) that the Developable Lot is subject to this document;

- (ii) that there may be a Development Obligation which is unperformed and unfulfilled;
 - (iii) that a Development Obligation attaches to the Developable Lot and binds a future Owner;
 - (iv) that the Owner of the Developable Lot is liable to perform and fulfil a Development Obligation which remains unperformed and unfulfilled.
- (c) A Landowner is not to sell to another person (**Transferee**) a Developable Lot which is not a Prescribed Developable Lot without complying with the following:
- (i) a right of an Infrastructure Authority is not diminished or fettered in any way;
 - (ii) the Landowner and Transferee execute one of the following documents specified by the applicable Infrastructure Authority in its absolute discretion:
 - (A) a deed prepared by the Infrastructure Authority in which the Transferee becomes contractually bound to perform and fulfil a Development Obligation which the Infrastructure Authority acting reasonably specifies is to be performed and fulfilled by the Transferee (**Prescribed Development Obligation**);
 - (B) a document prepared by the Infrastructure Authority in which the Transferee covenants and agrees to the following:
 - (1) that the Developable Lot is subject to this document;
 - (2) that there may be a Development Obligation which is unperformed and unfulfilled;
 - (3) that a Development Obligation attaches to the Developable Lot and binds a future Owner;
 - (4) that the Owner of the Developable Lot is liable to the Infrastructure Authorities to perform and fulfil a Development Obligation which remains unperformed and unfulfilled;
 - (iii) the Transferee has provided Security to the applicable Infrastructure Authority if required under **clause 10.2A**;
 - (iv) the Landowner has provided a replacement Security to the applicable Infrastructure Authority for any existing Security;
 - (v) the Landowner has remedied a breach of an obligation or the Infrastructure Authorities have waived the breach of the obligation;
 - (vi) the Landowner and the Transferee pay the Infrastructure Authorities' costs in relation to paragraph (c).
- (d) A Landowner is not to sell to a Transferee a Prescribed Developable Lot without the Landowner, Transferee and the Council executing a Transfer Certificate generally in the form provided for in **schedule 6**.

- (e) The following applies where a Transfer Certificate is to be executed under paragraph (d):
- (i) the Landowner is to provide to the Council the completed Transfer Certificate generally in the form provided in **schedule 6** executed by the Landowner and the Transferee; and
 - (ii) the Infrastructure Authority is to execute the Transfer Certificate and return the executed Transfer Certificate to the Landowner within 10 Business Days of the date of the receipt of the Transfer Certificate by the Infrastructure Authority if:
 - (A) the Transfer Certificate is generally in the form provided in **schedule 6**; or
 - (B) the Council is otherwise satisfied in its sole discretion, acting reasonably, that the Transfer Certificate is acceptable to the Council.
- (f) However paragraphs (c) and (d) do not prevent a Landowner from entering into an agreement for the sale of a Developable Lot which is conditional upon compliance with the matters stated in paragraphs (c) and (d) respectively.

10.2A Security from Transferee

- (a) A Transferee, other than an Exempt Transferee, must provide Security under **clause 10.2(c)**, as set out in this clause.
- (b) The required Security must be:
 - (i) where the Transferee is an Affiliate of a Listed entity, a parent company guarantee of the Relevant Obligations in a form reasonably satisfactory to the Infrastructure Authority; or
 - (ii) in any other case, a surety in the form described in **clause 12.2(b) or (c)**, but not **clause 12.2(a)**, unless the Transferee consents, for the Security Amount.
- (c) The relevant Infrastructure Authority must:
 - (i) act reasonably in considering and determining matters under this **clause 10.2A**; and
 - (ii) if requested by a Landowner or a Transferee, provide its determination about:
 - (A) whether it is satisfied under paragraph (e)(iv)(D); or
 - (B) the form of the Security required under paragraph (b)(i); or
 - (C) the quantum of the Security Amount,
 within 10 Business Days of being requested for a determination by the Landowner or the Transferee, as appropriate.
- (d) To remove any doubt, the parties agree that the dispute resolution process in **clause 16** applies to any dispute that arises under this clause.

(e) In this clause:

(i) **Affiliate** means:

(A) in relation to an entity that is not a natural person, the following:

- (1) each of that entity's Related Bodies Corporate;
- (2) each of that entity's directors and their Affiliates;
- (3) each person who has a relevant interest (as that term is defined in the Corporations Act) in 20% or more of the voting shares in that entity;
- (4) each other entity in which that entity has a relevant interest (as that term is defined in the Corporations Act) in 20% or more of the voting shares in that other entity as if that other entity were a 'company' as defined in the Corporations Act and its securities were shares;
- (5) each other entity that Controls that entity;
- (6) each other entity that is Controlled by that entity;
- (7) each trust of which the entity or a person or entity described in subparagraphs (1), (2), (3), (4) or (5) is a trustee; and
- (8) each trust under which that entity holds 20% or more of voting rights of voting securities,

as if that entity were a 'company' as defined in the Corporations Act and its securities were shares; and

(B) in relation to a natural person, the following:

- (1) spouse;
- (2) relative by blood or adoption of that person or that person's spouse;
- (3) trust of which that person or a person described in subparagraphs (1) or (2) is a trustee; and
- (4) body corporate in which that person and Affiliates of that person hold in aggregate more than 20 % of the voting shares.

(ii) **Control** of an entity means the definition of 'Control' in section 50AA of the Corporations Act and in the case of a corporation includes the power (whether it is legally enforceable or not) to control, whether directly or indirectly, the composition of the board of directors of that corporation, the voting rights of the majority of the voting shares of the corporation or the management of the affairs of the corporation and **Controlled** has a corresponding meaning.

(iii) **Corporations Act** means the *Corporations Act 2001* (Cth).

- (iv) **Exempt Transferee** means a Transferee who is:
 - (A) an Affiliate of a Landowner; or
 - (B) an Authority; or
 - (C) a Listed entity; or
 - (D) a person whom the Landowner has demonstrated to the reasonable satisfaction of the relevant Infrastructure Authority is:
 - (1) respectable and responsible; and
 - (2) financially sound and capable of performing the Relevant Obligation.
- (v) **Listed** has the meaning given in the Corporations Act.
- (vi) **Related Body Corporate** has the meaning given in the Corporations Act.
- (vii) **Relevant Obligation** means a Development Obligation comprising a Works Contribution for Prescribed Development Infrastructure.
- (viii) **Security Amount** means the minimum amount necessary to secure performance of the Relevant Obligation, as determined by the relevant Infrastructure Authority under this clause, having regard to the Infrastructure Authority's standard practice and policy at the relevant time for securing similar contributions from land developers.

10.3 Change of ownership of the Development Land

- (a) If the ownership of a Developed Lot changes, a Development Obligation is not binding on the Owner's successors in title of the Developed Lot.
- (b) If the ownership of a Developable Lot changes except in compliance with **clause 10.2**:
 - (i) a Landowner is to perform and fulfil a Development Obligation which has not been performed and fulfilled immediately or at such other time which is stated in a Notice given by the applicable Infrastructure Authority to the Landowner, even if the time otherwise appointed for the performance and fulfilment of the Development Obligation has not arrived; and
 - (ii) a Development Obligation is binding on the Transferee as the Owner's successor in title of the Developable Lot.
- (c) If the ownership of a Developable Lot changes in accordance with **clause 10.2**, a Development Obligation:
 - (i) remains binding on a Landowner except to the extent provided for in a deed between the Landowner, the Transferee and the Infrastructure Authorities; and
 - (ii) is binding on the Transferee as the Owner's successor in title of the Developable Lot.

10.4 No merger on termination

Clause 10 does not merge on the termination of this document and continues to have effect until each party gives to the other parties a Notice waiving the benefit of this clause.

11. Dealing other than in respect of the Development Land

11.1 Dealing by a Landowner

- (a) A Landowner is not to other than in accordance with the consent of the Infrastructure Authorities:
 - (i) vary an interest, right or obligation under this document; or
 - (ii) otherwise Deal with an interest, right or obligation under this document.
- (b) If a Landowner does not comply with paragraph (a), the Landowner is to perform and fulfil a Development Obligation which has not been performed and fulfilled immediately or at such other time which is stated in a Notice given by the applicable Infrastructure Authority to the Landowner, even if the time otherwise appointed for the performance and fulfilment of the Development Obligation has not arrived.

11.2 Dealing by the Infrastructure Authority

An Infrastructure Authority may, without a Landowner's consent, assign to another Authority or entity an interest, right or obligation under this document in the following circumstances:

- (a) a function of an Infrastructure Authority is taken over by the other Authority or entity; or
- (b) the Infrastructure Authority otherwise determines acting in the public interest that it is desirable for this to happen.

11.3 No merger on termination

Clause 11 does not merge on the termination of this document and continues in effect until the Infrastructure Authorities give to a Landowner a Notice waiving the benefit of this clause.

12. Security

12.1 Provision of a Security

A Landowner is to, in consideration of an Infrastructure Authority entering into this document, provide to the applicable Infrastructure Authority the following Security:

- (a) a Performance Security under this document;
- (b) a Completion Security under this document or an Approval;
- (c) a Maintenance Security under this document or an Approval.

12.2 Form of a Security

A Landowner is to provide to the applicable Infrastructure Authority a Security which is in the following form:

- (a) money;
- (b) a banker's undertaking which satisfies the following:
 - (i) is in the Infrastructure Authority's favour;
 - (ii) is given by a financial institution consented to by the Infrastructure Authority;
 - (iii) the Infrastructure Authority may claim a payment on demand without reference to the Landowner and despite an objection, direction or Claim by the Landowner to the contrary;
 - (iv) the financial institution may make a payment on demand without reference to the Landowner and despite an objection, direction or Claim by the Landowner to the contrary;
 - (v) is unlimited in time;
 - (vi) is irrevocable;
 - (vii) is otherwise unconditional;
 - (viii) is in a form and substance to the Infrastructure Authority's satisfaction;
- (c) another form of surety consented to in a resolution of the Infrastructure Authority.

12.3 Reduction of a Security

- (a) A Landowner is not entitled to reduce a Completion Security or a Maintenance Security without the consent of the applicable Infrastructure Authority.
- (b) A Landowner may give to the applicable Infrastructure Authority a Notice which states that the Infrastructure Authority is requested to reduce the amount of a Performance Security on the basis that a Development Obligation to which the Performance Security relates has been performed and fulfilled.
- (c) The applicable Infrastructure Authority is to give to a Landowner a Notice which states that the amount of a Performance Security may be reduced if the Infrastructure Authority is satisfied of the following:
 - (i) the Development Obligation has been partly performed and fulfilled;
 - (ii) the amount of the reduced Performance Security is at least an amount estimated by the Infrastructure Authority to be 1.5 times the value of that part of the Development Obligation yet to be performed and fulfilled.
- (d) The provisions of paragraph (c)(ii) do not apply to a Performance Security to secure the payment of a Base Financial Contribution by Landowner A provided under Special Condition 3.

12.4 Adjustment of a Security

- (a) On each anniversary of the date of the provision to the applicable Infrastructure Authority of a Security (**Adjustment Date**) the amount of a Security (**Security Amount**) is adjusted to a revised amount (**Revised Security Amount**) by applying the following formula:

$$RSA = \frac{SA \times A}{B}$$

Where:

RSA is the Revised Security Amount.

SA is the Security Amount on the relevant Adjustment Date.

A is the index number for the PPI immediately before the relevant Adjustment Date.

B is the index number for the PPI immediately before the later of the following:

(i) the date of the provision to the Infrastructure Authority of the Security for the first adjustment of the Security Amount;

(ii) the immediately preceding Adjustment Date for a later adjustment of the Revised Security Amount.

- (b) The applicable Infrastructure Authority may give to a Landowner a Notice which states that the Landowner is to increase the amount of a Security to the Revised Security Amount.
- (c) A Landowner is to, within 14 Calendar Days of the receipt of a Notice under paragraph (b), give to the applicable Infrastructure Authority a replacement or further Security so that the Infrastructure Authority holds a Security for an amount equal to the Revised Security Amount.
- (d) The applicable Infrastructure Authority is to release and return to a Landowner an existing Security upon the receipt of a replacement Security for the Revised Security Amount under paragraph (c).

12.5 Release of a Security

- (a) A Landowner may give to the applicable Infrastructure Authority a Notice which states that the Infrastructure Authority is requested to release and return to the Landowner the following:
 - (i) a Completion Security, if the Landowner has corrected a minor omission or minor defect to which the Completion Security relates;
 - (ii) a Maintenance Security, if the Maintenance Period for the Work Contribution to which the Maintenance Security relates has ended;
 - (iii) a Performance Security, if the Landowner has performed and fulfilled the Development Obligation to which the Performance Security relates.
- (b) The applicable Infrastructure Authority is to, within 30 Calendar Days of the receipt of a Notice under paragraph (a), give to a Landowner a Notice which states whether the Infrastructure Authority is satisfied of the following:
 - (i) for a Completion Security, that the Landowner has corrected a minor omission or minor defect to which the Completion Security relates;
 - (ii) for a Maintenance Security, that the Maintenance Period for the Work Contribution to which the Maintenance Security relates has ended;

- (iii) for a Performance Security:
 - (A) that the Landowner has performed and fulfilled the Development Obligation to which the Performance Security relates; and
 - (B) that the applicable Infrastructure Authority has no actual or contingent liability arising as a result of the Landowner's performance and fulfilment of the Development Obligation.
- (c) The applicable Infrastructure Authority is to release and return the Security to the Landowner within 14 Calendar Days of the Infrastructure Authority giving to a Landowner a Notice under paragraph (b) expressing the satisfaction of the Infrastructure Authority to the matters stated in paragraph (b).

12.6 Interest earned on a Security

The interest earned on a Security which consists of money is to belong to the applicable Infrastructure Authority.

12.7 No merger on termination

Clause 12 does not merge on the termination of this document and continues to have effect until each party gives to the other parties a Notice waiving the benefit of this clause.

13. Default of a Development Obligation

13.1 Application of this clause

This clause applies if a Landowner fails to perform and fulfil the following:

- (a) the rectification of a minor omission or minor defect of a Work Contribution during the Maintenance Period;
- (b) the rectification of a defect of a Work Contribution during the Maintenance Period;
- (c) any other Development Obligation.

13.2 Notice of default

The applicable Infrastructure Authority is to, other than for a Public Emergency, give to a Landowner a Notice which states the following:

- (a) the details of the obligation which has not been performed or fulfilled by the Landowner;
- (b) the action which the Landowner is required to take to perform and fulfil the obligation;
- (c) the estimate of the costs of the Infrastructure Authority to perform and fulfil the obligation, which costs may include the following:
 - (i) charges for the Infrastructure Authority's supervision;
 - (ii) interest;
 - (iii) administration costs;

- (iv) legal costs on a full indemnity basis or a solicitor and own client basis, whichever is the higher;
 - (v) overheads;
 - (vi) a reasonable contingency;
- (d) a reasonable period within which the obligation is to be performed and fulfilled by the Landowner.

13.3 Performance and fulfilment of a Development Obligation

- (a) The applicable Infrastructure Authority may perform and fulfil a Development Obligation not performed and fulfilled by a Landowner in the following circumstances:
- (i) there is a Public Emergency;
 - (ii) the Landowner has not complied with a Notice given by the Infrastructure Authority to the Landowner under **clause 13.2**.
- (b) The applicable Infrastructure Authority may perform and fulfil part of a Development Obligation to ensure that the Infrastructure Authority does not spend more than the amount secured by the Performance Security.

13.4 Compulsory acquisition of land for a Land Contribution

- (a) The applicable Infrastructure Authority may compulsorily acquire under the *Acquisition of Land Act 1967* (Qld) land the subject of a Land Contribution of which a Landowner is the Owner without having to go through the pre-acquisition procedure under that law, if the Landowner has not complied with a Notice given by the Infrastructure Authority to the Landowner under **clause 13.2** requiring the performance and fulfilment of an obligation to provide the Land Contribution.
- (b) A Landowner consents to the applicable Infrastructure Authority compulsorily acquiring the land under paragraph (a) for the amount of \$1.10 in full and final payment of compensation under the *Acquisition of Land Act 1967* (Qld).

13.5 Recourse to a Security

- (a) The applicable Infrastructure Authority may have recourse to a Security for a matter to which the Security relates which has not been performed and fulfilled by a Landowner in the following circumstances:
- (i) there is a Public Emergency;
 - (ii) the Landowner has not complied with a Notice given by the Infrastructure Authority to the Landowner under **clause 13.2**.
- (b) The applicable Infrastructure Authority may convert a Security into money if the Security does not consist of money.

13.6 Recovery of an amount as a liquidated debt

The applicable Infrastructure Authority may recover from a Landowner as a liquidated debt the following amounts:

- (a) the amount of a Financial Contribution or other payment not paid by the Landowner;
- (b) the amount stated in a Notice given by the Infrastructure Authority to the Landowner under **clause 13.2**;
- (c) the amount stated in a Notice given by the Infrastructure Authority to the Landowner for the following:
 - (i) the compensation the Infrastructure Authority pays to a person other than the Landowner for the compulsory acquisition of land the subject of a Land Contribution under **clause 13.4**;
 - (ii) the costs incurred by the Infrastructure Authority for the compulsory acquisition of land the subject of a Land Contribution under **clause 13.4**;
- (d) the amount stated in a Notice given by the applicable Infrastructure Authority to the Landowner representing the difference between the costs actually incurred by the Infrastructure Authority in performing and fulfilling a Landowner's obligation and any amount received by the Infrastructure Authority under **clause 13.5** and **clause 13.6**.

13.7 Application of an amount received by an Infrastructure Authority

An Infrastructure Authority may apply an amount received by the Infrastructure Authority under **clause 13.5** or **clause 13.6** for the following:

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

13.8 Infrastructure Authority is relieved of its obligations for the period of a Landowner's default

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

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

13.9 No merger on termination

Clause 13 does not merge on the termination of this document and continues in effect until each party gives to the other parties a Notice waiving the benefit of this clause.

14. Right of access

14.1 Access to a Landowner's land

A Landowner is to, upon the receipt of a Notice given by an Infrastructure Authority to the Landowner which states that access is requested to land of which the Landowner is the Owner or which is under the control of the Landowner, permit the Infrastructure Authority to have access to the land for the following:

- (a) examining, inspecting, testing and monitoring the following:
 - (i) the state and condition of the land or Vegetation or Waters on the land;
 - (ii) a Land Contribution;
 - (iii) a Work Contribution;
 - (iv) the site of a Work Contribution on the Development Land or on other land;
- (b) determining whether a Development Obligation has been performed and fulfilled;
- (c) making good a breach of a Development Obligation;
- (d) the performance and fulfilment of an obligation of the Infrastructure Authority or a Development Obligation of another Landowner;
- (e) the exercise by the Infrastructure Authority of a right.

14.2 Access to an Infrastructure Authority's land

An Infrastructure Authority is to, upon the receipt of a Notice given by a Landowner to the Infrastructure Authority which states that access is requested to land of which the Infrastructure Authority is the Owner or which is under the control of the Infrastructure Authority, permit the Landowner to have access to the land for the following:

- (a) the performance and fulfilment of a Development Obligation;
- (b) the exercise by the Landowner of a right.

14.3 Landowner access to Landowner land

(a) A Landowner (**First Landowner**) is to, upon receipt of a Notice given by another Landowner (**Accessing Landowner**) which states that access is requested to land of which the First Landowner is the Owner or which is under the control of the First Landowner, permit the Accessing Landowner to have access to the land for the following:

- (i) examining, inspecting, testing and monitoring the state and condition of the land or Vegetation or Waters on the land; and
- (ii) the performance and fulfilment of the following:

- (A) an obligation of the Accessing Landowner which is required by an Infrastructure Authority; or
 - (B) a Development Obligation of the Accessing Landowner.
- (b) The Accessing Landowner must:
- (i) before the Accessing Landowner accesses the land:
 - (A) give the First Landowner reasonable details of the Accessing Landowner's proposed activities on the land; and
 - (B) give the First Landowner evidence satisfactory to the First Landowner, acting reasonably, that the Accessing Landowner or its contractor has appropriate insurances in place in relation to those activities; and
 - (ii) comply with any reasonable directions of the First Landowner in relation to the access to the First Landowner's land provided such directions do not materially adversely interfere with the performance or fulfilment under subparagraph (a)(i).

14.4 Exercise of a right of access

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

14.5 No merger on termination

Clause 14 does not merge on the termination of this document and continues in effect until each party gives to the other parties a Notice waiving the benefit of this clause.

15. Resolution of a contended matter of uncertainty

15.1 Application of this clause

This clause applies if a Landowner contends that:

- (a) the specification or detail of an Infrastructure Contribution or a Special Condition has not been fully recorded in this document; and
- (b) the meaning or effect of a clause or provision is invalid, illegal or unenforceable for uncertainty or otherwise.

15.2 Requirement to give a Notice

A Landowner is to, as soon as is reasonably practicable after it makes a contention, give to the other parties a Notice which states the following:

- (a) the contended matter of uncertainty;
- (b) that the Authorised Person is to determine the contended matter of uncertainty.

15.3 Determination of an uncertainty

- (a) The Authorised Person is to, as soon as is reasonably practicable after the receipt of a Notice, determine the contended matter of uncertainty.
- (b) The Authorised Person is to determine the contended matter of uncertainty acting reasonably.
- (c) The Authorised Person in determining the contended matter of uncertainty may have regard to the following:
 - (i) the Planning Act;
 - (ii) a Planning Instrument;
 - (iii) a policy or law of the applicable Infrastructure Authority;
 - (iv) a document or decision of the Infrastructure Authority;
 - (v) a requirement of the Infrastructure Authority for the Development and Use of premises in the Planning Scheme Area.

15.4 Determination of the Authorised Person

- (a) The Authorised Person's determination is to be given to the parties in a Notice.
- (b) The Authorised Person's determination binds all parties.
- (c) The Authorised Person's determination is taken:
 - (i) to have formed part of and to have been incorporated in the agreed terms of this document as from the Commencement Date; and
 - (ii) not to be a variation or alteration of the agreed terms of this document.

15.5 Restriction on a Claim

A party may not institute a Claim for the contended matter of uncertainty until the matters stated in **clause 15** have been complied with.

16. Dispute resolution generally

16.1 Application of this clause

This clause applies to a dispute which cannot be resolved by an agreement between the parties to the dispute as to the following:

- (a) the performance and fulfilment of this document;

- (b) a matter arising out of this document other than a matter to which **clause 15** applies.

16.2 Notice of a dispute

- (a) A party may give to the other party to the dispute a Notice which states the following (**Dispute Notice**):
 - (i) the dispute;
 - (ii) that the dispute is to be resolved under **clause 16**.
- (b) A party which gives a Dispute Notice is to continue to perform and fulfil its obligations but is not required to finish the disputed matter unless the party giving the Dispute Notice indemnifies the other party against a Claim or the costs for finishing the disputed matter if the dispute is not resolved in favour of the indemnifying party.

16.3 Discussion and mediation of a dispute

- (a) The parties are to, within 10 Calendar Days of the date of the Dispute Notice, meet to discuss the dispute and its possible determination.
- (b) The parties may, within 7 Calendar Days of the meeting under paragraph (a), agree to refer the dispute to mediation.
- (c) If the parties agree to refer the dispute to mediation under paragraph (b), the parties are to:
 - (i) appoint a mediator agreed by the parties or if the parties fail to agree to the appointment of a mediator within the period referred to in paragraph (b):
 - (A) request the President of the Queensland Law Society Incorporated to nominate a mediator; and
 - (B) appoint the mediator nominated by the President of the Queensland Law Society Incorporated; and
 - (ii) use their best endeavours to resolve the dispute by mediation.
- (d) The parties are to bear equally the cost of a mediator including the cost of the appointment.
- (e) The mediator is:
 - (i) not liable for the mediation other than for fraud or misfeasance; and
 - (ii) released and indemnified by the parties against a Claim other than for fraud or misfeasance which may be made for the mediation.

16.4 Determination of a dispute by an expert

- (a) The parties may agree to seek an independent resolution by an expert within the following time period:
 - (i) if the dispute was referred to mediation, within 24 Calendar Days of the date of the Dispute Notice;

- (ii) if the dispute was not referred to mediation under **clause 16.3**, within 17 Calendar Days of the date of the Dispute Notice.
- (b) The parties may agree that an expert is to be appointed by the President or other equivalent person of the following entities as is appropriate in the circumstances:
- (i) if an architect – the Australian Institute of Architects, Queensland Chapter;
 - (ii) if a real estate agent – the Real Estate Institute of Queensland;
 - (iii) if a quantity surveyor – the Australian Institute of Quantity Surveyors, Queensland Division;
 - (iv) if an engineer – the Institution of Engineers Australia, Queensland Chapter;
 - (v) if a mediator – the Queensland Law Society Incorporated;
 - (vi) if an accountant – the Institute of Chartered Accountants, Queensland Division;
 - (vii) if an actuary – the Institute of Actuaries Australia, Queensland Division;
 - (viii) if a valuer – the Australian Institute of Valuers and Land Economists, Queensland Division;
 - (ix) if a town planner – the Planning Institute of Australia;
 - (x) if a lawyer – the Queensland Law Society Incorporated,
- (c) If the parties cannot agree on the type of expert, the type of expert is to be determined by the President of the Queensland Law Society Incorporated.
- (d) The person to be appointed to be an expert:
- (i) is to have a technical understanding of the matter the subject of the dispute; and
 - (ii) is not to have a significantly greater understanding of one party’s business or operation which might allow the other party to construe this greater understanding as a bias or a conflict of interest; and
 - (iii) is to inform the parties before being appointed of the extent of the expert’s understanding of each party’s business or operation and if that information shows a possible bias, then that person is not to be appointed as an expert other than with the consent of the parties.
- (e) The expert is to:
- (i) act as an expert and not as an arbitrator; and
 - (ii) proceed in a manner the expert thinks appropriate but is:
 - (A) to observe the rules of natural justice but not the rules of evidence; and
 - (B) not to accept an oral submission unless both parties are present; and

- (C) to ensure that on the receipt of a written submission from one party that a copy of the submission is given to the other parties as soon as is reasonably practicable; and
 - (iii) consider a document, information and other material, whether given to the expert by a party or not, which the expert in its absolute discretion considers reasonable or relevant to the determination of the dispute; and
 - (iv) give effect to the intent of the parties in entering into this document as stated in the Recitals in determining the dispute; and
 - (v) give a draft determination which states the expert's intended determination and requests each party to make a further submission within 10 Business Days; and
 - (vi) give a final determination which states the expert's determination; and
 - (vii) act with expedition with a view to giving a final determination as soon as is reasonably practicable.
- (f) The expert may engage the expert's own adviser or consultant to provide information to help the expert in making a determination.
 - (g) The parties are to comply with a direction given by an expert for the determination of the dispute.
 - (h) The referral of a dispute to an expert is not an arbitration and the *Commercial Arbitration Act 2013* (Qld) is not to apply.
 - (i) The expert's decision is final and binding on the parties.
 - (j) The parties are to bear equally the cost of an expert including the cost of the appointment and the cost of an adviser or consultant engaged by the expert.
 - (k) The expert is:
 - (i) not liable for the expert determination other than for fraud or misfeasance; and
 - (ii) released and indemnified by the parties against a Claim other than for fraud or misfeasance which may be made for the expert determination.

16.5 Determination of an unresolved dispute

- (a) A party may between 14 and 50 Calendar Days (inclusive) after the date of a Dispute Notice, and whether before or after the reference of a dispute to an expert under **clause 16.4**:
 - (i) commence a Claim for the determination of the dispute; or
 - (ii) give to the other parties a Notice which states that it will not be bound by the expert's decision if that party is not entitled to commence a Claim such as is the case with an Infrastructure Authority for an Application.
- (b) The reference of a dispute to the expert under **clause 16.4** is to be terminated and the dispute is to be dealt with by a court if a party has commenced a Claim or given a Notice which states that it will not be bound by the expert's decision.

- (c) A dispute is to be finally determined by the expert under **clause 16.4** in the following circumstances:
 - (i) if the parties agree to have the dispute determined by the expert;
 - (ii) if a party has not under paragraph (a) commenced a Claim or given a Notice which states that it will not be bound by the expert's decision.

16.6 Confidentiality of information

- (a) The parties are to ensure that a mediator and an expert agree to the following as a condition of their appointment:
 - (i) to keep confidential a document, information and other material disclosed to the mediator or the expert for the mediation or expert determination, other than is provided for in subparagraph (ii);
 - (ii) to not disclose any confidential document, information or other material other than:
 - (A) to a party or adviser who has signed a confidentiality undertaking to the same effect as this clause;
 - (B) if required by a law or the ASX Listing Rules;
 - (iii) to not use a confidential document, information or other material disclosed to the mediator or the expert for the mediator's or expert's determination other than the mediation or expert determination.
- (b) The parties are to keep confidential, not disclose or rely upon or make subject to a subpoena to give evidence or produce a document for a court proceeding the following:
 - (i) a view, expression, proposal or suggestion made by a party, mediator or expert for the mediation or expert determination relating to a possible settlement of the dispute;
 - (ii) an admission or concession made by a party during the mediation or the expert determination for the dispute;
 - (iii) a document, information or other material for the dispute which is disclosed by a party during the mediation or expert determination unless the document, information or material is otherwise discoverable in a court proceeding.

16.7 No merger on termination

Clause 16 does not merge on the termination of this document and continues in effect until all clauses of this document no longer have effect.

17. Release and indemnity and limitation of liability

17.1 Release

- (a) A Landowner covenants and agrees that the following are at the risk of the Landowner:
 - (i) the land in the Development Land;

- (ii) the Development of the Development Land;
 - (iii) a Development Obligation.
- (b) A Landowner releases an Infrastructure Authority from a Claim or the costs for the following:
- (i) the land in the Development Land;
 - (ii) the Development of the Development Land;
 - (iii) a Development Obligation.

17.2 Indemnity

- (a) A Landowner indemnifies an Infrastructure Authority against a Claim or the costs arising directly or indirectly for the following:
- (i) an Infrastructure Authority enforcing a Development Obligation of the Landowner;
 - (ii) an Infrastructure Authority exercising a right as a result of a default by the Landowner;
 - (iii) a matter under this document applicable to the Landowner including the following:
 - (A) the land in the Development Land;
 - (B) the Development of the Development Land;
 - (C) a Development Obligation;
 - (iv) a matter under a Prescribed Development Infrastructure Work Contract of which the Landowner is a party;
 - (v) a matter under a Preservation Deed of which the Landowner is a party;
 - (vi) a matter under a Security provided by the Landowner;
 - (vii) a matter under a document for an Infrastructure Contribution of the Landowner;
 - (viii) a matter under a document provided for under this document which is applicable to the Landowner.
- (b) However the indemnity of a Landowner to an Infrastructure Authority under paragraph (a) is only to the extent that a Claim or the costs are not caused or contributed to by the following:
- (i) an error, omission or a negligent or wilful act or omission of the Infrastructure Authority;
 - (ii) the non-compliance with a law by the Infrastructure Authority;
 - (iii) the failure by the Infrastructure Authority to observe an obligation under a document referred to in paragraph (a);

- (iv) a Claim to the validity, legality or enforcement of an Approval or a Planning Instrument brought or commenced by a person other than a party;
 - (v) an error, omission or a negligent or wilful act or omission of another Landowner;
 - (vi) the non-compliance with a law by another Landowner.
- (c) A Landowner indemnifies the Infrastructure Authority for all the costs of a Claim paid or payable by the Infrastructure Authority including legal costs on a full indemnity basis or a solicitor and own client basis whichever is the higher.
 - (d) The Infrastructure Authority is not required to incur a cost before enforcing a right of indemnity under this clause.
 - (e) A Landowner is to pay on demand by a Notice given by the Infrastructure Authority to the Landowner an amount which it is to pay under the Landowner's indemnity.

17.3 Limitation of liability of the Trustees of the Peter Crosby Estate Discretionary Trust

- (a) This clause applies upon the transfer of Area B to the Area B Transferee, being the Trustees of the Peter Crosby Estate Discretionary Trust (**Area B Trustees**), as provided for in the Amendment Agreement No 2.
- (b) The Area B Trustees are a party to this document only in their capacities as Trustees of the Peter Crosby Estate Discretionary Trust and in no other capacity.
- (c) A liability arising under or in connection with this document is limited to and can be enforced against the Area B Trustees only to the extent to which it can be satisfied out of Lot 693 on CP C311253 and Lot 347 on CP CG1125 only (**Landowner B Trust Property**), out of which the Area B Trustees are actually indemnified for the liability.
- (d) This limitation of liability applies despite any other provision of this document and extends to all obligations of the Area B Trustees in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this document.
- (e) The parties, other than the Area B Trustees, may not sue the Area B Trustees in any capacity other than as Trustees of the Peter Crosby Estate Discretionary Trust, including seeking the appointment of a receiver (except in relation to the Landowner B Trust Property), a liquidator, an administrator or any similar person to the Area B Trustees or prove in any liquidation, administration or arrangement of or affecting the Area B Trustees (except in relation to the Landowner B Trust Property).
- (f) The provisions of this clause shall not apply to any liability of the Area B Trustees arising under or in connection with this document as a result of the Area B Trustees' fraud, negligence or breach of trust.

17.4 Limitation of liability of a trustee of a testamentary trust established by a will of Landowner C

- (a) This clause applies upon the transfer of Area C from the personal representatives of Landowner C to the trustee (**Area C Trustee**) of a testamentary trust

established by a will of Landowner C (**Landowner C Testamentary Trust**), as provided for in a deed under **clause 10.2**.

- (b) The Area C Trustee is a party to this document only in its capacity as a trustee of the Landowner C Testamentary Trust and in no other capacity.
- (c) A liability arising under or in connection with this document is limited to and can be enforced against the Area C Trustee only to the extent to which it can be satisfied out of the land comprising Area C only (**Landowner C Trust Property**), out of which the Area C Trustee is actually indemnified for the liability.
- (d) This limitation of liability applies despite any other provision of this document and extends to all obligations of the Area C Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this document.
- (e) The parties, other than the Area C Trustee, may not sue the Area C Trustee in any capacity other than as a trustee of the Landowner C Testamentary Trust, including seeking the appointment of a receiver (except in relation to the Landowner C Trust Property), a liquidator, an administrator or any similar person to the Area C Trustee or prove in any liquidation, administration or arrangement of or affecting the Area C Trustee (except in relation to the Landowner C Trust Property).
- (f) The provisions of this clause shall not apply to any liability of the Area C Trustee arising under or in connection with this document as a result of the Area C Trustee's fraud, negligence or breach of trust.

17.5 No merger on termination

Clause 17 does not merge on the termination of this document and continues in effect until each party gives to the other parties a Notice waiving the benefit of this clause.

18. Representation and warranty

18.1 Details of the Development Land

A Landowner represents and warrants the following:

- (a) that the details of the land comprising the Development Land in **schedule 1** are complete and accurate in every respect;
- (b) that the details of the legal and beneficial Owner of the Development Land in **schedule 1** are complete and accurate in every respect;
- (c) that a mortgagee has not taken possession of the land comprising the Development Land.

18.2 Execution and delivery of this document

- (a) Each party represents and warrants the following:
 - (i) the party has the capacity to unconditionally execute and deliver this document;
 - (ii) the party has taken all necessary action to authorise the unconditional execution and delivery of this document;

- (iii) the party's execution and delivery of this document does not breach the following:
 - (A) a relevant law;
 - (B) the party's constituent documents;
 - (C) an agreement, instrument or other document to which it is a party;
 - (D) an obligation to another person.
- (b) A person signing this document as an attorney of a party represents and warrants to the other parties that at the date of execution the person has not received a notice or information of the revocation of the power of attorney appointing that person.
- (c) A person signing this document as an authorised officer, agent or trustee of a party represents and warrants to the other parties that at the date of execution that person has the full authority to execute this document in that capacity.

18.3 Performance and fulfilment of this document

A party represents and warrants to the other parties the following:

- (a) this document constitutes the party's valid and legally binding obligations;
- (b) this document is enforceable against the party by the other parties;
- (c) the party's compliance with its obligations does not breach the following:
 - (i) a relevant law;
 - (ii) the party's constituent document;
 - (iii) an agreement, instrument or other document to which it is a party;
 - (iv) an obligation to another person;
- (d) the party has a legally enforceable right to complete a Land Contribution for land of which it is the Owner and a Work Contribution to enable the party's compliance with its obligations as and when they arise.

