

DO 4707863

THIS DEED is made the twenty-fifth day of October 1979

BETWEEN CIVIC PROJECTS PTY. LTD, a company duly incorporated according to law having its registered office

26 Spinkbrae Street, Fig Tree Pocket, Brisbane in the

State of Queensland (hereinafter with its successors and

permitted assigns called "the Applicant") of the one part

AND COUNCIL OF THE SHIRE OF REDLAND a body corporate by and

under the Local Government Act 1936-1979 of Cleveland in

the said State (hereinafter with its successors called

"the Council") of the other part.

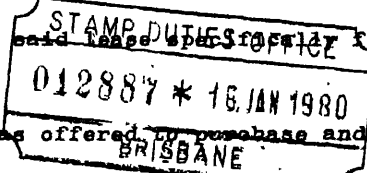
WHEREAS:

(a) The Applicant has applied to the Hon. the Minister for Lands Forestry and Water Resources for a special development lease of the lands delineated and edged in red in the layout plan numbered C/63A.1/1 comprising the first schedule hereto for the purpose of reclaiming from the sea that part of the subject land adjoining the foreshore of Baby Bay within the Shire of Redland and the development of such land in conjunction with certain other lands herein mentioned as a canal estate pursuant to the provisions of the Land Act 1962-1978 the Canals Act 1958-1979 and the Local Government Act 1936-1979;

(b) It has been agreed by and between the Applicant and the said Minister and the Council that it shall be a condition of any such lease that the Applicant shall develop the leased land in accordance with the terms of an agreement between the Applicant and the Council which condition it is agreed and declared is to be included in the said lease for the benefit of the Council.

(c) The Applicant has offered to purchase and the Council has agreed to sell to the Applicant certain freehold lands upon the terms herein set forth for the purpose of incorporating the same into the development proposed by the Applicant;

(d) This deed is intended to record the terms of the



agreement referred to in recital (b);

NOW THIS DEED WITNESSETH:-

1. In consideration of and on the faith of the covenants and agreements herein contained and on the part of the Applicant to be observed and performed SUBJECT to the due observance and performance thereof AND PROVIDED that the security referred to in clause 4 hereof shall have been delivered to the Council, the Council shall authenticate and issue to the Applicant all such certificates of approval as shall be necessary or appropriate on the Council's part to enable the Applicant to proceed with and complete the development of the subject lands as a canal estate for residential and recreational purposes at the respective times and in the manner contemplated and intended according to the tenor of this deed.
2. (a) The Applicant shall develop the subject lands for the purposes hereinbefore recited in accordance with the plan for overall development mentioned in recital (a) as amended pursuant to an agreement in writing by the Council and the Applicant or otherwise as required or permitted by the Council and subject to such conditions as may be imposed by the Council from time to time in accordance with the Council's By-laws on submission to the Council for approval of proposal plans for the development and/or the subdivision of the said area or any part or parts thereof.
(b) The Applicant will undertake to carry out provide and do or cause to be undertaken carried out provided and done the works and make or pay the payments or contributions offered by the Applicant and accepted by the Council set out and specified in the second schedule hereto within the periods set forth in the second schedule hereto.
3. All works, acts or things relating to the development of the subject land shall conform to, and be carried out or performed to the satisfaction of the Engineer in full accordance with the Council's By-laws and policies and

any Statute, regulation, by-law, rule, order, Proclamation and Order-in-Council and to the requirements of any Governmental Authority having jurisdiction in regard thereto and the Applicant will apply for any necessary approvals from the last-named authorities.

4. To secure to the Council the due performance and fulfilment by the Applicant of its obligations under these presents with respect to the payments or contributions required to be made or paid and the works matters and things required to be undertaken carried out provided and done by the Applicant as set out and specified in the second schedule hereto the Applicant will obtain at the Applicant's own cost and expense in favour of the Council and in form approved by the Council a Bond by a registered bank or other financial institution approved in writing by the Council (hereinafter called "the Obligor" which expression shall be deemed to include its successors) providing for the payment to the Council by the Obligor of the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) in the aggregate or so much thereof as shall be owing or payable by the Applicant pursuant to the provisions hereof forthwith upon receipt by the Obligor of a Certificate signed by the Shire Clerk or Deputy Shire Clerk for the time being of the Council that a sum of money to be set out therein is payable by the Applicant to the Council pursuant to the provisions of this deed. The said Bond duly completed and stamped shall be delivered to the Council by the Applicant no later than fourteen (14) days after the issue to the Applicant by the Governor-in-Council of the final approval in relation to the proposed development pursuant to the provisions of Section 7 of the Canals Act 1958-1979.

5. Should the Applicant fail to duly perform and fulfil the Applicant's obligations under this deed with respect to the works and payments and contributions hereinbefore referred to the Council may at the election of the Council

execute its rights against the Obligor under the Bond or execute its rights against the Applicant or partly against either of them;

(a) To the extent of the Amount of such payments or contributions not paid by the Applicant and

(b) To the extent of such sum as the Engineer certifies as representing the fair estimated cost of completing the said works which costs shall include the Council's charges for supervision interest administration legal costs on a solicitor and client basis and overheads and including such reasonable contingency fund as may in the absolute discretion of the Engineer be determined;

6. The Council shall apply any sum or sums paid to it pursuant to clause 5 hereof as far as the same may extend to or towards all or any or more of the following:

(a) Reduction or discharge of the amounts and contributions payable by the Applicant hereunder;

(b) In the carrying out of the work not done or undertaken by the Applicant under this deed within such reasonable time as may be determined by the Council;

(c) In altering or amending any improperly completed or partly completed work done or undertaken by the Applicant under this deed;

(d) In carrying out such other work or development (including any addition or extension to any work or development being carried out by the Applicant) whether within or outside or partly within and partly outside the perimeter of the said land as the Council may consider necessary to mitigate the effects of any incompleted or improperly completed or partly completed work of the Applicant or to make any such incompleted improperly completed or partly completed work in the opinion of the Council more effective or useful;

(e) In reimbursing itself for any damages suffered by it;

7. If the sum or sums at any time or times received by the

Council pursuant to this deed or the Bond are insufficient to complete the carrying out or altering or amending such work in accordance with the requirements of or under this deed the Council shall be at liberty to carry out alter or amend such work at its discretion when expending or utilising the moneys received by it pursuant to clause 6 hereof and for the purposes of this clause the Council its members agents servants employees contractors and subcontractors and others whether of the class just mentioned or not, authorized by the Council, shall have the full and free right and liberty to enter upon the said land with all necessary vehicles plant equipment and the like.

8. Subject to approval by the Council of a scheme for stage development to be submitted by the Applicant and subject always to the provisions of clause 21 hereof, detailed proposal plans for rezoning development and subdivision shall be submitted by the Applicant to the Council at intervals of not more than one year after the commencement of the said recited development lease and thereafter detailed proposal plans for rezoning development and subdivision of the remaining stages shall be submitted by the Applicant to the Council for approval progressively at intervals of not more than one year, so that construction of each successive stage shall be completed no later than eighteen months after submission and so that such detailed proposal plans in respect of the final stage of development shall be submitted not later than nine years following the date of the said lease and such final stage shall be completed not later than three years after the issue of any approval necessary or requisite to the commencement of the works provided that any of the foregoing time limitations may be extended by mutual agreement.

9. The issue of certificates of approval by the Council in respect of plans of subdivision of parts or sections of the lands shall be subject to compliance by the Applicant

with the conditions of approval imposed by the Council and the completion, observance, and performance by the Applicant of all works, matters and things for which the Applicant is responsible under the terms of this deed or the By-laws of the Council but the Council may nevertheless and without prejudice to any other remedy which the Council may have under this deed or at law or otherwise howsoever refuse to issue its certificate of approval in respect of the second or any succeeding sectional plan of subdivision if the Applicant has not completed the development of a preceding section in accordance with the terms of this deed and as required by law.

10. In the event of the Applicant performing and fulfilling the obligations works payments contributions matters and things set forth and referred to in this deed the Council will certify in writing under the hand of the Shire Chairman or Shire Clerk to that effect to the Applicant and immediately thereupon the Security Bond shall be discharged.

11. (a) The Council agrees to sell and the Applicant agrees to purchase from the Council the lands described in the third schedule hereto.

(b) The purchase price shall be the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) which shall be paid by the Applicant to or as directed by the Council or its solicitors no later than one year following the date upon which the Council shall issue its certificate of approval in respect of the first plan of subdivision submitted for approval by the Applicant which shall include any part of the lands hereby agreed to be sold and purchased.

(c) In exchange for such certificate of approval the Applicant will obtain at the Applicant's own cost and expense in favour of the Council and in a form approved by the Council and will deliver to the Council a Bond by a registered bank or other financial institution approved in writing by the Council providing for payment to the Council by the Obligor of the

sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) in the aggregate or so much thereof as shall be owing or payable by the Applicant pursuant to the provisions of subclause (b) hereof forthwith upon receipt by the Obligor of a certificate signed by the Shire Clerk or Deputy Shire Clerk for the time being of the Council that a sum of money to be set out therein is payable by the Applicant to the Council pursuant to the provisions of the said subclause (b).

(d) Subject to the due provision of the security mentioned in subclause (c) and the compliance by the Applicant with the provisions of this deed the Council will at the request and cost of the Applicant sign and deliver all such transfers conveyances and other documents of title as are necessary to assure to the Applicant, or to a party or parties to be nominated by it, registration in due course of an unencumbered estate in fee simple of the subject land.

(e) The provisions of the conditions of sale set forth in the standard form of contract for the sale of land promulgated by the Real Estate Institute of Queensland as at the date hereof (including provisions for apportionment of income and outgoings) shall so far as the same are not inconsistent with the terms of these presents apply in respect of such sale and purchase.

12. If the said land or any part thereof is sold transferred or alienated or agreed to be sold transferred or alienated (other than in the ordinary course of entering into agreements to sell allotments which conform to a design approved by the Council and shown on a registered plan of survey for the subdivision of the said land consented to by the Council) prior to the performance and fulfilment of the provisions of this deed or any of them on the part of the Applicant to be performed and fulfilled any such sale transfer or alienation or agreement to sell transfer or alienate shall be made subject to compliance with the provisions of this deed or such of them as remain unperformed

or unfulfilled on the part of the Applicant and so that the proposed purchaser transferee or alienee shall be bound contractually by deed with the Council for the performance and fulfilment of the provisions of this deed on the part of the Applicant to be performed and fulfilled or such of those provisions as shall remain unperformed or unfulfilled at the date of sale transfer or alienation and subject to the furnishing to the Council of such security as shall be required by the Council for such performance and fulfilment by the proposed purchaser transferee or alienee and until the proposed purchaser transferee or alienee becomes contractually bound to the Council and furnishes the required security or in default of any such sale transfer or alienation being made in compliance with the foregoing provisions of this clause the Applicant shall remain liable for the performance and fulfilment of this deed and shall at the cost and expense of the Applicant sign seal and deliver all such documents and deeds and perform all such acts matters and things as shall be necessary to comply with and fulfil such of the provisions of this deed as have not been complied with and fulfilled and on the part of the Applicant to be performed and fulfilled at such time or times as the Council shall require notwithstanding that the time or times appointed for such compliance and fulfilment shall not have then arrived.

13. All moneys payable to the Council in pursuance of this deed shall be payable at the office of the Shire Clerk of the Council in the State of Queensland free from all deductions.

