

**Pelican Waters Southern Lake  
Infrastructure Agreement 2011**

Sustainable Planning Act 2009

**Sunshine Coast Regional Council**

Council

**Pelican Waters Heart Pty Ltd**

Proponent

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Planning Government  
Infrastructure and Environment  
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## Consent notice to attach Development Obligations to Land Sustainable Planning Act 2009

1. This is a consent notice made under section 663 (When infrastructure agreements bind successors in title) of the *Sustainable Planning Act 2009*.
2. This consent notice is made by the Owner of the Land to which the Infrastructure Agreement applies as stated in the Reference Schedule.
3. The Owner consents to the obligations under the Infrastructure Agreement other than the obligations to be fulfilled by a public sector entity being attached to the Land.
4. The Owner acknowledges that the development obligations attach to the Land and bind the Owner and the Owner's successors in title of the Land.

### Reference Schedule

Owner	QView Pty Ltd ACN 010 791 698 of Fox & Fox, 48 Bulcock Street, Caloundra, Queensland 4551.
Land	The land situated at Bledisloe Boulevard and Harbourlights Way, Pelican Waters, more particularly described as Lot 813 on SP229842.
Infrastructure Agreement	The Pelican Waters Southern Lake Infrastructure Agreement 2011 between the Sunshine Coast Regional Council (Council) and Pelican Waters Heart Pty Ltd ACN 135 623 853 (Proponent).

Executed by QView Pty Ltd,  
on the 21<sup>st</sup> day of August 2011

\_\_\_\_\_  
Company Secretary/Director

Roy Hurrell  
Name of Company Secretary/Director  
(print)

\_\_\_\_\_  
Director

Robert Verdon Ford  
~~Garry Richard Waters~~  
Name of Director (print)

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## Part 1 Preliminary

### 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 date of this document;
  - (ii) the names of the parties to this document;
  - (iii) 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.

#### 1.4 Parties

This document is made between the parties in **schedule 1**.

#### 1.5 Recitals

This document has been entered into for the following purposes:

- (a) the Development Land may be the subject of the Proposed Development;
- (b) the Proposed Development of the Development Land requires the provision of infrastructure;
- (c) the Development Obligations require infrastructure to be provided before or as part of the Proposed Development so that the Development Obligations are correlated with the Proposed Development.

## Part 2 Terms agreed by the parties

### 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:

**Application** means an application for an Approval.

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**Approval** means a consent, permit, licence, certificate, authorisation, registration, membership, allocation or approval under a law and includes a development approval and an Approval of a master plan.

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

**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 an 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.

**Business Day** has the meaning in the *Acts Interpretation Act 1954* (Qld).

**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 Proponent 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;
- (b) does not prevent the matter from being reasonably capable of being used for its intended purpose;
- (c) the Infrastructure Authority determines the Proponent 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 under the Planning Act;
- (b) the start of a use of premises under the Planning Act.

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**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;
- (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.

**Control** means, in relation to whether a person is the Parent of an entity, the capacity to directly or indirectly exercise the decision making power of the entity, including for the following:

- (a) a corporation, the capacity to do any of the following:
  - (i) to determine the composition of the corporation's board of directors;
  - (ii) to cast or determine the casting of more than half of the maximum number of votes that might be cast at a corporation's general meeting;
  - (iii) to hold or have a Relevant Interest in more than half of the corporation's issued share capital excluding any part of that issued share capital which carries no right to participate beyond a stated amount in a distribution of either a profit or capital;
  - (iv) to determine the outcome of a decision made by or for the corporation including the corporation's financial and operating policies;
- (b) a Unit Trust, the capacity to do any of the following:
  - (i) to appoint or remove the Unit Trust's trustee or responsible entity;
  - (ii) to cast or determine the casting of more than half of the maximum number of votes that might be cast at a meeting of the holders of the units;
  - (iii) to hold or have a Relevant Interest in more than half of the Unit Trust's issued units excluding any of the issued units that carries no right to participate beyond a stated amount in a distribution of either a profit or capital;
  - (iv) to determine the outcome of a decision made by or for the Unit Trust including the Unit Trust's financial and operating policies.

**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



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an index which in the reasonable opinion of the applicable Infrastructure Authority is a similar index.

**Dealing** means to sell, transfer, assign, mortgage, charge, secure, encumber or otherwise deal with 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 a further reconfiguring of a lot.

**Development Entitlement** see clause 5.1.

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

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

**Dispute Notice** see clause 13.2.

**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;
- (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.

**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 stated in schedule 2.

**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.

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**Infrastructure Offset** means an Infrastructure Contribution which may be offset against a Financial Contribution under **clause 8**.

**Infrastructure Planning Instrument** means an instrument prepared under a law by an Authority for the levying of a charge for an infrastructure network to service the Development Entitlements.

**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) an Approval;
- (g) a law; and
- (h) 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.

**Local Government** has the meaning in the Local Government Act.

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

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

- (a) commences when the applicable Infrastructure Authority is satisfied the Work Contribution has reached Completion; 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.

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



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

**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.

**Parent** means in relation to an entity the person who Controls the entity.

**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 a lot, 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.*

**Planned Estimate** see clause 0.

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

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

**Proponent** means the proponent for the Development Land in **schedule 1**.

**Proposed Development** means the development of the Development Land provided for in the Development Entitlements.

**Proposed Canal** means the land indicatively identified on Drawing 2 as proposed canal and marina basin and includes the following:

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

**Proposed Waterway** means the land indicatively identified on Drawing 2 as lake and waterway and includes the following:

- (a) any interest or estate in, on, over or under the land;

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

**Public Emergency** see clause 11.2(2).

**Relevant Interest** means the power to:

- (a) exercise or determine the exercise of, the right to vote attached to a share of a corporation or a unit of a Unit Trust; or
- (b) dispose of or to exercise power over the disposal of, a share in a corporation or a unit in a Unit Trust.

**Road and Bridge Index** means the Producer Price Index for the road and bridge construction class (ANZSIC 4121) of the non-building construction group (ANZSIC 412) for Australia published by the Australian Bureau of Statistics or if that index is no longer published then an index which in the applicable Infrastructure Authority's reasonable opinion is a similar index.

**Security** means a surety provided to the applicable Infrastructure Authority under clause 7.1.

**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).

**Trunk Infrastructure** means infrastructure specified as trunk infrastructure in an Infrastructure Planning Instrument.

**Trunk Infrastructure Work** means a Work Contribution for Trunk Infrastructure.

**Trunk Infrastructure Work Contract** means a Work Contract for the provision of Trunk Infrastructure Work.

**Unit Trust** means an arrangement, made for the purpose or having the effect, of providing for persons having funds available for investment, facilities for the participation by them, as beneficiaries under a trust, in any profits, income or distribution of assets arising from the acquisition, holding, management or disposal of any property whatsoever pursuant to the trust.

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

**Work Contractor** means a contractor under a Trunk Infrastructure Work Contract.

**Work Contribution** means the provision of work for infrastructure.

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**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 Development Entitlements if the word is not defined in the Planning Act;
- (c) the interpretation provisions of the Development Entitlements if the word is not defined in the Development Entitlements;
- (d) a relevant local planning instrument if the word is not defined in the Development Entitlements;
- (e) the Macquarie Dictionary if the meaning of the word is not determined by paragraphs (a) to (d).

**2.3 References**

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

- (a) a reference to a document, includes a consolidation, amendment, notation, supplement, replacement or variation of the document;
- (b) 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;
- (c) a reference to a word in:
  - (i) the singular includes the plural; and
  - (ii) the plural includes the singular;
- (d) 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;
- (e) a reference to writing, includes a mode of representing or reproducing a word in tangible and permanently visible form and includes a facsimile transmission;
- (f) 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;
- (g) 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;

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- (h) 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;
- (i) a reference to a day is a Calendar Day;
- (j) 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;
- (k) a reference to a period of 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;
- (l) 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;
- (m) 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;
- (n) 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;
- (o) a reference to a point, is a reference to a point stated in a drawing;
- (p) a reference to a drawing, is a reference to a drawing in **schedule 3**;
- (q) a reference to the address of a party, is a reference to the physical or postal address of that party in **schedule 1** or as changed under this document, as indicated by the context or subject matter.

### **3. Infrastructure agreement**

#### **3.1 Infrastructure agreement under the Planning Act**

This document constitutes an infrastructure agreement under the Planning Act.



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**3.2 Application of the infrastructure agreement**

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

**3.3 Relationship to a Proponent**

- (1) A Development Obligation is taken to be given on behalf of a Proponent and the successors of the Proponent.
- (2) A Development Obligation is and remains personal to the Proponent other than as expressly provided in **clause 9.3**.

**3.4 Relationship to an Owner**

- (1) 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.
- (2) 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 9.3**.

**3.5 Relationship to an Application**

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

**3.6 Relationship to an Approval**

- (1) 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.
- (2) This document is to prevail if a Development Obligation is inconsistent with an Approval for the Development Land.

**3.7 Relationship to a planning instrument**

- (1) This document is an applicable infrastructure arrangement for the Development Entitlements.
- (2) The performance and fulfilment of a Development Obligation does not depend on a Development Entitlement which may be affected by a change to a planning instrument.

**3.8 Relationship to an instrument for an Infrastructure Contribution**

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

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**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 Termination of the infrastructure agreement**

(1) A party may give to each other party a Notice which states that it proposes to terminate this document if one of the following events has occurred:

(a) the Development Entitlements:

(i) do not take effect under the Planning Act; or

(ii) cease to have effect under the Planning Act;

(b) the parties agree as follows:

(i) the Proposed Development has been completed and the Development Obligations have been performed and fulfilled;

(ii) to terminate this document;

(c) the parties agree as follows:

(i) that the performance and fulfilment of this document has been frustrated by an event outside of the control of the parties;

(ii) to terminate this document.

(2) A party may at a date, which is 30 Calendar Days after the giving of the Notice under sub-clause (1), give to each other party a Notice which states that the document is terminated.

**5. Development Entitlements**

**5.1 Development Entitlements schedule**

The Development Entitlements are the entitlements for the development of the Development Land in a planning instrument or an Approval stated in **schedule 4** and any changes to the Development Entitlements made under the Planning Act.

**5.2 Consideration of the Development Entitlements**

An Infrastructure Authority is to in a manner which is as timely as is reasonably practicable:

(a) decide under the Planning Act whether to proceed with the Development Entitlements; and

(b) comply with the process in the Planning Act for giving the Development Entitlements if the Infrastructure Authority has decided to proceed with the Development Entitlements.



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**5.3 Claim in respect of the Development Entitlements**

A Proponent is not to make a Claim against the Infrastructure Authority for the Development Entitlements.

**5.4 Change of the Development Entitlements**

If an Infrastructure Authority proposes to change the Development Entitlements 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, if any, the proposed change may have on a Development Entitlement and a Development Obligation;
- (b) if the parties agree that a Development Entitlement or Development Obligation may be affected by the proposed change, the parties are to, using their best endeavours, review the Development Obligation, negotiate in good faith and change this document to put the parties in as near as practical a position as they would have been had it not been for the proposed change;
- (c) invoke the dispute resolution process under **clause 13** for a matter in paragraphs (a) and (b);
- (d) have regard to the following in relation to a matter in paragraphs (a) to (c):
  - (i) this document;
  - (ii) the Development Entitlements;
  - (iii) a relevant planning instrument;
  - (iv) the intent of the parties in entering into this document as stated in **clause 1.5**;
- (e) the parties are to use their reasonable endeavours to ensure that the proposed change is not made under the Planning Act until paragraphs (a) to (c) are performed and fulfilled.