19. Waiver and exercise of a right

19.1 Waiver

- (a) A waiver by a party is only effective against the following:
 - (i) the Council if it complies with the following:
 - (A) if the waiver is for a Development Obligation, the Council has by resolution waived the Development Obligation;
 - (B) it is in a Notice under the hand of the Chief Executive Officer;
 - (ii) Unitywater if it is in a Notice under the hand of a director or secretary of Unitywater;

- (iii) a Landowner if it is in a Notice under the hand if the Landowner is:
 - (A) a natural person, the Landowner or the Landowner's attorney;
 - (B) a corporation, director or secretary of the Landowner.
- (b) A written waiver by a party is:
 - (i) only effective for the obligation or breach of an obligation for which it is given;
 - (ii) not to be taken as an implied waiver of another obligation or breach of an obligation; and
 - (iii) not to be taken as an implied waiver of another obligation or breach of an obligation for any other occasion.

19.2 Exercise of a right

- (a) The single or partial exercise or waiver by a party of a right does not:
 - (i) prevent or prejudice the following:
 - (A) any other exercise of the right;
 - (B) the exercise of another right; and
 - (ii) amount to a waiver of the following:
 - (A) an obligation of another party;
 - (B) a breach of an obligation of another party.
- (b) The delay by a party in the exercise of a right does not:
 - (i) prevent or prejudice the following:
 - (A) the exercise of the right;
 - (B) any other exercise of the right;
 - (C) the exercise of another right; and
 - (ii) amount to a waiver of the following:
 - (A) an obligation of another party;
 - (B) a breach of an obligation of another party.
- (c) A party is not liable for a cost of another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

20. Force Majeure

20.1 Application of this clause

This clause does not apply to a Development Obligation for the following:

- (a) a Financial Contribution or other payment;
- (b) a Land Contribution.

20.2 Notice of Force Majeure

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

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

20.3 Suspension of an obligation

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

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

20.4 Removal or amelioration of Force Majeure

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

20.5 Dispute resolution process to apply

If the parties are unable to agree on the existence of a party's Force Majeure or the period during which an obligation is suspended during the continuance of Force Majeure the dispute is to be resolved under **clause 16**.

20.6 Matter beyond an Infrastructure Authority's control

The Infrastructure Authority is to be relieved of the performance and fulfilment of an obligation which is dependent on the occurrence of a specified circumstance for so long as there is a change, deviation or non-occurrence of the circumstance arising from a matter beyond the Infrastructure Authority's control.

21. Time

21.1 Time of the essence

Time is, in all cases, of the essence.

21.2 Extension of time

The parties may agree to extend a time stated in this document by giving to each other a Notice which states the extended time.

22. Execution and further action

22.1 No counterparts

This document is not to be executed in counterparts.

22.2 Action to give effect to this document

A party is to do at its cost everything reasonably necessary to effect, perfect or complete this document and a transaction incidental to this document.

22.3 Further action if a clause is invalid, illegal or unenforceable

The parties are to use their best endeavours including the preparation, negotiation and execution of a further document to ensure that the object of a clause or part of a clause which is held by a court to be invalid, illegal or unenforceable is substantially achieved.

23. Severance

23.1 Removal from this document

A clause or part of a clause which is held by a court to be invalid, illegal or unenforceable is to be treated as removed from this document.

23.2 Affect of removal on this document

The remaining clauses are not affected by:

- (a) the invalidity, illegality or unenforceability of a clause or part of a clause; or
- (b) the removal of a clause or part of a clause from this document.

23.3 Further action on removal

The parties are to use their best endeavours to satisfy the intent of this document as stated in the Recitals, for a clause or part of a clause which is held by a court to be invalid, illegal or unenforceable, to the extent that it is possible having regard to the relevant court judgment.

24. Notice

24.1 Form of a Notice

- (a) A Notice given by a party is to be:
 - (i) in writing; and
 - (ii) signed by the party; and
 - (iii) marked for the attention of the relevant person.
- (b) A party receiving a Notice is not obliged to enquire as to the authority of the person signing the Notice.

24.2 Giving of a Notice

- (a) A party may give to any other party a Notice by sending the Notice in one of the following ways:
 - (i) delivering the Notice to the other party at the address of the party;
 - (ii) sending the Notice to the other party by electronic mail;
 - (iii) posting the Notice by prepaid post to the other party at the address of the party;
 - (iv) faxing the Notice to the other party at the party's facsimile number.
- (b) A Notice is to be treated as given in the following circumstances:
 - (i) if it is delivered, when it is left at the address of the party;
 - (ii) if it is sent by electronic mail and no electronic error notification is received by the sender, the date and time the electronic mail indicates it was sent;
 - (iii) if it is sent by post, 3 Calendar Days after it is posted or 7 Calendar Days after it is posted if sent to or from a place outside Australia;
 - (iv) if it is sent by facsimile, as soon as the sender receives from the sender's facsimile machine a report of an error-free transmission to the correct facsimile number.
- (c) An Infrastructure Authority may prove the giving of a Notice by the Infrastructure Authority's Chief Executive Officer certifying that a Notice has been given.

24.3 Change of the details of a party

A party may change the address, facsimile number and the person to whose attention a Notice is to be brought by giving to the other parties a Notice which states the following:

- (a) the changed details;
- (b) that the change is to take effect from a date which is at least 7 Calendar Days after the Notice is given to the other parties.

25. Confidentiality

25.1 Confidentiality of this document

- (a) This document is not confidential.
- (b) This document may be:
 - (i) treated as a public document; and
 - (ii) exhibited or reported without restriction by a party.
- (c) A party is to comply with a Notice given by any other party to the party which states that the party is to:
 - (i) not issue, publish or authorise a media release or advertisement concerning this document without obtaining the other party's consent; and

- (ii) obtain a similar obligation from the party's contractors.

25.2 Confidentiality of other information

- (a) The parties covenant and agree as follows:
 - (i) Confidential Information has been supplied to the parties in the course of the preparation, negotiation and execution of this document;
 - (ii) the parties may disclose to each other further Confidential Information for a matter in this document.
- (b) The parties are to:
 - (i) not disclose any Confidential Information received before or after the making of this document to any person without the prior consent of the party who supplied the Confidential Information; and
 - (ii) take all reasonable steps to ensure all Confidential Information received before or after the making of this document is kept confidential and protected against unauthorised use and access.
- (c) However a party may disclose Confidential Information in the following circumstances:
 - (i) if required by a relevant law or the ASX Listing Rules;
 - (ii) to an employee or consultant of the party to whom it is considered necessary to disclose the information, if the employee or consultant undertakes to keep the information confidential.

25.3 Inclusion in land record of the Council

The Council may include information about this document in the land record for land comprising the Development Land under the Local Government Act.

26. Enforcement

26.1 Right to enforce

- (a) A party may enforce this document in a court.
- (b) This document may not be enforced by a person who is not a party.

26.2 Enforcement not prevented

For the avoidance of doubt, nothing in this document prevents the following:

- (a) a party from bringing a proceeding in a court for the enforcement of this document or a matter to which this document relates;
- (b) an Authority from exercising a function or right under a law for the enforcement of this document or a matter to which this document relates.

26.3 Covenant against making a Claim

- (a) A Landowner is not to make a Claim against the Council for the following:
 - (i) that this document is invalid, illegal or unenforceable because an Approval for the Development Land requires the Landowner to comply with this document;
 - (ii) that an Approval or a condition of an Approval for the Development Land is invalid, illegal or unenforceable because the Approval or condition requires the Landowner to comply with this document;
 - (iii) a Planning Instrument or an amendment of a Planning Instrument which applies to the Development Land which is not inconsistent with the Proposed Planning Instrument Amendment.
- (b) A Landowner is not to make a Claim against Unitywater for the following:
 - (i) that this document is invalid, illegal or unenforceable because an Approval for the Development Land requires the Landowner to comply with this document;
 - (ii) that an Approval or a condition of an Approval for the Development Land is invalid, illegal or unenforceable because the Approval or condition requires the Landowner to comply with this document.

27. Further agreement

27.1 Agreement to change

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

27.2 Form of the change

A change, review or replacement of this document only has effect if the change:

- (a) is in the form of a deed executed by the parties; and
- (b) complies with the Planning Act and any other relevant law.

27.3 Further agreement

- (a) The parties may at any time enter into an agreement or arrangement for a matter the subject of this document that the parties consider is necessary or desirable in order to give effect to this document.
- (b) An agreement or arrangement entered into under paragraph (a) is not to be inconsistent with this document.

28. Entire agreement

28.1 Extent of the agreement

This document and the documents referred to in it contain everything to which the parties have agreed for the matters that are dealt with.

28.2 Previous action, statement or document

- (a) A party cannot rely on a previous document or anything said or done by a party before this document was executed other than as permitted by a law.
- (b) A previous negotiated understanding, representation, warranty, memorandum or commitment concerning a matter of this document is:
 - (i) merged in and superseded by this document; and
 - (ii) is of no effect and no party is liable to the other for the matter.

28.3 No collateral, agreement, warranty or understanding

An oral explanation or information provided by a party to the other parties before this document was executed is not to constitute a collateral agreement, warranty or understanding between the parties.

29. Governing law and jurisdiction**29.1 Queensland law to apply**

This document is governed by the laws which apply in the State of Queensland.

29.2 Queensland courts to have jurisdiction

- (a) The parties irrevocably and unconditionally submit to the non exclusive jurisdiction of the courts of the State of Queensland and a court which has jurisdiction to hear an appeal from those courts.
- (b) The parties are not to object and waive their right to object to the following:
 - (i) a legal proceeding brought in those courts;
 - (ii) the exercise of the jurisdiction by those courts on any basis.

30. Consent and expression of satisfaction of a party**30.1 Request by a party**

A party may request any other party to give its consent or express its satisfaction to a matter by giving to the other party a Notice which states the following:

- (a) the matter for which the consent or the expression of satisfaction is requested;
- (b) the clause under which the party seeks the consent or the expression of satisfaction of the other party.

30.2 Exercise of a discretion

A party in deciding whether to give its consent or express its satisfaction is:

- (a) to act reasonably; and
- (b) not to unreasonably delay its decision.

30.3 Request for information

- (a) A party whose consent or expression of satisfaction is requested may give to the party requesting the consent or the expression of satisfaction a Notice which states the reasonable or relevant information to be provided by that party for the matter for which the consent or the expression of satisfaction is sought.
- (b) A party who is given a Notice to provide information under paragraph (a) is to provide the stated information as soon as is reasonably practicable.

30.4 Consideration of a matter

A party may, in deciding whether to give its consent or express its satisfaction to a matter, consider the following:

- (a) the information provided by a party;
- (b) the information obtained by a party;
- (c) any other matter which the party considers reasonable or relevant.

30.5 Decision

A party may in deciding whether to give its consent or express its satisfaction to a matter do the following:

- (a) give its consent or express its satisfaction to all or part of the matter without a condition;
- (b) give its consent or express its satisfaction to all or part of the matter subject to a condition which is reasonable or relevant;
- (c) withhold its consent or expression of satisfaction.

30.6 Reason for the decision

A party in deciding whether to give its consent or express its satisfaction to a matter is not obliged to give a reason for its decision unless this document states a reason is to be given.

30.7 Form of the decision

A party is to give to the other party a Notice which states its decision.

30.8 No Claim

A party may not be subject to a Claim for its decision except if it has breached a provision of this document in giving its decision.

31. Rights of the parties

31.1 Rights under this document

The rights of a party under this document are cumulative.

31.2 Rights other than under this document

The rights of a party under this document are in addition to any other right of the party.

32. Payment

32.1 Identified costs

A Landowner is liable for and is to pay the costs in **schedule 1**.

32.2 Unidentified costs

- (a) A Landowner is liable for and is to pay on demand by a Notice given by the applicable Infrastructure Authority to the Landowner the Infrastructure Authority's costs for the following in respect of the Landowner:
- (i) the preparation, negotiation and execution of a document required under this document, including without limitation the following:
 - (A) a deed or other document for the sale of a Developable Lot or other Dealing;
 - (B) a Prescribed Development Infrastructure Work Contract;
 - (C) a Preservation Deed;
 - (D) a Security;
 - (E) a document for an Infrastructure Contribution;
 - (F) a Plan of Subdivision;
 - (ii) the giving effect of this document or a document required under this document;
 - (iii) the exercise or non-exercise of a right, including for the actual or contemplated enforcement or preservation of a right, waiver, release, indemnity, discharge or charge under this document.
- (b) The Infrastructure Authority's costs are to include legal costs on a full indemnity basis or a solicitor and own client basis, whichever is the higher.

32.3 Tax

A Landowner is liable for and is to pay on demand by a Notice given by the applicable Infrastructure Authority to the Landowner the Infrastructure Authority's costs for a Tax (other than if it arises from the default by the Infrastructure Authority) for the following in respect of the Landowner:

- (a) this document;
- (b) a Prescribed Development Infrastructure Work Contract;
- (c) a Preservation Deed;
- (d) a Security;
- (e) a document for an Infrastructure Contribution;
- (f) a document provided for under this document;

- (g) a transaction evidenced, effected or contemplated by this document or a document referred to in paragraphs (a) to (f).

32.4 Payment requirements

- (a) An amount payable to a party is to be paid free from a deduction.
- (b) An amount payable to a party is to be paid in the following ways:
 - (i) in cash;
 - (ii) by an unendorsed bank cheque;
 - (iii) by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the party.
- (c) A party making a payment is to give to the party receiving the payment a Notice which states the party's intention to make the payment at least 2 Business Days from the date that the Notice is given.

32.5 Overdue payment

- (a) This clause applies if a party (**Payer**) has not paid to the other party (**Payee**) an amount payable by the Payer when it becomes due for payment (**Overdue Amount**).
- (b) The Payer is to pay to the Payee interest on the Overdue Amount during the period the Overdue Amount remains unpaid.
- (c) The interest is to be paid on the following date:
 - (i) a date stated in a notice given by the Payee to the Payer;
 - (ii) the first day of each month if no date is fixed by the Payee.
- (d) The interest is to be calculated on the basis of the following:
 - (i) a daily balance;
 - (ii) the days which have elapsed from the date it becomes due for payment to the date it is paid;
 - (iii) a rate which is the total of 4% per annum and the cash rate specified by the Reserve Bank of Australia.
- (e) The Payee may capitalise the interest which is not paid when due for payment at the following intervals:
 - (i) the interval fixed in a Notice given by the Payee to the Payer;
 - (ii) on the first day of each month if no interval is fixed by the Payee.
- (f) The Payer is to pay interest on the capitalised interest under paragraph (d).
- (g) The Payer's obligation to pay the Overdue Amount and interest on the date it becomes due for payment is not affected by another clause.

- (h) If a Claim under this document becomes merged in a judgment or an order of a court, then the Payer is to pay interest to the Payee on the amount of that Claim as an independent obligation.
- (i) The interest accrues from the date the Claim becomes due for payment both before and after the judgment or an order of the court until it is paid, at a rate which is the higher of the rate payable under the judgment or an order and the rate stated in paragraph (d).

32.6 No merger on termination

Clause 32 does not merge on the termination of this document and continues to have effect until each party gives to each other party a notice waiving the benefit of the clause.

33. Indexation

33.1 Application of this clause

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

33.2 Indexation of an amount

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

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

Where:

IA is the indexed amount.

A is the amount to be indexed.

Index Number is the number in the index stated in **schedule 1**.

Base Period is the period stated in **schedule 1**.

Later Period is the period stated in **schedule 1**.

34. GST

34.1 Construction of this clause

In this **clause 34**:

- (a) a word has the meaning in the GST Act; and
- (b) a reference to GST payable and an input tax credit entitlement include the GST payable by, and the input tax credit entitlement of, the representative member for a GST group of which the entity is a member.

34.2 Payment of GST

- (a) If a party or an entity through which that party acts (**Supplier**) is liable to pay GST on a supply made under or in connection with this document, the recipient is to pay to the Supplier an amount equal to the GST payable by the Supplier.

- (b) The recipient is to pay the amount stated in paragraph (a) in addition to and at the same time that the consideration for the supply is to be provided under this document.
- (c) The Supplier is to deliver a tax invoice or an adjustment note to the recipient before the Supplier is entitled to the payment of the amount stated in paragraph (a).
- (d) The recipient may withhold the payment of the amount stated in paragraph (a) until the Supplier provides a tax invoice or an adjustment note, as appropriate.
- (e) If an adjustment event arises in respect of a taxable supply made by a Supplier under this document, the amount payable by the recipient is to be recalculated to reflect the adjustment event and a payment is to be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.
- (f) The parties are to do all things including producing a tax invoice and other documents which may be necessary or desirable to enable or help the other party to claim an input tax credit, set-off, rebate or refund for an amount of GST for a supply under this document.

34.3 Reimbursable cost

If a party is required to pay for a cost of another party (**Reimbursable Cost**), the amount to be paid is the amount of the Reimbursable Cost net of an input tax credit or reduced input tax credit to which the other party is entitled for the Reimbursable Cost.

34.4 Indemnified cost

If a party has the benefit of an indemnity for a cost (**Indemnified Cost**), the indemnity is for the Indemnified Cost net of an input tax credit or reduced input tax credit to which that party is entitled for the Indemnified Cost.

34.5 Stated amount

An amount stated in this document is exclusive of GST unless otherwise expressly stated.

34.6 No merger on termination

Clause 34 does not merge on the termination of this document and continues to have effect until each party gives to the other parties a Notice waiving the benefit of the clause.

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

Schedule 1 Reference Schedule

| Items in the schedule | Description of the items in the schedule |
|------------------------------|---|
| 1 | Short title |
| 2 | Parties |
| 3 | Development Land |
| 4 | Performance Security |
| 5 | Insurance |
| 6 | Payment of costs |
| 7 | Indexation |

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

1. Short title

Palmview Structure Plan Area Infrastructure Agreement 2010

2. Parties

| Column 1 Party | Column 2 Name (ACN if a corporation) | Column 3 Address (Public Office of a Local Government or the registered office of a corporation) | Column 4 Facsimile number | Column 5 Person to whose attention a Notice is to be brought |
|---|--|---|--|---|
| Council | Sunshine Coast Regional Council | Locked Bag 72 Sunshine Coast Mail Centre QLD 4560 | 07 5441 8656 | Chief Legal Officer |
| Northern SEQ Distributor- Retailer Authority | Unitywater | PO Box 953 Caboolture QLD 4510 | 07 5431 8288 | Manager Legal Services |
| Landowner A | Investa Residential Group Pty Ltd (ACN 098 527 390) | Deutsche Bank Place Level 6 126 Phillip Street Sydney NSW 2000 | 07 5457 7699 02 9844 9300 | Bruce Harper (General Manager Investa Land Qld) |
| | | | | Company Secretary |
| Landowner B | The personal representatives of the Estate of Peter Vincent Crosby | PO BOX 499 Nambour QLD 4560 | Not applicable | Marilyn Anne Crosby |
| | | PO BOX 499 Nambour QLD 4560 | 0406 481 883 | Benjamin John Jude Crosby |
| | | Butler McDermott Lawyers PO BOX 117 Nambour QLD 4560 | 07 5441 1044 | Peter Gerard Boyce |
| Landowner C | Gerard Joseph McCafferty | c/- John McCafferty 24 Tristania Drive Bardon QLD 4065 | Not applicable | Gerard Joseph McCafferty |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

3. Development Land

| Column 1 Area | Column 2 Description | Column 3 Address | Column 4 Owner |
|--------------------------|--|-----------------------------|--|
| A | Lot 1 RP165741 Lot 2 RP165741 Lot 3 RP165741 Lot 345 CG5011 Lot 5 SP222989 Lot 801 SP230635 | Palmview | Investa Residential Group Pty Ltd |
| B | Lot 693 C311253 Lot 347 CG1125 | Palmview | Marilyn Anne Crosby, Benjamin John Jude Crosby and Peter Gerard Boyce as personal representatives of the Estate of Peter Vincent Crosby |
| C | Part of Lot 346 CG1125 as identified on Drawing 1 | Palmview | Gerard Joseph McCafferty |

4. Performance Security

| Column 1 Development Obligation to be secured | Column 2 Performance Security (\$) | Column 3 Calculation of the Performance Security | Column 4 Timing of Provision | Column 5 Party receiving Performance Security |
|--|---|---|---|--|
| Not applicable | Not applicable | Not applicable | Not applicable | Not applicable |

5. Insurance

| Column 1 Type of insurance | Column 2 Amount of insurance |
|---------------------------------------|--|
| Public liability insurance | \$20,000,000 for one Claim for each Landowner. |
| Contractor's all risk insurance | The full insurable value of the Work Contribution for each Landowner on a full reinstatement and replacement basis including extra costs of reinstatement, costs of demolition and removal of debris and professional costs. |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

6. Payment of costs

| Column 1 Amount of payment | Column 2 Timing of payment | Column 3 Party receiving payment |
|---|---|-------------------------------------|
| Preparation cost of Amendment Agreement No 2 | | |
| Landowner A – \$232,750 Landowner B – \$51,450 Landowner C – \$65,800 | Before the earlier of, the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in a Landowner's Area other than for the following: (a) Development the subject of the Prescribed Development Application Infrastructure Agreement; (b) Reconfiguring a Lot of the Community Purposes Precinct (Educational Establishment) to create a Lot for an acquisition under the <i>Acquisition of Land Act 1967</i> (Qld), other than by a resumption agreement; (c) the start of a Use of the Lot of the Community Purposes Precinct (Educational Establishment) the subject of an acquisition under the <i>Acquisition of Land Act 1967</i> (Qld) other than by a resumption agreement. | Council |
| Landowner A – \$124,200 Landowner B – \$25,200 Landowner C – \$30,600 | Before the earlier of, the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in a Landowner's Area other than for the following: (a) Development the subject of the Prescribed Development Application Infrastructure Agreement; (b) Reconfiguring a Lot of the Community Purposes Precinct (Educational Establishment) to create a Lot for an acquisition | Unitywater |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Amount of payment | Column 2 Timing of payment | Column 3 Party receiving payment |
|-------------------------------|--|-------------------------------------|
| | under the <i>Acquisition of Land Act 1967</i> (Qld), other than by a resumption agreement; (c) the start of a Use of the Lot of the Community Purposes Precinct (Educational Establishment) the subject of an acquisition under the <i>Acquisition of Land Act 1967</i> (Qld) other than by a resumption agreement. | |

7. Indexation

| Column 1 Index | Column 2 Base period | Column 3 Later period |
|--|--|---|
| Financial Contribution in the Infrastructure Contribution Schedule | | |
| PPI | The relevant index period for the Commencement Date. | The period in which the Financial Contribution is to be provided. |
| Payment which is not a Financial Contribution in the Infrastructure Contribution Schedule | | |
| CPI | The relevant index period for the Commencement Date. | The period in which the payment is to be provided. |
| Other amount in this document | | |
| CPI | The relevant index period for the Commencement Date. | The relevant period in accordance with this document. |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

Schedule 2 Special Conditions

| Items in the schedule | Description of the items in the schedule |
|------------------------------|---|
| 1 | Palmview Community Facilities Account |
| 2 | Urban Development Investigation |
| 3 | Planning and funding framework for Prescribed Road Infrastructure |
| 4 | Planning and funding framework for Water Infrastructure |
| 5 | Relationship to Bellflower Infrastructure Agreement |
| 6 | Relationship to Prescribed Development Application Infrastructure Agreement |
| 7 | Land included in the Community Purpose Precinct (Educational Establishment) |
| 8 | Alternative Southern Road Link Upgrade Investigation |

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

1. Palmview Community Facilities Account

1.1 Palmview Community Facilities Account

The Council is to, at its cost, take all steps necessary to open an account with a bank licensed to carry on business in Australia (**Palmview Community Facilities Account**).

1.2 Local Community Facilities Contributions

- (a) The Council is to deposit the Financial Contributions for the Development of local government community facilities infrastructure (**Local Community Facilities**) into the Palmview Community Facilities Account (**Local Community Facilities Contributions**).
- (b) The Local Community Facilities Contributions are:
 - (i) to be utilised for the following:
 - (A) the construction of community facilities on the land provided for community facilities infrastructure under this document as soon as feasible and practicable after the Development by a Landowner of the land on which the community facilities are to be located; or
 - (B) the construction of community facilities on the land provided for urban open space infrastructure under this document; and
 - (ii) not to be utilised for any other purposes whatsoever.

1.3 Operation of the Palmview Community Facilities Account

- (a) The Palmview Community Facilities Account is to be operated by the Council provided that a decision on the disbursement of money held in the Palmview Community Facilities Account is to be jointly made by the Council and the Landowners but only for the purposes specified in **clause 1.2**.
- (b) Once the Local Community Facilities have been constructed:
 - (i) the Palmview Community Facilities Account will be closed; and
 - (ii) any balance of money held in the Palmview Community Facilities Account will be transferred to the Council's consolidated revenue account or some other appropriate account.
- (c) Nothing in this clause creates any fiduciary relationship or trust obligations between the parties.
- (d) All interest accrued on the moneys held in the Palmview Community Facilities Account will be retained in the Palmview Community Facilities Account and may be used for the purposes specified in **clause 1.2**.
- (e) The Palmview Community Facilities Account will be subject to the normal auditing requirements of the Council's external auditors from time to time.

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

- (f) The Council will within 30 days after the end of each financial year provide to a Landowner a statement including details of the following:
 - (i) all moneys deposited to the Palmview Community Facilities Account during the previous financial year;
 - (ii) all moneys disbursed from the Palmview Community Facilities Account during the previous financial year;
 - (iii) the balance of the Palmview Community Facilities Account at the end of the financial year;
 - (iv) all interest accrued on the monies held in the Palmview Community Facilities Account during the previous financial year;
 - (v) any other relevant details that the Landowner may reasonably require.

2. Urban Development Investigation

2.1 Urban Development Investigation Areas

- (a) Landowner B and Landowner C propose to carry out separate or combined investigations for parts of Area B (**Investigation Area B**) and Area C (**Investigation Area C**) respectively, in the Structure Plan Area specified on Drawing 6 (**Urban Development Investigation Area**), to determine whether the relevant investigation area is land suitable for urban development in the Structure Plan Area (**Urban Development Investigation**).
- (b) In relation to the Urban Development Investigation Area:
 - (i) the Council acknowledges that Landowner B and Landowner C consider that the Urban Development Investigation Area is suitable for urban development and wish to carry out separate investigations for Investigation Area B and Investigation Area C respectively in accordance with this Special Condition 2; and
 - (ii) Landowner B and Landowner C acknowledge that the Council, based on previous investigations carried out by the Council, considers the Urban Development Investigation Area not to be suitable for urban development, but has agreed for Landowner B and Landowner C to carry out separate investigations for Investigation Area B and Investigation Area C respectively in accordance with this Special Condition 2.

2.2 Land suitable for urban development

Land within an Urban Development Investigation Area is only to be considered suitable for urban development if:

- (a) for an ecologically important area, the land:
 - (i) is not included in an ecologically important area as specifically identified on Other Plans Map OPM P2(b) (Palmview Master Planned Area Ecologically Important Areas) of the Structure Plan; or

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

- (ii) is included in an ecologically important area as specifically identified on Other Plans Map OPM P2(b) (Palmview Master Planned Area Ecologically Important Areas) of the Structure Plan and is determined by the State government and the local government not to be an ecologically important area; and
- (b) for a flood hazard, the land:
 - (i) is not flood prone land as defined in the Structure Plan (**Flood Prone Land**); or
 - (ii) if the land is Flood Prone Land, the Council in its absolute discretion has determined that incorporating the Flood Prone Land in the land suitable for urban development satisfies an overriding need in the public interest in that:
 - (A) it would not result in any material adverse impact both upstream and downstream of the land; and
 - (B) it would result in a significant overall benefit for a significant part of the community in social, economic or environmental terms; and
 - (C) the benefit cannot otherwise be satisfied by other land that is suitable and reasonably available.

2.3 Urban Development Investigation

- (a) Landowner B and Landowner C are to, within 12 months of the Proposed Planning Scheme Amendment taking effect, each give to the Council a Notice stating the results and the technical basis for the results of the Urban Development Investigation of Investigation Area B and Investigation Area C.
- (b) If Landowner B or Landowner C do not comply with paragraph (a), the land within the relevant Landowner's Area is taken not to be suitable for urban development in the Structure Plan Area and the relevant Landowner is to provide that land to the Council as part of the Non-urban Open Space Infrastructure Network in accordance with the Infrastructure Contribution Schedule.
- (c) If Landowner B or Landowner C complies with paragraph (a), the Council is to:
 - (i) determine as soon as reasonably practicable whether it is satisfied that all or part of the relevant Urban Development Investigation Area is land suitable for urban development in the Structure Plan Area subject to the provision by the relevant Landowner of necessary infrastructure to service the land for urban development at no cost to the Infrastructure Authorities; and
 - (ii) provide a reason for its determination.
- (d) If the Council determines that all or part of an Urban Development Investigation Area is land suitable for urban development in the Structure Plan Area, the parties are to in a manner which is timely as is reasonably practical:
 - (i) confer with the view to reaching an agreement as to the affect, if any, the determination may have on the Proposed Development and a

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

Development Obligation under this document and the Structure Plan and Structure Plan Planning Scheme Policy;

- (ii) if the parties agree that the Proposed Development or a Development Obligation is affected by the determination, using their best endeavours, review the Proposed Development, negotiate in good faith and change this document to put the parties in as near as practical position as they would have been had it not been for the determination;
- (iii) if the parties agree that the Structure Plan or Structure Plan Planning Scheme Policy is affected by the determination, the Council, using its best endeavours and after consultation with the parties, is to consider whether it proposes to make a change to the Structure Plan or Structure Plan Planning Scheme Policy to give effect to the determination;
- (iv) invoke the dispute resolution process under **clause 16** if an agreement cannot be reached for a matter in subparagraphs (i) and (ii);
- (v) have regard to the following in relation to a matter in subparagraphs (i) to (iv):
 - (A) this document;
 - (B) the Structure Plan, Structure Plan Planning Scheme Policy and other relevant Planning Instruments;
 - (C) a Water Infrastructure Instrument;
 - (D) the intent of the parties in entering into this document as stated in the Recitals;
 - (E) the Landowner which has the benefit of additional land suitable for urban development:
 - (1) is to be solely responsible for the provision of the corresponding increase in the Infrastructure Contributions required to service the additional land for urban development; and
 - (2) is to provide to the Infrastructure Authorities the Additional Infrastructure Contributions for the additional land for urban development; and
 - (3) is not entitled to change for the purposes of Special Condition 3 the Allocated Projected Demand for the Prescribed Road Infrastructure other than for the Southern Road Link Upgrade; and
 - (4) in relation to the change of the Allocated Projected Demand for the Southern Road Link Upgrade, is entitled in proportion to the area of the additional land suitable for urban development, to additional traffic capacity in the Southern Road Link Upgrade which is established to the satisfaction of the Council; and

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

- (vi) use their reasonable endeavours to ensure that any proposed change to the Structure Plan and Structure Plan Planning Scheme Policy or the effect of the Structure Plan and Structure Plan Planning Scheme Policy is not made under the Planning Act until subparagraphs (i) to (iv) are performed and fulfilled.
- (e) If the Council determines that all or part of an Urban Development Investigation Area is not land suitable for urban development in the Structure Plan Area, the relevant Landowner is to provide that land to the Council as part of the Non-urban open space infrastructure network in accordance with the Infrastructure Contribution Schedule.
- (f) The parties are to use their best endeavours to support the making of any proposed change to the Structure Plan and Structure Plan Planning Scheme Policy to give effect to the Council's determination.

3. Prescribed Road Infrastructure planning and funding framework

3.1 Prescribed Road Infrastructure

This Special Condition applies to Land Contributions and Work Contributions for the following road transport infrastructure stated in the Infrastructure Contribution Schedule (**Prescribed Road Infrastructure**):

- (a) Claymore Road Link;
- (b) Southern Road Link;
- (c) Springhill Drive / University Way Link;
- (d) Southern Road Link Upgrade.

3.2 Definitions for Special Condition 3

In Special Condition 3:

Acceleration Amount see Special Condition 3.11(b).

Accrued Interest see Special Condition 3.6(e)(i)(C).

Additional Demand see Special Condition 3.9(c).

Additional Financial Contribution see Special Condition 3.9(a).

Additional Projected Demand see Special Condition 3.11(c).

Allocated Projected Demand see Special Condition 3.6(c).

Example - Table 8 - Allocated Projected Demand for each Prescribed Road Infrastructure Link in Schedule 5.

Base Charge see Special Condition 3.6(e)(iv).

Example - Table 14 - Base Charge in Schedule 5.

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

Base Financial Contribution see Special Condition 3.8(a).

Base Financial Contribution Credit see Special Condition 3.9(c).

Chargeable Area see Special Condition 3.6(a)(i).

Chargeable Lot see Special Condition 3.8(b).

Completion see **clause 2.1**.

Consenting Landowner see Special Condition 3.14(a).

Council Financial Contribution see Special Condition 3.10(a).

Council Financial Contribution Amount see Special Condition 3.10(a).

Cost Rate see Special Condition 3.6(e)(v).

Example - Table 15 - Cost Rate in Schedule 5.

Current Paid Chargeable Area see Special Condition 3.6(e)(ii)(C).

Current Paid Equivalent Dwellings see Special Condition 3.6(e)(iii)(D).

Current Period Financial Contribution see Special Condition 3.6(e)(i)(B).

Current Period Paid Chargeable Area see Special Condition 3.6(e)(ii)(B).

Current Period Paid Equivalent Dwellings see Special Condition 3.6(e)(iii)(C).

Demand Credit see Special Condition 3.6(e)(vi).

Demand Generation Rates see Special Condition 3.6(c).

Desired Standard of Service see Special Condition 3.6(d)(i).

Equivalent Dwelling see **clause 2.1**.

Establishment Cost see Special Condition 3.7(a).

Fund Administration Fee see Special Condition 3.4(j).

Incurred Establishment Cost see Special Condition 3.8(c)(i).

Landowner Financial Contributions see Special Condition 3.3(f).

Other Prescribed Road Infrastructure means Prescribed Road Infrastructure other than the Claymore Road Link.

Paid Equivalent Dwellings see Special Condition 3.6(e)(iv).

Plans for Prescribed Road Infrastructure see Special Condition 3.6(d)(ii).

Prescribed Land Cost see Special Condition 3.7(h)(i).

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

Prescribed Landowner see Special Condition 3.12(b).

Prescribed Proportion see Special Condition 3.6(a)(iii).

Prescribed Road Infrastructure see Special Condition 3.1.

Prescribed Road Infrastructure Demand Limits see Table 1 of **clause 9.1**.

Prescribed Road Infrastructure Fund see Special Condition 3.3(d).

Prescribed Road Infrastructure Link means an item of road infrastructure defined as Prescribed Road Infrastructure.

Prescribed Road Infrastructure Plan see Special Condition 3.5(a).

Prescribed Work Cost see Special Condition 3.7(e)(i).

Previous Landowner Financial Contribution see Special Condition 3.6(e)(i)(A).

Previous Paid Chargeable Area see Special Condition 3.6(e)(ii)(A).

Previous Paid Equivalent Dwellings see Special Condition 3.6(e)(iii)(B).

Projected Construction Commencement Date see Special Condition 3.6(d)(iii)(B).

Projected Construction Completion Date see Special Condition 3.6(d)(iii)(C).

Projected Demand see Special Condition 3.6(c).

Example - Table 6 - Projected Demand for the Prescribed Road Infrastructure for the Projected Development of the Development Land and Table 7 - Projected Demand for the Prescribed Road Infrastructure for the Projected Development of a Landowner Area in Schedule 5.

Projected Further Reallocation Date see Special Condition 3.6(d)(iii)(E).

Projected Reallocation Date see Special Condition 3.6(d)(iii)(D).

Proposed Planning Scheme Amendment see **clause 2.1**.

Proposed Prescribed Road Infrastructure Plan see Special Condition 3.5(a).

Projected Development see Special Condition 3.6(b).

Example - Table 4A - Projected Development of the Development Land.

Relevant Landowner see Special Condition 3.12(a).

Schedule of Works see Special Condition 3.6(d)(iii).

Site Area see Special Condition 3.8(f) and Special Condition 3.9(c).

Total Chargeable Area see Special Condition 3.6(a)(ii).

Total Establishment Cost see Special Condition 3.6(d)(iii)(F).

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

Total Paid Chargeable Area see Special Condition 3.6(e)(ii)(E).

Example - Table 12 - Total Paid Chargeable Area and Total Unpaid Chargeable Area in Schedule 5.

Total Paid Equivalent Dwellings see Special Condition 3.6(e)(iii)(E).

Example - Table 13 - Total Paid Equivalent Dwellings and Total Unpaid Equivalent Dwellings in Schedule 5.

Total Provided Prescribed Road Infrastructure Contributions see Special Condition 3.6(e)(i).

Total Unpaid Chargeable Area see Special Condition 3.6(e)(ii)(F).

