

Date:

Infrastructure Agreement

Barro Group Pty LIMITED ACN 005 105 724

And

Sunshine Coast Regional Council ABN 37 876 973 913

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION	4
1.1	Definitions	4
1.2	Undefined word.....	6
1.3	Interpretation.....	6
1.4	Inclusive expressions.....	7
1.5	Business Day.....	7
1.6	Trustee.....	7
2.	INFRASTRUCTURE AGREEMENT	7
2.1	Application of Act.....	7
2.2	Application of the Infrastructure Agreement.....	7
2.3	Relationship to an Approval.....	7
2.4	Relationship to a planning instrument or Approval.....	7
2.5	No Fetter	8
3.	OPERATION OF THE INFRASTRUCTURE AGREEMENT	8
3.1	Commencement of the Infrastructure Agreement.....	8
3.2	Conditions Precedent to Developer's Obligations	8
3.3	Development Application.....	8
3.4	Termination of the infrastructure agreement.....	8
3.5	Developer's warranties	9
3.6	Novation of Agreement	9
4.	OBLIGATIONS OF PARTIES.....	9
4.1	The Developer's obligations	9
4.2	The Council's obligations.....	9
5.	GST.....	9
5.1	Definition -GST	9
5.2	Definition - GST Law.....	10
5.3	Goods and Services Tax	10
6.	DISPUTE RESOLUTION.....	10
6.1	First Determination Notice.....	10
6.2	Contents of Notice.....	10
6.3	Second Determination Notice	11
6.4	Default Appointment.....	11
6.5	President to Appoint	11
6.6	Classes of Determinator	11
6.7	Parties to Use Best Endeavours.....	11
6.8	Right to be Heard	12
6.9	Determinator's Decision.....	12

6.10	Determinator may Appoint other Expert to Assist.....	12
6.11	Determinator to Act as an Expert.....	12
6.12	Costs of Determination	12
6.13	Conduct Pending Expert Determination	12
7.	FORCEMAJEURE.....	13
7.1	Notice of Force Majeure.....	13
7.2	Suspension of an Obligation.....	13
7.3	Removal or amelioration of Force Majeure	13
7.4	Dispute resolution process to apply.....	13
8.	GENERAL	13
8.1	Severance	13
8.2	Notices.....	13
8.3	Jurisdiction.....	14
8.4	Waivers.....	14
8.5	Variation	14
8.6	Cumulative rights	14
8.7	Further assurances	14
8.8	Entire agreement.....	15
8.9	Counterparts	15
8.10	Time of the essence.....	15

This Infrastructure Agreement is made the _____ day of March 2019.

BETWEEN: Barro Group Pty LIMITED ACN 005 105 724 ("Developer")

AND: Sunshine Coast Regional Council ABN 37 876 973 913 ("Council")

RECITALS

- A. The Developer has lodged a Development Application with Council over the Development Land.
- B. On 3 July 2018 the Department of State Development Manufacturing, Infrastructure and Planning (**DSDMIP**) issued an amended concurrence agency response relating to the Proposed Development with conditions and in particular condition 4 of the amended concurrence agency response required the Developer to enter into an agreed delivery arrangement to deliver an environmental offset in accordance with the *Environmental Offsets Act 2014* to counterbalance the significant residual impacts on the matters of state environmental significance. The Director-General of Department of Environment and Science is the nominated assessing authority for the offset.
- C. The timing of the delivery of the environmental offset is conditioned as prior to commencing any works that impact upon matters of state environmental significance.
- D. Council has requested that there is no long-term net loss of the vegetation communities (including, but not limited to the identified species *E. seeana*) to be cleared by the Proposed Development within Council's Local Government Area and that all of the offsets required by the DSDMIP amended concurrence agency response are delivered by the Developer in the Local Government Area to achieve Council's request.
- E. This Agreement forms part of the common material for Council's assessment of the Development Application.