**6. Development Obligations**

**6.1 Development Obligations schedule**

The parties are to comply with the following:

- (a) the special conditions in **schedule 2** on the Commencement Date;
- (b) the other Development Obligations in **schedule 2** on the later of the following:
  - (i) the Commencement Date;
  - (ii) the date the Development Entitlements take effect.

**6.2 Action to give effect to an Infrastructure Contribution**

- (1) A Proponent is to take an action which is necessary for the provision of an Infrastructure Contribution including the following:
  - (a) the making of an Application;

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- (b) the obtaining of an Approval;
  - (c) complying with an Approval including the conditions of an Approval;
  - (d) dealing with land or a document;
  - (e) any other action as directed by the applicable Infrastructure Authority acting reasonably from time to time.
- (2) A Proponent is to take the following action for an Infrastructure Contribution of the Proponent:
- (a) consult regularly with the applicable Infrastructure Authority;
  - (b) comply as soon as is reasonably practicable with a Notice given by the Infrastructure Authority to the Proponent which states that the Proponent is to provide reasonable or relevant information to the Infrastructure Authority for the following:
    - (i) the Proposed Development of the Development Land;
    - (ii) a Development Obligation;
    - (iii) to allow the Infrastructure Authority to determine that a Development Obligation has been performed and fulfilled;
  - (c) by not later than each anniversary of the Commencement Date, give to the Infrastructure Authority a Notice which states the Proponent's performance and fulfilment of its obligations under the following:
    - (i) this document;
    - (ii) an Approval for the Development Land.

**6.3 Specification of an Infrastructure Contribution**

An Infrastructure Contribution is to comply with the following:

- (a) this document;
- (b) the Development Obligations;
- (c) a relevant law;
- (d) a relevant planning instrument;
- (e) a relevant Approval;
- (f) a relevant Infrastructure Standard.

**7. Security**

**7.1 Provision of a Security**

A Proponent 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 if any in **schedule 1**;

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

**7.2 Form of a Security**

A Proponent 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 favour of the Infrastructure Authority or an entity stated in a Notice given by the Infrastructure Authority;
  - (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 Proponent and despite an objection, direction or Claim by the Proponent to the contrary;
  - (iv) the financial institution may make a payment on demand without reference to the Proponent and despite an objection, direction or Claim by the Proponent 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.

**7.3 Reduction of a Security**

- (1) A Proponent is not entitled to reduce a Completion Security or a Maintenance Security without the consent of the applicable Infrastructure Authority.
- (2) A Proponent 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.
- (3) The applicable Infrastructure Authority is to give to the Proponent a Notice which states that the amount of a Performance Security may be reduced if the Infrastructure Authority is satisfied of the following:
  - (a) the Development Obligation has been partly performed and fulfilled;
  - (b) the amount of the reduced Performance Security is at least an amount estimated by the Infrastructure Authority to be 1.5 times

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the value of that part of the Development Obligation yet to be performed and fulfilled.

**7.4 Adjustment of a Security**

- (1) 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 CPI immediately before the relevant Adjustment Date.

B is the index number for the CPI 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.
- (2) The applicable Infrastructure Authority may give to a Proponent a Notice which states that the Proponent is to increase the amount of a Security to the Revised Security Amount.
- (3) A Proponent is to, within 14 Calendar Days of the receipt of a Notice under sub-clause (2), 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.
- (4) The applicable Infrastructure Authority is to release and return to the Proponent an existing Security upon the receipt of a replacement Security for the Revised Security Amount under sub-clause (3).

**7.5 Release of a Security**

- (1) A Proponent may give to the applicable Infrastructure Authority a Notice which states that the Infrastructure Authority is requested to release and return to the Proponent the following:
- (a) a Completion Security, if the Proponent has corrected a minor omission or minor defect to which the Completion Security relates;
  - (b) a Maintenance Security, if the Maintenance Period for the Work Contribution to which the Maintenance Security relates has ended;
  - (c) a Performance Security, if the Proponent has performed and fulfilled the Development Obligation to which the Performance Security relates.



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- (2) The applicable Infrastructure Authority is to, within 30 Calendar Days of the receipt of a Notice under sub-clause (1), give to the Proponent a Notice which states whether the Infrastructure Authority is satisfied of the following:
  - (a) for a Completion Security, that the Proponent has corrected a minor omission or minor defect to which the Completion Security relates;
  - (b) for a Maintenance Security, that the Maintenance Period for the Work Contribution to which the Maintenance Security relates has ended;
  - (c) for a Performance Security:
    - (i) that the Proponent has performed and fulfilled the Development Obligation to which the Performance Security relates; and
    - (ii) that the applicable Infrastructure Authority has no actual or contingent liability arising as a result of the Proponent's performance and fulfilment of the Development Obligation.
- (3) The applicable Infrastructure Authority is to release and return the Security to a Proponent within 14 Calendar Days of the Infrastructure Authority giving to the Proponent a Notice under sub-clause (2) expressing the satisfaction of the Infrastructure Authority to the matters stated in sub-clause (2).

**7.6 Interest earned on a Security**

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

**8. Infrastructure Offset**

**8.1 Application of an Infrastructure Offset**

A Proponent is entitled to an Infrastructure Offset for an Infrastructure Contribution if:

- (a) the applicable Infrastructure Authority has identified that an Infrastructure Offset is to apply to the Infrastructure Contribution in **schedule 2** or otherwise in this document;
- (b) the Infrastructure Authority has identified the value of the Infrastructure Offset in **clause 8.2**;
- (c) the Proponent has provided the Infrastructure Contribution in accordance with this document and a relevant Approval; and
- (d) the Proponent has accrued the Infrastructure Offset for the Infrastructure Contribution which is:
  - (i) a Financial Contribution, upon the payment of the monetary sum to the applicable Infrastructure Authority;

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- (ii) a Land Contribution, upon the Approval of the Plan of Subdivision for the land;
- (iii) a Work Contribution, upon the earlier of the following:
  - (A) the commencement of the Maintenance Period for the Work Contribution;
  - (B) the Infrastructure Authority accepting a Completion Security for the Work Contribution; and
- (iv) a Mixed Contribution, upon the later of the times stated in paragraphs (i) to (iii) which apply to the Mixed Contribution.

**8.2 Identification of an Infrastructure Offset**

The Infrastructure Offset for an Infrastructure Contribution for Trunk Infrastructure identified in **schedule 2**, is the estimate expressed in dollars of the cost for the provision of an Infrastructure Contribution stated in **schedule 2 (Planned Estimate)**.

**8.3 Set off against a Financial Contribution**

- (1) A Proponent may set off an Infrastructure Offset against the Proponent's liability to provide to the applicable Infrastructure Authority a Financial Contribution under an Infrastructure Planning Instrument which is for:
  - (a) the same Trunk Infrastructure network; and
  - (b) development comprising the Proposed Development of the Development Land.
- (2) For the purposes of sub-clause (1)(a), where the Financial Contribution under an Infrastructure Planning Instrument is for a stated amount for a number of Trunk Infrastructure networks, the amount of a Financial Contribution for each Trunk Infrastructure network against which an Infrastructure Offset may be set off, is to be calculated:
  - (a) in accordance with the allocation provided for in the Infrastructure Planning Instrument; or
  - (b) by the Council acting reasonably, where paragraph (a) does not apply.
- (3) If a Proponent requires a set off, the Proponent is to give to the applicable Infrastructure Authority a Notice which states the following:
  - (a) the Infrastructure Contribution to which an Infrastructure Offset applies;
  - (b) that the Infrastructure Offset is applicable to the Infrastructure Contribution under **clause 8.1**;
  - (c) the Infrastructure Offset identified in **clause 8.2**;
  - (d) the Financial Contribution under an Infrastructure Planning Instrument against which the Infrastructure Offset is to be set off;
  - (e) that the Infrastructure Offset and the Financial Contribution under an Infrastructure Planning Instrument against which the



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Infrastructure Offset is to be set off relate to the same Trunk Infrastructure network;

(f) the calculation of the amount of the set off.

(4) The applicable Infrastructure Authority is to, within 14 Calendar Days of the receipt of a Notice under sub-clause (3), give to a Proponent a Notice which states the following:

(a) whether or not the Proponent is entitled to the set off under this document;

(b) if the Notice states that the Proponent is entitled to the set off, the value of the set off;

(c) if the Notice states that the Proponent is not entitled to the set off, the reason for the Infrastructure Authority's decision.

**8.4 Limitations on an Infrastructure Offset**

(1) An Infrastructure Offset is only to be used and applied in the manner stated in this document.

(2) The applicable Infrastructure Authority cannot be required to redeem by cash payment an accrued Infrastructure Offset.

(3) An Infrastructure Offset which applies to an Infrastructure Contribution for a Trunk Infrastructure network cannot be used to set off or otherwise satisfy an obligation for an Infrastructure Contribution for another Trunk Infrastructure network.

(4) An Infrastructure Offset which may be accrued is to be:

(a) calculated and recorded in dollars; and

(b) indexed in accordance with CPI from the date it is accrued to the date that the Infrastructure Offset is set off against a Financial Contribution under **clause 8.3**.

(5) An Infrastructure Offset may not be used for or applied to land other than the Development Land.

(6) An Infrastructure Offset may not be used for or applied to development of the Development Land not comprising the Proposed Development.

**8.5 Infrastructure Offset register**

(1) The applicable Infrastructure Authority is to keep a register for the purpose of keeping a true and accurate account of the accrual and set off of an Infrastructure Offset.

(2) The applicable Infrastructure Authority is to comply with a Notice given by a Proponent to the applicable Infrastructure Authority which states the following:

(a) the Proponent wishes to inspect a register kept under sub-clause (1);

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- (b) the Proponent wishes to purchase upon the payment of the charge specified by the applicable Infrastructure Authority a copy of an extract from a register kept under sub-clause (1).
- (3) A Proponent is to comply with a Notice given by the applicable Infrastructure Authority to the Proponent which states that the Proponent is to provide reasonable or relevant information for the purpose of enabling the Infrastructure Authority to keep the register under sub-clause (1).

## **9. Dealing in respect of the Development Land**

### **9.1 Reconfiguring of the Development Land**

- (1) Subject to **schedule 2**, if the Development Land is subject to reconfiguring of a lot to create a Developed Lot, then a Development Obligation no longer:
  - (a) remains attached to the Developed Lot; and
  - (b) binds the Owner of the Developed Lot.
- (2) If the Development Land is reconfigured to create a Developable Lot, then a Development Obligation:
  - (a) remains attached to the Developable Lot; and
  - (b) binds the Owner of the Developable Lot.