Example - Table 12 - Total Paid Chargeable Area and Total Unpaid Chargeable Area in Schedule 5.

Total Unpaid Equivalent Dwellings see Special Condition 3.6(e)(iii)(G).

Example - Table 13 - Total Paid Equivalent Dwellings and Total Unpaid Equivalent Dwellings in Schedule 5.

Unpaid Chargeable Area see Special Condition 3.6(e)(ii)(D).

Unpaid Equivalent Dwellings see Special Condition 3.6(e)(iii)(F).

3.3 Planning and funding framework

- (a) The Landowners and the Council have agreed to implement a planning and funding framework for the Prescribed Road Infrastructure to service the Proposed Development which involves the elements in the following paragraphs.
- (b) Landowner A is to provide the Work Contributions for the Prescribed Road Infrastructure in accordance with the Infrastructure Contribution Schedule.
- (c) A Landowner is to provide the Land Contributions for the Prescribed Road Infrastructure in accordance with the Infrastructure Contribution Schedule.
- (d) The Council at the request of the Landowners is to establish, manage and operate a fund for the Landowner Financial Contributions for the Prescribed Road Infrastructure (**Prescribed Road Infrastructure Fund**) for which the Council is to be paid the Fund Administration Fee.
- (e) The Landowners and the Council are to prepare and implement a Prescribed Road Infrastructure Plan which provides for the planning and funding of the Prescribed Road Infrastructure.
- (f) A Landowner is to provide to the Council the following Financial Contributions for the Prescribed Road Infrastructure (**Landowner Financial Contributions**):
 - (i) a Base Financial Contribution;
 - (ii) an Additional Financial Contribution.

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

- (g) The Council is to provide the Council Financial Contribution for the Prescribed Road Infrastructure, which is to be recovered by the Council from the Landowner Financial Contributions.
- (h) Landowner A may reallocate the Base Financial Contributions and Allocated Projected Demand for the Claymore Road Link if the Base Financial Contributions for the Claymore Road Link are not provided by Landowner B and Landowner C within the timeframe specified in Special Condition 3.11(a).
- (i) A Landowner may further reallocate the Base Financial Contributions and Allocated Projected Demand for the Southern Road Link, Springhill Drive/University Way Link and the Southern Road Link Upgrade if the Base Financial Contributions are not provided by another Landowner within the timeframe specified in Special Condition 3.12(a).
- (j) A Landowner is to provide to the Council information necessary for the operation of this Special Condition.
- (k) A Landowner is to ensure that before the Completion of the Southern Road Link Upgrade, the Proposed Development does not exceed the Prescribed Road Infrastructure Demand Limits for the following:
 - (i) the total for the relevant Landowner Area;
 - (ii) the total for each Prescribed Road Infrastructure Link;
 - (iii) the allocation for the relevant Landowner Area for each Prescribed Road Infrastructure Link unless reallocated by the Council in a Prescribed Road Infrastructure Plan.
- (l) A Landowner is to provide the Additional Infrastructure Contributions for road transport infrastructure if the Development of the Landowner Area exceeds the Prescribed Road Infrastructure Demand Limits for its Area, provided that a Landowner cannot exceed the Prescribed Road Infrastructure Demand Limits for its Area until after the Completion of the Southern Road Link Upgrade.
- (m) A Landowner agrees as follows in relation to a Development Application for the Development of the Landowner Area which exceeds the Prescribed Road Infrastructure Demand Limits for the Landowner Area before the Completion of the Southern Road Link Upgrade:
 - (i) the Landowner which submits the Development Application is taken to have given a Notice to the Council requesting that the Council may at its sole discretion determine that the Development Application is withdrawn;
 - (ii) the Council is released from a Claim or costs in respect of the administration of this paragraph;
 - (iii) the relevant Landowner indemnifies the Council against a Claim or costs arising directly or indirectly in respect of the administration of this paragraph.

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

3.4 Prescribed Road Infrastructure Fund

- (a) The Council is to at the request of the Landowners establish, manage and operate the Prescribed Road Infrastructure Fund.
- (b) Other than in the event of fraud, the Council is to have no liability to the Landowners with respect to the Council's establishment, management and operation of the Prescribed Road Infrastructure Fund and nothing in this document is to create any fiduciary relationship or trust obligation between the Landowners and the Council.
- (c) The Council is to comply with a Notice given by a Landowner requiring the right to access, audit and inspect the Prescribed Road Infrastructure Fund if the Notice is given not more than once each financial year.
- (d) The Landowner is to provide the results of the exercise of its right to access, audit and inspect to the other Landowners and the Council.
- (e) The Council is to open a Prescribed Road Infrastructure Fund Account with a bank licensed to carry on business in Australia.
- (f) The Council is to deposit into the Prescribed Road Infrastructure Fund Account the Landowner Financial Contributions.
- (g) Any interest that accrues on the Prescribed Road Infrastructure Fund is to remain in the account for the benefit of the Prescribed Road Infrastructure Fund.
- (h) The Council is to expend the money within the Prescribed Road Infrastructure Fund in the following priority:
 - (i) payment to the Council to reimburse the Council for the payment of the Council Financial Contribution Amount plus interest accrued on the outstanding balance of the Council Financial Contribution Amount at the rate charged by Queensland Treasury Corporation for the Council's borrowings;
 - (ii) payment of all of the Council's costs, charges and expenses of providing a Land Contribution for the Prescribed Road Infrastructure under **clause 6.6(e)**;
 - (iii) payment of all of the Council's costs, charges and expenses of providing a Work Contribution or Land Contribution for the Prescribed Road Infrastructure if a Landowner fails to perform and fulfil a Development Obligation for the Prescribed Road Infrastructure, which is a right in addition to any other right that the Council may have under **clause 13**;
 - (iv) payment to Landowner A where Landowner A gives to the Council a Notice which states as follows:
 - (A) Landowner A has provided to the Council a Land Contribution for the Other Prescribed Road Infrastructure which is outside of the Structure Plan Area or not owned by a Landowner;
 - (B) Landowner A has paid an amount which represents part or all of the Establishment Cost of the land for the Other Prescribed Road

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

- Infrastructure, the details and supporting information of which are attached to the Notice;
- (C) the Council is requested to provide to Landowner A the amount stated in subparagraph (B) that together with other previously paid amounts does not exceed the Establishment Cost of the Other Prescribed Road Infrastructure;
- (v) payment to Landowner A where Landowner A gives to the Council a Notice which states as follows:
- (A) Landowner A has obtained a Development Approval for operational work for part or all of the Other Prescribed Road Infrastructure;
 - (B) Landowner A has paid an amount which represents part or all of the Establishment Cost of the Other Prescribed Road Infrastructure, the details and supporting information of which are attached to the Notice;
 - (C) the Council is requested to provide to Landowner A the amount stated in subparagraph (B) that together with other previously paid amounts does not exceed the Establishment Cost of the Other Prescribed Road Infrastructure;
 - (D) Landowner A transfers to the Council all rights and interests in respect of the design and other matters related to the Development Approval for the operational work for the relevant part of the Other Prescribed Road Infrastructure on the basis that Landowner A has a licence in respect of the design and other matters;
- (vi) payment to Landowner A where Landowner A gives to the Council a Notice which states as follows:
- (A) Landowner A has substantially commenced the works for the Other Prescribed Road Infrastructure;
 - (B) Landowner A has paid an amount which represents part or all of the Establishment Cost of the Other Prescribed Road Infrastructure, the details and supporting information of which are attached to the Notice;
 - (C) the Council is requested to provide to Landowner A the amount stated in subparagraph (B) that together with other previously paid amounts does not exceed the Establishment Cost of the Other Prescribed Road Infrastructure;
- (vii) payment of any balance on the closure of the Prescribed Road Infrastructure Fund account to the Palmview Community Facilities Account under Special Condition 1.
- (i) The Council is to within 30 Business Days of receiving a Notice in accordance with paragraph (h)(iv), (v) and (vi), provide to Landowner A the amount stated in the Notice if the Council is satisfied of the matters stated in the Notice.

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

- (j) For the avoidance of doubt, a Notice may be given under paragraphs (h)(iv), (v) and (vi) seeking the payment of an amount which is all or part of the difference between a previous Establishment Cost of the Other Prescribed Road Infrastructure and a subsequent Establishment Cost for that Other Prescribed Road Infrastructure which has been recalculated under Special Condition 3.7.
- (k) The Landowners are to provide to the Council for the establishment, management and operation of the Prescribed Road Infrastructure Fund their Prescribed Proportion of an annual payment of \$100,000 to be indexed (**Fund Administration Fee**) which is to be paid until the closure of the Prescribed Road Infrastructure Fund as follows:
 - (i) by Landowner A upon the giving to the Council of the Proposed Road Infrastructure Plan under Special Condition 3.5 (a)(ii)(A)(1);
 - (ii) by Landowner B upon the date in subparagraph (i) immediately following Landowner B having provided a Landowner Financial Contribution;
 - (iii) by Landowner C upon the date in subparagraph (i) immediately following Landowner C having provided a Landowner Financial Contribution.

3.5 Prescribed Road Infrastructure Plan

- (a) The **Prescribed Road Infrastructure Plan** is a plan for the planning and funding of the Prescribed Road Infrastructure which comprises the following:
 - (i) the document in Schedule 5 agreed to by the Landowners and which is deemed to be consented to by the Council under **clause 30**;
 - (ii) a proposed Prescribed Road Infrastructure Plan under Special Condition 3.6 (**Proposed Prescribed Road Infrastructure Plan**) which is:
 - (A) prepared by the following Landowners:
 - (1) Landowner A which is submitted to the Council for its consent by 30 April of each year;
 - (2) Landowner A under Special Condition 3.11(d) for a reallocation of the Allocated Projected Demand and Base Financial Contributions for the Claymore Road Link;
 - (3) the Prescribed Landowner under Special Condition 3.12(b) for a reallocation of the Allocated Projected Demand and the Base Financial Contributions for the Other Prescribed Road Infrastructure; and
 - (B) consented to by the Council under **clause 30**, in accordance with paragraph (h);
 - (iii) a Prescribed Road Infrastructure Plan to address any of the following:
 - (A) a dealing with a Developable Lot under **clause 10**;
 - (B) the outcome of an Urban Development Investigation under Special Condition 2;

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

- (C) a breach of this Special Condition 3 by a Landowner;
 - (D) the correction of an error or oversight in the Prescribed Road Infrastructure Plan.
- (b) The Council is to amend a Prescribed Road Infrastructure Plan under paragraph (a)(iii) as follows:
- (i) the Council is to give to the Landowners a Notice which states that the Landowners may within a stated period not less than 10 Business Days make a submission in respect of a draft amended Prescribed Road Infrastructure Plan which is to be attached to the Notice;
 - (ii) the Landowner may within the period stated in subparagraph (i) give to the Council a Notice which states the Landowner's submission in respect of the draft amended Prescribed Road Infrastructure Plan;
 - (iii) the Council is to consider a Landowner's submission;
 - (iv) the Council is to give to a Landowner a Notice which states the outcome of the Council's consideration of any submission and attaches the Prescribed Road Infrastructure Plan as amended;
 - (v) a Landowner is not entitled to give a Dispute Notice in respect of a matter under paragraph (a)(iii) or this paragraph.
- (c) A Landowner is to prepare the Proposed Prescribed Road Infrastructure Plan under paragraph (a)(ii) in consultation with the Landowners and the Council and in accordance with any amendments made to the existing Prescribed Road Infrastructure Plan to address the matters in paragraph (a)(iii).
- (d) The Landowners and the Council are to use their reasonable endeavours to consult with each other in relation to the Proposed Prescribed Road Infrastructure Plan.
- (e) The Council is to as soon as reasonably practicable comply with a Notice given by a Landowner to the Council which states that the Council is to provide to the Landowner information within the Council's control required for the preparation of the Proposed Prescribed Road Infrastructure Plan by the Landowner.
- (f) A Landowner is to under **clause 30** seek from each other Landowner an expression of satisfaction of the Proposed Prescribed Road Infrastructure Plan.
- (g) A Landowner which seeks the consent of the Council to the Proposed Prescribed Road Infrastructure Plan is to give to the Council the following:
- (i) a Notice which provides for the following:
 - (A) states that the Council's consent is sought to the Proposed Prescribed Road Infrastructure Plan attached to the Notice;
 - (B) demonstrates that the Landowner has used reasonable endeavours to consult with each other Landowner in relation to the preparation of the Proposed Prescribed Road Infrastructure Plan;

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

- (C) states whether the other Landowners have expressed their satisfaction to the Proposed Prescribed Road Infrastructure Plan;
- (ii) traffic counts for the road infrastructure network including the Prescribed Road Infrastructure Network after the Completion of Claymore Road and until the Completion of the Southern Road Link Upgrade.
- (h) The Council is to consider and determine its consent of a Proposed Prescribed Road Infrastructure Plan given to the Council in accordance with **clause 30** subject to the Council's power under **clause 30.5(b)** being limited to a condition which requires the amendment of the Proposed Prescribed Road Infrastructure Plan to ensure compliance with the terms of this document in particular this Special Condition 3.
- (i) The Council may consent under **clause 30** to a Proposed Prescribed Road Infrastructure Plan irrespective of whether the other Landowners have expressed their satisfaction of the Proposed Prescribed Road Infrastructure Plan.
- (j) The Council is deemed to have refused its consent if Council has not given a Notice of its consent within 30 Business Days of the receipt of the Proposed Prescribed Infrastructure Plan.
- (k) Each Prescribed Road Infrastructure Plan continues to apply until a new Prescribed Road Infrastructure Plan replaces it.
- (l) The Council is to provide to each Landowner a copy of each new Prescribed Road Infrastructure Plan.
- (m) A Landowner is to comply with the Prescribed Road Infrastructure Plan, in particular the Projected Development and the Projected Demand for the Landowner Area upon which the planning and funding of the Prescribed Road Infrastructure is based.

3.6 Proposed Prescribed Road Infrastructure Plan

A Proposed Prescribed Road Infrastructure Plan is to comply with this document in particular this Special Condition 3 and the Infrastructure Contribution Schedule and is to include the following:

- (a) the Prescribed Proportion of the Chargeable Area of a Landowner Area to the Total Chargeable Area stated in Table 3.1 being the following:
 - (i) **Chargeable Area** – the area of a Landowner Area excluding the area of the following land in the Landowner Area:
 - (A) land in the Urban Open Space Precinct, Community Purpose Precinct (Community Use) and Non-Urban Open Space Precinct;
 - (B) land for the Energex Sub-station;
 - (C) land for the Local Government Depot;
 - (D) land for the Prescribed Road Infrastructure;

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

- (ii) **Total Chargeable Area** – the total of all Chargeable Areas for the Development Land;
- (iii) **Prescribed Proportion** – the proportion of a Landowner’s Chargeable Area to the Total Chargeable Area for the Development Land;

Table 3.1 – Prescribed Proportion, Chargeable Area and Total Chargeable Area

| <i>Column 1 Landowner</i> | <i>Column 2 Chargeable Area (Hectares)</i> | <i>Column 3 Prescribed Proportion (%)</i> |
|-------------------------------|--|---|
| Landowner A | 242 | 66.5 |
| Landowner B | 53.5 | 14.7 |
| Landowner C | 68.4 | 18.8 |
| Total Chargeable Area | 363.9 Hectares | 100% |

- (b) the **Projected Development** being the Proposed Development of the Development Land and a Landowner Area, which is to be worked out by reference to the following development categories and development types:
 - (i) the uses under the Structure Plan in Table 3.2, Column 3 are included in the development category in Table 3.2, Column 1 and the development type in Table 3.2, Column 2;
 - (ii) a use under the Structure Plan which is included in the other uses development type in Table 3.2, Column 2 is to be included in a development type in Table 3.2, Column 1 based on an assessment of the use and demand placed upon the Prescribed Road Infrastructure;

Table 3.2 – Applicable uses under the Structure Plan

| <i>Column 1 Development category</i> | <i>Column 2 Development type</i> | <i>Column 3 Uses under Structure Plan</i> |
|--|--------------------------------------|--|
| Residential development | Attached dwelling | Dual occupancy Dwelling unit Multiple dwelling Residential care Short term accommodation Rooming accommodation Caretakers accommodation Community residence |
| | Detached dwelling | Dwelling house |
| | Retirement dwelling | Retirement facility |
| | Other uses | Other uses not listed will be determined at the time of the Application |
| Non-residential development | Commercial | Office Health care service Car Wash Sales Office |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| <i>Column 1 Development category</i> | <i>Column 2 Development type</i> | <i>Column 3 Uses under Structure Plan</i> |
|--|--------------------------------------|--|
| | | Veterinary services |
| | Community purpose | Community use Place of worship Educational establishment Child care centre Emergency services Community care centre Outdoor sport and recreation |
| | Industry | Low impact industry Service industry Bulk landscape supplies Research and technology industry Warehouse Utility installation |
| | Retail and entertainment | Food and drink outlet Nightclub entertainment facility Shop Shopping centre Showroom Hotel Theatre Club Indoor sport and recreation Garden centre Function facility Adult store Service station Hardware and trade supplies Market |
| | Other uses | Other uses not listed will be determined at the time of the Application |

- (c) the **Projected Demand** being the demand for the Prescribed Road Infrastructure for the Projected Development of the Development Land and a Landowner Area, which is allocated by the Prescribed Proportion to the Prescribed Road Infrastructure Link in accordance with the Prescribed Road Infrastructure Demand Limits (**Allocated Projected Demand**), which is to be worked out by reference to the **Demand Generation Rates** being the following:
- (i) the demand for the Prescribed Road Infrastructure for a development type is to be calculated using the demand generation rates in Table 3.3 and where there is more than one use is to be determined by adding together the demand for each use;
 - (ii) where subparagraph (i) does not apply, the demand generation rates determined by the Council;

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

Table 3.3 – Demand generation rates for development types

| <i>Column 1 Development category</i> | <i>Column 2 Development type</i> | <i>Column 3 Unit of measure</i> | <i>Column 4 Trips per unit of measure</i> | <i>Column 5 Equivalent Dwelling per unit of measure</i> |
|--|---|-------------------------------------|---|---|
| Residential development | Detached dwellings | Per dwelling | 9 | 1 |
| | Attached dwellings | Per dwelling | 6 | 0.67 |
| | Retirement dwellings | Per dwelling | 5 | 0.56 |
| Non-residential development | Commercial | 100m ² GFA | 10 | 1.11 |
| | Community purpose other than an Educational Establishment | 100m ² GFA | 10 | 1.11 |
| | Community purpose for an Educational Establishment | Per student and staff | 1.46 | 0.16 |
| | Industry | 100m ² GFA | 5 | 0.56 |
| | Retail and entertainment | 100m ² GFA | 121 | 13.44 |

- (d) the specification of the Prescribed Road Infrastructure which is to include the following:
- (i) the **Desired Standard of Service** being the following standards for the performance of the Prescribed Road Infrastructure and related road infrastructure network to service the Projected Development:
- (A) the standards in the *Transport and Parking Code and Planning Scheme Policy for the Transport and Parking Code* in the *Sunshine Coast Planning Scheme 2014*, including in particular the following:
- (1) that the peak period operation of a road or intersection satisfies the requirements nominated in Table 6.17F of the *Planning Scheme Policy for the Transport and Parking Code* in the *Sunshine Coast Planning Scheme 2014*;
- (2) that the road network is designed to ensure annual average weekday traffic (AAWT) volumes do not exceed those specified in Table SC6.17B of the *Planning Scheme Policy for the Transport and Parking Code* in the *Sunshine Coast Planning Scheme 2014*;
- (B) acknowledging that the standards in subparagraph (A) may not be achieved for some sections of the Claymore Road Link for a limited period prior to and during the construction of the Southern Road Link;
- (ii) the **Plans for Prescribed Road Infrastructure** being design plans for each Prescribed Road Infrastructure Link which reflect the level of planning undertaken for the Prescribed Road Infrastructure;

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

- (iii) the **Schedule of Works** being the following for the Prescribed Road Infrastructure:
 - (A) the Land Contributions and Work Contributions for the Prescribed Road Infrastructure;
 - (B) the construction commencement requirements for the Prescribed Road Infrastructure stated in the Infrastructure Contribution Schedule, and the projected date at which the construction commencement requirements for the Prescribed Road Infrastructure stated in the Infrastructure Contribution Schedule will be triggered (**Projected Construction Commencement Date**);
 - (C) the construction Completion requirements for the Prescribed Road Infrastructure stated in the Infrastructure Contribution Schedule and the projected date at which the construction Completion requirements for the Prescribed Road Infrastructure stated in the Infrastructure Contribution Schedule will be triggered (**Projected Construction Completion Date**);
 - (D) the projected date which is 42 months after the Completion of the works for the Claymore Road Link at which time Landowner A may seek to reallocate Allocated Projected Demand under Special Condition 3.11 (**Projected Reallocation Date**);
 - (E) the projected date which is 12 months before the Projected Construction Commencement Date at which time a Landowner may seek to reallocate further Allocated Projected Demand under Special Condition 3.12 (**Projected Further Reallocation Date**);
 - (F) the Establishment Cost for each Prescribed Road Infrastructure Link and the **Total Establishment Cost** being the total of the Establishment Cost for the Prescribed Road Infrastructure under Special Condition 3.7;
- (e) the following matters necessary for the calculation of the Landowner Financial Contributions for the Prescribed Road Infrastructure:
 - (i) the total Infrastructure Contributions provided for the Prescribed Road Infrastructure for all Landowner Areas (**Total Provided Prescribed Road Infrastructure Contributions**), which is the total of the following:
 - (A) the Landowner Financial Contributions provided or deemed to be provided under Special Condition 3.8(c) stated in the previous Prescribed Road Infrastructure Plan (**Previous Landowner Financial Contribution**);
 - (B) the Landowner Financial Contributions provided or deemed to be provided under Special Condition 3.8(c) in the period since the previous Prescribed Road Infrastructure Plan (**Current Period Financial Contribution**);
 - (C) the interest accrued in the Prescribed Road Infrastructure Fund (**Accrued Interest**);

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

- (ii) the Chargeable Area of all Landowner Areas for which the Base Charge has been provided (**Total Paid Chargeable Area**), and has not been provided (**Total Unpaid Chargeable Area**) which is to be worked out by reference to the following:
 - (A) the Current Paid Chargeable Area for a Landowner Area stated in the previous Prescribed Road Infrastructure Plan (**Previous Paid Chargeable Area**);
 - (B) the Chargeable Area for which the Base Charge has been provided since the Previous Paid Chargeable Area (**Current Period Paid Chargeable Area**);
 - (C) the total of the Previous Paid Chargeable Area and Current Period Paid Chargeable Area (**Current Paid Chargeable Area**);
 - (D) the Chargeable Area of a Landowner Area for which the Base Charge remains to be provided being the difference between the Chargeable Area and the Current Paid Chargeable Area (**Unpaid Chargeable Area**);
 - (E) the sum of the Current Paid Chargeable Area for all Landowner Areas (**Total Paid Chargeable Area**);
 - (F) the sum of the Unpaid Chargeable Area for all Landowner Areas (**Total Unpaid Chargeable Area**);
- (iii) the Equivalent Dwellings for the Chargeable Area of all Landowner Areas for which the Base Charge has been provided (**Total Paid Equivalent Dwellings**) and has not been provided (**Total Unpaid Equivalent Dwellings**), which is to be worked out by reference to the following:
 - (A) the Projected Demand for the Prescribed Road Infrastructure for a Landowner Area;
 - (B) the Current Paid Equivalent Dwellings stated in the previous Prescribed Road Infrastructure Plan (**Previous Paid Equivalent Dwellings**);
 - (C) the Equivalent Dwellings for which the Base Charge has been provided since the previous Prescribed Road Infrastructure Plan (**Current Period Paid Equivalent Dwellings**);
 - (D) the total of the Previous Paid Equivalent Dwellings and Current Period Paid Equivalent Dwellings (**Current Paid Equivalent Dwellings**);
 - (E) the sum of the Current Paid Equivalent Dwellings for all Landowner Areas (**Total Paid Equivalent Dwellings**);
 - (F) the difference between the Projected Demand for the Prescribed Road Infrastructure for a Landowner Area and the Current Paid Equivalent Dwellings (**Unpaid Equivalent Dwellings**);

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

- (G) the sum of the Unpaid Equivalent Dwellings (**Total Unpaid Equivalent Dwellings**);
- (iv) the **Base Charge** for the Base Financial Contribution, which is to be worked out by reference to the following:
 - (A) the Establishment Cost of the Prescribed Road Infrastructure yet to be provided being the difference between the Total Establishment Cost and the Total Provided Prescribed Road Infrastructure Contributions;
 - (B) the Total Unpaid Chargeable Area;
- (v) the **Cost Rate** for the Additional Financial Contribution, which is to be worked out by reference to the following:
 - (A) the Establishment Cost of the Prescribed Road Infrastructure yet to be provided being the difference between the Total Establishment Cost and the Total Provided Prescribed Road Infrastructure Contributions;
 - (B) the Total Unpaid Equivalent Dwellings;
- (vi) the **Demand Credit** for a Precinct in the Structure Plan for the payment of the Base Financial Contribution for Development of the Precinct which is used in the calculation of the Additional Financial Contribution that is stated in Table 3.4.

Table 3.4 – Demand Credit for a Precinct in the Structure Plan

| <i>Column 1 Precinct in the Structure Plan</i> | <i>Column 2 Projected Demand in Precinct (Equivalent Dwelling)</i> | <i>Column 3 Chargeable Area in Precinct (Ha)</i> | <i>Column 4 Demand Credit (Equivalent Dwelling/Ha) (Column 2 ÷ Column 3)</i> |
|---|--|--|--|
| Mixed Density Residential Precinct | 4,842 | 287.67 | 17 |
| Medium Density Residential Precinct | 1,101 | 43.67 | 25 |
| Local Activity Centre Precinct | 672 | 1.31 | 513 |
| District Activity Centre Precinct (Residential development) | 99 | 3.53 | 28 |
| District Activity Centre Precinct (Non-residential development) | 1,773 | 3.53 | 502 |
| Local Employment Area Precinct | 430 | 4.22 | 102 |
| Community Purpose Precinct (Educational Establishment) | 604 | 23.52 | 26 |

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

3.7 Establishment Cost for the Prescribed Road Infrastructure

- (a) The cost for the Prescribed Road Infrastructure is to be worked out using the following (**Establishment Cost**):
- (i) for the initial calculation of the Establishment Cost in the Proposed Prescribed Road Infrastructure Plan in Schedule 5 a cost-based estimate of the Establishment Cost for the Prescribed Road Infrastructure using first principles estimating and includes some costs that have already been incurred and paid by Landowner A prior to the execution of this document;
 - (ii) for the recalculation of the Establishment Cost for work calculated under subparagraph (i) – the method in paragraphs (b) to (e);
 - (iii) for the recalculation of the Establishment Cost for land which is required for the Prescribed Road Infrastructure and which is outside of the Structure Plan Area or not owned by a Landowner calculated under subparagraph (i) – the method in paragraphs (f) and (h).

Market cost for work

- (b) The Establishment Cost for work is to be recalculated by using the market cost for the work which is the estimate of the cost of the design and construction of the work:
- (i) including the following:
 - (A) the construction cost for the work including the cost of carrying out temporary infrastructure which is directly associated with the construction of the work and the decommissioning, removal and rehabilitation of that temporary infrastructure;
 - (B) a reasonable contingency for the construction cost for the work;
 - (C) construction on costs for the work for the following:
 - (1) the cost of survey for the work;
 - (2) the cost of planning for the work including fees for development assessment and operational work;
 - (3) the cost of modelling including flood modelling and hydraulic analysis for the work;
 - (4) the cost of only detailed design for the work;
 - (5) the cost of project management and contract administration;
 - (6) the cost of environmental investigations and geotechnical investigations for the work;
 - (7) the cost of obtaining valuations relating to land referred to in paragraph (a)(iii);

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

- (8) a portable long service leave payment for a construction contract for the work;
- (9) any other statutory fees, charges, levies or taxes imposed in respect of the work or the associated matters;
- (10) the cost of the review of the pre-tender estimate of the work by a practising registered professional engineer of Queensland under paragraph (d)(i)(B);
- (D) the cost of environmental offsets associated with the construction of the work;
- (E) the cost of maintaining the work until it is accepted off maintenance by the Council;
- (F) the fees, charges and costs incurred in providing a Maintenance Security to the Council and Unitywater in respect of the works;
- (G) the cost of design and construction of power and communications services to be constructed simultaneously and as part of the construction of the Prescribed Road Infrastructure;
- (ii) excluding the following:
 - (A) a cost of carrying out temporary infrastructure which is not directly associated with the construction of the work or a cost for the decommissioning, removal or rehabilitation of that temporary infrastructure;
 - (B) a cost of carrying out other infrastructure which is not part of the Prescribed Road Infrastructure;
 - (C) a part of the Prescribed Road Infrastructure provided by the Council or a person, other than a Landowner or a person engaged by the Landowner;
 - (D) a cost to the extent that GST is payable and an input tax credit can be claimed for the work;
 - (E) a cost attributable directly or indirectly to the failure of a Landowner or a person engaged by the Landowner to perform and fulfil a relevant Approval for the work;
 - (F) a cost caused or contributed to by a negligent or wilful act or omission by the Landowner or a person engaged by the Landowner;
 - (G) a cost of carrying out development infrastructure which is only made necessary by the development and does not contribute to the function of the Prescribed Road Infrastructure Link;
 - (H) a cost of carrying out work which relates to another development infrastructure network.

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

Determining the market cost for work

- (c) Landowner A is to before carrying out a tender process for the construction cost for the work procure an estimate of the market cost for the construction cost for the work by providing with the Proposed Prescribed Road Infrastructure Plan a cost based estimate of the Establishment Cost for the Prescribed Road Infrastructure by using first principles estimating undertaken by a practising registered professional engineer of Queensland approved by the Council.
- (d) Landowner A is to before the commencement of construction of the work determine the market cost for the construction cost for the work as follows:
 - (i) Landowner A prior to undertaking a tender process for the construction of the work is to ensure the following:
 - (A) the preparation of a pre-tender estimate of the work by a practising registered professional engineer of Queensland engaged by Landowner A;
 - (B) the undertaking of a review of the pre-tender estimate in subparagraph (A) by an independent practising registered professional engineer of Queensland engaged by the Council at the cost of Landowner A;
 - (C) provide the documents prepared under subparagraphs (A) and (B) to Landowner B and Landowner C and to the Council with the design and specification of the work under **clause 7**;
 - (ii) Landowner A, after the Council gives its Approval under **clause 7**, is to ensure the following:
 - (A) undertake a tender process for the construction cost for the work; and
 - (B) a further open tender process if:
 - (1) the tender process under subparagraph (A) is not an open tender process; and
 - (2) the construction cost of the work from Landowner A's preferred tenderer from the tender process under subparagraph (A) exceeds the independent pre-tender estimate under subparagraph (i)(B);
 - (iii) Landowner A is to provide to the Council, a Notice which states the following:
 - (A) for the construction cost of the work:
 - (1) a tender process has been conducted amongst selected reputable tenderers;
 - (2) the tenders received;
 - (3) Landowner A's preferred tenderer;

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

- (4) Landowner A's reason for the preferred tenderer;
- (5) the terms of the construction contract for the work;
- (B) a plan for each Prescribed Road Infrastructure Link clearly showing the extent of the work.
- (C) Landowner A's calculation of the market cost for the work.

Adjustment of the Establishment Cost for work

- (e) Landowner A is to, after the Completion of the construction of a Prescribed Road Infrastructure Link, determine an adjustment to the Establishment Cost as follows:
 - (i) this paragraph (e) only applies to a cost of work (**Prescribed Work Cost**) if the cost:
 - (A) would have formed part of the market cost used to work out the Establishment Cost for the work;
 - (B) was not included in the market cost used to work out the Establishment Cost or was included in the market cost used to work out the Establishment Cost but was for an amount different to the Prescribed Work Cost;
 - (ii) Landowner A is to provide with a Proposed Prescribed Road Infrastructure Plan, a single Notice which is to state the following:
 - (A) that Landowner A has adjusted the Establishment Cost to take account of the Prescribed Work Cost;
 - (B) all information reasonably necessary to establish the calculation of the Prescribed Work Cost and that the cost is a Prescribed Work Cost;
 - (C) Landowner A's calculation of the Prescribed Work Cost.

Current market value for land

- (f) The Establishment Cost for land is to be recalculated by using the current market value of the land which is the difference, determined by using the before and after method of valuation of the whole of the subject premises, between the value of the subject premises including the land and the value of the subject premises excluding the land.
- (g) Landowner A is to determine the market value of the land, by providing with the Proposed Prescribed Road Infrastructure Plan a valuation of the land undertaken by a practicing registered valuer approved by the Council.

Adjustment of the Establishment Cost for land

- (h) Landowner A is to, after the provision of land for a Prescribed Road Infrastructure Link, determine an adjustment to the Establishment Cost as follows:

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

- (i) this paragraph (h) only applies to a cost of land (**Prescribed Land Cost**) if the cost:
 - (A) was less than the market value used to work out the Establishment Cost; or
 - (B) was more than the market value used to work out the Establishment Cost where:
 - (1) a valuation of the land undertaken by a practising registered valuer approved by the Council states that the cost represents the market value of the land; or
 - (2) Landowner A had 10 Business Days prior to the acquisition of the land given a Notice to the Landowners B and C stating that it proposed to acquire the land for more than the market value; or
 - (C) represents the amount paid to the Council under **clause 6.6(e)** for the Council providing a Land Contribution;
- (ii) Landowner A is to provide with a Proposed Road Infrastructure Plan, a single Notice which is to state the following:
 - (A) that Landowner A has adjusted the Establishment Cost to take account of the Prescribed Land Cost;
 - (B) all information reasonably necessary to establish the calculation of the Prescribed Land Cost and that the cost is a Prescribed Land Cost;
 - (C) Landowner A's calculation of the Prescribed Land Cost.

3.8 Base Financial Contribution

- (a) A Landowner is to provide to the Council a Financial Contribution for the Prescribed Road Infrastructure for Reconfiguring for a Chargeable Lot for the Proposed Development (**Base Financial Contribution**).
- (b) A **Chargeable Lot** is a lot to be created by subdividing another lot where:
 - (i) the lot to be subdivided is land:
 - (A) which forms part of the Development Land; and
 - (B) for which a Base Financial Contribution has not been provided; and
 - (ii) the lot to be created is a Development Lot.
- (c) Landowner A is deemed to have provided the Base Financial Contribution if Landowner A has provided the following:
 - (i) a Work Contribution for the Prescribed Road Infrastructure and a Land Contribution for the Other Prescribed Road Infrastructure which is outside

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

of the Structure Plan Area that is not owned by a Landowner or both, where the total of the Establishment Cost of both the Work Contribution and the Land Contribution less the value of the Council Financial Contribution and the payments received from the Prescribed Road Infrastructure Fund (**Incurred Establishment Cost**), exceed the Base Financial Contributions which would be payable; or

- (ii) a Performance Security to the Council for the value of the difference between the Incurred Establishment Cost and the Base Financial Contribution which would be payable.
- (d) Landowner A may reduce the Performance Security in paragraph (c)(ii) under **clause 12.3** without having to comply with **clause 12.3(c)(ii)**.
- (e) The Base Financial Contribution is to be provided at the following time:
 - (i) for Reconfiguring a Lot other than a Lot in subparagraphs (ii) and (iii) – 45 Calendar Days after the date of the:
 - (A) grant of the Approval for the Reconfiguring if assessable development under the Planning Act; or
 - (B) the registration of the Plan of Subdivision if subparagraph (A) does not apply;
 - (ii) for Reconfiguring a Lot of the Community Purpose Precinct (Educational Establishment) to create a Lot which is to be transferred under an agreement for the sale of the Lot or to create a lot for an acquisition by a resumption agreement under the *Acquisition of Land Act 1967* (Qld) – before:
 - (A) the Council approves the Plan of Subdivision for the Reconfiguring if the Reconfiguring is assessable development under the Planning Act; or
 - (B) the registration of the Plan of Subdivision if subparagraph (A) does not apply;
 - (iii) for Reconfiguring a Lot of the Community Purposes Precinct (Educational Establishment) to create a Lot for an acquisition under the *Acquisition of Land Act 1967* (Qld), other than by a resumption agreement – 20 Business Days after the earlier of the date of the payment by the constructing authority of the compensation for the acquisition of the Lot or an advance against the compensation, subject to the following:
 - (A) a Landowner is to within 10 Business Days of the payment by the constructing authority of the compensation for the acquisition of the Lot or an advance against the compensation, give a Notice to the other parties which states details of the payment of the compensation or the advance against the compensation;
 - (B) the Base Financial Contribution being indexed in accordance with the PPI from the date of the registration of the Plan of Subdivision for the Lot to the date of payment of the compensation or the advance against the compensation;

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

- (C) the indexed Base Financial Contribution which is required to be paid being limited to the lesser of the following:
 - (1) the amount of the indexed Base Financial Contribution; and
 - (2) the amount of the compensation or the advance against the compensation less the following amounts in order of priority:
 - (aa) the amount of the Prescribed Financial Contribution for Water Infrastructure for the Lot under Special Condition 4.6;
 - (bb) the amount of the compensation for legal costs and valuation or other professional fees incurred by a Landowner in relation to the preparation and filing of a claim for compensation and the determination by a court of a claim for compensation;
 - (cc) the amount of the Financial Contributions under items 5.1.1 and 5.1.2 of the Infrastructure Contribution Schedule for the Equivalent Dwellings for the land taken;
 - (dd) the amount of the Landowner Contribution Amount under Special Condition 4.7 for the Lot of the Community Purposes Precinct (Educational Establishment).

