



Redland
SHIRE COUNCIL

3 March, 2008

Redland Shire Council
ABN 86 058 929 428

Cnr Bloomfield & Middle Sts.
Cleveland Qld 4163

PO Box 21,
Cleveland Qld 4163

Telephone (07) 3829 8999
Facsimile (07) 3829 8765

Email: rsc@redland.qld.gov.au
Web: www.redland.qld.gov.au

Your Ref: gcr.075

Our Ref: BTA

File No: **MC008666**

Contact: Land Development

Fox & Bell Pty Ltd
PO Box 649
CLEVELAND QLD 4163

Dear Sir

INFRASTRUCTURE AGREEMENT – REDLANDS BUSINESS PARK

Please find enclosed for your records a copy of the Infrastructure Agreement for the Redlands Business Park executed on behalf of Council.

The additional two copies are being held by Council for our records.

Yours faithfully,

BT Appleton
Manager Development Co-ordination

Encs

The Council
The Applicant

**INTEGRATED
EMPLOYMENT CENTRE
(IEC)**

**INFRASTRUCTURE
AGREEMENT**

678-794 German Church Road, Redland Bay

(MC008666)

Date

Parties

THE REDLAND SHIRE COUNCIL ("**Council**")

And

HG ASSOCIATES PTY LTD & CARNDALE PTY LTD

JOINT VENTURE (German Church Rd Account) ("**Applicant**")

Background

- A. The Applicant lodged the Development Application with the Council
- B. The Development Application was approved by the Council on the Approval Date.
- C. The Development Application requires that the Applicant make contributions towards infrastructure.
- D. The Council and the Applicant have agreed that the Applicant will enter into the Infrastructure Agreement inclusive of Addendums.
- E. The Applicant shall pay financial contributions towards infrastructure in accordance with this agreement.
- F. To the extent that this agreement is inconsistent with the Condition of the Development Approval, this agreement prevails.
- G. The Council has agreed to accept the Contributions from the Applicant in the manner specified in this agreement.

Agreed terms

1 Interpretation

1.1 Name

This agreement may be referred to in accordance with item 2

1.2 Commencement

This agreement commences on the Commencement Date

1.3 Interpretation

(a) In this agreement, unless a contrary intention appears, reference to:





- i. a clause is to a clause in this agreement; and
- ii. the singular includes the plural and vice versa; and
- iii. any gender includes all other genders; and
- iv. a person includes a firm, a corporation, an association and a body, whether incorporated or not, a government or statutory body or authority; and
- v. legislation (including subordinate legislation) includes-
 - (A) statutory instruments made under the legislation; and
 - (B) consolidations, amendments, re-enactments or replacements of the legislation
- vi. writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmission; and
- vii. this or any other agreement includes the agreement as varied or replaced and is not affected by any change to the identity of the parties

(b) The clause headings appearing in this agreement are inserted for convenience of reference and shall not affect the construction of this agreement

(c) If any words are italicised or otherwise printed differently in this agreement, this has been done for convenience only and does not affect the construction of this agreement

(d) Whenever more persons than one constitute a party, all the covenants, conditions, restrictions and provisos on the part of that party or implied in this agreement bind those persons jointly and each of them severally.

(e) This agreement is in all respects to be interpreted in accordance with the state

of Queensland, and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of Courts of that state and any Courts which have jurisdiction to hear appeals from them, and waive any right to object to proceedings being brought in those Courts.

- (f) Nothing contained in this agreement affects, prejudices or derogates from the requirements of any statute or from the rights, powers and authorities of the Council under the provisions of any statute or under any declared policy of the Council.
- (g) An inclusive definition, or an example of a particularisation of a provision, does not limit but may extend that definition or provision
- (h) Where a word or expression is defined, other parts of speech and grammatical forms of that word or expression have a corresponding definition.
- (i) All schedules to this agreement form part of this agreement and a reference to an item or number is a reference to an item in **schedule 1** or **schedule 2**

1.4 Definitions

In this agreement:

Act means the *Integrated Planning Act 1997*.