THE PARTIES AGREE

That in consideration of, among other things, the mutual promises contained in this Agreement:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Agreement means this agreement and includes any annexure, exhibit and schedule to this agreement;

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;

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

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;

Business Day has the meaning given to it in the *Acts Interpretation Act 1954*;

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 when the last party executes this Agreement;

Council means Sunshine Coast Regional Council;

Developer means the party identified as the Developer as described in Schedule 2;

Development Application means the development application described in Schedule 2;

Development Approval means a development approval given by the Council for the Development Application as described in Schedule 2, if an approval is given by Council;

Development Entitlements means the entitlements for the development of the Development Land in the Development Approval;

Development Land means the land as described in Schedule 2;

Development Obligations means an obligation under this Agreement to be performed and fulfilled by a party;

DSDMIP means the Department of State Development, Manufacturing, Infrastructure and Planning;

DSDMIP Offset means the environmental offset required to be delivered by the Developer under the DSDMIP Offset Condition;

DSDMIP Offset Condition means condition 4 of the Department of State Development, Manufacturing, Infrastructure and Planning amended concurrence agency response dated 3 July 2018 or otherwise amended;

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;
- (b) which is not within the reasonable control of the party claiming Force Majeure; and

- (c) which could not have been prevented by that party exercising a standard of knowledge, foresight, care and diligence consistent with that of a prudent and competent person under the circumstances;

Local Government Area means the area designated as the Council's local government area;

Native Vegetation Area means an area identified as a native vegetation area on a Biodiversity, Waterways and Wetlands Overlay Map under a local planning instrument;

Notice means a document to be given by a party or a person under this Agreement;

Planning Act means the *Planning Act 2016* (Qld);

Proposed Development means the development of the Development Land provided for in the Development Entitlements;

Special Conditions means the special conditions in Schedule 1.

1.2 Undefined word

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

- a) Planning Act;
- b) a relevant local planning instrument if the word is not defined in Planning Act;
- c) the Macquarie Dictionary if the word is not defined in Planning Act or a relevant planning instrument.

1.3 Interpretation

In this Agreement, headings and bold type are for convenience only and do not affect the interpretation of this Agreement and, unless the context otherwise requires:

- a) words importing the singular include the plural and vice versa;
- b) words importing a gender include any gender;
- c) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government agency;
- e) a reference to anything (including any right) includes a part of that thing but nothing in this clause 1.3(e) implies that performance of part of an obligation constitutes performance of the obligation;
- f) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this Agreement;
- g) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, whether passed by the same or another Government agency with legal power to do so, and a reference

to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;

- h) a reference to a document (including reference to the Development Approval if given by Council) includes all amendments or supplements to, or replacements or novations of, that document;
- i) a reference to a party to a document includes that party's successors and permitted assigns;
- j) a reference to an agreement other than this Agreement includes an undertaking, deed, agreement or legally enforceable arrangement in writing;
- k) a reference to a document includes any agreement in writing, or any decision notice, other notice, certificate, instrument or other document of any kind;
- l) all references to "\$" and "dollars" are to the lawful currency of Australia;
- m) all references to dates and times are to Australian Eastern Standard Time;
- n) a reference to a day is a Calendar Day;
- o) no provision of this Agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Agreement or that provision.

1.4 Inclusive expressions

Specifying anything in this Agreement after the words "includes" or "for example" or similar expressions does not limit what else is included unless there is express wording to the contrary.

1.5 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

1.6 Trustee

A party which is a trustee is bound both personally and in its capacity as trustee.

2. INFRASTRUCTURE AGREEMENT

2.1 Application of Act

This Agreement constitutes an infrastructure agreement pursuant to the Planning Act.

2.2 Application of the Infrastructure Agreement

This Agreement applies to all development comprising the Proposed Development of the Development Land.

2.3 Relationship to an Approval

If a Development Obligation is inconsistent with an Approval for the Proposed Development, the Development Obligation is to prevail to the extent of the inconsistency.

