

Shoreline Original.



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## Shoreline Development Application Fee Reduction Agreement 2014

**Redland City Council (Council)**

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## Part 1 Preliminary

### 1. INTRODUCTION

#### 1.1 Short title

This document may be referred to by the name stated in **Schedule 1**.

#### 1.2 Deed

This document is a deed which comprises the following:

- (a) **Part 1** which recites the following:
  - (i) the date of the document;
  - (ii) the names of the parties to this document;
  - (iii) the purpose for which the parties have entered into this document;
- (b) **Part 2** which witnesses the terms agreed upon by the parties;
- (c) **Part 3** which provides for the execution of this document by the parties.

#### 1.3 Date

This document is made on the date when the last party executes this document.

#### 1.4 Parties

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

#### 1.5 Recitals

This document has been entered into for the following purposes:

- (a) The Applicant has made the Fee Reduction Application to the Council.
- (b) The Council has given an Approval of the Fee Reduction Application subject to the terms and conditions of this document.

## Part 2 Terms Agreed by the Parties

### 2. INTERPRETATION

#### 2.1 Definitions

In this document, unless the context or subject matter otherwise indicates or requires, a word which is capitalised has the following meaning:

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

**Applicant** means the person described in and having their address at the place described in **Schedule 1** and includes:

- (a) successors and permitted assigns in the case of a corporation, association or other body whether incorporated or not; and

(b) executors, administrators and permitted assigns in the case of a natural person.

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

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

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

**Calendar Day** means the period from one midnight to the following one.

**Claim** means an allegation, debt, cause of action, liability claim, proceeding, suit or demand of any nature at law or otherwise, whether present or future, fixed or unascertained, actual or contingent.

**Chief Executive Officer** means the chief executive officer of the Council and includes the person (if any) acting as the chief executive officer of the Council or its delegate.

**Commencement Date** means the date on which this document commences as stated in clause 1.3.

**Consultant** means a person engaged by the Council to assist the Council in the assessment of the Prescribed Development Application excluding legal consultants.

**Consultant's Costs** means the costs invoiced to the Council by a Consultant from time to time in respect of or associated with the assessment of the Prescribed Development Application.

**Consultant's Material** means all information (including paper, record, document, data or other things of a similar nature) created, produced or received by a Consultant whether orally or in written form or media (including information not reduced to any medium), at any time whether before or after the date of this document, in respect of or associated with the assessment of the Prescribed Development Application.

**Council** means the Local Government described in **Schedule 1** and includes its predecessors, successors, transferees, assigns and delegates.

**Dealing** means to sell, transfer, assign, mortgage, charge, secure, encumber or otherwise deal with matter for which the term is used.

**Fee Reduction Application** means the Application made by the Applicant to the Council requesting a reduction of the development application fee in respect of the Prescribed Development Application as described in **Schedule 1**.

**Financial Obligation** means a financial obligation under this document to be performed by an Applicant.

**Force Majeure** means an event:

- (a) being a decree of the Commonwealth government or the State government, an act of God, industrial disturbance, act of public enemy, war, international blockade, public riot, lightning, flood, earthquake, fire, storm or other event whether of a kind herein specified or otherwise; 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.

**GST** has the meaning in the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Land** means the land described in **Schedule 1** and includes the following:

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

**Local Government** has the meaning given in the *Local Government Act 2009* (Qld).

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

**Overdue Amount** see clause 12.2(a).

**Owner** of the Land means the person for the time being entitled to receive the rent for the Land or would be entitled to receive the rent for it if it were let to a tenant for a rent.

**Prescribed Development Application** means the Application stated in **Schedule 1**.

**Prescribed Development Application Fee** means the fee specified in **Schedule 1** which the Applicant is required to pay to the Council for the making of the Prescribed Development Application.