Additional Contribution means both of the following:

- (a) a Contribution towards water supply network infrastructure calculated pursuant to Schedule 2 of this agreement; and
- (b) a Contribution towards sewerage network infrastructure calculated pursuant to Schedule 2 of this agreement.

Applicant means:

- (a) The person described in Item 4 and its predecessors, successors, transferees and assignees; and
- (b) Each Owner and its predecessors, successors, transferees and assignees

Chief Executive Officer means the Chief Executive Officer of the Council or delegate

Commencement Date means the date when the last party executes this agreement

Condition means the condition of the Development Approval specified in **Item 8**

Contribution means any or all of the Initial Contribution, the Subsequent Contribution and/or the Additional Contributions

Council means the Local Government described in **Item 3**

Development Application means the development application described in **Item 7**

Development Approval means the development approval described in **Item 8**

Development Area means:

- (a) The land specified in **Item 6**; or
- (b) if the Land consists of more than one lot –
 - i. for each lot specified in Item 5 – the area in hectares specified in Item 6; or
 - ii. if a lot in Item 5 is further reconfigured after the Commencement Date (including by way of a reconfiguration to create a community titles scheme), for each lot so created – the area in hectares of that lot

Force Majeure means an event:

- (a) being a decree of the Commonwealth Government or the State Government, an act of God, legislative or regulatory changes, industrial disturbance, act of public enemy, war, international blockade, public riot, lightning, flood, earthquake, fire, storm or other event whether of a kind herein specified or otherwise; and
- (b) which is not within the control of the party claiming Force Majeure; and
- (c) which could not have been prevented by the exercise by that person of a standard of foresight, care and diligence consistent with that of a prudent and competent person under the circumstances.

Infrastructure has the meaning as that given under the Act

Infrastructure Agreement has the meaning as that given under the Act

Initial Contribution means both of the following:

- (a) an Initial Contribution towards water supply network infrastructure calculated pursuant to Schedule 2 of this agreement; and
- (b) an Initial Contribution towards sewerage network infrastructure calculated pursuant to Schedule 2 of this agreement.

Land means the land as described in this Infrastructure Agreement and includes:

- (a) As described in **Item 5**; and
- (b) any interest or estate in, on, over or under the land; and
- (c) the airspace above the surface of the land and any estate or interest in the land; and
- (d) the subsoil of the land and any estate or interest in the subsoil; and
- (e) any part or parts of the land; and

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all
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(f) any estate or interest created in respect of any of the above matters.

Local Government has the meaning given in the *Local Government Act 1993*.

Lot has the meaning given in the Act

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

Owner(s) means the registered owner(s) from time to time of:

- (a) the land; or
- (b) if the Land consists of more than one lot – each lot forming part of the Land.

Sewerage Augmentation Contribution means the rate in dollars pursuant to Planning Policy required to be paid per Equivalent Tenement for development pursuant to this agreement, for:

- (a) the Initial Contribution; and
- (b) the Subsequent Contribution; and
- (c) Additional Contributions.

Subsequent Contribution means both of the following:

- (a) a Contribution towards water supply network infrastructure calculated pursuant to Schedule 2 of this agreement; and
- (b) a Contribution towards sewerage network infrastructure calculated pursuant to Schedule 2 of this agreement.

Water Augmentation Contribution means the rate in dollars pursuant to Planning Policy required to be paid per Equivalent Tenement for development pursuant to this agreement, for:

- (a) the Initial Contribution; and
- (b) the Subsequent Contribution; and
- (c) Additional Contributions.

1.5 Other Expressions

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

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

Handwritten signatures and initials:
A large handwritten signature at the top right.
Below it, the initials "CP" and "CM".
At the bottom right, the initials "P.N.C." are written.

2 Infrastructure Agreement

2.1 Application of the Act

This agreement is intended to constitute an infrastructure agreement under the Act

2.2 Agreement to bind successors in title

It is the intention of the parties that the obligations of the Applicant under this agreement will attach to the Land and be binding on each Owner in accordance with section 5.2.5 (When infrastructure agreements bind successors in title) of the Act

2.3 Applicant to obtain Owner's consent

If the Applicant is not, on the Commencement Date, the registered owner of all lots forming part of the Land, this agreement shall have no force and effect unless and until an Applicant produces written evidence, to the satisfaction of the Chief Executive Officer, that the registered owner of each lot forming part of the Land consents to the development obligations under this agreement being attached to the Land

2.4 Future infrastructure requirements

Nothing in this agreement precludes the Council from imposing future infrastructure requirements on any future development application in respect of the Land

2.5 Infrastructure requirements

The Infrastructure Agreement shall require the Applicant to provide all infrastructure necessary for any and all development over the land.