2.4 Relationship to a planning instrument or Approval

If a Development Entitlement is proposed to be changed by Council, the Developer, DSDMIP or an Approval Authority, including by a change to a planning instrument, the parties are to, in a manner which is as timely as is reasonably practicable:

- a) confer with a view to reaching an agreement as to the affect the change has on a Development Entitlement;
- b) if the parties agree that a Development Entitlement is affected by the change, using their best endeavours, review the Development Obligations and negotiate in good faith and change this Agreement 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 or Approval which took effect;
- c) invoke the dispute resolution process under clause 6 if an agreement cannot be reached for a matter in clauses 2.4(a) and (b); and
- d) have regard to the following in relation to a matter in clauses 2.4(a) and (b):
 - (i) this Agreement;
 - (ii) the intent of the parties in entering into this Agreement as stated in the recitals.

2.5 No Fetter

Nothing in this Agreement is intended to fetter the discretion of the Council in relation to a decision about the Development Application or any further Application that may be made in respect of the Development Land.

3. OPERATION OF THE INFRASTRUCTURE AGREEMENT

3.1 Commencement of the Infrastructure Agreement

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

3.2 Conditions Precedent to Developer's Obligations

The Developer is not required to comply with a Development Obligation in this Agreement unless and until it receives the Development Approval from the Council, and the Development Approval has taken effect.

3.3 Development Application

The Council is to decide the Development Application in a manner which is as timely as is reasonably practicable.

3.4 Termination of the infrastructure agreement

- a) A party may give to each other party a Notice which states that it proposes to terminate this Agreement if one of the following events has occurred:
 - (i) the Council refuses all or part of the Development Application;
 - (ii) the Development Entitlements:
 - (A) do not take effect under Planning Act; or
 - (B) cease to have effect under Planning Act;
 - (iii) the parties agree that the Proposed Development has been completed and the Development Obligations have been performed and fulfilled;

(iv) the parties agree that the performance and fulfilment of this Agreement has been frustrated by an event outside of the control of the parties.

b) A party may at a date, which is at least 20 Business Days after the giving of the Notice under clause 3.4(a) give to each other party a Notice which states that this Agreement is terminated.

3.5 Developer's warranties

The Developer warrants that it holds the necessary Approvals, including a sales permit under the *Forestry Act 1959*, from the State Government to get quarry material from the Development Land.

3.6 Novation of Agreement

a) The Developer must not sell, transfer or otherwise dispose of an Approval mentioned in clause 3.5 without first obtaining from the transferee a deed of novation of this Agreement in favour of the Council.

b) If the Developer sells, transfers or otherwise disposes of an Approval mentioned in clause 3.5, or another entity obtains such an Approval, a Development Obligation under this Agreement remains binding on the Developer except to the extent provided for in a deed of novation between the Developer, the transferee/other entity and the Council.

4. OBLIGATIONS OF PARTIES

4.1 The Developer's obligations

The Developer will at its own cost:

- (a) comply with the Special Conditions at Schedule 1 of this Agreement; and
- (b) otherwise comply with the Agreement.

4.2 The Council's obligations

The Council will:

- (a) comply with the Special Conditions at Schedule 1 of this Agreement;
- (b) to the extent possible, assist the Developer to find a suitable location for any land-based offsets provided there is no net cost to Council in doing so; and
- (c) otherwise comply with the Agreement.

5. GST

5.1 Definition - GST

GST means a tax that is payable under the GST Law and imposed as a goods and services tax by any of the following:

- (a) the *A New Tax System (Goods and Service Tax Imposition - General) Act 1999*;
- (b) the *A New Tax System (Goods and Service Tax Imposition - Customs) Act 1999*;

- (c) the *A New Tax System (Goods and Service Tax Imposition - Excise) Act 1999*;
- (d) Regulations related to any of these Acts;
- (e) any amendment to any of these Acts or regulations or both or any other Act by any of the Commonwealth, State or Territory Governments which imposes a goods and services tax, a broad-based consumption tax, value added tax, retail turnover tax or a tax of a similar nature.

5.2 Definition - GST Law

GST Law has the meaning given by Section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*.

5.3 Goods and Services Tax

- (a) All Payments specified in this Agreement are exclusive of GST.
- (b) If the supplier of a supply is liable under the GST Law for any GST on that supply, the recipient must pay to the supplier instead of the payment for that supply (**Payment**), an amount (the **Adjusted Payment**) calculated in accordance with the following formula:

$$AP = P + (P \times R)$$

Where:

AP is the Adjusted Payment; P is the Payment; and

R is the rate of goods and services tax specified in the *A New Tax System (Goods and Services Tax Imposition - General) Act 1999*.