**Public Office** has the meaning given in the *Local Government Act 2009* (Qld).

**Transferee** means a person to whom the Applicant propose to sell the Land or part of the Land.

## 2.2 Undefined Word

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

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

## 2.3 References

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

- (a) a reference to a document, includes a consolidation, amendment, notation, supplement, replacement or variation of the document;
- (b) a reference to a law or a provision of a law, includes the following:
  - (i) the law and the common law including the principles of equity of the Commonwealth, a State or a Territory;
  - (ii) a statutory instrument made or in effect under the law or the provision;
  - (iii) a consolidation, amendment, extension, re-enactment or replacement of the law or the provision;
- (c) a reference to a word in:
  - (i) the singular includes the plural; and
  - (ii) the plural includes the singular;
- (d) a reference to the word dollar or \$, is a reference to a dollar of Australian currency and an amount payable is payable in Australian dollars;
- (e) a reference to writing, includes a mode of representing or reproducing a word in tangible and permanently visible form and includes a facsimile transmission;
- (f) a reference to the word includes, or to an example or particularisation of a clause, does not limit the meaning of a word to which the clause relates to a matter of a similar kind;
- (g) a reference to a word which is defined in this document, includes another part of speech or grammatical form of the word which is to have a corresponding meaning;
- (h) a reference to a party made up of more than one person, is a reference to all of those persons separately so that:
  - (i) an obligation of a party binds them jointly and each of them individually; and
  - (ii) a right of a party benefits them jointly and each of them individually;
- (i) a reference to a day is a Calendar Day;
- (j) a reference to a date on or by which an act is to be done is to be taken to be the next Business Day if:
  - (i) the date is not a Business Day; or
  - (ii) the act is done after 5.00 pm on the day by which the act is to be done;
- (k) a reference to a period of time which is to be calculated by regard to a day or an event, is to exclude the day or the day of the event;
- (l) a reference to the word land, includes the following:
  - (i) an interest or estate in, on, over or under the land;

- (ii) the airspace above the surface of the land and an estate or interest in the land;
- (iii) the subsoil of the land and an estate or interest in the subsoil;
- (iv) a part or parts of the land;
- (v) an estate or interest created for any of the above matters;
- (m) a reference to the word sell, includes transfer, dispose of and alienate but excludes a mortgage, licence, grant of an easement and a lease other than a lease for a term including an option exceeding 5 years;
- (n) a reference to a successor in title of land, includes the following:
  - (i) a person deriving title to the land through or under the Owner of the land;
  - (ii) a mortgagee which takes possession of the land;
- (o) a reference to the address of a party, is a reference to the physical or postal address of that party in **Schedule 1** or as changed under this document, as indicated by the context or subject matter.

## 2.4 **Construction**

This document is not to be construed as follows:

- (a) to require the Council to give an Approval of a development application;
- (b) to require the Council to do anything which would cause it to be in breach of a law;
- (c) to limit, fetter or prejudice in any way the exercise of a discretion, responsibility, function, power, authority or duty of the Council under a law;
- (d) to be inconsistent with a law which permits the Council to contract out of a provision of a law or exercise a discretion under a law if the Council has in this document contracted out of a provision of the law or exercised a discretion under the law.

## 3. **INFRASTRUCTURE AGREEMENT**

### 3.1 **Infrastructure Agreement under the Act**

This document constitutes an infrastructure agreement under the Act.

### 3.2 **Relationship to an Applicant**

- (a) A Financial Obligation is taken to be given on behalf of the Applicant and the successors of the Applicant.
- (b) A Financial Obligation is and remains personal to the Applicant



#### 4. OPERATION OF THE INFRASTRUCTURE AGREEMENT

##### 4.1 Commencement of the Infrastructure Agreement

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

##### 4.2 Termination of the Infrastructure Agreement

- (a) A party may give to the other party a Notice which states that it proposes to terminate this document if one of the following events has occurred:
- (i) the Prescribed Development Application is not made in accordance with section 261(1) (When application is a properly made application) of the Act by 30 June 2015;
  - (ii) the Prescribed Development Application has lapsed under the Act;
  - (iii) the Prescribed Development Application is withdrawn under section 356 (Withdrawing an application) of the Act;
  - (iv) the parties agree that the Financial Obligation has been performed and fulfilled;
  - (v) the parties agree as follows:
    - (A) that the performance and fulfilment of this document has been frustrated by an event outside of the control of the parties; and
    - (B) to terminate this document.
- (b) A party may at a date, which is 20 Business Days after the giving of the Notice under paragraph (a), give to the other party a Notice which states that this document is terminated.