- (f) The Base Financial Contribution is to be worked out by the Council as follows:

$$\text{BFC} = \text{BC} \times \text{SA}$$

Where:

BFC is the Base Financial Contribution expressed in dollars

BC is the Base Charge expressed in dollars per hectare stated in the Prescribed Road Infrastructure Plan to be worked out by the Council as follows:

$$\text{BC} = \frac{\text{TEC} - \text{TPPRIC}}{\text{TUCA}}$$

Where:

BC is the Base Charge expressed in dollars per hectare

TEC is the Total Establishment Cost expressed in dollars

TPPRIC is the Total Provided Prescribed Road Infrastructure Contributions expressed in dollars

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

TUCA is the Total Unpaid Chargeable Area expressed in hectares.

SA is the Site Area expressed in hectares being the area of land the subject of the Reconfiguring less the following:

- (i) the area of land which is not Chargeable Area; and
 - (ii) the area of a Developable Lot which is not a Development Lot.
- (g) The Base Financial Contribution is to be indexed in accordance with the PPI from the date of the Prescribed Road Infrastructure Plan to the date of payment, if the date of payment is more than 12 months from the date the Prescribed Road Infrastructure Plan took effect.
- (h) The Council may under **clause 6.6(e)(i)(B)** have recourse to the Performance Security in paragraph (c)(ii) to pay the Council's costs, charges and expenses for providing the Land Contribution, where there are insufficient funds in the Prescribed Road Infrastructure Fund to pay all of the Council's costs, charges or expenses for providing the Land Contribution under Special Condition 3.4(h)(ii).
- (i) The Landowners and the Council have agreed that the following arrangements are to apply to ensure that a Landowner (**Contributing Landowner**) provides the Base Financial Contribution at the times stated in paragraph (e):
- (i) the Landowner is to, prior to the time for the payment of the Base Financial Contribution, give a Notice to the Council which states that the Council is requested to give a Notice under subparagraph (ii);
 - (ii) the Council is to provide a Notice which states, amongst other matters considered relevant by the Council, the Base Financial Contribution to be paid, the calculation of the Base Financial Contribution, the Chargeable Area to which the Base Financial Contribution relates and the Demand Credit for the payment of the Base Financial Contribution;
 - (iii) the Contributing Landowner is to ensure that any written arrangement it enters into with another person to buy the land the subject of the Reconfiguring contains a provision under which that other person consents to the cancellation of the Development Approval for the Reconfiguring if the Base Financial Contribution is not provided by the Contributing Landowner at the times stated in paragraph (e);
 - (iv) if the Contributing Landowner does not provide the Base Financial Contribution at the times stated in paragraph (e), the Council or a Landowner other than the Contributing Landowner (**Other Landowner**) may give a Notice to the Contributing Landowner requesting the payment of the Base Financial Contribution within 10 Business Days of the date of the Notice;
 - (v) if the Contributing Landowner does not provide the Base Financial Contribution within the time stated in subparagraph (ii), the Contributing Landowner is taken to have given a Notice under this document asking the Council under the Planning Act to cancel the Development Approval for the Reconfiguring;

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

- (vi) any prescribed fee under the Planning Act relating to a matter in subparagraph (v) is taken to be waived;
- (vii) the provisions of **clause 16** do not apply to a matter the subject of subparagraph (i).

3.9 Additional Financial Contribution

- (a) The Landowner is to provide to the Council an additional Financial Contribution for the Prescribed Road Infrastructure for Reconfiguring, Material Change of Use or Building Work (**Additional Financial Contribution**) where:
 - (i) the Base Financial Contribution has been provided or deemed to have been provided under Special Condition 3.8(c); and
 - (ii) the Development has created additional demand exceeding the Demand Credit for the Precinct in the Structure Plan.
- (b) The Additional Financial Contribution for the following Development is to be provided at the following time:
 - (i) a Reconfiguring – before:
 - (A) the Council approves the Plan of Subdivision for the Reconfiguring if assessable development under the Planning Act; or
 - (B) the registration of the Plan of Subdivision if subparagraph (A) does not apply;
 - (ii) for a Material Change of Use – before the start of the use;
 - (iii) for Building Work – before the time specified for the following:
 - (A) a final inspection certificate for a single detached class 1a building or class 10 building or structure;
 - (B) a certificate of classification for a building or structure of another class.
- (c) The Additional Financial Contribution is to be worked out by the Council as follows:

$$AFC = CR \times AD$$

Where:

AFC is the Additional Financial Contribution expressed in dollars

CR is the Cost Rate expressed in dollars per Equivalent Dwelling stated in the Prescribed Road Infrastructure Plan to be worked out by the Council as follows:

$$CR = \frac{TEC - TPRIC}{TUED}$$

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

Where:

CR is the Cost Rate expressed in dollars per Equivalent Dwelling

TEC is the Total Establishment Cost expressed in dollars

TPPRIC is the Total Provided Prescribed Road Infrastructure Contributions expressed in dollars

TUED is the Total Unpaid Equivalent Dwellings expressed in Equivalent Dwellings

AD is the additional demand for the relevant Development expressed as ED which cannot be less than zero and is to be worked out by the Council as follows:

$$AD = TD - BFCC$$

Where:

TD is the Total Demand for the site expressed in Equivalent Dwellings which is to be worked out by the Council by reference to the Demand Generation Rates

BFCC is the Base Financial Contribution Credit expressed in Equivalent Dwellings for the payment of the Base Financial Contribution, which is to be worked out by the Council as follows:

$$BFCC = SA \times DC$$

Where:

SA is the Site Area expressed in hectares being the area of land the subject of the relevant Development less the following:

- (i) the area of land which is not Chargeable Area; and
- (ii) the area of a Developable Lot which is not a Development Lot.

DC is the Demand Credit expressed in Equivalent Dwellings for the Precinct in the Structure Plan in which the Site Area is located

- (d) The Additional Financial Contribution is to be indexed in accordance with the PPI from the date of the Prescribed Road Infrastructure Plan to the date of payment, if the date of payment is more than 12 months from the date the Prescribed Road Infrastructure Plan took effect.

3.10 Council Financial Contribution

- (a) The Council is to provide a Financial Contribution for the provision of the Prescribed Road Infrastructure Link being the Claymore Road Link (**Council Financial Contribution**) capped in the amount of \$9,000,000 which is not to be indexed (**Council Financial Contribution Amount**), if the works for the Claymore Road Link:

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

- (i) are substantially commenced within 12 months of the Proposed Planning Scheme Amendment taking effect, and
 - (ii) are Completed within 36 months of the Proposed Planning Scheme Amendment taking effect.
- (b) Landowner A may give to the Council a Notice which states as follows:
- (i) Landowner A has substantially commenced the works for the Claymore Road Link in accordance with paragraph (a)(i);
 - (ii) Landowner A has paid an amount which represents part or all of the Incurred Establishment Cost of the Claymore Road Link, the details and supporting information of which are attached to the Notice;
 - (iii) the Council is requested to provide to Landowner A all or part of the Council Financial Contribution for the provision of the Claymore Road Link which represents 50% of the amount in subparagraph (ii).
- (c) The Council is to within 30 Business Days of receiving the Notice under paragraph (b), provide to Landowner A the amount stated in the Notice if the Council is satisfied of the matters stated in the Notice.

3.11 Reallocation of Allocated Projected Demand and Base Financial Contributions for the Claymore Road Link

- (a) This clause applies where either Landowner B or Landowner C has not, or both Landowner B and Landowner C have not, within 42 months after the Completion of the works for the Claymore Road Link, paid to the Council the Base Financial Contribution equal to their Prescribed Proportion of the Council Financial Contribution Amount.
- (b) Landowner A is to provide to the Council a Base Financial Contribution being the difference between the total of the Base Financial Contributions paid by Landowner B and Landowner C and the Council Financial Contribution Amount (**Acceleration Amount**) within 10 Business Days of the Council giving to Landowner A a Notice requiring the payment.
- (c) Landowner A is upon the payment of the Acceleration Amount entitled to additional Projected Demand in Equivalent Dwellings (**Additional Projected Demand**), which is to be worked out by the Council as follows:

$$APD = \frac{AA}{BC} \times DC$$

Where:

APD is the Additional Projected Demand expressed in Equivalent Dwellings

AA is the Acceleration Amount expressed in dollars

BC is the Base Charge expressed in dollars per hectare

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

DC is the Demand Credit for the Mixed Density Residential Precinct expressed in Equivalent Dwellings per hectare

- (d) Landowner A is to give a Notice to the Council seeking the Council's consent under **clause 30** to a Proposed Prescribed Road Infrastructure Plan which provides that the Allocated Projected Demand for:
- (i) the Claymore Road Link is increased for Landowner A by the Additional Projected Demand, and decreased for each Nonperforming Landowner by:
 - (A) if both Landowners B and C are Nonperforming Landowners, the proportion of the Additional Projected Demand that the relevant Nonperforming Landowner's Prescribed Proportion bears to the other Nonperforming Landowner's Prescribed Proportion, expressed as a percentage; and
 - (B) if only one of Landowner B or Landowner C is a Nonperforming Landowner, the Additional Projected Demand;
 - (ii) the Southern Road Link Upgrade is decreased for Landowner A by the Additional Projected Demand, and increased for each Nonperforming Landowner by:
 - (A) if both Landowners B and C are Nonperforming Landowners, the proportion of the Additional Projected Demand that the relevant Nonperforming Landowner's Prescribed Proportion bears to the other Nonperforming Landowner's Prescribed Proportion, expressed as a percentage; and
 - (B) if only one of Landowner B or Landowner C is a Nonperforming Landowner, the Additional Projected Demand.
- (e) The Council cannot refuse its consent to a Proposed Prescribed Road Infrastructure Plan if it is in accordance with paragraphs (c) and (d).
- (f) Landowner A is to, as soon as reasonably practicable seek and obtain an Approval for Reconfiguring for the Additional Projected Demand in priority to the existing Projected Demand of Landowner A, if the Proposed Prescribed Road Infrastructure Plan is consented to by the Council.
- (g) In this special condition:

Nonperforming Landowner means a Landowner who has not paid the Base Financial Contribution as contemplated by Special Condition 3.11(a).

3.12 Further Reallocation of Allocated Projected Demand and Base Financial Contributions for Other Prescribed Road Infrastructure

- (a) This clause applies where a Landowner (**Relevant Landowner**) has not prior to 12 months before the Projected Construction Commencement Date for the following:
- (i) the Southern Road Link:

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

- (A) obtained an Approval for Reconfiguring for the Allocated Projected Demand provided for in the Prescribed Road Infrastructure Plan for the Claymore Road Link; and
 - (B) provided the Base Financial Contribution for the Allocated Projected Demand;
- (ii) the Springhill Drive/University Way Link:
 - (A) obtained an Approval for Reconfiguring for the Allocated Projected Demand provided for in the Prescribed Road Infrastructure Plan for the Southern Road Link;
 - (B) provided the Base Financial Contribution for the Allocated Projected Demand;
- (iii) the Southern Road Link Upgrade:
 - (A) obtained an Approval for Reconfiguring for the Allocated Projected Demand provided for in the Prescribed Road Infrastructure Plan for the Springhill Drive/University Way Link;
 - (B) provided the Base Financial Contribution for the Allocated Projected Demand.
- (b) A Landowner other than the Relevant Landowner (**Prescribed Landowner**) may give a Notice to the Council seeking the Council's consent under **clause 30** to a Proposed Prescribed Road Infrastructure Plan which provides that the Allocated Projected Demand for:
 - (i) the relevant Prescribed Road Infrastructure stated in paragraphs (a)(i)(A), (a)(ii)(A) and (a)(iii)(A) is increased for the Prescribed Landowner and decreased for the Relevant Landowner; and
 - (ii) the Southern Road Link Upgrade is decreased for the Prescribed Landowner and increased for the Relevant Landowner.
- (c) The Council cannot refuse its consent to a Proposed Prescribed Road Infrastructure Plan if it is in accordance with Special Conditions 3.12(a) and 3.12(b).
- (d) A Landowner is to, as soon as reasonably practicable seek and obtain an Approval for Reconfiguring for the Additional Projected Demand in priority to the existing Projected Demand of the Prescribed Landowner, if the Proposed Prescribed Road Infrastructure Plan is consented to by the Council.

3.13 Change of liability and other relevant matters for the Southern Road Link Upgrade

- (a) This Special Condition applies if Landowner A has ensured the following:
 - (i) the total of the Allocated Projected Demand for the Southern Road Link Upgrade for Landowner A has been reallocated to the Prescribed Road Infrastructure other than the Southern Road Link Upgrade; and
 - (ii) the provision of the Prescribed Road Infrastructure other than the Southern Road Link Upgrade has been Completed;

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

- (iii) the Base Financial Contribution for all Chargeable Lots for Area A has been provided or deemed to be provided;
- (iv) the Development for all of Landowner A's Allocated Projected Demand for the Prescribed Road Infrastructure has been Completed.
- (b) Landowner B and Landowner C are to provide the Work Contributions and Land Contributions for the Southern Road Link Upgrade under the Infrastructure Contribution Schedule in place of Landowner A.
- (c) Landowner A is not required to provide the Fund Administration Fee.
- (d) Landowner B or Landowner C are to in a manner which is as timely as is reasonably practicable:
 - (i) confer with the Council and with each other, with the view to reaching an agreement as to the provision of the Southern Road Link Upgrade by Landowner B, Landowner C or both;
 - (ii) using their best endeavours, negotiate in good faith with the Council and each other and change this Document to reflect that the Southern Road Link Upgrade is to be provided by Landowner B, Landowner C or both;
 - (iii) invoke the Dispute Resolution process under **clause 16** if an agreement cannot be reached for a matter in subparagraphs (i) and (ii).

3.14 Provision of information

A Landowner is to comply as soon as is reasonably practicable with a Notice given by the Council to the Landowner which states that the Landowner is to provide to the Council information relevant to the following:

- (a) the Prescribed Road Infrastructure Fund;
- (b) the Prescribed Road Infrastructure Plan;
- (c) the Landowner Financial Contributions;
- (d) the Prescribed Road Infrastructure;
- (e) the Projected Development and Projected Demand for the Landowner Area;
- (f) the operation of this Special Condition 3.

3.15 Consent provisions

- (a) For the purpose of this Special Condition 3, a Landowner (**Consenting Landowner**) gives its consent to an Application for an Approval to an Approval Authority that is made by another Landowner and its agents, contractors and consultants in respect of the provision of an Infrastructure Contribution in this Special Condition by that other Landowner in the Consenting Landowner's Area and the Approval Authority can rely upon this document as evidence of a Consenting Landowner's consent.
- (b) A Landowner is to, upon the receipt of a Notice given by another Landowner which states that access is required to their Area, permit that other Landowner to

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

have access to their Area for the performance and fulfilment of this Special Condition.

- (c) A right of access under paragraph (b) includes the matters in **clause 14.3(a)(i)** as well as the carrying out of survey and geotechnical investigations, erecting safety signage, clearing and construction.
- (d) A Landowner is to exercise a right of access under paragraph (b) in accordance with **clause 14.3(a)(ii)**.
- (e) Each Landowner agrees to promptly carry out the following:
 - (i) execute and deliver to the applicable Infrastructure Authority any document (including a Plan of Subdivision, easement or transfer documents) necessary to ensure the timely provision of a Land Contribution to the applicable Infrastructure Authority;
 - (ii) procure any mortgagee to give its consent or release of its mortgage to facilitate the provision of a Land Contribution to the applicable Infrastructure Authority.
- (f) If a Landowner fails to deliver a document referred to in paragraph (e) within 20 Business Days of a Notice being given by either another Landowner or the applicable Infrastructure Authority for the provision of the document, that Landowner agrees that the applicable Infrastructure Authority may exercise its powers in **clause 6.7**.

4. Water Infrastructure planning and funding framework

4.1 Water Infrastructure

This Special Condition applies to Infrastructure Contributions for the provision of the following development infrastructure (**Water Infrastructure**):

- (a) infrastructure for the treatment, transmission and reticulation of water (**Water Supply Infrastructure**);
- (b) infrastructure for the collection, transmission, treatment and disposal of sewage (**Sewer Infrastructure**).

4.2 Definitions in this Special Condition 4

In this Special Condition 4:

Additional Infrastructure Contribution see **clause 9.2(c)**.

Consenting Landowner see Special Condition 4.8(a).

Constructing Landowner see Special Condition 4.7(b).

Contributing Landowners see Special Condition 4.7(b).

External Sewer Infrastructure see Special Condition 4.3(e)(ii)(C).

Internal Sewer Infrastructure see Special Condition 4.3(e)(ii)(B).

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

- Internal Water Supply Infrastructure** see Special Condition 4.3(e)(ii)(A).
- Landowner Contribution Amount** see Special Condition 4.7(d)(ii).
- Landowner Financial Contribution** see Special Condition 4.7(b).
- Lot Connection Application** see Special Condition 4.7(d)(ii).
- Lot Connection Approval** see Special Condition 4.7(d)(ii).
- Prescribed Financial Contribution** see Special Condition 4.3(e)(i).
- Prescribed Land Cost** see Special Condition 4.7(m)(i).
- Prescribed Water Infrastructure** see Special Condition 4.7(a).
- Prescribed Work Cost** see Special Condition 4.7(j)(i).
- Provisional Unitywater Sewer Infrastructure** see Special Condition 4.3(d)(ii).
- Provisional Unitywater Water Supply Infrastructure** see Special Condition 4.3(d)(i).
- Sewer Financial Contribution** see Special Condition 4.3(e)(i)(B).
- Sewer Infrastructure** see Special Condition 4.1(b).
- Sewer Infrastructure Report** see Special Condition 4.3(c)(ii)(B).
- Staged Water Connection Application** see Special Condition 4.4(a).
- Staged Water Connection Approval** see Special Condition 4.4(a).
- Unitywater Sewer Infrastructure** see Special Condition 4.3(d)(ii).
- Unitywater Water Supply Infrastructure** see Special Condition 4.3(d)(i).
- Water Infrastructure** see Special Condition 4.1.
- Water Infrastructure Demand Limits** see **clause 2.1**.
- Water Infrastructure Plan** see Special Condition 4.3(c).
- Water Supply Infrastructure** see Special Condition 4.1(a).
- Water Supply Infrastructure Report** see Special Condition 4.3(c)(ii)(A).
- Water Supply Financial Contribution** see Special Condition 4.3(e)(i)(A).

4.3 Planning and funding framework

- (a) The Landowners and Unitywater have agreed to implement a planning and funding framework for Water Infrastructure which involves the elements in the following paragraphs.

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

- (b) A Landowner is to ensure that the Proposed Development of its Area does not exceed the Water Infrastructure Demand Limits for their Area.
- (c) A Landowner is to prepare for the consent of Unitywater under this document a plan of their Area for the provision of the Water Infrastructure necessary to service the Proposed Development of the Area (**Water Infrastructure Plan**) which:
 - (i) complies with this document in particular this Special Condition and the Infrastructure Contribution Schedule; and
 - (ii) is consistent with Unitywater's planning for Water Infrastructure for the Area and the Development Land as stated in the following:
 - (A) for Water Supply Infrastructure, the Palmview Water Supply Addendum Report dated November 2014 prepared by Unitywater (**Water Supply Infrastructure Report**);
 - (B) for Sewer Infrastructure, Palmview Sewerage Transport System Planning Report dated November 2014 prepared by Unitywater (**Sewer Infrastructure Report**).
- (d) Unitywater is to provide the following Water Infrastructure to service the Proposed Development of the Development Land so that the Proposed Development is not delayed by reason of the failure to provide the following Water Infrastructure:
 - (i) Water Supply Infrastructure external to the Development Land (**Unitywater Water Supply Infrastructure**) which is currently anticipated to be the following Water Supply Infrastructure specified on Drawing 4 (**Provisional Unitywater Water Supply Infrastructure**) that may be changed at the discretion of Unitywater:
 - (A) a new reservoir;
 - (B) a 300mm water main;
 - (C) a 500mm water main;
 - (D) a 450mm water main;
 - (E) related works;
 - (ii) Sewer Infrastructure for the treatment and disposal of sewage (**Unitywater Sewer Infrastructure**) which is currently anticipated to be the following Sewer Infrastructure specified on Drawing 5 (**Provisional Unitywater Sewer Infrastructure**) that may be changed at the discretion of Unitywater:
 - (A) upgrade to the Kawana sewage treatment plant;
 - (B) augmentation to the Ocean Outfall Main;
 - (C) related works.
- (e) A Landowner is to provide the following Infrastructure Contributions for Water Infrastructure to service the Proposed Development of the Development Land:

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

- (i) Financial Contributions stated in this Special Condition for Unitywater providing the following (**Prescribed Financial Contribution**):
 - (A) Unitywater Water Supply Infrastructure (**Water Supply Financial Contribution**);
 - (B) Unitywater Sewer Infrastructure (**Sewer Financial Contribution**);
- (ii) Work Contributions and Land Contributions stated in the Infrastructure Contribution Schedule for:
 - (A) Water Supply Infrastructure within the Development Land to connect to the Unitywater Water Supply Infrastructure (**Internal Water Supply Infrastructure**);
 - (B) Sewer Infrastructure within the Development Land (**Internal Sewer Infrastructure**);
 - (C) Sewer Infrastructure external to the Development Land to connect the Internal Sewer Infrastructure to the Unitywater Sewer Infrastructure (**External Sewer Infrastructure**).
- (f) A Landowner is to provide the Additional Infrastructure Contributions for Water Infrastructure if the Development of the Landowner Area exceeds the Water Infrastructure Demand Limits for their Area.

4.4 Water Infrastructure planning

- (a) A Landowner is to make an Application to Unitywater under the SEQ Water Act (**Staged Water Connection Application**) for a water approval for a staged water connection for the Proposed Development of their Area (**Staged Water Connection Approval**) at the same time the Landowner makes the Area Development Application or an Application for amendment of an Area Development Approval.
- (b) A Landowner is to ensure that the Staged Water Connection Application and an Application for amendment of the Staged Water Connection Approval:
 - (i) are in accordance with the Water Infrastructure Demand Limits and this document, particularly in relation to Water Infrastructure;
 - (ii) are consistent with the following:
 - (A) each other;
 - (B) an Approval still in effect for the Area under the Planning Act and SEQ Water Act unless the Application is intended to supersede the existing Approval;
 - (C) an Approval still in effect under the Planning Act and SEQ Water Act for another Landowner's Area;
 - (iii) comply with the Water Infrastructure Plan for their Area and the Water Infrastructure Plan for another Landowner's Area.

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

- (c) A Landowner is to ensure that an Application for Approval under the Planning Act, SEQ Water Act or other law for their Area not stated in paragraph (c), complies with the following for their Area:
 - (i) the Area Development Approval;
 - (ii) the Staged Water Connection Approval;
 - (iii) the Water Infrastructure Plan for their Area and the Water Infrastructure Plan for another Landowner's Area.

- (d) A Landowner is to prepare a Water Infrastructure Plan for their Area which complies with the following:
 - (i) identifies the Water Infrastructure Demand Limits for the Proposed Development of their Area;
 - (ii) identifies the Water Infrastructure necessary to service the Proposed Development of their Area including:
 - (A) the Internal Water Supply Infrastructure for the Area;
 - (B) the Internal Sewer Infrastructure for the Area;
 - (C) the External Sewer Infrastructure;
 - (iii) demonstrates that the Water Infrastructure for the Area forms part of an effective and efficient network of Water Infrastructure for the Development Land consistent with the following:
 - (A) the Water Infrastructure Demand Limits;
 - (B) the Water Supply Report;
 - (C) the Sewer Infrastructure Report;
 - (D) Unitywater's desired standards of service for Water Infrastructure under the SEQ Water Act;
 - (iv) demonstrates that the Landowner has consulted with each other Landowner in relation to the proposed Water Infrastructure Plan and the achievement of the requirements in subparagraphs (i) to (iii);
 - (v) the Area Development Approval and Staged Water Connection Approval for their Area.

- (e) A Landowner is to submit the Water Infrastructure Plan to Unitywater for its consent under this document:
 - (i) at the time of lodging a Staged Water Connection Application or an Application for an amendment of a Staged Water Connection Approval; and
 - (ii) if the Landowner wishes to amend the Water Infrastructure Plan; and

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

- (iii) if Unitywater gives a Notice to the Landowner stating that an amendment to the Water Infrastructure Plan is required to comply with this document or a law.
- (f) A Landowner is to comply with the Water Infrastructure Plan for their Area.

4.5 Work Contribution and Land Contribution for Water Infrastructure

- (a) Unitywater is to provide the following:
 - (i) the Provisional Unitywater Water Supply Infrastructure or such other Unitywater Water Supply Infrastructure as Unitywater determines;
 - (ii) the Provisional Unitywater Sewer Infrastructure or such other Unitywater Sewer Infrastructure as Unitywater determines.
- (b) A Landowner is to provide the following:
 - (i) the Internal Water Supply Infrastructure stated in the Infrastructure Contribution Schedule and Water Infrastructure Plan for their Area;
 - (ii) the Internal Sewer Infrastructure stated in the Infrastructure Contribution Schedule and Water Infrastructure Plan for their Area;
 - (iii) the External Sewer Infrastructure stated in the Infrastructure Contribution Schedule and Water Infrastructure Plan for their Area.
- (c) Unitywater is to use its reasonable endeavours to support an application to an Authority other than Unitywater or the Council for an Approval of a Work Contribution under paragraph (b) which complies with this document.

4.6 Financial Contribution for Water Infrastructure

- (a) A Landowner is to provide to Unitywater the Prescribed Financial Contribution for the following Development for the Proposed Development:
 - (i) Reconfiguring to create a Development Lot;
 - (ii) Material Change of Use;
 - (iii) Building Work.
- (b) The Prescribed Financial Contribution is to be provided at the following time:
 - (i) for a Reconfiguring:
 - (A) a Lot other than a Lot in subparagraph (B) – before:
 - (1) the Council approves the Plan of Subdivision if the Reconfiguring is assessable development under the Planning Act; or
 - (2) the registration of the Plan of Subdivision if subparagraph (1) does not apply;

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

- (B) a Lot for an acquisition under the *Acquisition of Land Act 1967* (Qld), other than by a resumption agreement – 20 Business Days after the earlier of the date of the payment by the constructing authority of the compensation for the acquisition of the Lot or an advance against the compensation, subject to the amount of the Prescribed Financial Contribution being indexed in accordance with the PPI from the date of the registration of the Plan of Subdivision for the Lot to the date of the date of the payment of the compensation or the advance against the compensation;
- (ii) for a Material Change of Use – before the start of the use;
- (iii) for Building Work – before the time specified for the following:
 - (A) a final inspection certificate for a single detached class 1a building or class 10 building or structure;
 - (B) a certificate of classification for a building or structure of another class.
- (c) The Prescribed Financial Contribution is to be worked out by Unitywater as follows:

$$PFC = CR \times AD$$

Where:

PFC is the Prescribed Financial Contribution.

CR is the Charge Rate being the charge per Equivalent Person:

- (a) stated in a Notice given by Unitywater from time to time to the Landowner (**Adopted Charge Rate**) which is to be less than the maximum charge per Equivalent Person stated in Table 4.1 (**Maximum Charge Rate**), which is to be indexed under **clause 33** in accordance with the PPI from the Commencement Date to the date of payment; and
- (b) where paragraph (a) does not apply, stated as the Maximum Charge Rate in Table 4.1.

Table 4.1 Charge Rate

| Prescribed Financial Contributions | Water Infrastructure to be funded | Maximum Charge Rate \$ per / Equivalent Person |
|---|--|---|
| Water Supply Financial Contribution | Unitywater Water Supply Infrastructure | 640.00 |
| Sewer Financial Contribution | Unitywater Sewer Infrastructure | 1740.00 |

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

AD is the additional demand for the Development which cannot be less than zero, which is to be worked out by Unitywater as follows:

$$AD = TD - DC$$

Where:

TD is the Total Demand for the Development expressed in Equivalent Persons, to be worked out by Unitywater using the demand generation rates in Table 4.2.

Table 4.2 Demand generation rates

| Development category | Development type | Unit of demand | Equivalent Persons per unit of demand |
|-----------------------------|--|--|---------------------------------------|
| Residential development | Attached dwelling | Per dwelling | 1.8 |
| | Detached dwelling and semi-detached dwelling | Per dwelling | 2.7 |
| | Retirement dwelling | Per dwelling | 1.8 |
| | Other uses | To be determined by Unitywater | To be determined by Unitywater |
| Non-residential development | Commercial | 100m ² GFA | 1.10 |
| | Community purpose other than Educational establishment | 100m ² GFA | 3.13 |
| | Community purpose for Educational establishment | Per total number of students and staff | 0.1 |
| | Industry | 100m ² GFA | 1.10 |
| | Retail and entertainment | 100m ² GFA | 1.10 |
| | Other uses | To be determined by Unitywater | To be determined by Unitywater |

DC is the Demand Credit being the credit for the Equivalent Persons applicable to a Previous Prescribed Financial Contribution which is to be worked out by Unitywater as follows:

$$DC = \frac{PPFC}{PCR}$$

Where:

DC is the Demand Credit expressed in Equivalent Persons.

PPFC is the Previous Prescribed Financial Contribution provided by a Landowner expressed in dollars.

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

PCR is the Prescribed Charge Rate expressed in dollars being the Charge Rate current at the date of payment of the Previous Prescribed Financial Contribution to which the Demand Credit is being applied.

4.7 Funding of Water Infrastructure

- (a) The Landowners have, without derogating from their respective obligations to Unitywater, agreed on the following arrangements for the provision and funding of the following Water Infrastructure specified in the Infrastructure Contribution Schedule (**Prescribed Water Infrastructure**):
- (i) East-West Connection Water Main;
 - (ii) STP Connection Sewer Main;
 - (iii) Upgrade of the STP Connection Sewer Main.
- (b) A Landowner (**Constructing Landowner**) may give a Notice to the other Landowners (**Contributing Landowners**) stating that the Constructing Landowner is to procure and fund the Prescribed Water Infrastructure and that the Contributing Landowners are to provide a Financial Contribution to the cost of the provision of the Prescribed Water Infrastructure (**Landowner Financial Contribution**).
- (c) The Constructing Landowner is to provide the Prescribed Water Infrastructure in accordance with the Infrastructure Contribution Schedule.
- (d) The Contributing Landowners are to provide to the Constructing Landowner the Landowner Financial Contribution which:
- (i) is to be worked out by the Constructing Landowner as follows:

$$LFC = PWIEC \times PP$$

Where:

LFC is the Landowner Financial Contribution expressed in dollars

PWIEC is the Prescribed Water Infrastructure Establishment Cost expressed in dollars which is to be worked out by the Constructing Landowner under paragraph (f) and stated in a Notice given by the Constructing Landowner to the Contributing Landowners and indexed from its date of the Notice to the date that Landowner Financial Contribution is paid

PP is the Prescribed Proportion for the respective Contributing Landowners expressed as a percentage specified in Table 3.1 of Special Condition 3

- (ii) is paid, prior to an Application (**Lot Connection Application**) being made by the Contributing Landowner to Unitywater for Approval (**Lot Connection Approval**) to physically connect a Lot in a proposed Reconfiguring to the Water Infrastructure network, to a total amount that is no more than the Landowner Financial Contribution of the respective Contributing Landowner and in amounts (**Landowner Contribution**

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

Amount) which are to be worked out by the Contributing Landowner as follows:

$$LCA = \frac{PWIEC \times EP}{7601}$$

Where:

LCA is the Landowner Contribution Amount expressed in dollars

PWIEC is the Prescribed Water Infrastructure Establishment Cost expressed in dollars to be worked out by the Constructing Landowner under paragraph (f), stated in a Notice given by the Constructing Landowner to the Contributing Landowners and indexed from the date of the Notice to the date the Landowner Contribution Amount is paid

EP is the total number of Equivalent Persons for all Lots the subject of the Lot Connection Application to be worked out by the Contributing Landowner applying the demand generation rates specified in Table 4.2.

- (e) The Landowners agree as follows in relation to the Lot Connection Application and Lot Connection Approval:
- (i) the Contributing Landowner which submits the Lot Connection Application is to pay an additional fee prescribed by Unitywater which is to reasonably relate to Unitywater's additional costs for administering the Lot Connection Application as a result of this Special Condition 4.7;
 - (ii) the Contributing Landowner which submits the Lot Connection Application is taken to have given a Notice to Unitywater requesting that Unitywater may at its sole discretion determine that the Lot Connection Application is withdrawn, if the Lot Connection Application is not accompanied by a Notice from the Contributing Landowner stating that the Landowner Contribution Amount for the Lot Connection Application has been paid by the Contributing Landowner to the Constructing Landowner;
 - (iii) Unitywater is released from a Claim or costs in respect of the administration of Special Condition 4.7;
 - (iv) Unitywater is indemnified by the Constructing Landowner against a Claim or the costs in respect of the administration of Special Condition 4.7.
- (f) The Prescribed Water Infrastructure Establishment Cost is the total cost of the Work Contributions and Land Contributions other than a Land Contribution of land owned by a Landowner for the Prescribed Water Infrastructure, which is to be worked out by the Constructing Landowner using the following:
- (i) for the initial calculation of the Prescribed Water Infrastructure Establishment Cost in Table 4.3 a cost-based estimate using first principles estimating and includes some costs that have already been incurred and paid by Landowner A prior to the execution of this document;
 - (ii) for the recalculation of the Prescribed Water Infrastructure Establishment Cost for work calculated under subparagraph (i) – the method in paragraphs (g) to (j);

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

- (iii) for the recalculation of the Prescribed Water Infrastructure Establishment Cost for land which is required for the Prescribed Water Infrastructure and which is outside of the Structure Plan Area or not owned by a Landowner calculated under subparagraph (i) – the method in paragraphs (k) to (m).

Table 4.3 Initial Calculation of the Prescribed Water Infrastructure Establishment Cost

| Prescribed Water Infrastructure | Items of Prescribed Water Infrastructure | Establishment Cost¹ |
|--|--|---------------------------------------|
| STP Connection Sewer Main and Upgrade of the STP Connection Sewer Main | Pump Station (Wet Well and Interim Pump), Stage 1 Sewerage rising main + plus allowance for land acquisition | \$6,965,855 |
| | Pump Upgrade | \$312,523 |
| | Emergency Storage Upgrade | \$127,770 |
| | Rising Main | \$5,059,708 |
| | Trunk Sewer - gravity main to pump station | \$1,417,756 |
| East-West Connection Water Main | Phase 1 - Springhill Drive to Claymore Road water loop | \$1,695,693 |
| Prescribed Water Infrastructure Establishment Cost | | \$15,579,305 |

Note:

1. *The establishment cost includes a 10% Contingency and 12.5% Professional Fees allowance*

Market cost for work

- (g) The Prescribed Water Infrastructure Establishment Cost for work is to be recalculated by using the market cost for the work which is the estimate of the cost of the design and construction of the work:
 - (i) including the following:
 - (A) the construction cost for the work including the cost of carrying out temporary infrastructure which is directly associated with the construction of the work and the decommissioning, removal and rehabilitation of that temporary infrastructure;
 - (B) a reasonable contingency for the construction cost for the work;
 - (C) construction on costs for the work for the following:
 - (1) the cost of survey for the work;
 - (2) the cost of planning for the work including fees for development assessment and operational work;

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

- (3) the cost of modelling including flood modelling and hydraulic analysis for the work;
- (4) the cost of only detailed design for the work;
- (5) the cost of project management and contract administration;
- (6) the cost of environmental investigations and geotechnical investigations for the work;
- (7) the cost of obtaining valuations relating to land referred to in subparagraph (iii);
- (8) a portable long service leave payment for a construction contract for the work;
- (9) any other statutory fees, charges, levies or taxes imposed in respect of the work or the associated matters;
- (D) the cost of environmental offsets associated with the construction of the work;
- (E) the cost of maintaining the work until it is accepted off maintenance by Unitywater;
- (F) the fees, charges and costs incurred in providing a Maintenance Security to Unitywater for the works;
- (ii) excluding the following:
 - (A) a cost of carrying out temporary infrastructure which is not directly associated with the construction of the work or a cost for the decommissioning, removal or rehabilitation of that temporary infrastructure;
 - (B) a cost of carrying out other infrastructure which is not part of the Prescribed Water Infrastructure;
 - (C) a part of the Prescribed Water Infrastructure provided by Unitywater or a person, other than a Landowner or a person engaged by the Landowner;
 - (D) a cost to the extent that GST is payable and an input tax credit can be claimed for the work;
 - (E) a cost attributable directly or indirectly to the failure of a Landowner or a person engaged by the Landowner to perform and fulfil a relevant Approval for the work;
 - (F) a cost caused or contributed to by a negligent or wilful act or omission by the Landowner or a person engaged by the Landowner;

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

- (G) a cost of carrying out development infrastructure which is only made necessary by the development and does not contribute to the function of the Prescribed Water Infrastructure;
- (H) a cost of carrying out work which relates to another development infrastructure network or Water Infrastructure other than the Prescribed Water Infrastructure.