### **9.2 Dealing with the Development Land**

- (1) A Proponent may Deal with a Developed Lot without the consent of the applicable Infrastructure Authority.
- (2) A Proponent is not to Deal with a Developable Lot unless the Proponent gives to the person the subject of the Dealing a Notice which states the following:
  - (a) that the Developable Lot is subject to this document;
  - (b) that there may be a Development Obligation which is unperformed and unfulfilled;
  - (c) that a Development Obligation attaches to the Developable Lot and binds a future Owner;
  - (d) that the Owner of the Developable Lot is liable to the applicable Infrastructure Authority to perform and fulfil a Development Obligation which remains unperformed and unfulfilled.
- (3) A Proponent is not to sell a Developable Lot to another person (**Transferee**) without complying with the following:
  - (a) the Proponent and Transferee execute one of the following documents specified by the applicable Infrastructure Authority in its absolute discretion:

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- (i) a document prepared by the Infrastructure Authority in which the Transferee covenants and agrees with the Infrastructure Authority to the following:
    - (A) that the Developable Lot is subject to this document;
    - (B) that a Development Obligation in respect of a Developable Lot (**Prescribed Development Obligation**) may be unperformed and unfulfilled;
    - (C) that a Prescribed Development Obligation attaches to the Developable Lot and binds a future Owner;
    - (D) that the Owner of the Developable Lot is liable to an applicable Infrastructure Authority to perform and fulfil a Prescribed Development Obligation which remains unperformed and unfulfilled;
  - (ii) a deed prepared by the Infrastructure Authority in which the Transferee becomes contractually bound to the Infrastructure Authority to perform and fulfil the Prescribed Development Obligation;
- (b) the applicable Infrastructure Authority is satisfied that it holds an appropriate Security to secure the performance and fulfilment of the Prescribed Development Obligation by the Transferee;
  - (c) the applicable Infrastructure Authority is satisfied that the Transferee is financially capable of complying with the Prescribed Development Obligation;
  - (d) a right of an Infrastructure Authority is not diminished or fettered in any way;
  - (e) the Proponent has remedied a breach of an obligation or the Infrastructure Authority has waived the breach of the obligation;
  - (f) the Proponent and the Transferee pay the applicable Infrastructure Authority's costs in relation to sub-clause (3).
- (4) However sub-clause (3) does not prevent the Proponent from entering into an agreement for the sale of a Developable Lot which is conditional upon compliance with the matters stated in sub-clause (3).

**9.3 Change of ownership of the Development Land**

- (1) 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 unless stated in **schedule 2**.
- (2) If the ownership of a Developable Lot changes except in compliance with **clause 9.2**:
  - (a) a Proponent 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 Proponent, even if the time otherwise

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appointed for the performance and fulfilment of the Development Obligation has not arrived; and

- (b) a Development Obligation is binding on the Transferee as the Owner's successor in title of the Developable Lot.
- (3) If the ownership of a Developable Lot changes in accordance with clause 9.2, a Development Obligation:
  - (a) remains binding on a Proponent except to the extent provided for in a deed of novation between the Proponent, the Transferee and the applicable Infrastructure Authority; and
  - (b) is binding on the Transferee as the Owner's successor in title of the Developable Lot.

## **10. Dealing other than in respect of the Development Land**

### **10.1 Dealing by a Proponent**

- (1) A Proponent is not to other than in accordance with the consent of the applicable Infrastructure Authority:
  - (a) vary an interest, right or obligation under this document;
  - (b) sell, transfer or assign an interest, right or obligation under this document.
- (2) If a Proponent does not comply with sub-clause (1), the Proponent 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 Proponent, even if the time otherwise appointed for the performance and fulfilment of the Development Obligation has not arrived.

### **10.2 Dealing by an Infrastructure Authority**

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

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

## **11. Default of a Development Obligation**

### **11.1 Application of this clause**

This clause applies if a Proponent fails to perform and fulfil a Development Obligation.



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**11.2 Notice of default**

- (1) The applicable Infrastructure Authority is to give to a Proponent a Notice which states the following:
  - (a) the details of the obligation which has not been performed or fulfilled by the Proponent;
  - (b) the action which the Proponent 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) the Infrastructure Authority's charges for 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 Proponent.
- (2) However sub-clause (1) does not apply to an event which the Infrastructure Authority determines in its absolute discretion is a serious risk to property or public health and safety and requires urgent action (**Public Emergency**).

**11.3 Performance and fulfilment of a Development Obligation**

- (1) The applicable Infrastructure Authority may perform and fulfil a Development Obligation not performed and fulfilled by a Proponent in the following circumstances:
  - (a) there is a Public Emergency;
  - (b) the Proponent has not complied with a Notice given by the Infrastructure Authority to the Proponent under **clause 11.2**.
- (2) The applicable Infrastructure Authority may perform and fulfil part of a Development Obligation to ensure that the applicable Infrastructure Authority does not spend more than the amount secured by the Performance Security.

**11.4 Compulsory acquisition of land for a Land Contribution**

- (1) 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 Proponent is the Owner without having to go through the pre-acquisition procedure under that law, if the Proponent has not complied with a Notice given by the Infrastructure Authority to the Proponent under **clause 11.2**.

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- (2) A Proponent consents to the applicable Infrastructure Authority compulsorily acquiring the land under sub-clause (1) for the amount of \$1.10 in full and final payment of compensation under the *Acquisition of Land Act 1967* (Qld).

**11.5 Recourse to a Performance Security**

- (1) The applicable Infrastructure Authority may have recourse to a Performance Security for a matter to which the Performance Security relates which has not been performed and fulfilled by a Proponent in the following circumstances:
- (a) there is a Public Emergency;
  - (b) the Proponent has not complied with a Notice given by the Infrastructure Authority to the Proponent under **clause 11.2**.
- (2) The applicable Infrastructure Authority may convert a Security into money if the Security does not consist of money.

**11.6 Recovery of an amount as a liquidated debt**

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

- (a) the amount of a Financial Contribution or other payment not paid by the Proponent;
- (b) the amount stated in a Notice given by the Infrastructure Authority to the Proponent under **clause 11.2**;
- (c) the amount stated in a Notice given by the Infrastructure Authority to the Proponent for the following:
  - (i) the compensation the Infrastructure Authority pays to a person other than the Proponent for the compulsory acquisition of land the subject of a Land Contribution under **clause 11.4**;
  - (ii) the costs incurred by the Infrastructure Authority for the compulsory acquisition of land the subject of a Land Contribution under **clause 11.4**;
- (d) the amount stated in a Notice given by the applicable Infrastructure Authority to the Proponent representing the difference between the costs actually incurred by the Infrastructure Authority in performing and fulfilling a Proponent's obligation and any amount received by the Infrastructure Authority under **clause 11.5** and **clause 11.6**.

**11.7 Application of an amount received by an Infrastructure Authority**

An Infrastructure Authority may apply an amount received by the Infrastructure Authority under **clause 11.5** or **clause 11.6** for the following:

- (a) the performance and fulfilment of a Proponent's obligation;
- (b) the carrying out of development to mitigate the effect of a Proponent's failure to perform and fulfil an obligation;



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- (c) reimbursing the Infrastructure Authority for a Claim, cost or damage suffered by the Infrastructure Authority as a result of a Proponent's failure to perform and fulfil the obligation;
- (d) a cost incurred by the Infrastructure Authority in exercising a right for a Proponent's failure to perform and fulfil the obligation.

**11.8 Infrastructure Authority is relieved of its obligations for the period of the Proponent's default**

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

- (a) an obligation of the Infrastructure Authority;
- (b) an action or decision for an Application or 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.

**12. Right of access**

**12.1 Access to a Proponent's land**

A Proponent is to, upon the receipt of a Notice given by the Infrastructure Authority to the Proponent which states that access is requested to land of which the Proponent is the Owner or which is under the control of the Proponent, 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;
- (e) the exercise by the Infrastructure Authority of a right.

**12.2 Access to the Infrastructure Authority's land**

An Infrastructure Authority is to, upon the receipt of a Notice given by the Proponent 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

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control of the Infrastructure Authority, permit the Proponent to have access to the land for the following:

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

**12.3 Exercise of a right of access**

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

**13. Dispute resolution generally**

**13.1 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 performance and fulfilment of this document.

**13.2 Notice of a dispute**

- (1) A party may give to the other party to the dispute a Notice which states the following (**Dispute Notice**):
  - (a) the dispute;
  - (b) that the dispute is to be resolved under **clause 13**.
- (2) 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.

**13.3 Discussion and mediation of a dispute**

- (1) The parties are to, within 10 Calendar Days of the date of the Dispute Notice, meet to discuss the dispute and its possible determination.
- (2) The parties may, within 7 Calendar Days of the meeting under sub-clause (1), agree to refer the dispute to mediation.
- (3) If the parties agree to refer the dispute to mediation under sub-clause (2), the parties are to:

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- (a) 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 sub-clause (2):
  - (i) request the President of the Queensland Law Society Incorporated to nominate a mediator; and
  - (ii) appoint the mediator nominated by the President of the Queensland Law Society Incorporated; and
- (b) use their best endeavours to resolve the dispute by mediation.
- (4) The parties are to bear equally the cost of a mediator including the cost of the appointment.
- (5) The mediator is:
  - (a) not liable for the mediation other than for fraud or misfeasance; and
  - (b) released and indemnified by the parties against a Claim other than for fraud or misfeasance which may be made for the mediation.

**13.4 Determination of a dispute by an expert**

- (1) The parties may agree to seek an independent resolution by an expert within the following time period:
  - (a) if the dispute was referred to mediation, within 24 Calendar Days of the date of the Dispute Notice;
  - (b) if the dispute was not referred to mediation under **clause 13.3**, within 17 Calendar Days of the date of the Dispute Notice.
- (2) 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:
  - (a) if an architect – the Australian Institute of Architects, Queensland Chapter;
  - (b) if a real estate agent – the Real Estate Institute of Queensland;
  - (c) if a quantity surveyor – the Australian Institute of Quantity Surveyors, Queensland Division;
  - (d) if an engineer – the Institution of Engineers Australia, Queensland Chapter;
  - (e) if a mediator – the Queensland Law Society Incorporated;
  - (f) if an accountant – the Institute of Chartered Accountants, Queensland Division;
  - (g) if an actuary – the Institute of Actuaries Australia, Queensland Division;
  - (h) if a valuer – the Australian Institute of Valuers and Land Economists, Queensland Division;
  - (i) if a town planner – the Planning Institute of Australia;

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- (j) if a lawyer – the Queensland Law Society Incorporated.
- (3) 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.
- (4) The person to be appointed to be an expert:
  - (a) is to have a technical understanding of the matter the subject of the dispute; and
  - (b) is not to have a significantly greater understanding of one party's business or operation which might allow another party to construe this greater understanding as a bias or a conflict of interest; and
  - (c) 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.
- (5) The expert is to:
  - (a) act as an expert and not as an arbitrator;
  - (b) proceed in a manner the expert thinks appropriate but is:
    - (i) to observe the rules of natural justice but not the rules of evidence;
    - (ii) not to accept an oral submission unless both parties are present; and
    - (iii) 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;
  - (c) 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;
  - (d) give effect to the intent of the parties in entering into this document as stated in **clause 1.5** in determining the dispute;
  - (e) give a draft determination which states the expert's intended determination and requests each party to make a further submission within 10 Business Days;
  - (f) give a final determination which states the expert's determination; and
  - (g) act with expedition with a view to giving a final determination as soon as is reasonably practicable.
- (6) The expert may engage the expert's own adviser or consultant to provide information to help the expert in making a determination.



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- (7) The parties are to comply with a direction given by an expert for the determination of the dispute.
- (8) The referral of a dispute to an expert is not an arbitration and the *Commercial Arbitration Act 1990* (Qld) is not to apply.
- (9) The expert's decision is final and binding on the parties.
- (10) 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.
- (11) The expert is:
  - (a) not liable for the expert determination other than for fraud or misfeasance; and
  - (b) released and indemnified by the parties against a Claim other than for fraud or misfeasance which may be made for the expert determination.

