SUNSHINE COAST COUNCIL

PARKLAKES II DEVELOPMENTS PTY LTD ACN 600 791 571

CANE DRAIN WIDENING PARKLAKES 2 (MCU07/0192.05)

Appendix B

CONTENTS

1	INTERPRETATION4					
	1.1	Nature of Deed	. 4			
	1.2	Commencement	. 4			
	1.3	Interpretation	. 4			
	1.4	Definitions	. 6			
	1.5	Other Expressions	. 8			
	1.6	Rights and Obligations Council				
2	INFRAS	STRUCTURE DEED				
	2.1	Application of Act	. 8			
	2.2	Deed to bind successors in title	. 8			
	3	CANE DRAIN WIDENING				
	3.1	Infrastructure Agreement overrides Development Permit	10			
	3.2	Continuance of Preliminary Parklakes 2 Approval	10			
	3.3	Cane Drain Widening	10			
	3.4	Time for payment	11			
	3.5	Indexed Cane Drain Widening Contribution	11			
	3.6	Payment to Council				
4	GOOD	S AND SERVICES TAX	12			
	4.1	Interpretation	12			
	4.2	Consideration GST exclusive	12			
	4.3	Payment of GST	12			
	4.4	Timing of GST payment	12			
	4.5	Tax invoices	12			
	4.6	Adjustment events	13			
	4.7	Reimbursements	13			
	4.8	Representatives	13			
	4.9	Pay As You Go ("PAYG")	13			
5	DEFAL	DEFAULT BY OWNER OR PROPONENT14				
	5.1	Rights of the Council on default	14			
	5.2	Application of money	14			
6	NOVA	TION OF DEED UPON SALE	15			
	6.1	Sale of the Subject Site	15			
	6.2	Owner to remain liable	15			
	6.3	Release from Liability	15			
7	RECO	NFIGURATION OF THE SUBJECT SITE	15			
	7.1	Reconfiguring and compliance				
	7.2	Reconfiguring and non-compliance	15			
8	SERVI	CE	16			
	8.1	Service by prepaid post	16			
	8.2	Deemed service	16			
	8.3	Proof of service	16			
	8.4	Form of Notice	16			
9	MISCE	ELLANEOUS	16			
		Payment of costs				

Page 2 of 24

9.2	Time	
9.3	Place for payment of monies	16
9.4	Waiver	16
9.5	Laches and delay	
9.6	Severance	
9.7	Warranty of authority	17
9.8	Further assurances	17
9.9	Force Majeure	
9.10	Amendment of deed	18
SCHEDULE	1	16 17 17 17 17 18
SCHEDULE	2	20
COLLEDINE		

Appendix B Cane Drain Widening Infrastructure Agreement

THIS DEED is made on the date stated in item 1.

BETWEEN

The Council

AND

the Proponent

AND

the Owner

RECITALS

- A The Proponent is Parklakes II Developments Pty Ltd and the Owner is Parklakes II Developments Pty Ltd.
- B The Proponent lodged a Development Application in relation to the Subject Site.
- C The proposed development results in an increase in runoff volumes to the downstream cane drain network. The runoff will be detained to control peak flow, however this is not considered a worsening of the drainage situation in any downstream areas.
- D The Proponent has lodged an infrastructure agreement with council in respect of the widening of the downstream cane drain.
- The parties agree that the widening of the cane drain allows for the development to discharge the additional runoff volumes into the system, subject to compliance with this IA and the conditions of the Development Approval.

IT IS AGREED

1 INTERPRETATION

1.1 Nature of Deed

This deed accords with Clause 2.

1.2 Commencement

This deed commences on the Commencement Date.