3 Initial obligations of parties

3.1 The Applicant's initial obligations

The Applicant shall pay to the Council the Initial Contribution prior to the Initial Contribution Date

3.2 The Council's initial obligations

The Council shall:

- (a) Accept payment of the Initial Contribution as provided for in this agreement; and
- (b) Utilize the Initial Contribution in the provision of any network infrastructure, including any additional capacity required in that infrastructure

4 GST

- (a) In this clause:

taxable consideration means any act or thing done pursuant to or in consequence of this agreement which is consideration for a taxable supply by

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the Council

consideration has the meaning given in A New Tax System (*Goods and Services Tax*) Act 1999

GST has the meaning given in A New Tax System (*Goods and Services Tax*) Act 1999

taxable supply has the meaning given in A New Tax System (*Goods and Services Tax*) Act 1999

- (b) Subject to **clause 4(c)** (GST) all consideration to be provided by the Applicant under this agreement is exclusive of GST
- (c) The Applicant shall pay to the Council and the Council can recover from the Applicant in addition to and at the same time as the taxable consideration, such further amount necessary to ensure that the Council retains after payment of the GST an amount equal to the consideration to be provided under any other clause of this agreement.

5 Service

5.1 Service by prepaid post

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

- (a) the address of that party specified in schedule 1; or
- (b) for each Owner – the postal address of the Owner contained in the land record maintained by the Council under the Local Government Act 1993.

5.2 Deemed service

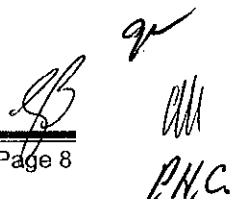
A Notice if sent by prepaid post is deemed to have been made, given or served at the time when in due course of the post it would be delivered at the address to which it is directed whether or not it is actually received.

5.3 Proof of service

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

5.4 Form of Notice

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

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6 Default by applicant

6.1 Rights of the Council on default

In addition to any other rights the Council may have under the Act or any other statute, if the Applicant fails to perform or fulfil its obligations under this agreement, the Council may recover from the Applicant as a liquidated debt the amount of the Contributions not paid by the Applicant.

6.2 Exercise of rights

The Council may exercise its rights under **clause 6.1** (Rights of the Council on default) by recovering any amount from the Applicant

6.3 Application of money

The Council may apply any sum recovered or received by it pursuant to **clause 6.1** (Rights of the Council on default) as far as the sum may extend to or towards all or either of the following:

- (a) reduction or discharge of the Contribution payable by the Applicant under this agreement; and
- (b) reimbursing itself for any loss or damages suffered by it

7 Dispute resolution generally

7.1 Application of clause

This clause shall apply to any dispute between the parties.

7.2 Notification of dispute

Any dispute as to the performance of this agreement or arising out of this agreement that cannot be resolved by agreement between the parties must be clearly identified in a Notice served on one party by the other.

7.3 Discussion of dispute

Within 20 business days of the date the Notice served under **clause 7.2** (Notification of dispute), the parties must meet to discuss the dispute and its possible determination.

7.4 Agreement to mediate

The parties may, within 20 business days of meeting in accordance with **clause 7.3** (Discussion of dispute), agree to refer the dispute to mediation.

7.5 Appointment of mediator

If the parties agree to mediate in accordance with **clause 7.4** (Agreement to mediate), then the parties may:

- (a) appoint a mediator agreed by the parties; or

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- (b) where the parties fail to agree to appoint a mediator within the period referred to in **clause 7.4** (Agreement to mediate), request the President for the time being of the Institute of Engineers, Queensland Division to nominate a mediator which the parties must then appoint;
- (c) to avoid all doubt:
 - i. the mediator may engage such consultants or experts as the Mediator regards as reasonably necessary for the resolution of the issues in dispute between the parties; and
 - ii. the parties shall share equally the costs of any consultants or experts engaged by the mediator

7.6 Costs of mediator

The costs of the mediator appointed under **clause 7.5** (Appointment of mediator) must be borne equally by the parties.