Determining the market cost for work

- (h) The Constructing Landowner is to before carrying out a tender process for the construction cost for the work procure an estimate of the market cost for the construction cost for the work by providing a cost based estimate of the Prescribed Water Infrastructure by using first principles estimating undertaken by a registered engineer approved by the Contributing Landowners.
- (i) The Constructing Landowner is to before the commencement of construction of the work determine the market cost for the construction cost for the work by undertaking a tender process for the construction cost for the work:
 - (i) the Constructing Landowner is to undertake a tender process for the construction cost for the work;
 - (ii) the Constructing Landowner is to provide to the Contributing Landowners a Notice which states the following:
 - (A) for the construction cost of the work:
 - (1) a tender process has been conducted amongst selected reputable tenderers;
 - (2) the tenders received;
 - (3) the Constructing Landowner's preferred tenderer;
 - (4) the Constructing Landowner's reason for the preferred tenderer;
 - (5) the terms of the Construction Contract for the work;
 - (B) a plan for each Prescribed Water Infrastructure item clearly showing the extent of the work;
 - (C) the Constructing Landowner's calculation of the market cost for the work.

Adjustment of the Prescribed Water Infrastructure Establishment Cost for work

- (j) The Constructing Landowner is to, after the Completion of the construction of a Prescribed Water Infrastructure determine an adjustment to the Prescribed Water Infrastructure Establishment Cost as follows:
 - (i) this paragraph only applies to a cost of work (**Prescribed Work Cost**) if the cost:

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

- (A) would have formed part of the market cost used to work out the Establishment Cost for the work; and
 - (B) was not included in the market cost used to work out the Prescribed Water Infrastructure Establishment Cost or was included in the market cost used to work out the Prescribed Water Infrastructure Establishment Cost but was for an amount different to the Prescribed Work Cost;
- (ii) the Constructing Landowner is to provide to the Contributing Landowners, a single Notice which is to state the following:
- (A) that the Constructing Landowner has adjusted the Prescribed Water Infrastructure Establishment Cost to take account of the Prescribed Work Cost;
 - (B) all information reasonably necessary to establish the calculation of the Prescribed Work Cost and that the cost is a Prescribed Work Cost; and
 - (C) the Constructing Landowner's calculation of the Prescribed Work Cost.

Current market value for land

- (k) The Prescribed Water Infrastructure Establishment Cost for land is to be recalculated by using the current market value of the land which is the difference, determined by using the before and after method of valuation of the whole of the subject premises, between the value of the subject premises including the land and the value of the subject premises excluding the land.
- (l) The Constructing Landowner is to determine the market value of the land by providing to the Contributing Landowners a valuation of the land undertaken by a certified practicing valuer approved by the Contributing Landowners.

Adjustment of the Prescribed Water Infrastructure Establishment Cost for land

- (m) The Constructing Landowner is to, after the provision of land for a Prescribed Water Infrastructure item determine an adjustment to the Prescribed Water Infrastructure Establishment Cost as follows:
 - (i) this paragraph only applies to a cost of land (**Prescribed Land Cost**) if the cost:
 - (A) was less than the market value used to work out the Prescribed Water Infrastructure Establishment Cost; or
 - (B) was more than the market value used to work out the Prescribed Water Infrastructure Establishment Cost where:
 - (1) a valuation of the land undertaken by a certified practicing valuer approved by the Contributing Landowners states that the cost represents the market value of the land; or

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

- (2) the Constructing Landowner had 10 Business Days prior to the acquisition of the land given a Notice to the Contributing Landowners stating that it proposed to acquire the land for more than the market value; or
- (C) represents the amount paid to Unitywater under **clause 6.6(d)** for Unitywater providing a Land Contribution;
- (ii) the Constructing Landowner is to provide to the Contributing Landowners a single Notice which is to state the following:
 - (A) that the Constructing Landowner has adjusted the Prescribed Water Infrastructure Establishment Cost to take account of the Prescribed Land Cost;
 - (B) all information reasonably necessary to establish the calculation of the Prescribed Land Cost and that the cost is a Prescribed Land Cost;
 - (C) the Constructing Landowner's calculation of the Prescribed Land Cost.

4.8 Consent provisions

- (a) For the purpose of this Special Condition 4, a Landowner (**Consenting Landowner**) gives its consent to an Application for an Approval to an Approval Authority that is made by another Landowner and its agents, contractors and consultants in respect of the provision of an Infrastructure Contribution in this Special Condition by that other Landowner in the Consenting Landowner's Area.
- (b) A Landowner is to, upon the receipt of a Notice given by another Landowner which states that access is required to their Area, permit that other Landowner to have access to their Area for the performance and fulfilment of this Special Condition.
- (c) A right of access under paragraph (b) includes the matters in **clause 14.3(a)(i)** as well as the carrying out of survey and geotechnical investigations, erecting safety signage, clearing and construction.
- (d) A Landowner is to exercise a right of access under paragraph (b) in accordance with **clause 14.3(a)(ii)**.
- (e) Each Landowner agrees to promptly carry out the following:
 - (i) execute and deliver to the applicable Infrastructure Authority any document (including a Plan of Subdivision, easement or transfer documents) necessary to ensure the timely provision of a Land Contribution to the applicable Infrastructure Authority;
 - (ii) procure any mortgagee to give its consent or release of its mortgage to facilitate the provision of a Land Contribution to the applicable Infrastructure Authority.
- (f) If a Landowner fails to deliver a document referred to in paragraph (e) within 10 Business Days of a Notice being given by either another Landowner or the

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

applicable Infrastructure Authority for the provision of the document, that Landowner agrees that the applicable Infrastructure Authority may exercise its powers in **clause 6.7**.

5. Relationship to Bellflower Infrastructure Agreement

5.1 Bellflower Infrastructure Agreement

Landowner A and the Council have executed the Bellflower Road infrastructure agreement on 2 September 2005 as amended (**Bellflower Infrastructure Agreement**).

5.2 Recreation Trails in southern branch of Sippy Creek

Landowner A and the Council agree as follows:

- (a) the Bellflower Infrastructure Agreement in general terms requires the construction of a concrete path of a minimum width of 2 metres along the southern bank of the Southern Channel and across the Southern Channel to connect to the bicycle and pedestrian infrastructure network of the northern bank of the Southern Channel generally referred to as the Stage 2 Southern Channel Pathway (**Bellflower Path Obligation**);
- (b) item 3.2.1 of the Infrastructure Contribution Schedule require amongst other matters Landowner A to provide generally in the location of the Bellflower Path Obligation a Land Contribution and a Work Contribution for a minimum 3.5 metre Recreation Trail along the southern bank of the southern branch of Sippy Creek and across the southern branch of Sippy Creek to connect to the bicycle and pedestrian infrastructure network of the northern bank of the southern branch of Sippy Creek (**Palmview Path Obligation**);
- (c) the Palmview Path Obligation is to prevail over the Bellflower Path Obligation;
- (d) the Bellflower Path Obligation for the provision of the Stage 2 Southern Channel Pathway does not need to be satisfied prior to the Southern Channel being dedicated as a reserve for natural resources management with the Council listed as a trustee; and
- (e) the Palmview Path Obligation is to be satisfied by Landowner A in accordance with item 3.2.1 of the Infrastructure Contribution Schedule.

5.3 Bellflower Road Pedestrian Bridge and Pathway Obligation

Landowner A and the Council agree as follows:

- (a) Operational Works Approval OPW08/0139 requires the provision of the Bellflower Road pedestrian bridge and associated pathway (**Bellflower Road Pedestrian Bridge and Pathway Obligation**);
- (b) Items 1.4.1 and 1.4.2 of the Infrastructure Contribution Schedule require amongst other matters Landowner A to provide generally in the location of the Bellflower Road Pedestrian Bridge and Pathway Obligation a Land Contribution and Work Contribution for the Springhill Drive/University Way Link (**Springhill Drive/University Way Link Obligation**);

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

- (c) the Bellflower Road Pedestrian Bridge and Pathway Obligation is to be satisfied in conjunction with the satisfaction of the Springhill Drive/University Way Link Obligation.

6. Relationship to Prescribed Development Application Infrastructure Agreement

6.1 Prescribed Development Application Infrastructure Agreement

Landowner B, Reed Property Group Pty Ltd, Council and Unitywater have executed an infrastructure agreement for the Prescribed Development Application (**Prescribed Development Application Infrastructure Agreement**).

6.2 Proposed Development

The Development the subject of the Prescribed Development Application Infrastructure Agreement does not form part of the Proposed Development of the Development Land for the purposes of this document.

6.3 Provision of Infrastructure Contributions

- (a) The Development the subject of the Prescribed Development Application Infrastructure Agreement does not trigger the provision of Infrastructure Contributions under this document.
- (b) For the avoidance of doubt, the Development the subject of the Prescribed Development Application Infrastructure Agreement does not result in for the purpose of:
 - (i) Special Condition 3, an Equivalent Dwelling;
 - (ii) Special Condition 4, an Equivalent Person.

6.4 Restriction on Landowner B Claims for Infrastructure Contributions

Landowner B agrees not to seek an Infrastructure Offset, Infrastructure Refund or Infrastructure Authority Infrastructure Contribution for the value of the Land Contribution for a 30 metre wide future sub-arterial road reserve to be provided under the Prescribed Development Application Infrastructure Agreement.

7. Land included in the Community Purpose Precinct (Educational Establishment)

7.1 Development for the Community Purpose Precinct (Educational Establishment)

- (a) The Reconfiguring of a Lot of the Community Purpose Precinct (Educational Establishment) under the Structure Plan (**Educational Establishment Land**) for:
 - (i) an acquisition under the *Acquisition of Land Act 1967* (Qld), other than by a resumption agreement, is not an Approval of a Plan of Subdivision for the Development of a Development Lot to which the timing of the provision by a Landowner of an Infrastructure Contribution in the Infrastructure Contributions Schedule relates; and

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

- (ii) an acquisition under the *Acquisition of Land Act 1967* (Qld), by a resumption agreement or an acquisition by private treaty is an Approval of a Plan of Subdivision for the Development of a Development Lot to which the timing of the provision by a Landowner of an Infrastructure Contribution in the Infrastructure Contribution Schedule relates.
- (b) However, for the avoidance of doubt, the Reconfiguring of a Lot of the Educational Establishment Land does require the provision of the following Financial Contributions, albeit that the time for provision has been deferred:
 - (i) a Base Financial Contribution under Special Condition 3.8;
 - (ii) a Prescribed Financial Contribution for Water Infrastructure under Special Condition 4.6;
 - (iii) a Financial Contribution for the Land Contribution for Non-Urban open space infrastructure for ecological and landscape protection and rehabilitation purposes provided by the Council under item 5.1.1 of the Infrastructure Contribution Schedule;
 - (iv) a Financial Contribution for Non-Urban open space infrastructure for ecological and landscape protection and rehabilitation purposes provided by Landowner B under item 5.1.2 of the Infrastructure Contribution Schedule.
- (c) The start of a Use of a Lot of the Community Purposes Precinct (Educational Establishment) the subject of an acquisition under the *Acquisition of Land Act 1967* (Qld), other than by a resumption agreement, is not a start of a Use to which the timing of the provision by a Landowner of an Infrastructure Contribution in the Infrastructure Contribution Schedule relates.

7.2 Inclusion of the Educational Establishment Land under the Structure Plan

The Council acknowledges the following in relation to the inclusion of the Educational Establishment Land in the Community Purpose Precinct (Educational Establishment) under the Structure Plan:

- (a) before the Proposed Planning Instrument Amendment took effect, the unamended Structure Plan (**Unamended Structure Plan**) included only part of the Educational Establishment Land in the Community Purpose Precinct (Educational Establishment);
- (b) after the Proposed Planning Instrument Amendment took effect, the amended Structure Plan did include the Educational Establishment Land in the Community Purpose Precinct (Educational Establishment);
- (c) the Council included the Educational Establishment Land in the Community Purpose Precinct (Educational Establishment) in the amended Structure Plan upon the advice of the State government.

7.3 Investigation of Educational Establishment Land

- (a) If the State government advises the Council that all or part of the Educational Establishment Land is no longer required for the purposes of an educational establishment under the Structure Plan (**State Government Advice**), the parties

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

are to in a manner which is timely as is reasonably practical for such land no longer required:

- (i) confer with the view to reaching an agreement as to the affect, if any, on the Proposed Development and a Development Obligation under this document and the Structure Plan and Structure Plan Planning Scheme Policy of the following:
 - (A) the State Government Advice;
 - (B) the amendment of the Structure Plan to include the relevant Educational Establishment Land in the precincts applicable to the Educational Establishment Land under the Unamended Structure Plan, subject to the part of the Educational Establishment Land which was included in the Community Purpose Precinct (Educational Establishment) under the Unamended Structure Plan being included in the Mixed Density Residential Precinct;
- (ii) if the parties agree that the Proposed Development or a Development Obligation is affected by the State Government Advice, using their best endeavours, review the Proposed Development, negotiate in good faith and change this document to put the parties in as near as practical position as they would have been had it not been for the State Government Advice;
- (iii) if the parties agree that the Structure Plan or Structure Plan Planning Scheme Policy is affected by the State Government Advice, the Council, using its best endeavours and after consultation with the parties, is to consider whether it proposes to make a change to the Structure Plan or Structure Plan Planning Scheme Policy to give effect to the State Government Advice by amending the Structure Plan to include the relevant Educational Establishment Land in the precincts applicable to the Educational Establishment Land under the Unamended Structure Plan;
- (iv) invoke the dispute resolution process under **clause 16** if an agreement cannot be reached for a matter in subparagraphs (i) and (ii);
- (v) have regard to the following in relation to a matter in subparagraphs (i) to (iv):
 - (A) this document;
 - (B) the Structure Plan, Structure Plan Planning Scheme Policy and other relevant Planning Instruments;
 - (C) a Water Infrastructure Instrument;
 - (D) the intent of the parties in entering into this document as stated in the Recitals;
 - (E) the Landowner which has the benefit of any additional Development in excess of an educational establishment for the Educational Establishment Land:

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

- (1) is to be solely responsible for the provision of the corresponding increase in the Infrastructure Contributions required to service the Educational Establishment Land for any additional Development; and
- (2) is to provide to the Infrastructure Authorities the Additional Infrastructure Contributions for any additional Development for the Educational Establishment Land; and
- (3) is not entitled to change for the purposes of Special Condition 3 the Allocated Projected Demand for the Prescribed Road Infrastructure for any Projected Demand for any additional Development for the Educational Establishment Land other than for the Southern Road Link Upgrade; and
- (vi) use their reasonable endeavours to ensure that any proposed change to the Structure Plan and Structure Plan Planning Scheme Policy or the affect of the Structure Plan and Structure Plan Planning Scheme Policy is not made under the Planning Act until subparagraphs (i) to (iv) are performed and fulfilled.
- (b) The parties are to use their best endeavours to support the making of any proposed change to the Structure Plan and Structure Plan Planning Scheme Policy.

8. Alternative Southern Road Link Upgrade Investigation

8.1 Landowners to cooperate with investigation

- (a) The Landowners acknowledge that the Department of Transport and Main Roads (**Department**) proposes in consultation with the Council to carry out at the Department's cost an investigation (**Alternative Southern Road Link Upgrade Investigation**) of the road transport infrastructure which is an alternative to the provision of the Southern Road Link Upgrade (**Alternative Road Transport Infrastructure**).
- (b) The Landowners agree to cooperate with the Department and the Council in relation to the carrying out of the Alternative Southern Road Link Upgrade Investigation.

8.2 Landowners to confer and negotiate in good faith to change this document

If the Department having carried out the Alternative Southern Road Link Upgrade Investigation in consultation with the Council, determines that the Alternative Road Transport Infrastructure is to be provided, the Landowners are to in a manner which is as timely as is reasonably practicable:

- (a) confer with the Department and the Council with the view to reaching an agreement as to the affect the Department's determination has on the Proposed Development and a Development Obligation under this document and the Structure Plan and Structure Plan Planning Scheme Policy;
- (b) using their best endeavours, negotiate in good faith with the Department and the Council and change this document to reflect that the Landowner Financial

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

Contributions for the Southern Road Link Upgrade are to be used for the provision of the Alternative Road Transport Infrastructure, subject to the Landowners not being required to provide Infrastructure Contributions for road transport infrastructure the value of which exceeds that provided for in this document; and

- (c) invoke the dispute resolution process under **clause 16** if an agreement cannot be reached for a matter in paragraphs (a) and (b).

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

Schedule 3 Infrastructure Contribution Schedule

| Items in the schedule | Description of the items in the schedule | |
|-------------------------------------|--|------------|
| Infrastructure Contributions | Infrastructure Authority | |
| 1 | Road transport infrastructure | Council |
| 2 | Public transport infrastructure | |
| 3 | Bicycle and pedestrian infrastructure | |
| 4 | Urban open space infrastructure | |
| 5 | Non-urban open space infrastructure | |
| 6 | Local government community facilities infrastructure | |
| 7 | Electricity infrastructure | |
| 8 | Water supply infrastructure | Unitywater |
| 9 | Sewer infrastructure | |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

1. Road transport infrastructure

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|-------------------------------|--|---|--|---|---|
| 1.1 Claymore Road Link | | | | | |
| 1.1.1 | Work Contribution for road transport infrastructure for the Claymore Road Link intersections at Point CR-A, Point CR-B, Point CR-C, and Point CR-D as identified on Drawing 2. | The Work Contribution is to comprise the provision of work for the following: (a) Point CR-A, an upgrade of the intersection to provide a channelized right turn (CHR) treatment and an auxiliary left turn (AUL) treatment on Claymore Road; (b) Points CR-B and CR-C, the signalisation of the intersections; (c) Point CR-D, the signalisation of the intersection, unless an alternative Work Contribution is Approved by the Council. | Before the following: (a) the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in a Landowner's Area; or (b) a later time specified by the Council in an Approval. | Landowner A. | This Infrastructure Contribution is to comply with the <i>Sunshine Coast Planning Scheme 2014</i> and the Department of Main Roads "Road Planning and Design Manual". |
| 1.1.2 | Land Contribution for road transport infrastructure for the Claymore Road Link from Point CR-1 to Point CR-2 to Point CR-3 and the associated intersections as indicatively | The Land Contribution is to comprise the provision of land in a Landowner's Area for a 2 lane Sub-arterial Road as specified on Drawing 3. | Before the earlier of the following: (a) the timing specified by the Council in an Approval; or | Landowner of the relevant Area. | Not applicable. |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|-------------------------------|---|---|---|--|---|
| | identified on Drawing 2. | | (b) within 90 Calendar Days of the Council giving a Notice to the Landowner requiring the provision of the Land Contribution. | | |
| 1.1.3 | Work Contribution for road transport infrastructure for the Claymore Road Link from Point CR-1 to Point CR-2 to Point CR-3 as indicatively identified on Drawing 2. | <p>The Work Contribution is to comprise the provision of work for a 2 lane Sub-arterial Road as specified on Drawing 3.</p> <p>The Work Contribution for:</p> <p>(a) Point CR-1 to Point CR-2 is to comply with the typical cross sections in Figure SC6.20D and Figure SC20E of the Structure Plan Planning Scheme Policy; and</p> <p>(b) Point CR-2 to Point CR-3 is to comply with the typical cross section in Figure SC6.20C of the Structure Plan Planning Scheme Policy.</p> | Before the earlier of, the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in a Landowner's Area, which is serviced by the Work Contribution. | Landowner A. | This Infrastructure Contribution is to comply with the <i>Sunshine Coast Planning Scheme 2014</i> and the Department of Main Roads "Road Planning and Design Manual". |
| 1.2 Southern Road Link | | | | | |
| 1.2.1 | Land Contribution for road transport infrastructure for the Southern Road Link from Point SR-1 to Point SR-2 to | The Land Contribution is to comprise the provision of land in a Landowner's Area for a 4 lane Sub-arterial Road as specified | Before the earlier of the following: (a) the timing specified by | Landowner of the relevant Area. | Not applicable. |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|------------------|--|--|---|--|---|
| | Point SR-3 as indicatively identified on Drawing 2. | on Drawing 3. | <p>the Council in an Approval; or</p> <p>(b) the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in a Landowner's Area, which is to be serviced by the road transport infrastructure to which the Land Contribution relates; or</p> <p>(c) within 90 Calendar Days of the Council giving a Notice to the Landowner requiring the provision of the Land Contribution.</p> | | |
| 1.2.2 | Land Contribution for road transport infrastructure for the Southern Road Link from Point SR-3 to Point SR-4 as indicatively identified on Drawing 2 and the associated intersections. | The Land Contribution is to comprise the provision of land external to the Development Land for a 4 lane Sub-arterial Road as specified on Drawing 3 and the associated intersections. | Before the timing specified for the provision of the Work Contribution to which the Land Contribution relates to enable the provision of the Work Contribution. | Landowner A. | Not applicable. |
| 1.2.3 | Work Contribution for road transport infrastructure for the Southern Road Link from | The Work Contribution is to comprise the provision of work for: | <p>The Work Contribution is to be:</p> <p>(a) substantially commenced</p> | Landowner A. | In accordance with clause 13.8 the Council is under no obligation to give an |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|------------------|--|--|--|--|---|
| | <p>Point SR-1 to Point SR-2 to Point SR-3 to Point SR-4 as indicatively identified on Drawing 2.</p> | <p>(a) a 2 lane Sub-arterial Road as specified on Drawing 3, from Point SR-1 to Point SR-2 to Point SR-3 to Point SR-4;</p> <p>(b) a signalised intersection at Point SR-1.</p> <p>The Work Contribution for:</p> <p>(a) Point SR-1 to Point SR-2 to Point SR-3 is to comply with the typical cross section for "Phase 1" in Figure SC6.20F of the Structure Plan Planning Scheme Policy; and</p> <p>(b) Point SR-3 to Point SR-4 is to comply with the typical cross section for "Phase 1" in Figure SC6.20G and Figure SC6.20H of the Structure Plan Planning Scheme Policy.</p> | <p>within 3 months after traffic volumes using the Claymore Road Link (measured immediately south of the Sippy Creek crossing) exceed 18,000 vehicle movements per Business Day (over a continuous 30 day period); and</p> <p>(b) completed before the earlier of the following:</p> <p>(i) the traffic volumes using the Claymore Road Link (measured immediately south of the Sippy Creek crossing) exceed 22,000 vehicle movements per Business Day (over a continuous 30 day period) (Completion Vehicle Trigger); or</p> <p>(ii) an Approval for the Reconfiguring or Material Change of Use for the 4000th</p> | | <p>Approval for Development in the Structure Plan Area, if the provision of the Work Contribution which has been triggered has not been satisfied.</p> <p>The Landowners are to ensure that the Development Land is not further Developed for Reconfiguring or a Material Change of Use for Development of a Development Lot, if the Completion Vehicle Trigger has been exceeded and the Work Contribution has not been provided.</p> <p>This Infrastructure Contribution is to comply with the <i>Sunshine Coast Planning Scheme 2014</i> and the Department of Main Roads "Road Planning and Design Manual".</p> |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|---|---|--|---|--|--|
| | | | Equivalent Dwelling in the Structure Plan Area. | | |
| 1.3 Southern Road Link Upgrade | | | | | |
| 1.3.1 | Work Contribution for road transport infrastructure for the Southern Road Link from Point SR-1 to Point SR-2 to Point SR-3 to Point SR-4 as indicatively identified on Drawing 2. | The Work Contribution is to comprise the provision of work for an additional 2 lanes on the Sub-arterial Road as specified on Drawing 3. The Work Contribution for: (a) Point SR-1 to Point SR-2 to Point SR3 is to comply with the typical cross section for “Phase 2” in Figure SC6.20F of the Structure Plan Planning Scheme Policy; and (b) Point SR-3 to Point SR-4 is to comply with the typical cross section for “Phase 2” in Figure SC6.20G and Figure SC6.20H of the Structure Plan Planning Scheme Policy. | The Work Contribution is to be: (a) substantially commenced before an Approval for the Reconfiguring or Material Change of Use for the 6200 th Equivalent Dwelling in the Structure Plan Area; and (b) completed before an Approval for the Reconfiguring or Material Change of Use for the 6500 th Equivalent Dwelling in the Structure Plan Area. | Landowner A. | In accordance with clause 13.8 the Council is under no obligation to give an Approval for Development in the Structure Plan Area, if the provision of the Work Contribution which has been triggered has not been satisfied. This Infrastructure Contribution is to comply with the <i>Sunshine Coast Planning Scheme 2014</i> and the Department of Main Roads “Road Planning and Design Manual”. |
| 1.4 Springhill Drive/University Way Link | | | | | |
| 1.4.1 | Land Contribution and Work Contribution for road transport | The Infrastructure Contribution is to comprise the provision of | The Work Contribution is to | Landowner A. | In accordance with clause 13.8 the Council is under |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|------------------|--|--|--|--|---|
| | <p>infrastructure for the Springhill Drive/University Way Link from Point SD-1 to Point SD-2 to SD-3 and the associated intersections as indicatively identified on Drawing 2.</p> | <p>land and work for the following:</p> <ul style="list-style-type: none"> (a) a District Collector Street as specified on Drawing 3; (b) an intersection at Point SD-1, to provide a channelized right turn (CHR) treatment and an auxiliary left turn (AUL) treatment; (c) a signalised intersection at Point SD-3. | <p>be:</p> <ul style="list-style-type: none"> (a) substantially commenced before the Approval for the Reconfiguring or Material Change of Use for the 4750th Equivalent Dwelling in the Structure Plan Area; (b) completed before the Approval for the Reconfiguring or Material Change of Use for the 5000th Equivalent Dwelling Unit in the Structure Plan Area; and (c) provided such that there is no connection between Point SD-1 to Point SD-2 before the Southern Road Link in item 1.2.3 is provided. <p>The Land Contribution is to be provided before the timing specified for the provision of the Work Contribution to which the Land Contribution relates to enable the provision of the Work Contribution.</p> | | <p>no obligation to give an Approval for Development in the Structure Plan Area, if the provision of the Work Contribution which has been triggered has not been satisfied.</p> <p>This Infrastructure Contribution is to comply with the <i>Sunshine Coast Planning Scheme 2014</i> and the Department of Main Roads "Road Planning and Design Manual".</p> <p>The Bellflower Road Pedestrian Bridge and Pathway obligation specified in Special Condition 5 is to be satisfied in conjunction with the satisfaction of this Infrastructure Contribution, if Landowner A has complied in all respects with the Bellflower Infrastructure Agreement including the rehabilitation of the Sippy Creek southern channel before the Approval of a Plan of</p> |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|---|--|--|---|--|---|
| | | | | | Subdivision of a Development Lot in Area A. |
| 1.4.2 | Work Contribution for road transport infrastructure for the Springhill Drive/University Way Link intersections at Point SD-A and Point SD-B as identified on Drawing 2. | <p>The Work Contribution is to comprise the provision of work for the following:</p> <ul style="list-style-type: none"> (a) for Point SD-A, an upgrade of the existing signalised intersection to provide extra queuing capacity for all turning movements; (b) for Point SD-B, the signalisation of the intersection. | Before the provision of the Infrastructure Contribution for the Springhill Drive/University Way Link from Point SD-1 to Point SD-2 as indicatively identified on Drawing 2. | Landowner A. | This Infrastructure Contribution is to comply with the <i>Sunshine Coast Planning Scheme 2014</i> and the Department of Main Roads "Road Planning and Design Manual". |
| 1.5 Road to accommodate a future public transport corridor | | | | | |
| 1.5.1 | Land Contribution for road transport infrastructure comprising a road to accommodate a future local public transport corridor from Point PT-1 to Point PT-2 to Point CR-3 as indicatively identified on Drawing 2. | The Land Contribution is to comprise the provision of land in Area A for road transport infrastructure to accommodate a future local public transport corridor as specified on Drawing 3, from Point PT-1 to PT-2 to Point CR-3. | <p>Before the earlier of the following:</p> <ul style="list-style-type: none"> (a) the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in Area A; or (b) the timing specified by the Council in an Approval; or (c) within 90 Calendar Days of the Council giving a | Landowner A. | Not applicable. |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|--|---|---|---|--|---|
| | | | Notice to the Landowner requiring the provision of the Land Contribution. | | |
| 1.6 Western Service Road | | | | | |
| 1.6.1 | Land Contribution and Work Contribution for road transport infrastructure within Area A comprising a road from the Springhill Drive/University Way Link to the Landscape Protection and Enhancement Sub-precinct to the south of the District Sports Park DS1 to accommodate a future connection to the Western Service Road through the Landscape Protection and Enhancement Sub-precinct. | The Infrastructure Contribution is to comprise the provision of land and work in Area A for road transport infrastructure for a District Collector Street. For the avoidance of doubt, the Infrastructure Contribution does not require Land or Work in the Landscape Protection and Enhancement sub-precinct. | Before the earlier of the following: (a) the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in Area A which is to be serviced by the road transport infrastructure; or (b) in conjunction with the provision of District Sports Park DS1-1. | Landowner A. | This Infrastructure Contribution is to comply with the <i>Sunshine Coast Planning Scheme 2014</i> and the Department of Main Roads "Road Planning and Design Manual". |
| 1.7 Road transport infrastructure generally | | | | | |
| 1.7.1 | Land Contribution and Work Contribution for road transport infrastructure in a Landowner's Area where not otherwise specified. | The Infrastructure Contribution is to comprise the provision of land and work in a Landowner's Area for road transport infrastructure specified in an Approval. | Before the following: (a) the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in a Landowner's Area, which is to be serviced by the | Landowner of the relevant Area. | This Infrastructure Contribution is to comply with the <i>Sunshine Coast Planning Scheme 2014</i> and the Department of Main Roads "Road Planning and Design Manual". |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|------------------|---|---|---|--|-----------------------------------|
| | | | road transport infrastructure; or (b) a later time specified by the Council in an Approval. | | |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

2. Public transport infrastructure

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|--|--|--|---|--|---|
| 2.1 Major Transit Station | | | | | |
| 2.1.1 | Land Contribution for public transport infrastructure for the Major Transit Station as indicatively identified on Drawing 2. | The Land Contribution is to comprise the provision of land in Area A for the Major Transit Station which complies with the following: (a) two areas of 900m ² within the District Activity Centre in addition to other Infrastructure Contributions; (b) in a location which is specified by the Council in a Development Approval. | Before the earlier of the following: (a) the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in the District Activity Centre; or (b) within 90 Calendar Days of the Council giving a Notice to the Landowner requiring the provision of the Land Contribution. | Landowner A. | Landowner A is to ensure that an Application for a Development Approval for the District Activity Centre is to make provision for the Major Transit Station. |
| 2.2 Local public transport services | | | | | |
| 2.2.1 | Financial Contribution for local public transport services being the operation of a local bus service to service the Proposed Development. | The Financial Contribution is: (a) \$250,000 for Landowner B; (b) \$250,000 for Landowner C. | The Financial Contribution for Landowner B and Landowner C are to be paid as follows: (a) \$50,000, before the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in a Landowner's Area; | Landowner B and Landowner C. | The Council is to provide the Financial Contribution from Landowner B and Landowner C to Landowner A to provide the Work Contribution for the operation of a local bus service to service the Proposed Development. |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|------------------|---|--|--|--|--------------------------------|
| | | | (b) \$50,000 on the anniversary of the payment under paragraph (a) for a period of four years. | | |
| 2.2.2 | Work Contribution for local public transport services being the operation of a local bus service to service the Proposed Development. | <p>The Work Contribution is to comprise the provision of work being the provision of a local bus service in accordance with the following:</p> <ul style="list-style-type: none"> (a) an operator of a bus service is to be engaged to provide the local bus service until the earlier of the following: <ul style="list-style-type: none"> (i) when a public transport service is established by the relevant Authority to service the Proposed Development; (ii) the cost of the local bus service has reached \$2,000,000; (b) the local bus service is to provide a connection between the Proposed Development and the | Before the start of a Use for Development of a Development Lot in the Development Land. | Landowner A | Not applicable |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|------------------|---|---|--|--|--------------------------------|
| | | <p>following:</p> <ul style="list-style-type: none"> (i) the closest established Major Activity Centre; (ii) the public transport service network outside the Structure Plan Area; (c) an effective local bus service strategy is prepared in consultation with the Council and consented to by the Council three months prior to the provision of the local bus service and is regularly reviewed in consultation with the Council at intervals of not less than 6 months; (d) when engaging the operator of the local bus service, the Landowner is to inform the operator that the engagement does not confer any rights on the operator to provide a continuation of the service after a public transport service is established by the relevant Authority to service | | | |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|------------------|---|--|--|--|--------------------------------|
| | | <p>the Proposed Development;</p> <p>(e) subject to the local bus service strategy prepared in accordance with paragraph (c), where practicable the route of the local bus service must be no more than 400 metres from 95% of the Dwellings in the Proposed Development and must service predominant land use areas in the Proposed Development including retail and commercial, business and industrial, open space and community use areas;</p> <p>(f) a statement of expenditure is to be given to the Council every six months after the provision of the local bus service has commenced.</p> | | | |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|--|--|---|--|--|--------------------------------|
| 2.3 Public transport infrastructure generally | | | | | |
| 2.3.1 | Land Contribution and Work Contribution for public transport infrastructure in a Landowner's Area where not otherwise specified. | The Infrastructure Contribution is to comprise the provision of land and work in a Landowner's Area for public transport infrastructure specified in an Approval. | Before the following: (a) the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in a Landowner's Area, which is to be serviced by the public transport infrastructure; or (b) a later time specified by the Council in an Approval. | Landowner of the relevant Area. | Not applicable. |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

3. Bicycle and pedestrian infrastructure

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|--|--|---|---|--|--|
| 3.1 Dedicated Bicycle and Pedestrian Corridor | | | | | |
| 3.1.1 | Land Contribution and Work Contribution for the Dedicated Bicycle and Pedestrian Corridor from Point AT-2 to Point AT-3 as indicatively identified on Drawing 2. | The Infrastructure Contribution is to comprise the provision of land and work in Area A for the Dedicated Bicycle and Pedestrian Corridor as specified on Drawing 3 which is to include a pathway of a minimum width of 3m. | Before the earlier of the following: (a) the timing specified by the Council in an Approval of adjacent land in Area A; or (b) the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development for the 1000 th Equivalent Dwelling in the Structure Plan Area. | Landowner A | The 10 metre wide reserve for the Dedicated Bicycle and Pedestrian Corridor specified on Drawing 3 where provided in the Urban open space and Non-urban open space as specified on Drawing 6 is not to result in an additional Land Contribution for Urban open space infrastructure or Non-urban open space infrastructure. |
| 3.1.2 | Work contribution for a dedicated bicycle and pedestrian bridge over Sippy Creek from Point AT-1 to Point AT-2 as indicatively identified on Drawing 2. | This Infrastructure Contribution is to comprise the provision of work for a dedicated bicycle and pedestrian bridge in accordance with the following: (a) to be a minimum width of 4 metres; (b) to provide immunity for an ARI 20 flood event; (c) to ensure no adverse flooding impacts. | Before the earlier of the following: (a) the timing specified by the Council in an Approval of adjacent land in Area A; or (b) the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development for the 1000 th Equivalent | Landowner A. | Not applicable. |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|---|---|---|---|--|--------------------------------|
| | | | Dwelling in the Structure Plan Area. | | |
| 3.2 Identified Bicycle and Pedestrian Infrastructure | | | | | |
| 3.2.1 | Land Contribution and Work Contribution for bicycle and pedestrian infrastructure as conceptually identified on Other Plans Map OPM P10 (Palmview Master Planned Area Bicycle and Pedestrian Infrastructure Network) of the Structure Plan. | This Infrastructure Contribution is to comprise the provision of land and work in a Landowner's Area in accordance with Other Plans Map OPM P10 (Palmview Master Planned Area Bicycle and Pedestrian Infrastructure Network). | Before the earlier of the following: (a) the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in a Landowner's Area, which is to be serviced by the bicycle and pedestrian infrastructure; or (b) for a Land Contribution only, within 90 Calendar Days of the Council giving a Notice to the Landowner requiring the provision of the Land Contribution. | Landowner of the relevant Area. | Not applicable. |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|--|--|---|--|--|--------------------------------|
| 3.3 Bicycle and pedestrian infrastructure generally | | | | | |
| 3.3.1 | Land Contribution and Work Contribution for bicycle and pedestrian infrastructure in a Landowner's Area where not otherwise specified. | The Infrastructure Contribution is to comprise the provision of land and work in a Landowner's Area for bicycle and pedestrian infrastructure specified in an Approval. | Before the following: (a) the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in a Landowner's Area, which is to be serviced by the bicycle and pedestrian infrastructure; or (b) a later time specified by the Council in an Approval. | Landowner of the relevant Area. | Not applicable. |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