1.3 Interpretation

- (a) In this deed, unless a contrary intention appears, reference to:
 - (i) a clause is to a clause in this deed; and
 - (ii) the singular includes the plural and vice versa; and
 - (iii) any gender includes all other genders; and

Page 4 of 24

- (iv) a person includes a firm, a corporation, an association and a body, whether incorporated or not and a government or statutory entity or authority; and
- (v) legislation (including subordinate legislation) includes:
 - (A) statutory instruments under the legislation; and
 - (B) consolidations, amendments, re-enactments or replacements of the legislation; and
- (vi) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile Transmission and email; and
- (vii) this or any other deed includes the deed as varied or replaced and is not affected by any change in the identity of the parties; and
- (viii) a day is a Calendar Day
- (b) The clause headings appearing in this deed are inserted for convenience of reference and do not affect the construction of the deed.
- (c) If any words are italicised or otherwise printed differently, this has been done for convenience only and does not affect the construction of this deed.
- (d) Whenever more persons than one constitute a party, all the covenants, deeds, conditions, restrictions and provisos on the part of that party contained or implied in this deed bind those persons jointly and each of them severally.
- (e) This deed is in all respects to be interpreted in accordance with the laws of the State of Queensland, and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that state and any courts which have jurisdiction to hear appeals from them, and waive any right to object to proceedings being brought in those courts.
- (f) Nothing contained in this deed affects, prejudices or derogates from the requirements of any statute or from the rights, powers and authorities of the Council under the provision of any statute or under any declared policy of the Council.
- (g) An inclusive definition, or an example or particularization of a provision, does not limit but may extend that definition or provision.
- (h) Where a word or expression is defined, other parts of speech and grammatical forms of that word or expression have a corresponding definition.

Kirra Road, Bli Bli

Appendix B Cane Drain Widening Infrastructure Agreement

- All schedules to this deed form part of this deed and a reference to an item is a reference to an item in **Schedule 1** unless stated otherwise.
- (j) Terms used in the Special Conditions which are not otherwise defined in Clause 1.4 (Definitions) shall have the meanings assigned to them in the Council's Planning Scheme.

1.4 Definitions

In this deed:

"Act" means the Planning Act 2016 ("PAct").

"Calendar Day" has the meaning given in section 36 of the Acts Interpretation Act 1954 (Qld).

"Cane Drain" means the network of drains under the management of the South Maroochy Drainage Board constructed to direct runoff from the catchment to the Maroochy River.

"Chief Executive Officer" means the Chief Executive Officer of the Council and includes the person (if any) for the time being acting as Chief Executive Officer

"Commencement Date" means the date when this deed commences being the date when the last party executes this deed

"Council" means the Local Government described in Schedule 1, Item 3 and its predecessors, successors, transferees and assigns.

"Development" has the meaning given in the Act.

"Development Application" has the meaning given in the Act as it applies to the Application and identified in item 7.

"Development Permit" has the meaning given in the Act as it applies to the Application and identified in item 8.

"Drainage Easement" means an easement in gross in favour of Council over the Works on the substantial same terms as land title document [insert number]......

"Force Majeure" means an event:

- (a) being a decree of the Commonwealth Government or the state Government, an act of God, industrial disturbance, act of public enemy, war, international blockade, public riot, lightning, flood, earthquake, fire, storm or other event whether of a kind herein specified or otherwise;
- (b) which is not within the 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 foresight, care and diligence consistent with that of a prudent and competent person under the circumstances.

Page 6 of 24

Appendix B Cane Drain Widening Infrastructure Agreement

> "Index Number" means the Producer Price Services for road and bridge construction Queensland - Index Numbers; produced by the Australian Bureau of Statistics. If the said Index is suspended or discontinued or if different factors are used to determine the same Index, the Index Number shall be such an Index as the Council and Owner agree reflects increases in the costs of construction in Queensland. In default of such agreement such Index will be as determined on the application of either party to the President of the Queensland Law Society Inc at the relevant time, or his Nominee, acting as an expert and not as an arbitrator and whose decision shall be conclusive.

> "Local Government" has the meaning given in the Local Government Act

"Local Government Area" has the meaning given in the Local Government Act 2009.