14. Any certificate demand or notice by or from the Council to or upon the Applicant under this deed shall be sufficiently made given or served if left at or forwarded by prepaid post in an envelope addressed to the Applicant or any of them (where there are more persons or corporations than one comprehended under the term Applicant) at his its or their or any of their addresses or places of business

in Queensland last known to the Council and such certificate demand or notice if sent by post shall be deemed to have been made given or served at the time when in due course of post it would be delivered at the address to which it is directed whether or not it is actually received and in proving such service by post it shall only be necessary for the Council to certify to that effect under the hand of the Shire Clerk.

15. The Applicant shall not assign either absolutely or by way of security the interest rights or obligations of the Applicant under this deed without the prior consent of the Council under the hand of the Shire Chairman or Shire Clerk which consent shall not be unreasonably withheld but may be withheld at the absolute discretion of the Council should the proposed assignee be a party deemed unacceptable by reason of his her or its solvency reputation or respectability or if the Applicant has not complied with the terms of this deed and should the Council grant its consent to any assignment then in such case such consent shall be subject to compliance with the provisions of clause 12 hereof and the Council may impose conditions for the giving of such consent not inconsistent with the provisions of this deed.

16. No waiver by the Council of any breach by the Applicant of any of the provisions of this deed shall be implied to be effective unless the same shall be in writing under the hand of the Shire Chairman or Shire Clerk for the time being of the Council and no laches or delays by the Council at any time or times in enforcing any of its rights powers and the like hereunder shall prejudice or affect those rights or powers.

17. All designs specifications for those works which the Applicant is obliged to carry out provide or do under or by virtue of this deed shall be prepared by the Applicant at his own cost and shall be submitted to the Engineer for the Council's approval thereof and when necessary the approval of any other authority or instrumentality having jurisdiction and required in that behalf and no such

work shall be commenced by the Applicant before the Applicant has obtained the said approval or approvals in each and every instance.

18. All conditions set out in this agreement and in the schedules hereto relating to time, the order of doing any work, or the conditions upon which any approval is granted shall be deemed to form part of this agreement as though each of the same were set forth herein and shall be binding upon the party to whom the same applies according to the tenor thereof.

19. The parties agree that they respectively will do all such things and execute all such documents necessary or convenient in order to give effect to the intention herein expressed as shall by the other of them reasonably be required.

20. To the intent of making certain for the purpose of these presents and to facilitate or expedite the recording of the agreement between the parties (a) without herein incorporating full specification or details of the acts and works agreed to be performed undertaken carried out executed provided or done or the amounts or contributions to be paid by either party, or (b) for any other reason whatever it is agreed that if either party shall allege or contend that the meaning or effect of any provision hereof is doubtful or if these presents or any provision thereof is by either party alleged or contended to be uncertain and therefore to any extent void or of no effect or unenforceable then the alleged or contended matter of doubt or uncertainty shall be by agreement of the parties on the written reference of either party a copy of which reference is served on the opposite party referred to the final decision of the Engineer who shall give his decision in writing on the matter of such alleged or contended doubt or uncertainty so as to settle or remove such alleged or contended doubt or uncertainty and to make certain by the terms of his decision what is contended to be doubtful or uncertain as an expert and not an

arbitrator and may in giving his decision without limiting in any way the discharge of his function hereunder and the utilization of his expert knowledge skill and experience refer to and use his knowledge and experience of the Act the Town Plan and the By-laws and the terms of arrangements and agreements and conditions of approvals consents and refusals and reasons therefor and policy adopted from time to time by the Council generally in relation to applications for rezoning or subdivision of land and of the common or usual or other requirements or standards or any new or any variation in requirements or standards adopted or proposed from time to time of acts or works agreed imposed required performed, undertaken carried out provided or done on or in relation or applicable to lands in the Shire and the development and use of such lands and no action or proceedings in relation to such matter of alleged doubt or uncertainty shall be instituted by either party hereto unless and until the matter shall have been so referred and the decision of the Engineer obtained and any decision of the Engineer under this clause shall bind both parties hereto and for all purposes be deemed to have formed part of and been incorporated herein as from the date of these presents and shall be held to be in no way any variation or alternation of the terms of these presents.

21. Notwithstanding the provisions of clause 8 hereof or any other provision in this deed the Engineer may in his absolute discretion determine that in respect of any particular stage or stages of development of the said land the Applicant shall only be obliged to execute and provide or cause to be executed and provided so much of the work matters and things and pay so much of the amounts or contributions set out and specified in the schedules hereto as are in the opinion of the Engineer applicable to that or those particular stage of stages of development and the endorsement of the Council's consent on any plan or any plans of survey of any stage of development and/or subdivision of the said land shall

be subject to compliance by the Applicant with the conditions of approval imposed by the Council and the completion observance and performance by the Applicant of all works matters and things for which the Applicant is responsible under the terms of this deed or so much thereof as may be determined by the Engineer as being applicable to that or those particular stage or stages of development and/or subdivision pursuant to the provisions of this clause or the By-laws of the Council or otherwise by law and the payment by the Applicant at the appropriate time of all amounts or contributions for which the Applicant is liable or so much thereof as may be determined by the Engineer as being applicable to that or those particular stage or stages of development and/or subdivision pursuant to the provisions of this clause but the Council may nevertheless in its absolute discretion and subject to the other provisions of this deed the By-laws or any Statute or rule of law endorse its consent on a plan or plans or survey in respect of any stage of development and/or subdivision notwithstanding that the Applicant may not have completed the development of that section or stage of development and/or subdivision in accordance with the terms of this deed PROVIDED HOWEVER that if the Council endorses its consent on any stage plan of survey then the Council may without prejudice to any other remedy that the Council may have under this deed or at law or otherwise howsoever refuse to endorse its consent on any succeeding stage or plan of survey if the Applicant has not completed that part of its obligations under the provisions of this clause as shall be appropriate to that part of the said land which was subdivided in the preceding stage of development and/or subdivision.

22. In the interpretation of these presents unless the contrary intention appears herein:-

(a) The term "the Applicant" means the party of the first part hereinbefore named and the respective executors administrators or successors and assigns of that party and if that party consists of more than one person

then of each person constituting that party from time to time.

(b) The term "Engineer" means the permanent Head for the time being of the Department of the Council charged with the administration of the laws and By-laws relating to the particular work in respect of which the term is used.

(c) The term "the Council" includes its successors and in respect of any matter delegated by the Council or by any By-law to any officer or delegate of the Council includes such officer or delegate in relation to that matter.

(d) The "Town Plan" means the Town Plan for the Shire of Redland.

(e) The "Act" means the Local Government Act as amended.

(f) The "By-laws" means the Shire of Redland by-laws and any subordinate legislation under the Act and as amended from time to time.

(g) Words importing the singular number include the plural number and vice versa and words importing any gender include the other genders and words importing only persons include corporations and/or associations and/or bodies and vice versa in each respective case.

(h) Whenever more persons than one constitute the Applicant all the covenants, agreements, conditions, restrictions and provisos herein contained or implied shall be read and construed as joint and several and as including each such person and their respective executors administrators or successors as the case may be and assigns jointly and severally.

23. The Applicant shall pay all costs, charges and expenses of and incidental to the preparation, execution, stamping and completion of this deed and on any Bond Deed of Discharge or other document required hereunder and all duplicates thereof and of all advertisements required by law or otherwise to be made relating to this agreement.

IN WITNESS WHEREOF the execution hereof by the parties hereto on the days respectively hereinafter appearing.

THE FIRST SCHEDULE

Right to Information Release

THE SECOND SCHEDULE
DEVELOPMENT SPECIFICATION

1. PUBLIC LANDS

There shall be no interference with public usage of public lands included within the lease area until necessary in connection with the development of the stage in which such lands form part.

2. LAYOUT

- (a) Layout shall be as per plan number C/63A.1/1 unless otherwise required or agreed in writing by the Council.
- (b) Areas nominated for special usage are to be used only for medium density residential development (at a density not exceeding 100 persons per site hectare) unless otherwise agreed in writing by Council.
- (c) Council reserves the right to vary any or all of its requirements in connection with the approval of any proposed amendment.

3. ALLOTMENT SIZES

- (a) All allotments with canal frontage shall have a minimum area of 750m² exclusive of access strips; 50% of such allotments to have a minimum area of 800m². Council's normal subdivisional requirements in relation to shape, frontage, etc. to be complied with.
- (b) All dry blocks shall comply with Council's normal subdivisional requirements in relation to size, shape, frontage etc.

4. PARKS AND RECREATION AREAS

- (a) The Applicant shall establish in the park in the south-eastern corner of the proposed area two playing fields with the surrounding areas profiled so as to provide an amphi-theatre facility.
- (b) All parks and recreation areas, including Shore Street and the Railway (Reserve) shall be developed by the Applicant to the following standards:-
 - (i) A minimum slope to surface of 0.25%
 - (ii) A minimum 75mm surface loam required
 - (iii) Park and recreation areas are to be fertilized and grassed to the requirements of Council and to be maintained until grass is established.
- (c) Full road construction, including kerb and channel channelling, shall be constructed by the Applicant to the frontage of all parks, except along the eastern alignment of Raby Esplanade, the north-western alignment of North Street and the western alignment of Shore Street.
- (d) Areas to be surrendered as parks are those outlined in green on the plan comprising the first schedule.

5. BEACH AREAS

The Applicant shall establish a beach to the satisfaction of the Redland Shire Council and the Department of Harbours and Marine on the whole of the northern foreshores.

6. BOAT RAMPS

- (a) The Applicant shall construct two (2) boat ramps which shall be located as follows:-
- (i) Ross Creek, north of Channel Street
 - (ii) In the park at the north-eastern section of the proposal plan, near William Street.
- (b) Each boat ramp shall be a minimum of 15 metres in width and built to a standard satisfactory to the Redland Shire Council and to the Department of Harbours and Marine.
- (c) An outlet channel shall be constructed near William Street ramp to a minimum depth below low water of 1.0 metres.
- (d) The William Street boat ramp and the associated access channel shall be a condition of Stage 1 of the development and shall be constructed by the Applicant prior to the release of the Lien Plan for Stage 1.
- (e) The Ross Creek boat ramp and the associated access channel shall be a condition of the first stage which is developed east of Ross Creek and shall be developed by the Applicant prior to the release of the Lien Plan for that stage or within seven (7) years of the granting of the lease, whichever is the earlier.
- (f) All boat ramps and access channels shall be completed within seven (7) years of the granting of the lease.

7. CAR PARKS

The Applicant shall construct car parking facilities with a minimum area of 2,000 square metres, including manoeuvring and access area, bitumen sealed to the satisfaction of the Redland Shire Council, adjacent to each boat ramp. If, in the opinion of Council, it is considered that the car parking is inadequate, then the Applicant shall increase the car parking facilities to 4,000 square metres, adjacent to each ramp.

- (i) The sealed car park near William Street shall be provided within three (3) years of the granting of the lease.
- (ii) The sealed car park near Ross Creek shall be constructed simultaneously with the adjacent ramp.
- (iii) All car parking facilities shall be completed within seven (7) years of the granting of the lease.

8. AMENITIES

The Applicant shall make the following contributions to the Redland Shire Council:-

- (a) Two amounts of \$35,000 each, indexed in accordance with the C.P.I. Index, commencing from the granting of the lease shall be paid to Council for the construction of two amenities and toilet blocks adjacent to the boat ramps.