4. Urban open space infrastructure

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|--|--|---|--|--|--------------------------------|
| 4.1 Land Contribution and Work Contribution for urban open space infrastructure | | | | | |
| 4.1.1 | Land Contribution and Work Contribution for urban open space infrastructure as indicatively identified on Other Plans Map OPM 11 (Palmview Master Planned Area Urban Open Space Infrastructure Network) of the Structure Plan. | <p>The Infrastructure Contribution is to comprise the provision of the following land and work in a Landowner’s Area for urban open space infrastructure in accordance with the following:</p> <p>(a) land as specified on Other Plans Map OPM P11 (Palmview Master Planned Area Urban Open Space Infrastructure Network) of the Structure Plan; and</p> <p>(b) work as specified in the Palmview Structure Plan Planning Scheme Policy to the following value for:</p> <p>(i) Local Recreation Park – \$808,004;</p> <p>(ii) District Recreation Park (Town Park) TP – \$925,153;</p> <p>(iii) District Recreation Park – \$2,754,160;</p> <p>(iv) Regional Recreation</p> | <p>(a) For Urban open space infrastructure in Area A for the following:</p> <p>(i) Local Recreation Park, the provision of 1 hectare of park, before the earlier of the Approval of a Plan of Subdivision or the start of a Use, for the Development of every multiple of 400 Dwellings in Area A;</p> <p>(ii) District Recreation Park (Town Park) TP, before the start of a Use in the District Activity Centre;</p> <p>(iii) District Recreation Park DR1, before the earlier of the Approval of a Plan of Subdivision or the</p> | Landowner of the relevant Area. | Not applicable. |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|------------------|---|--|--|--|--------------------------------|
| | | Park RR1-1 – \$2,775,918; (v) Regional Recreation Park RR1-2 – \$1,672,668; (vi) District Sports Park DS1-1– \$2,668,943; (vii) District Sports Park DS1-2 - \$2,668,943; (viii) District Sports Park DS2 - \$5,337,886. | start of a Use, for the Development of the 1600 th Dwelling in Area A; (iv) District Recreation Park DR2, before the earlier of the Approval of a Plan of Subdivision or the start of a Use, for the Development of the 3200 th Dwelling in Area A; (v) Regional Recreation Park RR1-1, before the earlier of the Approval of a Plan of Subdivision or the start of a Use, for the Development of the 2500 th Dwelling in Area A; (vi) District Sports Park DS1-1 (being 50% of DS1), before the earlier of the Approval of a Plan of Subdivision or the start of a Use, for | | |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|------------------|---|---|--|--|--------------------------------|
| | | | <p>the Development of the 400th Dwelling in Area A;</p> <p>(vii) District Sports Park DS1-2 (being 50% of DS2), before the earlier of the Approval of a Plan of Subdivision or the start of a Use, for the Development of the 4000th Dwelling in Area A.</p> <p>(b) For Urban open space infrastructure in Area B for the following:</p> <p>(i) Local Recreation Park, the provision of 1 hectare of park before the earlier of the Approval of a Plan of Subdivision or the start of a Use, for the Development of every multiple of 400 Dwellings in Area B;</p> <p>(ii) the Land Contribution for</p> | | |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|------------------|---|---|--|--|--------------------------------|
| | | | <p>Regional Recreation Park, RR1-2, before the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in Area B;</p> <p>(iii) the Work Contribution for Regional Recreation Park, RR1-2, before the earlier of the Approval of a Plan of Subdivision or the start of a Use, for the earlier of the following:</p> <p>(A) Development of the 150th Development Lot in Area B; or</p> <p>(B) Development of a Development Lot in Area B immediately</p> | | |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|------------------|---|---|---|--|--------------------------------|
| | | | <p>after the transfer of a Lot in the Community Purposes Precinct (Educational Establishment), to a person other than the State government.</p> <p>(c) For Urban open space infrastructure in Area C for the following:</p> <ul style="list-style-type: none"> (i) Local Recreation Park, before the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in Area C; (ii) further Local Recreation Park, the provision of 1 hectare of park before the earlier of | | |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|------------------|---|---|--|--|--------------------------------|
| | | | <p>the Approval of a Plan of Subdivision or the start of a Use, for the Development of every multiple of 400 Dwellings in Area C;</p> <p>(iii) District Recreation Park DR3, prior to the Approval of a Plan of Subdivision or the start of a Use, for the Development of the 750th Dwelling in Area C;</p> <p>(iv) District Sports Park DS2, prior to the later of the following:</p> <p>(A) the earlier of the Approval of a Plan of Subdivision or the start of a Use, for the Development of the 2000th Dwelling in the Structure Plan Area;</p> | | |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|--|---|--|---|--|--|
| | | | <p>(B) the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in Area C.</p> <p>(d) For a Land Contribution only for urban open space, infrastructure in Area A, Area B or Area C, a time earlier than that relevantly stated in paragraphs (a), (b) and (c) which is within 90 Calendar Days of the Council giving a Notice to the Landowner requiring the provision of the Land Contribution.</p> | | |
| 4.2 Financial Contribution for embellishment of District Sports Park DS-2 | | | | | |
| 4.2.1 | Financial Contribution for Urban open space infrastructure for the Work Contribution for the embellishment of District Sports Park DS-2 to be | The Financial Contribution is \$2,170 per Dwelling for Development in Area B up to a maximum of 957 Dwellings. | Before the earlier of, the Approval of a Plan of Subdivision or the start of a Use, for Development of a Dwelling in the relevant | Landowner B. | The Council is to promptly upon receipt by the Council provide the Financial Contribution from |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|--------------------------|---|--|---|---|--|
| | provided by Landowner C. | | Landowner's Area. | | Landowner B to Landowner C. |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

5. Non-urban open space infrastructure

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|---|---|--|---|--|--------------------------------|
| 5.1 Ecological and landscape protection and rehabilitation | | | | | |
| 5.1.1 | Financial Contribution for the Land Contribution for Non-urban open space infrastructure for ecological and landscape protection and rehabilitation purposes provided by the Council. | The Financial Contribution is \$992 per Equivalent Dwelling for Development in Area A and Area C. | For the Educational Establishment Land to which Special Condition 7 applies which has been acquired under the <i>Acquisition of Land Act 1967</i> (Qld), other than by a resumption agreement – before the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of the first Dwelling in the relevant Landowner's Area. For all other Development Land in Area A and Area C – before the earlier of, the Approval of a Plan of Subdivision or the start of a Use, for Development in the relevant Landowner's Area. | Landowner A and Landowner C. | Not applicable. |
| 5.1.2 | Financial Contribution for Non-urban open space infrastructure for ecological and landscape protection and rehabilitation purposes | The Financial Contribution is \$363 (which is not to be indexed) per Equivalent Dwelling for Development in Area A and Area C. | For the Educational Establishment Land to which Special Condition 7 applies which has been acquired under the <i>Acquisition of Land</i> | Landowner A and Landowner C. | Not applicable. |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|------------------|---|--|--|--|--|
| | provided by Landowner B. | | <p><i>Act 1967 (Qld)</i>, other than by a resumption agreement – before the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of the first Dwelling in the relevant Landowner's Area.</p> <p>For all other Development Land in Area A and Area C – before the earlier of, the Approval of a Plan of Subdivision or the start of a Use, for Development in the relevant Landowner's Area.</p> | | |
| 5.1.3 | Land Contribution and Work Contribution for ecological and landscape protection and rehabilitation of the non-urban open space infrastructure as specifically identified on Other Plans Map OPM P12 (Palmview Master Planned Area Non-urban Open Space Infrastructure Network) of the Structure Plan. | <p>The Infrastructure Contribution is to comprise the provision of land and work for ecological and landscape protection and rehabilitation in accordance with the following:</p> <p>(a) for the Land Contribution, the land required for ecological and landscape protection and rehabilitation as specified on Other Plans Map OPM P12 (Palmview Master Planned Area Non-urban</p> | <p>(a) For Landowner A:</p> <p>(i) 48.28 hectares of non-urban open space infrastructure is to be provided before the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of a Developed Lot for land in excess of 36.3 hectares of Chargeable Area in</p> | Landowner of the relevant area. | <p>The Council is to upon the provision by Landowner B of the Land Contribution in excess of the minimum requirements for Area B stated in Other Plans Map OPM P12 (Palmview Master Planned Area Non-urban Open Space Infrastructure Network) of the Structure Plan; pay to Landowner B:</p> <p>(a) the Financial Contributions received</p> |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|------------------|---|--|---|--|---|
| | | <p>Open Space Infrastructure Network) of the Structure Plan, which is to be provided as follows:</p> <ul style="list-style-type: none"> (i) for Development up to the minimum number of Dwellings: <ul style="list-style-type: none"> (A) at a minimum rate of 1.33 hectares per hectare of Chargeable Area; and (B) in parcels which are a minimum of 10 hectares that are contiguous with an ecological and landscape protection and rehabilitation area that is an existing remnant or completed area of habitat restoration, unless otherwise stated in an | <p>Area A;</p> <ul style="list-style-type: none"> (ii) the balance of the non-urban open space infrastructure at the minimum rate and minimum size, before the following: <ul style="list-style-type: none"> (A) the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in Area A; or (B) a later time specified by the Council in an Approval. (b) For Landowner B: <ul style="list-style-type: none"> (i) 10.64 hectares of non-urban open space infrastructure is to be provided, before the earlier of the Approval of a | | <p>by the Council under item 5.1.2 as at that time;</p> <ul style="list-style-type: none"> (b) the Financial Contribution received by the Council after the time in paragraph (a), annually. <p>For the purposes of this item, Chargeable Area has the meaning in Special Condition 3.6(a)(i).</p> |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|------------------|---|---|---|--|--------------------------------|
| | | <p>Approval or Notice given by the Council to a Landowner;</p> <p>(ii) for Development beyond the minimum number of Dwellings, the balance of the Land Contribution;</p> <p>(b) for the Work Contribution, the work required by the Structure Plan.</p> | <p>Plan of Subdivision or the start of a Use, for Development of a Development Lot for land in excess of 8 hectares of Chargeable Area in Area B excluding the land referred to in subparagraph (ii);</p> <p>(ii) for the non-urban open space infrastructure for any Educational Establishment Land to which Special Condition 7 applies which has been acquired under the <i>Acquisition of Land Act 1967</i> (Qld), other than by a resumption agreement, at the minimum rate and minimum area, before 3 years after the registration of the Plan of Subdivision for the</p> | | |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|------------------|---|---|--|--|--------------------------------|
| | | | Educational Establishment Land; (iii) the balance of the non-urban open space infrastructure at the minimum rate and minimum area, before the following: (A) the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in Area B; or (B) a later time specified by the Council in an Approval. (c) For Landowner C: (i) 13.7 hectares of non-urban open space infrastructure is to be provided before the earlier of | | |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|------------------|---|---|--|--|--------------------------------|
| | | | <p>the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot for land in excess of 10.3 hectares of Chargeable Area in Area C excluding the land referred to in subparagraph (ii);</p> <p>(ii) for the non-urban open space infrastructure for any Educational Establishment Land to which Special Condition 7 applies which has been acquired under the <i>Acquisition of Land Act 1967</i> (Qld), other than by a resumption agreement, at the minimum rate and minimum area, before 3 years after the registration of the Plan of</p> | | |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|------------------|--|---|---|--|--------------------------------|
| | | | Subdivision for the Educational Establishment Land; (iii) the balance of the non-urban open space infrastructure at the minimum rate and minimum area for development not specified in subparagraph (i), before the following: (A) the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in Area C; or (B) a later time specified by the Council in an Approval. | | |
| 5.1.4 | Land Contribution and Work Contribution for the Scenic | The Infrastructure Contribution is to comprise the provision of | The Infrastructure Contribution is to be provided in 2 parcels: | Landowner A | Not applicable |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|---------------------------------|---|---|--|--|--------------------------------|
| | <p>Amenity and Highway Acoustic Buffer specifically identified on Other Plans Map OPM P12 (Palmview Master Planned Area Non-urban Open Space Infrastructure Network) of the Structure Plan.</p> | <p>land and work for the Scenic Amenity and Highway Acoustic Buffer in accordance with the following:</p> <p>(a) for the Land Contribution, the land required for the Scenic Amenity and Highway Acoustic Buffer as specified on Other Plans Map OPM P12 (Palmview Master Planned Area Non-urban Open Space Infrastructure Network) of the Structure Plan;</p> <p>(b) for the Work Contribution, the Work required by the Structure Plan.</p> | <p>(a) the land north of the south west corner of the District Sports Park DS1, before the Completion of the bulk earthworks for the adjacent land to the north of District Sports Park DS1 and east of the Scenic Amenity and Highway Acoustic Buffer;</p> <p>(b) the land south of the south west corner buffer of the District Sports Park DS2, before the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot south of the southern boundary of the District Sports Park DS1.</p> | | |
| 5.2 Environmental offset | | | | | |
| 5.2.1 | <p>Land Contribution and Work Contribution for non-urban open space infrastructure to offset an adverse impact by the Development of infrastructure in accordance</p> | <p>The Infrastructure Contribution is to comprise the provision of land and work for non-urban space infrastructure which is:</p> <p>(a) in the Structure Plan Area or external to the Structure</p> | <p>Before the following:</p> <p>(a) the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot, which is to be serviced by</p> | <p>Landowner carrying out the Development.</p> | <p>Not applicable.</p> |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|--------------------------|---|--|--|---|--|
| | <p>with the Structure Plan upon:</p> <p>(a) an ecologically important area specifically identified on Other Plans Map OPM P2(b) (Palmview Master Planned Area Ecologically Important Areas) of the Structure Plan; or</p> <p>(b) ecological and landscape protection and rehabilitation of the non-urban open space infrastructure network specifically identified on Other Plans Map OPM P12 (Palmview Master Planned Area Non-urban Open Space Infrastructure Network) of the Structure Plan.</p> | <p>Plan Area; and</p> <p>(b) not specifically identified as non-urban open space infrastructure on Other Plans Map OPM P12 (Palmview Master Planned Area Non-urban Open Space Infrastructure Network) of the Structure Plan.</p> | <p>infrastructure which has an adverse impact upon an ecologically important area or the ecological and landscape protection and rehabilitation of the Non-urban Open Space Infrastructure Network;</p> <p>(b) a later time specified by the Council in an Approval.</p> | | |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|--------------------------|---|--|---|---|--|
| 5.2.2 | Financial Contribution in lieu of the Land Contribution and Work Contribution for non-urban open space infrastructure to offset an adverse impact by the Development of the infrastructure. | The Financial Contribution is \$102,000 per hectare of the Land Contribution and Work Contribution not provided. | Before the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development which is to be serviced by which has an adverse impact upon an ecologically important area or the ecological and landscape protection and rehabilitation of the Non-urban Open Space Infrastructure Network. | Landowner carrying out the Development. | Not applicable. |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

6. Local government community facilities infrastructure

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|---|---|---|--|--|---|
| 6.1 Financial Contribution for the Development of local government community facilities infrastructure | | | | | |
| 6.1.1 | Financial Contribution for the Development of local government community facilities infrastructure. | The Financial Contribution is \$1,500 per Dwelling for Development in a Landowner's Area. | Before the earlier of, the Approval of a Plan of Subdivision or the start of a Use, for Development of a Dwelling in a Landowner's Area. | Landowner carrying out the Development. | The Financial Contribution is to be deposited by the Council into the Palmview Community Facilities Account in accordance with Special Condition 1. |
| 6.2 Land Contribution for local government community facilities infrastructure | | | | | |
| 6.2.1 | Land Contribution for the following local government community facilities infrastructure as indicatively identified on Other Plans Map OPM P13 (Palmview Master Planned Area Community Facilities Infrastructure Network) of the Structure Plan: (a) district community facility; (b) local community facilities; (c) local government depot; (d) multi purpose aquatic facility. | The Land Contribution is to comprise the provision of land in a Landowner's Area for the local government community facilities infrastructure as specified on Other Plans Map OPM P13 (Palmview Master Planned Area Community Facilities Infrastructure Network) of the Structure Plan. | Before the earlier of the following: (a) the timing specified by the Council in an Approval; or (b) the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in a Landowner's Area, which is to be serviced by the Development of the local government community facilities infrastructure to which the Land Contribution relates; or (c) within 90 Calendar Days | Landowner of the relevant Area. | Not applicable. |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|------------------|---|---|--|--|--------------------------------|
| | | | of the Council giving a Notice to the Landowner requiring the provision of the Land Contribution. | | |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

7. Electricity infrastructure network

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|---|---|---|---|--|---|
| 7.1 Electricity Substation | | | | | |
| 7.1.1 | Land Contribution for electricity infrastructure for an electricity substation as indicatively identified on Other Plans Map OPM P14 (Palmview Master Planned Area Electricity Infrastructure Network) of the Structure Plan. | The Land Contribution is to comprise the provision of land in Area C of 0.5 hectares for an electricity substation as specified on Other Plans Map OPM P14 (Palmview Master Planned Area Electricity Infrastructure Network) of the Structure Plan. | Before the earlier of the following: (a) the timing specified by the Council in an Approval; or (b) within 90 Calendar Days of the Council giving a Notice to the Landowner requiring the provision of the Land Contribution. | Landowner C. | This Development Obligation exists for the benefit of the applicable electricity infrastructure entity. The Council is to provide the Land Contribution to the applicable electricity infrastructure entity. This Land Contribution is not to be located within Land to be provided for Urban Open Space Infrastructure or Non-Urban Open Space Infrastructure. |
| 7.2 Electricity infrastructure generally | | | | | |
| 7.2.1 | Land Contribution and Work Contribution for electricity infrastructure in a Landowner's Area where not otherwise specified. | The Infrastructure Contribution is to comprise the provision of land and work in a Landowner's Area for electricity infrastructure specified in an Approval. | Before the following: (a) the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in a Landowner's Area, which is to be serviced by the | Landowner of the relevant Area. | Not applicable. |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|------------------|---|---|--|--|--------------------------------|
| | | | electricity infrastructure; or (b) a later time specified by the Council in an Approval. | | |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

8. Water supply infrastructure network

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|--|---|--|---|---|--|
| 8.1 East-West Connection Water Main | | | | | |
| 8.1.1 | Land Contribution for Water Supply Infrastructure for a water main from Point W1 to Point W2 to Point W3 indicatively identified on Drawing 4. | The Land Contribution is to comprise the provision of the following: (a) from Point W1 to Point W2 as specified on Drawing 4, a corridor for Water Supply Infrastructure within the land for the Claymore Road Link; (b) from Point W2 to Point W3 as specified on Drawing 4, an easement of 4 metres if not otherwise located in a local government road. | Before the earlier of the following: (a) the timing specified by Unitywater in an Approval or the Water Infrastructure Plan; or (b) the timing specified for the provision of the Work Contribution to which the Land Contribution relates to enable the provision of the Work Contribution; or (c) within 90 Calendar Days of Unitywater giving a Notice to the Landowner requiring the provision of the Land Contribution. | Landowner of the relevant Area in which the Land Contribution is located. | Not applicable. |
| 8.1.2 | Work Contribution for Water Supply Infrastructure for a water main from Point W1 to Point W2 to Point W3 as indicatively identified on Drawing 4. | The Work Contribution is to comprise the provision of work for the following: (a) a water main of varying diameter from Point W1 to Point W2 to Point W3 as specified on Drawing 4; | Before the earlier of, the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in the Structure Plan Area. | Landowner of the relevant Area in which the Proposed Development requiring the provision of the Work Contribution is located. | A Landowner is to ensure that their Area is not Developed for Reconfiguring or a Material Change of Use for Development of a Development Lot until this Work Contribution is |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|--|---|---|---|--|-----------------------------------|
| | | (b) pipes, valves, flowmeters, connections, power supply and all other works necessary to operate the water main. | | | provided. |
| 8.2 Water Supply Infrastructure generally | | | | | |
| 8.2.1 | Land Contribution and Work Contribution for Water Supply Infrastructure in a Landowner's Area other than the East-West Connection Water Main. | The Infrastructure Contribution is to comprise the provision of land and work for Water Supply Infrastructure in a Landowner's Area comprising the following: (a) the land and work specified in an Approval or the Water Infrastructure Plan; (b) for a Land Contribution, an easement of a minimum width of 4 metres if not otherwise located in a local government road. | Before the earlier of the following: (a) the timing specified by Unitywater in an Approval or the Water Infrastructure Plan; or (b) the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in a Landowner's Area which is to be serviced by the Water Supply Infrastructure; or (c) for a Land Contribution only, within 90 Calendar Days of Unitywater giving a Notice to the Landowner requiring the provision of the Land Contribution. | Landowner of the relevant Area. | Not applicable. |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

9. Sewer infrastructure

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|--------------------------------------|--|--|---|--|-----------------------------------|
| 9.1 STP Connection Sewer Main | | | | | |
| 9.1.1 | Land Contribution for Sewer Infrastructure for a sewer main from Point S1 to Point S7, from Point S2 to Point S4, from Point S8 to Point S7 and from Point S7 to Point S9 as indicatively identified on Drawing 5. | <p>The Land Contribution is to comprise the provision of the following easements if the Land Contribution is not otherwise located in a local government road:</p> <ul style="list-style-type: none"> (a) an easement of a width which is in accordance with the SEQ design and construction code in the following locations as specified on Drawing 5: <ul style="list-style-type: none"> (i) from Point S1 to Point S7; (ii) from Point S2 to Point S4; (iii) from Point S8 to Point S7; (b) an easement of a minimum width of 7 metres from Point S7 to Point S9 as specified on Drawing 5. | <p>Before the earlier of the following:</p> <ul style="list-style-type: none"> (a) the timing specified by Unitywater in an Approval or the Water Infrastructure Plan; or (b) the timing specified for the provision of the Work Contribution to which the Land Contribution relates to enable the provision of the Work Contribution; or (c) within 90 Calendar Days of Unitywater giving a Notice to the Landowner requiring the provision of the Land Contribution. | Landowner C. | Not applicable. |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|------------------|---|--|---|---|-----------------------------------|
| 9.1.2 | Land Contribution for Sewer Infrastructure for a sewer pump station at Point S7 as indicatively identified on Drawing 5. | The Land Contribution is to comprise the provision of an area of a minimum size of 1200m ² at Point S7 as specified on Drawing 5. | Before the earlier of the following: (a) the timing specified by Unitywater in an Approval or the Water Infrastructure Plan; or (b) the timing specified for the provision of the Work Contribution to which the Land Contribution relates to enable the provision of the Work Contribution; or (c) within 90 Calendar Days of Unitywater giving a Notice to the Landowner requiring the provision of the Land Contribution. | Landowner C. | Not applicable. |
| 9.1.3 | Land Contribution for Sewer Infrastructure for a sewer pressure main to the Kawana sewage treatment plant from Point S9 to Point S10 as indicatively identified on Drawing 5. | The Land Contribution is to comprise the provision of an easement of a minimum width of 7 metres from Point S9 to the Kawana sewage treatment plant at Point S10 as specified on Drawing 5, over land external to the Development Land for Sewer Infrastructure. | Before the earlier of the following: (a) the timing specified by Unitywater in an Approval or the Water Infrastructure Plan; or (b) the timing specified for the provision of the Work Contribution to which the Land Contribution relates to enable the provision of | Landowner responsible for the Work Contribution to which the Land Contribution relates. | Not applicable. |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|------------------|---|--|---|--|--|
| | | | <p>the Work Contribution; or (c) within 90 Calendar Days of Unitywater giving a Notice to the Landowner requiring the provision of the Land Contribution.</p> | | |
| 9.1.4 | <p>Work Contribution for the following Sewer Infrastructure as indicatively identified on Drawing 5:</p> <ul style="list-style-type: none"> (a) a gravity sewer main from Point S1 to Point S7; (b) a pump station at Point S7; (c) a gravity sewer main from Point S2 to Point S4; (d) a gravity sewer main from Point S8 to Point S7; (e) a pressure main from Point S7 to Point S10 via Point S9. | <p>The Work Contribution is to comprise the provision of the following:</p> <ul style="list-style-type: none"> (a) a 600mm diameter gravity sewer main generally from Point S1 to Point S7 with a 675mm diameter gravity sewer main at S7 as specified on Drawing 5; (b) civil works for a wet well for a sewer pump station to accommodate a total capacity of 205 litres per second at Point S7 as specified on Drawing 5; (c) electrical and mechanical work for a 100 litre per second sewer pump station at Point S7 as specified on Drawing 5; (d) a 225mm diameter gravity sewer main from Point S2 | <p>Before the earlier of, the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in a Landowner's Area which is to be serviced by the Work Contribution.</p> | <p>Landowner of the relevant Area in which the Proposed Development requiring the provision of the Work Contribution is located.</p> | <p>A Landowner is to ensure that their Area is not Developed for Reconfiguring or a Material Change of Use, for Development of a Development Lot until this Work Contribution is provided.</p> |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|---|---|---|---|--|---|
| | | <p>to Point S4 as specified on Drawing 5;</p> <p>(e) a 225mm diameter gravity sewer main from Point S8 to Point S7 as specified on Drawing 5;</p> <p>(f) a 300mm diameter pressure main from Point S7 to Point S10 via Point S9 as specified on Drawing 5;</p> <p>(g) pipes, valves, flowmeters, connections, power supply and all other works necessary to operate the sewer rising main and pump station including an all weather access to the pump station.</p> | | | |
| 9.2 Upgrade of the STP Connection Sewer Main | | | | | |
| 9.2.1 | <p>Work Contribution for the following Sewer Infrastructure as indicatively identified on Drawing 5:</p> <p>(a) a pump station upgrade at Point S7;</p> <p>(b) a pressure main from Point S7 to Point S10 via</p> | <p>The Work Contribution is to comprise the provision of the following:</p> <p>(a) an upgrade to the sewer pump station to provide a total capacity of 205 litres per second at Point S7 as specified on Drawing 5;</p> | <p>Before the following:</p> <p>(a) an Approval of Unitywater for the 8330th Equivalent Person; or</p> <p>(b) a later time specified by Unitywater in an Approval.</p> | <p>Landowner A, Landowner B and Landowner C.</p> | <p>In accordance with clause 13.8, Unitywater is under no obligation to give an Approval which enables the Proposed Development of the Development Land in excess of 8330 Equivalent Persons until this Work</p> |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|--------------------------|---|---|---|---|--|
| | Point S9. | (b) a duplicate pressure main of a minimum 300mm diameter from Point S7 to Point S10 via Point S9 as specified on Drawing 5; (c) pipes, valves, flowmeters, connections, power supply and all other works necessary to operate the sewer rising main and pump station. | | | Contribution is provided. The Landowners are to ensure that the Development Land is not Developed for Reconfiguring or a Material Change of Use for Development of a Development Lot in excess of the 8330 th Equivalent Person until this Work Contribution is provided. |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

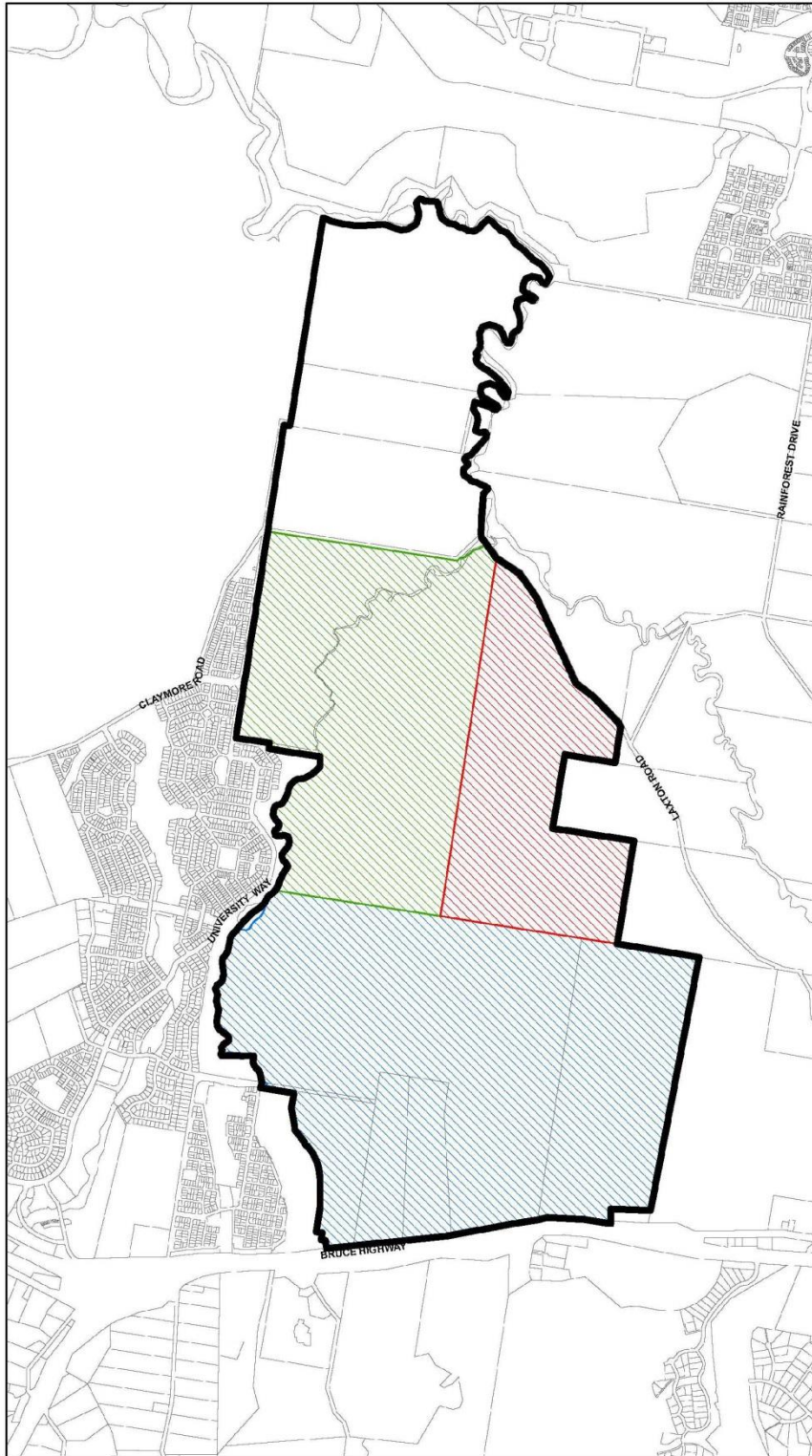
| Column 1 Item | Column 2 Infrastructure Contribution | Column 3 Specification of the Infrastructure Contribution | Column 4 Timing of the Infrastructure Contribution | Column 5 Party responsible for the Infrastructure Contribution | Column 6 Other requirements |
|---|---|---|--|--|-----------------------------------|
| 9.3 Sewer Infrastructure generally | | | | | |
| 9.3.1 | Land Contribution and Work Contribution for Sewer Infrastructure in a Landowner's Area other than for the STP Connection Sewer Main and Upgrade of the STP Connection Sewer Main. | The Infrastructure Contribution is to comprise the provision of land and work for Sewer Infrastructure in a Landowner's Area comprising the following: (a) the land and work specified in an Approval or Water Infrastructure Plan; (b) for a Land Contribution, an easement of a minimum width of 4 metres if not otherwise located in a road. | Before the earlier of the following: (a) the timing specified by Unitywater in an Approval or Water Infrastructure Plan; or (b) the earlier of the Approval of a Plan of Subdivision or the start of a Use, for Development of a Development Lot in a Landowner's Area which is to be serviced by the Sewer Infrastructure; or (c) in respect of the Land Contribution only, within 90 Calendar Days of Unitywater giving a Notice to the Landowner requiring the provision of the Land Contribution. | Landowner of the relevant Area. | Not applicable. |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

Schedule 4 Drawings

| Items in the schedule | Description of the items in the schedule |
|------------------------------|--|
| 1 | Drawing 1 Development Land |
| 2 | Drawing 2 Development and Prescribed Road Infrastructure |
| 3 | Drawing 3 Specification of Transport Infrastructure |
| 4 | Drawing 4 Water Supply Infrastructure |
| 5 | Drawing 5 Sewer Infrastructure |
| 6 | Drawing 6 Urban Development Investigation Areas |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**



Sunshine Coast
Council

Development Land

Boundaries

- Structure Plan Area Boundary
- Coastal Boundary

Development Land

- Area A
- Area B
- Area C

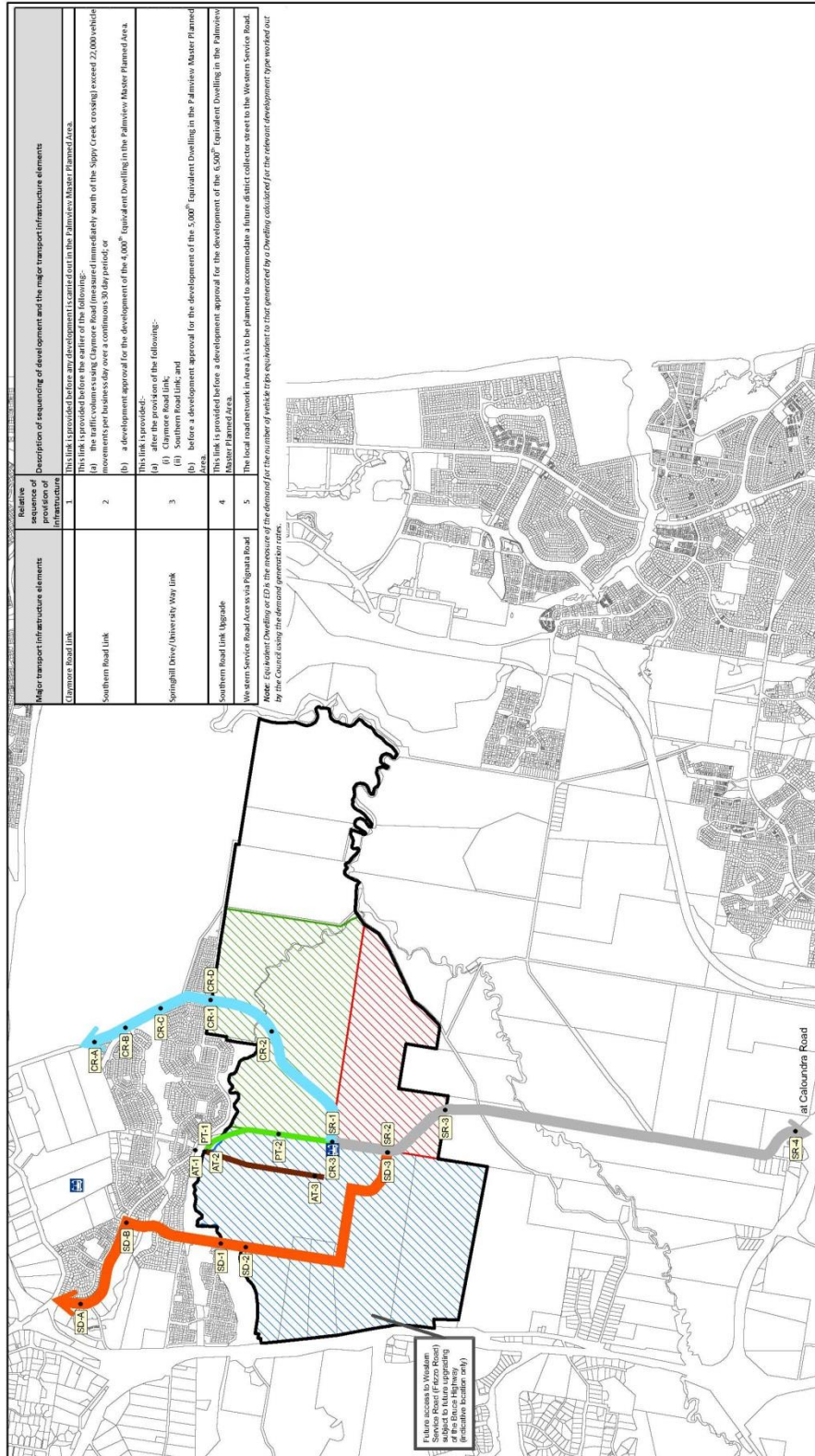
0 250 500 Meters
1:25000

N

Drawing 1

This map must not be reproduced in any form without the express written consent of Sunshine Coast Council. Plans shall support or be produced by agreement with the Queensland Government. 10/10/2010