"Lot" has the meaning in the Act.

"Notice" means any certificate, demand or notice to be made, given or served by a party under this deed.

"Owner" of the Subject Site means the person described in item 4A.

"Planning Scheme" means the planning scheme of the Council applicable for the Subject Site.

"Planning Scheme Policies" means the Planning Scheme Policies in respect of Infrastructure Contributions applying generally in the Sunshine Coast Council Local Government Area over the Subject Site.

"Plans of Survey" means:

- (a) the Standard Format Plan; and
- (b) the Volumetric Format Plan.

"Preliminary Approval" has the meaning given in the Act as it applies to the Application and identified in section 242 of the Sustainable Planning Act (2009).

"Parklakes 2 Preliminary Approval" means Decision Notice containing the supplementary tables of assessment, conditions of approval and Parklakes 2 master plan approved under application number MCU07/0192. The Parklakes 2 Preliminary Approval overrides the Planning Scheme for the Parklakes 2 preliminary approval area.

"Proponent" means the person described in and having its address at the place described in item 4 and includes:

- successors and permitted assigns in the case of a corporation. association or other body whether incorporated or not; and
- executors, administrators and permitted assigns in the case of a natural (b) person.

Page 7 of 24

Appendix B Cane Drain Widening Infrastructure Agreement

"Public Office" has the meaning given in the Local Government Act 2009.

"Purchaser" means the purchaser of the Subject Site from the Owner.

"Relevant Period" has the meaning given in the Act.

"Sell" includes transfer, dispose of and alienate and "Sale" has the corresponding meaning.

"Special Conditions" means the conditions specified in item 6 with which the Owner and Proponent must comply.

"Subject Site" means the Parklakes 2 preliminary approval area and includes:

- (a) any interest or estate in, on, over or under the land; and
- (b) the airspace above the surface of the land and any estate or interest in the land; and
- (c) the subsoil of the land and any estate or interest in the subsoil; and
- (d) any part or parts of the land; and
- (e) any estate or interest created in respect of any of the above matters.

"Use" has the meaning given in the Act.

"Works Criteria" means the criteria stated in Schedule 3.

"Works" means the works stated in Schedule 3.

"Works Property" means the land on which the Works are located.

1.5 Other Expressions

If a term is not defined in this Deed it shall unless the context otherwise requires, have the meaning given to it by:

- (a) the Act; or
- (b) the Macquarie Dictionary in the absence of a definition in the Act.

1.6 Rights and Obligations Council

Where rights or obligations are in respect to any contributions or works those rights shall be rights in favour of Council and those obligations shall be obligations to Council.

2 INFRASTRUCTURE DEED

2.1 Application of Act

This Deed constitutes an infrastructure agreement under the Act.

2.2 Deed to bind successors in title

The Owner consents to the obligations of the Proponent under this deed being attached to the Subject Site and being binding on the Owner and the Owner's

Page 8 of 24

Other Change to the Park Lakes 2 Preliminary Approval to add new land - 8 Kirra Road, Bli Bli Item 8.18

Cane Drain Widening Infrastructure Agreement Appendix B

> successors in title in accordance with Section 674 (when infrastructure agreements bind successors in title) of the Act.

> > Page 9 of 24

Appendix B Cane Drain Widening Infrastructure Agreement

2.3 CANE DRAIN WIDENING

2.4 Infrastructure Agreement overrides Development Permit

This deed prevails to the extent of any inconsistency with the Development

2.5 Continuance of Preliminary Parklakes 2 Approval.

The Proponent or Owner is required to comply with the conditions of the Parklakes 2 Preliminary Approval.

2.6 Drainage Management

The Proponent and the Owner:

- (a) warrant to Council that:
 - a. the design and construction of the Works has been undertaken in accordance with the Works Criteria; and
 - b. the management of drainage will be undertaken in accordance with the Parklakes 2 Preliminary Approval and the approval of the Application so as to achieve a no worsening outcome for drainage from the Development.

