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SH Coolum Pty Ltd

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Sunshine Coast Regional Council

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# Infrastructure Agreement

Yaroomba Beach community infrastructure

Corrs Chambers Westgarth

## Contents

<b>1</b>	<b>Commencement and term</b>	<b>1</b>
1.1	Commencement	1
1.2	Term	1
1.3	Condition precedent	1
<b>2</b>	<b>Termination by Developer</b>	<b>2</b>
2.1	Right to terminate	2
2.2	Effect of termination by Developer	2
<b>3</b>	<b>Infrastructure agreement</b>	<b>2</b>
3.1	Purpose of this document	2
3.2	Application of Planning Act	2
3.3	Agreement to bind successors in title	2
3.4	No fetter	3
3.5	Relationship with Existing IA and the Historical Approval	3
3.6	Relationship with other documents	3
3.7	Release of Developed Lots	3
<b>4</b>	<b>Parties' obligations</b>	<b>4</b>
4.1	Developer's obligations	4
4.2	Landowner's obligations	4
4.3	Nature of Developer's and Landowner's obligations	4
<b>5</b>	<b>Requirements for Proposed Hotel</b>	<b>4</b>
5.1	Acknowledgments	4
5.2	Confirmation of Hotel Operator	5
5.3	5-Star Hotel standard requirements	5
5.4	Design and certification requirements for Proposed Hotel	6
<b>6</b>	<b>Infrastructure Contributions to comply</b>	<b>7</b>
6.1	Purpose or use of an Infrastructure Contribution	7
6.2	Relationship to an Application	8
6.3	Infrastructure Contributions to comply generally	8
6.4	Land Contributions	8
6.5	Works Contributions	9
6.6	Requirement to obtain Approvals	11
6.7	Developer's warranties	11
6.8	Other actions to give effect to an Infrastructure Contribution	12
<b>7</b>	<b>On Maintenance and Off Maintenance</b>	<b>12</b>
7.1	On Maintenance	12
7.2	Maintenance of Works Contributions	14
7.3	Off Maintenance	15
<b>8</b>	<b>Novation of agreement upon sale of Land</b>	<b>16</b>
8.1	Restriction on the right to sell the Land	16
8.2	No unreasonable refusal of consent	16

Item 4.1.1 Development Application for Material Change of Use (Preliminary Approval),  
Material Change of Use (Development Permit) and Reconfiguration of a Lot  
(Development Permit) - David Low Way, Yaroomba

Appendix B Infrastructure Agreement

---

Corrs Chambers Westgarth

8.3	Deed of novation	16
8.4	Landowner to remain liable	16
8.5	Not to apply to Developed Lots	16
<b>9</b>	<b>Default</b>	<b>17</b>
9.1	Notice of default	17
9.2	Performance and fulfilment of a Developer Obligation	17
9.3	Compulsory acquisition of land for a Land Contribution	17
<b>10</b>	<b>Disputes</b>	<b>18</b>
10.1	Application of clause	18
10.2	Dispute Notices	18
10.3	Disputes about Default Notices	18
10.4	Initial meeting or correspondence	18
10.5	Mediation	18
10.6	Determination	19
10.7	Court proceedings for unresolved dispute	20
10.8	Costs of dispute	20
<b>11</b>	<b>Notices</b>	<b>20</b>
11.1	Giving Notices	20
11.2	Receiving Notices	20
11.3	Other matters	21
<b>12</b>	<b>GST</b>	<b>21</b>
12.1	Construction	21
12.2	Consideration GST exclusive	21
12.3	Payment of GST	22
12.4	Timing of GST payment	22
12.5	Tax invoice	22
12.6	Adjustment event	22
12.7	Reimbursements	22
12.8	No merger	22
<b>13</b>	<b>General</b>	<b>23</b>
13.1	Payment of costs	23
13.2	Duty	23
13.3	Indemnity	23
13.4	Insurance	23
13.5	Amendment of this document	23
13.6	Waiver and exercise of rights	23
13.7	Rights cumulative	24
13.8	Consents	24
13.9	Further steps	24
13.10	Governing law and jurisdiction	24
13.11	Assignment	24
13.12	Liability	24
13.13	Entire understanding	24
13.14	Relationship of parties	25

Item 4.1.1 Development Application for Material Change of Use (Preliminary Approval),  
Material Change of Use (Development Permit) and Reconfiguration of a Lot  
(Development Permit) - David Low Way, Yaroomba

Appendix B Infrastructure Agreement

---

Corrs Chambers Westgarth

13.15 Confidential information	25
13.16 Force Majeure	25
13.17 Effect of execution	26
13.18 Deed	26
<b>14 Definitions and construction</b>	<b>26</b>
14.1 Definitions	26
14.2 Construction	33
<b>Schedule 1- Agreement details</b>	<b>35</b>
<b>Schedule 2- Plans</b>	<b>36</b>
<b>Schedule 3- Infrastructure Contribution Schedule (ICS)</b>	<b>57</b>
<b>Execution</b>	<b>69</b>



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## Date

## Parties

SH Coolum Pty Ltd (ACN 146 376 972) (**Developer**)

Sunshine Coast Regional Council (**Council**)

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## Background

- A The Developer has made the Development Application to the Council.
  - B As part of the Development, the Developer proposes to provide the Infrastructure Contributions, to benefit the Development's local community and the Sunshine Coast region.
  - C The Developer and the Council have agreed to execute this document to record their agreement about the Infrastructure Contributions.
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## Agreed terms

### 1 Commencement and term

#### 1.1 Commencement

This document commences on the date when the last part executes this document, which is to be recorded by that party in **Item 1**.

#### 1.2 Term

The term of the agreement evidenced by this document commences on the date of execution and, unless terminated under **clause 2**, continues until the later of:

- (a) the date that the Developer provides the last Land Contribution or Financial Contribution required under this document to the Council; or
- (b) the date that the last Works Contribution provided by the Developer under this document reaches Off Maintenance.

#### 1.3 Condition precedent

Despite **clause 1.1**, the Developer is not required to comply with the Developer Obligations unless and until such time as an approval of the Development Application has taken effect.

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## 2 Termination by Developer

### 2.1 Right to terminate

The Developer may terminate this document by Notice to the Council if any of the following events has occurred:

- (a) the Development Application has lapsed;
- (b) the Development Application has been refused by the assessment manager, and the Developer's appeal period in relation to refusal has ended without the Developer filing an appeal; or
- (c) following an approval or refusal (including deemed refusal) of the Development Application by the assessment manager, an appeal has been filed in relation to the Council's approval or refusal (including deemed refusal), and a court of competent jurisdiction has determined that the Development Application should be refused.

### 2.2 Effect of termination by Developer

If the Developer terminates this document under **clause 2.1**:

- (a) the termination takes effect immediately;
- (b) despite any other provision of this document, the Developer is not required to comply with the Developer Obligations; and
- (c) the Council must make no Claim against the Developer in relation to the termination.

## 3 Infrastructure agreement

### 3.1 Purpose of this document

The purpose of this document is to establish the Developer's obligations in relation to the Infrastructure Contributions identified in the ICS.

### 3.2 Application of Planning Act

This document is an infrastructure agreement under the Planning Act and, in particular, section 158 of the Planning Act.

### 3.3 Agreement to bind successors in title

- (a) The Developer warrants that it is the Owner of the Land as at the Commencement Date.
- (b) The Developer Obligations will not be affected by a change in the ownership of the whole or any part of the Land, other than in accordance with **clause 8**.
- (c) The Developer Obligations are to attach to the Land and be binding on the Owner and the Owner's successors in title, in accordance with section 155 of the Planning Act.

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### **3.4 No fetter**

Nothing in this document fetters the rights, powers, authorities, functions or discretions of the Council, any other Approval Authority or any other government agency under the provisions of any Law.

### **3.5 Relationship with Existing IA and the Historical Approval**

- (a) The parties acknowledge that:
  - (i) the Land includes land that is subject to the Existing IA; and
  - (ii) the Existing IA was negotiated and entered into in relation to a different development to the Development, namely development under the Historical Approval.
- (b) The parties agree that, to the extent that the Existing IA or conditions of the Historical Approval (or related development approvals) would require the Developer or the Landowner to provide contributions to the Council for infrastructure that differ from the Infrastructure Contributions (ie under this document):
  - (i) the Council releases the Developer and the Landowner from, and waives the benefit of, any such obligations under the Existing IA;
  - (ii) any such conditions of the Historical Approval (or related development approvals) are of no effect.
- (c) For the avoidance of doubt, until the condition precedent in **clause 1.3** is satisfied, nothing in this **clause 3.5** affects the Developer's obligations under the Existing IA or the conditions of the Historical Approval (and related development approvals).
- (d) The Developer acknowledges and agrees that if it commences a material change of use of premises under an approval of the Development Application, the Developer will not carry out further development of the Land in reliance upon the Historical Approval.

### **3.6 Relationship with other documents**

- (a) Nothing in this Agreement precludes the Council, any other Approval Authority, or any other government agency, from requiring infrastructure contributions under a condition of, or levying infrastructure charges in relation to, a development approval in relation to the Development Application.
- (b) The Developer is not entitled to any offset against, or refund of, infrastructure charges levied for the Development in relation to the Infrastructure Contributions.
- (c) If the Developer receives any offset or refund contrary to clause 3.6(b), the Developer must, within 20 Business Days of receiving the offset or refund, pay to Council the amount of the offset or refund.

### **3.7 Release of Developed Lots**

- (a) Despite any other provision of this Agreement, a Developed Lot is released from the Developer Obligations from the time the Developed Lot is created.

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- (b) If a Lot to which clause 3.7(a) applies ceases to be a Developed Lot, the Developer Obligations will apply to the Lot

## 4 Parties' obligations

### 4.1 Developer's obligations

The Developer must:

- (a) provide the Infrastructure Contributions in accordance with the ICS; and
- (b) otherwise comply with the terms of this document.

### 4.2 Landowner's obligations

- (a) Subject to **clause 3.7**, the Landowner:
  - (i) agrees to and covenants each representation, warranty, agreement or obligation relating to the Developer under this document; and
  - (ii) must comply with the Developer Obligations (including all obligations in **clause 4.1**).
- (b) The obligations of the Landowner under this document continue and remain in force and effect, even if the Landowner ceases to be the Owner of the Land, unless and until **clause 8** is satisfied.

### 4.3 Nature of Developer's and Landowner's obligations

- (a) A Developer Obligation is a covenant made on behalf of the Developer and Landowner and the successors of the Developer and Landowner;
- (b) A Developer Obligation of the Developer and the Landowner is and remains binding on the Developer and the Landowner, and the successors in title of the Developer and Land Owner, other than as expressly provided in this document.
- (c) To remove any doubt, a Development Obligation which applies to Land contributed to Council or another government entity pursuant to this document (**Contributed Land**), continue to bind the Developer and Owners of the remaining Land (including a Body Corporate) to continue to perform those Development Obligations applying to the Contributed Land, including without limitation:
  - (i) a Maintenance Obligation to maintain land or works on Contributed Land; and
  - (ii) a Works Obligation to carry out works on Contributed Land.

## 5 Requirements for Proposed Hotel

### 5.1 Acknowledgments

The Developer acknowledges that:

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- (a) the Development Application proposes for the Development to include the Proposed Hotel;
- (b) the Development Application proposes, and the Developer intends, for the Proposed Hotel to be a 5-Star Hotel; and
- (c) as at the Commencement Date, it is proposed for the Hotel Operator to be Marriott International, operating the Proposed Hotel as a Westin brand hotel, pursuant to a binding management rights agreement.

## 5.2 Confirmation of Hotel Operator

- (a) Within 6 months of the Development Approval taking effect, the Developer must provide evidence to the Council that an expression of interest process has commenced, or concluded, to seek a Hotel Operator to operate the Proposed Hotel as a 5-Star Hotel.
- (b) Within 12 months of the Development Approval taking effect, the Developer must provide a Notice to the Council stating:
  - (i) if the Hotel Operator has been determined – the status of the Developer's negotiations or agreements with the Hotel Operator, including whether a binding management rights agreement has been finalised; or
  - (ii) if the Hotel Operator has not been determined – the feedback, level of interest and responses received from potential Hotel Operators to the expression of interest process under **clause 5.2(a)**.
- (c) Within 2 years of the Development Approval taking effect, and prior to any works for the Development commencing on the Land, the Developer must enter into a binding management rights agreement with a Hotel Operator, which must require the Hotel Operator to operate the Proposed Hotel as a 5-Star Hotel.
- (d) If the Developer fails to comply with any of **clauses 5.2(a) to 5.2(c)**:
  - (i) the parties agree that this document supersedes any obligations under the Development Approval that would otherwise prevent cancellation of the Development Approval under the Planning Act; and
  - (ii) the Developer must make a cancellation application to the Council for the Development Approval under section 84 of the Planning Act.

## 5.3 5-Star Hotel standard requirements

- (a) At all times during the use of the Proposed Hotel under the Development Approval, the Proposed Hotel must be maintained and operated as a 5-Star Hotel.
- (b) If, at any time during the use of the Proposed Hotel under the Development Approval, there is a change to the Hotel Operator, the Developer must give the Council a Notice:
  - (i) stating the identify of the new Hotel Operator; and

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- (ii) confirming that the Proposed Hotel will continue to be operated as a 5-Star Hotel in accordance with this **clause 5**.
- (c) If, at any time during the use of the Proposed Hotel under the Development Approval, the binding management rights agreement with the Hotel Operator is terminated, the Developer must:
  - (i) as soon as practicable, give the Council a written notice advising of the termination;
  - (ii) within 6 months of the termination, commence a new process seeking expressions of interest for a new Hotel Operator; and
  - (iii) take steps to enter into a binding management rights agreement with a new Hotel Operator.
- (d) If **clause 5.3(c)** applies, and the Developer is unable to procure an agreement referred to in **clause 5.3(c)(iii)** within 12 months of the termination, then the Council may give the Developer a Notice requiring that the use of the Proposed Hotel under the Development Approval:
  - (i) must cease; and
  - (ii) may not recommence until such an agreement is procured.
- (e) If the Council gives a Notice under **clause 5.3(d)**, the Developer must comply with the Notice.

#### 5.4 Design and certification requirements for Proposed Hotel

- (a) The Developer must ensure that the design and operation of the Proposed Hotel includes the following elements:
  - (i) a minimum floor area per room of 31m<sup>2</sup>, unless otherwise agreed by the Council;
  - (ii) at least 1,000m<sup>2</sup> of combined conference/banqueting area;
  - (iii) at least two dining outlets/restaurants, and a separate bar;
  - (iv) a covered porte cochere, of sufficient size to accommodate coach arrivals;
  - (v) a resort swimming pool;
  - (vi) a gymnasium;
  - (vii) day spa and treatment rooms;
  - (viii) doorman and concierge services;
  - (ix) 24-hour room service and 24-hour reception;
  - (x) dedicated service lifts;
  - (xi) valet parking;
  - (xii) high-end designer finishes and fit-out;
  - (xiii) fully air-conditioned internal public areas; and
  - (xiv) in-room technology consistent with industry standards for a 5-Star Hotel.

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- (b) The Developer must, within the time periods stated below, use its best endeavours to obtain, and if obtained provide to the Council, copies of the following certifications from a GSA Professional:
  - (i) prior to any works for the Proposed Hotel commencing – certification (accompanied by supporting documented reasoning) that the Proposed Hotel has achieved a 5 star Green Star Rating in the “As Designed” category;
  - (ii) prior to commencement of use of the Proposed Hotel:
    - (A) certification (accompanied by supporting documented reasoning) that the Proposed Hotel has achieved a 5 star Green Star Rating in the “As Built” category; and
    - (B) certification that a maintenance and review plan has been adopted, to ensure that the Proposed Hotel will be maintained and managed to meet or exceed the 5 star Green Star Ratings in the “As Designed” and “As Built” categories.
  - (iii) within 12 months of the commencement of use of the Proposed Hotel – certification from Ecotourism Australia that:
    - (A) the Proposed Hotel has achieved “Advanced ECO” under Ecotourism Australia’s ECO Program (or, if that program is discontinued or superseded, an equivalent certification); and
    - (B) the Works Contribution in item 1.1.2 of the ICS has achieved “Respecting Our Culture” (or, if that certification scheme is discontinued or superseded, an equivalent certification).
- (c) The Developer must ensure that the requirements of any certification obtained under **clause 5.4(b)** continue to be complied with at all times during the use of the Proposed Hotel under the Development Approval.
- (d) The Developer acknowledges that, in addition to the other certifications referred to in this **clause 5.4**, it is the Developer’s intention that the Development will achieve a 6 star Green Star Rating in the “Communities” category.

## 6 Infrastructure Contributions to comply

### 6.1 Purpose or use of an Infrastructure Contribution

The Developer covenants and agrees that to the extent an Infrastructure Contribution attributable to the Developer is stated or implied as having a particular purpose or use, the Council:

- (a) has not made a representation or warranty that an Infrastructure Contribution is to be used for a particular purpose or use;
- (b) has no obligation to use an Infrastructure Contribution for a particular purpose or use;
- (c) does not warrant or represent that any specified or unspecified work is to be provided;

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- (d) is not required to repay to the Developer and the Developer is not entitled to a repayment of a Financial Contribution; and
- (e) has no obligation to monitor or follow-up the use of an Infrastructure Contribution.

## **6.2 Relationship to an Application**

- (a) Any application for an Approval for the Development must comply with this document.
- (b) Subject to clause 3.4, the parties acknowledge that, in assessing or deciding an application for an Approval for the Development, an Approval Authority should have regard to any relevant matter in this document.

## **6.3 Infrastructure Contributions to comply generally**

An Infrastructure Contribution must be provided in accordance with the ICS.

## **6.4 Land Contributions**

- (a) A Land Contribution must be provided in a state fit for the purpose the Land Contribution is being given and to the satisfaction of the Authorised Person.
- (b) The Developer must take any action necessary to provide a Land Contribution including the following:
  - (i) making of any necessary application for an Approval for reconfiguring a lot;
  - (ii) making of any necessary application for Approval of a Plan of Subdivision;
  - (iii) signing, registering or producing an instrument necessary for the provision of the Land Contribution;
  - (iv) payment of all costs associated with the provision of the Land Contribution; and
  - (v) any other necessary action reasonably directed by the Council from time to time.
- (c) If, at the time of provision of a Land Contribution, there is no lawful means of access to the area of the Land Contribution, the Developer must:
  - (i) at the same time that the Developer provides the Land Contribution, also provide, to the Council's reasonable satisfaction, a means of lawful physical access to the Land Contribution;
  - (ii) subsequently, adjust the boundaries of the area of the Land Contribution to reflect the approved form of development in the locality; and
  - (iii) pay any costs associated with complying with this paragraph
- (d) At least 10 Business days prior to the date that the Developer intends to provide a Land Contribution to the Council, the Developer must give to the Council a Notice identifying the relevant Land Contribution, and when the Developer intends to provide that Land Contribution.



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- (e) For the purposes of section 209 of the *Property Law Act 1974* (Qld), the perpetuity period for a Land Contribution is 80 years from the Commencement Date.
- (f) If a Land Contribution has not vested by the date which is 75 years from the Commencement Date, the land is taken to be transferred to Council at that time, and it is agreed that the disposition vests in Council at that time.