7.7 Unresolved disputes

If any dispute notified under **clause 7.2** (Notification of dispute) remains unresolved, then at any time after the date of the mediation, either party may institute proceedings in the appropriate court for determination of the dispute

7.8 Parties may extend time

The parties may mutually agree in writing to extend any time period specified in this **clause 7** (Dispute resolution generally).

8 Miscellaneous

8.1 Payment of costs of this agreement

The Applicant shall bear the costs, charges and expenses of and incidental to the negotiation, preparation, execution, completed and stamping of this agreement, and any other agreement required under this agreement, including those of Council.

8.2 Time

Time is, in all cases, of the essence.

8.3 Place for payment of monies

All monies payable to a party under this agreement are payable free from all deductions at:

- (a) the address of that party specified in **schedule 1**; or
- (b) for the Applicant – the postal address of the Owner contained in the land record maintained by the Council under the *Local Government Act 1993*.

8.4 Waiver

No waiver by the Council of any breach by the Applicant of any land of the provisions

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of this agreement shall be implied against the Council or be otherwise effective unless it is in writing under the hand of the Chief Executive Officer.

8.5 Laches and delay

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

8.6 Severance

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

8.7 Warranty of authority

Any persons signing this agreement:

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

8.8 Further assistance

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

8.9 Force Majeure

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

8.10 Amendment of agreement

- (a) Despite any provision of this agreement, the parties may at any time agree to vary the terms of this agreement.
- (b) No modification, variation or amendment of this agreement is of any Force or effect unless it is in the form of an amendment agreement and has been signed by the parties.

9 Termination

9.1 Notice of Termination

The Council may, by written Notice to the Applicant under this clause, terminate this agreement at any time.

9.2 Applicant's obligations to subsist

The Applicant's obligations under **clause 3.1** (Applicant's initial obligations), shall subsist notwithstanding the termination of this agreement under **clause 9.1** (Notice of termination).

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Schedule 1

Item 1	Date	
Item 2	Name of Document	Integrated Employment Centre (IEC) Infrastructure Agreement
Item 3	Council	
	Name	REDLAND SHIRE COUNCIL
	Address	Corner of Bloomfield and Middle Streets, Cleveland QLD 4163
Item 4	Applicant	
	Name(s)	Carndale Pty Ltd CAN 090 740 524 & H.G. Associates Pty Ltd ACN 009 860 697
	Address	C/- Kramer Medical Centre, 19 Waterloo Street, Cleveland QLD 4163
Item 5	Land	
	Description	Lot 2 on RP221100 & Lot 24 on RP 203700
	County	Stanley
	Parish	Redland
	Address	678-794 German Church Road, Redland Bay QLD 4165
Item 6	Area	43.6 hectares
Item 7	Development Application	An application for a preliminary approval for a material change of use overriding a Local Planning Instrument
Item 8	Development Approval	MC008666

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Schedule 2

10 NATURE AND PURPOSE OF AGREEMENT

This schedule is an adendum to the **Infrastructure Agreement** pursuant to Part 2, Chapter 5 of the *Integrated Planning Act 1997* (IPA).

The purpose of Schedule 2 is to specify the specific obligations of the OWNERS to do works, operate, manage, maintain and make contributions towards the provision of physical infrastructure, and to enhance the environmental values affected by development of the Integrated Employment Centre (IEC). Infrastructure affected by this agreement includes roadworks, stormwater drainage and water quality, water supply, wastewater, and open space.

This agreement is designed to assist with the development of the IEC lands in an overall and coordinated basis.

With respect to Schedule 2, OWNERS has the same meaning as defined Clause 1.4 of this agreement.