Kirra Road, Bli Bli

Appendix B Cane Drain Widening Infrastructure Agreement

2.7 Cane Drain Widening Easement

The Proponent and the Owner will, prior to Council issuing of the first operational works approval for the Development:

- (A) use reasonable endeavours to register a Drainage Easement over the Works Property at its cost. The Proponent and Owner will be taken to have satisfied this obligation if it makes a written offer to pay for the grant of a Drainage Easement capable of immediate acceptance, at fair market value, and the Owners of the Works Property's do not accept the offer within 30 days of its receipt. The Proponent and Owner must not make any other representations to the Works Property owners, or otherwise act in any way, which discourages or seeks to circumvent agreement on the Drainage Easement on the terms above.
- (B) in the event that agreement on the grant of a Drainage Easement is not able to reached pursuant to clause 2.7(a), the Proponent and the Owner will (as its cost) provide evidence, to the reasonable satisfaction of Council, that the owner(s) of the Works Property have consented to the Works and the ongoing control and maintenance of those Works by the Drainage Board.
- (C) in either scenario above, provide evidence to the satisfaction of Council that the Works have been lawfully undertaken.

2.8 Cane Drain Widening - Payment for Works

The Proponent or the Owner must pay the Council at the times described in Claue 3.4 (a):

- (a) the amount calculated in accordance with Clause 3.4;
- (b) Indexed in accordance with the formula in Clause 3.5.

2.9 Time for payment

(a) The Cane Drain Widening Contribution, identified in Schedule 2 will be paid to Council prior to the endorsement by Council of the survey plan for any lots within Stages 12-14 of the Parklakes 2 approval.

2.10 Indexed Cane Drain Widening Contribution

The Cane Drain Widening Contribution payable shall be indexed in accordance with the following formula:-

$$A = \underbrace{B \times C}_{D}$$

Page 11 of 24

- Where A = the Indexed Cane Drain Widening Contribution amount at the time the payment is made
- Where B = the amount identified in Schedule 2
- Where C = the Index Number for the year immediately preceding the date upon which the Infrastructure Contribution is being paid; and
- Where D = the Index Number for the 2018 year.

2.11 Payment to Council

The Cane Drain Widening Contribution shall be paid to Council unless the Owner is directed in writing by Council to pay it otherwise.

The Council acknowledge that they have the authority to enter private property to perform the proposed works. The payment to Council represents the proponents complete obligations under this Infrastructure Agreement.

3 GOODS AND SERVICES TAX

3.1 Interpretation

In this clause:

- expressions which are not defined but which have a defined meaning in GST Law have the same meaning as in the GST Law.
- (b) "GST Law" has the meaning given to that expression in A New Tax System (Goods and Services Tax) Act 1999.
- (c) "GST Amount" means the amount referred to in clause 4.3 (Payment of GST).

3.2 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Deed are exclusive of GST.

3.3 Payment of GST

If GST is payable by a supplier on any supply made under this Deed, the recipient will pay to the supplier an amount equal to the GST payable on the supply.

3.4 Timing of GST payment

The GST Amount will be paid by the recipient on the same date the consideration for the supply is to be provided under this Deed.

3.5 Tax invoices

Page 12 of 24

Kirra Road, Bli Bli

Appendix B Cane Drain Widening Infrastructure Agreement

The recipient is not required to pay the GST Amount until the supplier has provided the recipient with a tax invoice in respect of the taxable supply. If the supplier has not provided the recipient with a tax invoice prior to the time that the GST Amount is otherwise payable under this clause, the recipient must pay the GST Amount within five days of the receipt of the tax invoice.

3.6 Adjustment events

If at any time an adjustment event arises in respect of a taxable supply made by a supplier under this Deed the supplier will provide the recipient with an adjustment note for the adjustment immediately upon becoming aware of the adjustment. Where such an adjustment event arises, a corresponding adjustment will be made to the GST Amount and a payment will be made by the recipient to the supplier or the supplier to the recipient as the case requires.