- (b) A further amount of \$100,000, indexed in accordance with the C.P.I. Index, commencing from the granting of the lease shall be paid to Council for the construction of public amenities in the park to be provided north of Shore Street between Wynyard and Bloomfield Streets. The determination of the type of public amenity shall be at the discretion of the Redland Shire Council.
- (c) The cash contribution set out above shall be paid to Council within six (6) months of the signing of the Linen Plan relating to the land adjacent to the proposed amenities or within seven (7) years of the granting of the lease, whichever is the earlier. However, the contribution for the amenities and toilet block adjacent to the William Street boat ramp shall be made prior to the signing of the Linen Plan for the first stage.
- (d) The Redland Shire Council shall construct the relevant amenity within twelve months of receipt of the appropriate payment.
- (e) If any external condition or any improvement condition relating to previous stages has not been completed by the Applicant, then the Redland Shire Council or the Lands Department may refuse to approve the release of the Linen Plan for any subsequent stage.
- (f) In addition the Applicant will on or before 31st December in each year pay to the Council a cash contribution for amenities purposes amounting to one per cent of gross realizations on land sales during the financial year ending on the previous 30th June which contribution shall be expended by the Council upon works sited within one (1) kilometer from the perimeter of the area to be developed by the Applicant hereunder.

9. ROADS

The Applicant shall construct all roads in accordance with Council's By-laws and subdivisional policies and to the satisfaction of the Redland Shire Council. This includes the provision of ornamental footpath trees and the relocation of all services where required.

SHORE AND NORTH STREETS

- (a) The Applicant shall construct a bitumen sealed road in Shore Street and North Street for the whole of the distance between Nelson Street and Wharf Street and such road shall consist of the following:-
 - (i) a 10 metre wide bitumen sealed road pavement, designed to the relevant Main Roads Department standard, kerbed and channelled on the northern side and median kerb on southern side, if required by Council, with all work being to Council's satisfaction.

The road shall be constructed to an approved cross section and will be located generally on the northern portion of the Shore Street road reserve.

- (ii) The Applicant shall fill low areas in Shore Street including the Railway Reserve between Nelson and Wharf Streets to a minimum level of R.L. 2.3m and, where the land-owners concur, shall fill such privately owned allotments that

bound Shore Street on the areas mentioned on the southern side so that the road leads naturally to the contours of the land to its southern side and the Applicant shall undertake that such access as private land-owners to the south of Shore Street now have is either improved or maintained at the present standard.

- (iii) The Applicant shall construct a bridge across Ross Creek with a road width of 8.5 metres, plus a footpath of 1.2 metres on the northern side of the carriageway.

The substructure shall be constructed so as to accommodate future widening and the superstructure will be designed to facilitate future widening.

The bridge across Ross Creek shall be completed by the Applicant within twelve (12) months of the signing of the Linen Plan, and security in the amount of \$150,000 shall be lodged prior to the signing of the Linen Plan to ensure this, for the first stage constructed east of Ross Creek.

- (iv) The Applicant shall construct major channellised intersections at the following road junctions:-

- a) Shore and Nelson Streets
- b) Shore and Passage Streets
- c) Shore and Wynyard Streets

The Applicant may be required to undertake the partial development of the intersection of Waterloo and Shore Streets. However, this could be dependent on the stage construction.

- (v) The Applicant shall make adequate provision for all cross-street and longitudinal drainage where required within the road reserves.

- (vi) The staging of the construction of Shore Street shall be to the satisfaction of the Redland Shire Council and shall be at least as extensive as the adjacent stage being constructed and shall include all permanent intersections and connections deemed necessary by Council, and any temporary connections considered necessary by Council to ensure satisfactory traffic movement for each stage of development.

(b) WYNYARD STREET

The Applicant shall improve Wynyard Street between Shore and Middle Streets by the construction of a twelve metre wide bitumen sealed pavement with kerb and channelling on both sides.

(c) BLOOMFIELD STREET

The Applicant shall improve Bloomfield Street south of Shore Street by the construction of a twelve metre wide bitumen sealed pavement with kerb and channelling for a distance of twenty metres south of the southern alignment of Shore Street.

(d) BAINBRIDGE STREET

The Applicant shall construct Bainbridge Street between Nelson Street and Gordon Street with a 7.5 metre wide bitumen surfaced pavement and associated

underground drainage. East of Nelson Street, there shall be a 12 metre wide bitumen sealed pavement with kerb and channelling on both sides.

(e) PAXTON STREET

The Applicant shall construct Paxton Street west of Shore Street by the construction of a twelve metre wide bitumen sealed pavement with kerb and channelling on both sides.

(f) WHARF STREET

The Applicant shall construct Wharf Street north of North Street by the construction of a twelve metre wide bitumen sealed pavement with kerb and channelling on both sides.

The intersection of North Street and Wharf Street shall be constructed to provide adequate safety for traffic and shall be channelled if requested by the Redland Shire Council.

(g) NELSON STREET

The Applicant shall construct Nelson Street by the construction of a twelve metre wide bitumen sealed pavement between Shore and Bainbridge Streets. Kerb and channelling shall be provided along the entire eastern boundary of Nelson Street and on the western boundary between Shore and Freeth Streets.

(h) CHANNEL STREET (Applicable if Old Saw Mill included in development)

The Applicant shall construct a 10 metre wide pavement with kerb and channelling adjacent to the development and a 7.5 metre wide bitumen sealed pavement connecting to Middle Street.

(i) All internal roads shall be bitumen sealed gravel pavements in accordance with the Redland Shire Council standard for urban roads. All internal cul-de-sacs, internal roads, foreshore collector roads, Shore Street collector roads and connecting roads shall be kerbed and channelled on both sides. All internal roads shall be to the following widths between kerbs:-

- (i) Cul-de-sacs (providing access for less than thirty allotments) 8 metres
- (ii) Cul-de-sacs (providing access for more than thirty allotments) 10 metres
- (iii) Shore Street service roads or collector roads 10 metres
- (iv) Foreshore collector roads 12 metres
- (v) All connecting roads to Shore Street and North Street 12 metres
- (vi) All cul-de-sac bulbs shall be to a design satisfactory to Redland Shire Council

10. ELECTRICAL

- (a) The Applicant shall provide underground electrical reticulation to the whole of the development.
- (b) The Applicant shall provide underground electricity

up to the perimeter of all public reserves and one point will be provided at a distance of up to one chain into each reserve.

- (c) Street lights shall be provided by the Applicant at each intersection, or bend and at 10 chain intervals in each cul-de-sac. An amount of \$375.00 per light shall be paid by the Applicant to the Council prior to the signing of the appropriate Linen Plan for each stage.

11. DRAINAGE

- (a) The Applicant shall provide all underground drainage in accordance with the Council's By-laws and to the satisfaction of the Redland Shire Council. Drainage discharge shall be below low water and shall not be a boating hazard or cause erosion.
 - (b) The Applicant shall improve the outlet from Ross Creek by the removal of mangroves between Shore Street and Middle Street. Scour protection shall be provided between Ross Creek and the commencement of the canal estate if required by the Redland Shire Council.
 - (c) The development shall be designed to carry the full run-off from a fully developed urban Ross Creek Catchment from a 2% probability storm.
 - (d) The Applicant shall locate the southern end of the western channel to drain adequately and practically the Black Swamp.
 - (e) The Applicant shall instal underground drainage to connect the southern alignment of Shore Street to the proposed canal and adequate easements should be provided for this purpose.
- The inlet of the drainage structure shall be constructed so that the Black Swamp is not drained.

12. WATER

- (a) The Applicant shall provide water reticulation mains to all allotments in accordance with Council's normal subdivisional policy and to the satisfaction of the Redland Shire Council.
- (b) A water augmentation charge of \$200 per allotment and \$4,000 per hectare for medium density development shall be paid in cash by the Applicant prior to the signing of each Linen Plan.
- (c) An additional water augmentation charge of \$45,000 shall be paid by the Applicant in cash to the Council prior to the signing of the Linen Plan for Stage 2. This amount shall be indexed in accordance with the C.P.I. Index, commencing from the date of granting of the lease.
- (d) An additional water augmentation charge of \$40,000 shall be paid to the Council prior to the signing of the Linen Plan for the second stage constructed east of Ross Creek. This amount shall be indexed in accordance with the C.P.I. Index commencing from the date of granting of the lease and shall be paid by the Applicant in cash to the Redland Shire Council.

13. SEWERAGE

- (a) Sewerage reticulation mains shall be provided to all

allotments by the Applicant in accordance with the Redland Shire Council's normal subdivisional policy, and to the satisfaction of the Redland Shire Council.

- (b) A sewerage augmentation charge of \$400 per allotment and \$8,000 per hectare for medium density development shall be paid in cash to the Redland Shire Council by the Applicant prior to the signing of each Linen Plan.
- (c) The existing trunk main in Shore Street between Waterloo Street and Fitzroy Street is an approved discharge point. All pump stations and mains necessary to convey sewerage to this area shall be provided by the Applicant.

14. RECLAMATION

- (a) The minimum reclamation level for all allotments shall be R.L. 2.3 on State Datum and the minimum slope on each allotment shall be 0.5%. The minimum kerb level at low points for drainage shall be R.L. 2.
 - (b) The minimum level of the foreshore reserve on the seaward side shall be R.L. 2.7 although this level may be higher if further protection against storm surge is required.
 - (c) The minimum width of the foreshore from the high point to the allotments shall be 41 metres and the full width of the foreshore reserve shall be a minimum of 70 metres.
 - (d) All filling on allotments shall be constructed and consolidated to provide a satisfactory building foundation and the minimum floor level acceptable in this development shall be R.L. 2.7 on State Datum.
- All allotments shall be designed so that the major portion of each allotment is self-draining towards the kerb and channelling.

15. LIMITED ACCESS

There shall be a limitation of access from all medium density developments on to Shore Street and North Street. The Applicant shall give to the Redland Shire Council an 0.5 metre wide strip of land in fee simple along the southern boundary of this medium density development.

Pedestrian access across this strip shall be allowed at specific locations subject to the approval of the Redland Shire Council.

The area of land given to the Redland Shire Council shall be included in the calculation of site development densities.

16. GENERAL ENGINEERING REQUIREMENTS

- (a) The general layout of the canal development, the details of the foreshore protection and the revetment walls shall be subject to the approval of the Department of Harbours and Marine and the Redland Shire Council. The Applicant shall submit all reports, studies or investigations which may be required by the Department of Harbours and Marine or the Redland Shire Council to assist those authorities to determine standards of design submitted for approval.

The staging, the method of construction, the use of

site materials, the type of foreshore protection, the revetment wall design, the canal cross section, the embankment slope design, the lining of the canal sides or any special canal protection shall be subject to the approval of the Department of Harbours and Marine and the Redland Shire Council.

- (b) The Applicant shall not commence construction of roadworks and services if settlement of the filled area is likely to cause damage to the roadworks or services.
- (c) The Minister for Lands may withhold the release of the Linen Plan if settlement of the filled area is likely to cause structural damage to an adequately designed dwelling.
- (d) The foreshore of the development shall be maintained by the Applicant for the whole of the period of the development lease. All other works shall have a twelve months' maintenance period.
- (e) Each stage of the development shall be designed to be protected from wave action during a storm surge.

17. STAGING

- (a) The first stage of the development is to be located to the satisfaction of the Redland Shire Council and the Land Administration Commission and each subsequent stage is to be located adjacent to the previously constructed stages, unless otherwise approved by the Redland Shire Council and the Land Administration Commission.
- (b) Each stage of the development shall provide for a proportionate amount of public works including the development and dedication of public open space, construction of external roads, etc.