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11 RECITALS

- 11.1 Redland Shire Council has issued a preliminary approval for a material change of use overriding a Local Planning Instrument for land zoned Rural Non Urban and described as Lot 24 on RP.203700 and Lot 2 on RP.221100, situated at 678-794 German Church Road, Redland Bay, to facilitate the establishment of an Integrated Employment Centre (MC008666 dated 13th February 2006).
- 11.2 The OWNERS have applied to Council for approval of a Structure Plan for the development site.
- 11.3 The OWNERS have applied to Council for approval of an infrastructure Agreement for the development.
- 11.4 The Infrastructure Agreement determines the obligations of Redland Shire Council and the OWNERS under the Preliminary Approval and the Structure Plan, to identify the services to be provided by the OWNERS, and to impose requirements for management of the on-going impacts of the development.
- 11.5 The approved Plan of Development (POD) attached to the Preliminary Approval identifies areas of the development site as Integrated Employment Centre 1 (IEC1), Integrated Employment Centre 2 (IEC2) and Integrated Employment Centre 3 (IEC3) as precincts within the development.
- 11.6 Under the approved POD, (IEC3) is for Open Space, stormwater management, vegetation enhancement and buffer purposes.
- 11.7 The precincts IEC1 and IEC2 are to be developed in accordance with the purposes approved in the Preliminary Approval.
- 11.8 Under conditions of the development approval, vehicular access to the subject property is to be physically restricted during the hours of darkness.
- 11.9 Works under the control of the Department of Main Roads associated with the upgrade of the Cleveland-Redland Bay Road and German Church Road intersection do not form part of this agreement.
- 11.10 The site of the proposed Integrated Employment Centre is located outside the Water Augmentation Region and the Redland Sewerage Study area for Victoria Point Wastewater Treatment Plant as defined in the Redlands Planning Scheme.
- 11.11 Reference to the Land in this document means any development which occurs on property described as Lot 24 on RP203700 and Lot 2 on RP221100.

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12 TENURE

- 12.1 Reconfiguration of the Land is to be by Community Title Scheme under the provisions of the *Body Corporate and Community Management Act 1997 (QLD)*; with internal infrastructure including roads, water supply and wastewater systems to become common property.
- 12.2 All infrastructure within the Community Title Scheme, which would normally be public infrastructure is to become common property under the body corporate.
- 12.3 Any community management statements to be lodged with Council for approval must contain this infrastructure agreement.




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13 OPEN SPACE

- 13.1 The extent of IEC3 is generally in accordance with Plan No RBP-FB-001 Version F determined under subsequent approvals for the development.
- 13.2 That part of IEC3 to be dedicated for open space purposes is to be transferred to the State of Queensland with Council as trustee. To remove any doubt the areas transferred to the State will be maintained by Council after the expiry of the standard maintenance period.
- 13.3 The OWNERS are to establish vegetation in IEC3 in accordance with the approved vegetation management plan.
- 13.4 The OWNERS are to establish stormwater quality structures in the Community Title Scheme in accordance with the approved Stormwater Quality Management Plan.
- 13.5 The OWNERS are to establish and maintain stormwater retention basins in the Community Title Scheme in accordance with the approved hydraulic studies.

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14 WATER SUPPLY

- 14.1 Connection to Council's water supply system for the Land is to be made in Giles Road at a location approved by Council.
- 14.2 All works to live public water mains are to be carried out by Redland Shire Council at the developer's expense.
- 14.3 The water supply extension to serve the Land must include:
- a) All water mains in public lands
 - b) Pressure Reducing Valve
 - c) Water Meters
 - d) All incidental valve works
 - e) Reinstatement for all disturbance caused by the works
- 14.4 The OWNERS are to construct the water supply connection to the Land on Lot 67 on RP82443.
- 14.5 The OWNERS are to provide, own and maintain a private water main from the Giles Road frontage of Lot 67 to the Land.
- 14.6 The OWNERS are to provide an easement for water supply purposes in all lots through which the proposed private water main is to pass. The easement is to be in favour of the Community Title Scheme for the development and be registered in the Titles Office prior to the connection of the private water main to Council's water supply.
- 14.7 All water supply systems serving lots within the Community Title Scheme are to become common property and to be constructed in accordance with Redland Shire water supply reticulation standards.
- 14.8 Contributions are to be made to Council for water supply augmentation charges in the following situations:
- A. Initial Contributions are to be made prior to Council being required to approve each plan of survey lodged with Council for the development, and
 - B. Subsequent Contributions are to be made in accordance with approval conditions for each MCU application lodged within the development, and
 - C. Additional Contributions are to be made in accordance with a request from Redland Water & Waste (or relevant water authority) following the assessment of annual water consumption identified by water meter readings.