#### 5. CONSULTANTS

##### 5.1 Engaging a Consultant

The Council may, acting in a reasonable manner, at its sole discretion, engage a Consultant to assist the Council in the assessment of the Prescribed Development Application.

##### 5.2 Application of clause

Clauses 5.3 and 5.4 apply where the Council has engaged a Consultant.

##### 5.3 Notice of the Consultant's Costs

The Council;

- (i) must notify the applicant of the estimated consultant costs prior to engagement of the consultant; and
- (ii) may recover the Consultant's Costs from the Applicant by giving a Notice to the Applicant requiring payment of the amount of the Consultant's Costs.

#### 5.4 **Consultant's work**

An Applicant acknowledges and agrees that:

- (a) the Council is not obliged to pay the Consultant's Costs to the relevant Consultants until the Council receives the Applicant's payment under clause 5.3;
- (b) except where otherwise required by law, the Council has no obligation to:
  - (i) disclose to the Applicant any information with respect to the Consultant or the Consultant's Material;
  - (ii) provide the Consultant's Material to the Applicant;
- (c) by entering into this document, the Council does not waive any privilege in respect of the Consultant's Material;
- (d) unless authorised by the Council in writing, the Applicant is not to communicate with a Consultant in respect of the Prescribed Development Application.

### 6. **FINANCIAL OBLIGATIONS**

#### 6.1 **Prescribed Development Application Fee**

An Applicant is to pay the Council the Prescribed Development Application Fee in accordance with **Schedule 1**.

#### 6.2 **Consultant's Costs**

- (a) Where the Council gives a Notice to the Applicant under clause 5.3, the Applicant is to pay the Council the amount of the Consultant's Costs within 20 Business Days after the Council gives the Notice to the Applicant.
- (b) For the avoidance of doubt, the Applicant's payment under clause 5.3 does not create or cannot be inferred in any way to create an agency relationship between the Council and the Applicant.

#### 6.3 **Indemnity**

An Applicant is to indemnify the Council against a Claim or the costs arising directly or indirectly from the Applicant's failure to perform or fulfil a Financial Obligation.

#### 6.4 **No Merger on Termination**

Clause 6 does not merge on the termination of this document and continues to have effect until each party gives the other party a Notice waiving the benefit of this clause.

### 7. **DEALING IN RESPECT OF THIS DOCUMENT**

#### 7.1 **Dealing by the Applicant**

- (a) An Applicant is not to other than in accordance with the consent of the Council:
  - (i) vary an interest, right or obligation under this document; or
  - (ii) sell, transfer or assign an interest or obligation under this document.

- (b) If the Applicant does not comply with paragraph (a), the Applicant is to fulfil a Financial Obligation which has not been fulfilled immediately or at such time which is stated in a Notice given by the Council to the Applicant, if the time otherwise appointed for the fulfilment of the Financial Obligation has not arrived.

## 8. **DEFAULT OF A FINANCIAL OBLIGATION**

### 8.1 **Application of clause**

This clause applies if an Applicant fails to perform and fulfil a Financial Obligation (**Outstanding Financial Obligation**).

### 8.2 **Notice of default**

The Council is to give to an Applicant a Notice which states the following:

- (a) the details of the Outstanding Financial Obligation;
- (b) the action which the Applicant is required to take to perform and fulfil the Outstanding Financial Obligation;
- (c) that the Applicant has 10 Business Days to comply with the Notice.

### 8.3 **Recovery of an amount as a liquidated debt**

The Council may recover from the Applicant, as a liquidated debt, the following amounts:

- (a) the amount of an Overdue Amount and interest on the Overdue Amount;
- (b) the amount stated in a Notice given by the Council to the Applicant under clause 8.2.

### 8.4 **Application of an Amount Received by the Council**

The Council may apply an amount received under clause 8.3 for the following:

- (a) the payment of an Overdue Amount and interest on the Overdue Amount;
- (b) reimbursing the Council for a Claim, cost or damage suffered by the Council as a result of the Applicant's failure to perform and fulfil a Financial Obligation;
- (c) a cost incurred by the Council in exercising a right for the Applicant's failure to perform and fulfil a Financial Obligation.