## 6.5 Works Contributions

- (a) The Developer must ensure that the design and specification of a Works Contribution comply with this document, to the reasonable satisfaction of the Council.
- (b) Prior to providing a Works Contribution, the Developer must:
  - (i) procure the preparation of the design and specification of the Works Contribution;
  - (ii) before commencing the preparation of the design and specification of the Works Contribution, give a Notice to the Council:
    - (A) requesting a pre-design meeting; and
    - (B) nominating potential meeting dates, within the next 10 Business Days; and
  - (iii) submit the design and specification of the Works Contribution to Council, no earlier than 10 Business Days after giving a Notice under **clause 6.5(b)(ii)**.
- (c) The Developer must carry out the design and specification of a Works Contribution in accordance with the following, as relevant:
  - (i) this document;
  - (ii) any Developer Obligations;
  - (iii) any Land;
  - (iv) any Planning Instrument;
  - (v) any Approval;
  - (vi) any infrastructure standard;
  - (vii) best industry practice;
  - (viii) any reasonable requirement stated in a Notice given by Council to the Developer, prior to submission of the design and specification of the Works Contribution under **clause 6.5(b)(iii)**, (including, for example, a requirement about a relevant design standard, policy or procedure, design development and design option), provided such requirement is not inconsistent with, or more onerous than the requirements that would otherwise apply under this document; any relevant Approval and any applicable Planning Instrument.
- (d) The Council must, as soon as is reasonably practicable, and no later than 10 Business Days, after receipt of the design and specification of a Works Contribution under **clause 6.5(b)(iii)**, give a Notice to the Developer stating either:

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- (i) if the design and specification of the Works Contribution is satisfactory to Council – a statement to this effect;
- (ii) if the design and specification of the Works Contribution is not satisfactory to the Council:
  - (A) the reasons why; and
  - (B) details of the further information or change (as applicable), which is necessary for the Work Contribution to be satisfactory to Council.
- (e) If the Council gives a Notice under **clause 6.5(d)(i)**, the Developer must provide the Works Contribution in accordance with the design and specification referred to in that clause, subject to any change requested by the Council in the Notice.
- (f) If the Council gives a Notice under **clause 6.5(d)(ii)**, the Developer must either:
  - (i) amend the design and specification in accordance with the Council's Notice, and provide the Works Contribution in accordance with that amended design and specification; or
  - (ii) give a Dispute Notice to the Council, in relation to the Council's Notice.
- (g) The Developer covenants and agrees to the following:
  - (i) in accordance with **clause 3.4**, the giving of a Notice under **clause 6.5(d)** does not fetter any statutory authority or discretion of the Council;
  - (ii) the Council is not responsible for any error, omission or non-compliance with or in relation to a Law or Approval arising from the giving of a Notice under **clause 6.5(d)**;
  - (iii) the Council is not liable in relation to any Claim (including for costs incurred by the Developer) resulting from an error, omission or defect in the design and specification of a Works Contribution arising from the giving of a Notice under **clause 6.5(d)**.
- (h) Subject to **clause 6.5(i)**, the Council proposes to change the design and specification of that Works Contribution:
  - (i) the Council must give the Developer a Notice which:
    - (A) provides details of the proposed change; and
    - (B) requests that the Developer provide an estimate of the cost of the change; and
  - (ii) the Developer must provide the estimate, on an open book basis, as soon as reasonably practicable after receipt of such a Notice from the Council; and
  - (iii) within 10 Business Days of the Developer giving an estimate under **clause 6.5(h)(ii)**, the Council must give the Developer a Notice stating whether or not the Council requires that the Developer change the design and specification of the Work Contribution as proposed by the Council.

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- (i) The Council may only propose a change under **clause 6.5(h)** if:
  - (i) the proposed change (including compliance with **clause 6.5(h)**) does not prevent the Developer from providing the Works Contribution in accordance with the timing otherwise required by this document; and
  - (ii) The Developer has not commenced construction of the Work Contribution;
- (j) If the Council proposes a change under **clause 6.5(h)**, the Council must reimburse the Developer for any additional costs arising from the change:
  - (i) within 20 Business Days after the Developer gives an invoice to the Council for those costs; or
  - (ii) as otherwise agreed between the parties.

## 6.6 Requirement to obtain Approvals

The Developer must, in providing any Infrastructure Contribution:

- (a) apply for and obtain from an Approval Authority any and all necessary Approvals to provide the Infrastructure Contribution; and
- (b) subject to section 157 of the Planning Act, to the extent that it applies, comply with, and provide the Infrastructure Contribution in accordance with, any and all relevant Approvals.

## 6.7 Developer's warranties

The Developer warrants that:

- (a) it has the resources and capacity to provide the Infrastructure Contributions;
- (b) it is not subject to any legal impediment that would prevent it from providing the Infrastructure Contributions in accordance with this document, including that the Developer's execution of this document or compliance with the Developer Obligations does not breach the following:
  - (i) any Law;
  - (ii) a party's constituent document;
  - (iii) an agreement, instrument or other document to which it is a party;
  - (iv) any other property interests or agreement relating to the Land;
  - (v) any obligation to another person or entity; and
- (c) it has all necessary authorisations to execute this document;
- (d) it has undertaken all required and diligent enquiries and assessments of all matters relating to each Infrastructure Contribution, and there is no technical impediment to provision of the Infrastructure Contribution in accordance with this document.
- (e) it has such legally enforceable rights as are necessary to provide the following in accordance with this document:

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- (i) any Land Contribution for land of which it is the Owner; and
- (ii) any Work Contribution.

## **6.8 Other actions to give effect to an Infrastructure Contribution**

In addition to the Developer's obligations under the remainder of this **clause 6**, in providing an Infrastructure Contribution the Developer must, subject to the ICS, take any other actions which are necessary for the provision of the Infrastructure Contribution, which may include:

- (a) dealing with land or a document;
- (b) the giving to another person of a consent to the making of an application for Approval for the provision of an Infrastructure Contribution;
- (c) any other necessary action reasonably directed by Council from time to time;
- (d) consulting with Council;
- (e) complying as soon as reasonably practicable with a Notice given by Council to the Developer which requests that the Developer provide reasonable or relevant information to the :
  - (i) regarding the Development;
  - (ii) regarding a Developer Obligation;
  - (iii) to allow Council to determine that a Developer Obligation has been performed and fulfilled;
- (f) if requested by the Council in a Notice to the Developer, give to the Council a Notice, by no later than each anniversary of the Commencement Date (provided such date is at least 20 Business Days after the date of the Council's Notice), give to Council a Notice which states the extent to which the Developer has complied with of its obligations under this document.

## **7 On Maintenance and Off Maintenance**

### **7.1 On Maintenance**

- (a) Within 10 Business Days of the Developer being satisfied that a Works Contribution has reached Completion, the Developer must provide a Notice to the Council which includes:
  - (i) a statement that the Works Contribution has reached Completion;
  - (ii) a certificate from a RPEQ or suitably qualified and experienced person that the Works Contribution has been constructed in accordance with this document and any relevant Approval;
  - (iii) 'as constructed' plans of the Works Contribution; and
  - (iv) a request for the Works Contribution to be accepted as On Maintenance;
  - (v) any other requirement of the Planning Scheme provisions

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- (b) Following receipt of a Notice under **clause 7.1(a)**, the Council may undertake an inspection of the Works Contribution for the purpose of determining whether the Works Contribution should be accepted as On Maintenance, and the Developer must allow the Council entry onto the Land for that purpose.
- (c) Within 20 Business Days of receipt of the Notice referred to in **clause 7.1(a)**, the Council must:
  - (i) consider the Notice; and
  - (ii) confirm in writing to the Developer either:
    - (A) that the Works Contribution is accepted as On Maintenance and any Maintenance Security required; or
    - (B) the reasons that the Council does not consider that the Works Contribution should be accepted as On Maintenance;
- (d) If the Developer is notified under **clause 7.1(c)(ii)(B)** above, the Developer must:
  - (i) remedy any relevant defect in the Works Contribution; and
  - (ii) once remedied, resubmit the Notice under **clause 7.1(a)**; and
- (e) Within 20 Business Days after receiving a resubmitted Notice under **clause 7.1(a)**, the Council must:
  - (i) consider the resubmitted Notice; and
  - (ii) confirm in writing to the Developer either:
    - (A) that the Works Contribution is accepted as On Maintenance and any Maintenance Security required; or
    - (B) the reasons that the Council does not consider that the Works Contribution should be accepted as On Maintenance, along with the reasons as to why the action taken to remedy the defect is unsatisfactory;
- (f) If the Developer is notified under **clause 7.1(e)(ii)(B)**, either party may give a Dispute Notice under **clause 10.2**.
- (g) If the Council does not respond to a Notice (or resubmitted Notice) provided by the Developer under **clause 7.1(a)**, the Developer may give the Council a Notice that the Developer intends that **clause 7.1(h)** apply to deem the Works Contribution to be On Maintenance.
- (h) The Council does not respond to a Notice provided by the Developer under **clause 7.1(g)** within 20 Business Days of receiving the Notice, the Council is taken to have confirmed that the Works Contribution is On Maintenance.
- (i) Unless **clause 7.1(h)** applies, the Works Contribution will have reached On Maintenance on the date that the Council confirms that the Works Contribution is On Maintenance.
- (j) The Council's consideration of a Notice (or resubmitted Notice) provided by the Developer under **clause 7.1(a)** is limited to a consideration of:

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- (i) whether the Works Contribution has been constructed in accordance with this document and any relevant Approval; and
- (ii) whether the items listed in **clauses 7.1(a)(i) to (a)(iv)** have been provided.
- (k) If a Maintenance Security is required under **clause 7.1**, the Developer must provide the Security prior to the works being accepted On Maintenance.

## 7.2 Maintenance of Works Contributions

- (a) Subject to **clauses 7.2(b) and 7.2(c)**, the Developer, at its own cost, must maintain any Works Contribution provided by the Developer:
  - (i) for the duration of the Maintenance Period;
  - (ii) either:
    - (A) in accordance with a Maintenance Agreement; or
    - (B) if no Maintenance Agreement applies, so that the Works Contribution remains in good working order and fit for purpose; and
  - (iii) including rectification of any defects arising from the design or construction of the Works Contribution.
- (b) If the ICS states that a Works Contribution may be maintained by a Body Corporate at the Developer's election, and the Developer so elects, any deed of novation under **clause 8** in relation to the sale or transfer of Land containing that Works Contribution must include a term that makes the Body Corporate responsible for the Developer's obligations under **clause 7.2(a)** for the Works Contribution, in place of the Developer and if requested by Council require the provision of a Maintenance Security by the Body Corporate as a condition of the transfer of responsibility to the Body Corporate of the Developers obligations..
- (c) If, at any time prior to the start of the Maintenance Period for a Works Contribution, the Council decides that it wishes to maintain, or engage a third party to maintain, a Works Contribution, instead of the Developer (or a Body Corporate), the Council may give the Developer a Notice under this **clause 7.2(c)**.
- (d) Within 10 Business Days of receiving a Notice from the Council under **clause 7.2(c)**, the Developer must give a Notice to the Council stating:
  - (i) the amount that the Developer proposes be the amount of the Maintenance Contribution, which must be equal to the Developer's calculation of net present value of the cost that the Developer (or Body Corporate) would otherwise incur in maintaining the Works Contribution for the Maintenance Period; and
  - (ii) the number and timing of instalments by which the Developer proposes to pay the Maintenance Contribution.
- (e) Within 10 Business Days of receiving a Notice from the Developer under **clause 7.1(d)**, the Council must:

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- (i) to the extent that the Council agrees with the Developer's proposed amount or instalments – give a Notice to the Developer confirming that the Council agrees to the Developer's proposed amount or instalments (as applicable); or
- (ii) otherwise – give a Dispute Notice to the Developer.
- (f) If the Council gives a Notice under **clause 7.2(e)(i)**, the amount or instalments (or both, if applicable) of the Maintenance Contribution are to be as stated in the Developer's Notice under **clause 7.1(d)** and agreed to by the Council.
- (g) If the Council gives a Dispute Notice under **clause 7.2(e)(ii)**, the amount and instalments (or both, if applicable) of the Maintenance Contribution as to be as determined through the dispute resolution process in **clause 10**.
- (h) Upon the Council giving a Notice under **clauses 7.2(f) or 7.2(g)**, the Developer is released from any obligation to maintain the relevant Works Contribution.

### 7.3 Off Maintenance

- (a) At the end of the Maintenance Period for a Works Contribution, the Developer must provide to the Council a Notice which includes:
  - (i) a certificate from a RPEQ that any and all known defects in the Works Contribution have been rectified; and
  - (ii) a request that the Council confirm that the Works Contribution be accepted as Off Maintenance.
- (b) Following receipt of a Notice under **clause 7.3(a)**, the Council may undertake an inspection of the Works Contribution for the purpose of determining whether the Works Contribution should be accepted as Off Maintenance, and the Developer must allow the Council entry onto the Land for that purpose.
- (c) Within 20 Business Days of receipt of the Notice referred to in **clause 7.3(a)**, the Council must:
  - (i) consider the Notice; and
  - (ii) confirm in writing to the Developer either:
    - (A) that the Works Contribution is Off Maintenance and its will release any Maintenance Security held; or
    - (B) the reasons that the Council does not consider that the Works Contribution is Off Maintenance.
- (d) If the Developer is notified under **clause 7.3(c)(ii)(B)** above, the Developer must:
  - (i) remedy any relevant defect in the Works Contribution; and
  - (ii) once remedied, resubmit the Notice under **clause 7.3(a)**; and
- (e) Within 20 Business Days after receiving a resubmitted Notice under **clause 7.3(a)**, the Council must:
  - (i) consider the resubmitted Notice; and

Corrs Chambers Westgarth

- (ii) confirm in writing to the Developer either:
  - (A) that it is satisfied that the Works Contribution is Off Maintenance and it will release any Maintenance Security held; or
  - (B) that it is not satisfied that the Works Contribution is Off Maintenance, along with the reasons why;
- (f) If the Developer is notified in accordance with **clause 7.3(e)(ii)(B)**, the Notice provided by the Council will be a Dispute Notice for the purposes of **clause 10.2**.
- (g) If the Council does not respond to a Notice (or resubmitted Notice) provided by the Developer under **clause 7.1(a)**, either party may give a Dispute Notice.
- (h) The Works Contribution will be Off Maintenance on the date that the Council confirms that the Works Contribution is Off Maintenance or, if a Dispute Notice is given, once it is determined that the Works Contribution is Off Maintenance through the dispute resolution process in **clause 10**.

## 8 Novation of agreement upon sale of Land

### 8.1 Restriction on the right to sell the Land

The Developer must not sell or transfer the whole or any part of the Land without first obtaining from the transferee a deed of novation of this document in favour of the Council.

### 8.2 No unreasonable refusal of consent

The Council must not unreasonably refuse to enter into a deed of novation sought to be entered into under **clause 8.1**.

### 8.3 Deed of novation

A deed of novation referred to in **clause 8.1** must deal only with ensuring that the transferee agrees to this document and to be bound by the Developer Obligations as they relate to that part of the Land being sold or transferred.

### 8.4 Landowner to remain liable

In the event of the whole or any part of the Land being sold or transferred other than in accordance with **clause 8.1**, the Landowner (immediately prior to the sale or transfer) must perform and fulfil each of its obligations under this document that have not been performed and fulfilled immediately or at such other time as the Council stipulates in a Notice, even if the time otherwise appointed for the performance and fulfilment of that obligation has not yet then arrived.

### 8.5 Not to apply to Developed Lots

This clause 8 does not apply to the sale or transfer of Developed Lots.



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## 9 Default

### 9.1 Notice of default

- (a) If a party considers that another party has defaulted in respect of an obligation under this document, that party (ie the non-defaulting party) may give a Default Notice to the party considered to be in default:
  - (i) specifying the default in reasonable detail; and
  - (ii) requesting the defaulting party to rectify the default within a reasonable period specified in the Default Notice.
- (b) If a party receives a Default Notice and fails to comply with the Default Notice, the party that gave the Default Notice may (without limiting any of its rights) recover from the defaulting party as a liquidated debt the money it expends in giving the Default Notice.
- (c) If a Dispute Notice is given in relation to a default the subject of a Default Notice, there is no obligation to comply with the Default Notice until the dispute is resolved under **clause 10** or finally decided by a Court.
- (d) The giving of a Default Notice does not stay the effect of this document.
- (e) A default by one party does not prevent the other party from continuing to exercise any rights, or comply with any obligations, under this document.
- (f) A default in relation to a joint obligation of the parties does not prevent any party from continuing to exercise any rights or comply with any obligations under this document.

### 9.2 Performance and fulfilment of a Developer Obligation

- (a) Council may perform and fulfil a Developer Obligation not performed and fulfilled by the Developer if:
  - (i) there is an event or situation, involving an imminent and definite threat requiring immediate performance of the relevant Developer Obligation; or
  - (ii) the Developer has not complied with a Notice given by Council under **clause 9.1**.

### 9.3 Compulsory acquisition of land for a Land Contribution

- (a) If the Council gives a Notice under **clause 9.1** in relation to a Developer Obligation to provide a Land Contribution, and the Developer fails to comply with the Notice, the Developer acknowledges that, to the extent permissible by law:
  - (i) the Council may compulsorily acquire the land comprising the Land Contribution, to the extent that the Developer is the Owner of such land, under the *Acquisition of Land Act 1967* (Qld); and
  - (ii) in so doing, the Council is not required to go through the pre-acquisition procedure under that Law.
- (b) The Developer consents to Council compulsorily acquiring land under **clause 9.3(a)** for the amount of \$1.10 in full and final payment of compensation under the *Acquisition of Land Act 1967* (Qld).

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## 10 Disputes

### 10.1 Application of clause

This **clause 10** applies to any dispute between the parties to this document (including in relation to prior conduct of the parties or the interpretation of this document) but does not:

- (a) apply to disputes over debts; or
- (b) prevent a party from applying to a court for urgent injunctive or declaratory relief.

### 10.2 Dispute Notices

If a dispute arises between the parties to this document, a party may give a Dispute Notice to the other party:

- (a) identifying the dispute and the facts relied on in relation to the dispute; and
- (b) stating either that:
  - (i) the parties are required to meet within 10 Business Days; or
  - (ii) a written response to the Dispute Notice is required from the other party within 10 Business Days.

### 10.3 Disputes about Default Notices

If a dispute relates to the issuing of a Default Notice, the resolution of the dispute must determine:

- (a) whether the Default Notice must be complied with; and
- (b) if the Default Notice must be complied with, the timeframe in which the Default Notice must be complied with; and

### 10.4 Initial meeting or correspondence

- (a) If a Dispute Notice is given under **clause 10.2(b)(i)**, the parties must meet, within 10 Business Days after the date the Dispute Notice is given, at the Sunshine Coast, Queensland at least once to discuss the dispute including the possible resolution of the dispute.
- (b) If a Dispute Notice is given under **clause 10.2(b)(ii)**, the recipient party must respond in writing to the Dispute Notice within 10 Business Days.

### 10.5 Mediation

- (a) If a meeting or written response under **clause 10.5** fails to resolve the dispute, the parties may agree to refer the dispute to mediation.
- (b) If the parties agree to refer the dispute to mediation, then the parties must either:
  - (i) appoint a mediator by agreement; or
  - (ii) if the parties are unable, within 10 Business Days of agreeing to refer the dispute to mediation, agree on a mediator to be appointed, request the President of the Queensland Law Society to make the appointment.

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## 10.6 Determination

- (a) If any dispute notified under **clause 10.2** is not resolved within the following periods, the parties may agree, within 5 Business Days after that time period ends, to refer the dispute to an independent, appropriately qualified referee for determination:
  - (i) if the dispute was not referred to mediation – within 10 Business Days after the date the Dispute Notice was given; or
  - (ii) if the dispute was referred to mediation – within 30 Business Days after the date the Dispute Notice was given.
- (b) If the parties agree to refer the dispute to a referee determination, then the parties must either:
  - (i) appoint a referee by agreement; or
  - (ii) if the parties are unable, within 5 Business Days of agreeing to refer the dispute to mediation, agree on a referee to be appointed, request the President of the Queensland Law Society to make the appointment.
- (c) In determining the dispute, the referee must:
  - (i) determine the process for resolution of the dispute, including whether a conference must be held and whether written submissions must be provided;
  - (ii) act fairly and impartially, and conduct the process in accordance with the requirements of procedural fairness;
  - (iii) act as an expert, not an arbitrator;
  - (iv) act expeditiously to attempt to achieve a resolution for the parties in the most cost effective manner; and
  - (v) make the determination according to law and to reflect the intent of this document.
- (d) The determination of a referee must:
  - (i) be in writing;
  - (ii) be given to both parties; and
  - (iii) contain a full statement of the reasons for the determination.
- (e) If a referee has not provided a determination within 50 Business Days of the date the Dispute Notice was given, a party may do either or both of the following:
  - (i) apply to a court for resolution of the dispute; or
  - (ii) notify the other party that it will not be bound by the referee's determination.
- (f) If a party does not, within 20 Business Days after a referee's determination is given, apply to a court to overturn or vary the determination, the determination will be final and binding on the parties.

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## 10.7 Court proceedings for unresolved dispute

A party must not apply to a court for the resolution of a dispute unless the dispute is not resolved within:

- (a) if the dispute is not referred to mediation – 15 Business Days after the date the Dispute Notice is given;
- (b) if the dispute is referred to mediation, and is not referred to determination – 30 Business Days after the date the Dispute Notice is given; or
- (c) if the dispute is referred to determination – in accordance with **clause 10.6(e)**.

## 10.8 Costs of dispute

- (a) The parties must share equally all costs of any mediator or referee appointed in relation to a dispute.
- (b) However, each party must pay its own costs in connection with resolving the dispute.