- 14.9 The OWNERS must pay the Initial Contributions for water supply augmentation to Council, prior to Council being required to approve each plan of survey for the development.
- 14.10 The Initial Contributions payable for this development must comply with the provisions of this agreement and the Redlands Planning Scheme Policy for Contributions and Security Bonding. In this regard the following criteria apply:
- The rate payable per equivalent tenement (ET) for the Land is to be the same as the rate for the Mt Cotton High level Zone.
 - The amount payable must be made at the rate applicable at the time of payment.
 - The current rate per ET for 2007/08 is \$6631.
 - The calculation of the number of ET's must be based on the conversion factor of 0.10 ET's per 100 m2 of floor space for General Industry as per Table 1 of the policy.
 - At the time of the lodgement of the first plan of survey for the development, a deduction from the water supply contributions is to be allowed for each existing allotment at the rate appropriate for a single family dwelling in the Rural Non Urban zone in accordance with the policy.
 - The rate of contribution is reviewed annually on 01 July.
 - One ET equates to a water supply of 930 litres per day.
- 14.11 The calculation of Initial Contributions is to be based on floor space which is to be calculated as 50% of the total area of each and every allotment on the plan of survey lodged for Council approval.
- 14.12 Payments for each stage are to be calculated by multiplying the current rate per ET by the total calculated number of ET's for the stage.
- 14.13 Payment of Initial Contributions is to be made prior to Council being required to approve each plan of survey for the development.
- 14.14 All allotments within the development are to be individually metered for water supply.
- 14.15 An example of calculations for Initial Contributions is as follows:

EXAMPLE

Proposed Use	General Industry (say)
Conversion Factor (Table 1)	0.1 ET per 100 sqm
Total Area of Lots on Plan of Survey	55,000 sqm (say)
50% of Total Lot Area	27,500 sqm
No. of ETs	<u>27,500 x 0.1 per 100 sqm</u>
	27.5 ETs
Current Rate per ET (07/08)	\$6631 / ET

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INITIAL CONTRIBUTION \$6631 X 27.5
\$182,352

AND

TOTAL ANNUAL
ALLOCATION 27.5 x 930 litres/day
25.575 kl per day
9334 kl per annum

AND

INDIVIDUAL ANNUAL
LOT ALLOCATION 1800 sqm (say)
1800 x 0.5 x 0.1 per 100 sqm x 930 litres/day
305.5 kl per annum

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- 14.16 Subsequent Contributions resulting from MCU development applications within the development must be paid by the applicant for the MCU in accordance with conditions of approval but no later than prior to commencement of use of any material change in use.
- 14.17 Where Council approves an MCU for use of an allotment within the development, the assessment of that application must include a review of the annual water demands generated by the proposed use.
- 14.18 Where the annual water demand for any proposed development on allotments within the development (in kl per annum) exceeds the water consumption estimate upon which the Initial Contribution was paid for that allotment, conditions of approval requiring payment of Subsequent Contributions will be included in the decision notice for the MCU.
- 14.19 Subsequent Contributions are to be calculated based on the total annual water demand in kilolitres per annum for the proposed use less any previous water capacity allocation for which contributions have been made to Council.
- 14.20 Subsequent Contributions are to be paid by the applicant for an MCU prior to commencement of the proposed use and at the rate approved by Council at the time of payment.
- 14.21 Additional Contributions are also to become payable where actual total water usage for the development exceeds the total allocation for which contributions have previously been paid for the development.
- 14.22 The total water usage is to be measured at the main water meters connecting the development to the Council's water reticulation system.
- 14.23 Where the total actual water usage exceeds the currently approved allocation of water capacity provided for the IEC (aggregated over a minimum of 4 quarterly meter readings), Council will issue a notice for payment of Additional Contributions. The notice will identify the level of excess water usage, the rate per ET applicable at the time of the notice and the amount of Additional Contributions to be paid. The sum of the 4 meter readings is to be annualised to provide an amount based on a complete calendar year.
- 14.24 Additional Contributions are to be paid by the body corporate.
- 14.25 Council will not give any refund of water supply contributions where a use has been discontinued, water demand has abated or water supply capacity is no longer required.
- 14.26 ~~The applicant must prepare a Water Management Plan for Council approval prior to~~ The applicant must prepare a Water Management Plan for Council approval prior to the commencement of use. The recommendations in the Water Management Plan are to be applied to all allotments within the development. The overall outcome for the Water Management Plan is to minimise demands for potable water. This is to be achieved by using a number of strategies, including but not limited to rainwater harvesting, runoff capture and storage, and reuse of stored water.