**13.5 Determination of an unresolved dispute**

- (1) A party may between 14 and 35 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 13.4**:
  - (a) commence a Claim for the determination of the dispute; or
  - (b) 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 the Local Government for an Application.
- (2) The reference of a dispute to the expert under **clause 13.4** 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.
- (3) A dispute is to be finally determined by the expert under **clause 13.4** in the following circumstances:
  - (a) if the parties agree to have the dispute determined by the expert;
  - (b) if a party has not under sub-clause (1) commenced a Claim or given a Notice which states that it will not be bound by the expert's decision.

**14. Force Majeure**

**14.1 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.

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**14.2 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.

**14.3 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.

**14.4 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.

**14.5 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 13**.

**14.6 Matter beyond an Infrastructure Authority's control**

An 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.

**15. Time**

**15.1 Time of the essence**

Time is, in all cases, of the essence.

**15.2 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.

**16. Further action**

**16.1 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.

**16.2 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

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clause or part of a clause which is held by a court to be invalid, illegal or unenforceable is substantially achieved.

## **17. Severance**

### **17.1 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.

### **17.2 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.

### **17.3 Further action on removal**

The parties are to use their best endeavours to satisfy the intent of this document as stated in **clause 1.5**, 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.

## **18. Notice**

### **18.1 Form of a Notice**

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

### **18.2 Giving of a Notice**

- (1) A party may give to any other party a Notice by sending the Notice in one of the following ways:
  - (a) delivering the Notice to the other party at the physical address of the party;
  - (b) sending the Notice to the other party by electronic mail;
  - (c) posting the Notice by prepaid post to the other party at the postal address of the party;
  - (d) faxing the Notice to the other party at its facsimile number.
- (2) A Notice is to be treated as given in the following circumstances:
  - (a) if it is delivered, when it is left at the physical address of the other party;

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- (b) 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;
  - (c) 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;
  - (d) 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.
- (3) An Infrastructure Authority may prove the giving of a Notice by the chief executive officer of the Infrastructure Authority certifying that a Notice has been given.

**18.3 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 each other party 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 each other party.

**19. Governing law and jurisdiction**

**19.1 Queensland law to apply**

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

**19.2 Queensland courts to have jurisdiction**

- (1) 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.
- (2) The parties are not to object and waive their right to object to the following:
  - (a) a legal proceeding brought in those courts;
  - (b) the exercise of the jurisdiction by those courts on any basis.

**20. Payment**

**20.1 Identified costs**

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

**20.2 Unidentified costs**

- (1) A Proponent is liable for and is to pay on demand by a Notice given by the applicable Infrastructure Authority to the Proponent the Infrastructure Authority's costs for the following in respect of the Proponent:



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- (a) the preparation, negotiation and execution of a document required under this document, including without limitation the following:
    - (i) a deed or other document for the sale of a Developable Lot or other Dealing;
    - (ii) a Security;
    - (iii) a document for an Infrastructure Contribution;
    - (iv) a Plan of Subdivision;
  - (b) the giving effect of this document or a document required under this document;
  - (c) 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.
- (2) An 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.

**20.3 Tax**

A Proponent is liable for and is to pay on demand by a Notice given by the applicable Infrastructure Authority to the Proponent 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 Proponent:

- (a) this document;
- (b) a Trunk 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).

**20.4 Payment requirements**

- (1) An amount payable to a party is to be paid free from a deduction.
- (2) An amount payable to a party is to be paid in the following ways:
  - (a) in cash;
  - (b) by an unendorsed bank cheque;
  - (c) by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the party.
- (3) 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.

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**20.5 Overdue payment**

- (1) 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**).
- (2) The Payer is to pay to the Payee interest on the Overdue Amount during the period the Overdue Amount remains unpaid.
- (3) The interest is to be paid on the following date:
  - (a) a date stated in a notice given by the Payee to the Payer;
  - (b) the first day of each month if no date is fixed by the Payee.
- (4) The interest is to be calculated on the basis of the following:
  - (a) a daily balance;
  - (b) the days which have elapsed from the date it becomes due for payment to the date it is paid;
  - (c) a rate which is the total of 4% per annum and the cash rate specified by the Reserve Bank of Australia.
- (5) The Payee may capitalise the interest which is not paid when due for payment at the following intervals:
  - (a) the interval fixed in a Notice given by the Payee to the Payer;
  - (b) on the first day of each month if no interval is fixed by the Payee.
- (6) The Payer is to pay interest on the capitalised interest under sub-clause (4).
- (7) 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.
- (8) 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.
- (9) 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 sub-clause (4).

**21. Indexation**

**21.1 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.

**21.2 Indexation of an amount**

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

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

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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**.

## **22. GST**

### **22.1 Construction of this clause**

In this clause 22:

- (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.

### **22.2 Payment of GST**

- (1) 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.
- (2) The recipient is to pay the amount stated in sub-clause (1) in addition to and at the same time that the consideration for the supply is to be provided under this document.
- (3) 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 sub-clause (1).
- (4) The recipient may withhold the payment of the amount stated in sub-clause (1) until the Supplier provides a tax invoice or an adjustment note, as appropriate.
- (5) 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.
- (6) 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.

### **22.3 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

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tax credit or reduced input tax credit to which the other party is entitled for the Reimbursable Cost.

**22.4 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.

**22.5 Stated amount**

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

**22.6 No merger on termination**

**Clause 22** 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.



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## Schedule 1 Reference Schedule

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

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**1. Short title**

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**2. Parties**

Column 1 Name	Column 2 Address	Column 3 Facsimile Number	Column 4 Person to whose attention a Notice is to be brought
<b>Council</b>			
Sunshine Coast Regional Council	PO Box 76 Nambour QLD 4560	07 5441 8656	Chief Legal Officer
<b>Proponent</b>			
Pelican Waters Heart Pty Ltd ACN 135 623 853	PO Box 113 GOLDEN BEACH QLD 4551	07 5492 4999	Director

**3. Development Land**

Column 1 Description	Column 3 Address
Lot 813 on SP229842	Bledisloe Boulevard and Harbourlights Way, Pelican Waters

**4. Owner of Development Land**

Column 1 Name	Column 2 Owner's consent
QView Pty Ltd ACN 010 791 698	The Proponent warrants that the Owner of the Development Land: (a) has consented to the Development Obligations being attached to the Development Land under the Planning Act; and (b) has given a copy of the document evidencing the Owner's consent to the Council.

**5. 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

**6. Insurance**

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

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**7. Payment of costs**

Column 1 Amount of payment (\$)	Column 2 Timing of payment	Column 3 Party receiving payment
<b>Document preparation cost</b>		
\$20,000.00	Before the earlier of the Approval of a Plan of Subdivision or the commencement of a Use for Development of a Developed Lot.	Council

**8. Indexation**

Column 1 Index	Column 2 Base period	Column 3 Later period
<b>1. Financial Contribution under an applicable Infrastructure Planning Instrument in schedule 2</b>		
Road and Bridge Index	The date the Financial Contribution is levied under the applicable Infrastructure Planning Instrument.	The period in which the Financial Contribution is to be provided.
<b>2. Financial Contribution for the provision of work or land in schedule 2</b>		
Road and Bridge Index	Commencement Date	The period in which the Financial Contribution is to be provided.
<b>3. Financial Contribution in Schedule 2 not stated in items 1 and 2 above</b>		
CPI	Commencement Date	The period in which the Financial Contribution is to be provided.
<b>4. Planned Estimate in schedule 2</b>		
CPI	Commencement Date	Work Contribution – the earlier of the following dates: (a) the commencement of the Maintenance Period for the Work Contribution; (b) the Infrastructure Authority accepting a Completion Security for the Work Contribution. Land Contribution – the date of the Approval of the Plan of Subdivision for the land. Financial Contribution - the period in which the Financial Contribution is to be provided.
<b>5. Payment which is not a Financial Contribution in schedule 2</b>		
CPI	Commencement Date	The period in which the payment is to be provided.
<b>6. Other amount in this document</b>		
CPI	Commencement Date	The relevant period in accordance with this document.

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## Schedule 2 Development Obligations Schedule

Items in the schedule	Description of the items in the schedule	
<b>Special Conditions</b>		
1	Background	
2	Commercial Use of the Proposed Waterway	
3	Works for the Proposed Waterway	
<b>Infrastructure Contributions</b>		<b>Infrastructure Authority to which an Infrastructure Contribution is provided</b>
1	Financial Contribution for Trunk Infrastructure	Council
2	Proposed Waterway and Proposed Canal infrastructure network	
3	Public transport infrastructure network	
4	Bicycle and pedestrian infrastructure network	
5	Urban open space infrastructure network	
6	District community facilities infrastructure network	
<b>Calculation of Planned Estimate</b>		
1	Planned Estimates of an Infrastructure Contribution in the Development Obligations Schedules for which an Infrastructure Offset applies	



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## Special conditions

### 1. Background

#### 1.1 Relationship to an Owner

For the purposes of **clause 9.3**, the parties acknowledge that the Development Obligations imposed by **special condition 2** and **special condition 3**:

- (a) remain attached to a Developed Lot; and
- (b) bind the Owner of a Developed Lot; and
- (c) if the ownership of a Developed Lot changes, bind the Owner's successors in title of the Developed Lot.

#### 1.2 Notation on the Council's land record

A Proponent agrees that the Council may place a note on the Council's land record in respect of a Developed Lot which identifies that the Development Obligations imposed by **special condition 2** and **special condition 3**:

- (a) remain attached to a Developed Lot; and
- (b) bind the Owner of a Developed Lot; and
- (c) if the ownership of a Developed Lot changes, bind the Owner's successors in title of the Developed Lot.

#### 1.3 Acknowledgment of land provided to the Council

The parties acknowledge that a Proponent will be required to provide the land for the Proposed Waterway to the Infrastructure Authority under the conditions of an Approval.

### 2. Use of the Proposed Waterway

#### 2.1 Use of the Proposed Waterway for a commercial purpose

- (a) A Proponent must not use part of the Proposed Waterway for a commercial purpose unless a lease is entered into in favour of the applicable Infrastructure Authority over that part of the Proposed Waterway which is to be used for a commercial purpose.
- (b) The rent payable by the Proponent to the applicable Infrastructure Authority under a lease under paragraph (a) is to be charged at a commercial rate as determined by the Infrastructure Authority prior to the provision of the land for the Proposed Waterway to the Infrastructure Authority.

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**3. Work for the Proposed Waterway and Proposed Canal**

**3.1 Application of special condition**

This special condition applies to land in which a revetment wall to the Proposed Waterway or Proposed Canal is constructed (**Revetment Land**).

**3.2 Right of access**

The Owner of the Revetment Land is to, upon the receipt of a Notice given by the applicable Infrastructure Authority to the Owner which states that access is requested to the Revetment Land, permit the Infrastructure Authority to have access to the Revetment Land to carry out remediation, maintenance or replacement works on or around a revetment wall in the Revetment Land which is reasonably necessary to protect the integrity of the Proposed Waterway or Proposed Canal.

**3.2 Cost of work**

The Owner of the Revetment Land is liable for and is to pay the applicable Infrastructure Authority's costs for undertaking work under **special condition 3.2** stated by the Infrastructure Authority in a Notice given to the Owner of the Revetment Land.

## Infrastructure Contributions

### 1. Financial Contribution for Trunk 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	<b>Financial Contribution under an applicable Infrastructure Planning Instrument for Trunk Infrastructure</b>				
1.1.1	Financial Contribution for Trunk Infrastructure.	The Financial Contribution is calculated in accordance with the applicable Infrastructure Planning Instrument at the time for payment in column 4.	Before the earlier of, the Approval of a Plan of Subdivision or the commencement of a use for Development of the Land.	Proponent.	This Infrastructure Contribution is not subject to an Infrastructure Offset.