# 11 Notices

## 11.1 Giving Notices

- (a) A Notice relating to this document:
  - (i) may be given by an Authorised Person of, or the solicitors for, the relevant party;
  - (ii) must be in writing; and
  - (iii) must, subject to **clause 11.1(b)**, be:
    - (A) left at the address of the addressee in Australia stated in **schedule 1**;
    - (B) sent by prepaid ordinary post to the address of the addressee in Australia stated in the Schedule;
    - (C) sent by facsimile to the facsimile number of the addressee in Australia stated in the Schedule; or
    - (D) sent by email to the email address of the addressee stated in the Schedule.
- (b) A party may change their address, facsimile number or email address for the giving of Notices at any time by giving Notice to the other parties.

## 11.2 Receiving Notices

- (a) Unless a later time is specified in it, a Notice takes effect from the earlier of the time that it is actually received, or that it is taken to be received.
- (b) A Notice delivered by hand is taken to be received:
  - (i) if delivered by 5.00pm on a Business Day – on that Business Day; or
  - (ii) otherwise – on the next Business Day.

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- (c) A Notice delivered by post is taken to be received on the day when, it in the ordinary course of post, it would have been delivered.
- (d) A Notice sent by facsimile is taken to be received:
  - (i) if the transmission report produced by the machine from which the facsimile was sent indicates that the facsimile was sent in its entirety to the recipient's facsimile number by 5.00pm on a Business Day – on that Business Day; or
  - (ii) otherwise – on the next Business Day.
- (e) A Notice sent by email is taken to be received:
  - (i) if the email is sent by 5.00pm on a Business Day, and the sender does not receive a computer-generated report indicating that the email was not successfully sent – on that Business Day; or
  - (ii) otherwise – on the next Business Day.

### 11.3 Other matters

- (a) This **clause 11** is in addition to the methods of service of notices set out in the *Property Law Act 1974* (Qld).
- (b) A party who receives a Notice is not obliged to enquire as to the authority of a person who purports to sign the Notice on behalf of a party.

## 12 GST

### 12.1 Construction

In this **clause 12**:

- (a) unless there is a contrary indication, words and expressions which are not defined in this document but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- (b) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and
- (c) references to GST payable and input tax credit entitlements include:
  - (i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and
  - (ii) GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

### 12.2 Consideration GST exclusive

Unless otherwise expressly stated, all consideration, whether monetary or non-monetary, payable or to be provided under or in connection with this document is exclusive of GST (**GST-exclusive consideration**).

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### 12.3 Payment of GST

If GST is payable on any supply made by:

- (a) a party; or
  - (b) an entity that is taken under the GST Law to make the supply by reason of the capacity in which a party acts,
- (Supplier) under or in connection with this document, the recipient of the supply, or the party providing the consideration for the supply, must pay to the Supplier an amount equal to the GST payable on the supply.

### 12.4 Timing of GST payment

The amount referred to in **clause 12.3** must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.

### 12.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under **clause 12.3**.

### 12.6 Adjustment event

If an adjustment event arises in respect of a supply made by a Supplier under or in connection with this document, any amount that is payable under **clause 12.3** will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

### 12.7 Reimbursements

- (a) Where a party is required under or in connection with this document to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another party or indemnify another party in relation to such an expense, loss, liability or outgoing (**Reimbursable Expense**), the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of any input tax credits to which the other party is entitled in respect of the Reimbursable Expense.
- (b) This **clause 12.7** does not limit the application of **clause 12.3**, if appropriate, to the Reimbursable Expense as reduced in accordance with **clause 12.7(a)**.

### 12.8 No merger

This **clause 12** does not merge on the completion, rescission or other termination of this document or on the transfer of any property supplied under this document.

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## 13 General

### 13.1 Payment of costs

- (a) Subject to **clause 13.1(b)**, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this document.
- (b) The Developer must pay any legal or other costs and expenses reasonably incurred by the Council in negotiating, preparing and executing any further documents required under this document (for example, any deed of novation).

### 13.2 Duty

All duty and registration fees payable on this document, or on any instruments of transfer, agreements or other documents referred to in or contemplated by this document, must be paid by the Developer.

### 13.3 Indemnity

The Developer indemnifies the Council against any liability, loss, damage or claim made against the Council arising from the Developer's provision of an Infrastructure Contribution or non-compliance with the Developer's obligations under this document, but excluding any liability, loss, damage or claim made against the Council arising from the Council's actions, omissions or negligence.

### 13.4 Insurance

- (a) The Developer must:
  - (i) obtain and keep in force for the term of this document, a public liability insurance policy for not less than \$20,000,000; and
  - (ii) obtain or procure from a third party consultant or contractor a professional indemnity insurance policy for not less than \$5,000,000.
- (b) The insurance policies required under this **clause 13.4** must:
  - (i) cover the Council and name the Council as an insured;
  - (ii) be on terms approved by the Council; and
  - (iii) be given by an institution approved by the Council.

### 13.5 Amendment of this document

- (a) The parties may at any time agree to vary the terms of this document except this clause.
- (b) No modification, variation or amendment of this document is of any force or effect unless it:
  - (i) is in the form of a deed executed by the parties; and
  - (ii) complies with the requirements of the Planning Act.

### 13.6 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this document does not prevent any other exercise of that right or the exercise of any other right.

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- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

### **13.7 Rights cumulative**

Except as expressly stated otherwise in this document, the rights of a party under this document are cumulative and are in addition to any other rights of that party.

### **13.8 Consents**

Except as expressly stated otherwise in this document, a party may conditionally or unconditionally give or withhold any consent to be given under this document and is not obliged to give its reasons for doing so.

### **13.9 Further steps**

Each party must promptly do whatever any other party reasonably requires of it to give effect to this document and to perform its obligations under it.

### **13.10 Governing law and jurisdiction**

- (a) This document is governed by and is to be construed in accordance with the laws applicable in Queensland.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

### **13.11 Assignment**

- (a) A party must not assign or deal with any right under this document without the prior written consent of the other parties.
- (b) Any purported dealing in breach of this clause is of no effect.

### **13.12 Liability**

An obligation of two or more persons binds them separately and together.

### **13.13 Entire understanding**

- (a) This document contains the entire understanding between the parties as to the subject matter of this document.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this document are merged in and superseded by this document and are of no effect. No party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
  - (i) affects the meaning or interpretation of this document; or
  - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.



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### 13.14 Relationship of parties

This document is not intended to create a partnership, joint venture or agency relationship between the parties.

### 13.15 Confidential information

- (a) This document is not confidential.
- (b) All information exchanged between the parties during the negotiations of the parties relating to this document is confidential to them and must not be disclosed by a party to any other person except:
  - (i) as required by law or the rules of any stock exchange;
  - (ii) to its employees, officers, agents, contractors and advisers to the extent that they need to know the information for purposes related to this document and on condition that they agree to be bound by the terms of this **clause 13.15**;
  - (iii) with the prior written consent of the party who supplied the information which may be conditionally or unconditionally given or withheld by that party without giving reasons;
  - (iv) if the information is in the public domain at the commencement of this document, or comes into the public domain after the commencement of this document, without a breach of this document or other breach of confidence;
  - (v) if the recipient party already knew or had, on a non-confidential basis, the information before receiving it from the other party; or
  - (vi) if the recipient party independently developed or acquired the information, without a breach of this document or other breach of confidence.

### 13.16 Force Majeure

- (a) This clause does not apply to a Developer Obligation which is a Financial Contribution (including the maintenance Financial Contribution in item 11.1.1 of the ICS) or another payment, or a Land Contribution.
- (b) If a party is unable, by reason of any event of Force Majeure, to carry out its obligations under this document (other than obligation to pay any monetary amount), that party must give a Notice to the other parties advising of the event of Force Majeure under as soon as reasonably practicable after the event of Force Majeure.
- (c) A Notice under **clause 13.16(b)** must:
  - (i) specify the obligations that the party is unable to perform;
  - (ii) fully describe the event of Force Majeure;
  - (iii) include an estimate of the time during which the event of Force Majeure will continue; and
  - (iv) specify the measures proposed to be adopted to remedy or abate the event of Force Majeure.
- (d) If a party gives a Notice advising of an event of Force Majeure, that party's obligations that cannot be performed will be suspended during

Corrs Chambers Westgarth

the period for which the event of Force Majeure or a further reasonable period for which its effects extend (but the period, including any further period, shall not in any case exceed 8 months), provided the party has taken all reasonable steps and its best endeavours to remove the Force Majeure or ameliorate its effects.

- (e) If an obligation is suspended by reason of Force Majeure under this **clause 13.16**, any obligations that are contingent on that obligation are also suspended during the period for which the event of Force Majeure or its effects extends, provided the party has taken all reasonable steps to remove the Force Majeure or ameliorate its effects.

### 13.17 Effect of execution

This document is not binding on any party unless it has been duly executed by each person named as a party to this document.

### 13.18 Deed

This document is a deed. Factors which might suggest otherwise are to be disregarded.

## 14 Definitions and construction

### 14.1 Definitions

In this document these terms have the following meanings:

Term	Definition
<b>5-Star Hotel</b>	A hotel with a rating of: <ul style="list-style-type: none"> <li>(a) 5-star (or higher) under the Star Ratings Australia scheme administered by the Australian Tourism Industry Council; or</li> <li>(b) if that scheme is discontinued or superseded, an equivalent rating under an equivalent scheme:               <ul style="list-style-type: none"> <li>(i) in force at the relevant time;</li> <li>(ii) administered by an independent, official accrediting body for hotel ratings; and</li> <li>(iii) accepted in writing by the Council for the purposes of this document.</li> </ul> </li> </ul>
<b>Approval</b>	A consent, permit, licence, certificate, authorisation, notice or approval under a law, or that is required under or in relation to this document.
<b>Approval Authority</b>	An entity or body with relevant power or authority to issue an Approval.

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<b>Authorised Person</b>	<p>The following:</p> <ul style="list-style-type: none"> <li>(a) for the Developer – any person Notified in writing as an authorised person by the Developer; and</li> <li>(b) for the Council – the Council's chief executive officer and any lawful delegate thereof.</li> </ul>
<b>BCCMA</b>	The <i>Body Corporate and Community Management Act 1997</i> (Qld).
<b>Body Corporate</b>	For land within a CTS, the body corporate under the BCCMA for the relevant CTS.
<b>Business Day</b>	The meaning given to "business day" in the <i>Acts Interpretation Act 1954</i> (Qld), for the Council's local government area.
<b>Claim</b>	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.
<b>Commencement Date</b>	The date referred to in <b>Item 1</b> .
<b>Completion</b>	<p>The stage in the provision of a Works Contribution by the Developer when the Works Contribution is complete, other than for a minor omission or minor defect which:</p> <ul style="list-style-type: none"> <li>(a) is not essential;</li> <li>(b) does not prevent the Works Contribution from being reasonably capable of being used for its intended purpose; and</li> <li>(c) the rectification of which will not prejudice the convenient use of the Works Contribution.</li> </ul>
<b>Council</b>	The local government described in <b>Item 3</b> .
<b>CTS</b>	A community titles scheme under the BCCMA.

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<b>Developed Lot</b>	<p>A Lot that is:</p> <ul style="list-style-type: none"> <li>(a) created from the Land by the registration of a Plan of Subdivision approved by the Council under section 50 of the <i>Land Title Act 1994</i> (Qld);</li> <li>(b) in its intended ultimate form for use for a dwelling unit or dwelling house in accordance with the Development Approval;</li> <li>(c) not intended to be the subject of a further development application for a material change of use of premises or for reconfiguring a lot; and</li> <li>(d) not intended to remain in the ownership of the Developer or the relevant Body Corporate.</li> </ul>
<b>Developer</b>	The person described in <b>Item 2</b> .
<b>Developer Obligations</b>	The obligations of the Developer under this document.
<b>Development</b>	The proposed development of the Land generally as proposed in the Development Application.
<b>Development Application</b>	The development application made by the Developer to Council on or about 4 May 2017, and assigned reference numbers MCU17/0095, MCU17/0096 and REC17/0056 by the Council.
<b>Development Approval</b>	An approval of the Development Application by the Council.
<b>Dispute Notice</b>	A Notice given by one party to the other under <b>clause 11.1</b> .

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**Existing IA**

The infrastructure agreement:

- (a) originally entered into in the form of an infrastructure agreement between the Maroochy Shire Council, Couer De Lion Investments Pty Limited and LLD (Coolum Western) Pty Ltd, executed on 2 September 2005;
- (b) as amended by a deed of agreement between the Council, Couer De Lion Investments Pty Limited and LLD (Coolum Western) Pty Ltd, executed on 7 September 2010; and
- (c) as first novated pursuant to a deed of novation between the Council, Couer De Lion Investments Pty Limited and SH (Coolum Western) Pty Ltd (formerly LLD (Coolum Western) Pty Ltd), executed on 18 July 2011; and
- (d) as further novated pursuant to a deed of novation between the Council, Couer De Lion Investments Pty Limited and SH Coolum Pty Ltd, also executed on 18 July 2011.

**Financial Contribution**

The payment of a monetary amount for infrastructure.

**Force Majeure**

Any of the following:

- (a) damage by fire, explosion, earthquake, lightning, storm, war, flood, civil commotion or act of God;
- (b) legal proceedings (actual or threatened);
- (c) bad weather;
- (d) industrial disputes; or
- (e) a combination of these,

which:

- (a) is not within the reasonable control of the person claiming the Force Majeure; and
- (b) could not have been prevented by that person exercising a standard of knowledge, foresight, care and diligence consistent with that of a prudent and competent person.

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<b>Green Star Rating</b>	The "Green Star Rating" scheme administered by the Green Building Council of Australia or, if that scheme is discontinued or superseded, an equivalent scheme administered by an equivalent body.
<b>GSA Professional</b>	A person holding the qualification of "Green Star Accredited Professional" from the Green Building Council of Australia or, if that qualification is discontinued or superseded, an equivalent qualification from an equivalent body.
<b>Historical Approval</b>	The development approval, as amended from time to time, issued by the Council identified as "Preliminary Approval for Material Change of Use of Premises (Master Planned Community) to establish the <i>Coolum Hyatt Resort Community – An Integrated Resort and Residential Community</i> in accordance with a Preliminary Approval Document, <i>Coolum Hyatt Resort – Master Planned Document</i> (Version IR250606), prepared by Ken Hicks and Associates, June 2006 (as amended) and a Plan of Development, Drawing No: HC-OLL-RFI POD060626, prepared by Lend Lease, 26 June 2006 (as amended) and Development Permit for Reconfiguration of a Lot (Vantage Stage 2 – 55 Lots Consisting of a 53 Lot Moderate Urban Subdivision within A Community Title Scheme (which includes a 6677m2 Multiple Dwelling Unit Lot and Common Property) and two (2) Balance Lots (To Form Part of Precinct 1 (Resort) and Precinct 2 – (Golf Course))), and assigned reference number MCU05/245 by the Council.
<b>Hotel Operator</b>	The operator of the Proposed Hotel.
<b>ICS</b>	<b>Schedule 3</b>
<b>Infrastructure Contribution</b>	A contribution for infrastructure identified in this document, including: <ul style="list-style-type: none"> <li>(a) a Financial Contribution;</li> <li>(b) a Land Contribution; and</li> <li>(c) a Works Contribution.</li> </ul>
<b>Item</b>	An item in <b>schedule 1</b> .
<b>Land</b>	The land described in <b>Item 4</b> .
<b>Land Contribution</b>	The provision of land (including any interest in, or licence over, land) for infrastructure.

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<b>Landowner</b>	The Owner of the Land as at the Commencement Date, being the Developer, and any successors in title for the Land or any part of the Land, but excluding Council or other government entity to the extent it becomes the Owner of a Land Contribution pursuant to this document.
<b>Law</b>	Any statute, regulation or subordinate legislation of the Commonwealth, the State of Queensland, or any local or other government in force in the State of Queensland, irrespective of where enacted.
<b>Lot</b>	The meaning given in the <i>Land Title Act 1994</i> (Qld).
<b>Maintenance Agreement</b>	An agreement between the Developer and the Council in relation to the maintenance standards that are to apply to a Works Contribution, for the purposes of <b>clause 7.2(a)(ii)(A)</b> .
<b>Maintenance Contribution</b>	A Financial Contribution referred to in item 11.1.1.
<b>Maintenance Period</b>	A period of 100 years, unless otherwise stated in the ICS, after a Works Contribution reaches On Maintenance during which the Developer must maintain the Works Contribution and remedy any defects in the Works Contribution in accordance with this document.
<b>Maintenance Security</b>	A Security provided by the Developer to secure a Maintenance Contribution, which may be for the greater of \$2,000,000 or 10% of the RPEQ certified value of the maintenance costs.
<b>Notice</b>	Any certificate, demand or notice to be given by a party under this document.
<b>Off Maintenance</b>	The stage in the provision of a Works Contribution when the Works Contribution reaches Off Maintenance in accordance with <b>clause 7.3</b> .
<b>On Maintenance</b>	The stage in the provision of a Works Contribution when the Works Contribution reaches On Maintenance in accordance with <b>clause 7.1</b> .
<b>Owner</b>	The meaning given in the Planning Act, for an owner of land.
<b>Phase</b>	A phase of a Works Contribution, as identified in the ICS.

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<b>Plan</b>	Either:  (a) a map or plan in schedule 2; or  (b) if the Development Approval includes an updated version of any such map or plan, submitted by the Developer and approved by the Council, that map or plan (instead of the equivalent in schedule 2).
<b>Planning Act</b>	The <i>Planning Act 2016</i> (Qld).
<b>Plan of Subdivision</b>	The meaning given in the <i>Land Title Act 1994</i> (Qld).
<b>Proposed Hotel</b>	The 5-Star Hotel proposed in the Development Application.
<b>RPEQ</b>	An engineer registered as a Registered Professional Engineer of Queensland with the Board of Professional Engineers in accordance with the <i>Professional Engineers Act 2002</i> (Qld).



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**Security**

- (a) Money;
- (b) A bank guarantee which satisfies the following:
  - (i) Is in favour of Council;
  - (ii) Is given by a financial institution consented to by Council
  - (iii) Allow Council to claim a payment on demand without reference to the Developer and despite an objection, direction or Claim by the Developer to the contrary
  - (iv) Allow the financial institution to make a payment on demand without reference to the Developer, despite an objection, direction or Claim by the Developer to the contrary
  - (v) Is unlimited in time
  - (vi) Is irrevocable
  - (vii) Is otherwise unconditional
  - (viii) Is in the form and substance satisfactory to Council
- (c) Any other form of surety consented to by Council.

**SLSQ**

Surf Life Saving Queensland Inc.

**Stage**A stage of the Development as shown on **Plan 6**.**Works Contribution**

The undertaking of works for infrastructure, including any materials or services required for that infrastructure.

**14.2 Construction**

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;

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- (e) no rule of construction will apply to the disadvantage of a party because that party drafted, put forward or would benefit from any term;
- (f) a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation, entity and a Governmental Agency;
  - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
  - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
  - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
  - (v) a right includes a benefit, remedy, discretion or power;
  - (vi) time is to local time in the Sunshine Coast, Queensland;
  - (vii) "\$" or "dollars" is a reference to Australian currency;
  - (viii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
  - (ix) writing includes:
    - (A) any mode of representing or reproducing words in tangible and permanently visible form, including fax transmission; and
    - (B) words created or stored in any electronic medium and retrievable in perceivable form.
  - (x) this document includes all schedules and annexures to it;
  - (xi) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document; and
  - (xii) in the ICS, an "item" is to an item in the ICS;
- (g) a term that is used, but not defined in, this document, will, unless the context otherwise requires, have the meaning given to it by (in the following descending order):
  - (i) the Planning Act; or
  - (ii) its ordinary meaning;
- (h) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day; and
- (i) headings do not affect the interpretation of this document.