18. GENERAL - WORKS

- (a) In respect of all works, working hours and hours of operation of plant shall be: Monday to Friday, 6 a.m. to 6 p.m., Saturday, 8 a.m. to 5 p.m., with no work on Sunday; or otherwise as may be determined by the Engineer.
- (b) Pipe connections shall be installed between the ends of canals in such location and in such manner as shall be directed by the Council or its Engineer.
- (c) In respect of all works such measures shall be implemented for dust control as shall be directed by the Council or its Engineer.

THE THIRD SCHEDULE

County of Stanley Parish of Cleveland

Allotments 4 to 7 of Section 65 and

Allotments 7 to 14 of Section 66.

[Handwritten signatures]

Right to Information Release

THE COMMON SEAL of CIVIC
PROJECTS PTY. LTD. was
hereunto affixed by the
authority of the Directors
and in the presence of and
under the hands of ~~a two~~ of the
Directors ~~and the Secretary~~;
in the presence of:

W *[Signature]*
[Signature]
[Signature]

THE COMMON SEAL of COUNCIL OF
THE SHIRE OF REDLAND was hereunto
affixed this day of
1979 by the
authority of a resolution of the
Council and in the presence of
and under the hands of Ernest
Gaden Western Wood the Chairman
thereof and Robert Mackie the
Acting Shire Clerk thereof both
in the presence of:

[Signature]

[Signature]
[Signature]
[Signature]

[Signature]

[Signature]

Right to Information

DATED the twenty-fifth day of
October 1979.

BETWEEN:

CIVIC PROJECTS PTY. LTD.

The Applicant

AND:

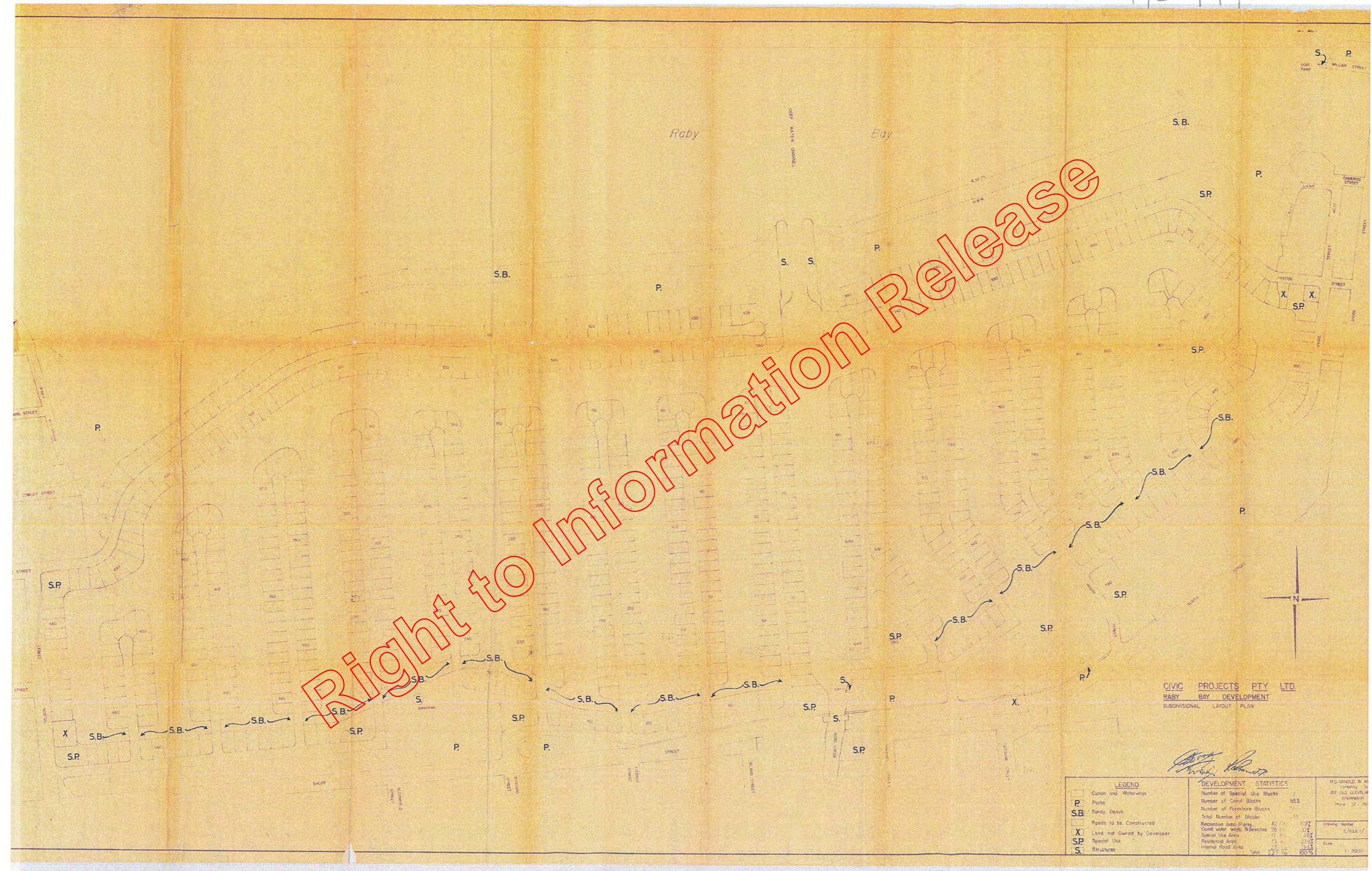
COUNCIL OF THE SHIRE OF REDLAND

The Council

DEED,

Right to Information Release

Right to Information Release



THIS DEED made the 27th day of November

1987 BETWEEN: CIVIC PROJECTS (RABY BAY) PTY. LTD. a company duly incorporated according to law and having its registered office at Masthead Drive, Raby Bay, Cleveland in the State of Queensland (hereinafter referred to as "Civic") of the one part AND: COUNCIL OF THE SHIRE OF REDLAND a body corporate by and under the Local Government Act 1936 of Cleveland in the said State (hereinafter referred to as "the Council") of the other part

WHEREAS

A. By development lease No. 9 issued under Section 214 of the Land Act 1962 (as amended) of the State of Queensland, Civic was granted a lease over the Development Lease Land for the term and subject to the conditions therein set forth, for the general purpose of reclaiming the Development Lease Land from the sea, and together with other land, creating a canal estate containing allotments suitable for residential, recreational and business purposes.

B. Condition 9 in the Second Schedule to the Development Lease requires the Development Lease Land to be developed in accordance with the provisions of the Deed of Agreement made between Civic ~~Projects Pty Ltd~~ and the Council dated the 25th day of October, 1979 (hereinafter referred to as "the Shire Agreement").

C. The rights and obligations of Civic ~~Projects Pty Ltd~~ under the Shire Agreement were assumed and undertaken by Civic by Deed of Novation dated the 30th day of September, 1980.

D. By Deed of Agreement made between Civic and the Council dated the 9th day of December, 1982 (hereinafter referred to as "the 1982 Agreement") the parties with the consent of the Minister administering the Land Act 1962 (as amended) agreed to vary the provisions of the Shire Agreement and acknowledged that the Deed of

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11/11/82

Agreement referred to in the Development Lease was for all purposes a reference to the Shire Agreement as varied by the 1982 Agreement.

- E. Since the execution of the Shire Agreement as subsequently varied by the 1982 Agreement, significant parts of the development and associated works have been completed by Civic. As the development works have progressed the parties have due to the exigencies arising from time to time been required to revise the original plan for the overall development and to vary the development specification. These revisions and variations have of necessity been recorded in a substantial body of extraneous drawings, plans and correspondence.
- F. In order to facilitate the more orderly and convenient reference by the parties to the provisions of the agreements and understandings which have to date been reached by the parties particularly as they relate to the revised concept plan and the development specification, subject to the obtaining of the consent of the Minister administering the Land Act 1962 (as amended) the parties have ~~with the consent of the~~ ~~Minister administering the Land Act 1962 (as amended)~~, agreed to enter into this Deed of Agreement, and it is agreed that this deed shall replace the Shire Agreement as varied by the 1982 Agreement and shall be deemed to be the Deed of Agreement referred to in the Development Lease provided always that the execution of this deed shall not in any way affect or alter the continuing obligations and undertakings imposed on Civic by virtue of any other Deed of Agreement previously entered into between Civic and the Council which has not been specifically referred to herein.

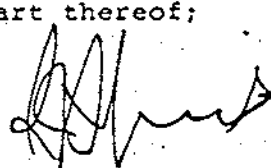
NOW THIS AGREEMENT WITNESSETH:-

INTERPRETATION

1. In the interpretation of these presents unless the contrary intention appears herein:-
 - (a) The term "Act" means the Local Government Act 1936 (as amended);
 - (b) The term "the Applicant" means the party of the first part hereinbefore named and the successors and assigns of that party;
 - (c) The term "Applicant's land" shall mean the land described in Part 2 of the First Schedule hereto;
 - (d) The term "By-laws" means the By-laws of the Council of the Shire Redland in force from time to time;
 - (e) The term "the Council" includes its successor and in respect of any matter delegated by the Council or by any By-law to any officer or delegate of the Council includes such officer or delegate in relation to that matter;
 - (f) The term "development" means the excavation and construction of a system of canals, channels, fingers of land adjoining and separating them and other land areas, the creation of allotments and other land areas on canal fingers and other land within the development area, the development of roads and systems of drainage, sewerage and provisions of services to the land, the creation of beachfront areas, parks and recreation areas, boat ramps, parking areas and other facilities, and an access channel or channels to the canals, the erection and construction of fixed improvements on some or any of the allotments or other land areas, and any excavating, filling, levelling and other work necessary for the carrying out of the development;

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- (g) The term "development area" means the area shown and outlined on the Concept Plan No. CPl bearing revision date 11th of September, 1987 prepared by the Hulbert Group deposited with the Council, comprising the Development Lease Land, the Shire Land, the Applicant's land and the proposed road closures;
- (h) The term "Development Lease" shall mean the Development Lease No. 9 issued under Section 214 of the Land Act 1962;
- (i) The term "Development Lease Land" shall mean Portion 117, Parish of Cleveland, County of Stanley demised to the applicant pursuant to the Development Lease;
- (j) The term "Engineer" shall mean the Shire Engineer, or any person duly acting in that position;
- (k) The term "proposed road closures" means the land comprised in those sections as described in Part 3 of the First Schedule hereto of the roads therein mentioned;
- (l) The term "required completion period for a stage of the development" (other than the final stage) shall mean that period as is provided for in Clause 11(d) together with the extensions allowed pursuant to Clause 11(f) for that stage;
- (m) The term "required completion period for the final stage of the development" shall mean that period provided for in Clause 11(e);
- (n) The term "Shire land" shall mean the land described in Part 1 of the First Schedule hereto;
- (o) The term "Town Plan" shall mean and include the Town Planning Scheme in force from time to time applying to the lands within or adjacent to the Development Lease Land or any part thereof;


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- (p) Words importing the singular number shall include the plural number and vice versa and words importing any gender including the other genders and words importing only persons shall include corporations and/or associations and/or bodies and vice versa in each respective case;

COUNCIL'S OBLIGATIONS

2.