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)



Boundaries

- Structure Plan Area Boundary
- Local Government Boundary
- Infrastructure Agreement

Development Land

- Area A
- Area B
- Area C

Classification of Major Road Transport Infrastructure

- Clyburne Road Link (CR)
- Southern Road Link and Upgrade (SR)
- Southern Road Link Upgrade (SH)
- Major Public and Active Transport Infrastructure
- Local Public Transport Corridor (PT)
- Dedicated Bicycle and Pedestrian Corridor (AT)
- Major Transit Station

Sunshine Coast Council

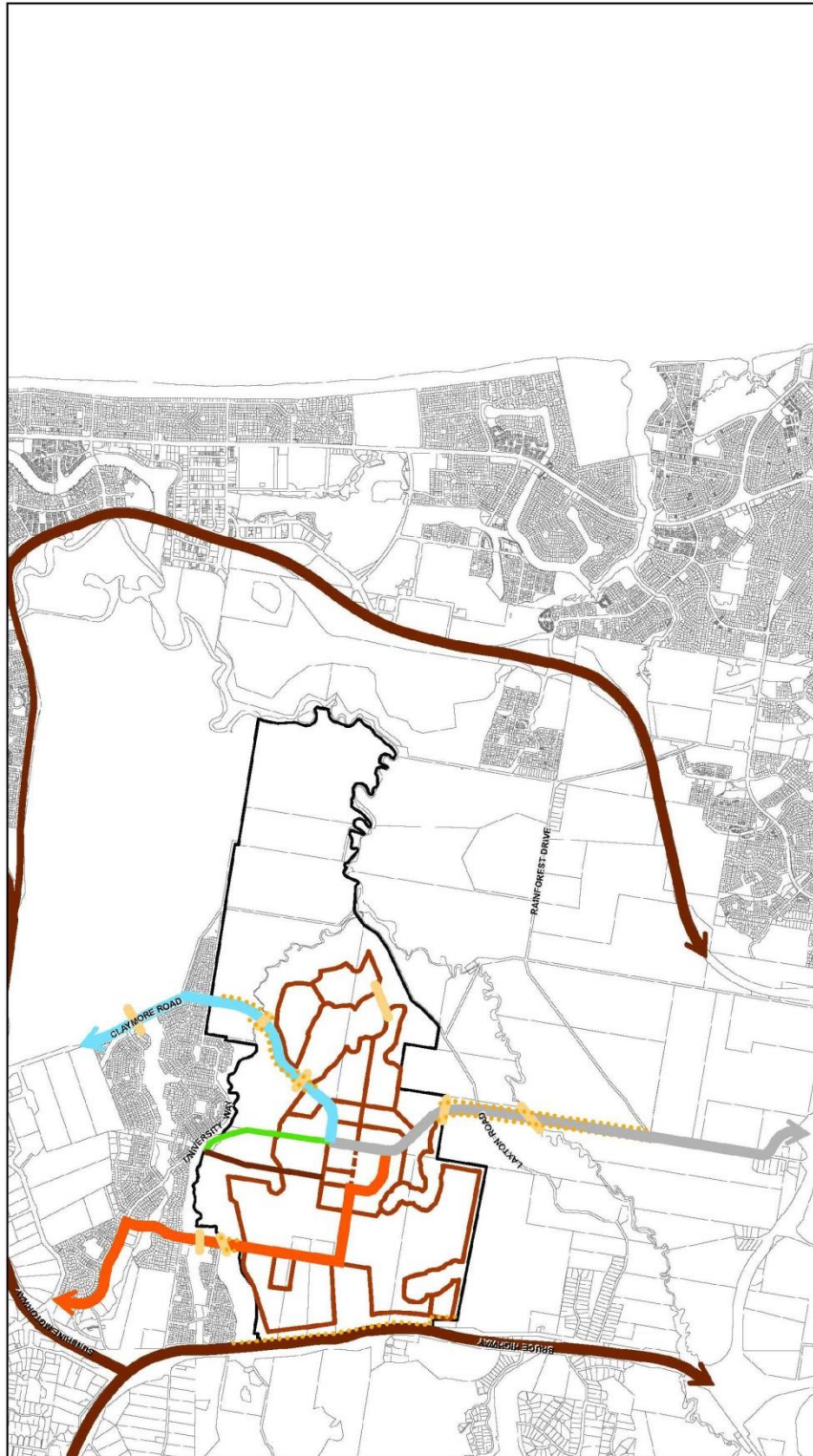
Development and Prescribed Road Infrastructure Sequencing

N 0 250 500 Metres 1:35,000

Drawing 2

This map shall not be reproduced in any form, whether in print or electronic form, without the express written consent of the Sunshine Coast Regional Council. Data files supplied by the Council and copyright by the Council. Date of publication: 2010-01-20.

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**



Sunshine Coast
Council

Specification of Transport Infrastructure

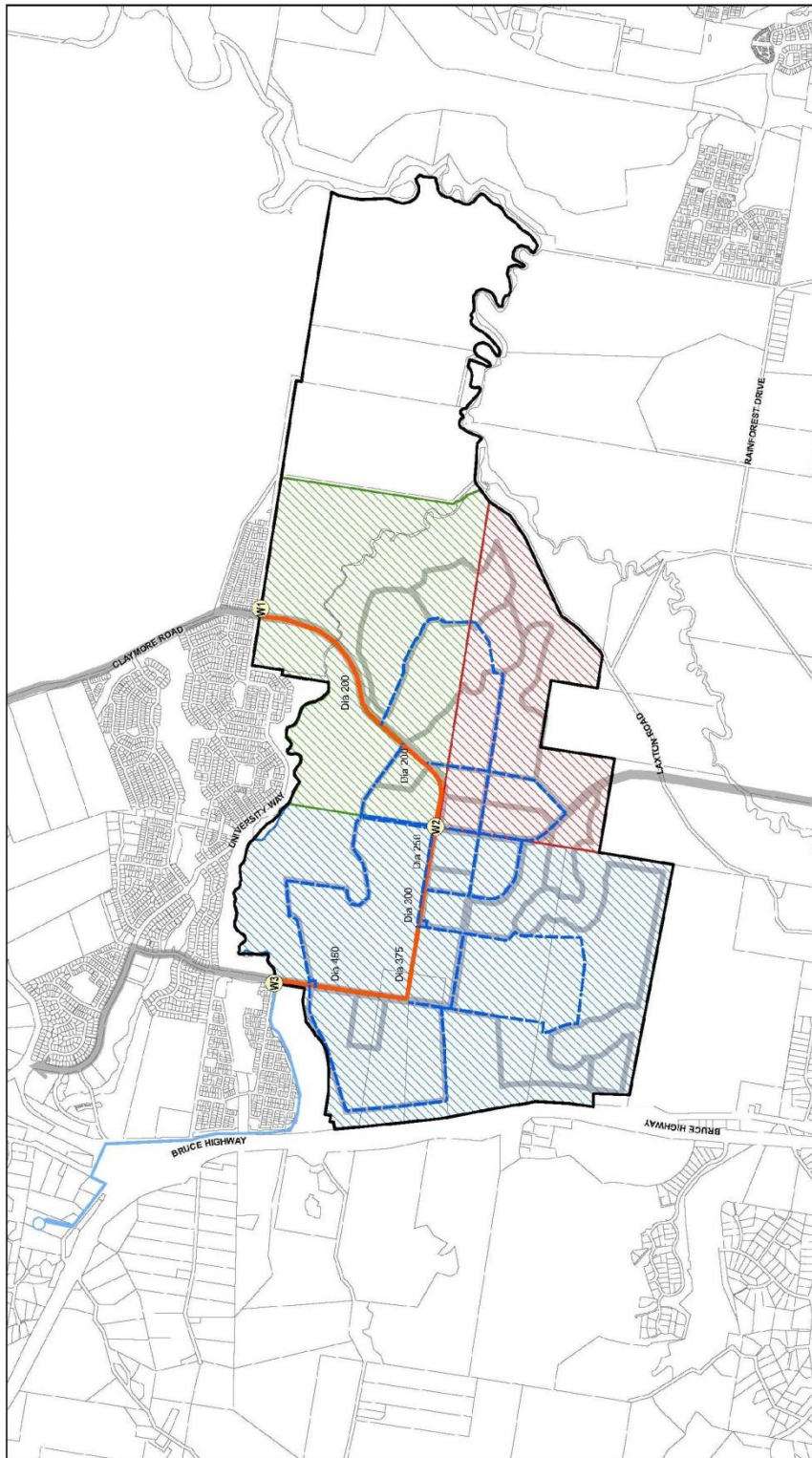
0 250 500 Metres
1:10,000

N Drawing 3

| | |
|-------------------------------------|---|
| Boundaries | Other Transport Infrastructure Elements |
| Structure Plan Area Boundary | Footpath |
| Suburb Boundary | Fence Fencing |
| Cadastral Boundary | Major Road Transport Infrastructure |
| Major Road Transport Infrastructure | Specification of Major Road Transport Infrastructure |
| Major Arterial Road | Sub-arterial Road Type A (20m reserve) |
| Arterial Road | Sub-arterial Road Type B (27m reserve) |
| Neighbourhood / Local Street | District Collector Street (20.8m reserve) |
| Main Street | Specification of Major Public and Active Transport Infrastructure |
| | Local Public Transport Corridor (PT) (15m reserve) |
| | Dedicated Bicycle and Pedestrian Corridor (A) (10m reserve unless co-located in a road reserve) |

This map must be reproduced in full from AHD 10.01.01 without the approval or consent of Sunshine Coast Regional Council. Blue data supplied by the Queensland Government, July 2011.

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**



Water Supply Infrastructure

Major Water Supply Infrastructure

- Reservoir (part of Provisional Unilywater Water Supply Infrastructure)
- Provisional Unilywater Water Supply Infrastructure
- East-West Connection Water Main
- Water Main

Other Water Supply Infrastructure

- Water Main

Major Road Transport Infrastructure

- Major Road
- Major Road/Local Street
- Main Street

Drawing 4

0 250 500 Meters
1:42,000

N

Boundaries

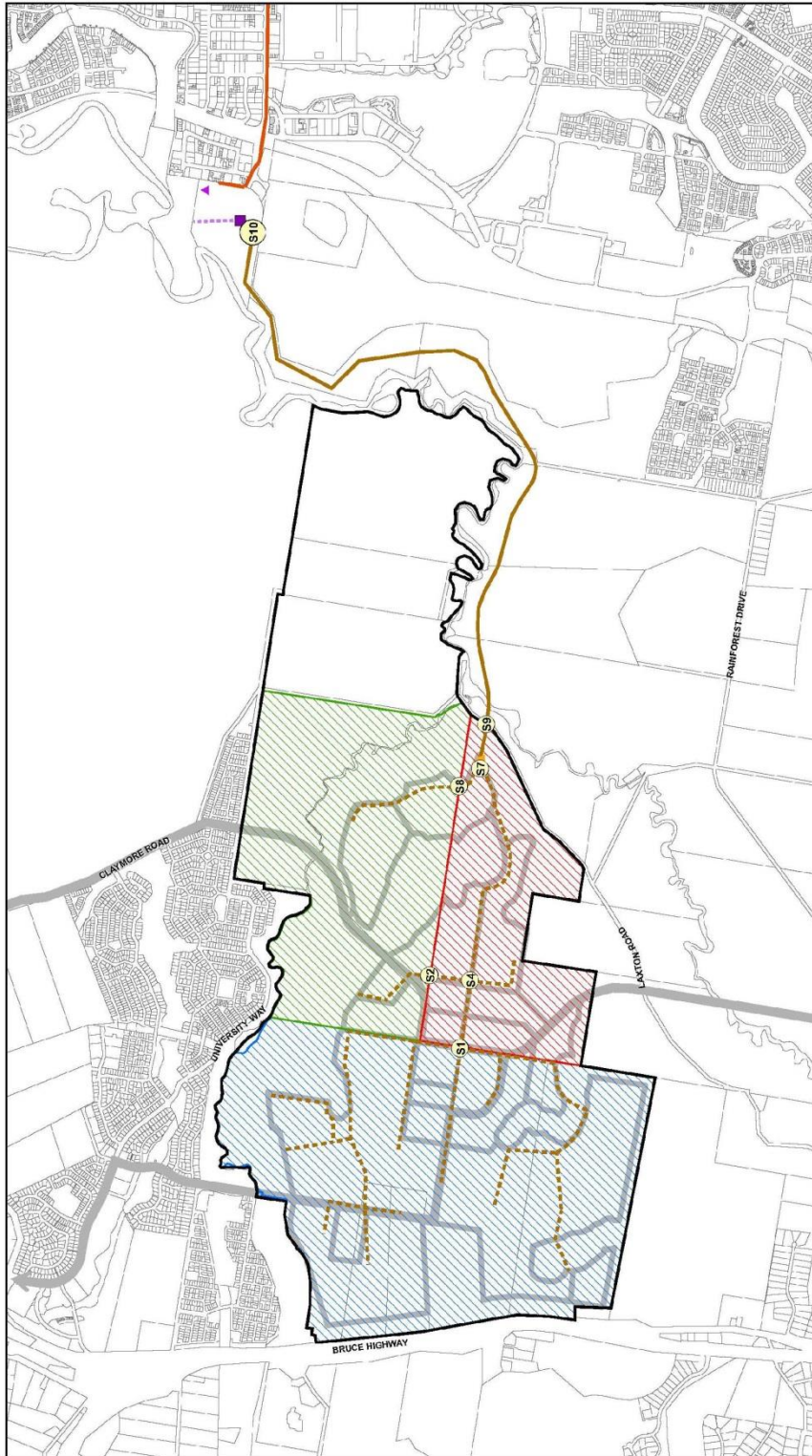
- Structure Plan Area Boundary
- Calderal Boundary
- Reference Points for Structure Plan Agreement

Development Land

- Area A
- Area B
- Area C

This map must not be reproduced in law form without the express written consent of Sunshine Coast Regional Council. Best data supplied by the Queensland Government, July 2014.

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)



Boundaries

- Structure Plan Area Boundary
- Cadastral Boundary
- Reference Points for Infrastructure Agreement

Development Land

- Area A
- Area B
- Area C

Major Sewer Infrastructure

- Pump Station
- Palmview Pressure Mains
- Local Mains
- Upgraded STP Connection Sewer Main
- Gravity Sewer Main
- Effluent Pump Station
- Kawana Sewerage Treatment Plant
- Wet Weather Outfall
- Ocean Outfall Main

Major Road Transport Infrastructure

- Major Road
- Neighbourhood/Local Street
- Main Street

Major Road Transport Infrastructure

- Major Road
- Neighbourhood/Local Street
- Main Street

Sunshine Coast Council

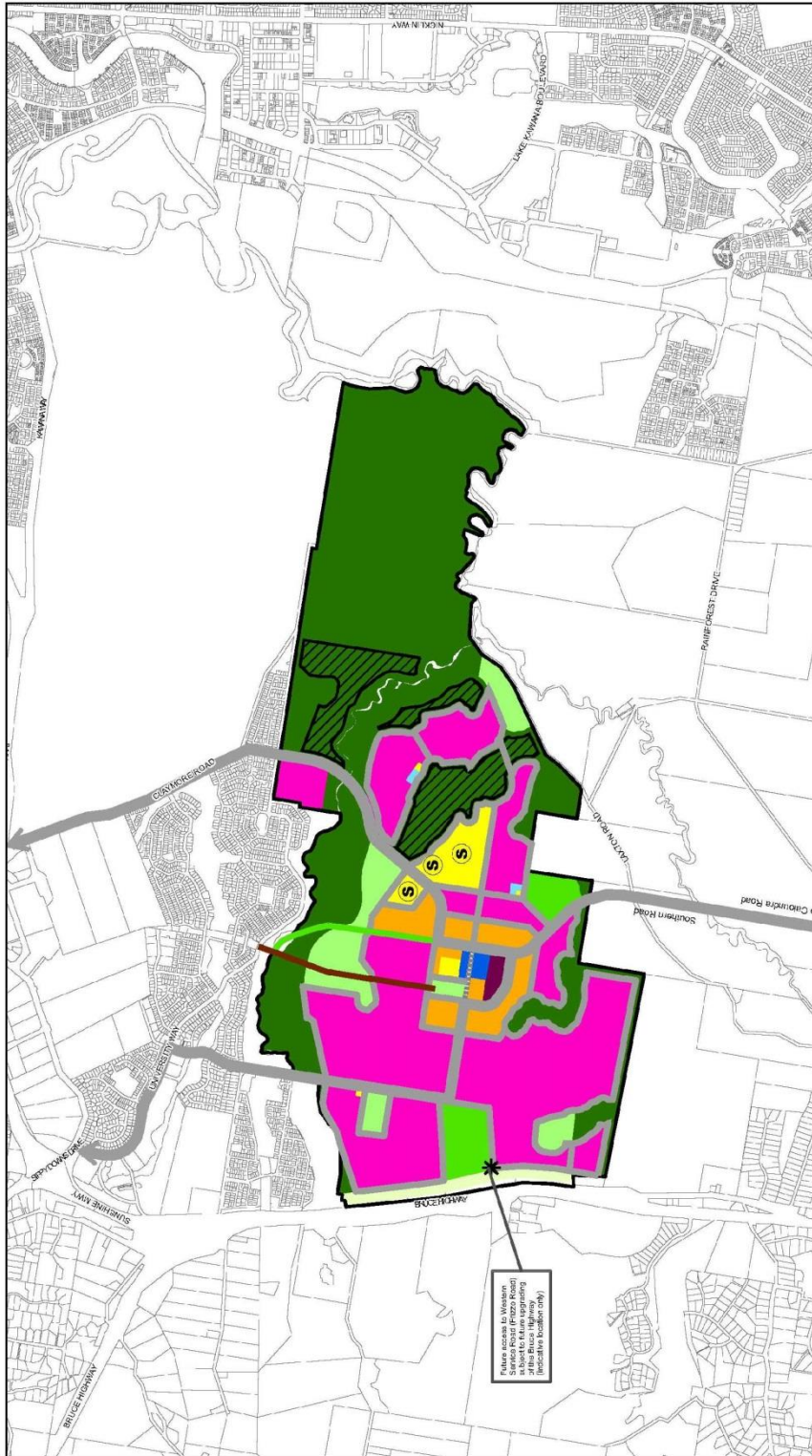
Sewer Infrastructure

0 250 500 Meters
1:42,000

Drawing 5

This map must not be reproduced in any form without the express written consent of Sunshine Coast Council. It is a document with the Copyrighted Government, July 2014.

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)



Future access to Western Services Road (Pioneer Road) and the Bruce Highway (indicated location only)

Urban Development Investigation Areas

6 Community Purpose Precinct (educational establishments)

- Major Road Transport Infrastructure
- Minor Road
- Neighbourhood/Local Street

Major Public and Active Transport Infrastructure

- Local Public Transport Corridor
- Dedicated Bicycle and Pedestrian Corridor

Sunshine Coast Council

0 200 400 Meters 1:416,000

N

Drawing 6

Urban Open Space

- Recreation Park Sub-Precinct
- Sports Park Sub-Precinct
- Non-Urban Open Space
- Environmental Protection and Landcare Precinct
- Landscaped Production and Enhancement Sub-precinct
- Community Use
- Community Purpose Precinct (community use)

Boundaries

- Structure Plan Area Boundary
- Catastral Boundary
- Urban Development Investigation Area
- Residential Precinct
- Medium Density Residential Precinct
- Retail and Commercial Precinct
- District Activity Centre Precinct
- Local Activity Centre Precinct
- Business and Industrial Precinct
- Local Employment Area Precinct

This map must not be reproduced in law form without the written consent of Sunshine Coast Regional Council. It is a document with the Queensland Government. July 2014.

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

Schedule 5 Prescribed Road Infrastructure Plan

Part 1 Introduction

1. Short title

This document may be referred to as the *Prescribed Road Infrastructure Plan (No. 1) 2014*.

2. Relationship to the Infrastructure Agreement

This document has been prepared under Special Condition 3 of the Palmview Structure Plan Area Infrastructure Agreement 2010 (**Infrastructure Agreement**).

3. Purpose

The purpose of this document is to state the following:

- (a) the Prescribed Proportion of the Chargeable Area of a Landowner Area to the Total Chargeable Area (Part 2);
- (b) the Projected Development for the Development Land and a Landowner Area (Part 3);
- (c) the Projected Demand for the Prescribed Road Infrastructure (Part 4);
- (d) the Prescribed Road Infrastructure which is intended to service the Projected Development at the Desired Standard of Service (Part 5);
- (e) the Landowner Financial Contributions intended to fund the Prescribed Road Infrastructure (Part 6).

4. Interpretation

A word in this document is to be interpreted in accordance with Special Condition 3 and **clause 2** of the Infrastructure Agreement.

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

Part 2 Prescribed Proportion

5. Purpose of Part 2

Part 2 states the Prescribed Proportion of the Chargeable Area of a Landowner Area to the Total Chargeable Area.

6. Chargeable Area and Total Chargeable Area

The Chargeable Area for a Landowner Area and the Total Chargeable Area for the Development Land is stated in Special Condition 3.6(a) of the Infrastructure Agreement and reproduced in Table 1, which also includes the breakdown of the Chargeable Area for each Precinct of the Landowner Area.

Table 1 – Chargeable Area and Total Chargeable Area

| Column 1 Area of Landowner | Column 2 Mixed Density Residential Precinct | | Column 3 Medium Density Residential Precinct | Column 4 Local Activity Centre Precinct | Column 5 District Activity Centre Precinct | Column 6 Local Employment Area Precinct | Column 7 Community Purpose Precinct (Educational Establishment) | Column 8 Chargeable Area (Ha) |
|-----------------------------------|--|---|---|--|---|--|--|----------------------------------|
| | Retirement dwelling | Dwelling other than a Retirement dwelling | | | | | | |
| Landowner A | 20 | 192.5 | 21.7 | 0.0 | 3.5 | 4.2 | 0.0 | 242.0 |
| Landowner B | 0 | 32.1 | 10.5 | 0.7 | 0.0 | 0.0 | 10.3 | 53.5 |
| Landowner C | 0 | 43 | 11.5 | 0.7 | 0.0 | 0.0 | 13.3 | 68.4 |
| Total Chargeable Area (Ha) | | | | | | | | 363.9 |

7. Prescribed Proportion

The Prescribed Proportion of the Chargeable Area of a Landowner Area to the Total Chargeable Area is stated in Special Condition 3.6(a) of the Infrastructure Agreement and reproduced in Table 2.

Table 2 – Prescribed Proportion

| Column 1 Area of Landowner | Column 2 Chargeable Area (Ha) | Column 3 Prescribed Proportion (%) |
|-----------------------------------|----------------------------------|---------------------------------------|
| Landowner A | 242.0 | 66.5 |
| Landowner B | 53.5 | 14.7 |
| Landowner C | 68.4 | 18.8 |
| Total Chargeable Area (Ha) | 363.9 | 100 |

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

Part 3 Projected Development

8. Purpose of Part 3

Part 3 states the Projected Development upon which the planning and funding of the Prescribed Road Infrastructure is based, in particular the following:

- (a) the development category and development type to which applicable uses under the Structure Plan apply;
- (b) the Projected Development of the Development Land;
- (c) the Projected Development of a Landowner Area.

9. Development categories and Structure Plan uses

In accordance with Special Condition 3.6(b) of the Infrastructure Agreement:

- (a) the uses under the Structure Plan in Table 3, Column 3 are included in the development category in Table 3, Column 1 and the development type in Table 3, Column 2; and
- (b) a use under the Structure Plan which is included in the other uses development type in Table 3, Column 2 is to be included in a development type in Table 3, Column 1 based on an assessment of the use and demand placed upon the Prescribed Road Infrastructure.

Table 3 – Applicable uses under the Structure Plan

| <i>Column 1 Development category</i> | <i>Column 2 Development type</i> | <i>Column 3 Uses under Structure Plan</i> |
|--|--------------------------------------|--|
| Residential development | Attached dwelling | Dual occupancy Dwelling unit Multiple dwelling Residential care Short term accommodation Rooming accommodation Caretakers accommodation Community residence |
| | Detached dwelling | Dwelling house |
| | Retirement dwelling | Retirement facility |
| | Other uses | Other uses not listed will be determined at the time of the Application |
| Non-residential development | Commercial | Office Health care service Car Wash Sales Office Veterinary services |
| | Community purpose | Community use Place of worship |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| <i>Column 1 Development category</i> | <i>Column 2 Development type</i> | <i>Column 3 Uses under Structure Plan</i> |
|--|--------------------------------------|--|
| | | Educational establishment Child care centre Emergency services Community care centre Outdoor sport and recreation |
| | Industry | Low impact industry Service industry Bulk landscape supplies Research and technology industry Warehouse Utility installation |
| | Retail and entertainment | Food and drink outlet Nightclub entertainment facility Shop Shopping centre Showroom Hotel Theatre Club Indoor sport and recreation Garden centre Function facility Adult store Service station Hardware and trade supplies Market |
| | Other uses | Other uses not listed will be determined at the time of the Application |

10. Projected Development of the Development Land

The Projected Development of the Development Land is stated in Table 4A as required by Special Condition 3.6(b) which has been worked out for:

- (a) residential development by reference to the proportion of the development type for attached dwelling, detached dwelling and retirement dwelling stated in Table 4B; and
- (b) non-residential development by reference to the Structure Plan.

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

Table 4A – Projected Development of the Development Land

| <i>Column 1 Development category</i> | <i>Column 2 Development type</i> | <i>Column 3 Projected Development of the Development Land</i> |
|--|--|---|
| Residential development | Detached dwellings | 4,377 |
| | Attached dwellings | 2,187 |
| | Retirement dwellings | 373 |
| | Total dwellings | 6,937 |
| Non-residential development | Commercial (GFA) | 7,500 |
| | Community purpose other than Educational Establishment (GFA) | 9,000 |
| | Community purpose for Educational Establishment (students and staff) | 3,719 |
| | Industry (GFA) | 12,500 |
| | Retail and entertainment (GFA) | 20,250 |

Table 4B – Proportion of specific development types in the Chargeable Area

| <i>Column 1 Development type</i> | <i>Column 2 Proportion of the development type in the Chargeable Area (%)</i> | | | | |
|--------------------------------------|---|--|--|--|--|
| | <i>Mixed Density Residential Precinct</i> | | <i>Medium Density Residential Precinct</i> | <i>District Activity Centre Precinct</i> | <i>Other precincts of the Structure Plan</i> |
| | <i>Retirement dwelling</i> | <i>Dwelling other than Retirement dwelling</i> | | | |
| Attached dwelling | 0 | 15 | 85 | 100 | 0 |
| Detached dwelling | 0 | 85 | 15 | 0 | 0 |
| Retirement dwelling | 100 | 0 | 0 | 0 | 0 |

11. Projected Development of a Landowner Area

The Projected Development of a Landowner Area is stated in Table 5 as required by Special Condition 3.6(b).

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

Table 5 – Projected Development of each Landowner Area

| <i>Column 1 Area of Landowner</i> | <i>Column 2 Development type</i> | <i>Column 3 Projected Development of a Landowner Area</i> |
|---|--|---|
| <i>Residential development</i> | | |
| Landowner A | Detached dwellings | 3,095 |
| | Attached dwellings | 1,322 |
| | Retirement dwellings | 373 |
| Landowner B | Detached dwellings | 554 |
| | Attached dwellings | 403 |
| | Retirement dwellings | 0 |
| Landowner C | Detached dwellings | 728 |
| | Attached dwellings | 462 |
| | Retirement dwellings | 0 |
| Total Dwellings | | 6,937 |
| <i>Non-residential development</i> | | |
| Landowner A | Commercial (GFA) | 7,500 |
| | Community purpose other than Educational Establishment (GFA) | 7,000 |
| | Community purpose for Educational Establishment (students and staff) | 0 |
| | Industry (GFA) | 12,500 |
| | Retail and entertainment (GFA) | 15,250 |
| Landowner B | Commercial (GFA) | 0 |
| | Community purpose other than Educational Establishment (GFA) | 1,000 |
| | Community purpose for Educational Establishment (students and staff) | 1,819 |
| | Industry (GFA) | 0 |
| | Retail and entertainment (GFA) | 2,500 |
| Landowner C | Commercial (GFA) | 0 |
| | Community purpose other than Educational Establishment (GFA) | 1,000 |
| | Community purpose for Educational Establishment (students and staff) | 1,900 |
| | Industry (GFA) | 0 |
| | Retail and entertainment (GFA) | 2,500 |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

Part 4 Projected Demand for the Prescribed Road Infrastructure

12. Purpose of Part 4

Part 4 states the following for the Prescribed Road Infrastructure:

- (a) the Projected Demand for the Prescribed Road Infrastructure for the Projected Development of the Development Land;
- (b) the Projected Demand for the Prescribed Road Infrastructure for the Projected Development of a Landowner Area;
- (c) the Projected Demand for the Prescribed Road Infrastructure for the Projected Development of a Landowner Area allocated by the Prescribed Proportion to each Prescribed Road Infrastructure Link.

13. Projected Demand for the Prescribed Road Infrastructure for the Projected Development of the Development Land

The Projected Demand for the Prescribed Road Infrastructure for the Projected Development of the Development Land is stated in Table 6 as required by Special Condition 3.6(c) of the Infrastructure Agreement.

Table 6 – Projected Demand for the Prescribed Road Infrastructure for the Projected Development of the Development Land

| <i>Column 1 Development category</i> | <i>Column 2 Development type</i> | <i>Column 3 Unit of measure</i> | <i>Column 4 Trips per unit of measure</i> | <i>Column 5 Equivalent Dwelling per unit of measure</i> | <i>Column 6 Projected Development of the Development Land</i> | <i>Column 7 Total Projected Demand for each Development type (ED) (Column 5 x Column 6 ÷ Column 3)</i> |
|--|--------------------------------------|-------------------------------------|---|---|---|--|
| Residential development | Detached dwellings | Per dwelling | 9 | 1 | 4,377 | 4,377 |
| | Attached dwellings | Per dwelling | 6 | 0.67 | 2,187 | 1,458 |
| | Retirement dwellings | Per dwelling | 5 | 0.56 | 373 | 207 |
| Non-residential development | Commercial | 100m ² GFA | 10 | 1.11 | 7,500 | 83 |
| | Community purpose other than school | 100m ² GFA | 10 | 1.11 | 9,000 | 100 |
| | Community purpose for schools | Per student and staff | 1.46 | 0.16 | 3,719 | 604 |
| | Industry | 100m ² GFA | 5 | 0.56 | 12,500 | 69 |
| | Retail and entertainment | 100m ² GFA | 121 | 13.44 | 20,250 | 2,723 |
| Total Projected Demand for the Projected Development of the Development Land (ED) | | | | | | 9,621 |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

14. Projected Demand for the Prescribed Road Infrastructure for the Projected Development of a Landowner Area

The Projected Demand for the Prescribed Road Infrastructure for the Projected Development of a Landowner Area which complies with the Prescribed Road Infrastructure Demand Limits in **clause 9.1** of the Infrastructure Agreement is stated in Table 7 as required by Special Condition 3.6(c).

Table 7 – Projected Demand for the Prescribed Road Infrastructure for the Projected Development of a Landowner Area

| <i>Column 1 Area of Landowner</i> | <i>Column 2 Projected Demand of a Landowner Area (ED)</i> | <i>Column 3 Prescribed Road Infrastructure Demand Limits (ED)</i> |
|--|---|---|
| Landowner A | 6,397 | 6,397 |
| Landowner B | 1,415 | 1,415 |
| Landowner C | 1,809 | 1,809 |
| Total Projected Demand of the Development Land (ED) | 9,621 | 9,621 |

15. Allocated Projected Demand for each Prescribed Road Infrastructure Link

The Allocated Projected Demand being the Projected Demand for the Prescribed Road Infrastructure for the Projected Development of a Landowner Area allocated by the Prescribed Proportion to each Prescribed Road Infrastructure Link is stated in Table 8 as required by Special Condition 3.6(c).

Table 8 – Allocated Projected Demand for each Prescribed Road Infrastructure Link

| <i>Column 1 Prescribed Road Infrastructure Link</i> | <i>Column 2 Area of Landowner</i> | <i>Column 3 Prescribed Proportion (%)</i> | <i>Column 4 Allocated Projected Demand for the Prescribed Road Infrastructure for an Area (ED)</i> |
|---|---------------------------------------|---|--|
| Claymore Road Link | Landowner A | 66.5 | 2,660 |
| | Landowner B | 14.7 | 588 |
| | Landowner C | 18.8 | 752 |
| Allocated Projected Demand for Claymore Road Link (ED) | | | 4,000 |
| Southern Road Link | Landowner A | 66.5 | 665 |
| | Landowner B | 14.7 | 147 |
| | Landowner C | 18.8 | 188 |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Column 1 Prescribed Road Infrastructure Link | Column 2 Area of Landowner | Column 3 Prescribed Proportion (%) | Column 4 Allocated Projected Demand for the Prescribed Road Infrastructure for an Area (ED) |
|---|---|---|--|
| Allocated Projected Demand for Southern Road Link (ED) | | | 1,000 |
| Spring Hill Drive / University Way Link | Landowner A | 66.5 | 997 |
| | Landowner B | 14.7 | 221 |
| | Landowner C | 18.8 | 282 |
| Allocated Projected Demand for Spring Hill Drive / University Way Link (ED) | | | 1,500 |
| Southern Road Link Upgrade | Landowner A | 66.5% | 2,075 |
| | Landowner B | 14.7% | 459 |
| | Landowner C | 18.8% | 587 |
| Allocated Projected Demand for Southern Road Link Upgrade (ED) | | | 3,121 |
| Allocated Projected Demand for the Prescribed Road Infrastructure for the Projected Development of the Development Land (ED) | | | 9,621 |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

Part 5 Prescribed Road Infrastructure

16. Purpose of Part 5

Part 5 states the following for the Prescribed Road Infrastructure:

- (a) the Desired Standard of Service for the Prescribed Road Infrastructure;
- (b) the Plans for the Prescribed Road Infrastructure;
- (c) the Schedule of Works and Total Establishment Cost for the Prescribed Road Infrastructure.

17. Desired Standard of Service

The Prescribed Road Infrastructure to service the Projected Development is to be designed and constructed in accordance with the Desired Standard of Service stated in Special Condition 3.6(d)(i) of the Infrastructure Agreement.

18. Plans for the Prescribed Road Infrastructure

The Plans for Prescribed Road Infrastructure identified in Table 9 and included in **schedule 1** are based on the level of planning stated in Table 9 as required by Special Condition 3.6(d)(ii) of the Infrastructure Agreement.

Table 9 – Plans for the Prescribed Road Infrastructure

| <i>Column 1 Prescribed Road Infrastructure Link</i> | <i>Column 2 Level of planning</i> | <i>Column 3 Plans for the Prescribed Road Infrastructure</i> |
|---|---------------------------------------|--|
| Claymore Road Link | Conceptual | Plan No. 1 |
| Southern Road Link | Conceptual | Plan No. 1 |
| Spring Hill Drive / University Way Link | Conceptual | Plan No. 1 |
| Southern Road Link Upgrade | Conceptual | Plan No. 1 |

19. Schedule of Works

The Schedule of Works for the Prescribed Road Infrastructure states in Table 10 the following for the Prescribed Road Infrastructure as required by Special Condition 3.6(d)(iii) of the Infrastructure Agreement:

- (a) the Land Contributions and Work Contributions for the Prescribed Road Infrastructure;
- (b) the construction commencement requirements for the Prescribed Road Infrastructure stated in the Infrastructure Contribution Schedule and the Projected Construction Commencement Date;

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

- (c) the construction Completion requirements for the Prescribed Road Infrastructure stated in the Infrastructure Contribution Schedule and the Projected Construction Completion Date;
- (d) the Projected Reallocation Date and Projected Further Reallocation Date;
- (e) the Establishment Cost for each Prescribed Road Infrastructure Link and the Total Establishment Cost.