3.7 Reimbursements

Where a party is required under this Deed to pay for or reimburse an expense or outgoing of another party, the amount to be paid by the first party is the sum of:

- the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing that the other party is entitled to; and
- (b) if the payment by the first party is consideration for a taxable supply, an amount equal to the GST payable by the other party in respect of the payment.

3.8 Representatives

In the event that liability for payment of GST in respect of a supply under this Deed is imposed upon a representative of a supplier, this **Clause 4**(Goods and Services tax) shall nonetheless apply and any amounts to be calculated pursuant to this clause shall be calculated in all respects as if the supplier was liable for the GST imposed on such supply and entitled to input tax credits properly allocated to the making of that supply.

3.9 Pay As You Go ("PAYG")

PAYG instalments will be deducted from payments to be made to the Claimant if at the time of payment the Claimant has not provided to the Council a valid Australian Business Number or if the Council otherwise reasonably forms the view that deductions are required to be made under Par 2-5 of the *Taxation Administration Act 1953*.

Appendix B Cane Drain Widening Infrastructure Agreement

3.10 No Offset or Conversion

The Proponent and the Owner agree that they will not seek or make any claim for any offset, refund or conversion in relation to its obligations relating to infrastructure under this agreement, including with respect to payment for the Works and any Easement or other interest in relation to the Works.

4 DEFAULT BY OWNER OR PROPONENT

4.1 Rights of the Council on default

If the Proponent or Owner fails to duly perform and fulfil any or all of its obligations under **Clause 2**, or any other clause of this agreement,the Council may recover from the Owner:

- (a) in respect to Clause 2 the whole amount of the payment of contributions (if any) not paid by the Proponent or Owner; and
- (b) In respect of any other clause in this agreement, the cost of performing the obligations of the Proponent or Owner.

4.2 Application of money

The Council may apply any sum recovered or received by it pursuant to **Clause 5.1** (rights of the council on default) as far as the sum may extend to or towards all or any one or more of the following:

- (a) reduction or discharge of the payments or contribution payable by the Proponent or Owner under this Deed; and
- (b) reimbursing itself for the cost of works done and for any damages suffered by it.

Kirra Road, Bli Bli

Appendix B Cane Drain Widening Infrastructure Agreement

5 NOVATION OF DEED UPON SALE

5.1 Sale of the Subject Site

The Owner and any future owner must not sell or transfer the Subject Site prior to the performance and fulfilment of the Special Conditions in the agreement except subject to the condition that the purchaser (in this clause called "the Purchaser") shall enter into a deed of novation of this Deed or a replacement Deed with the Council, whereby the Purchaser becomes contractually bound to the Council to perform and comply with the terms of this Deed, or such of them as remain unperformed or unfulfilled by the Owner at the time of such sale.

5.2 Owner to remain liable

In the event that the Owner sells or transfers the Subject Site otherwise than in compliance with **Clause 6.1** the Owner must perform and fulfil the Special Conditions at such time or times as the Council stipulates, even if the time or times otherwise appointed for such performance and fulfilment have not then arrived.

5.3 Release from Liability

In the event that the Purchaser enters into a deed of novation or such further deed or agreement which contractually obliges the Purchaser to the Council to perform the Special Conditions the Owner shall be forever released from the Special Conditions or any further liability pursuant to this Deed or otherwise arising from its subject matter and the provisions of this clause may be pleaded as a bar to any proceedings brought by the Council.

6 RECONFIGURATION OF THE SUBJECT SITE

6.1 Reconfiguring and compliance

If the Subject Site is reconfigured under the provisions of the PAct and the obligations under this deed have been satisfied, then this deed no longer remains attached to the reconfigured lots and the Owners of the reconfigured lots are not bound by this deed.