15 WASTEWATER

- 15.1 All wastewater systems serving lots within the Community Title Scheme are to become common property and are to be constructed in accordance with Redland Shire sewerage reticulation standards.
- 15.2 All works to live public sewers are to be carried out by Redland Shire Council at the developer's expense.
- 15.3 An Initial Contribution for sewerage augmentation is to be made to the Council by the OWNERS, at the rate applicable at the time of payment, prior to Council being required to approve the first plan of survey for the development.
- 15.4 The OWNERS are to construct an extension to the waste water system to serve the development along an alignment in German Church Road to the east of the site.
- 15.5 Contributions are to be made to Council for waste water augmentation charges in the following situations:
- A. Initial Contributions are to be made prior to Council being required to approve each plan of survey lodged with Council for the development, and
 - B. Subsequent Contributions are to be made in accordance with approval conditions for each MCU application lodged within the development, and
 - C. Additional Contributions are to be made in accordance with a request from Redland Water & Waste (or relevant waste water authority) following the assessment of annual water consumption identified by water meter readings.
- 15.6 The OWNERS must pay the Initial Contributions for waste water augmentation to Council, prior to Council being required to approve each plan of survey for the development.
- 15.7 The amount payable for this development must comply with the provisions of this agreement and the Redlands Planning Scheme Policy for Contributions and Security Bonding. In this regard the following comments are made:
- The rate per equivalent tenement (ET) for the development is to be the same as the rate for the Victoria Point Sewerage Area.
 - The amount payable must be made at the rate applicable at the time of payment.
 - The current rate for 2007/08 per ET is \$6292.
 - The calculation of the number of ET's must be based on the conversion factor of 0.07 ET's per 100 m² of floor space for General Industry as per Table 1 of the policy.
 - At the time of the lodgement of the first plan of survey for the development, a deduction from the waste water contributions is to be allowed for each existing allotment at the rate appropriate for a single family dwelling in accordance with the policy.
 - The rate of contribution is reviewed annually on 01 July.
 - One ET for water supply equates to a water supply of 930 kl per day.

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- 15.8 The calculation of Initial Contributions is to be based on floor space which is to be calculated as being 50% of the total area of each and every allotment on the plan of survey lodged for Council approval.
- 15.9 Payments for each stage are to be calculated by multiplying the current rate per ET by the total calculated number of ET's for the stage.
- 15.10 Payment of Initial Contributions is to be made prior to Council being required to approve each plan of survey for the development.
- 15.11 An example of calculations for Initial Contributions is as follows:

EXAMPLE

Proposed Use	General Industry (say)
Conversion Factor (Table 1)	0.07 ET per 100 sqm
Total Area of Lots on Plan of Survey	55,000 sqm (say)
50% of Total Lot Area	27,500 sqm
No. of ETs	27,500 x 0.07 per 100 sqm
	19.25 ETs
Current Rate per ET (07/08)	\$6292 / ET
INITIAL CONTRIBUTION	\$6292 X 19.25
	\$121,121