### 8.5 **Council is Relieved of its Obligations for the Period of the Applicant's Default**

The Council is, for the period the Applicant has failed to perform and fulfil a Financial Obligation, under no obligation to perform or fulfil the following as it relates to the Applicant who are in default:

- (a) an obligation of the Council;
- (b) an action or decision for an Application or take an action for a matter requiring an Approval;
- (c) give a consent or express the Council's satisfaction for a matter or take an action for a matter requiring the Council's consent or the expression of the Council's satisfaction.

## 8.6 No Merger on Termination

Clause 8 does not merge on the termination of this document and continues in effect until each party gives the other party a Notice waiving the benefit of this clause.

## 9. WITHDRAWAL OF PRESCRIBED DEVELOPMENT APPLICATION

### 9.1 Application of clause

This clause applies if the Applicant fails to comply with a Notice given by the Council to the Applicant under clause 8.2.

### 9.2 Deemed withdrawal of Prescribed Development Application

(a) The Applicant agrees that:

- (i) this document constitutes a notice given under section 356 (Withdrawing an application) under the Act to the assessment manager and any referral agency for the Prescribed Development Application;
- (ii) the Prescribed Development Application is deemed to have been withdrawn in accordance with the Act.

(b) The Applicant is to take all actions and sign all documents reasonably necessary to give effect to this clause.

### 9.3 No Merger on Termination

Clause 9 does not merge on the termination of this document and continues in effect until each party gives the other party a Notice waiving the benefit of this clause.

## 10. REFUND OF PRESCRIBED DEVELOPMENT APPLICATION FEE

### 10.1 Refund of Prescribed Development Application Fee

If the Prescribed Development Application is withdrawn in accordance with section 356 (Withdrawing an application) of the Act, the Council is to, within 30 Business Days after the withdrawal of the Prescribed Development Application, refund the Prescribed Development Application Fee which has been paid, in accordance with **Schedule 2**.

### 10.2 No Merger on Termination

Clause 10 does not merge on the termination of this document and continues in effect until each party gives the other party a Notice waiving the benefit of this clause.

## 11. SERVICE

### 11.1 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 comprising the other party) at the address of that party specified in **Schedule 1**.

## 11.2 Deemed service

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

## 11.3 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.

## 11.4 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 of that party.
- (c) A party receiving a Notice is not obliged to enquire as to the authority of the person signing the Notice.

## 12. Payment

### 12.1 Payment requirements

- (a) An amount payable to a party is to be paid free from a deduction.
- (b) An amount payable to a party is to be paid in the following ways:
  - (i) in cash;
  - (ii) by an unendorsed bank cheque;
  - (iii) by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the party.
- (c) A party making a payment is to give to the party receiving the payment a Notice which states the party's intention to make the payment at least 2 Business Days from the date that the Notice is given.

### 12.2 Overdue Payment

- (a) This clause applies if a party (**Payer**) has not paid to the other party (**Payee**) an amount payable by the Payer when it becomes due for payment (**Overdue Amount**).
- (b) The Payer is to pay to the Payee interest on the Overdue Amount during the period the Overdue Amount remains unpaid.
- (c) The interest is to be paid on the following date:
  - (i) a date stated in a notice given by the Payee to the Payer;
  - (ii) the first day of each month if no date is fixed by the Payee.
- (d) The interest is to be calculated on the basis of the following:
  - (i) a daily balance;

- (ii) the days which have elapsed from the date it becomes due for payment to the date it is paid;
  - (iii) a rate which is the total of 4% per annum and the cash rate specified by the Reserve Bank of Australia.
- (e) The Payee may capitalise the interest which is not paid when due for payment at the following intervals:
- (i) the interval fixed in a Notice given by the Payee to the Payer;
  - (ii) on the first day of each month if no interval is fixed by the Payee.
- (f) The Payer is to pay interest on the capitalised interest under paragraph (d).
- (g) The Payer's obligation to pay the Overdue Amount and interest on the date it becomes due for payment is not affected by another clause.
- (h) If a Claim under this document becomes merged in a judgment or an order of court, then the Payer is to pay interest to the Payee on the amount of that Claim as an independent obligation.
- (i) The interest accrues from the date the Claim becomes due for payment both before and after the judgment or an order of the court until it is paid, at a rate which is the higher of the rate payable under the judgment or an order and the rate stated in paragraph (d).