- (c) The recipient must pay to the supplier the Adjusted Payment calculated under clause 5.3(b) at the same time as the recipient is required to pay the Payment under this Agreement.
- (d) The supplier must issue to the recipient a Tax Invoice in respect of each payment made under clause 5.3 on the payment being made.
- (e) If the supplier refunds to the recipient any amount under this Agreement, the supplier must also issue to the recipient an adjustment note in respect of the refund.

6. DISPUTE RESOLUTION

6.1 First Determination Notice

When a party decides to refer a dispute for determination by a person (**Determinator**) it must do so by a Notice (**First Determination Notice**) to the other party.

6.2 Contents of Notice

The First Determination Notice must specify the following:

- (a) the name, address and occupation of a specific determinator (the **Nominated Determinator**); and
- (b) a nomination of a specified class of determinators, being one of the classes specified in the left column of the paragraphs in clause 6.6; and
- (c) complete particulars of the dispute or difference to ensure that all expert

determinations under this Agreement, can be expeditiously and fully completed.

6.3 Second Determination Notice

Unless within 14 days of receipt of the First Determination Notice, the other party gives a Notice (**Second Determination Notice**) to the party giving the First Determination Notice, the Nominated Determinator must be the Determinator.

6.4 Default Appointment

The Second Determination Notice may reject the Nominated Determinator but accept the specific class of determinator specified in the First Determination Notice, in which event the Determinator must be:

- (a) a member of the class of persons specified in the First Determination Notice; and
- (b) appointed by the president of the appropriate institute or association in accordance with the relevant part of clause 6.6.

6.5 President to Appoint

If the Second Determination Notice rejects the specific class of Determinator specified in the First Determination Notice, the question of the appropriate class of Determinator must be referred, at the request of any party, to a mediator appointed by the President for the time being of the Queensland Law Society Inc., whose decision as to the class of persons from which the Determinator will be appointed, must be final and binding upon the parties, and either party may request the president of the appropriate institute or association to appoint the Determinator.

6.6 Classes of Determinator

Failing agreement to the contrary, where any dispute or difference is referred for determination, the Determinator must be appointed by the President (or equivalent) of one of the following institutes or associations (Qld Division / Chapter) as is appropriate in the circumstances:

- (a) if an architect: by the Australian Institute of Architects; or
- (b) if a real estate agent: by the Real Estate Institute of Queensland; or
- (c) if a quantity surveyor: by the Institute of Quantity Surveyors; or
- (d) if an engineer: by the Institution of Engineers, Australia; or
- (e) if a mediator: by the Institute of Arbitrators Australia; or
- (f) if an accountant: by the Institute of Chartered Accountants; or
- (g) if a town planner: by Planning Institute of Australia; or
- (h) if a valuer: by the Australian Property Institute.

In each case being a Determinator experienced in work involving extractive industries.

6.7 Parties to Use Best Endeavours

When any dispute or difference has been referred for determination, the parties must each:

- (a) use their best endeavours to make available to the Determinator all facts

and circumstances which the Determinator requires in order to settle or determine the dispute or difference; and

- (b) ensure that their respective employees, agents or consultants are available to appear at any hearing or enquiry called for, by the Determinator.

6.8 Right to be Heard

The parties each have the right to:

- (a) make submissions to the Determinator; and
(b) be heard by the Determinator.

6.9 Determinator's Decision

The decision of the Determinator must be made and delivered to the parties within a period of 5 Business Days (or such other period as the parties may agree, or the Determinator may determine) after the date of submission of the dispute or difference to the Determinator.

6.10 Determinator may Appoint other Expert to Assist

- (a) The Determinator may with the consent of the parties (and must if required by a party) appoint any other expert (being a member of an institute or association specified in clause 6.6 to consult with, assist and advise the Determinator.
(b) The cost of an expert appointed pursuant to paragraph (a) is deemed to form part of the determination costs and expenses.