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## Schedule 1

### Agreement Details

Item	Description	Details
1	Commencement Date	
	Date	<i>[to be inserted above by the last party to execute this document]</i>
2	Developer	
	Name	SH Coolum Pty Ltd
	Address	Ground Floor, 68 Waterloo Rd, Macquarie Park NSW 2113
	Postal address	As above
	Phone	(02) 8817 1400
	Fax	(02) 8817 4801
	Email	evan.aldridge@sekisuihouse.com.au
3	Council	
	Name	Sunshine Coast Regional Council
	Address	Cnr Currie and Bury Streets, Nambour QLD 4560
	Postal address	Locked Bay 72, Sunshine Coast Mail Centre QLD 4560
	Phone	(07) 5475 7272
	Fax	(07) 5475 7277
	Email	mail@sunshinecoast.qld.gov.au
4	Land	
	Address	David Low Way, Yaroomba QLD 4573
	Lot and plan description	Lot 25 on SP269561; Lots 12, 15 and 16 on SP238214; and Lots 20 and 336 to 340 on SP219217

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## Schedule 2

### Plans

No.	Description
1	Community land plan
2	Civic Park embellishments
3	Civil Park landscape detail plan 1
4	Civil Park landscape detail plan 2
5	Civil Park landscape detail plan 3
6	Infrastructure staging plan
7	Coastal discovery centre plan
8	Coastal discovery trail plan
9	Public amenities plan 1
10	Public amenities plan 2
11	Public access plan 1
12	Public access plan 2
13	Public access plan 3
14	Lifesaving tower plan 1
15	Lifesaving tower plan 2
16	Lifesaving tower plan 3
17	Lifesaving tower plan 4
18	Lifesaving tower plan 5
19	Lifesaving tower plan 6
20	Subdivision plan

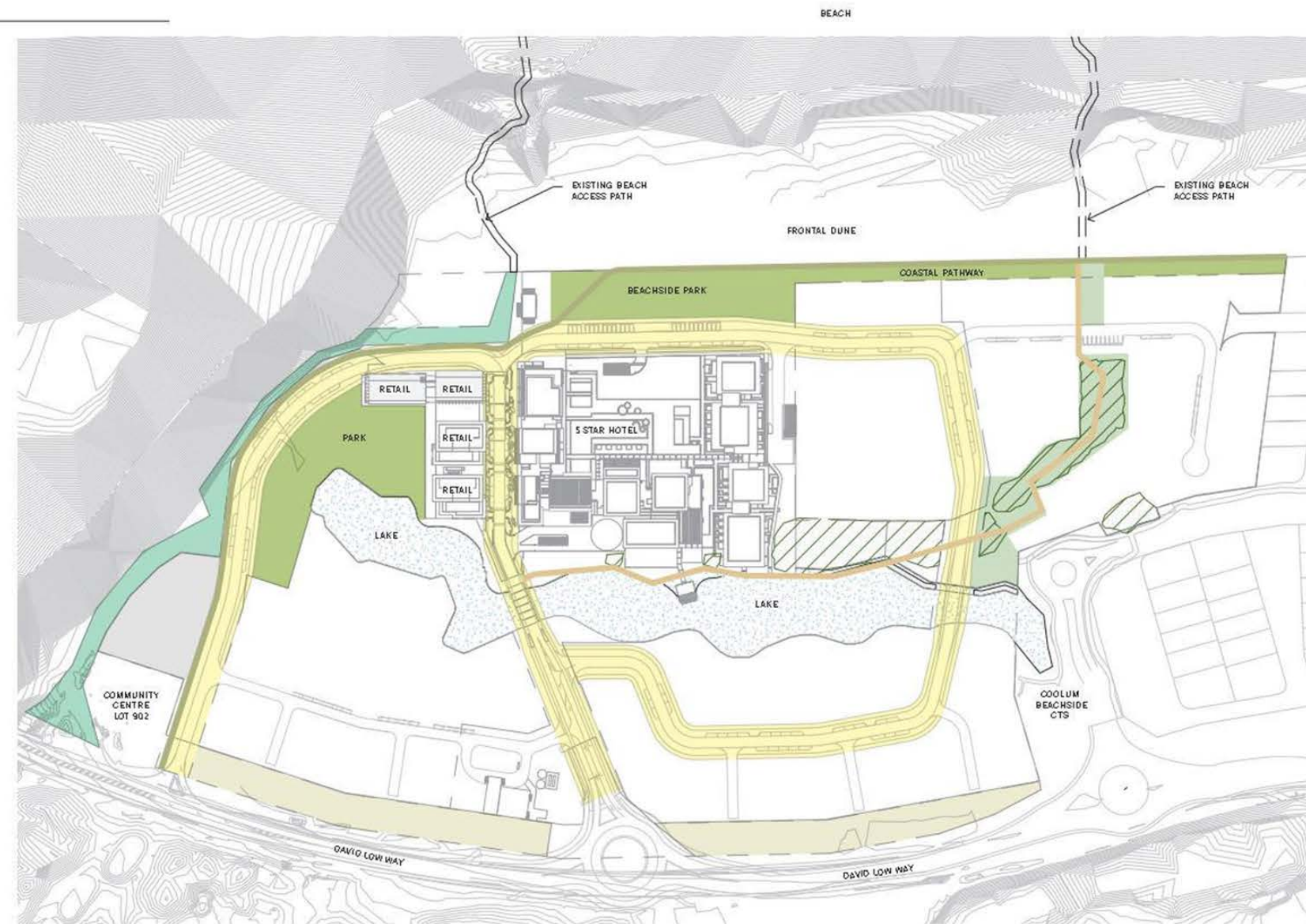
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## Plan 1 – Community land plan

## COMMUNITY LAND PLAN

## LEGEND

- David Low Way Buffer
- Linear Park
- Public Park
- Southern Green Link
- Public Dedicated Roads
- Public Car Park
- Coastal Public Pathway
- Public Pathway

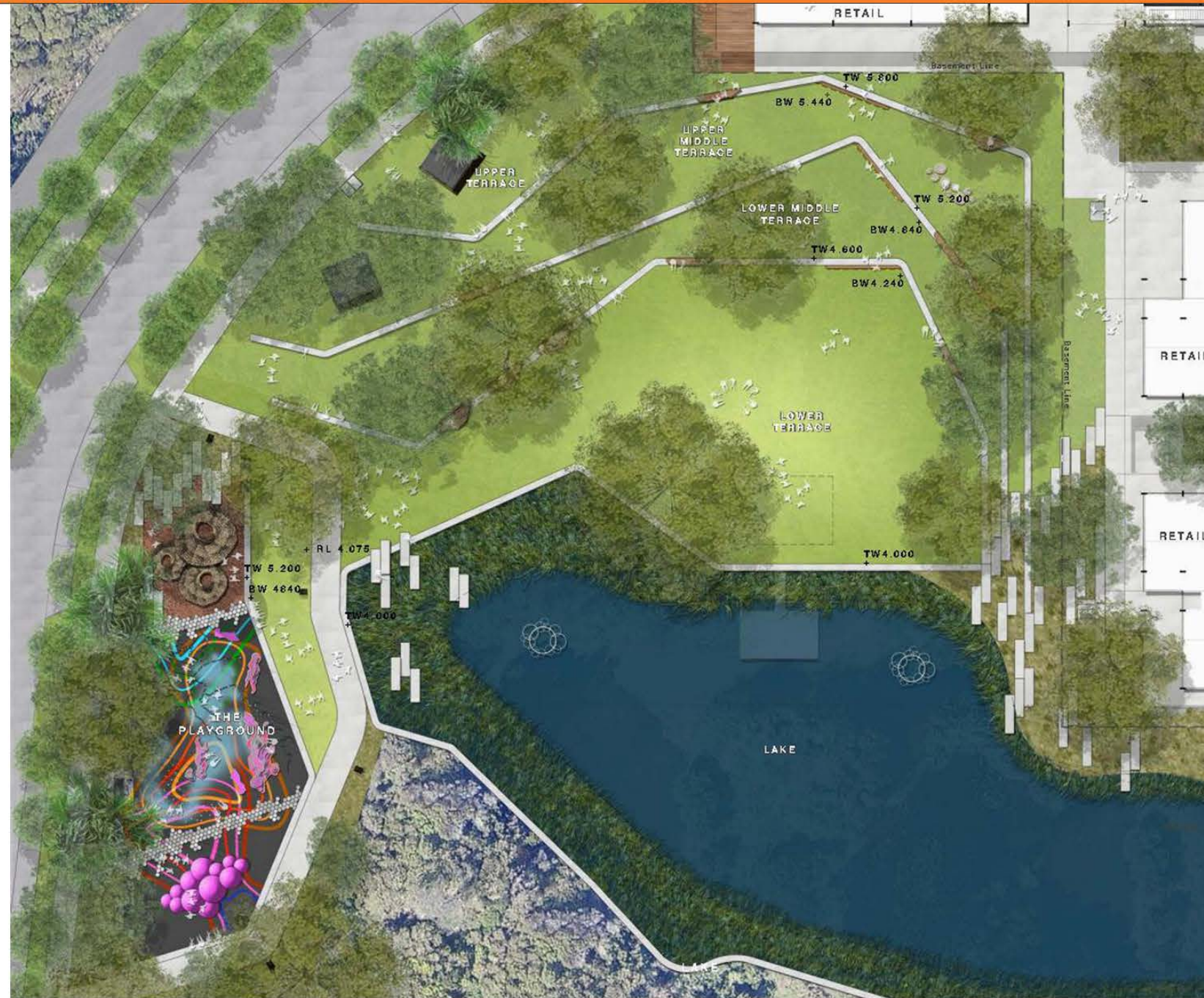


Scale  
1:2500 @A3

HASSELL  
SEKISUI HOUSE



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**Plan 2 – Civic Park embellishments****plan zones: landscape concept plan**

THE PARK - UPPER + MIDDLE TERRACES  
See Detail Plan 1 LCP2

- Picnic shelters
- Bespoke seating and lounges
- Event spaces
- Open green space
- Amphitheater
- Feature timber stepping blocks between levels
- Shade trees
- Stepped feature concrete plinths
- Waste bin enclosures

THE PARK - LOWER TERRACE (THE AMPHITHEATER)  
See Detail Plan 2 LCP3

- Bespoke seating and lounges
- Open green space
- Event space
- Market space
- Concert / performance space
- 'Front of house' area
- Feature timber stepping blocks between levels
- Shade trees stepped feature concrete plinths

THE PLAYGROUND  
See Detail Plan 3 LCP4

- Overhead path lighting
- Bubble balls/rubber play structure in rubber softfall
- Water play with vertical and horizontal elements
- Work space / work shop area
- Stepped feature concrete plinths
- Hexagonal steppers
- Shade trees and feature planting
- Parent seating opportunities
- Rubber softfall with first nations artwork
- Mounded landscape within waterplay area representing the region as well as providing additional play elements
- Oversize play structure, inspired by first nations traditional weaved items such as fishing baskets
- Bicycle parking

**THE LAKE**

- Visual connection to the water
- Feature concrete plinths to lake edge that step down to fluctuating water levels
- Edge planting
- Concrete lake edge wall
- Opportunity for temporary or permanent art works within the lake
- Opportunity for temporary pontoon during events

0m 4 12 20  
scale 1:400 @ A3

**Open Space Embellishments for developed and semi-developed open space**

DWG No. LCP1 | Date: 05.04.2018

Yaroomba Beach Public Park | D

JAMES  
BIRRELL  
DESIGN  
L A B



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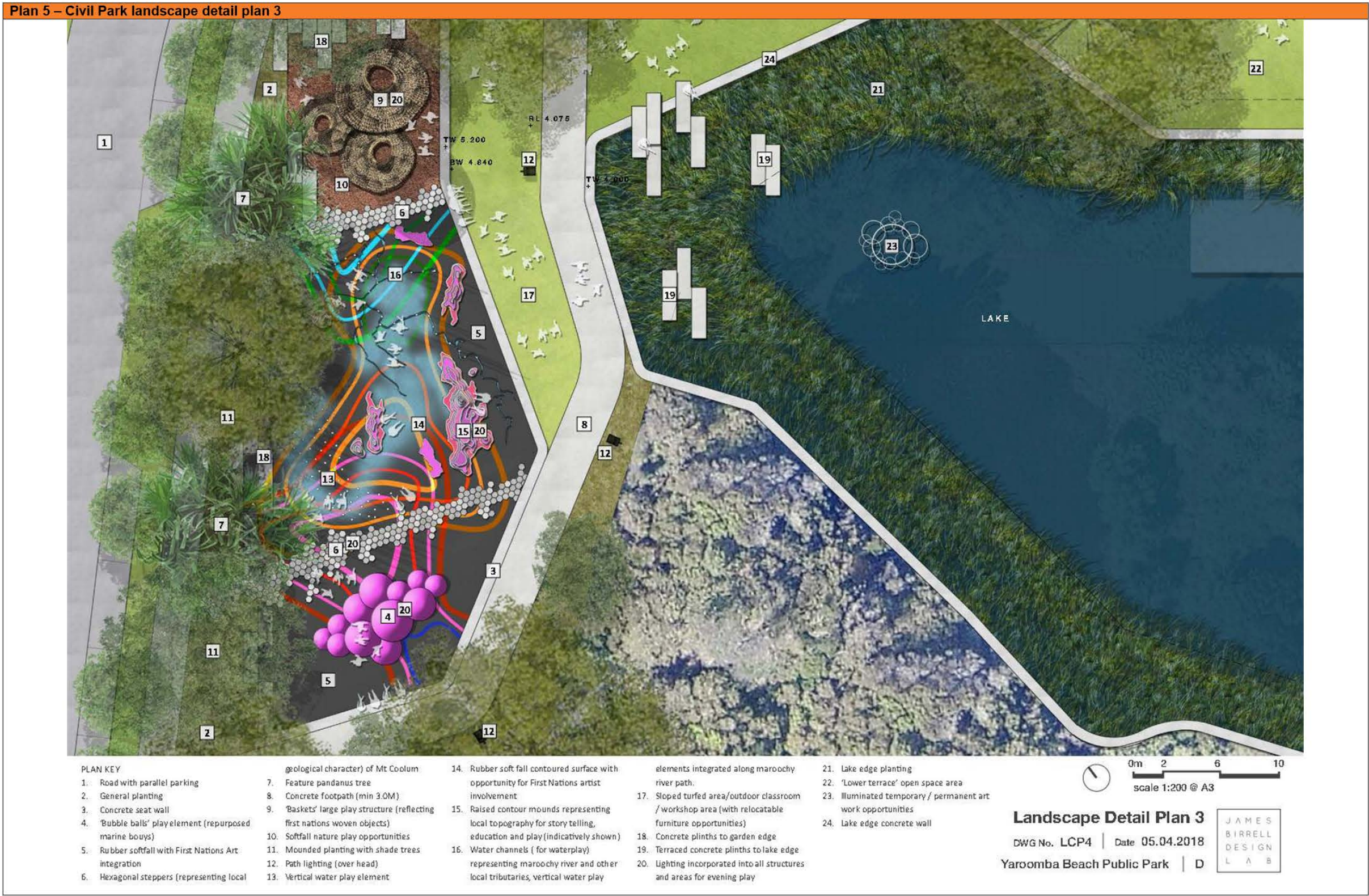


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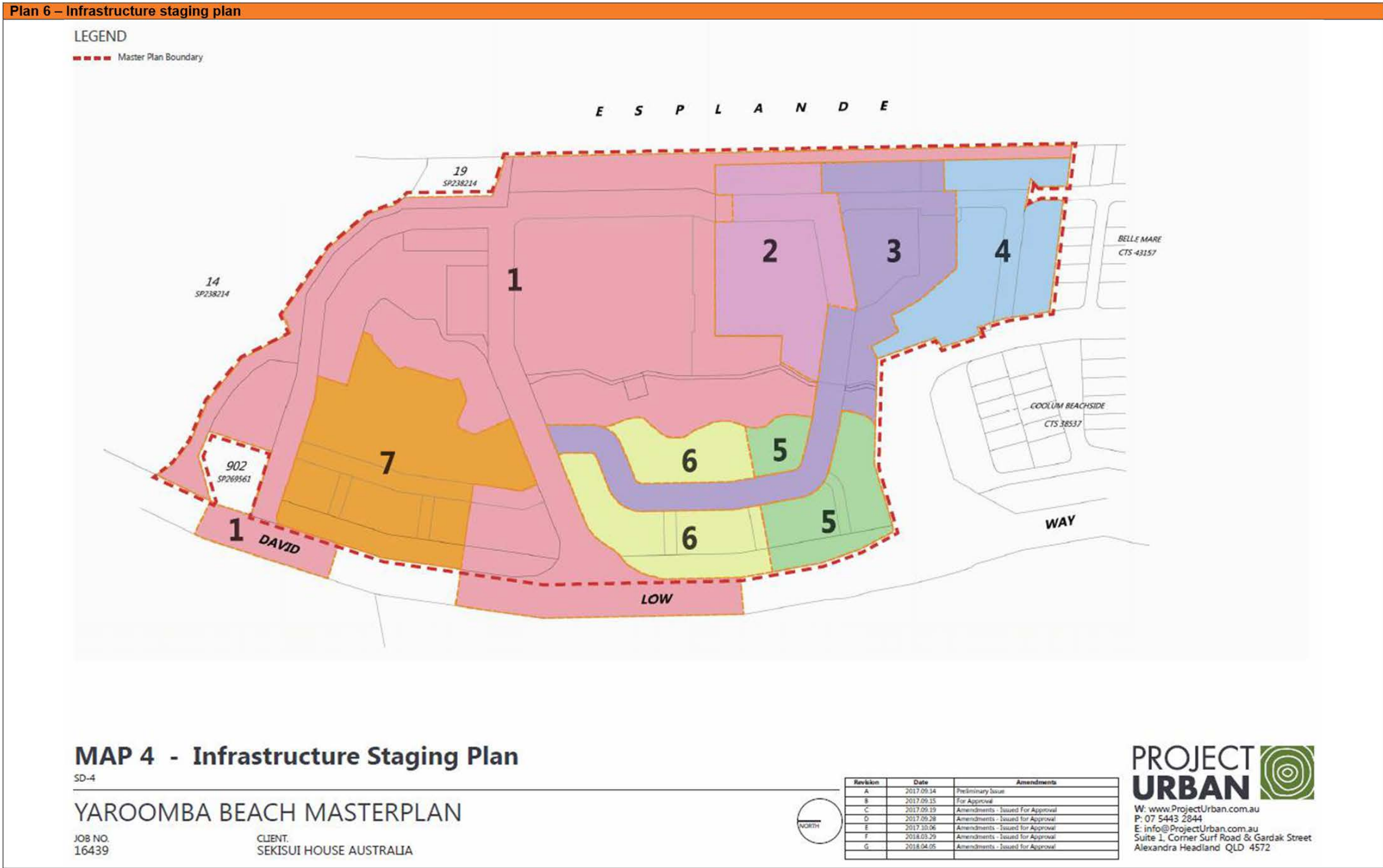


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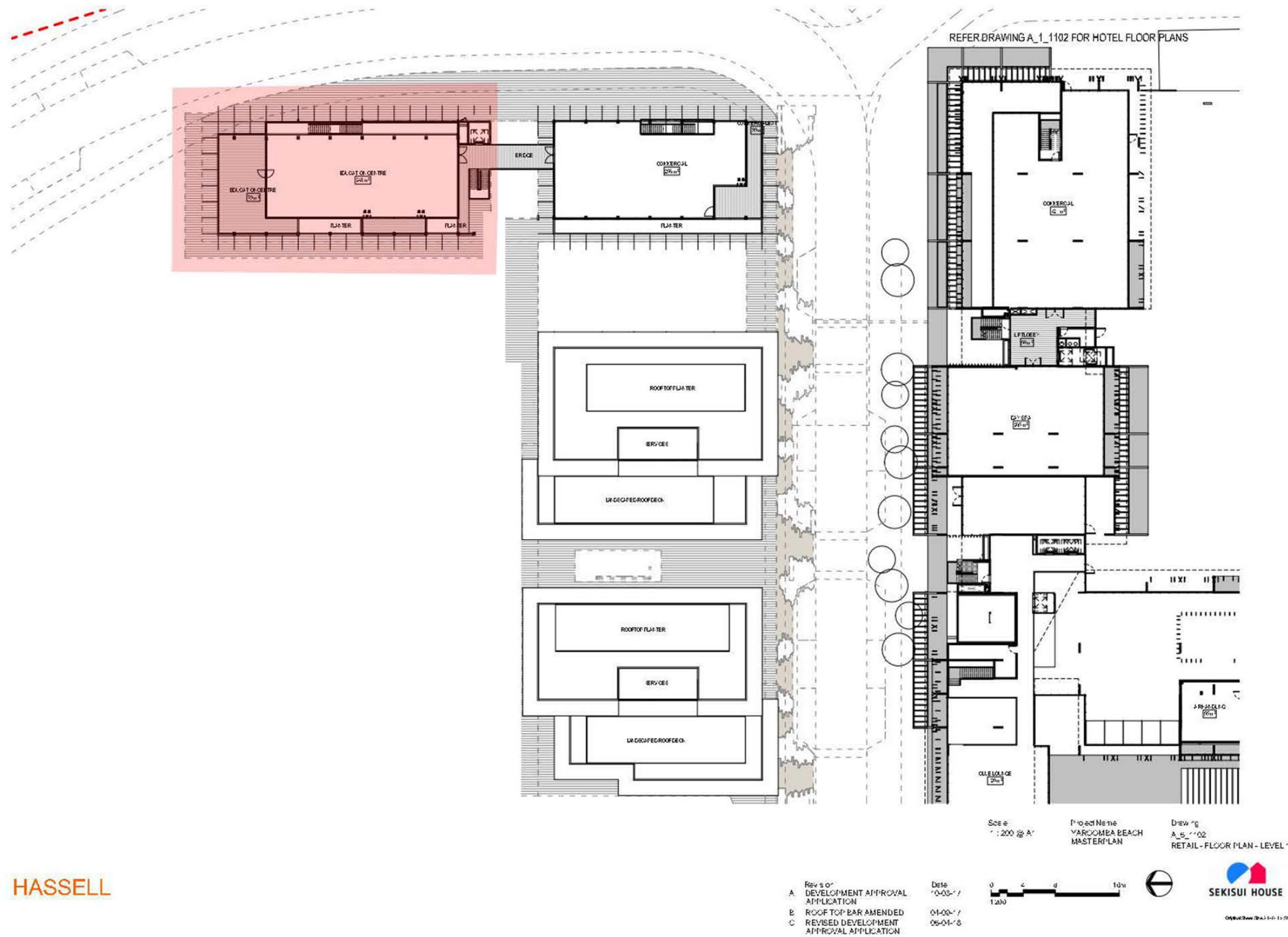