Table 10 – Schedule of works for the Prescribed Road Infrastructure

| <i>Column 1 Construction commencement requirements of Infrastructure Contribution Schedule</i> | <i>Column 2 Projected Construction Commencement Date</i> | <i>Column 3 Construction Completion requirements of Infrastructure Contribution Schedule</i> | <i>Column 4 Projected Construction Completion Date</i> | <i>Column 5 Projected Reallocation Date and Projected Further Reallocation Date</i> | <i>Column 6 Establishment Cost¹ (\$)</i> |
|---|--|---|--|---|---|
| Claymore Road Link | | | | | |
| Before the Approval of a Plan of Subdivision or the start of a Use for Development of a Developed Lot in a Landowner's Area | January 2016 | Before the Approval of a Plan of Subdivision or the start of a Use for Development of a Developed Lot in a Landowner's Area | January 2017 | July 2020 | 22,643,140 |
| Southern Road Link | | | | | |
| Within 3 months after traffic volumes using the Claymore Road Link exceed 18,000 vehicle movements per Business Day | January 2025 | Before the traffic volumes exceed 22,000 vehicle movements per Business Day or an Approval for the Reconfiguring or Material Change of Use for the 4000 th ED in the Structure Plan Area | June 2026 | January 2024 | 64,256,291 |
| Spring Hill Drive / University Way Link | | | | | |
| Before an Approval for the Reconfiguring or Material Change of Use for the 4750 th ED in the Structure Plan Area | January 2028 | Before an Approval for the Reconfiguring or Material Change of Use for the 5000 th ED in the Structure Plan Area | September 2028 | January 2027 | 18,294,074 |
| Southern Road Link Upgrade | | | | | |
| Before an Approval for the Reconfiguring or Material Change of Use for the 6200 th ED in the Structure Plan Area | September 2031 | Before an Approval for the Reconfiguring or Material Change of Use for the 6500 th ED in the Structure Plan Area | December 2032 | September 2030 | 60,307,488 |
| Total Establishment Cost (\$) | | | | | 165,500,993 |

Notes:

1. The Establishment Cost is provided by Landowner A and is expressed in discounted cash flow terms as at the base date (2014).

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

Part 6 Landowner Financial Contributions for the Prescribed Road Infrastructure

20. Purpose of Part 6

Part 6 states the following for the purpose of working out the Landowner Financial Contributions for the Prescribed Road Infrastructure:

- (a) the Total Provided Prescribed Road Infrastructure Contributions for all Landowner Areas;
- (b) the Total Paid Chargeable Area and Total Unpaid Chargeable Area for all Landowner Areas for which the Base Charge has been provided and has not been provided respectively;
- (c) the Total Paid Equivalent Dwellings and Total Unpaid Equivalent Dwellings for the Chargeable Area of all Landowner Areas for which the Base Charge has been provided and has not been provided respectively;
- (d) the Base Charge for the Base Financial Contributions;
- (e) the Cost Rate for the Additional Financial Contributions.

21. Total Provided Prescribed Road Infrastructure Contributions

The Total Provided Prescribed Road Infrastructure Contributions provided for the Prescribed Road Infrastructure for all Landowner Areas is stated in Table 11 as required by Special Condition 3.6(e)(i) of the Infrastructure Agreement.

Table 11 – Total Provided Prescribed Road Infrastructure Contribution

| <i>Column 1 Area of Landowner</i> | <i>Column 2 Previous Landowner Financial Contributions (\$)</i> | <i>Column 3 Current Period Landowner Financial Contributions (\$)</i> | <i>Column 4 Total Landowner Financial Contributions for a Landowner Area (\$) (Column 2 + Column 3)</i> |
|---|---|---|---|
| Landowner A | 0 | 0 | 0 |
| Landowner B | 0 | 0 | 0 |
| Landowner C | 0 | 0 | 0 |
| Accrued Interest (\$) | | | 0 |
| Total Provided Prescribed Road Infrastructure Contributions (\$) | | | 0 |

22. Total Paid Chargeable Area and Total Unpaid Chargeable Area

The Total Paid Chargeable Area of all Landowner Areas for which the Base Financial Contribution has been provided and the Total Unpaid Chargeable Area of all Landowner Areas for which the Base Financial Contribution has not been provided is stated in Table 12 as required by Special Condition 3.6(e)(ii) of the Infrastructure Agreement.

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

Table 12 – Total Paid Chargeable Area and Total Unpaid Chargeable Area

| <i>Column 1 Area of Landowner</i> | <i>Column 2 Chargeable Area (Ha)</i> | <i>Column 3 Previous Paid Chargeable Area (Ha)</i> | <i>Column 4 Current Period Paid Chargeable Area (Ha)</i> | <i>Column 5 Current Paid Chargeable Area (Ha) (Column 3 + Column 4)</i> | <i>Column 6 Unpaid Chargeable Area (Ha) (Column 2 - Column 5)</i> |
|---|--|--|--|---|---|
| Landowner A | 242.0 | 0 | 0 | 0 | 242.0 |
| Landowner B | 53.5 | 0 | 0 | 0 | 53.5 |
| Landowner C | 68.4 | 0 | 0 | 0 | 68.4 |
| Total Chargeable Area (Ha) | 363.9 | | | | |
| Total Paid Chargeable Area (Ha) | | | | 0 | |
| Total Unpaid Chargeable Area (Ha) | | | | | 363.9 |

23. Total Paid Equivalent Dwellings and Total Unpaid Equivalent Dwellings

The Total Paid Equivalent Dwellings for the Chargeable Area of all Landowner Areas for which the Base Financial Contribution has been provided and the Total Unpaid Equivalent Dwellings for the Chargeable Area of all Landowner Areas for which the Base Financial Contribution has not been provided is stated in Table 13 as required by Special Condition 3.6(e)(iii) of the Infrastructure Agreement.

Table 13 – Total Paid Equivalent Dwellings and Total Unpaid Equivalent Dwellings

| <i>Column 1 Area of Landowner</i> | <i>Column 2 Projected Demand in Equivalent Dwellings (ED)</i> | <i>Column 3 Previous Paid Equivalent Dwellings (ED)</i> | <i>Column 4 Current Period Paid Equivalent Dwellings (ED)</i> | <i>Column 5 Current Paid Equivalent Dwellings (ED) (Column 3 + Column 4)</i> | <i>Column 6 Unpaid Equivalent Dwellings (ED) (Column 2 - Column 5)</i> |
|---|---|---|---|--|--|
| Landowner A | 6,397 | 0 | 0 | 0 | 6,397 |
| Landowner B | 1,415 | 0 | 0 | 0 | 1,415 |
| Landowner C | 1,809 | 0 | 0 | 0 | 1,809 |
| Total Projected Demand (ED) | 9,621 | – | – | – | – |
| Total Paid Equivalent Dwellings (ED) | | | | 0 | – |
| Total Unpaid Equivalent Dwellings (ED) | | | | | 9,621 |

Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)

24. Base Charge for the Base Financial Contribution

The Base Charge for the Base Financial Contribution calculated in accordance with Special Condition 3.8(f) of the Infrastructure Agreement is stated in Table 14 as required by Special Condition 3.6(e)(iv) of the Infrastructure Agreement.

Table 14 – Base Charge

| Column 1 Item | Column 2 Calculation | Column 3 Table Reference | Column 4 Value |
|--------------------------|---|---|------------------------------|
| 1 | Total Establishment Cost (\$) | Table 10 | \$165,500,993 |
| 2 | Total Provided Prescribed Road Infrastructure Contributions (\$) | Table 11 | \$0 |
| 3 | Establishment Cost of the Prescribed Road Infrastructure yet to be provided (\$) (Item 1 - Item 2) | Not applicable | \$165,500,993 |
| 4 | Total Chargeable Area (Hectares) | Table 1 | 363.9 Hectares |
| 5 | Total Paid Chargeable Area (Hectares) | Table 12 | 0 Hectares |
| 6 | Total Unpaid Chargeable Area (Hectares) (Item 4 - Item 5) | Table 12 | 363.9 Hectares |
| 7 | Base Charge (\$ per Hectare) (Item 3 ÷ Item 6) | | \$454,798 per Hectare |

25. Cost Rate for the Additional Financial Contribution

The Cost Rate for the Additional Financial Contribution calculated in accordance with Special Condition 3.9(c) of the Infrastructure Agreement is stated in Table 15 as required by Special Condition 3.6(e)(v) of the Infrastructure Agreement.

Table 15 – Cost Rate

| Column 1 Item | Column 2 Calculation | Column 3 Table Reference | Column 4 Value |
|--------------------------|---|---|---------------------------|
| 1 | Total Establishment Cost (\$) | Table 10 | \$165,500,993 |
| 2 | Total Provided Prescribed Road Infrastructure Contributions (\$) | Table 11 | \$0 |
| 3 | Establishment Cost of the Prescribed Road Infrastructure yet to be provided (\$) (Item 1 - Item 2) | Not applicable | \$165,500,993 |
| 4 | Total Projected Demand (ED) | Table 6 | 9,621 |
| 5 | Total Paid Equivalent Dwellings (ED) | Table 13 | 0 |
| 6 | Total Unpaid Equivalent Dwellings (ED) (Item 4 - Item 5) | Table 13 | 9,621 |
| 7 | Cost Rate (\$ per ED) (Item 3 ÷ Item 6) | | \$17,202 per ED |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

26. Demand Credit for the Base Financial Contribution

The Demand Credit for the Base Financial Contribution in the calculation of the Additional Financial Contribution is stated in Special Condition 3.6(e)(vi) of the Infrastructure Agreement.

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

Schedule 1 - Plans for Prescribed Road Infrastructure

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

**Schedule 6 Transfer Certificate for a Prescribed
Developable Lot**

Transfer Certificate for Prescribed Developable Lot

Short title

1. This document may be referred to by the name stated in **schedule 1**.

Deed

2. This document is a deed prepared under **clause 10.2(d)** (Dealing with the Development Land) of the Palmview Structure Plan Area Infrastructure Agreement 2010.

Date

3. This document is made on the date when the last party executes this document.

Parties

4. This document is made between the parties stated in **schedule 1**.

Prescribed Developable Lot

5. This document applies to the Prescribed Developable Lot stated in **schedule 1** being a Developable Lot:
- (a) which is intended to be the subject of an Application for Material Change of Use or further Reconfiguring for the following (**Prescribed Development**):
 - (i) a duplex occupancy under the Structure Plan; or
 - (ii) a multiple dwelling under the Structure Plan where the area of the Lot is less than 1 hectare; and
 - (b) for which the following Financial Contributions for the Prescribed Development have been provided even if the time otherwise appointed for the provision of the Financial Contributions has not arrived:
 - (i) the Base Financial Contribution for Prescribed Road Infrastructure under Special Condition 3.8;
 - (ii) the Prescribed Financial Contribution for Water Infrastructure under Special Condition 4.6;
 - (iii) the Landowner Contribution Amount for the Prescribed Water Infrastructure under Special Condition 4.7;
 - (c) in respect of which no other Infrastructure Contribution is required under the Palmview Structure Plan Area Infrastructure Agreement 2010 other than the following Financial Contributions for Development of the Prescribed Developable

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

Lot for the additional demand for Development in excess of the Prescribed Development:

- (i) Additional Financial Contribution for Prescribed Road Infrastructure under Special Condition 3.9;
- (ii) the Prescribed Financial Contribution for Water Infrastructure under Special Condition 4.6;
- (iii) the Landowner Contribution Amount for the Prescribed Water Infrastructure under Special Condition 4.7.

Financial Contributions for the Prescribed Developable Lot

6. The Landowner has paid the Financial Contributions for the Prescribed Developable Lot stated in Table 1.

Table 1 Financial Contributions for the Prescribed Developable Lot

| Financial Contribution | Recipient of the Financial Contribution | Amount of the Financial Contribution (\$) | Method of working out the Financial Contribution |
|---|--|--|---|
| Base Financial Contribution for the Prescribed Road Infrastructure (Special Condition 3.8) | Council | | |
| Prescribed Financial Contribution for the Water Infrastructure (Special Condition 4.6) | Unitywater | | |
| Landowner Contribution Amount for the Prescribed Water Infrastructure (Special Condition 4.7) | Constructing Landowner | | |

Prescribed Development for the Prescribed Developable Lot

7. The Financial Contributions for the Prescribed Developable Lot as stated in Table 1 are for the Prescribed Development stated in Table 2.

Table 2 Prescribed Development for the Prescribed Developable Lot

| Development area or development type | Prescribed Development (Development per unit of measure or unit of demand) |
|---|---|
| Base Financial Contribution for the Prescribed Road Infrastructure | |
| <i>[Insert Precinct in the Structure Plan]</i> | <i>[Insert Equivalent Dwelling per hectare]</i> |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

| Development area or development type | | Prescribed Development (Development per unit of measure or unit of demand) | |
|---|-------------------|---|-------------------------------------|
| Prescribed Financial Contribution for the Water Infrastructure and Landowner Contribution Amount for the Prescribed Water Infrastructure | | | |
| [Insert one of the following attached dwelling types] | Multiple dwelling | [Insert one of the following] | 65 Equivalent Persons per hectare |
| | Dual occupancy | | 1.8 Equivalent Persons per dwelling |

Transferee Development Obligations

8. The parties acknowledge as follows:

- (a) the Prescribed Developable Lot is subject to the Palmview Structure Area Infrastructure Agreement 2010;
- (b) the only outstanding Development Obligation applicable to the Prescribed Developable Lot is the payment of the following Financial Contributions for Development of the Prescribed Developable Lot for the additional demand for Development in excess of the Prescribed Development (**Transferee Development Obligations**):
 - (i) the Additional Financial Contribution for Prescribed Road Infrastructure under Special Condition 3.9;
 - (ii) the Prescribed Financial Contribution for Water Infrastructure under Special Condition 4.6;
 - (iii) the Landowner Contribution Amount for the Prescribed Water Infrastructure under Special Condition 4.7 as if the Transferee were a Contributing Landowner;
- (c) the Transferee Development Obligations attach to the Prescribed Developable Lot and are binding on the Transferee and all future successors in title of the Prescribed Developable Lot until the Prescribed Developable Lot becomes a Developed Lot under the Palmview Structure Plan Area Infrastructure Agreement 2010;
- (d) the Transferee will become liable to perform the Transferee Development Obligations upon becoming the Owner of the Prescribed Developable Lot.

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

1. Short title

Transfer Certificate for *[Insert description of Prescribed Developable Lot]*

2. Parties

| Column 1 Party | Column 2 Name (ACN if a corporation) | Column 3 Address (Public Office of a Local Government or the registered office of a corporation) | Column 4 Facsimile number | Column 5 Person to whose attention a Notice is to be brought |
|---|---|---|--|---|
| Council | | | | |
| Landowner <i>[Insert Landowner A, B or C]</i> | | | | |
| Transferee | | | | |

3. Prescribed Developable Lot

| Column 1 Description | Column 2 Address | Column 3 Owner |
|---------------------------------|-----------------------------|---------------------------|
| | | |

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

Execution by the parties

Council

Signed Sealed and Delivered on behalf of the Sunshine Coast Regional Council by its duly appointed delegate on the _____ day of _____ under the resolution of the Sunshine Coast Regional Council on the _____ day of _____ in the presence of:

Delegate

Witness

Name of Delegate (print)

Name of Witness (print)

Unitywater

Signed Sealed and Delivered on behalf of the **Northern SEQ Distributor-Retailer Authority** by its duly appointed delegate on the _____ day of _____ in the presence of

Delegate

Witness

Name of Delegate (print)

Name of Witness (print)

Landowner

Signed Sealed and Delivered by [*Insert name of Landowner*]
on the _____ day of _____

Company Secretary/Director

Director

Name of Company Secretary/Director
(print)

Name of Director (print)

**Palmview Structure Plan Area Infrastructure Agreement 2010
(Consolidation No 2)**

Landowner

Signed Sealed and Delivered by [*Insert name of Landowner*]

on the _____ day of _____

Landowner

Witness

Name of Landowner (print)

Name of Witness (print)

Transferee

Signed Sealed and Delivered by [*Insert name of Transferee*]

on the _____ day of _____

Company Secretary/Director

Director

Name of Company Secretary/Director
(print)

Name of Director (print)

Transferee

Signed Sealed and Delivered by [*Insert name of Transferee*]

on the _____ day of _____

Transferee

Witness

Name of Transferee (print)

Name of Witness (print)

Palmview Structure Plan Area Infrastructure Agreement 2010 (Endnotes)

Sustainable Planning Act 2009

Sunshine Coast Regional Council
(Council)

Northern SEQ Distributor-Retailer Authority
(Unitywater)

Investa Residential Group Pty Ltd (Owner of Area A)
(Landowner A)

**Marilyn Anne Crosby, Benjamin John Jude Crosby and Peter Gerard Boyce as
personal representatives of the Estate of Peter Vincent Crosby (Owner of Area
B)**
(Landowner B)

Gerard Joseph McCafferty (Owner of Area C)
(Landowner C)

Endnotes

1. Index to endnotes

- 2 Date to which amendments incorporated
- 3 Key
- 4 Table of consolidations
- 5 List of amendment infrastructure agreements
- 6 List of annotations

2. Date to which amendments incorporated

This document includes all amendments that commenced operation on or before 1 April 2016.

3. Key

Key to abbreviations in list of amendment agreements and annotations

| Key | Explanation |
|--------|-------------|
| amd | amended |
| cl | clause |
| def | definition |
| ins | inserted |
| om | omitted |
| Pt | part |
| (prev) | previously |
| renum | renumbered |
| sch | schedule |
| sub | substitute |

4. Table of consolidations

A consolidation is issued upon the commencement of an amendment to the infrastructure agreement. A consolidation is given the date of commencement of the amendment to the infrastructure agreement.

| Consolidation No | Amendment included | Effective |
|------------------|--------------------------|-----------------|
| 1 | Amendment Agreement No 1 | 2 November 2010 |
| 2 | Amendment Agreement No 2 | 1 April 2016 |

5. List of amendment infrastructure agreements

Palmview Structure Plan Area Infrastructure Agreement 2010
Date document made 19 September 2010

Amendment Agreement No 1 (Palmview Structure Plan Area Infrastructure Agreement 2010)

Date document made 2 November 2010

Amendment Agreement No 2 (Palmview Structure Plan Area Infrastructure Agreement 2010)

Date document made 23 April 2015

Date amendments to the infrastructure agreement took effect 1 April 2016

6. List of annotations

Parties

Pt 1 renum 2016 No 2, sch 2

Recitals

Pt 1 renum 2016 No 2 sch 2

Deed

cl 1.2(a)(i) om 2016 No 2 sch 2

cl 1.2(a)(i)(ii) (prev cl 1.2(a)(ii)(iii)) renum 2016 No 2 sch 2

Definitions

cl 2.1 def "**Allocated Infrastructure Offset**" om 2016 No 2 sch 2

cl 2.1 def "**Additional Infrastructure Contribution**" ins 2016 No 2 sch 2

cl 2.1 def "**Amendment Agreement No 1**" ins 2010 No 1 cl 4.1(1)

cl 2.1 def "**Amendment Agreement No 2**" ins 2016 No 2 sch 2

cl 2.1 def "**Approval**" amd 2016 No 2 sch 2

cl 2.1 def "**Area Development Application**" ins 2016 No 2 sch 2

cl 2.1 def "**Area Development Approval**" ins 2016 No 2 sch 2

cl 2.1 def "**Completion Security**" amd 2016 No 2 sch 2

cl 2.1 def "**CPI**" amd 2016 No 2 sch 2

cl 2.1 def "**Developed Lot**" amd 2016 No 2 sch 2

cl 2.1 def "**Development Lot**" ins 2016 No 2 sch 2

cl 2.1 def "**Dwelling Unit**" amd 2016 No 2 sch 2

cl 2.1 def "**Equivalent Dwelling or ED**" ins 2016 No 2 sch 2

cl 2.1 def "**Equivalent Person or EP**" ins 2016 No 2, sch 2

cl 2.1 def "**HAF Agreement**" om 2016 No 2 sch 2

cl 2.1 def "**HAF Agreement Area**" om 2016 No 2 sch 2

cl 2.1 def "**Infrastructure Arrangement**" om 2016 No 2 sch 2

cl 2.1 def "**Infrastructure Authority Infrastructure Contribution**" ins 2016 No 2 sch 2

cl 2.1 def "**Infrastructure Charge**" ins 2016 No 2 sch 2

- cl 2.1 def “**Infrastructure Charging Instrument**” ins 2016 No 2 sch 2
- cl 2.1 def “**Infrastructure Offset**” amd 2016 No 2 sch 2
- cl 2.1 def “**Infrastructure Planning Instrument**” amd 2010 No 1 cl 4.1(2)
amd 2016 No 2 sch 2
- cl 2.1 def “**Infrastructure Standard**” amd 2016 No 2 sch 2
- cl 2.1 def “**Master Plan**” om 2016 No 2 sch 2
- cl 2.1 def “**Master Plan Approval**” om 2016 No 2 sch 2
- cl 2.1 def “**Mixed Contribution**” amd 2016 No 2 sch 2
- cl 2.1 def “**Netserv Plan**” ins 2016 No 2 sch 2
- cl 2.1 def “**Planned Estimate**” om 2016 No 2 sch 2
- cl 2.1 def “**Pre-Market Estimate**” om 2016 No 2 sch 2
- cl 2.1 def “**PPI**” ins 2016 No 2 sch 2
- cl 2.1 def “**Prescribed Developable Lot**” ins 2016 No 2 sch 2
- cl 2.1 def “**Prescribed Development Application**” ins 2016 No 2 sch 2
- cl 2.1 def “**Prescribed Development Application Infrastructure Agreement**”
ins 2016 No 2 sch 2
- cl 2.1 def “**Prescribed Development Infrastructure**” ins 2016 No 2 sch 2
- cl 2.1 def “**Prescribed Development Infrastructure Work**” ins 2016 No 2 sch 2
- cl 2.1 def “**Prescribed Development Infrastructure Work Contract**” ins 2016
No 2 sch 2
- cl 2.1 def “**Prescribed Road Infrastructure Demand Limits**” ins 2016 No 2
sch 2
- cl 2.1 def “**Preservation Deed**” amd 2016 No 2 sch 2
- cl 2.1 def “**Proposed Development**” amd 2016 No 2 sch 2
- cl 2.1 def “**Proposed Planning Instrument**” amd 2010 No 1 cl 4.1(3)
- cl 2.1 def “**Proposed Planning Instrument Amendment**” ins 2016 No 2 sch 2
- cl 2.1 def “**Public Housing**” 2016 No 2 sch 2
- cl 2.1 def “**Road and Bridge Index**” om 2016 No 2 sch 2
- cl 2.1 def “**SEQ design and construction code**” ins 2016 No 2 sch 2
- cl 2.1 def “**SEQ Water Act**” ins 2016 No 2 sch 2
- cl 2.1 def “**Structure Plan**” amd 2010 No 1 cl 4.1(4)
amd 2016 No 2 sch 2
- cl 2.1 def “**Structure Plan Area**” amd 2010 No 1 cl 4.1(5)
- cl 2.1 def “**Structure Plan Planning Scheme Policy**” amd 2010 No 1 cl 4.1(6)
amd 2016 No 2 sch 2
- cl 2.1 def “**Trunk Infrastructure**” om 2016 No 2 sch 2
- cl 2.1 def “**Trunk Infrastructure Work**” om 2016 No 2 sch 2
- cl 2.1 def “**Trunk Infrastructure Work Contract**” om 2016 No 2 sch 2
- cl 2.1 def “**Water Approval**” ins 2016 No 2 sch 2
- cl 2.1 def “**Water Infrastructure**” ins 2016 No 2 sch 2

- cl 2.1 def "**Water Infrastructure Demand Limits**" ins 2016 No 2 sch 2
 cl 2.1 def "**Water Infrastructure Instrument**" ins 2016 No 2 sch 2
 cl 2.1 def "**Work Contractor**" amd 2016 No 2 sch 2

Undefined word

- cl 2.2 amd 2016 No 2 sch 2

References

- cl 2.3(d) amd 2016 No 2 sch 2

Construction

- cl 2.4(a)(i) amd 2016 No 2 sch 2

Infrastructure agreement under the Planning Act

- cl 3.1 amd 2016 No 2 sch 2

Application of the infrastructure agreement

- cl 3.2 amd 2016 No 2 sch 2

Relationship to a Planning Instrument

- cl 3.9(b) amd 2016 No 2 sch 2

Proposed Planning Instrument

- cl 4.2 amd 2016 No 2 sch 2

Proposed Planning Instrument Amendment

- cl 4.2A ins 2016 No 2 sch 2

Termination of the infrastructure agreement

- cl 4.3(a)(ii) amd 2016 No 2 sch 2

Action to give effect to an Infrastructure Contribution

- cl 5.3(b)(ii)(B) amd 2016 No 2 sch 2

Purpose or use of an Infrastructure Contribution

- cl 5.4 amd 2016 No 2 sch 2

Specification of a Land Contribution

- cl 6.2(d) amd 2016 No 2 sch 2

Provision of Land Contribution by Infrastructure Authority

- cl 6.6(a) ins 2016 No 2 sch 2
 cl 6.6(b),(c) (prev cl 6.6(a),(b)) renum 2016 No 2 sch 2
 cl 6.6(c) om 2016 No 2 sch 2
 cl 6.6(d) amd 2016 No 2 sch 2
 cl 6.6(e) ins 2016 No 2 sch 2

Notice for the provision of a Land Contribution

- cl 6.7(a) amd 2016 No 2 sch 2

Design and specification of a Work Contribution

- cl 7.2(c) amd 2016 No 2 sch 2

Changes to the design and specification of Trunk Infrastructure Work

- cl 7.3 amd 2016 No 2 sch 2

Insurance of a Work Contribution

- cl 7.5 amd 2016 No 2 sch 2

Provision of Work Contribution

- cl 7.6(a)(x) amd 2016 No 2 sch 2
- cl 7.6(e) om 2016 No 2 sch 2
- cl 7.6(e) (prev cl 7.6(f)) renum 2016 No 2 sch 2

Completion of Work Contribution

- cl 7.7(b)(iii)(C)(1) amd 2016 No 2 sch 2

Rectification of a Work Contribution

- cl 7.8(b)(i)(E) om 2016 No 2 sch 2
- cl 7.8(b)(ii)(D) ins 2016 No 2 sch 2

Trunk Infrastructure Work Contract

- cl 8 amd 2016 No 2 sch 2

Infrastructure Offset

- cl 9 om 2016 No 2 sch 2

Development of the Development Land

- cl 9 ins 2016 No 2 sch 2

Dealing with the Development Land

- cl 10.2(c) amd 2016 No 2 sch 2
- cl 10.2(c)(ii)(A) amd 2016 No 2 sch 2
- cl 10.2(d)-(f) ins 2016 No 2 sch 2

Security from Transferee

- cl 10.2A(e) amd 2016 No 2 sch 2

Change of ownership of the Development Land

- cl 10.3(c) amd 2016 No 2 sch 2

Reduction of a Security

- cl 12.3(d) ins 2016 No 2 sch 2

Adjustment of Security

- cl 12.4(a) amd 2010 No 2 sch 2

No merger on termination

- cl 12.7 ins 2016 No 2 sch 2

Compulsory acquisition of land for a Land Contribution

- cl 13.4(a) amd 2016 No 2 sch 2

Access to a Landowner's Land

- cl 14.1(d) amd 2016 No 2 sch 2

Landowner access to Landowner Land

- cl 14.3 ins 2016 No 2 sch 2

Exercise of a right of access

- cl 14.4 (prev cl 14.3) renum 2016 No 2 sch 2

No merger on termination

- cl 14.5 (prev cl 14.4) renum 2016 No 2 sch 2

Determination of a dispute by an expert

- cl 16.4(e)(iv) amd 2016 No 2 sch 2
- cl 16.4(h) amd 2016 No 2 sch 2

Determination of an unresolved dispute

cl 16.5(a) amd 2016 No 2 sch 2

cl 16.5(a)(ii) amd 2016 No 2 sch 2

Confidentiality of information

cl 16.6(a)(i) amd 2016 No 2 sch 2

Release and indemnity

cl 17 amd 2016 No 2 sch 2

Release

cl 17.1(a)(ii) amd 2016 No 2 sch 2

cl 17.1(b)(ii) amd 2016 No 2 sch 2

Indemnity

cl 17.2(a)(iii)(B) amd 2016 No 2 sch 2

Limitation of liability of the Trustees of the Peter Crosby Estate Discretionary Trust

cl 17.3 ins 2016 No 2 sch 2

Limitation of liability of a trustee of a testamentary trust established by a will of Landowner C

cl 17.4 ins 2016 No 2 sch 2

No merger on termination

cl 17.5 (prev cl 17.3) renum 2016 No 2 sch 2

Waiver an exercise of a right

cl 19(a)(iii) ins 2016 No 2 sch 2

Further action on removal

cl 23.3 amd 2016 No 2 sch 2

Giving of a Notice

cl 24.2(c) amd 2016 No 2 sch 2

Covenant against making a Claim

cl 26.3(a)(i)-(iii) renum 2016 No 2 sch 2

cl 26.3(b) ins 2016 No 2 sch 2

Unidentified costs

cl 32.2(a)(i)(A),(B) amd 2016 No 2 sch 2

Tax

cl 32.3(b) amd 2016 No 2 sch 2

No merger on termination

cl 32.6 amd 2016 No 2 sch 2

Indexation of an amount

cl 33.2 amd 2010 No 1 cl 4.2

amd 2016 No 2 sch 2

SCHEDULE 1 – REFERENCE SCHEDULE**Parties**

item 2 amd 2010 No 1 cl 4.5

amd 2016 No 2 sch 2

Development Land

item 3 amd 2016 No 2 sch 2

Payment of costs

item 6 amd 2016 No 2 sch 2

Indexation

item 7 amd 2016 No 2 sch 2

SCHEDULE 2 – SPECIAL CONDITIONS**Palmview Community Facilities Account**

cl 1.1 (prev cl 1.1(a)) renum 2016 No 2 sch 2

Local Community Facilities Account

cl 1.2 amd 2016 No 2 sch 2

cl 1.2(b)(i),(ii) (prev cl 1.2(b)(i)-(iii)) renum 2016 No 2 sch 2

Assessment Documents

cl 2 om 2016 No 2 sch 2

Urban Development Investigations

cl 2 ins 2012 No 2 sch 2

Application of this clause

cl 2.1 amd 2010 No 1 cl 4.3(1)

om 2016 No 2 sch 2

Urban Development Investigation Areas

cl 2.1 ins 2016 No 2 sch 2

Preparation of the Assessment Documents

cl 2.2 amd 2010 No 1 cl 4.3(2)

om 2016 No 2 sch 2

Land suitable for urban development

cl 2.2 ins 2016 No 2 sch 2

Consent for the Assessment Documents

cl 2.3 om 2016 No 2 sch 2

Urban Development Investigation

cl 2.3 ins 2016 No 2 sch 2

Compliance with the Assessment Documents

cl 2.4 om 2016 No 2 sch 2

HAF Agreement

cl 3 om 2016 No 2 sch 2

Prescribed Road Infrastructure planning and funding framework

cl 3 ins 2016 No 2 sch 2

Finalisation of HAF Agreement

cl 3.1 amd 2010 No 1 cl 4.3(3)

om 2016 No 2 sch 2

Development of the HAF Area

cl 4 om 2016 No 2 sch 2

Water Infrastructure planning and funding framework

cl 4 ins 2016 No 2 sch 2

Housing affordability requirements for Area B and Area C

cl 5 om 2016 No 2 sch 2

Relationship to Bellflower Infrastructure Agreementcl 5 ins 2010 No 1 cl 4.3(4)
(prev cl 7) renum 2016 No 2 sch 2**Financial Contribution for Local Transit, Bicycle and Pedestrian Corridor (part of Greenlink)**cl 6 ins 2010 No 1 cl 4.3(4)
om 2016 No 2 sch 2**Relationship to Prescribed Development Application Infrastructure Agreement**

cl 6 ins 2016 No 2 sch 2

Land included in the Community Purpose Precinct (Educational Establishment)

cl 7 ins 2016 No 2 sch 2

Alternative Southern Road Link Upgrade Investigation

cl 8 ins 2016 No 2 sch 2

SCHEDULE 3 – INFRASTRUCTURE CONTRIBUTION SCHEDULE

sch 3 sub 2016 No 2 sch 2

item 1.2.1 amd 2010 No 1 cl 4.4(1)
om 2016 No 2 sch 2item 1.5.4 amd 2010 No 1 cl 4.4(2)–(3)
om 2016 No 2 sch 2item 1.6.2 amd 2010 No 1 cl 4.4(4)
om 2016 No 2 sch 2item 1.8.1 amd 2010 No 1 cl 4.4(5)–(7)
om 2016 No 2 sch 2item 2.1.1 amd 2010 No 1 cl 4.4(8)–(9)
om 2016 No 2 sch 2item 2.2.3 amd 2010 No 1 cl 4.4(10)
om 2016 No 2 sch 2item 2.3 (prev item 2.3) om 2010 No 1 cl 4.4(11)
renum 2010 No 1 cl 4.4(12)
om 2016 No 2 sch 2item 2.4 renum 2010 No 1 cl 4.4(13)
om 2016 No 2 sch 2item 2.4.1 (prev item 2.5.1) amd 2010 No 1 cl 4.4(14)
om 2016 No 2 sch 2item 2.4.2 (prev item 2.5.2) amd 2010 No 1 cl 4.4(15)
om 2016 No 2 sch 2

- item 2.5** renum 2010 No 1 cl 4.4(16)
om 2016 No 2 sch 2
- item 3.2.1** amd 2010 No 1 cl 4.4(17)
om 2016 No 2 sch 2
- item 5.1.2** amd 2010 No 1 cl 4.4(22)–(24)
om 2016 No 2 sch 2
- item 5.1.3** amd 2010 No 1 cl 4.4(25)–(27)
om 2016 No 2 sch 2
- item 5.2.1** amd 2010 No 1 cl 4.4(28)–(30)
om 2016 No 2 sch 2
- item 6.3.1** amd 2010 No 1 cl 4.4(31)–(32)
om 2016 No 2 sch 2
- item 7.1.1** amd 2010 No 1 cl 4.4(33)–(34)
om 2016 No 2 sch 2
- item 8.1.1** amd 2010 No 1 cl 4.4(35)–(36)
om 2016 No 2 sch 2
- item 8.2.1** amd 2010 No 1 cl 4.4(37)–(38)
om 2016 No 2 sch 2
- item 11.3.6** amd 2010 No 1 cl 4.4(39)
om 2016 No 2 sch 2

SCHEDULE 4 – DRAWINGS

Drawing 1 Development Land

- amd 2010 No 1 cl 4.6(1)
amd 2016 No 2 sch 2

Drawing 2 Palmview Structure Plan Area Development and Transport Infrastructure Network Sequencing

- amd 2010 No 1 cl 4.6(2)
om 2016 No 2 sch 2

Drawing 2 Development and Prescribed Road Infrastructure

- ins 2016 No 2 sch 2

Drawing 3 Palmview Structure Plan Area Water Supply Infrastructure Network

- amd 2010 No 1 cl 4.6(3)
om 2016 No 2 sch 2

Drawing 3 Specification of Transport Infrastructure

- ins 2016 No 2 sch 2

Drawing 4 Palmview Structure Plan Area Sewer Infrastructure Network

- amd 2010 No 1 cl 4.6(4)
om 2016 No 2 sch 2

Drawing 4 Water Supply Infrastructure

ins 2016 No 2 sch 2

Drawing 5 Specification of Transport Infrastructure

amd 2010 No 1 cl 4.6(5)

om 2016 No 2 sch 2

Drawing 5 Sewer Infrastructure

ins 2016 No 2 sch 2

Drawing 6 Urban Development Investigation Areas

ins 2016 No 2 sch 2

SCHEDULE 5 – PROPOSED PLANNING INSTRUMENT

om 2010 No 1 cl 4.7

SCHEDULE 5 – INFRASTRUCTURE PLANNING INSTRUMENT

renum 2010 No 1 cl 4.8

om 2016 No 2 sch 2

SCHEDULE 5 – PRESCRIBED ROAD INFRASTRUCTURE PLAN

ins 2016 No 2 sch 2

**SCHEDULE 6 – TRANSFER CERTIFICATE FOR A PRESCRIBED DEVELOPABLE
LOT**

ins 2016 No 2 sch 2