6.11 Determinator to Act as an Expert

The Determinator must act as an expert, not as an arbitrator, and his decision will be final and binding upon the parties.

6.12 Costs of Determination

The Determinator must also determine:

- (a) the amount of costs and expenses of, and relating to, the reference of any dispute or difference to him; and
(b) which party or parties must bear the costs and expenses, and in what shares, and in making the determination, the Determinator must take into account the reasonableness of the parties leading up to the expert determination.

6.13 Conduct Pending Expert Determination

In the event of any dispute being referred for the decision of an independent expert as provided under clause 6.6:

- (a) if it is possible to do so, the construction of the works associated with this Agreement must proceed pending the decision; and
(b) if either party is challenging any payment claimed by the other:
(i) so much of that payment (as is admitted to owing) must be paid immediately; and
(ii) an appropriate adjustment must be made within 14 Business Days of the expert's decision.

7. FORCE MAJEURE

7.1 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 each other party a Notice which states the following:

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

7.2 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.

7.3 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 endeavors to remove the Force Majeure or ameliorate its effect.

7.4 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 6.

8. GENERAL

8.1 Severance

If any clause or provision of this Agreement is void, illegal or unenforceable for any reason, that clause or provision will be severed from this Agreement and the remaining clauses and provisions will continue in full force and effect.

8.2 Notices

- (a) Any Notice or other communication including any request, demand, consent or approval, to or by a party to this Agreement:
 - (i) must be in legible writing and in English addressed to:
 - (A) if to the Developer:
Attention: Barro Group Pty Limited c/- Ian Ridoutt
Address: 191 Drummond Street Carlton South, VIC, 3053
Email: ian.ridoutt@barro.com.au
 - (B) if to Sunshine Coast Regional Council:
Attention: Chief Legal Officer
Address: Locked Bag 72, Sunshine Coast Mail Centre Qld 4560
Email: mail@sunshinecoast.qld.gov.au
 - (ii) must be signed by an authorised officer of the sender or the solicitors

for the sender;

- (iii) is regarded as being given by the sender and received by the addressee:
 - (A) in the case of delivery by hand, on the day of delivery if delivered by 5pm on a Business Day, or otherwise on the next Business Day;
 - (B) in the case of delivery by post, on the day when, by the ordinary course of post, it would have been delivered; and
 - (C) in the case of email, on the day the email indicates it was sent if delivered by 5pm on a Business Day, or otherwise on the next Business Day, unless notice of non-delivery is received.

8.3 Jurisdiction

- (a) This Agreement is governed by the laws of Queensland.
- (b) Each of the parties irrevocably submits to the exclusive jurisdiction of the Courts of Queensland.

8.4 Waivers

- (a) Waiver of any right arising from a breach of this Agreement or of any right, power, authority, discretion or remedy arising upon default under this Agreement must be in writing and signed by the party granting the waiver.
- (b) A right, power, authority, discretion or remedy is not waived if there is a failure or delay in exercise, or partial exercise, of:
 - (i) a right arising from a breach of this Agreement; or
 - (ii) a right, power, authority, discretion or remedy created or arising upon default under this Agreement.
- (c) A party is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy arising from a breach of this Agreement or on a default under this Agreement as constituting a waiver of that right, power, authority, discretion or remedy.
- (d) A party may not rely on any conduct of another party as a defence to exercise of a right, power, authority, discretion or remedy by that other party.
- (e) This clause may not itself be waived except by writing.

8.5 Variation

- (a) The parties may at any time agree to change, review or replace this Agreement.
- (b) The parties may agree the circumstances and the manner in which a change, review or replacement of this Agreement is to be conducted.
- (c) A change, review or replacement of this Agreement must be in writing and signed by the parties.

8.6 Cumulative rights

The rights, powers, authorities, discretions and remedies arising out of or under this Agreement are cumulative and do not exclude any other right, power, authority, discretion or remedy of a party.

8.7 Further assurances

Each party must do all things and execute all further documents necessary to give full effect to this Agreement.

8.8 Entire agreement

This Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties in respect of its subject matter.