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**Plan 7 – Coastal discovery centre plan**



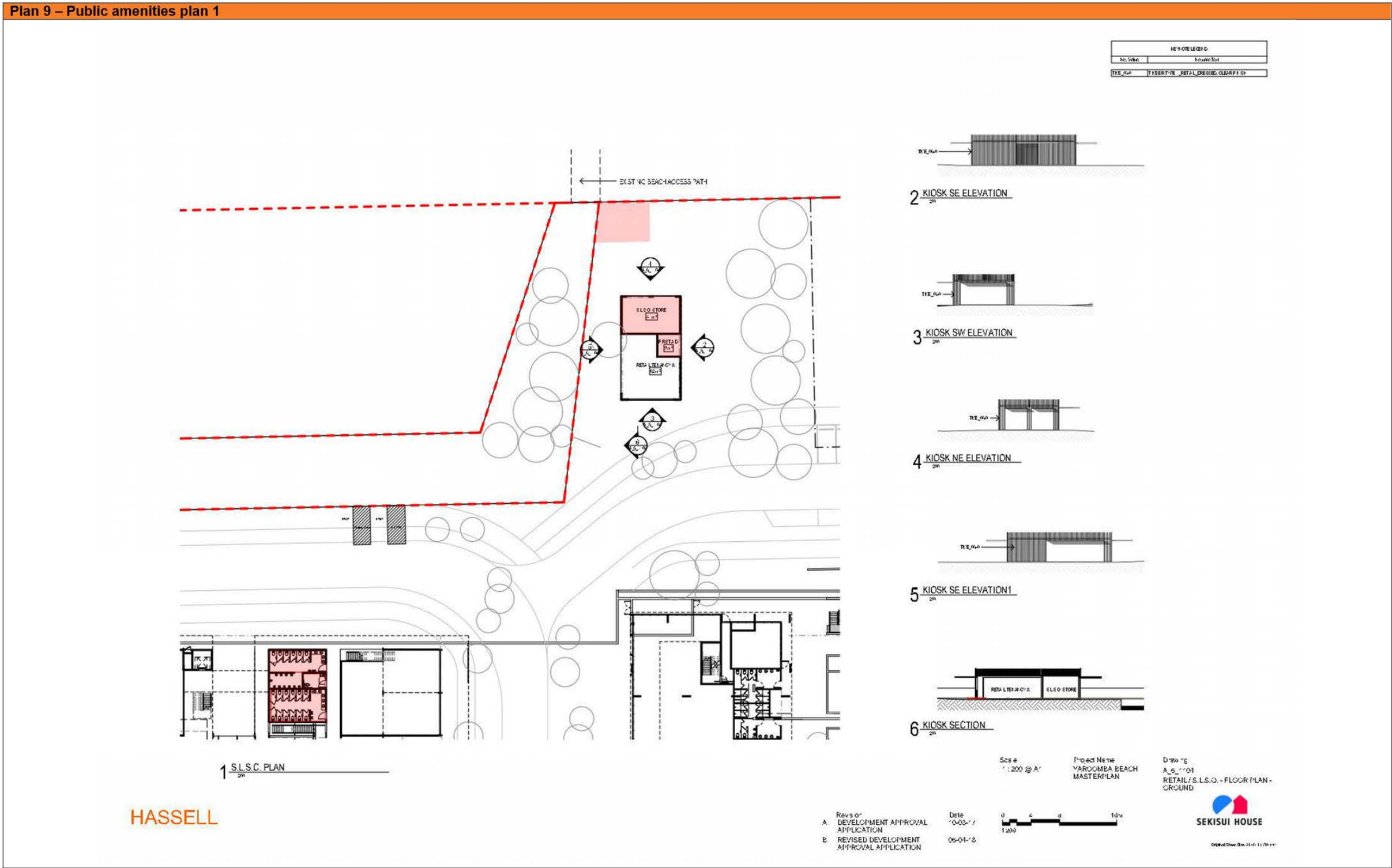
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Plan 8 – Coastal discovery trail plan



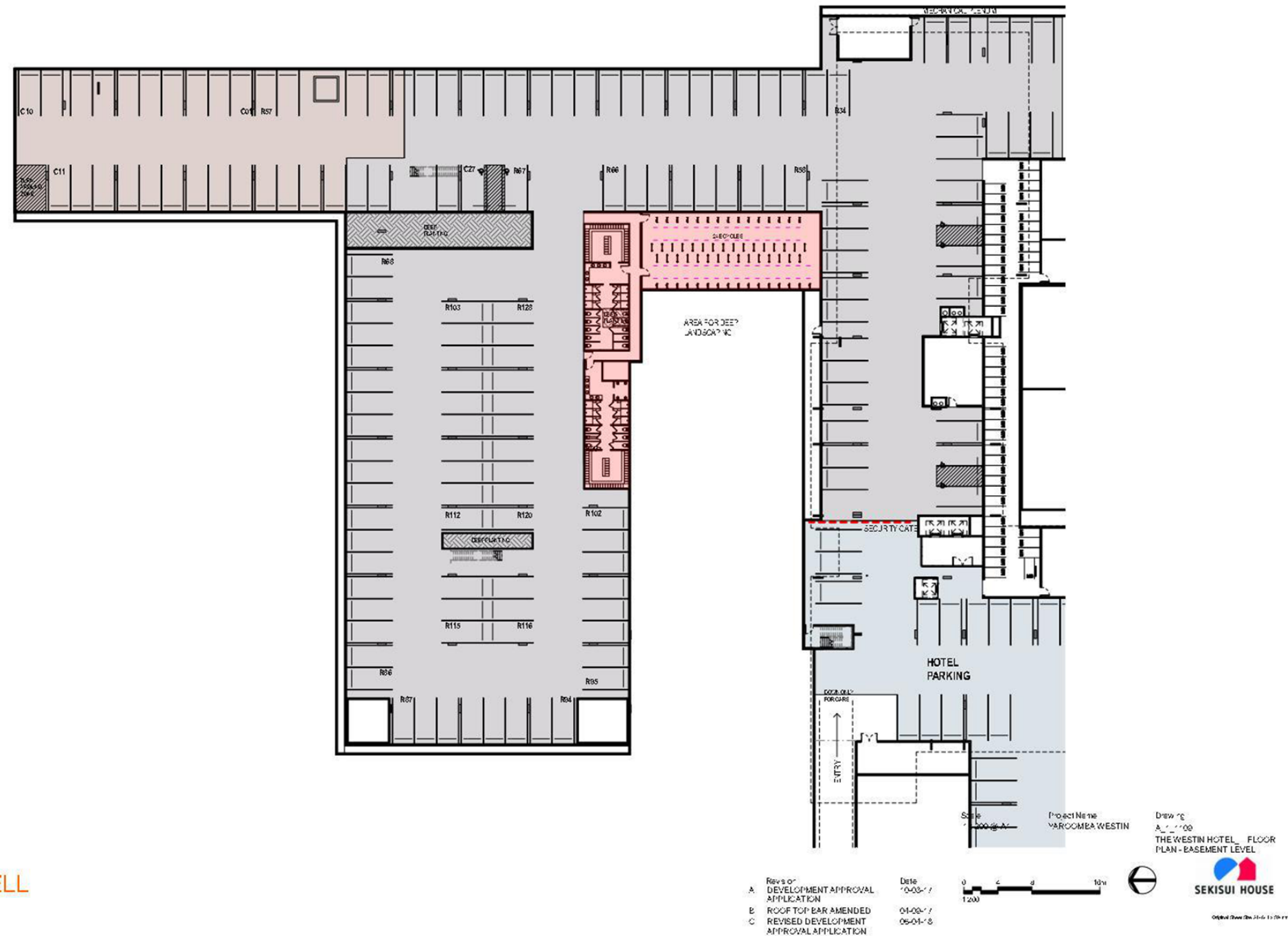
**Figure 3** - The Coastal Discovery Trail and Centre will provide authentic ecotourism experiences for local and international visitors and promote beach ecology and indigenous heritage.

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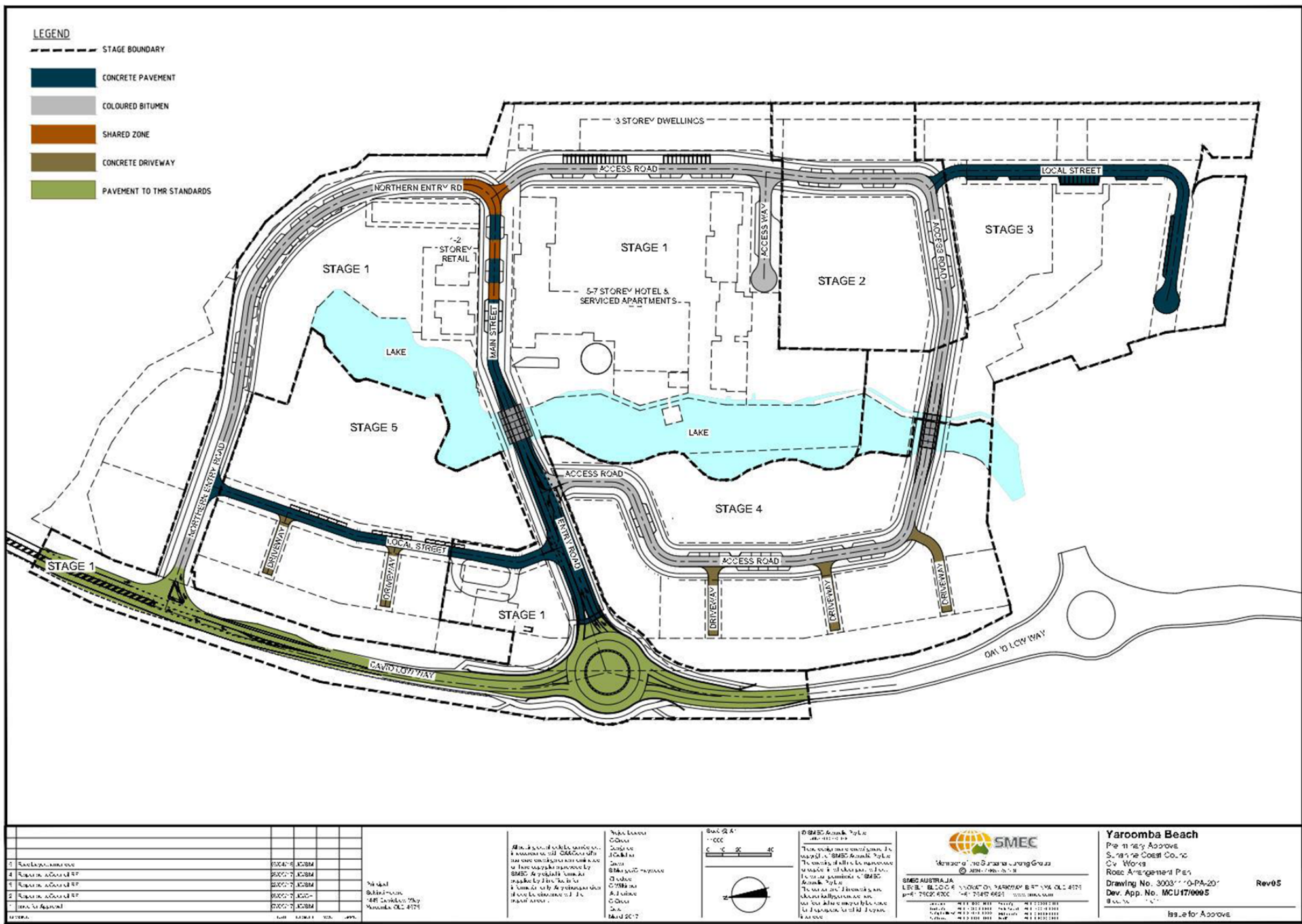


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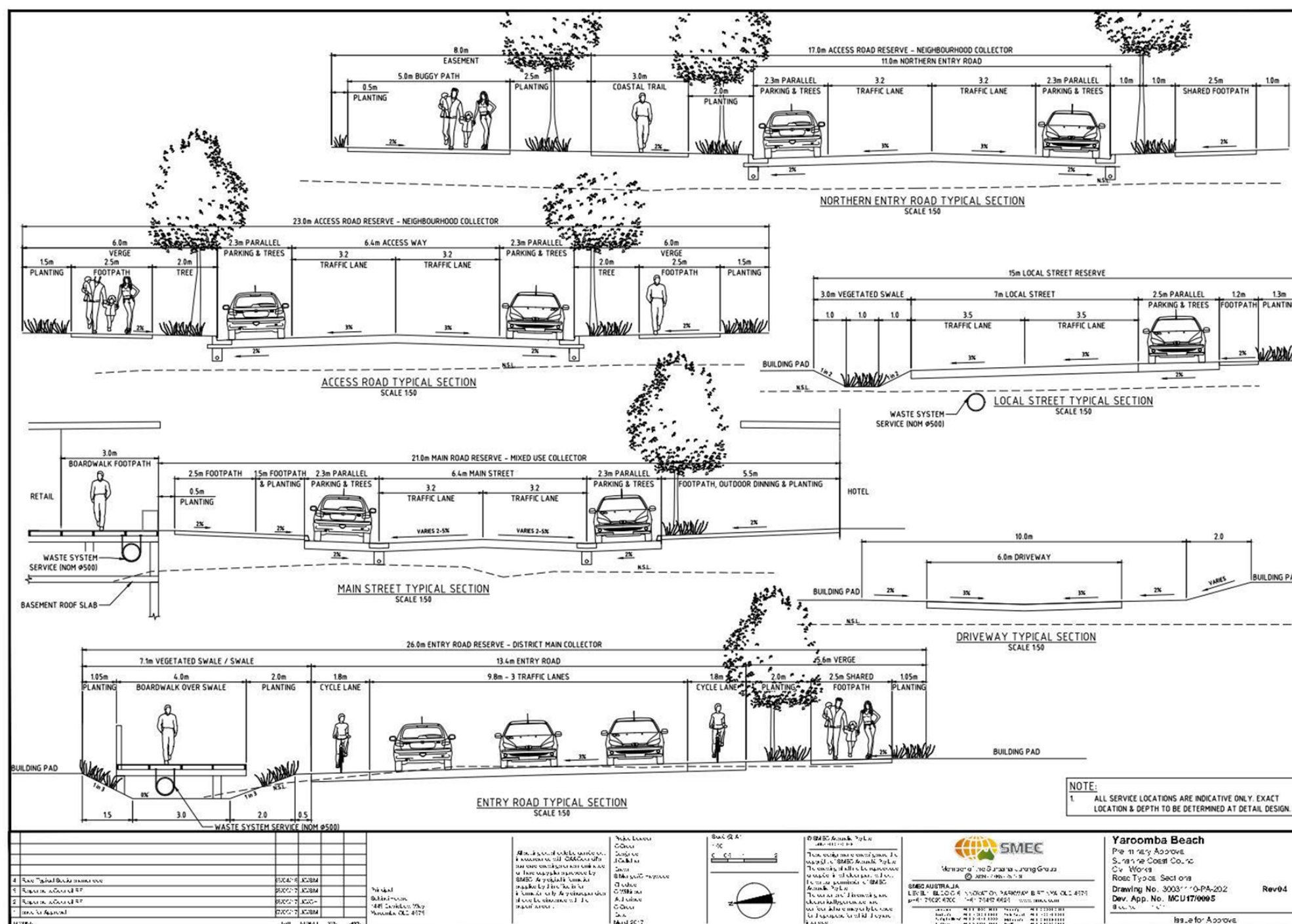
**Plan 10 – Public amenities plan 2**

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Plan 11 – Public access plan 1



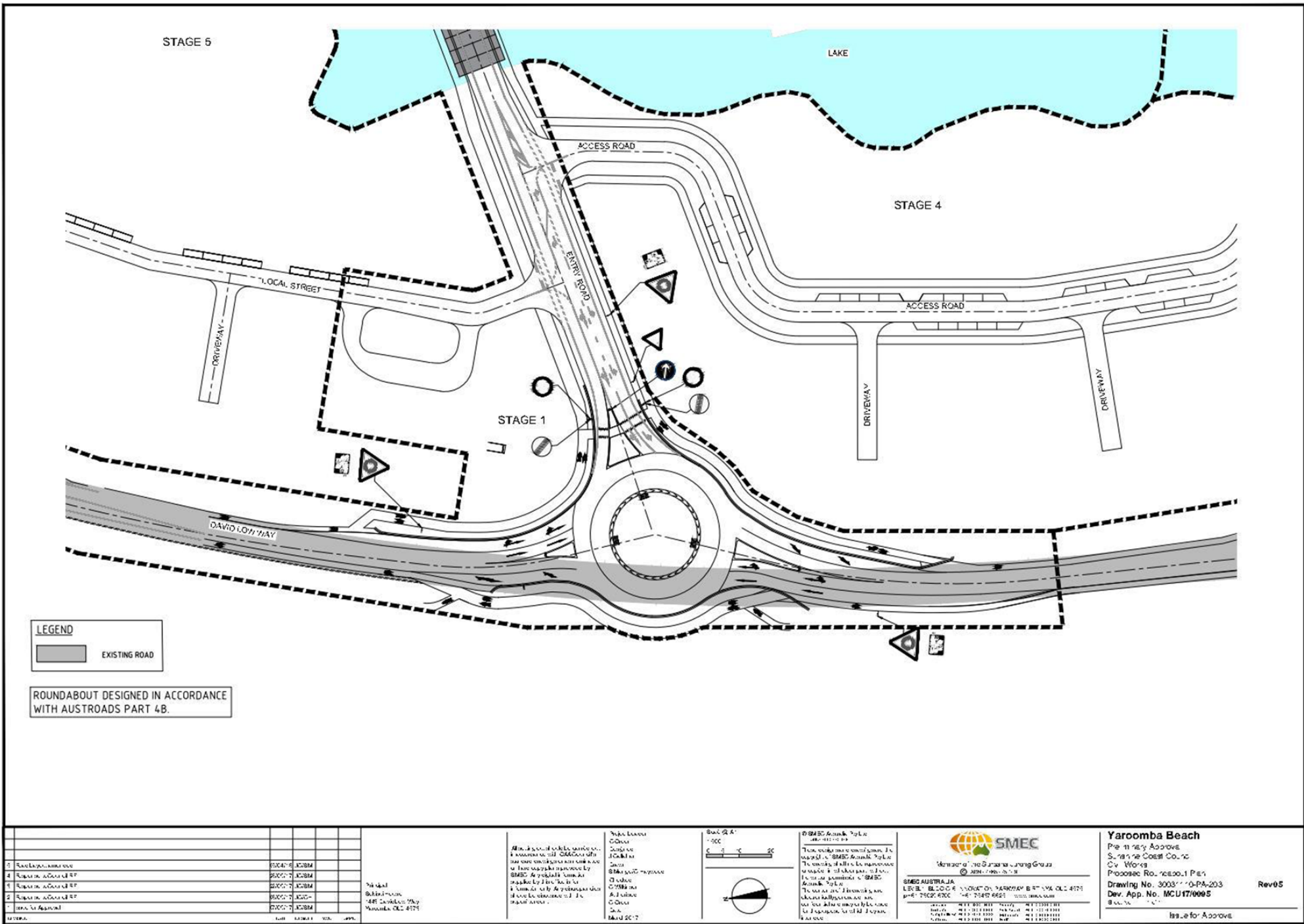
### Plan 12 – Public access plan 2





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Plan 13 – Public access plan 3



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## Plan 14 – Lifesaving tower plan 1

# PROPOSED LIFE GUARD TOWER AT LOT 26 ESPLANADE, COOLUM

**GENERAL**

- G1. READ THESE DRAWINGS IN CONJUNCTION WITH ARCHITECTURAL AND OTHER ENGINEERING DRAWINGS AND SPECIFICATIONS AND WITH SUCH OTHER WRITTEN INSTRUCTIONS AS MAY BE ISSUED.
- G2. VERIFY SET OUT DIMENSIONS SHOWN ON THE DRAWINGS BEFORE SITE WORKS, CONSTRUCTION AND FABRICATION COMMENCES. REFER ANY DISCREPANCY TO THE ENGINEER BEFORE PROCEEDING WITH THE WORK.
- G3. DO NOT OBTAIN DIMENSIONS BY SCALING FROM THE DRAWINGS.
- G4. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT S.A.A CODES AND THE BY-LAWS AND ORDINANCES OF THE RELEVANT BUILDING AUTHORITY.
- G5. THE STRUCTURAL WORK SHOWN ON THE DRAWINGS HAS BEEN DESIGNED FOR THE LOADS SET OUT IN THE TABLE BELOW IN ACCORDANCE WITH AS 1170 PARTS 1 & 2.
- G6. ALL STRUCTURAL WORK MUST BE INSPECTED AND APPROVED BY THE ENGINEER.
- G7. FORTY-EIGHT (48) HOURS NOTICE MUST BE GIVEN TO THE ENGINEER PRIOR TO ANY CONCRETE POURS OR OTHER SIMILARLY CRUCIAL PHASES OF CONSTRUCTION.