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2. Proposed Waterway and Proposed Canal 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
2.1	<b>Operation and Maintenance Contribution</b>				
2.1.1	Financial Contribution for the operation and maintenance of the Proposed Waterway and Proposed Canal infrastructure as identified on Drawing 2.	The Financial Contribution is \$1,153,000.	The Financial Contribution is to be paid in 5 instalments of 20% of the Financial Contribution as follows: (a) instalment 1 in an amount of \$230,600 payable at the commencement of the Maintenance Period of the lock and weir as identified on Drawing 2; (b) instalment 2 in an amount of \$230,600 payable within 12 months of the date for payment of instalment 1; (c) instalment 3 in an amount of \$230,600 payable within 12 months of the date for payment of instalment 2; (d) instalment 4 in an amount of \$230,600 payable within 12 months of the date for payment of instalment 3;	Proponent.	This Infrastructure Contribution is not subject to an Infrastructure Offset.



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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
			(e) instalment 5 in an amount of \$230,600 payable within 12 months of the date for payment of instalment 4.		
<b>2.2 Public Boat Mooring Facilities</b>					
2.2.1	Work Contribution for the installation of public mooring facilities (visitor mooring) in the tidal waterway, adjacent to the District Business Centre.	The Work Contribution is to comprise the provision of work for the installation of public mooring facilities which are to be designed as follows: (a) generally in accordance with approved plan No. 29090-C07 Rev B dated 15/08/2011, prepared by Cardno; (b) with a minimum 40 year design life in a marine environment; (c) in accordance with the relevant Planning Scheme Policy at the time of assessment of the design.	Before the approval of a Plan of Subdivision for Development of a Developed Lot in the District Business Centre Precinct as identified on Drawing 2.	Proponent.	This Infrastructure Contribution is not subject to an Infrastructure Offset.

3. Road transport 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
<b>3.1 Trunk Collector road network &amp; external road transport infrastructure</b>					
3.1.1	Land Contribution for road transport infrastructure from Point J to Point K and the associated intersections as indicatively identified on Drawing 3.	The Land Contribution is to comprise the provision of land for a Trunk Collector Type 2 Road as specified on Drawing 4 and the associated intersections as indicatively identified on Drawing 3.	Before the earlier of the following: (a) the timing specified by the Infrastructure Authority in an Approval; or (b) the Approval of a Plan of Subdivision for Development Land; or (c) within 90 Calendar Days of the Infrastructure Authority giving a Notice to the Proponent requiring the provision of the Land Contribution.	Proponent.	This Infrastructure Contribution is not subject to an Infrastructure Offset.
3.1.2	Work Contribution for road transport infrastructure from Point J to Point K and the associated intersections as indicatively identified on Drawing 3.	The Work Contribution is to comprise the provision of work for a Trunk Collector Type 2 Road as specified on Drawing 4 and the associated intersections as indicatively identified on Drawing 3 that is designed and constructed: (a) to the satisfaction of the	Before the following: (a) the Approval of a Plan of Subdivision for Development Land; or (b) a later time specified by the Infrastructure Authority in an Approval.	Proponent.	This Infrastructure Contribution is not subject to an Infrastructure Offset.

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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
3.1.3	Land Contribution for road transport infrastructure from Point K to Point I and the associated intersections as indicatively identified on Drawing 3.	<p>Infrastructure Authority having regard to its intended use as a bus route; and</p> <p>(b) in accordance with the collector road standard prescribed by the applicable planning instruments at the time of the relevant operational work Application.</p> <p>The Land Contribution is to comprise the provision of land for a Trunk Collector Type 2 Road as specified on Drawing 4 and the associated intersections as indicatively identified on Drawing 3.</p>	<p>Before the earlier of the following:</p> <p>(a) the timing specified by the Infrastructure Authority in an Approval; or</p> <p>(b) the Approval of a Plan of Subdivision for Development of the Land; or</p> <p>(c) within 90 Calendar Days of the Infrastructure Authority giving a Notice to the Proponent requiring the provision of the Land Contribution.</p>	Proponent.	This Infrastructure Contribution is not subject to an Infrastructure Offset.
3.1.4	Work Contribution for road	The Work Contribution is to	Before the following:	Proponent.	This Infrastructure

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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
3.1.5	transport infrastructure from Point K to Point I and the associated intersections as indicatively identified on Drawing 3.  Work Contribution for road Point A to Point B and modifications to the existing roundabout at Point A as indicatively identified on Drawing 3.	comprise the provision of work for a Trunk Collector Type 2 Road as specified on Drawing 4 and the associated intersections as indicatively identified on Drawing 3 that is designed and constructed: (a) to the satisfaction of the Infrastructure Authority having regard to its intended use as a bus route; and (b) in accordance with the collector road standard prescribed by the applicable planning instruments at the time of the relevant operational work Application.  The Work Contribution is to comprise the provision of work for: (a) the widening of the existing carriageway to a minimum sealed width of 9 metres to function as a Trunk Collector Road and incorporating:	(a) the Approval of a Plan of Subdivision for Development of the Development Land; or (b) a later time specified by the Infrastructure Authority in an Approval.  Before the following: (a) the Approval of a Plan of Subdivision for Development of the Development Land; or (b) a later time specified by the Infrastructure Authority in an Approval.	Proponent.	Contribution is not subject to an Infrastructure Offset.  This Infrastructure Contribution is not subject to an Infrastructure Offset.



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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
		(i) 1.5 metre wide on-road bicycle lanes on each side; (ii) the widening of the existing pathway on the southern side of the road to a minimum width of 2.5 metres; (iii) the construction of a pathway with a minimum width of 1.5 metres on the northern side of the road for the full length between Point A and Point B as indicatively identified on Drawing 3; and (iv) a Trunk Collector Type 2 Road as specified on Drawing 4 that is designed and constructed:			
		(i) to the satisfaction of the Infrastructure Authority having regard to its intended use as a bus route; and			

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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>(ii) in accordance with the collector road standard prescribed by the applicable planning instruments at the time of the relevant operational work Application; and</p> <p>(b) modifications to the existing roundabout at Point A as indicatively identified on Drawing 3, comprising the widening and reconstruction of the eastern and southern approaches to the roundabout to provide:</p> <p>(i) larger raised splitter islands incorporating pedestrian refuge crossings that are located 6 metres from the roundabout holding lines; and</p> <p>(ii) wider carriageways in each direction past the splitter islands to accommodate on-road bicycle lanes.</p>			

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
3.1.6	Work Contribution for modifications to road transport infrastructure from Point C to Point E (inclusive of Point D) and roundabouts at Point D and Point E as indicatively identified on Drawing 3.	<p>The Work Contribution is to comprise the provision of work for:</p> <p>(a) line marking of the existing road with a 6 metre central carriageway and on-road bike lanes in each direction to function as a Trunk Collector Road;</p> <p>(b) a roundabout at Point D as indicatively identified on Drawing 3, of a minimum diameter of 20 metres with a mountable central island and raised splitter islands constructed on the eastern and western approaches;</p> <p>(c) a roundabout at Point E as indicatively identified on Drawing 3, of a minimum diameter of 26 metres with a landscaped central island and raised splitter islands on all approaches; and</p> <p>(d) accommodating the roundabout at Point D and the roundabout at Point E by:</p>	<p>Before the following:</p> <p>(a) the Approval of a Plan of Subdivision for Development of the Land; or</p> <p>(b) a later time specified by the Infrastructure Authority in an Approval.</p>	Proponent.	This Infrastructure Contribution is not subject to an Infrastructure Offset.

Pelican Waters Southern Lake Infrastructure Agreement 2011

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
3.1.7	Work Contribution for road transport infrastructure at Point F as indicatively identified on Drawing 3.	<p>(i) restructuring and realigning existing kerbs; and</p> <p>(ii) designing approach works and the roundabouts to minimise impacts on on-street parking and maintain unimpeded vehicle access to existing driveways wherever possible.</p> <p>The Work Contribution is to comprise the provision of work for a roundabout at Point F as indicatively identified on Drawing 3, comprising the following:</p> <p>(a) the roundabout is to be a minimum diameter of 26 metres with a landscaped central island and raised splitter islands on all approaches;</p> <p>(b) existing kerbs are restructured and realigned to accommodate the roundabout;</p> <p>(c) approach works and the</p>	<p>Before the following:</p> <p>(a) the Approval of a Plan of Subdivision for Development of the Development Land; or</p> <p>(b) a later time specified by the Infrastructure Authority in an Approval.</p>	Proponent.	This Infrastructure Contribution is not subject to an Infrastructure Offset.



Pelican Waters Southern Lake Infrastructure Agreement 2011

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
		roundabout are designed to minimise impacts on on- street parking and maintain unimpeded vehicle access to existing driveways wherever possible.			

4. Public transport 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
<b>4.1 Major Transit Station</b>					
4.1.1	Work Contribution for public transport infrastructure being the Major Transit Station located between Point G and Point H on Drawing 3.	The Work Contribution is to comprise the provision of work for the Major Transit Station including the design and construction of road transport infrastructure to provide a "premium bus stop" on both sides of the Trunk Collector Road to the Department of Transport and Main Roads' standards.	Before the following: (a) the earlier of the Approval of a Plan of Subdivision or the commencement of a Use for Development of a Developed Lot in the District Business Centre; or (b) a later time specified in a resolution of the Infrastructure Authority.	Proponent.	This Infrastructure Contribution is not subject to an Infrastructure Offset.
<b>4.2 Other public transport infrastructure</b>					
4.2.1	Land Contribution for public transport infrastructure for indented bus bays along Trunk Collector Roads.	The Land Contribution is to comprise the provision of land for one (1) indented bus bay on each side of the Trunk Collector Roads in the locations approved by the Infrastructure Authority in an Approval for reconfiguring a lot for the Development Land.	Before the earlier of the following: (a) the timing specified by the Infrastructure Authority in an Approval; or (b) the Approval of a Plan of Subdivision for Development of the Development Land.	Proponent.	This Infrastructure Contribution is not subject to an Infrastructure Offset.

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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
4.2.2	Work Contribution for public transport infrastructure for indented bus bays along Trunk Collector Roads.	The Work Contribution is to comprise the provision of work for one (1) indented bus bay on each side of the Trunk Collector Roads in the locations approved by the Infrastructure Authority in an Approval for reconfiguring a lot for the Development Land to the standards of the Department of Transport and Main Roads and the Infrastructure Authority.	Before the following: (a) the earlier of the Approval of a Plan of Subdivision or the commencement of a Use for Development of a Developed Lot in the District Activity Centre; or (b) a later time specified by the Infrastructure Authority in an Approval.	Proponent.	This Infrastructure Contribution is not subject to an Infrastructure Offset.