### 12.3 **No Merger on Termination**

Clause 12 does not merge on the termination of this document and continues to have effect until each party gives to each other party a Notice waiving the benefit of the clause.

## 13. **GST**

### 13.1 **Construction of this clause**

In this clause 13:

- (a) a word has the meaning in the GST Act; and
- (b) a reference to GST payable and an input tax credit entitlement include the GST payable by, and the input tax credit entitlement of, the representative member for a GST group of which the entity is a member.

### 13.2 **Payment of GST**

- (a) If a party or an entity through which that party acts (**Supplier**) is liable to pay GST on a supply made under or in connection with this document, the recipient is to pay to the Supplier an amount equal to the GST payable by the Supplier.
- (b) The recipient is to pay the amount stated in paragraph (a) in addition to and at the same time that the consideration for the supply is to be provided under this document.
- (c) The Supplier is to deliver a tax invoice or an adjustment note to the recipient before the Supplier is entitled to the payment of the amount stated in paragraph (a).

- (d) The recipient may withhold the payment of the amount stated in paragraph (a) until the Supplier provides a tax invoice or an adjustment note, as appropriate.
- (e) If an adjustment event arises in respect of a taxable supply made by a Supplier under this document, the amount payable by the recipient is to be recalculated to reflect the adjustment event and a payment is to be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.
- (f) The parties are to do all things including producing a tax invoice and other documents which may be necessary or desirable to enable or help the other party to claim an input tax credit, set-off, rebate or refund for an amount of GST for a supply under this document.

### 13.3 Reimbursable cost

If a party is required to pay for a cost of another party (**Reimbursable Cost**), the amount to be paid is the amount of the Reimbursable Cost net of an input tax credit or reduced input tax credit to which the other party is entitled for the Reimbursable Cost.

### 13.4 Indemnified cost

If a party has the benefit of an indemnity for a cost (**Indemnified Cost**), the indemnity is for the Indemnified Cost net of an input tax credit or reduced input tax credit to which that party is entitled for the Indemnified Cost.

### 13.5 Stated amount

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

### 13.6 No Merger on Termination

Clause 13 does not merge on the termination of this document and continues to have effect until each party gives to the other party a Notice waiving the benefit of the clause.

## 14. MISCELLANEOUS

### 14.1 Time

Time is, in all cases, of the essence.

### 14.2 Waiver

- (a) A waiver by a party is only effective against:
  - (i) the Council, if it is in a Notice under the hand of the Chief Executive Officer; or
  - (ii) the Applicant, if it is in a Notice under the hand of the Applicant or of a director or secretary of the Applicant.
- (b) A written waiver by a party is:
  - (i) only effective for the obligation or breach of an obligation for which it is given;
  - (ii) not to be taken as an implied waiver of another obligation or breach of an obligation; and

- (iii) not to be taken as an implied waiver of another obligation or breach of an obligation for any other occasion.

**14.3 Laches and delay**

No laches or delay by either of the parties at any time in enforcing any of their rights, powers and the like under this document prejudice or affect those rights or powers.

**14.4 Severance**

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

**14.5 Warrant of authority**

Any person signing this document:

- (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 the date of execution that person has full authority to execute this document in that capacity.

**14.6 Further assurances**

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

**14.7 Force Majeure**

- (a) Clause 14.7 of this document does not apply to a Financial Obligation.
- (b) If a party is unable by reason of an event of Force Majeure to carry out its obligations under this document, that party must give a Notice to the other party advising of the event of the Force Majeure as soon as it is reasonably practicable after the event of a Force Majeure.
- (c) If a party gives a Notice advising of an event of Force Majeure, that party's obligations will be suspended during the period for which the event of Force Majeure or its effect extends.
- (d) The party giving a Notice of Force Majeure is to, as soon as is reasonably practicable, use its best endeavours to remove the Force Majeure or ameliorate its effect.
- (e) Where the obligations of the Council under this document 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.

**14.8 Amendment of document**

- (a) Despite any clause of this document, the Council and the Applicant may at any time agree to vary the terms of this document.