**WIND LOADS:**

- REGION: B
- TERRAIN CATEGORY: 2.0
- DESIGN GUST WIND SPEED:
  - (V<sub>20</sub>): 31m/s
  - (V<sub>100</sub>): 41m/s
  - (V<sub>500</sub>): 50m/s

**LIVE LOADS:**

- BALCONIES: N/A
- STAIRS: 3.0kPa
- FLOORS: 1.5kPa

**MIN. SAFE BEARING PRESSURE:**

- N/A

**GEOTECHNICAL REPORT:**

- BY: PENDING
- NUMBER: PENDING

**FOOTING & FOUNDATION PREPARATION**

- F1. PREPARE EXISTING FOUNDATION BELOW THE BUILDING BY REMOVAL OF ANY TOPSOIL CONTAINING ORGANIC AND/OR INORGANIC MATTER WHICH MAY INHIBIT COMPACTION.
- F2. DEEPEN FOOTINGS AND SLAB STIFFENING BEAMS TO BEAR ON FOUNDATION MATERIAL WITH MINIMUM SAFE BEARING PRESSURE AS NOTED IN THE TABLE BELOW LEFT.
- F3. COMPACT FOUNDATION BELOW THE CONCRETE SLABS TO THE STANDARD OF COMPACTION FOR FILL UNDER SLABS OR FOOTINGS HEREUNDER UNLESS NOTED OTHERWISE.
- F4. SAND FILLING UNDER SLABS OR FOOTINGS SHALL BE PLACED IN MAX. 200mm LAYERS, UNCOMPACTED DEPTH COMPACTED IN ACCORDANCE WITH AS 1289 (DENSITY INDEX TO BE GREATER THAN 70% IN ACCORDANCE WITH AS 1289).
- F5. FILL MATERIAL OTHER THAN SAND i.e. GRAVEL, DECOMPOSED ROCK OR BROKEN ROCK, FREE FROM ORGANIC MATERIAL AND LUMPS OF CLAY) UNDER SLABS OR FOOTINGS TO BE COMPACTED TO ACHIEVE A DENSITY RATIO (CALCULATED BY AS 1289) OF NOT LESS THAN 98% AT MAXIMUM DRY DENSITY AS DETERMINED BY AS 1289.
- F6. PROOF ROLL THE FOUNDATION AND REMOVE AND RECONSTRUCT AREAS THAT BREAK UP OR SHOW EVIDENCE OF MOVEMENT UNDER THE PROOF LOADING.
- F7. CONSTRUCT FOOTINGS UNDER ALL LOAD BEARING WALLS (TYPICAL).
- F8. LAP AND CORNER BARS EQUIVALENT TO THE REINFORCEMENT IN THE FOOTING TO BE PROVIDED AT CHANGES IN DIRECTION AND JUNCTION OF FOOTINGS.
- F9. LARGE TREES ADJACENT TO THE BUILDING ARE TO BE REMOVED. THE VOIDS SHALL BE EXCAVATED, BACKFILLED & COMPACTED WITH SUITABLE MATERIAL SIMILAR TO THE EXCAVATED MATERIAL.
- F10. ALL TREES, PROPOSED OR EXISTING, SHALL NOT BE CLOSER TO THE FOOTING THAN 0.8 TIMES THEIR MATURE HEIGHT, WHERE THIS CAN NOT BE ACHIEVED, BUILDER IS TO SEEK ADVICE FROM ENGINEER.
- F11. TRENCHES FOR SERVICES SHALL BE LOCATED AT A MINIMUM OF 1.0m CLEAR OF FOOTINGS.

**FOOTING & FOUNDATION PREPARATION CONTINUED**

- F11. TRENCHES FOR SERVICES SHALL BE LOCATED AT A MINIMUM OF 1.0m CLEAR OF FOOTINGS.
- F12. PROPER SITE DRAINAGE & FOUNDATION MAINTENANCE MUST BE STRICTLY OBSERVED TO MINIMISE MOISTURE VARIATIONS IN REACTIVE CLAY SOILS. IT IS THE HOUSE OWNERS RESPONSIBILITY TO BE FAMILIAR WITH & COMPLY WITH THE REQUIREMENTS OF "GUIDE TO HOME OWNERS ON FOUNDATION MAINTENANCE & FOOTING PERFORMANCE," PUBLISHED BY CSIRO.
- F13. REFER TO THE GEOTECHNICAL REPORT AS NOTED IN THE TABLE TO LEFT.
- REINFORCED CONCRETE**
- C1. ALL CONCRETE WORK AND REINFORCEMENT TO BE EXECUTED IN ACCORDANCE WITH THE RELEVANT S.A.A CODES AND SPECIFICATIONS IN PARTICULAR THE CURRENT EDITION OF AS 3600.
- C2. CONCRETE COMPONENTS AND QUALITY TO BE N25 (EXPOSURE CLASSIFICATION A1) U.N.O. MAXIMUM AGGREGATE SIZE TO BE 20mm U.N.O.
- C3. CONCRETE TESTING TO CONFORM WITH THE ACCEPTABILITY REQUIREMENTS OF THE CURRENT EDITION OF AS 3600.
- C4. THE CONCRETE SLUMP SHALL NOT BE LESS THAN 75mm AND NOT MORE THAN 100mm.
- C5. ALL CONCRETE SHALL BE ADEQUATELY VIBRATED INTO PLACE, NO WATER TO BE ADDED ON SITE, CURE CONTINUOUSLY FOR NOT LESS THAN SEVEN (7) DAYS IN AN APPROVED MANNER.
- C6. NO HOLES, CHASES OR VOIDS, OTHER THAN THOSE SHOWN ON THE STRUCTURAL DRAWINGS ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.
- C7. SYMBOLS ON DRAWINGS FOR GRADE & TYPE OF REINFORCEMENT ARE AS FOLLOWS:-  
R DENOTES STRUCTURAL GRADE 230 PLAIN ROUND BAR TO AS 4671.  
N DENOTES HOT ROLLED GRADE 500 DEFORMED BAR TO AS 4671.  
SL DENOTES HARD DRAWN WIRE REINFORCING FABRIC TO AS 1304.  
S STRUCTURAL GRADE DEFORMED BARS TO AS 1302.
- C8. MINIMUM LAPS OF REINFORCEMENT (U.N.O.):  
MESH 250mm  
12mm Ø BAR 300mm  
16mm Ø BAR 400mm

**REINFORCED CONCRETE CONTINUED**

- C9. ALL REINFORCEMENT SHALL BE CONTINUOUS WITH THE FOLLOWING LAPS AT SPLICE:  
TRENCH MESH 300mm  
FABRIC 250mm
- C10. ALL REINFORCEMENT SHALL BE CHAIRED TO THE SATISFACTION OF THE ENGINEER.
- C10. WHERE BRITTLE FLOOR COVERINGS ARE USED OVER AN AREA GREATER THAN 16m<sup>2</sup>, EXTRA MEASURES SHALL BE TAKEN TO CONTROL THE EFFECT OF SHRINKAGE CRACKING. SUCH MEASURES SHALL INCLUDE ONE OF THE FOLLOWING:  
A THE AMOUNT OF SHRINKAGE REINFORCEMENT SHALL BE INCREASED TO SL92 OR EQUIVALENT THROUGHOUT THE AFFECTED SLAB PANELS. ALTERNATIVELY, AN ADDITIONAL SHEET OF SLAB MESH SHALL BE PLACED OVER AFFECTED AREAS.  
B THE BEDDING SYSTEM FOR BRITTLE COVERINGS SHALL BE SELECTED ON THE BASIS OF THE EXPECTED SLAB MOVEMENT AND THE CHARACTERISTICS OF THE FLOOR COVERINGS.  
C THE PLACEMENT OF FLOOR COVERINGS SHALL BE DELAYED (THREE MONTHS).

FOR CONSTRUCTION

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Plan 15 – Lifesaving tower plan 2

**STRUCTURAL STEELWORK**

S1. ALL WORKMANSHIP & MATERIALS SHALL BE IN ACCORDANCE WITH AS 4100 & AS 1554 EXCEPT WHERE VARIED BY THE SPECIFICATION.

S2. ALL STEEL SHALL BE IN ACCORDANCE WITH AS 3679 GRADE 250 OR 300 U.N.O. (AS 1163 GRADE C350 FOR RECTANGULAR & SQUARE HOLLOW SECTIONS OR GRADE 200 FOR CIRCULAR HOLLOW SECTIONS TO 165.1mm O.D. & GRADE C350 ABOVE 165.1mm O.D.)

S3. WELDS SHALL BE TO THE REQUIREMENTS OF AS 1554 & SHALL BE 6mm CONTINUOUS FILLET WELDS UNLESS SHOWN OTHERWISE.

S4. BUTT WELDS SHALL BE PRE-QUALIFIED COMPLETE PENETRATION BUTT WELDS. ALL WELDS SHALL BE CATEGORY SP IN ACCORDANCE WITH AS 1554 UNLESS NOTED OTHERWISE.

S5. ALL GUSSET AND CONNECTION PLATES SHALL BE 10mm UNLESS SHOWN OTHERWISE.

S6. BASE PLATES SHALL BE 16mm UNLESS SHOWN OTHERWISE.

S7. MINIMUM 5mm RADIUS CUT SHALL BE MADE TO ALL RE-ENTRANT CORNERS.

S8. ALL INTERNAL STEELWORK IS TO BE MECHANICALLY WIRE BRUSHED TO REQUIREMENTS OF AS 1627.2 AND HAVE 2 COATS OF A ZINC RICH PRIMER PAINT COMPLYING WITH AS 3750.

ALL EXTERNAL STEELWORK IS TO BE HOT DIPPED GALVANISED. STEELWORK TO BE GALVANISED SHALL BE CLEANED TO REQUIREMENTS OF AS 4680 CLASS 2 1/2 OR BETTER & HOT DIP GALVANISED TO REQUIREMENTS OF AS 4680

S9. BOLTS TO BE HIGH STRENGTH, SNUG TIGHT TO AS 4100, (I.E. 8.8/5) U.N.O.

S10. ALL NUTS, BOLTS & WASHERS TO BE GALVANISED.

S11. HOLDING DOWN BOLTS TO BE SUPPLIED COMPLETE WITH LEVELLING NUTS, NUTS AND WASHERS.

S12. DAMAGED PAINT WORK & ALL NUTS, BOLTS AND WASHERS SHALL BE CLEANED AND RETOUCHE AFTER ERECTION.

S13. CONCRETE ENCASED STEELWORK TO BE LEFT UNPAINTED AND BE WRAPPED IN FGW 41 FABRIC UNLESS OTHERWISE SHOWN.

S14. TWO (2) COPIES OF ALL WORKSHOP DRAWINGS TO BE SUBMITTED TO THE ENGINEER AND APPROVAL OBTAINED IN WRITING BEFORE FABRICATION IS COMMENCED. APPROVAL DOES NOT INCLUDE CHECKING DIMENSIONS.

**PLUMBING**

PL1. ALLOTMENTS CONTAINING REACTIVE SITES CLASSIFIED AS H OR E SHALL BE PROVIDED WITH AN ADEQUATE SYSTEM OF PLUMBING DETAILED IN ACCORDANCE WITH THE FOLLOWING.

(NOTE- METHODS USED SHOULD COMPLY WITH LOCAL PLUMBING AND DRAINAGE REGULATIONS).

A PENETRATIONS OF THE EDGE BEAMS OF A RAFT AND PERIMETER STRIP FOOTINGS SHALL BE AVOIDED, BUT WHERE NECESSARY SHALL BE SLEEVED TO ALLOW FOR MOVEMENT. CLOSED-CELL POLYETHYLENE LAGGING SHALL BE USED AROUND ALL STORMWATER AND SEWER PIPE PENETRATIONS THROUGH EXTERNAL FOOTINGS. THE LAGGING SHALL BE A MINIMUM OF 20mm THICK ON CLASS H SITES AND 40mm THICK ON CLASS E SITES. SLEEVES ALLOWING EQUIVALENT MOVEMENTS MAY BE USED AS AN ALTERNATIVE. LAGGING IS NOT REQUIRED AROUND VERTICAL PENETRATIONS THROUGH SLAB PANELS.

B CONNECTION OF STORMWATER DRAINS AND WASTE DRAINS SHALL INCLUDE FLEXIBLE CONNECTIONS.

C SEPTIC TANKS AND ASSOCIATED SOAKAGE AREAS SHALL BE LOCATED TO MINIMIZE SOIL MOISTURE INCREASE WITHIN THE FOUNDATION.

D PLUMBING AND DRAINAGE UNDER A SLAB SHALL BE AVOIDED WHERE PRACTICABLE. PIPES MAY BE ENCASED IN CONCRETE OR IN RECESSES IN THE SLAB WHEN PROVIDED WITH FLEXIBLE JOINTS AT THE EXTERIOR OF THE SLAB.

**MAINTENANCE**

MA1. THE OWNERS ATTENTION IS DRAWN TO APPENDIX A OF AS 2870 'PERFORMANCE REQUIREMENTS AND FOUNDATION MAINTENANCE.'

MA2. LARGE, MOISTURE-ABSORBING TREES ARE NOT TO BE PLANTED IN CLOSE PROXIMITY TO THE FOOTINGS.

MA3. NATURAL WATER RUN-OFF IS TO BE DIRECTED AWAY FROM SLAB AND PLATFORM GENERALLY.

MA4. EXCESSIVE WATERING OF GARDENS ADJACENT TO THE HOUSE SLAB IS TO BE AVOIDED, TO MINIMISE ANY GROUND HEAVING.

**SITE DRAINAGE**

SD1. FINISHED SLAB LEVELS TO BE 250mm (MIN.) ABOVE GROUND, OR AS REQUIRED BY THE LOCAL AUTHORITY.

SD2. PONDING OF WATER ADJACENT TO FOOTINGS TO BE PREVENTED AT ALL TIMES.

SD3. ALL SURFACE RUN-OFF TO BE DIRECTED AWAY FROM THE FOUNDATION BY A MINIMUM GROUND SLOPE OF 1 IN 30.

SD4. ALL ROOF DRAINAGE TO BE PIPED AND DISCHARGED AT LEAST 6.0m AWAY FROM THE FOUNDATIONS.

SD5. SITE DRAINAGE TO BE MAINTAINED AT ALL TIMES BOTH DURING AND AFTER CONSTRUCTION.

**Diagram 1: DRAINAGE LAYOUT FOR CUT & FILL SITES**

**Diagram 2: DRAINAGE LAYOUT FOR WET SITES**

**Diagram 3: SURFACE DRAINS ALONG LINE OF SLOPES**

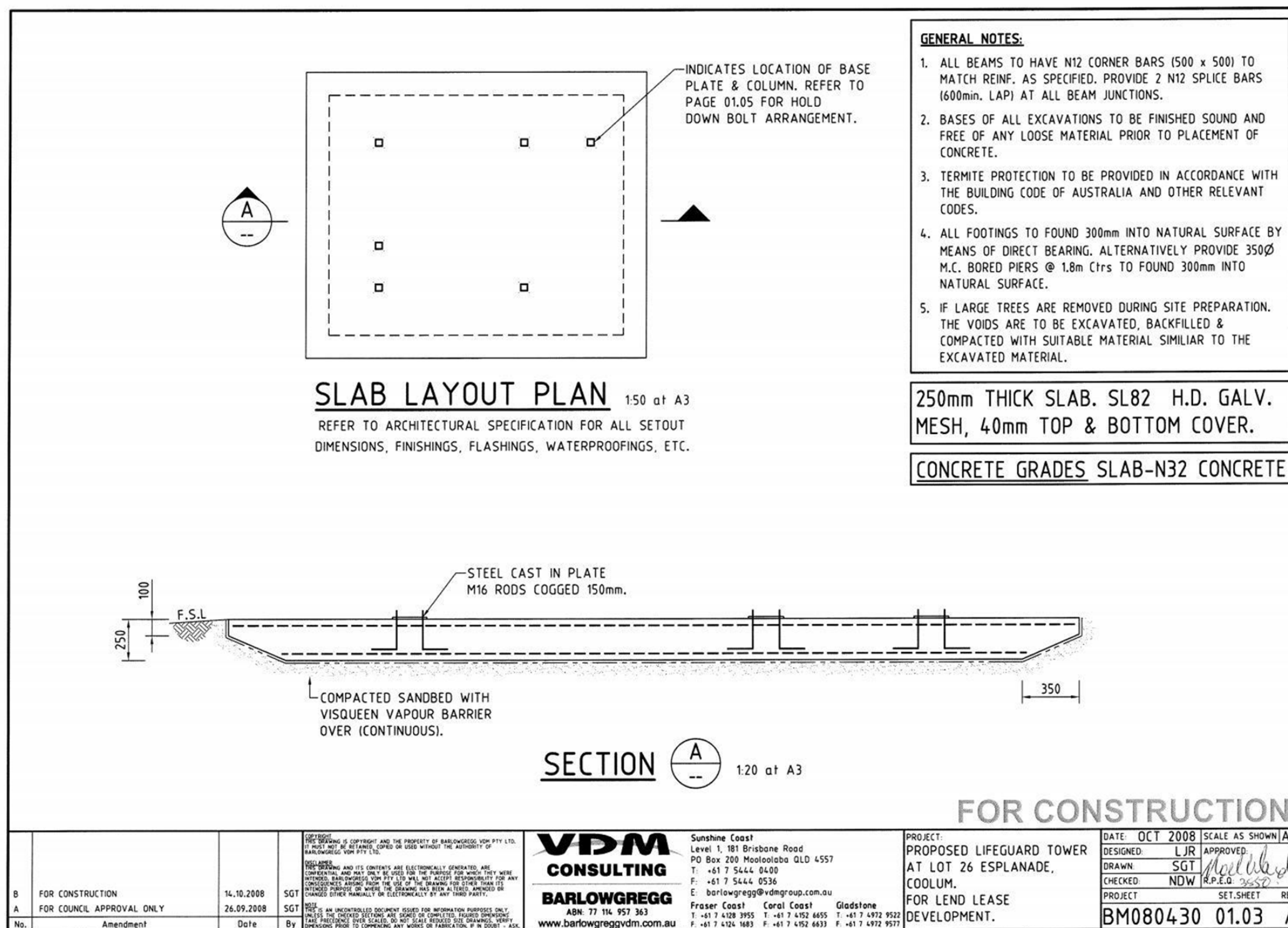
**Diagram 4: DRAINAGE LAYOUT FOR ADJACENT RETAINING WALLS**

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## Plan 16 – Lifesaving tower plan 3





22mm ALLOY MESH SHEET FLOORING, TO MANUF SPECS.

**FIRST FLOOR FRAMING LAYOUT PLAN** 1:50 at A3

REFER TO ARCHITECTURAL SPECIFICATION FOR ALL SETOUT DIMENSIONS, FINISHINGS, FLASHINGS, WATERPROOFINGS, ETC.

**ROOF FRAMING LAYOUT PLAN** 1:50 at A3

REFER TO ARCHITECTURAL SPECIFICATION FOR ALL SETOUT DIMENSIONS, FINISHINGS, FLASHINGS, WATERPROOFINGS, ETC.