8.9 Counterparts

This document may consist of a number of copies, each signed by one or more parties to it.

If so, the signed copies are treated as making up a single document and the date on which the last counterpart is executed is the date of the document.

8.10 Time of the essence

Time is of the essence of this Agreement.

EXECUTED as a DEED

EXECUTED by Barro Group Pty LIMITED (ACN 005 105 724) in accordance with section 127(1) of the Corporations Act 2001(Cth)

Jan. P. Alexander
Director/Company Secretary

Raymond Barro
Director

JAN PETER ALEXANDER
Name of Director/Company Secretary (print)

RAYMOND BARRO
Name of Director (print)

6 MARCH 2019
Date

EXECUTED by SUNSHINE COAST)
REGIONAL COUNCIL by its duly)
delegated officer, in presence of:)

Delegate

Witness

Name of Delegate (print)

Name of Witness (print)

Date

SCHEDULE 1 SPECIAL CONDITIONS

1. The Developer must deliver all of the DSDMIP Offset in relation to the clearing of koala habitat (DSDMIP Offset Condition 4(c)) (if it is required, and at the rate it is required when the Development Approval takes effect) in the Local Government Area by way of a "land-based offset" as that term is used in the *Queensland Environmental Offsets Policy (version 1.6)*.
2. The Developer must use reasonable endeavours to deliver all of the DSDMIP Offset in relation to the clearing of regulated vegetation that is an 'endangered' or 'of concern' regional ecosystem (DSDMIP Offset Conditions 4(a) and 4(b)) (if it is required, and at the rate it is required when the Development Approval takes effect) by way of a "land-based offset" as that term is used in the *Queensland Environmental Offsets Policy (version 1.6)* in the Local Government Area, but the Developer must at least offset the areas in DSDMIP Offset Conditions 4(a) and 4(b) (if required when the Development Approval takes effect) in the Local Government Area at a minimum of one hectare for every one hectare cleared.
3. If the DSDMIP Offset Condition 4(a) or 4(b) ceases to have effect for any reason, or is amended so that less clearing is required to be offset, the Developer agrees to provide an environmental offset to the Council in the Local Government Area to counterbalance the significant residual impacts of the balance of the clearing of native vegetation in a Native Vegetation Area not already subject to an environmental offset (at a ratio of 1.5 hectares for every one hectare cleared).
4. To comply with special condition 3 the Developer must enter into an agreed delivery arrangement with the Council to deliver the environmental offset in accordance with the *Environmental Offsets Act 2014*, prior to clearing any native vegetation on the Development Land that is subject to the environmental offset. For the avoidance of doubt, the requirement to provide an environmental offset in special condition 3 is taken to be an "offset condition" for the purposes of the *Environmental Offsets Act 2014*.
5. Special conditions 3-4 do not apply if the Council issues an Approval of the Development Application that is subject to conditions that are both in addition to and significantly more onerous than the suite of conditions in the Council officer assessment report prepared by the relevant Council officer to assist the Council to decide the Development Application.
6. The parties agree that this Agreement does not infer or provide any rights for the Council to become the nominated assessment authority for the DSDMIP Offset and the parties acknowledge that the Director-General of Department of Environment and Science will remain the nominated assessing authority for the DSDMIP Offset.

SCHEDULE 2
DEVELOPMENT DETAILS

Item	DEFINED TERM	DETAILS
1	DEVELOPMENT APPLICATION	MCU16/0275: MATERIAL CHANGE OF USE – DEVELOPMENT PERMIT COMPRISING EXTRACTIVE INDUSTRY (EXTENSION), CARETAKER'S ACCOMMODATION AND CONCURRENCE ENVIRONMENTALLY RELEVANT ACTIVITIES (ERAS) AND ENVIRONMENTAL AUTHORITY FOR ERAS 16(2)(C) AND 16(3)(C)
2	DEVELOPMENT LAND	BEERBURRUM-WOODFORD ROAD, BEERBURRUM QLD 4517 (DESCRIBED AS PART OF LOT 589 ON FTY1876)
3	DEVELOPER	BARRO GROUP PTY. LIMITED ACN 005 105 724