6.2 Reconfiguring and non-compliance

If the Subject Site is reconfigured to create a lot comprising the Subject Site or part of the Subject Site and the obligations under clause 3 and the Special Conditions of this deed have not been satisfied, this deed remains attached to the reconfigured lot and the Owner of the reconfigured lot remains bound by this deed.

Kirra Road, Bli Bli

Appendix B Cane Drain Widening Infrastructure Agreement

7 SERVICE

7.1 Service by prepaid post

A Notice is sufficiently made, given or served by a party if left at or forwarded by prepaid post in an envelope addressed to the other party or any of them (where there are more persons than one person comprising the other party) at the address of that party specified in **Schedule 1**.

7.2 Deemed service

A Notice if sent by prepaid post is deemed to have been made, given or served at the time when in the due course of the post it would be delivered at the address to which it is directed whether or not it is actually received.

7.3 Proof of service

In proving service of a Notice made, given or served by the Council it is only necessary for the Council to certify to that effect under the hand of the Chief Executive Officer.

7.4 Form of Notice

- (a) A Notice given by a party must be in writing and signed by the party.
- (b) A Notice given by a party may be signed by an officer of that party or the solicitor for that party.
- (c) A party receiving a Notice is not obliged to enquire as to the authority of the person signing the Notice.

8 MISCELLANEOUS

8.1 Payment of costs

(a) Each party shall pay their own costs, charges and expenses of and incidental to the negotiation, preparation, execution, completion and stamping of this Deed, all counterparts of it and any other document required under this Deed.

8.2 Time

Time is, in all cases, of the essence.

8.3 Place for payment of monies

All monies payable to a party under this deed are payable free from all deductions at the address of that party specified in **Schedule 1**.

8.4 Waiver

No waiver by the Council of any breach by the Proponent or Owner of any of the provisions of this Deed shall be implied against the Council or be otherwise effective unless it is in writing under the hand of the Chief Executive Officer.

Page 16 of 24

Kirra Road, Bli Bli

Appendix B Cane Drain Widening Infrastructure Agreement

8.5 Laches and delay

No laches or delay by the Council at any time or times in enforcing any of its rights, powers and the like under this Deed prejudice or affect those rights or powers.

8.6 Severance

If any provision of this Deed cannot be given effect or full force and effect by reason of statutory invalidity that provision shall be served or read down but so as to maintain and uphold so far as possible the remaining provisions of this deed.

8.7 Warranty of authority

Any person signing this Deed:

- (a) as attorney of any party warrants to the other parties that at the date of execution that person has not received any notice or information of the revocation of the power of attorney appointing that persons; and
- (b) as an authorised officer, agent or trustee of any party warrants to the other parties that at the date of execution that person has full authority to execute this deed in that capacity.

8.8 Further assurances

Each party agrees at its cost to do everything reasonably necessary to give effect to this deed.

8.9 Force Majeure

- (a) If a party is unable by reason of an event of Force Majeure to carry out its obligations under this Deed, that party must give a Notice to the other party advising of the event of the Force Majeure as soon as it is reasonably practicable after the event of a Force Majeure.
- (b) If a party gives a Notice advising of an event of Force Majeure, that party's obligations will be suspended during the period for which the event of Force Majeure or its effect extends.
- (c) Where the obligations of the Council are dependent upon the occurrence of specified circumstances, then the Council will be relieved of its obligations for so long as there is a change or deviation or nonoccurrence of those circumstances arising from a matter beyond the Council's Control.

Appendix B Cane Drain Widening Infrastructure Agreement

8.10 Amendment of deed

- (a) Despite any provision of this deed, the parties may at any time agree to vary the terms of this Deed
- (b) No modification, variation or amendment of this Deed is of any force or effect unless:
 - (i) it is in the form of an amendment Deed and has been signed by the parties; and
 - (ii) where relevant the amendment Deed complies with the requirements of the Act.