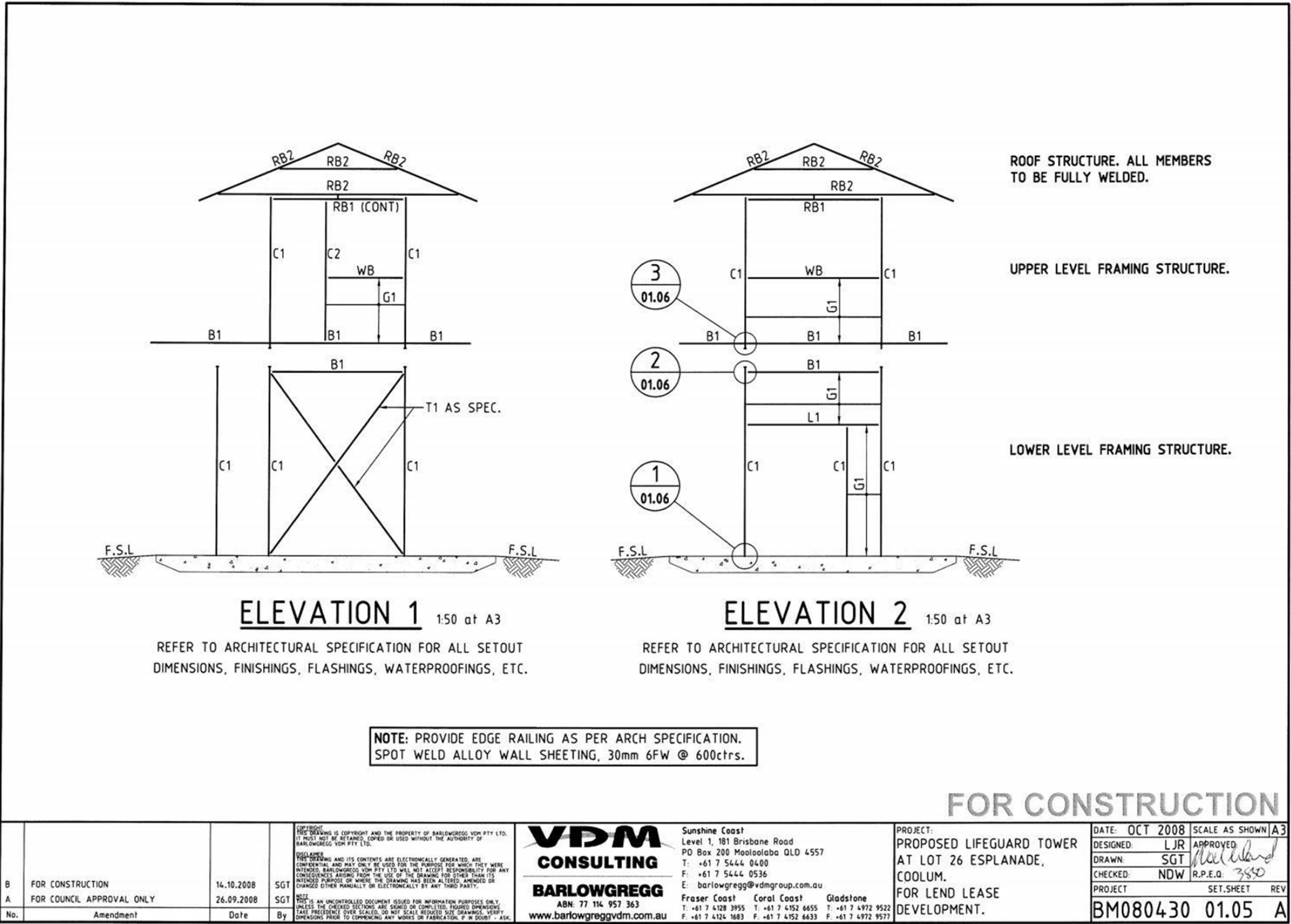
MEMBER	SIZE	ALLOY GRADE, COMMENTS
C1	100 x 6.0 SHS	6061 T6; FIX AS DETAILED.
C2	100 x 50 x 4.0 RHS	6063 T5; FULLY WELDED.
B1	100 x 50 x 4.0 RHS	6063 T5; FULLY WELDED.
J1	50 x 50 x 3.0 SHS	6063 T5; FULLY WELDED.
L1	50 x 100 x 4.0 RHS	6063 T5; FULLY WELDED.
WB	50 x 100 x 4.0 RHS	6063 T5; FULLY WELDED.
RB1	100 x 50 x 4.0 RHS	6063 T5; FULLY WELDED.
RB2	48.4 OD/4.47	6082 T6; STRUCTURAL ROUND TUBE
G1	50 x 50 x 3.0 SHS	6063 T5; WALL GURTS AT 600 Ctrs.
T1	100 x 50 x 4.0 RHS	6063 T5; TENSION BRACING TIE.

**FOR CONSTRUCTION**

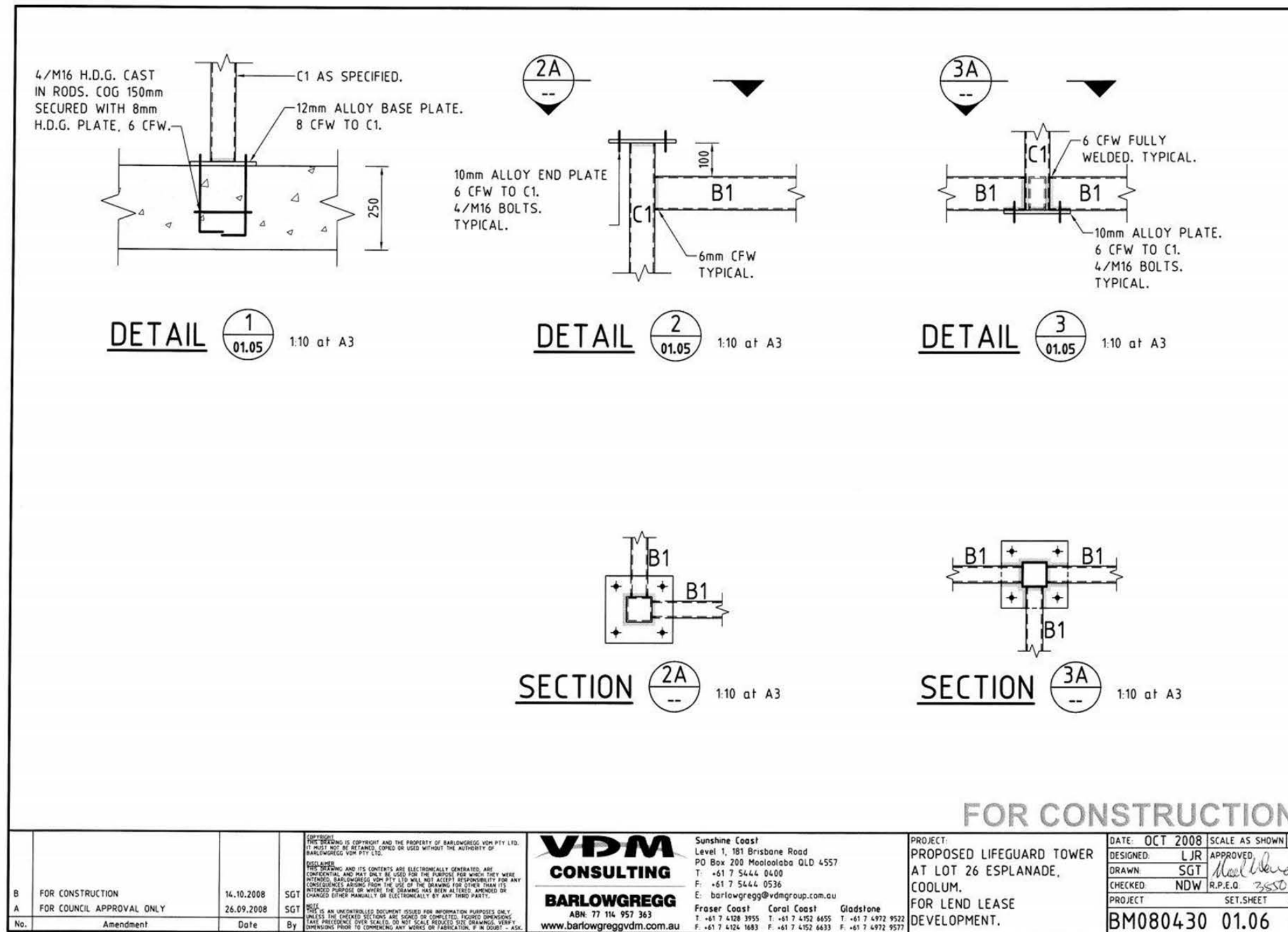
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	FOR COUNCIL APPROVAL ONLY	26.09.2008	SGT					
No.	Amendment	Date	By	<small>           THIS IS AN UNCONTROLLED DOCUMENT ISSUED FOR INFORMATION PURPOSES ONLY.            UNLESS THE CHECKED SECTIONS ARE SIGNED OR COMPLETED, ISSUED DRAWINGS            TAKE PRECEDENCE OVER SCALED, DO NOT SCALE, REDUCED SIZE DRAWINGS. VERIFY            DIMENSIONS PRIOR TO COMMENCING ANY WORKS OR FABRICATION, IF IN DOUBT - ASK.         </small>				
				PROJECT: PROPOSED LIFEGUARD TOWER AT LOT 26 ESPLANADE, COOLUM. FOR LEND LEASE DEVELOPMENT.				
				DATE: OCT 2008 SCALE AS SHOWN DESIGNED: LJR APPROVED: [Signature] DRAWN: SGT CHECKED: NDW R.P.E.Q. [Signature] PROJECT SET SHEET R <b>BM080430 01.04</b>				

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Plan 18 – Lifesaving tower plan 5



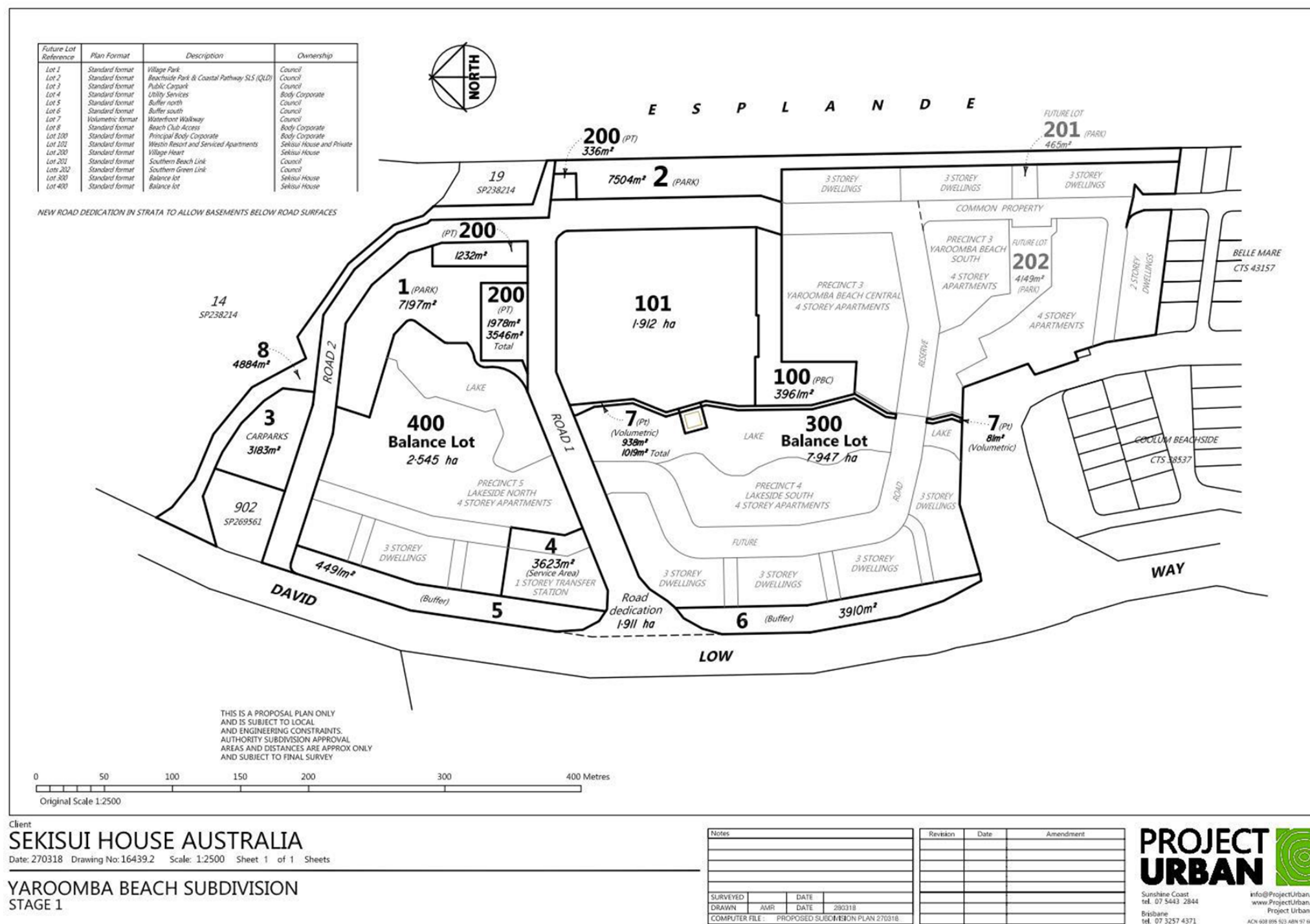
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**Plan 19 – Lifesaving tower plan 6**



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### Plan 20 – Subdivision plan





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## Schedule 3

## Infrastructure Contribution Schedule (ICS)

Column 1 Item	Column 2 Infrastructure Contribution	Column 3 Description of Infrastructure Contribution	Column 4 Timing of provision of Infrastructure Contribution	Column 5 Provider of Infrastructure Contribution	Column 6 Recipient of Infrastructure Contribution
1	Coastal Discovery Centre and Trail				
1.1	Coastal Discovery Centre				
1.1.1	Land Contribution for Coastal Discovery Centre	<p>Provision of a Land Contribution:</p> <p>(a) at no cost to the Council;</p> <p>(b) in fee simple, as a building format lot within the meaning of the <i>Land Title Act 1994</i> (Qld).;</p> <p>(c) for the purpose of the Works Contribution in item 1.1.2;</p> <p>(d) comprising a parcel of land in a location and size necessary to contain the Works Contribution in item 1.1.2; and</p> <p>(e) which will not require any contributions to any Body Corporate or with respect to any common property, and for which maintenance responsibility will apply in accordance with item 1.1.2(e);</p> <p>(f) which is to be provided on terms that allow the Developer to use and manage the Land Contribution for the purpose of a coastal discovery centre which includes arranging for the use or occupation of the Land Contribution:</p> <p>(i) by an appropriate lessee or licensee, under a management agreement, which must be:</p> <p>(A) an entity created pursuant to a joint venture arrangement between a university institution and a community-based Indigenous organisation; and</p> <p>(B) nominated by the Developer within 12 months of the Commencement Date and agreed to in writing by the Council; and</p> <p>(ii) pursuant to a lease over, or a licence to use and occupy, the Works Contribution in item 1.1.2, agreed between the entity and the Council.</p> <p>(g) where, if either the management agreement, lease or licence is not entered into within 12 months of the Commencement Date under paragraph (f), or if any of the management agreement, lease or licence expires, terminates or otherwise ends:</p> <p>(i) the Developer will have no further management rights relating to the building format lot under this document; and</p> <p>(ii) Council will be free to deal with and use the building format lot at its absolute discretion; and</p> <p>(iii) The obligations of the Developer in item 1.1.2 and otherwise in this document will continue to apply, unless agreed in writing by Council.</p>	<p>The Land Contribution must be provided:</p> <p>(a) within 10 Business Days after the date that the Council agrees to a proposed lessee or licensee nominated by the Developer; or</p> <p>(b) as agreed between the parties.</p>	Developer	Council

Corrs Chambers Westgarth

Column 1 Item	Column 2 Infrastructure Contribution	Column 3 Description of Infrastructure Contribution	Column 4 Timing of provision of Infrastructure Contribution	Column 5 Provider of Infrastructure Contribution	Column 6 Recipient of Infrastructure Contribution
1.1.2	Works Contribution for Coastal Discovery Centre	Provision of a Works Contribution: (a) at no cost to the Council; (b) comprising the design and construction of a facility that: (i) functions as an interpretive centre; and (ii) generally provides for the holding of educational material, art and displays, including in relation to beach ecology and Indigenous heritage; and (iii) which is open and accessible to the public; (c) generally in accordance with <b>Plan 7</b> (shaded in red); (d) to a minimum area of 320m <sup>2</sup> ; and (e) to be maintained by the Developer or a Body Corporate, at the Developer's election, for a Maintenance Period of 20 years.	The Works Contribution must be provided: (a) prior to the commencement of a use in Stage 1; or (b) as agreed between the parties.	Developer	Council
<b>1.2</b>	<b>Coastal Discovery Trail</b>				
1.2.1	Works Contribution for Coastal Discovery Trail	Provision of a Works Contribution: (a) at no cost to the Council; (b) comprising the design and construction of a trail that: (i) has the purpose of celebrating and promoting the local area, beach ecology and Indigenous heritage, through promoting education, discovery and creativity; (ii) generally provides for a variety of interactive, static and natural displays or installations consistent with that purpose; (iii) includes public art, to a minimum cost of \$100,000, at regular intervals along its route; (iv) is intended to be used by the public; and (v) is designed and located to be linked to public land; (c) generally in accordance with a development permit for operational works for the Works Contribution; (d) to be maintained by the Developer or a Body Corporate, at the Developer's election.	The Works Contribution must be provided: (a) prior to the commencement of a use in Stage 1; or (b) as agreed between the parties.	Developer	Developer

Corrs Chambers Westgarth

Column 1 Item	Column 2 Infrastructure Contribution	Column 3 Description of Infrastructure Contribution	Column 4 Timing of provision of Infrastructure Contribution	Column 5 Provider of Infrastructure Contribution	Column 6 Recipient of Infrastructure Contribution
2	Civic Park				
2.1.1	Land Contribution for Civic Park and Beachside Park	<p>Provision of a Land Contribution:</p> <p>(a) at no cost to the Council;</p> <p>(b) in fee simple, and not forming part of a CTS;</p> <p>(c) for the purpose of the Works Contribution in item 2.1.2;</p> <p>(d) to a minimum area of:</p> <p>(i) 7,000m<sup>2</sup> for the Civic Park component of the Works Contribution in item 2.1.2; and</p> <p>(ii) 4,600m<sup>2</sup> for the Beachside Park component of the Works Contribution in item 2.1.2 ;</p> <p>(e) generally in the locations:</p> <p>(i) shown as “Park” and “Beachside Park” on <b>Plan 1</b>; and</p> <p>(ii) which are also the locations shown as Lot 1 (Park) and Lot 2 (Park) on <b>Plan 20</b>;</p> <p>(f) which may be provided subject to necessary easements for essential underground services (minor utilities) which do not limit or restrict the use of the land.</p>	<p>The Land Contribution must be provided:</p> <p>(a) prior to the commencement of a use in Stage 1; or</p> <p>(b) as agreed between the parties.</p>	Developer	Council

Corrs Chambers Westgarth

Column 1 Item	Column 2 Infrastructure Contribution	Column 3 Description of Infrastructure Contribution	Column 4 Timing of provision of Infrastructure Contribution	Column 5 Provider of Infrastructure Contribution	Column 6 Recipient of Infrastructure Contribution
2.1.2	Works Contribution for Civic Park and Beachside Park	<p>Provision of a Works Contribution:</p> <ul style="list-style-type: none"> <li>(a) at no cost to the Council;</li> <li>(b) comprising the design and construction of public open space that is intended to: <ul style="list-style-type: none"> <li>(i) be for the primary purposes of public use and enjoyment;</li> <li>(ii) be suitable for activation by artistic and cultural events; and</li> <li>(iii) form a key link in the Works Contribution in item 1.2.1;</li> <li>(iv) include two components, one functioning as a "Civic Park" and the other functioning as a "Beachside Park";</li> </ul> </li> <li>(c) on the Land Contribution in item 2.1.1; and</li> <li>(d) that includes landscaping and embellishments: <ul style="list-style-type: none"> <li>(i) generally as shown on <b>Plans 2 to 4</b>;</li> <li>(ii) generally in accordance with: <ul style="list-style-type: none"> <li>(A) <b>Plans 2 to 4</b>; and</li> <li>(B) a development permit for operational works (landscaping);</li> </ul> </li> <li>(iii) including the following: <ul style="list-style-type: none"> <li>(A) play equipment (civic park only);</li> <li>(B) footpaths;</li> <li>(C) pedestrian and cyclist facilities (civic park only);</li> <li>(D) shelters (civic park only);</li> <li>(E) lighting;</li> <li>(F) seating and furniture;</li> <li>(G) planting of shade trees;</li> <li>(H) revegetation;</li> <li>(I) signage and public information facilities;</li> <li>(J) undergrounding of electrical infrastructure;</li> <li>(K) connection to and service by the Development's vacuum waste collection system (with collection points located within or adjacent to the remainder of the relevant Land Contribution); and</li> <li>(L) locations suitable for market stalls, art and cultural events, and performances (civic park only); and</li> </ul> </li> </ul> </li> <li>(e) to be maintained by the Developer or a Body Corporate, at the Developer's election.</li> </ul>	<p>The Works Contribution must be provided:</p> <ul style="list-style-type: none"> <li>(a) prior to the commencement of a use in Stage 1; or</li> <li>(b) as agreed between the parties.</li> </ul>	Developer	Council