- (a) In consideration of and on the faith of the covenants and agreements herein contained and on the part of the Applicant to be observed and performed subject to the due observance and performance thereof and provided that the security referred to in Clause 5 hereof shall be maintained in favour of the Council in accordance with this Deed, the Council shall authenticate and issue to the Applicant all such approvals consents and permits as shall be necessary or appropriate on the Council's part to enable the Applicant to proceed with and complete the Development on the Development Area at the respective times and in the manner contemplated and intended according to the tenor of this Deed.

- (b) In particular and without limiting the generality of the foregoing, the Council agrees as soon as the Civic has performed sufficient of its obligations hereunder in respect of the land comprised in any stage or sub-stage to enable that land to be brought within the area of the Shire, to take such steps as are necessary to bring that land within the area of the Shire, and will then make appropriate application pursuant to the Act for that land to be zoned or rezoned to allow for

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G.M. Lake

residential or other use in accordance with the Second Schedule hereto so that such application for zoning or rezoning shall be made contemporaneously with or within a reasonable time after the Council approves the subdivision of that land pursuant to the Act.

APPLICANT'S OBLIGATIONS

3.

- (a) The applicant shall undertake the development on the Development Area in accordance with the provisions of Clause 11 herein and in accordance with the Concept Plan No. CPI prepared by the Hulbert Group bearing revision date the 11th September, 1987 deposited with and approved by the Council (as amended from time to time with the approval of the Council) and subject to such conditions as may be imposed by the Council from time to time in accordance with the Council's Town Plan, By-laws and policies on any approval, consent or permit. A copy of the said concept plan is contained in the Third Schedule hereto.
- (b) The applicant undertakes to carry out provide and do or caused to be undertaken carried out, provided and done the works and make or pay the payments or contributions offered by the applicant and accepted by the Council set out and specified in the Second Schedule hereto within the periods set forth in the said Schedule.

4. All works, acts or things relating to the development on the Development Area shall conform to, and be carried out or performed to the satisfaction of the Engineer in full accordance with the Council's By-laws

and policies and any statute, regulation, by-law, rule, order, proclamation or Order-in-Council and to the requirements of any Governmental authority having jurisdiction in regard thereto and the applicant shall apply for any necessary approvals, consents and permits from the last named authorities.

SECURITY BY APPLICANT

5. To secure to the Council the due performance and fulfilment by the applicant of its obligations under these presents with respect to the payments or contributions required to be made or paid and the works matters and things required to be undertaken carried out provided and done by the applicant as set out and specified in the Second Schedule hereto the applicant will obtain at the applicant's own cost and expense in favour of the Council and in a form approved by the Council a Bond by a registered bank or other financial institution approved in writing by the Council (hereinafter called "the obligor" which expression shall be deemed to include its successors) providing for the payment to the Council by the obligor of the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) in the aggregate or so much thereof as shall be owing or payable by the applicant pursuant to the provisions hereof forthwith upon receipt by the obligor of a Certificate signed by the Shire or Clerk or Deputy Shire Clerk for the time being of the Council that a sum of money to be set out therein is payable by the applicant to the Council pursuant to the provisions of this deed. The said bond duly completed and stamped shall be delivered to the Council by the applicant no later than fourteen (14) days after the issue to the applicant by the Governor-in-Council of the final

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approval in relation to the proposed development pursuant to the provisions of Section 7 of the Canals Act 1958-1979.

DEFAULT BY APPLICANT

6. Should the applicant fail to duly perform and fulfil the applicant's obligations under Clause 3 or otherwise this deed the Council may, at the election of the Council, forthwith recover from the Applicant as a liquidated debt or forthwith demand from the obligor pursuant to the said bond the following amounts:-

- (a) the whole amount of the payments of contributions (if any) not paid by the Applicant; and
- (b) such sum as the Engineer certifies as representing the fair estimated cost of completing the works not performed or completed by the Applicant (including any works performed or to be performed by the Council the cost of which is, pursuant to the terms of this agreement, payable by the Applicant) which cost shall include the Council's charges for supervision, interest, administration costs, legal costs on a solicitor and own client basis, overheads and such reasonable contingency sum as may in the absolute discretion of the Engineer be determined.

7. The Council may exercise its rights under Clause 6 against the Applicant or against the obligor or partly against the Applicant and partly against the obligor.

8. The Council shall apply any sum or sums paid to it pursuant to Clause 6 hereof as far as the same may extend to or towards all or any one or more of the following:-

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- (a) Reduction or discharge of the amounts and contributions payable by the applicant hereunder;
- (b) In the carrying out of the work not done or undertaken by the applicant under this deed within such reasonable time as may be determined by the Council;
- (c) In altering or amending any improperly completed or partly completed work done or undertaken by the applicant under this deed;
- (d) In carrying out such other work or development (including any addition or extension to any work or development being carried out by the applicant) whether within or outside or partly within and partly outside the perimeter of the Development Are as the Council may consider necessary to mitigate the effects of any incompleted or improperly completed or partly completed work of the applicant or to make any such incompleted improperly completed or partly completed work in the opinion of the Council more effective or useful;
- (e) In paying the Councils' charges for supervision interest administration legal costs on a solicitor and client basis and overheads and including such reasonable contingency fund as may in the absolute discretion of the Engineer be determined;
- (f) In reimbursing itself for any damages suffered by it.

9. If the sum or sums at any time or times received or recovered by the Council pursuant to Clause 6 are insufficient to complete the carrying out or altering or amending of such work in accordance with the requirements of this deed the Council may at its election:-

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- (a) to carry out alter or amend such work at its discretion so far as the moneys received by it pursuant to Clause 6 will, in the opinion of the Engineer, reasonably allow; or
- (b) complete the carrying out or altering or amending of such work in accordance with the requirements of this deed and recover the difference between the costs actually incurred by it in so doing and the sums received or recovered by it pursuant to Clause 6 from the Applicant as a liquidated debt.

10. For the purposes of exercising its rights under Clauses 8 and 9 hereof the Council and its members, agents, servants, employees, contractors and sub-contractors and others whether of the class just mentioned or not, authorised by the Council, shall have the full and free right and liberty to enter upon the development area with all necessary vehicles plant equipment and the like.

STAGING OF DEVELOPMENT

11.

- (a) Unless and to the extent otherwise approved by the Council, the applicant shall carry out the development in stages set out in accordance with a revised staging plan (required as a consequence of the new concept plan), contained in the Fourth Schedule hereto.
- (b) The applicant shall submit detailed subdivisional proposal plans and an application for approval to subdivide pursuant to the Local Government Act 1936-1982 for the land comprised or to be comprised in each successive stage of the development at intervals of not more than one (1)

[Handwritten signature] *G.M. Lock*

year and for the final stage not later than the 30th June, 1992 or such extended date as may be agreed to in writing by Council.

- (c) The applicant shall complete each stage of the development within the required completion period for that stage.
- (d) The required completion period for each stage (other than the final stage) shall be the period of 18 months from the date of submission to the Council of the final subdivisional proposal plans for the stage, enlarged by such extensions of time as are allowed by the Council pursuant to sub-clauses (e) and (f) of this clause.
- (e) The required completion period for the final stage of the development shall be three (3) years from the date when the last of the approvals, consents and permits necessary to enable that stage (or the works comprised therein) to be carried out, was obtained.
- (f) Any of the foregoing time limitations may be extended by mutual agreement and in considering any application in this behalf the Council will give due weight to the existence of inclement weather, legal proceedings between the applicant and third parties relating to or arising out of the development, and any other factors not reasonably within the control of the applicant.

12. The Council shall not be obliged and may refuse to approve the detail subdivisional proposal plan in respect of a stage if:-

- (a) The Council reasonably considers that the applicant has not completed, or will not be able to complete, a preceding stage before the end of the required completion period for that stage;

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- (b) The applicant has substantially failed to comply with any condition of approval imposed by the Council in respect of a preceding stage; or
- (c) The applicant has substantially failed to comply with a covenant or agreement on its part to be performed or observed and herein contained or implied.

TRANSFER OF SHIRE LAND

13.

- (a) The Council agrees to sell and the Applicant agrees to purchase from the Council the Shire Land.
- (b) The purchase price shall be the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) which shall be paid by the applicant to or as directed by the Council or its solicitors no later than one (1) year from the date of this deed.
- (c) Within seven (7) days of the execution by the parties of this deed the Applicant will obtain at the Applicant's own cost and expense in favour of the Council and in a form approved by the Council and will deliver to the Council a bond by a registered bank or other financial institution approved in writing by the Council providing for payment to the Council by the obligor of the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) in the aggregate or so much thereof as shall be owing or payable by the Applicant pursuant to the provisions of sub-clause (b) hereof forthwith upon receipt by the obligor of a certificate signed by the Shire Clerk or Deputy Shire Clerk for the time being of the Council that a sum of money to be set out therein is payable by the Applicant to the

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Council pursuant to the provisions of the said sub-clause (b).

- (d) On the due provision of the security mentioned in sub-clause (c) and subject to the compliance by the Applicant with such of the provisions of this deed the time for performance of which has then fallen due the Council will at the request and cost of the Applicant sign and deliver all such transfers conveyances and other documents of title as are necessary to assure to the Applicant, or to a party or parties to be nominated by it, registration in due course of an unencumbered estate in fee simple of the Shire Land.
- (e) The provisions of the conditions of sale set forth in the standard form of contract for the sale of land promulgated by the Real Estate Institute of Queensland as the date hereof (including provisions for apportionment of income and outgoings) shall so far as the same are not inconsistent with the terms of these presents apply in respect of such sale and purchase.

LAND EXCHANGE WITH QUEENSLAND RAILWAYS

14. Where pursuant to the terms of an agreement dated the 26th August, 1987 between the Commissioner for Railways and the applicant, provision was made for certain parcels of land as indentified in that agreement to be transferred between the parties to that agreement, it is hereby agreed that:-

- (i) In the case of a transfer of land to the applicant, such land shall as and from the date of registration of that transfer in the Titles Office, Brisbane be deemed to be included in Part 2 of the First Schedule

W. G. M. Lock

hereto shall thereafter in every respect be subject to the provisions of this deed;

- (11) In the case of a transfer to the Commissioner for Railways of land which immediately prior to the transfer was land referred to in Part 1 of the First Schedule hereto, such land shall as and from the date of registration of that transfer in the Titles Office, Brisbane be deemed to be deleted from such Schedule and thereafter no longer be subject to the provisions of this deed.

RELEASE OF SECURITY

15.

- (a) In the event of the applicant performing and fulfilling the obligations works payments and contributions matters and things set forth and referred to in Clause 3 of this deed the Council shall certify in writing under the hand of the Shire Chairman or Shire Clerk to that effect to the applicant and immediately thereupon the security bond in clause 5 shall be discharged and an executed discharge of the security bond shall be delivered to the Applicant by the Council together with the security bond required under Clause 5.
- (b) In the event of the applicant performing and fulfilling the obligations and payments set forth and referred to in clause 13 of this deed the Council shall certify in writing under the hands of the Shire Chairman or Shire Clerk to that effect to the applicant and immediately thereupon the security bond in clause 13(c) shall be discharged and an executed discharge of the security bond shall be delivered to the Applicant by the Council together with the security bond required under clause 13(c).