Appendix B Cane Drain Widening Infrastructure Agreement

SCHEDULE 1

Deed Details

ITEM 1 Date

ITEM 2 Name of Deed Infrastructure Deed Cane Drain

Widening Contribution

Parklakes 2

ITEM 3 Council Sunshine Coast Council

Bury and Currie Streets, Nambour in

the State of Queensland

Locked Bag 72, Sunshine Coast Mail

Centre QLD 4560

ITEM 4 Proponent Parklakes II Developments Pty Ltd

ACN 600791571 C/o HMW Partners

Level 22

333 Ann St, Brisbane Qld 4001 PO Box 1333, Coolum Beach Q 4573

ITEM 4A Owner Parklakes II Developments Pty Ltd

ACN 600791571 C/o HMW Partners

Level 22

333 Ann St, Brisbane Qld 4001 PO Box 1333, Coolum Beach Q 4573

ITEM 5 Subject Site Lot 6 on SP110911 County of Canning

Parish of Maroochy

8 Kirra Road Maroochy River Qld

4561

ITEM 6 Special Conditions Nil

ITEM 7 Development Application MCU07/0192 Parklakes 2 for a

Preliminary Approval for a Material Change of Use (Parklakes 2 Master Plan Residential Community) as

amended.

ITEM 8 Development Permit N/A

Page 19 of 24

Appendix B Cane Drain Widening Infrastructure Agreement

SCHEDULE 2

The Parklakes 2 Cane Drain Widening Contribution

 Total cost of widening 620 meters of cane drain as described in Schedule 3 estimated cost to be \$40,000. Actual cost of works on completion, as advised by Council, to represent the amount of the Contribution.

PAYMENT OF THE INFRASTRUCTURE CONTRIBUTION

- i. The financial contribution is payable in accordance with this Infrastructure Agreement.
- ii. The contribution is to be paid to Sunshine Coast Council in accordance with clause 3.3 via the Infrastructure Charges Officer, tel: (07) 5441 8679. Please contact Sunshine Coast Council, Infrastructure Policy Branch, prior to making payment.
- iii. Payment of infrastructure contributions by credit card transaction will not be accepted.
- iv. Please contact Council's Infrastructure Charges Officer (email: icinfo@sunshinecoast.qld.gov.au) a minimum of 5 business days prior to payment of the infrastructure contributions so a payment advice detailing the amounts applicable at the time of payment may be issued to accompany the payment.

Appendix B Cane Drain Widening Infrastructure Agreement

SCHEDULE 3

The Parklakes 2 Cane Drain Widening Criteria

The following criteria are applicable to the Cane Drain Widening construction. The Cane Drain Widening shall be constructed generally in accordance with Covey Drawing 162045-SK10. The section of drain to be widened is approximately 620m starting at around 260m downstream of the start of the drain which is the discharge point for the development on Yandina Bli Bli Rd.

(Signature)

(Date)

Cane Drain Widening Infrastructure Agreement Appendix B

EXECUTED AS A DEED.					
This deed da	ated this	day of	2019		
AND		COAST COUNCIL a Local Government ovisions of the Local Government Act 20	*		
AND	Parklakes	II Developments Pty Ltd	("the Proponent")		
AND	Parklakes	II Developments Pty Ltd	("the Owner")		
		DELIVERED by the delegated officer UNSHINE COAST COUNCIL)		
(Name)					

Appendix B Cane Drain Widening Infrastructure Agreement

Executed by Parklakes II Developments Pty Ltd ACN 600 791 571 as the Proponent In accordance with Section 127 of the *Corporations Act 2001* (Cth):

ROBERT ARTHUR FLIP
(Director/Company Secretary)

(Signature)

13-5-2019(-

LETERK. SHADFORTH

(Director)

(Signature)