Corrs Chambers Westgarth

Column 1 Item	Column 2 Infrastructure Contribution	Column 3 Description of Infrastructure Contribution	Column 4 Timing of provision of Infrastructure Contribution	Column 5 Provider of Infrastructure Contribution	Column 6 Recipient of Infrastructure Contribution
3	Public amenities				
3.1.1	Works Contribution for public amenities	Provision of a Works Contribution: <ul style="list-style-type: none"> <li>(a) at no cost to the Council;</li> <li>(b) comprising the design and construction of the following public amenities:               <ul style="list-style-type: none"> <li>(i) public toilets;</li> <li>(ii) end-of-trip facilities; and</li> <li>(iii) beach showers;</li> </ul> </li> <li>(c) generally in accordance with <b>Plans 9 and 10</b>;</li> <li>(d) located generally throughout the Development, in locations reasonably determined by the Developer to be appropriate (with the consent of the Council) having regard to the desirability of the following:               <ul style="list-style-type: none"> <li>(i) these Works Contributions being located on ground level, or with basement car parking, in a manner that adjoins, or is easily accessible by the public at any time from, the street; and</li> <li>(ii) integration with existing or proposed pedestrian areas external to the Land;</li> <li>(iii) the components of which are to be:</li> <li>(iv) open to, and easily accessible by, the public, during opening hours, to be stipulated by Council from time to time;</li> <li>(v) signposted, lit and ventilated; and</li> <li>(vi) furnished and landscaped; and</li> </ul> </li> <li>(e) connected and serviced by to the Development's vacuum waste collection system;</li> <li>(f) to be maintained by the Developer or a Body Corporate, at the Developer's election.</li> </ul>	The Works Contribution must be provided: <ul style="list-style-type: none"> <li>(a) prior to the commencement of a use in Stage 1; or</li> <li>(b) as agreed between the parties.</li> </ul>	Developer	Council / Developer (depending on locations)

Corrs Chambers Westgarth

Column 1 Item	Column 2 Infrastructure Contribution	Column 3 Description of Infrastructure Contribution	Column 4 Timing of provision of Infrastructure Contribution	Column 5 Provider of Infrastructure Contribution	Column 6 Recipient of Infrastructure Contribution
<b>4</b>	<b>Public access</b>				
<b>4.1</b>	<b>Pedestrian and cycle access</b>				
4.1.1	Land Contribution for pedestrian and cycle access	Provision of a Land Contribution: (a) at no cost to the Council; (b) in fee simple, and not forming part of a CTS; (c) for the purpose of the Works Contribution in item 4.1.2; (d) to a minimum area of 1,019m <sup>2</sup> ; (e) located generally to the east of the lake labelled "LAKE" on <b>Plan 1</b> , along the alignment shown as "Public Pathway" on <b>Plan 1</b> ; and (f) which may be provided subject to necessary easements for essential underground services (minor utilities) which do not limit or restrict the use of the land.	The Land Contribution must be provided: (c) at the same time as the Works Contribution in item 4.1.2; or (d) as agreed between the parties.	Developer	Council
4.1.2	Works Contribution for pedestrian and cycle access	Provision of a Works Contribution: (a) at no cost to the Council; (b) comprising the design and construction of a 3 metre wide, continuous concrete pedestrian and cycle access; (c) generally in accordance with a development permit for operational works (civil works and landscaping); (d) on the Land Contribution in item 4.1.1; and (e) to be maintained by the Developer or a Body Corporate, at the Developer's election.	The Works Contribution must be provided: (a) prior to the commencement of a use in Stage 1; or (b) as agreed between the parties.	Developer	Council
<b>4.2</b>	<b>Coastal pathway</b>				
4.2.1	Land Contribution for coastal pathway	Provision of a Land Contribution: (a) at no cost to the Council; (b) in fee simple, or as dedicated reserve; (c) for the purpose of the Works Contribution in item 4.2.2; (d) to a minimum area of 2,900m <sup>2</sup> ; (e) in multiple parts, each corresponding to a Phase of the Works Contribution in item 4.2.2; (f) located generally along the alignment shown as "Coastal Public Pathway" on <b>Plan 1</b> , and if required by Council extending to Belle Maree Avenue; and (g) which may be provided subject to necessary easements for essential underground services (minor utilities) which do not limit or restrict the use of the land.	The Land Contribution must be provided: (a) prior to the commencement of a use in Stage 1; or (b) as agreed between the parties.	Developer	Council



Corrs Chambers Westgarth

Column 1 Item	Column 2 Infrastructure Contribution	Column 3 Description of Infrastructure Contribution	Column 4 Timing of provision of Infrastructure Contribution	Column 5 Provider of Infrastructure Contribution	Column 6 Recipient of Infrastructure Contribution
4.2.2	Works Contribution for coastal pathway	Provision of a Works Contribution: (a) at no cost to the Council; (b) comprising the design and construction of a 3 metre wide, continuous concrete coastal pathway; (c) generally in accordance with: (i) the Council's "Coastal Pathway Linear Open Space Master Plan" (October 2017); and (ii) a development permit for operational works (civil works and landscaping); (d) on the Land Contribution in item 4.2.1; and (e) to be maintained by the Developer or a Body Corporate, at the Developer's election.	The Works Contribution must be provided: (a) prior to the commencement of a use in Stage 1; or (b) as agreed between the parties.		
4.2.3	Financial Contribution for coastal pathway	Provision of a Financial Contribution: (a) at no cost to the Council; (b) for the purpose of funding the construction of a coastal pathway link, to be located from the southern boundary of the Land to the Tanah Street East road reserve, and in accordance with Coastal Pathway Linear Open Space Master Plan (prepared by Council, and dated October 2017); and (c) in an amount of \$1,000,000.	The Financial Contribution must be provided: (a) prior to the commencement of a use in Stage 4; or (b) as agreed between the parties.		
<b>4.3</b>	<b>Motor vehicle access</b>				
4.3.1	Land Contribution for motor vehicle, pedestrian and cycle access road	Provision of a Land Contribution: (a) at no cost to the Council; (b) in fee simple, or as dedicated road; (c) for the purpose of the Works Contribution in item 4.3.2; (d) to a minimum area necessary to accommodate the Works Contribution in item 4.3.2; (e) in multiple parts, each corresponding to a Phase of the Works Contribution in item 4.3.2; (f) located generally along the alignment shown as "Public Dedicated Roads" on <b>Plan 1</b> ; (g) which may be provided subject to necessary easements for access and essential services (eg utilities). Where there is vertical strata lots, the road will be nominated as a volumetric lot or volumetric dedicated road.	The Land Contribution must be provided: (a) for each part, at the same time as the corresponding Phase of the Works Contribution in item 4.3.2; or (b) as agreed between the parties.	Developer	Council

Corrs Chambers Westgarth

Column 1 Item	Column 2 Infrastructure Contribution	Column 3 Description of Infrastructure Contribution	Column 4 Timing of provision of Infrastructure Contribution	Column 5 Provider of Infrastructure Contribution	Column 6 Recipient of Infrastructure Contribution
4.3.2	Works Contribution for motor vehicle, pedestrian and cycle access road	Provision of a Works Contribution: (a) at no cost to the Council; (b) comprising the design and construction of a motor vehicle, pedestrian and cycle access road; (c) generally in accordance with: (i) <b>Plans 11 to 13</b> ; and (ii) a development permit for operational works (civil works); (d) in multiple Phases, comprising one Phase for each Stage that contains part of the Works Contribution; (e) including a driveway connection between the community centre located on Lot 902 on SP269561 and the road shown on <b>Plan 11</b> as "NORTHERN ENTRY ROAD"; (f) on the Land Contribution in item 4.3.1; and (g) to be maintained by the Developer or a Body Corporate, at the Developer's election.	The Works Contribution must be provided in accordance with staging identified in Map 5: (a) for each Phase, prior to the commencement of a use in the corresponding Stage; or (b) as agreed between the parties.	Developer	Council
<b>4.4</b>	<b>Beach access ways</b>				
4.4.1	Works Contribution for beach access ways	Provision of a Works Contribution: (a) at no cost to the Council; (b) comprising the design and construction of two refurbished beach access ways, including a viewing platform with seating area on the beach side of both access way; (c) in accordance with: (i) the requirements of any necessary Approvals for the Works Contribution, which the Council must use all reasonable endeavours to obtain; and (ii) any relevant requirements of the <i>Disability Discrimination Act 1992</i> (Cth); (d) generally in the locations shown as "EXISTING BEACH ACCESS PATH" on <b>Plan 1</b> ; and (e) to be maintained by the Developer or a Body Corporate, at the Developer's election.	The Works Contribution must be provided: (a) subject to the Council having obtained all necessary Approvals for the Works Contribution – prior to the commencement of a use in Stage 1; or (b) otherwise -- as agreed between the parties.	Developer	State/Council
<b>4.5</b>	<b>Linear park</b>				
4.5.1	Land Contribution for Linear Park	Provision of a Land Contribution: (a) at no cost to the Council; (b) in fee simple, and not forming part of a CTS; (c) for the purpose of a linear park; (d) to a minimum area of 4,880m <sup>2</sup> ; (e) generally in the location shown as Lot 8 on <b>Plan 20</b> , and as "Linear Park" on <b>Plan 1</b> ; and (f) which may be provided subject to necessary easements for access and essential services (eg utilities).	The Land Contribution must be provided: (a) prior to the commencement of a use in Stage 1; or (b) as agreed between the parties.	Developer	Council



Corrs Chambers Westgarth

Column 1 Item	Column 2 Infrastructure Contribution	Column 3 Description of Infrastructure Contribution	Column 4 Timing of provision of Infrastructure Contribution	Column 5 Provider of Infrastructure Contribution	Column 6 Recipient of Infrastructure Contribution
<b>5</b>	<b>Surf lifesaving tower and amenities</b>				
5.1.1	Works Contribution for surf lifesaving tower	Provision of a Works Contribution: (a) at no cost to the Council; (b) comprising the design and construction of a surf lifesaving tower; (c) generally in accordance with the <b>Plans 14 to 19</b> ; and (d) located generally near to the eastern end of the northern "EXISTING BEACH ACCESS PATH" shown on <b>Plan 1</b> .	The Works Contribution must be provided: (a) prior to the commencement of a use in Stage 1; or (b) as agreed between the parties.	Developer	SLSQ
5.1.2	Works Contribution for surf lifesaving amenities	Provision of a Works Contribution: (a) at no cost to the Council; (b) comprising the design and construction of; (i) storage facilities for surf lifesaving equipment and supplies; and (ii) a first aid room (adjacent to the storage facilities); (c) generally in accordance with <b>Plan 9</b> ; and (d) generally located at the unlabelled building immediately to the western end of the northern "EXISTING BEACH ACCESS PATH" shown on <b>Plan 1</b> .	The Works Contribution must be provided: (a) prior to the commencement of a use in Stage 1; or (b) as agreed between the parties.	Developer	SLSQ
5.1.3	Financial Contribution for surf lifesaving patrols	Provision of a Financial Contribution: (a) at no cost to the Council; (b) for the purpose of funding surf lifesaving patrols on the beach area adjacent to the east of the Land in accordance with SLSQ standards; and (c) in an amount that is sufficient to adequately fund at least 25 years of patrols; and (d) either as a lump sum, or progressively in instalments, as agreed between the Developer and SLSQ.	The Financial Contribution must be provided: (a) either: (i) progressively in instalments in accordance with an agreement between the Developer and SLSQ; or (ii) if there is no such agreement, prior to the commencement of a use in Stage 1; or (b) as agreed between the parties.	Developer	SLSQ
<b>6</b>	<b>Southern green link</b>				
6.1.1	Land Contribution for southern green link	Provision of a Land Contribution: (a) at no cost to the Council; (b) in fee simple, and not forming part of a CTS; (c) for the purpose of the Works Contribution in item 6.1.2; (d) to a minimum area of 4,500m <sup>2</sup> ; (e) located generally in the area shown as "Southern Green Link" on <b>Plan 1</b> ; and (f) which may be provided subject to necessary easements for access.	The Land Contribution must be provided: (a) prior to the commencement of a use in Stage 3; or (b) as agreed between the parties.	Developer	Council

Corrs Chambers Westgarth

Column 1 Item	Column 2 Infrastructure Contribution	Column 3 Description of Infrastructure Contribution	Column 4 Timing of provision of Infrastructure Contribution	Column 5 Provider of Infrastructure Contribution	Column 6 Recipient of Infrastructure Contribution
6.1.2	Works Contribution for southern green link	Provision of a Works Contribution: (a) at no cost to the Council; (b) comprising the retention and management of existing vegetation; (c) generally in accordance with a development permit for operational works (landscaping – rehabilitation/revegetation works); and (d) on the Land Contribution in item 6.1.1.	The Works Contribution must be provided: (a) prior to the commencement of a use in Stage 3; or (b) as agreed between the parties.	Developer	Council
<b>7</b>	<b>Public car parking</b>				
7.1.1	Land Contribution for public car parking	Provision of a Land Contribution: (a) at no cost to the Council; (b) in fee simple, and not forming part of a CTS; (c) which is to be provided on terms that allow the Council to use and operate the Works Contribution in item 7.1.2 on a publicly accessible basis; .	The Land Contribution must be provided: (a) at the time that the Works Contribution in item 7.1.2 is provided to the Council; or (b) as agreed between the parties.	Developer	Council
7.1.2	Works Contribution for public car parking	Provision of a Works Contribution: (a) at no cost to the Council; (b) comprising the design and construction of a car parking facility which: (i) provides for at least 80 car parking spaces; (ii) is to be accessible to the public at all times; and (iii) must be connected to and serviced by the Development's vacuum waste system; (c) generally in accordance with a development permit for operational works (car parking and landscaping); (d) generally located adjacent to the eastern boundary of Lot 902 on SP269561. <i>(Note: this Works Contribution is in addition to 20 public access bays to be provided near the northern beach access, and 10 public access bays near the southern beach access, for a total of 110.)</i>	The Works Contribution must be provided: (a) prior to the commencement of a use in Stage 1; or (b) as agreed between the parties.	Developer	Council

Corrs Chambers Westgarth

Column 1 Item	Column 2 Infrastructure Contribution	Column 3 Description of Infrastructure Contribution	Column 4 Timing of provision of Infrastructure Contribution	Column 5 Provider of Infrastructure Contribution	Column 6 Recipient of Infrastructure Contribution
<b>8</b>	<b>Road improvements</b>				
8.1.1	Financial Contributions for road improvement	Provision of a Financial Contribution: <ul style="list-style-type: none"> <li>(a) at no cost to the Council;</li> <li>(b) for the purpose of funding road improvements in the locality of the Land; and               <ul style="list-style-type: none"> <li>(i) comprising a Financial Contribution for improvements in the Coolum and Yaroomba area, in an amount of \$1,200,000.</li> </ul> </li> </ul>	The Financial Contribution must be provided: <ul style="list-style-type: none"> <li>(a) in two parts, being:               <ul style="list-style-type: none"> <li>(i) at least \$480,000 provided prior to the commencement of a use in Stage 1;</li> <li>(ii) at least \$240,000 provided prior to the commencement of a use in Stage 3;</li> <li>(iii) at least \$240,000 provided prior to the commencement of a use in Stage 5; and</li> <li>(iv) the remainder provided prior to the commencement of a use in Stage 7; or</li> </ul> </li> <li>(b) as agreed between the parties.</li> </ul>	Developer	Council
<b>9</b>	<b>Mount Coolum toilets / car park upgrade</b>				
9.1.1	Financial Contribution for Mount Coolum toilets / car park upgrade	Provision of a Financial Contribution: <ul style="list-style-type: none"> <li>(a) at no cost to the Council;</li> <li>(b) for the purpose of upgrading the Mount Coolum toilets and car park or other recreational facilities in the Coolum and Yaroomba area;</li> <li>(c) subject to paragraph (d), in an amount comprising :               <ul style="list-style-type: none"> <li>(i) \$500,000; and</li> <li>(ii) any further amount as may be necessary to fund the design, approval and construction of the upgrade; and</li> </ul> </li> <li>(d) (d) amount of which may be reduced pursuant to an agreement between the parties under which the Developer provides works generally as described in paragraph (b), in return for a reduction in the amount of this Financial Contribution.</li> </ul>	The Financial Contribution must be provided: <ul style="list-style-type: none"> <li>(a) prior to the commencement of a use in Stage 1; or</li> <li>(b) as agreed between the parties</li> </ul>	Developer	Council
<b>10</b>	<b>Local Indigenous arts</b>				
10.1.1	Financial Contribution for 10 year sponsorship of a Local Indigenous Arts Programme	Provision of a Financial Contribution: <ul style="list-style-type: none"> <li>(a) at no cost to the Council;</li> <li>(b) for the purpose of funding a local Indigenous arts programme, with the art to be gifted to Council for public display; and</li> <li>(c) in an amount of \$500,000.</li> </ul>	The Financial Contribution must be provided: <ul style="list-style-type: none"> <li>(a) progressively in 10 annual instalments of \$50,000 per year, on each anniversary of the Commencement Date; or</li> <li>(b) as agreed between the parties</li> </ul>	Developer	Council

Corrs Chambers Westgarth

Column 1 Item	Column 2 Infrastructure Contribution	Column 3 Description of Infrastructure Contribution	Column 4 Timing of provision of Infrastructure Contribution	Column 5 Provider of Infrastructure Contribution	Column 6 Recipient of Infrastructure Contribution
<b>11</b>	<b>Maintenance Contributions</b>				
11.1.1	Financial Contribution for maintenance of Works Contributions (Maintenance Contributions)	Provision of a Financial Contribution: (a) at no cost to the Council; (b) for the purpose of funding maintenance, for the period that would otherwise be the Maintenance Period, of any Works Contribution for which the Council gives a Notice under <b>clause 7.2(c)</b> ; (c) in an amount of determined in accordance with clauses 7.2(d) to 7.2(h).	The Financial Contribution must be provided: (c) progressively in instalments, determined in accordance with <b>clauses 7.2(d) to</b> (d) as agreed between the parties	Developer	Council
<b>12</b>	<b>Existing Community Facility on Lot 902 SP269561</b>				
12.1.1	Contribution for upgrade of existing community facility	Provision of a Works Contribution: (a) at no cost to the Council; (b) comprising the upgrade of the community facility on Lot 902 on SP269561 to be: (i) fit for purpose; (ii) compliant with the Building Code of Australia to provide the building to operate and be used for a community facility (Class 9 Building) OR Where the works has been undertaken by Council, provision of a Financial Contribution: (a) at no cost to the Council; (b) to the value of the upgrade works to provide a community facility that is fit for purpose and be compliant with the Building Code of Australia to provide the building to operate and be used for a community facility (Class 9 Building).	The Works Contribution must be provided: (a) prior to 30 November 2018; or (b) as agreed between the parties. OR The Financial Contribution must be provided: (a) prior to the commencement of a use in Stage 1; or (b) as agreed between the parties	Developer	Council



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## Execution

**Executed** as a deed

**Executed by SH Coolum Pty Ltd** )

  
.....  
Company Secretary/Director

**Kohji Fukano**

.....  
Name of Company Secretary/Director  
(print)

  
.....  
Director

**Atsuhide Seguchi**  
.....  
Name of Director (print)

**Executed** for and on behalf of the )  
**Sunshine Coast Regional Council** in )  
the presence of: )

.....  
Authorised officer

.....  
Name of authorised officer (print)

.....  
Witness

.....  
Name of witness (print)