5. Bicycle and pedestrian 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
5.1	Land Contribution and Work Contribution for bicycle and pedestrian infrastructure				
Coastal Pathway					
5.1.1	Work Contribution for bicycle and pedestrian infrastructure for the Coastal Pathway from Point E to Point G as indicatively identified on Drawing 5.	The Work Contribution is to comprise the provision of work for the Coastal Pathway as follows: (a) a 3 metre wide concrete pathway; (b) a bridge at Point F as indicatively identified on Drawing 5, which is designed to provide a 4 metre clear width between handrails comprising a 3 metre wide pathway and 0.5 metre clearance on each side of the pathway; (c) the detailed location of which is as indicatively identified in the Caloundra Coastal Path Environmental Review, dated October 2005, by Place Design.	Before the earlier of the following: (a) the timing specified by the Infrastructure Authority in an Approval; or (b) the Approval of a Plan of Subdivision for Development of the Development Land.	Proponent.	This Infrastructure Contribution is subject to an Infrastructure Offset.
North-South Pedestrian/Cycle Cross Link					



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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
5.1.2	Land Contribution for bicycle and pedestrian infrastructure from Point A to Point D as indicatively identified on Drawing 5.	The Land Contribution is to comprise the provision of land in the Development Area for a shared bicycle and pedestrian pathway including ramps as indicatively identified on Drawing 6.	Before the earlier of the following: (a) the timing specified by the Infrastructure Authority in an Approval; or (b) the Approval of a Plan of Subdivision for Development Land.	Proponent.	This Infrastructure Contribution is not subject to an Infrastructure Offset.
5.1.3	Work Contribution for bicycle and pedestrian infrastructure from Point A to Point D and bridges at Point B and Point C as indicatively identified on Drawing 5.	The Work Contribution is to comprise the provision of work for: (a) a 3 metre wide shared bicycle and pedestrian pathway from Point A to Point D as indicatively identified on Drawing 5; and (b) bicycle and pedestrian bridges across the waterway at Point B and Point C, as indicatively identified on Drawing 6.	Before the earlier of the following: (a) the timing specified by the Infrastructure Authority in an Approval; or (b) the Approval of a Plan of Subdivision for Development Land.	Proponent.	This Infrastructure Contribution is not subject to an Infrastructure Offset.
<b>Marina Basin Boardwalk</b>					
5.1.4	Land Contribution for bicycle and pedestrian infrastructure	The Land Contribution is to comprise the provision of land	Before the approval of a Plan of Subdivision for	Proponent.	This Infrastructure Contribution is not subject

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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
5.1.5	for the Marina Basin Boardwalk as indicatively identified on Drawing 5.  Work Contribution for bicycle and pedestrian infrastructure for the Marina Basin Boardwalk as indicatively identified on Drawing 5.	for the Marina Basin Boardwalk of a minimum width of 4 metres as indicatively identified on approved Plan No. 29090-C07 Rev.A, dated 09/08/2010 by Cardno.  The Work Contribution is to comprise the provision of work for the Marina Basin Boardwalk which complies with the following: (a) a minimum width of 4 metres as indicatively identified on approved Plan No. 29090-C07 Rev.A, dated 09/08/2010 by Cardno; (b) designed for a minimum 40 year design life in a marine environment.	Development of a Developed Lot in the District Business Centre Precinct.  Before the approval of a Plan of Subdivision for Development of a Developed Lot in the District Business Centre Precinct.	Proponent.	to an Infrastructure Offset.  This Infrastructure Contribution is not subject to an Infrastructure Offset.
<b>Walkable Waterfront</b>					
5.1.6	Land Contribution for bicycle and pedestrian infrastructure for the Walkable Waterfront as indicatively indicated on Drawing 5.	The Land Contribution is to comprise the provision of land of a minimum width of four point five(4.5) metres for a public access Walkable Waterfront as indicatively identified on	Before the earlier of the following: (a) the timing specified by the Infrastructure Authority in an Approval; or	Proponent.	This Infrastructure Contribution is not subject to an Infrastructure Offset.

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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
5.1.7	Work Contribution for bicycle and pedestrian infrastructure for the Walkable Waterfront as indicatively identified on Drawing 5.	Drawing 5.  The Work Contribution is to comprise the provision of work for the Walkable Waterfront being a 3 metre wide concrete pathway and safety barrier to the waterway.	(b) the Approval of a Plan of Subdivision for Development of the Land.  Before the earlier of the following: (a) the timing specified by the Infrastructure Authority in an Approval; or (b) the Approval of a Plan of Subdivision for Development of the Land.	Proponent.	This Infrastructure Contribution is not subject to an Infrastructure Offset.
<b>Other Major Bicycle and Pedestrian Network</b>					
5.1.8	Work Contribution for bicycle and pedestrian infrastructure for the Other Major Bicycle and Pedestrian Network as indicatively identified on Drawing 5.	The Work Contribution is to comprise the provision of work for the Other Major Bicycle and Pedestrian Network including the Bicycle and Pedestrian Shared Pathway, Full width Pathway and 1.5 metre Pathway as indicatively identified on Drawing 5.	Before a time specified by the Infrastructure Authority in an Approval.	Proponent.	This Infrastructure Contribution is not subject to an Infrastructure Offset.



6. Urban open space 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
6.1	<b>Land Contribution and Work Contribution for urban open space infrastructure</b>				
<b>Village Parks</b>					
6.1.1	Central Park Land Contribution and Work Contribution for urban open space infrastructure being a Village Park at point A as indicatively identified on Drawing 7.	The Infrastructure Contribution is to comprise the provision of the following for urban open space infrastructure being a Village Park: (a) a minimum of 3 hectares of land for a Village Park at Point A as indicatively indicated on Drawing 7; (b) embellishments are provided in accordance with the minimum requirements for a District Recreation Park as identified in column 2 (Public park - development setting) of Table 2.2F (Typical embellishments for public parks) of the <i>Caloundra City Plan 2004 Planning Scheme Policy No. 11.24 (Infrastructure Contributions for Open Space Network</i>	Before the timing specified by the Infrastructure Authority in an Approval.	Proponent.	This Infrastructure Contribution is subject to an Infrastructure Offset.



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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
6.1.2	Jensen Park Land Contribution and Work Contribution for urban open space infrastructure being a Village Park at Point B as indicatively identified on Drawing 7.	<i>Infrastructure) 2009.</i> The Infrastructure Contribution is to comprise the provision of the following for urban open space infrastructure being a Village Park, titled Jensen Park: (a) a minimum of an additional 43,150m <sup>2</sup> of land at Point B as specified on Drawing 7, in addition to the existing area of Jensen Park of 6,685m <sup>2</sup> , to provide a total minimum area of 5 hectares; (b) embellishments are provided in accordance with the minimum requirements for a District Recreation Park as identified in column 2 (Typical public park - natural setting) of Table 2.2F (Typical embellishments for public parks) of the <i>Caloundra City Plan 2004 Planning Scheme Policy No. 11.24 (Infrastructure Contributions for Open</i>	Before the timing specified by the Infrastructure Authority in an Approval.	Proponent.	Part of this Infrastructure Contribution is subject to an Infrastructure Offset.  An Infrastructure Offset will only be applied to that part of the Land Contribution and Work Contribution provided that is above the 50 year ARI flood event level.

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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
		Space Network Infrastructure) 2009.			
<b>Sporting Fields</b>					
6.1.3	Financial Contribution to the Infrastructure Authority in lieu of the Work Contribution for the Land Contribution for urban open space infrastructure for Sporting Fields.	The Financial Contribution is \$4,367,864.	The Financial Contribution is to be paid as follows: (a) in accordance with the timing specified by the Infrastructure Authority in an Approval; or (b) in 4 instalments of 25% of the Financial Contribution as follows: prior to the registration of the 100 <sup>th</sup> , 200 <sup>th</sup> , 300 <sup>th</sup> and 400 <sup>th</sup> Developed Lot. (a) instalment 1 in an amount of \$1,091,966 payable prior to the registration of the 100 <sup>th</sup> Developed Lot; (b) instalment 2 in an amount of \$1,091,966 payable prior to the registration of the 200 <sup>th</sup> Developed Lot; (c) instalment 3 in an amount of \$1,091,966 payable prior to the registration of the 300 <sup>th</sup> Developed Lot;	Proponent.	This Infrastructure Contribution is subject to an Infrastructure Offset.

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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
Neighbourhood Park					
6.1.4	Land Contribution and Work Contribution for urban open space infrastructure being a Neighbourhood Park at Point C as indicatively identified on Drawing 7.	<p>The Infrastructure Contribution is to comprise the provision of the following for urban open space infrastructure being a Neighbourhood Park:</p> <p>(a) a minimum of one (1) hectare of land of a regular shape located with at least 2 frontages to a Trunk Collector Road for a Neighbourhood Park at Point C as indicatively indicated on Drawing 7;</p> <p>(b) embellishments are provided in accordance with the minimum requirements for a Local Recreation Park as identified in column 2 (Public park - development setting) of Table 2.2F (Typical embellishments for public parks) of the</p>	<p>Before the earlier of the following:</p> <p>(a) the timing specified by the Infrastructure Authority in an Approval; or</p> <p>(b) the Approval of a Plan of Subdivision for Development of a Developable Lot which is to be serviced by the Neighbourhood Park.</p>	Proponent.	This Infrastructure Contribution is not subject to an Infrastructure Offset.

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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><i>Caloundra City Plan 2004                      Planning Scheme Policy                      No. 11.24 (Infrastructure                      Contributions for Open                      Space Network                      Infrastructure) 2009.</i></p>			



7. District community facilities 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	<b>Land Contribution and Work Contribution for district community facilities infrastructure</b>				
7.1.1	Land Contribution and Work Contribution for district community facilities infrastructure within the District Business Centre at point D as indicatively identified on Drawing 7.	The Infrastructure Contribution is to comprise the provision of the following for district community facilities infrastructure: (a) land of a minimum area of 6,000m <sup>2</sup> at point D as indicatively indicated on Drawing 7; (b) work as necessary to provide services consistent with adjoining Developed Lots.	Before the earlier of the following: (a) the Approval of a Plan of Subdivision for Development of a Developable Lot within the District Business Centre; (b) the commencement of a Use for Development of a Developed Lot, which is to be serviced by the district community facilities infrastructure to which the Infrastructure Contribution relates.	Proponent.	This Infrastructure Contribution is subject to an Infrastructure Offset.