NOVATION OF AGREEMENT UPON TRANSFER

16. The Applicant shall not sell, transfer or otherwise alienate the said land or any part thereof (other than in the ordinary course of entering into agreements to sell allotments which conform to a design approved by the Council and are shown on a registerable plan of survey for the subdivision of the said land consented to by the Council) prior to the performance and

fulfilment of the Applicant's obligations under this deed or any of them except subject to the condition that the purchaser, transferee or alienee shall:-

- (a) enter into a deed of novation of this deed with the Council whereby the purchaser, transferee or alienee becomes contractually bound to the Council to perform and fulfill the provisions of this deed or such of them as remain unperformed or unfulfilled by the Applicant at the time of such sale, transfer or alienation; and
 - (b) to secure to the Council the due performance and fulfilment of those provisions, obtain at its own cost and expense in favour of the Council and in a form approved by the Council a bond in accordance with the requirements of Clauses 5 and 13(c). *gml*
17. Until the proposed purchaser transferee or alienee executes the required deed of novation and furnishes the required security or in the event of a sale transfer or alienation being made otherwise than in compliance with Clause 14. *gml* *13* *may*
- (a) the Applicant shall remain liable for the performance and fulfilment of this deed as though no sale, transfer or alienation had taken place; and
 - (b) the Applicant shall perform and fulfil such of the Applicant's obligations under this deed as have not been performed and fulfilled forthwith or at such other time or times as the Council shall require notwithstanding that the time or times otherwise appointed for such performance and fulfilment shall not have then arrived.

ASSIGNMENT BY APPLICANT

18. The Applicant shall not assign either absolutely or by
- may* *g.m. for*

way of security the interests rights or obligations of the Applicant under this deed without the prior consent in writing of the Council provided that such consent will not be arbitrarily or unreasonably withheld should the proposed assignee be a financially responsible and reputable person or company and provided further that such consent need not be given by the Council if the Applicant is in default under this deed. Should the Council grant its consent to any assignment then in such case such consent shall be subject to compliance with the provisions of Clause 15 and the Council may impose conditions for the giving of such consent not inconsistent with the provisions of this deed.

GENERAL PROVISIONS

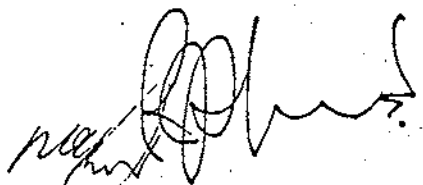
19. All designs and specifications for those works which the Applicant is obliged to carry out provide or do under or by virtue of this deed shall be prepared by the Applicant at its own cost and shall be submitted to the Engineer for the Council's approval thereof and, when necessary, the approval of any other authority or instrumentality having jurisdiction and required in that behalf. No such work shall be commenced by the Applicant before the Applicant has obtained the said approval or approvals in each and every instance.

20. All works which the Applicant is obliged to undertake carry out provide or do under or by virtue of this deed shall be undertaken carried out provided or done to the requirements and satisfaction of the Engineer and under his supervision and to the requirements and satisfaction of any other authority or instrumentality having jurisdiction in relation thereto and the

Applicant shall apply for and obtain any necessary approval for the carrying out of the works from such authorities or instrumentalities.

21. All conditions set out in the schedules relating to the time for performance or the order of doing any work shall be deemed to form part of this agreement as though each of the same were set forth herein and shall be binding upon the party to whom the same applies according to the tenor thereof.
22. The Applicant shall permit the Council and its members officers agents servants contractors and subcontractors and agents and servants of its contractors and subcontractors and other whether of the class just mentioned or not authorised by the Council at all times during the operation of this deed to enter into and upon the said land for the purposes of:-
 - (a) examining and inspecting the state and conditions thereof and any works or preparation therefor or the site thereof on the said land or on land adjacent thereto; and
 - (b) ascertaining whether the obligations of the Applicant under these presents or otherwise are being duly observed performed and fulfilled; and
 - (c) making good at the cost and expense of the Applicant any breach of such obligations or any defect in such works; and
 - (d) performing any works which the Council has agreed to perform.
 - (e) exercising the Council's rights under Clauses 8 and 9.

SETTLEMENT OF DISPUTES

 G. M. Locke

23. To the intent of ensuring that there is no want of certainty in this deed and to facilitate and expedite the recording of the agreement between the parties without herein incorporating full specifications or details of the acts and works agreed to be performed undertaken carried out executed provided or done or the amounts or contributions to be paid by either party, it is agreed that if either party shall allege or contend that the meaning or effect of any provision is uncertain and therefore to any extent void or of no effect or unenforceable then the alleged or contended matter of doubt or uncertainty shall be by agreement of the parties on the written reference of either party, a copy of which reference is served on the opposite party, referred to the final decision of the Engineer who shall give his fair decision in writing on the matter of such alleged or contended doubt or uncertainty.

24. The function of the Engineer when determining a matter referred to him pursuant to Clause ²³ shall be to make certain by the terms of his decision what is contended to be doubtful or uncertain and in considering and giving his decision, the Engineer:-

(a) shall be acting as an expert and not as an arbitrator; and

(b) may, without limiting in any way the discharge of his function hereunder and the utilisation of his expert knowledge skill and experience, refer to and use his knowledge and experience of the Act, the Town Plan, the other by-laws of the Council, the terms of arrangements and agreements and conditions of approvals consents and refusals and reasons therefor and policy adopted from time to time by the Council generally in relation to

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[Signature] G.M. Lock

applications for rezoning or subdivision of land, and of the common or usual or other requirements or standards or any new or any variation in requirements or standards adopted or proposed from time to time of acts and works agreed imposed required performed undertaken carried out provided or done on or in relation or applicable to lands in the Shire and the development and use of such lands.

25. No action or proceedings in relation to such matter of alleged doubt or uncertainty shall be instituted by either party unless and until the matter shall have been so referred and the decision of the Engineer obtained and any decision of the Engineer under Clause ²³~~22~~ shall bind both parties and for all purposes be deemed to have formed part of and been incorporated herein as from the date of these presents and not to be a variation or alteration of the terms of these presents.

26. In the event that the Applicant considers any decision of the Engineer under Clause ²³~~22~~ to be unfair the Applicant shall be at liberty to apply to any Court of competent jurisdiction (to which the Council hereby submits) for the Court's determination upon any such alleged or contended doubt or uncertainty and the Court's determination shall be substituted for the ²³~~22~~ decision of the Engineer under Clause ~~22~~.

PAYMENT OF MONIES

27. All monies payable to the Council in pursuance of this deed shall be payable at the office of the Shire Clerk free from all deductions.

WAIVER

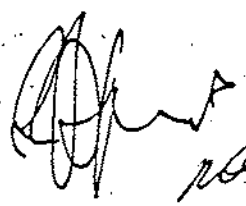
28. No waiver by the Council of any breach by the Applicant of any of the provisions of this deed shall be implied against the council or be otherwise effective unless the same shall be in writing under the hand of the Shire Clerk and no laches or delays by the Council at any time or times in enforcing any of its rights powers and the like hereunder shall prejudice or affect those rights or powers.

SERVICE OF NOTICE

29. Any certificate demand or notice by or from the Council to or upon the Applicant shall be sufficiently made given or served if left at or forwarded by prepaid post in an envelope addressed to the Applicant or any of them (where there are more persons or corporations than one comprising the Applicant) at his its or their or any of their addresses or places of business in Queensland last known to the Council and such certificate demand or notice if sent by post shall be deemed to have been made given or served at the time when in due course of post it would be delivered at the address to which it is directed whether or not it is actually received and in proving such service by post it shall only be necessary for the Council to certify to that effect under the hand of the Shire Clerk.

COSTS OF AGREEMENT..

30. The Applicant shall pay all costs on a solicitor and own client basis and all charges and expenses of and incidental to the negotiations for, preparation,

 G. M. Lock.
replied

execution, stamping and completion of this deed and all counterparts thereof and of the bonds referred to in Clauses 5 and 13 (c) together with all costs of advertisements required by law or otherwise to be made relating to the proposed amendment of the Town Plan.

31. Time shall in all cases be of the essence of the Contract.

dmh
pres
and

Gm. Lake
pres

FIRST SCHEDULE

PART 1 - SHIRE LAND

Title Reference Description

Vol 2018 Fol 143	Allotment 4 of Section 65
Vol 2018 Fol 144	Allotment 5 of Section 65
Vol 2018 Fol 153	Allotment 6 of Section 65
Vol 2018 Fol 154	Allotment 7 of Section 65
Vol 745 Fol 38	Allotment 7 of Section 66
Vol 2018 Fol 145	Allotment 8 of Section 66
Vol 416 Fol 74	Allotment 9 of Section 66
Vol 2018 Fol 146	Allotment 10 of Section 66
Vol 2018 Fol 149	Allotment 11 of Section 66
Vol 2018 Fol 157	Allotment 12 of Section 66
Vol 2018 Fol 156	Allotment 13 of Section 66
Vol 3524 Fol 100	Allotment 14 of Section 66

PART 2 - APPLICANT'S LAND

<u>Title Ref</u>	<u>Description</u>	<u>Area</u>
Vol 5919 Fol 107	Sub A of Allot 6 of Section 66 on R.P. 1702	468 square metres
Vol 5919 Fol 108	Allot 5 of Section 66 on R.P. 1702	2479 square metres
Vol 5738 Fol 216	Subs 5 & 6 of Allot 2 of Section 65 of R.P. 1700	990 square metres
Vol 5738 Fol 213	Allot 1 of Section 65 on R.P. 1700	2883 square metres
Vol 5738 Fol 214	Subs 1 & 2 of Allot 2 of Section 65 on R.P. 1700	809 square metres
Vol 5738 Fol 215	Subs 3 & 4 of Allot 2 of Section 65 on R.P. 1700	809 square metres
Vol 5738 Fol 217	Subs 7 & 8 of Allot 2 of Section 65 on R.P. 1700	907 square metres
Vol 4778 Fol 218	Lot 2 on R.P. 120626	26.1 p
Vol 4778 Fol 219	Lots 3 & 4 on R.P. 120626	1 acre
Vol 5025 Fol 23	Allot 3 of Section 21	4378 square metres
Vol 4513 Fol 2	Portion 18	35.4 p
Vol 4482 Fol 104	Lot 3 on R.P. 125064 with the benefit of easement D905616	1 rood 37.9 p
Vol 4371 Fol 35	Lot 1 on R.P. 120626	26.1 p

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Vol 4224 Fol 151	Allot 3 of Section 14 and Sub 2 of Allot 4 of Section 14 on R.P. 1681	1 acre 1 rood 26.7 p
Vol 4224 Fol 154	Sub 3 of Allot 5 and Resub 1 of Sub 3 of Allot 6 of Section 14 on R.P. 1681 and 59514	3 roods 12.6 p
Vol 4487 Fol 99	Lot 1 on R.P. 125064	24.7 p
Vol 4487 Fol 100	Lot 2 on R.P. 125064	28.1 p
Vol 3709 Fol 98	Sub 2 of Allot 5 & 6 of Section 14	2 roods 26.1 p
Vol 1432 Fol 108	Allot 9 of Section 65 4 p	2 roods
Deed of Grant		
Vol 775 Fol 177	Allot 8 of Section 65 3.8 p	2 roods
Deed of Grant		
Vol 775 Fol 185	Allot 3 of Section 65 16 p	2 roods
Certificate of Title		
Vol 6265 Fol 9	Allot 3 of Section 131 metres	1285 square

PART 3 - PROPOSED ROAD CLOSURES

- (a) the whole of Fison Parade
- (b) Freeth Street, from a line drawn connecting the South Western corner of Allotment 9 of Section 65 (being the land described 19thly in Part 2 hereof) with the North Western corner of Allotment 14 of Section 66 (being the land described 11thly in the 1st part hereof), eastwards to a line drawn connecting the South East corner of Allotment 5 on Section 65 (being the land secondly described in Part 1 hereof) to the North Eastern corner of Allotment 9 of Section 65 (being the land sixthly described in Part 1 hereof)
- (c) Haggup Street, from a line drawn connectin the South East corner of Sub A of Allotment 6 on Section 66 (being the land firstly described in part 2 hereof) with the South Western corner of Reserve 254 on Section 56 (being part of the Development Lease land) Northwards to its junction with Fison Parade.