- (b) No modification, variation or amendment of this document is of any force or effect unless:
  - (i) it is in the form of an amendment document and has been signed by the parties; and
  - (ii) where relevant the amendment document complies with the requirements of the Act.

14.9 **Governing Law and Jurisdiction**

- (a) This document is governed by the laws which apply in the State of Queensland.
- (b) The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of Queensland and a court which has jurisdiction to hear an appeal from those courts.

**SCHEDULE 1**  
**REFERENCE SCHEDULE**

<b>Items in the schedule</b>	<b>Description of the items in the schedule</b>
1	Short title
2	Parties
3	Land
4	Owner of the Land
5	Prescribed Development Application
6	Fee Reduction Application
7	Prescribed Development Application Fee

1. **Short Title**

Shoreline Development Application Fee Reduction Agreement 2014

2. **Parties**

<b>Column 1 Name</b>	<b>Column 2 Address</b>	<b>Column 3 Facsimile Number</b>	<b>Column 4 Person to whose attention a Notice is to be brought</b>
<b>Council</b>			
Redland City Council	Corner of Bloomfield and Middle Streets, Cleveland 4163 Queensland	07 3829 8765	Chief Executive Officer
<b>Applicants</b>			
Shoreline Redlands Pty Ltd ABN 92 163 078 715	PO Box 649 Cleveland Q4163	07 3821 2804	Garry Hargrave

3. **Land**

<b>Column 1 Owner</b>	<b>Column 2 Real Property Description</b>	<b>Column 3 Area HA</b>	<b>Column 4 Address</b>
Peter, Lucy and Benjamin Robb	Lot 2 on RP149309	1.51	140 Serpentine Creek Road
Under nomination E95643 HG Associates Pty Ltd Trustee	Lot 8 on R1291	3.237	156 Serpentine Creek Road
Under nomination E95643 HG Associates Pty Ltd Trustee	Lot 69 on S31102	10.092	170 Serpentine Creek Road
Under nomination E95643 HG Associates Pty Ltd Trustee	Lot 70 on S31102	9.105	194 Serpentine Creek Road
Under nomination E880975 HG Associates Pty Ltd Trustee	Lot 71 on S31102	7.993	218 Serpentine Creek Road
Redland Bay South Park Corporation Pty Ltd A.C.N.099 921 070	Lot 72 on S31102	8.498	238 Serpentine Creek Road

Wilcarn Pty Ltd A.C.N. 101 566 385 Trustee	Lot 73 on S31102	9.712	260 Serpentine Creek Road
Dorothy Joyce Wegner	Lot 74 on S31102	10.927	282 Serpentine Creek Road
Rhonda Lenore and Phillip John Devin	Lot 1 on RP133830	8.134	304 Serpentine Creek Road
South Developments Pty Ltd	Lot 4 on RP105915	4.047	326 Serpentine Creek Road
Southern View Investments Pty Ltd A.C.N.125 770 229	Lot 3 on RP105915	4.165	338 Serpentine Creek Road
Italia Cicelia Spensieri	Lot 1 on RP105915	4.046	Cnr Scenic Road and Serpentine Creek Road
Keith James Taylor and William John Taylor	Lot 1 on RP103265	1.170	74A Scenic Road
Keith James Taylor and William John Taylor	Lot 2 on RP140163	12.580	76 Scenic Road
Joseph Spagnolo	Lot 1 on RP212251	2.286	Scenic Road
Leigh Annette Taylor and William John Taylor	Lot 1 on RP140163	0.202	94 Scenic Road
Raymon John Taylor and William John Taylor	Lot 1 on RP71630	0.264	90 Scenic Road
HG Associates Pty Ltd A.C.N. 009 806 697	Lot 84 on S312432	8.223	422 Serpentine Creek Road
HG Associates Pty Ltd A.C.N. 009 806 697	Lot 259 on S312432	8.223	444 Serpentine Creek Road
Alan Gordon Wilson	Lot 255 on S312432	8.094	27 Orchard Road
Alan Gordon Wilson	Lot 256 on S312432	8.094	49 Orchard Road
Alan Gordon Wilson	Lot 86 on S312432	8.094	69 Orchard Road
Alan Gordon Wilson	Lot 83 on S312432	8.579	91 Scenic Road
Alan Gordon Wilson	Lot 257 on S312432	6.199	410 Serpentine Creek Road
Alan Gordon Wilson	Lot 2 on SP226358	8.314	47-91 Scenic Road
James White	Lot 247 on SP312432	8.094	Orchard Road
Gary Richard Spink, Jeannette Alma Maud Spink, Mary-Ann Spink, Richard Edmund Massey Spink, Joyce Evelyn Spink	Lot 252 on S312432	8.223	466 Serpentine Creek Road