1. Planned Estimate of an Infrastructure Contribution stated in the Infrastructure Contribution Schedule for which an Infrastructure Offset applies

Column 1 Item in the Infrastructure Contributions Schedule	Column 2 Description of the Infrastructure Contribution	Column 3 Planned Estimate of the Infrastructure Contribution				Maximum Infrastructure Offset available (\$)
		Financial Contribution	Land and Works Contribution - Unit Rate (\$ / hectare)	Works Contribution - Unit Rate (\$ / unit)	Land Contribution - Unit Rate (\$ / hectare)	
<b>Bicycle and Pedestrian Infrastructure</b>						
5.1.1	Coastal Pathway	-	-	673,000	-	673,000
<b>Urban open space infrastructure</b>						
6.1.1	District Recreational Park (Central Park) (3ha)	-	1,220,600/hectare	-	-	3,661,800
6.1.2	District Recreational Park (Jensen Park) (2.315ha)	-	1,220,600/hectare	-	-	2,825,689
6.1.3	Sporting Fields (4ha)	4,367,864	-	-	-	4,367,864
<b>Land for local community facilities infrastructure</b>						
7.1.1	District community facilities (6,000m <sup>2</sup> land)	-	-	-	1,118,333/hectare	671,000

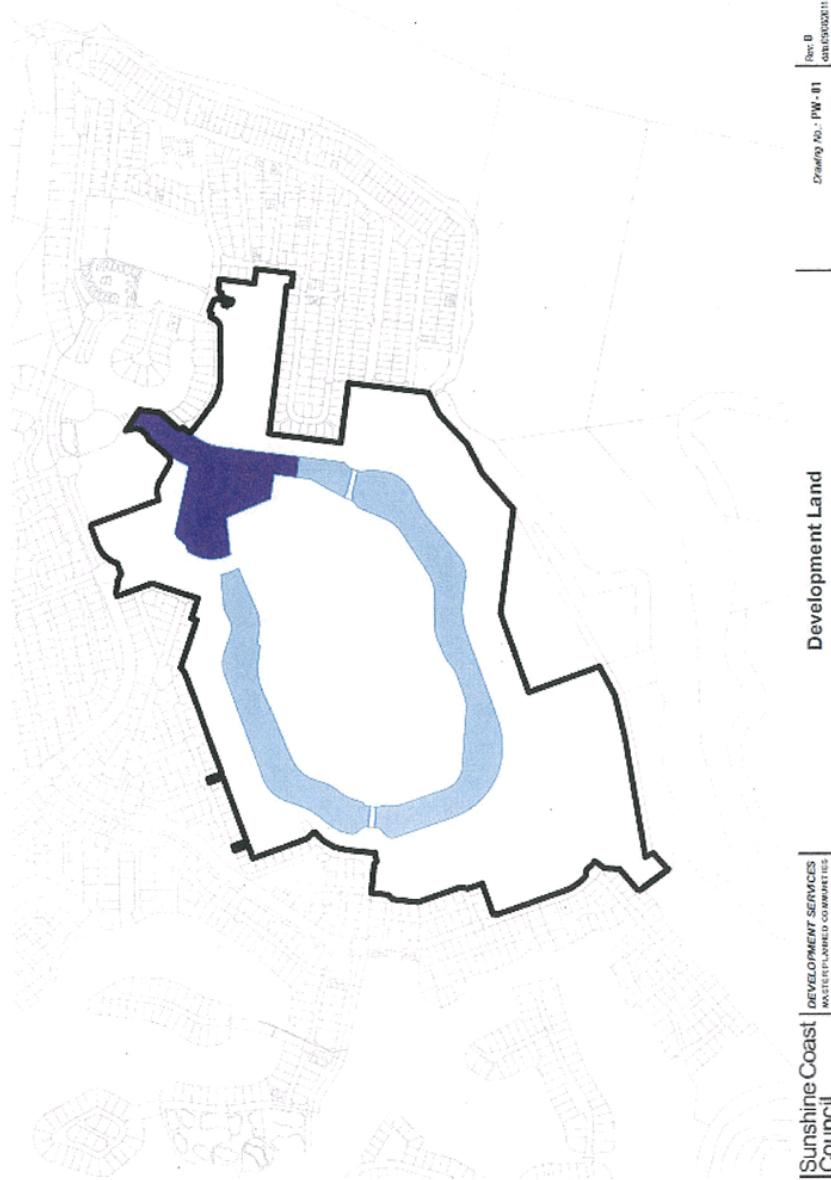
Pelican Waters Southern Lake Infrastructure Agreement 2011

### Schedule 3 Drawings Schedule

Items in the schedule	Description of the items in the schedule
1	Drawing 1 Development Land
2	Drawing 2 Pelican Waters Southern Lake, Waterway and Marina Infrastructure Network
3	Drawing 3 Pelican Waters Southern Lake Transport Infrastructure Network Sequencing
4	Drawing 4 Pelican Waters Southern Lake Road Design Specifications
5	Drawing 5 Pelican Waters Southern Lake Bicycle and Pedestrian Infrastructure Network Sequencing
6	Drawing 6 Pelican Waters Southern Lake Bicycle and Pedestrian Infrastructure Design Specifications
7	Drawing 7 Pelican Waters Southern Lake Urban Open Space and District Community Facilities Infrastructure Network Sequencing

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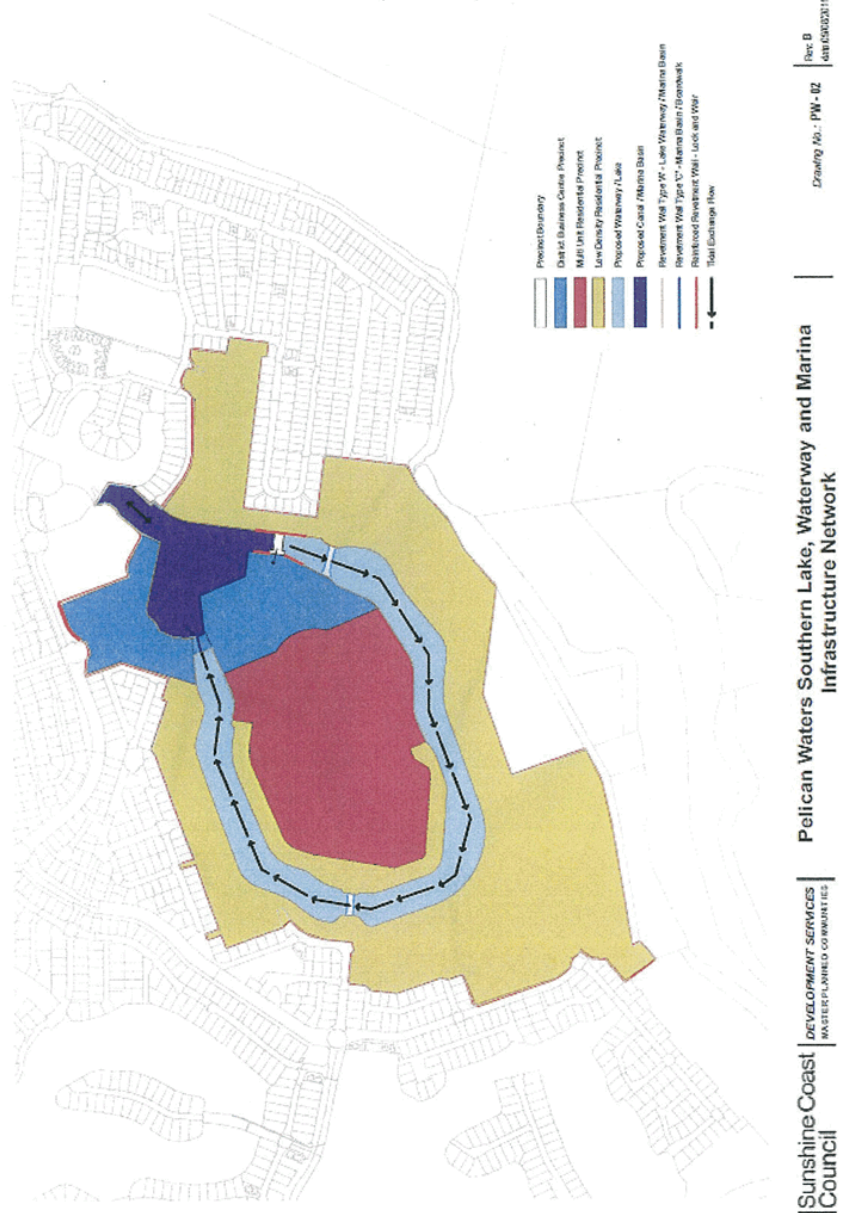
Drawing 1 Development Land





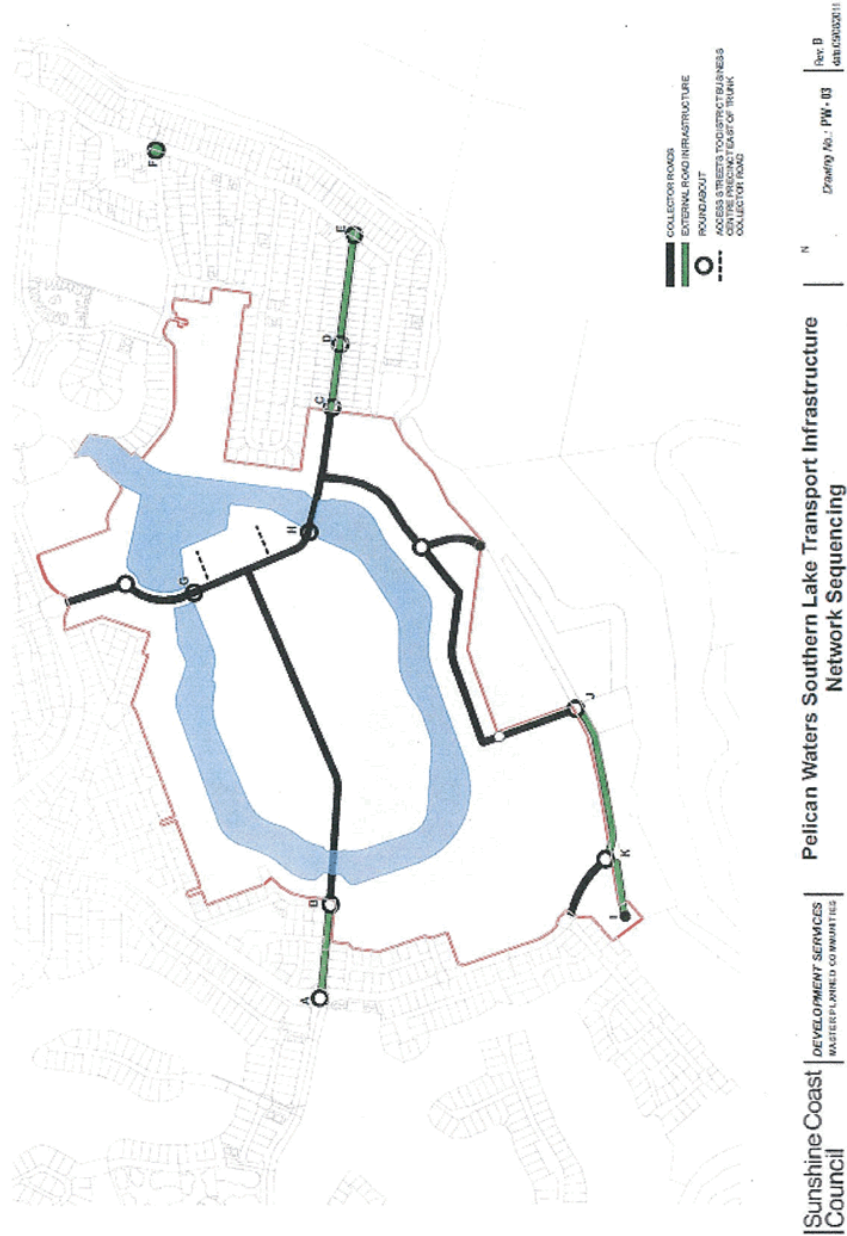
Pelican Waters Southern Lake Infrastructure Agreement 2011

Drawing 2 Pelican Waters Southern Lake, Waterway and Marina Infrastructure Network