SECOND SCHEDULE

DEVELOPMENT SPECIFICATION

1. PUBLIC LANDS

There shall be no interference with public usage of public lands included within the lease area until necessary in connection with the development of the stage in which such lands form part.

2. LAYOUT

- (a) The layout shall be generally as per the Concept Plan prepared by the Hulbert Group and supporting plans deposited with the Council, dated December 1986, as revised 11th September, 1987, unless otherwise required or agreed in writing by the Council.
- (b) Areas illustrated as being used for Medium Density Residential Development are to be used only for medium density residential development (at a density not exceeding 100 persons per site hectare) unless otherwise agreed in writing by the Council.
- (c) The Council reserves the right to vary any or all of its requirements in connection with the approval of any proposed amendment.

3. HARBOUR CONCEPT

The proposed Comprehensive Harbour Village commercial area (Raby Bay concept - Harbour) on the concept plans represents a necessary and integral component of the overall canal development proposal and is the basis for consideration of a western access canal. *Interfused by new Harbour (the cable) - ??*

Accordingly, while recognition is given to the conceptual nature of "Harbour Concept Plan" it is a requirement in the future detailed design that provision be made for the following:- *Integration with the existing land in Park*

1. Public water orientated passenger facilities for a variety of users which provide for a terminus to complement Cleveland's bayside location and Railway Station.
2. Integration of Harbour Village commercial facilities with the balance of the Cleveland Town Centre, and maintenance of views corridors from the township.
3. Integration of the Harbour Village with the Railway Station transit centre.
4. Variety of component areas such as tavern, chandler facilities, marine orientated commercial facilities, fish market, yacht club or similar, restaurants or other similar uses which contribute to making the Harbour Village a unique vibrant tourist and marine orientated facility.
5. Provision of public access between all component areas within the Harbour Village and to adjacent areas where public usage is envisaged or entitled. *(Public walking way all way around the marina with 2.5m - 3m wide)*

6. It shall be a requirement that public pedestrian access is maintained as an extension of the pedestrian movement system through the harbour orientated commercial area, the railway station and areas to the west.
7. Provision of a public mall to the water representing an extension of Bloomfield Street, and provision for a public area to the east of this Bloomfield extension along the water frontage between the harbour park and commercial areas, and west for a distance of 20 metres.
8. Provision for the maintenance of public access within and between all major component areas along the proposed boardwalks fronting the harbour.

4. ALLOTMENT SIZES

- (a) All allotments with canal frontage shall have a minimum area of 750m² exclusive of access strips; 50% of such allotments to have a minimum area of 800m². Council's normal subdivisional requirements in relation to shape, frontage, etc. to be complied with.
- (b) All dry blocks shall comply with Council's normal subdivisional requirements in relation to size, shape, frontage, etc.

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5. PARK AND RECREATION AREAS

- (a) The Raby Bay Development Plan incorporates a smaller fully developed parks system that features integrated recreation and open spaces throughout the project rather than undeveloped open space as previously agreed. A variety of park areas are proposed that cater to different park users. The ideas presented are intended to reflect the character and major uses of each park and therefore will require further planning and discussion with Redland Shire Council staff. It is proposed that after the general principles of the parks and open space concept are approved by Council, more detailed park development plans will be prepared and submitted to Council which shall indicate all structures, pathways, cycleways, basic lighting and other services. All improvements are to be designed on the basis of high durability and low maintenance cost. It is intended that parks will be completed at the same time as the adjoining development.

WESTERN FORESHORE PARK

Design Intent: To provide an open space park for passive activities that also acts as a buffer between the existing and planned residential neighbourhoods.

*Raby Estate Sub
Committee
Meeting 4/10/18*

G.M. Lock
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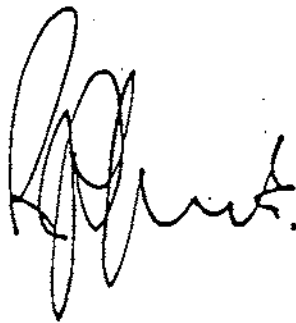
Park Function: The Western Foreshore Park is intended to be used primarily by local residents from the existing neighbourhood and those residents from the Western Residential Development and waterfront villas. The park has been planned to take advantage of the views of the western channel and Raby Bay and will encourage passive uses such as walking, jogging, viewing, sitting, and fishing.

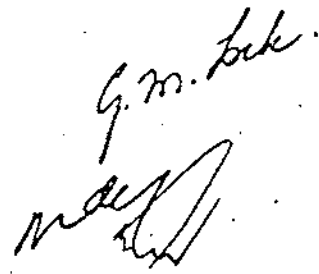
Performance Criteria: The major design criteria for the park are summarised as follows:

- buffer planting along Raby Esplanade;
- seating areas to overlook the western channel and Raby Bay;
- a large open central area with limited landscaping;
- angle parking on Raby Esplanade for approximately 20 vehicles including the provision of kerb and channel;
- a perimeter walkway and cyclepath to approved standards around the northern portion of the park that extends through to the southern area;
- a lookout gazebo that acts only as a landmark facility; and
- a small beach suitable for swimming.

NORTHERN FORESHORE BEACH PARK

Design Intent: To provide a family-orientated destination park with full day use amenities that features the beach and adjacent areas.

Max Kane Drive


G.M. Luk


Park Function: The Northern Foreshore Beach Park is proposed as one of the major public amenity park areas within the Raby Bay development for the benefit of the Shire population. It will cater to both passive and active uses and will include a number of amenities that serve these uses. The park will also be a continuation of the proposed walkways and cycle paths throughout Raby Bay. The park is planned to attract a variety of users including visitors to the village centre, residents from the Shire, as well as locals from Raby Bay.

Performance Criteria: The major design criteria are summarised as follows:

- three swimming beaches in front of the public foreshore with a minimum width of foreshore to be 30 metres with three additional swimming beaches in front of private allotments;
- a centralised parking area that is well buffered with trees and landscaping for approximately 80 vehicles;
- angled on-street parking for 100 vehicles;
- landscaping along the streets that face the park;
- two barbecue areas including 4 electric barbecues in each with facilities that are orientated around a common open space area;
- the provision of toilets and shower facilities as provided for elsewhere in this agreement;
- a perimeter walkway and cycle path with lighting to approved standards;
- a children's playground adjacent to one of the picnic areas;
- a structure to facilitate viewing at the second entrance channel.

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G. M. Lock
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EASTERN FORESHORE BEACH PARK

Design Intent: To act as a secondary public orientated park with day use amenities that feature the beach and adjacent sporting areas. : *handwritten: + toilets + change facilities*

Park Feature: The Eastern Foreshore Beach Park is planned to have a major public focus and to attract those users who wish to experience either the beach environment or participate in organised sporting activities. The park will attract users from the adjacent neighbourhoods, local residents, and day visitors to the Harbour Village.

Performance Criteria: The major design criteria that should be incorporated in the detailed design of this park include:

- a swimming beach facing the bay;
- a recreation area south of Paxton Street with a minimum width of 50 metres from the beach to the canal;
- off-street parking area for 60 vehicles;
- angled on-street parking for 60 vehicles;
- buffer landscaping along the street that faces the park and activity areas;
- a barbecue area including 4 electric barbecues;
- a children's playground between the BBQ area and the playing fields;
- footpaths to approved standards;

The park design shall be modified to provide not less than 40 metres park width adjoining Cross Lane and to provide for cycleway access through this area. The redesign will involve changes to the allotment layout and may reduce the park frontage to the canal.

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MASTHEAD STREET CYCLEPATH

Design Intent: To provide a continuation of the walkways and cyclepaths throughout the open space system.

Park Function: The Masthead Street cyclepath will act as an extension of the proposed walkway and cyclepath system for Raby Bay that will allow residents and visitors to walk, jog and cycle throughout the area. This park system will include landscaped buffers to ensure a complementary development with the adjacent residential neighbourhoods.

Performance Criteria: The major design criteria for this park are summarised as follows:

- the parkway should act as a formal edge to Masthead Drive;
- landscaping will provide a buffer between residential areas A and B;
- walkway and cyclepath with lighting to approved standards to be located within the centre of the parkway;
- a small park containing a jetty/boardwalk suitable for use by the general public for fishing and sight-seeing shall be provided at the northern end of the Residential B development.

SHORE STREET - NORTH STREET LINEAR PARK

Design Intent: To provide a continuation of the walkway and cyclepath system.

Park Function: The Shore Street - North Street Linear Park will encourage cyclists to continue on their journey through Raby Bay and as well as, to provide residents and locals with the opportunity to use an exercise path through the park. The park is expected to be used primarily by residents from adjacent neighbourhoods although some visitors are likely. It's major orientation will be for active recreation.

Performance Criteria: the major design criteria for this park, are summarised as follows:

- provision of combined cyclepath, footpath with fitness *stations* and with starting/finishing area on the western area overlooking the canal;
- limited seating on the water's edge;
- retention of trees on North Street; 3 big trees;
- buffer landscaping along the park's edges adjacent to the residential areas;
- provision of continuous cyclepath/footpath with lighting from Harbour Park to Eastern Foreshore Park;
- provision of a jetty/boardwalk at Ross Creek together with parking for 20 vehicles;
- provision of a picnic area and playground equipment.

HARBOUR PARKS

Design Intent: To provide a large open space area that acts as a buffer zone between the commercial areas of the Harbour Village to the west and the residential neighbourhood to the north and integrates with the commercial precinct.

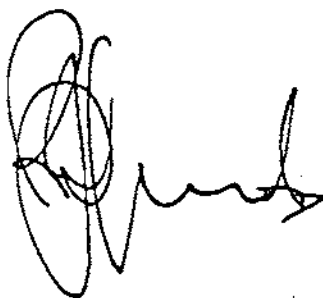
Park Function: The main park is intended to provide a passive open space for non-programmed uses such as lunchtime picnics, sitting, reading and sunbaking. The area could also be used for a limited number of special events held throughout the years such as craft fairs, concerts and exhibitions. Users of the park will be, primarily visitors to the Harbour Village, local staff from nearby businesses at lunch hour, and residents for organised events. The design for the adjoining marine-orientated commercial precinct will include proposals for the treatment of public areas, boardwalks and car parks generally in accordance with the concept plan.


Submitted
12/11/84
Harbour
Foreshore

G. M. Lock
12/11/84

Performance Criteria: The major design criteria for these parks are summarised as follows:

- a large open green area that creates a sense of enclosure but allows views of the water from Shore Street and that gradually slopes from the southeast down to the northwest;
- provision of a berm and landscaping around the southern and eastern sides of the park;
- parking limited to angled parking in Masthead Drive since this park is not considered to be a destination area;
- connecting pathways and cycleway with lighting to approved standards that connects to the Masthead Street cyclepath and walkway system;
- public toilets to be provided as part of the commercial development but also serving the park;
- provision of a public jetty/boardwalk suitable for fishing in the western bay of the harbour;
- provision for filling and drainage of the area north of the railway unless otherwise agreed by Council;
- the revetment and superstructure of all boardwalks to be constructed in durable, low maintenance materials and where such structures will be in public ownership the substructure and deck supports to be constructed in reinforced concrete unless otherwise approved by Council.