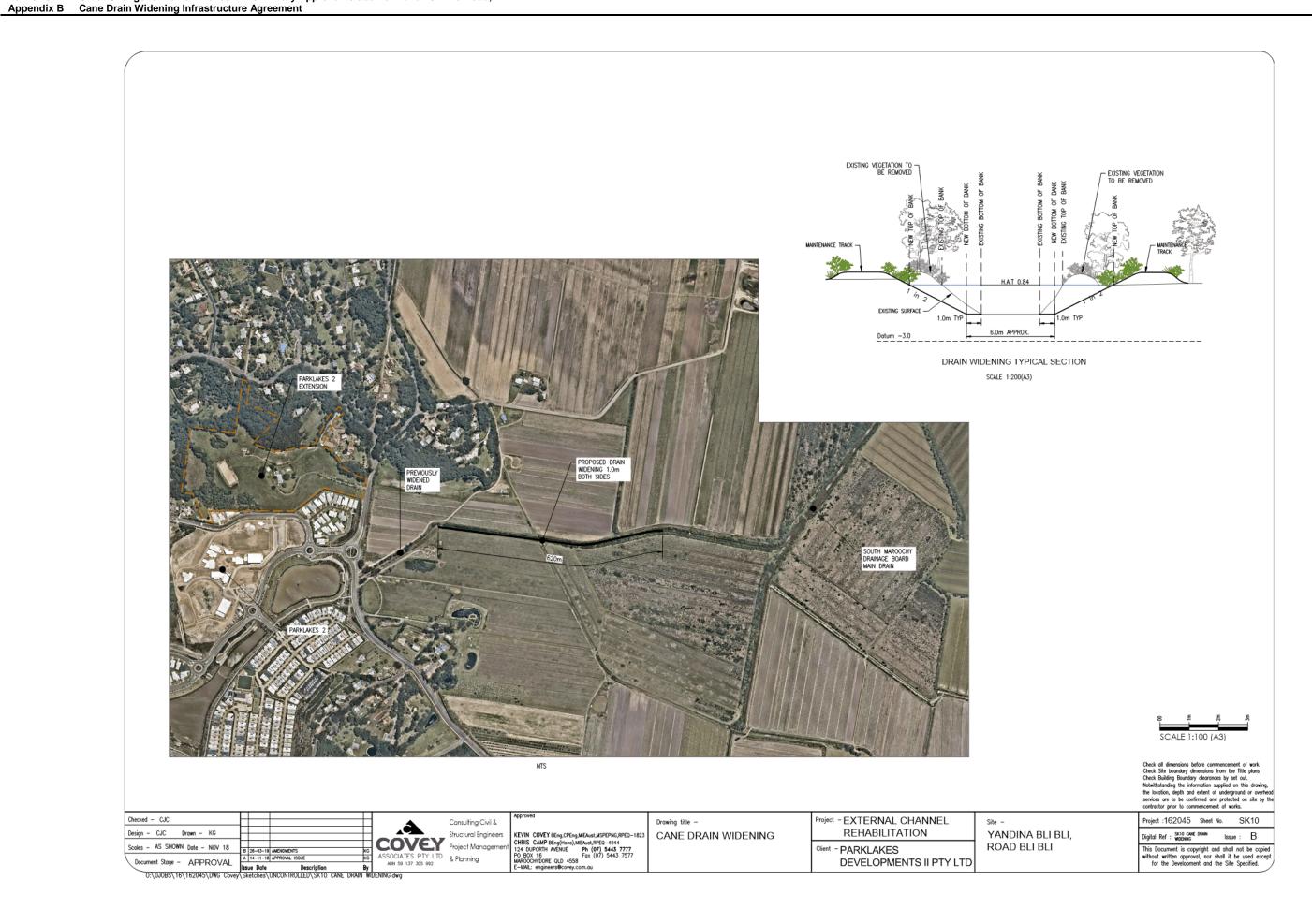
13-5-2019 Date)

Appendix B

Executed by Parklakes II Developments	Pty Ltd ACN 600	791	571 as the Owner

In accordance with Section 127 of the Corporations Act 2001 (Cth):

24 of 24



Sunshine Coast Regional Council

OM Late Agenda Page 59 of 91