Pelican Waters Southern Lake Infrastructure Agreement 2011

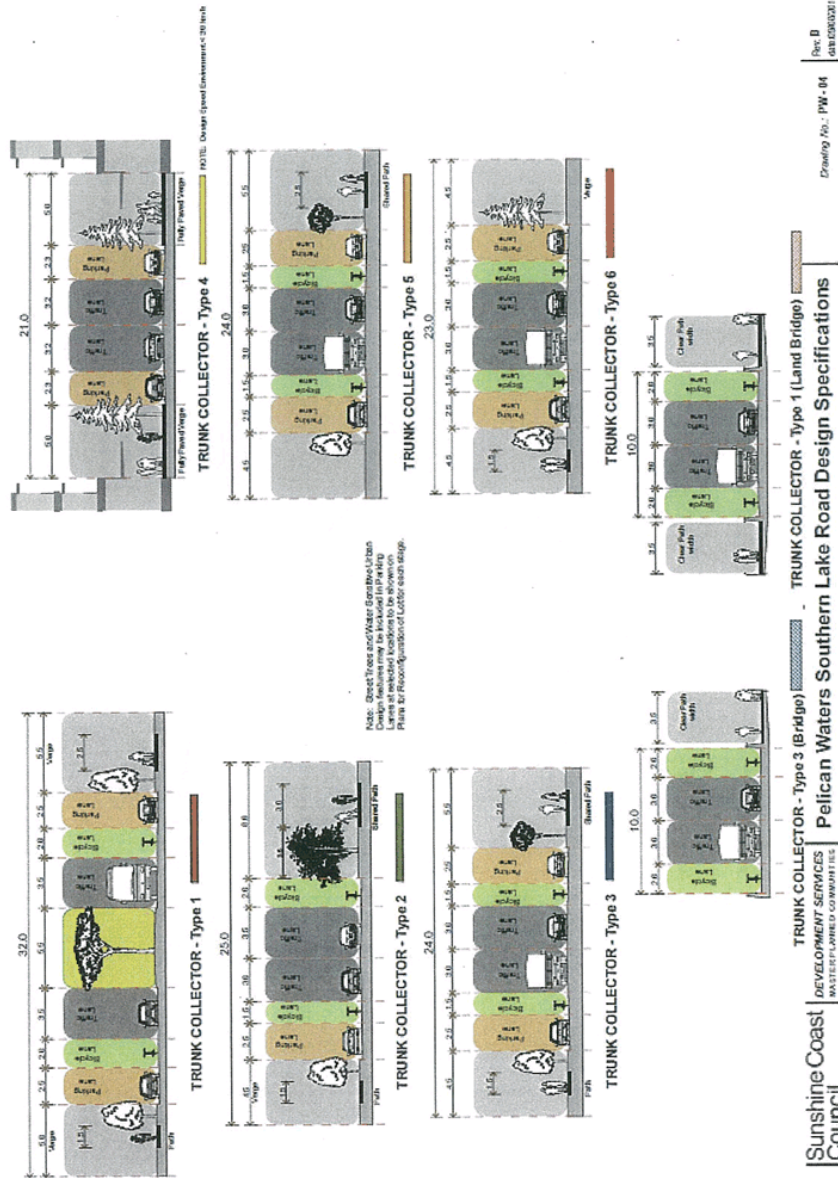
Drawing 3 Pelican Waters Southern Lake Transport Infrastructure Network Sequencing



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Drawing 4 Pelican Waters Southern Lake Road Design Specifications



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Drawing 5 Pelican Waters Southern Lake Bicycle and Pedestrian Infrastructure Network Sequencing



Rev. B  
 04/05/2020

Drawing No.: PW-05

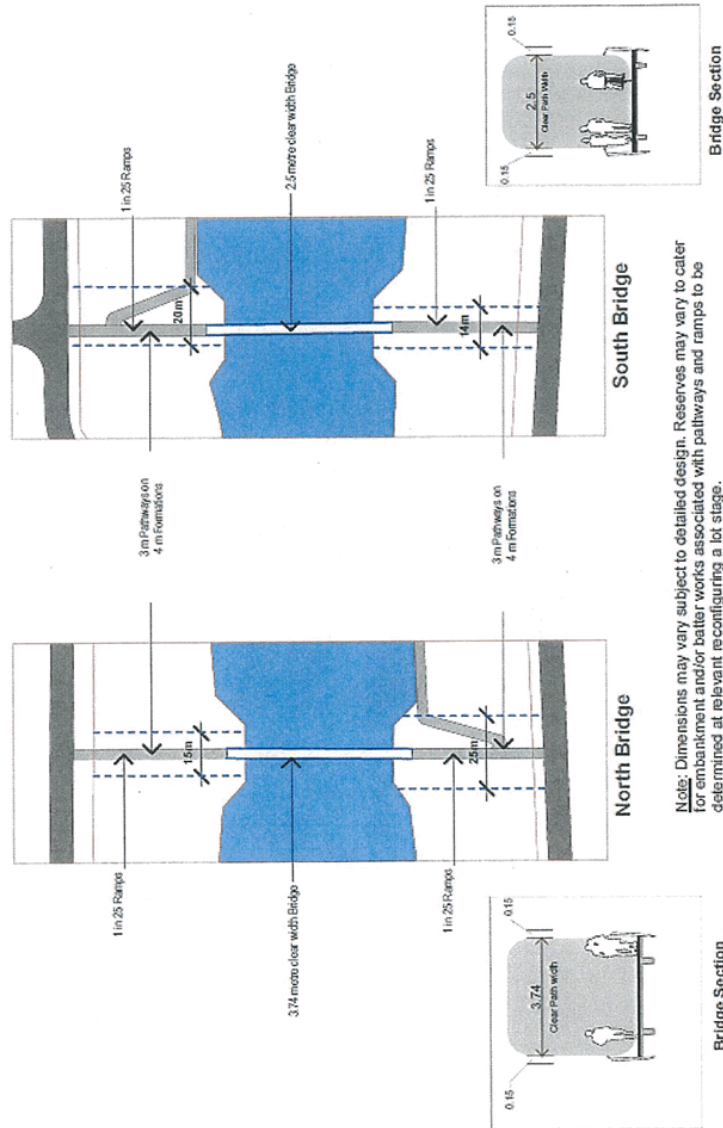
Pelican Waters Southern Lake Bicycle and Pedestrian  
 Infrastructure Network Sequencing

Sunshine Coast Council  
 DEVELOPMENT SERVICES  
 WATER PLANNED COMMUNITIES



Pelican Waters Southern Lake Infrastructure Agreement 2011

Drawing 6 Pelican Waters Southern Lake Bicycle and Pedestrian Infrastructure Design Specifications

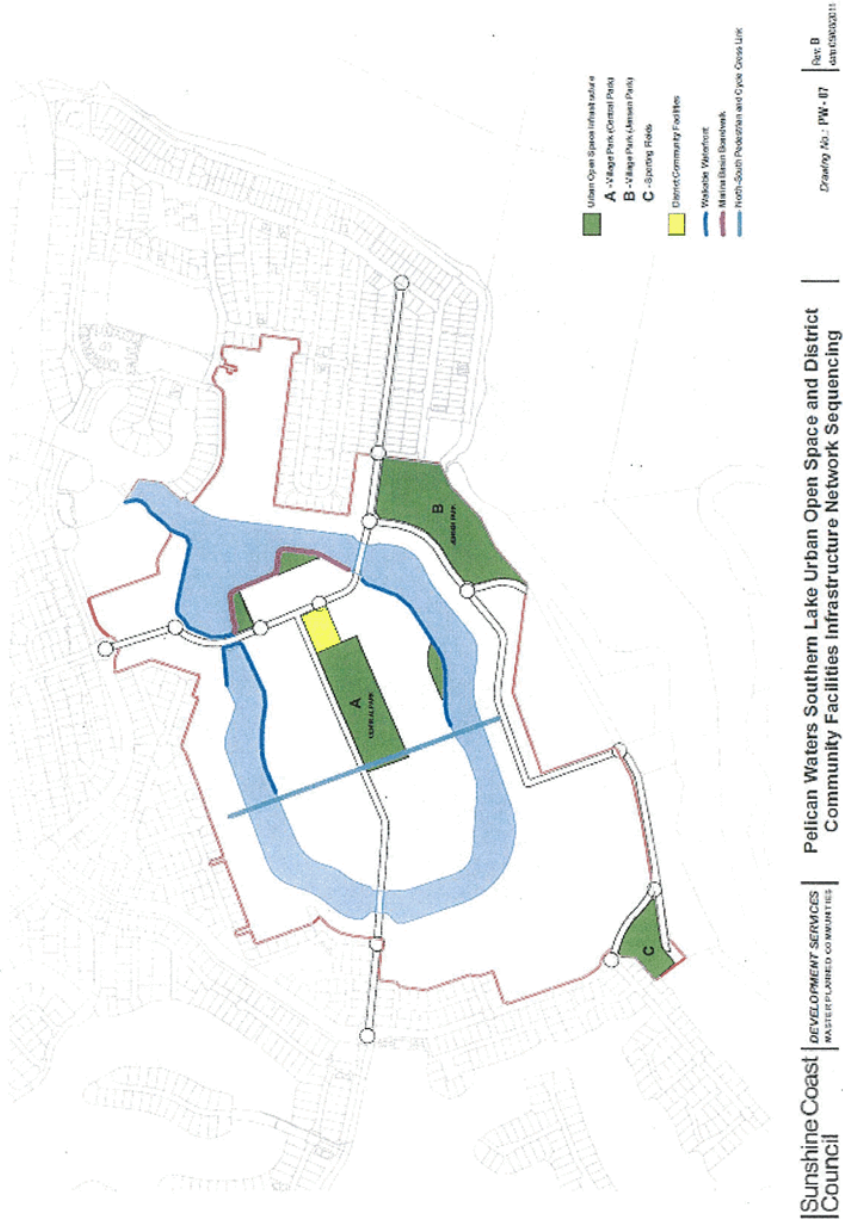


Note: Dimensions may vary subject to detailed design. Reserves may vary to cater for embankment and/or batter works associated with pathways and ramps to be determined at relevant reconfiguring a lot stage.

Sunshine Coast Council | DEVELOPMENT SERVICES | Pelican Waters Southern Lake Bicycle and Pedestrian Bridge Design Specifications | Rev B | 04/03/2011 | Drawing No. - PW-06

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Drawing 7 Pelican Waters Southern Lake Urban Open Space and District  
Community Facilities Infrastructure Network Sequencing



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## Schedule 4 Development Entitlements Schedule

Items in the schedule	Description of the items in the schedule
<b>Application</b>	
1	Development Application 2009-51-00022 made 10 December 2009 by Pelican Waters Heart Pty Ltd.
2	Preliminary approval (Section 3.1.6 of the <i>Integrated Planning Act 1997</i> ) overriding the planning scheme for a material change of use for a mixed use master planned residential community including a range of residential uses, business and commercial uses, community uses, sport and recreation uses, service station, car wash, industry - local services, marina and integrated open spaces incorporating a canal extension and artificial waterway subject to conditions.

Pelican Waters Southern Lake Infrastructure Agreement 2011

### Part 3 Execution by the parties

#### Council

Signed Sealed and Delivered on behalf of the Sunshine Coast Regional Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Mayor (print)

\_\_\_\_\_  
Name of Witness (print)

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Chief Executive Officer (print)

\_\_\_\_\_  
Name of Witness (print)

#### Proponent

Executed by Pelican Waters Heart Pty Ltd  
on the 19th day of August 2011

\_\_\_\_\_  
Company Secretary/Director

\_\_\_\_\_  
Director


Ray Hensell  
Name of Company Secretary/Director  
(print)


GARRY RICHARD WATERS  
Name of Director (print)



Pelican Waters Southern Lake Infrastructure Agreement 2011

Signed Sealed and Delivered on behalf of the Sunshine Coast Regional Council by its duly appointed delegate on the 23<sup>rd</sup> day of AUGUST 2011 under the resolution of the Local Government passed on the nineteenth day of January 2011 in the presence of

  
\_\_\_\_\_  
Delegate

  
\_\_\_\_\_  
Witness

JULIE EDWARDS  
\_\_\_\_\_  
Name of Delegate (print)

MARIA RICHMOND  
\_\_\_\_\_  
Name of Witness (print)