Edgarange Pty Ltd A.C.N. 010 272 849	Lot 11 on RP903116	20.23	275 Serpentine Creek Road
Edgarange Pty Ltd A.C.N. 010 272 849	Lot 12 on RP903116	81.17	325 Serpentine Creek Road

*Note: see clause 2.1, definition of Land*

**4. Owner of the Land**

<b>Owner's consent under the Act</b>
The Applicant warrants that the Owner of the Land:
(a) has consented to the Application being made over the Land under the Act; and
(b) has given a copy of the document evidencing the Owner's consent to the Council.

*Note: see Section 663 (When infrastructure agreement binds successors in title) of the Act.*

**5. Prescribed Development Application**

<b>Name</b>
<b>Application for Preliminary Approval under Section 242 of the Sustainable Planning Act 2009 for Material Change of Use – Proposed Master Planned Residential Community (including Low and Medium Density Residential Uses, Associated Commercial and Retail Uses, Associated Community Service Uses and Associated Environment Protection, Open Space and Recreational Uses) and to Vary the Effect of a Local Planning Instrument to enable Subsequent Development Applications to be assessed in accordance with a Plan of Development.</b>

The Application for the development of the Land which is the subject of the Fee Reduction Application.

*Note: see clause 2.1*

**6. Fee Reduction Application**

The Application made to the Council on behalf of the Applicant contained in **Schedule 3**.

*Note: see clause 2.1*

**7. Prescribed Development Application Fee**

<b>Column 1 Prescribed Development Application Fee Amount (\$)</b>	<b>Column 2 Timing of the payment of the Prescribed Development Application Fee</b>	<b>Column 3 Party receiving the Prescribed Development Application Fee</b>
175,520.00	At the time of making the Prescribed Development Application with the Council	Council

The amount of the Prescribed Development Application Fee specified in Column 1 of the table above is to be indexed annually from 1 July 2014 by an amount which is the higher of the Consumer Price Index: All groups, Brisbane or 3%.



## SCHEDULE 2

## REFUND OF PRESCRIBED DEVELOPMENT APPLICATION FEE

<b>Column 1</b>	<b>Column 2</b>
<b>Stage of the assessment of the Prescribed Development Application</b>	<b>Percentage of the Prescribed Development Application Fee to be refunded</b>
Application Stage	80%
Information and Referral Stage	50%
Notification Stage	20%
Decision Stage	Nil



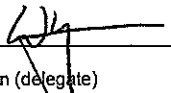
**SCHEDULE 3**  
**FEE REDUCTION APPLICATION**

# Signing Page

Signed sealed and delivered by each party as a deed

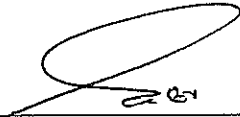
## Council

Signed on behalf of  
**Redland City Council**  
by its duly appointed  
delegate under the  
resolution of the Local  
Government

 27/6/14  
\_\_\_\_\_  
sign (delegate)

William Harold LYON

name of delegate (print)  
**William Harold Lyon**  
Chief Executive Officer  
Redland City Council

  
\_\_\_\_\_  
sign (witness)

Andrew James Ross

full name of witness (print)

## Applicants

Signed by **Shoreline  
Redlands Pty Ltd**  
**ABN 92 163 078 715**  
under s.127(1) of the  
*Corporations Act 2001*


  
\_\_\_\_\_  
sign

DIRECTOR.

office (director)

ADAM PAUL SOUTER

full name

  
\_\_\_\_\_  
sign

Director

office (director or secretary)

Garry Lloyd Hargrave

full name