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- 15.12 Subsequent Contributions resulting from MCU development applications within the development must be paid by the applicant for MCU in accordance with conditions of approval but no later than prior to commencement of use of any material change in use.
- 15.13 The calculation of Subsequent Contributions for waste water resulting from an MCU application to Council must be based on the same proportional increase as the Subsequent Contributions for water supply determined in accordance with all requirements this agreement for water supply.
- 15.14 The ratio for the calculation of Subsequent Contributions for waste water must be based on the ratio of the conversion factors in Table 1 of the Redlands Planning Scheme for the same use.
- 15.15 The ratio for calculation of the Subsequent Contributions for waste water for a proposed use such as General Industry would equate to 70% (the ratio of conversion factors of 0.1 and 0.07).
- 15.16 Subsequent Contributions are to be paid by the applicant for an MCU prior to commencement of the proposed use and at the rate approved by Council at the time of payment.
- 15.17 Additional Contributions for waste water are also to become payable where actual total water usage by the development exceeds the total allocation for which contributions have previously been paid for the development.
- 15.18 Where actual water usage exceeds the currently approved allocation of water capacity provided for the development, Council will issue a notice for payment of Additional Contributions for waste water. The notice will identify the level of exceedance, the rate per ET applicable at the time of the notice and the amount of Subsequent Contributions to be paid by the body corporate for the IEC.
- 15.19 Council will not give any refund of water supply contributions where a use has been discontinued, water demand has abated or water supply capacity is no longer required.

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16 ROADWORKS

- 16.1 The OWNERS are to obtain a development permit for the design and construction of external roadworks to the German Church Rd frontage of the development. The works are to extend from the Cleveland Redland Bay Road intersection to the western property boundary of the development and be generally in accordance with plan no RBP-CD-ER GC1 Version H.
- 16.2 The external roadworks must include the following:
- a. Cleveland Redland Bay Rd to Days Rd must include a median, two 7.0 metre carriageways, which includes one travel lane and cycle way/breakdown lane each way and gravel shoulders.
 - b. Protected right turn entry and a left turn deceleration lane into the Council's waste transfer station, and be compatible with the design for the Cleveland Redland Bay Rd intersection,
 - c. Days Rd intersection must include a 2 lane roundabout of 18m radius, entry to the development, pavement works to Days Rd to meet safety standards, 2 bus set downs in approved locations
 - d. Drainage works, kerb and channel, pram crossings, line marking, traffic signs, street lighting,
 - e. Designs are to comply with the provisions of the Redlands Planning Scheme, Ausroads standards and Queensland Streets.
- 16.3 All costs for design and construction of external roadworks mentioned above are to be borne by the OWNERS.
- 16.4 The external roadworks in German Church Rd must be constructed prior to the Council being required to approve the first plan of survey for the development.
- 16.5 The Council may at its discretion agree to staged development of parts of the external roadworks subject to the provision of bonding for uncompleted works as defined in the Redlands Planning Scheme.
- 16.6 Council will make a contribution to "lead-up" works on local roads where they are associated with the reconstruction of the Cleveland Redland Bay Rd -- German Church road intersection. The contribution will be \$213,440.60 excl GST.

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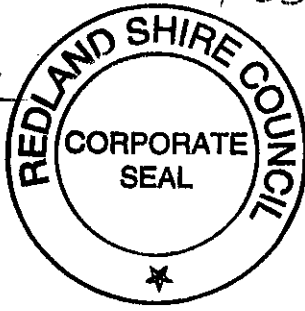
PH.C

EXECUTED AS A DEED

THE COMMON SEAL of REDLAND SHIRE COUNCIL
was hereunto affixed on the 3rd day of
March 2008.

This is pursuant to a resolution of the Council passed
on the 7th day of February ~~2008~~ in the
presence of: 2006 *Y SR any*
Y DS

[Signature]
.....
Mayor



[Signature]
.....
Chief Executive Officer

Executed by
Carndale Pty Ltd

[Signature]
.....
Company Secretary/Director

Gregory James Power
.....
Name of Company Secretary/Director(Print)

[Signature]
.....
Director

Garry Lloyd Mangrume
.....
Name of Director(Print)

Executed by
H.G.Associates Pty Ltd

[Signature]
.....
Company Secretary/Director

ALAN GORDON WILSON
.....
Name of Company Secretary/Director(Print)

Pamela N. Caswell
.....
Director

Pamela H. Caswell
.....
Name of Director(Print)

[Handwritten initials]