G.M. Luk


(b) All parks and recreation areas, including Shore Street and the Railway (Reserve) shall be developed by the Applicant to the following standards:-

(i) A minimum slope to surface of 0.25%

(ii) A minimum 75mm surface loam required

(iii) Park and recreation areas are to be fertilised grassed and fully landscaped to the requirements of Council and to be maintained until grass and plantings are established.

(c) Full road construction, including kerb and channelling, shall be constructed by the Applicant to the frontage of all parks, except the north-western alignment of North Street and the western alignment of Shore Street.

(d) Areas to be surrendered as parks are those shown on the Concept Plan.

6. BEACH AREAS AND ROCK PROTECTION

The applicant shall establish Beaches generally as shown on the Concept Plan to the satisfaction of the Redland Shire Council and the Department of Harbours and Marine.

Rock groynes and foreshore protection rock walls shall be built to approved designs and specifications. Groynes shall be to a design suitable for maintenance by tracked mechanical equipment. Legal access shall be provided through private property not less than 6 metres wide to each groyne except the canal entrance groynes to which access shall be by land dedicated to the Crown with Council as trustee unless Council agrees otherwise.

*Specified to be
done. High
water mark
indicated by rough
line.*

G.M. Lock
[Signature]

7. CAR PARKS*Boat Ramp*

The applicant shall construct additional car parking facilities adjacent to the William Street boat ramp in general accordance with an approved layout.

- (1) All car parking facilities shall be completed within twelve (12) months of the date of this deed.

8. AMENITIES

The applicant shall make the following contributions to the Council:

- LS*
SmL
any
JK
LS
SmL
any
- Total
(a) ~~xAn~~ amount of \$135,000, indexed in accordance with the C.P.I. Index commencing from the date of granting of the development lease in addition to amounts already paid shall be paid to Council for the construction of ^{any} dressing and toilet blocks. In lieu thereof works to equivalent value may be constructed by agreement with Redland Shire Council to provide ^{any} dressing and toilet blocks in accordance with this agreement.

Signature

G. M. Lock
Signature

Stage 6 - ...

- (c) The cash contribution set out above shall be paid to Council within six (6) months of the Council giving notice in writing to the Land Administration Commission of its consent to the plan of subdivision relating to the stage adjacent to the proposed amenities or within 6 months of the date of Council notifying the applicant in writing that Council requires payment of the said contribution, whichever is the earlier.
- (d) The Council shall construct the relevant facility within twelve months of receipt of the appropriate payment.
- (e) If any external condition or any improvement condition relating to previous stages has not been completed by the Applicant, then the Council may in its absolute discretion withhold its consent to a plan of subdivision for any subsequent stage.
- (f) In addition the Applicant will on or before 31st December in each year pay to the Council a cash contribution for amenities purposes amounting to one per cent of the total value of Completed Sales of residential or medium density residential allotments in the Development Area by the Applicant or a person acting on its behalf as shown on the form V.G.1 "Notification by Change of Ownership" during the financial year ending on the previous 30th June, (not including any bona fide second or subsequent sale in that or any subsequent year), which contribution shall be expended by Council upon works sited within one (1) kilometre from the perimeter of the area to be developed by the Applicant hereunder. In the event that the Applicant develops or erects any building or structure on any allotment prior to its sale the value for the purposes of calculating the cash contribution in respect of that allotment shall be the unimproved capital value thereof at the date of sale.

JK 16/11/04

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9. ROADS

The applicant shall construct all roads in accordance with Council's By-laws and subdivisional policies and to the satisfaction of the Redland Shire Council. This includes the provision of ornamental footpath trees and the relocation of all services where required.

(a) SHORE AND NORTH STREETS

The Applicant shall construct a bitumen sealed road in Shore Street and North Street for the whole of the distance between Nelson Street and Wharf Street and such road shall consist of the following:

- (1) a 10 metre wide bitumen sealed road pavement, designed to Council standards for arterial roads, kerbed and channelled on the northern side and median kerb on southern side, if required by Council, with all work being to Council's satisfaction.

The road shall be constructed to an approved cross section and will be located generally on the northern portion of the Shore Street road reserve.

- (11) The applicant shall fill low areas in Shore Street including Railway Reserve between Nelson and Wharf Streets to a minimum level of R.L. 2.4m on Australian Height Datum and, where the land-owners concur, shall fill such privately owned allotments that bound Shore Street on the areas nominated on the southern side so that the road leads naturally to the contours of the land to its southern side and the Applicant shall undertake that such access as private land-owners to the south of Shore Street now have is either improved or maintained at the present standard.

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- (iii) The Applicant shall construct a bridge across Ross Creek with a road width of 8.5 metres, plus a footpath of 1.2 metres on the northern side of the carriageway.

The substructure shall be constructed so as to accommodate future widening and the superstructure will be designed to facilitate future widening.

The bridge across Ross Creek shall be completed by the Applicant within twelve (12) months of the practical completion of the first stage on the eastern side of Ross Creek, and security in the amount of \$150,000 shall be lodged prior to Council placing the works "on maintenance" for the first stage on the eastern side of Ross Creek to ensure this.

- (iv) The applicant shall construct major channelised intersections at the following road junctions:-

- (a) Shore and Passage Streets ✓
(b) Shore and Wynyard Streets ✓

The applicant may be required to undertake the partial development of the intersection of Waterloo and Shore Streets. However, this could be dependent on the stage construction.

- (v) The applicant shall construct all cross-street and longitudinal drainage within the road reserves.

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- (vi) The staging of the construction of Shore Street shall be to the satisfaction of the Redland Shire Council and shall be at least as extensive as the adjacent stage being constructed and shall include all permanent intersections and connections deemed necessary by Council, and any temporary connections considered necessary by Council to ensure satisfactory traffic movement for each stage of development.

(b) WYNYARD STREET

The applicant shall improve Wynyard Street between Shore and Middle Streets by the construction of a twelve metre wide bitumen sealed pavement with kerb and channelling on both sides.

(c) BLOOMFIELD STREET

The Applicant shall improve Bloomfield Street south of Shore Street by the construction of a twelve metre wide bitumen sealed pavement with kerb and channelling for a distance of twenty metres south of the southern alignment of Shore Street.

(d) BAINBRIDGE STREET

The applicant shall construct Bainbridge Street east of Nelson Street, to complete a 10 metres wide bitumen sealed pavement with kerb and channelling on both sides.

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(e) PAXTON STREET

The Applicant shall construct Paxton Street west of Shore Street by the construction of a twelve metre wide bitumen sealed pavement with kerb and channelling on both sides within a 22 metres wide reserve together with a 1.8 metres wide cyclepath on the southern footpath to the eastern foreshore park.

(f) WHARF STREET

The applicant shall construct Wharf Street north of North Street by the construction of a twelve metre wide bitumen sealed pavement with kerb and channelling on both sides.

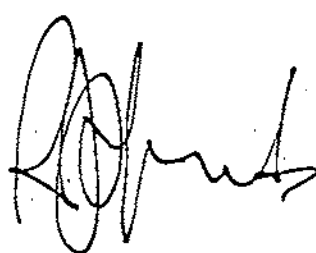
The intersection of North Street and Wharf Street shall be constructed to provide adequate safety for traffic and shall be channellised if requested by the Redland Shire Council.

(g) NELSON STREET

The Applicant shall construct Nelson Street by the construction of a twelve metre wide bitumen sealed pavement between Horatio and Bainbridge Streets. Kerb and channelling shall be provided along the entire eastern boundary of Nelson Street and on the western boundary between Shore and Freeth Streets.

(h) CHANNEL STREET (Applicable if Old Saw Mill included in development)

The Applicant shall construct a 10 metre wide pavement with kerb and channelling adjacent to the development and a 7.5 metre wide bitumen sealed pavement connecting to Middle Street.

G. M. Lock


(i) HORATIO STREET

The Applicant shall construct Horatio Street between Nelson Street and Gordon Street to provide a 9 metres wide bitumen sealed pavement with kerb and channelling on the northern side and full underground drainage. The pavement shall be of a standard suitable for predicted traffic.

(j) LITTLE SHORE STREET

The Applicant shall construct Little Shore Street between Paxton Street and the development to provide a 10 metres wide bitumen sealed pavement with kerb and channel on both sides and a 1.8 metres wide cyclepath on the eastern side and full underground drainage.

(k) RABY ESPLANADE

The Applicant shall construct Raby Esplanade between Cowley Street and Dundas Street to provide kerb and channelling on the eastern side a 10 metres wide bitumen pavement, parking as provided for elsewhere in this agreement and full underground drainage.

- (l) All internal roads shall be bitumen sealed gravel pavements in accordance with the Redland Shire Council standard for urban roads. All internal cul-de-sacs, internal roads, foreshore collector roads, Shore Street collector roads and connecting roads shall be kerbed and channelled on both sides. All internal roads shall be to the following widths between kerbs:-.

- | | | |
|------|--|-----------|
| (i) | Cul-de-sacs (providing access for less than thirty allotments) | 8 metres |
| (ii) | Cul-de-sacs (providing access for more than thirty allotments) | 10 metres |

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 G.M. Lock
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- (iii) Shore Street service roads or collector roads
10 metres
- (iv) Foreshore collector roads 12 metres
- (v) All connecting roads to Shore Street and North Street
12 metres
- (vi) All cul-de-sac bulbs shall be to a design
satisfactory to Redland Shire Council.
- (vii) Business collector roads 13 metres

10. ELECTRICAL

- (a) The Applicant shall provide underground electrical reticulation to the whole of the development.
- (b) The Applicant shall provide underground electricity up to the perimeter of all public reserves and one point will be provided at a distance of up to twenty metres into each reserve or to each required amenity.
- (c) Street lights shall be provided by the Applicant in accordance with Council subdivision of land by-laws.

11. DRAINAGE

- (a) The Applicant shall provide all underground drainage in accordance with Council's By-Laws and to the satisfaction of the Redland Shire Council. Drainage discharge shall be below low water and shall not be a boating hazard or cause erosion.

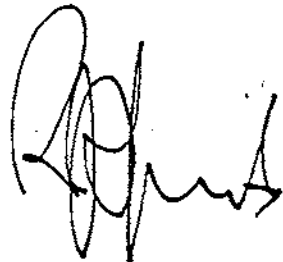
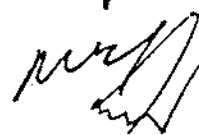
[Handwritten signature] G.M. Lock
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- (b) The Applicant shall improve the outlet from Ross Creek by the removal of mangroves between Shore Street and Middle Street. Scour protection shall be provided between Ross Creek and the commencement of the canal estate if required by the Redland Shire Council.
- (c) The development shall be designed to carry the full run-off from a fully developed urban Ross Creek Catchment from a 2% probability storm.
- (d) The Applicant shall locate the southern end of the western channel to drain adequately and practically the Black Swamp.
- (e) The Applicant shall install underground drainage to connect the southern alignment of Shore Street to the proposed canal and adequate easements should be provided for this purpose.

The inlet of the drainage structure shall be constructed so that the Black Swamp is not drained.

12. WATER

- (a) The Applicant shall provide water reticulation mains to all allotments in accordance with Council's normal subdivisional policy and to the satisfaction of the Redland Shire Council.

 *G.M. Lock*


- (b) A water augmentation charge of \$200 per allotment and \$4,000 per hectare for medium density development shall be paid in cash by the Applicant prior to the Council being required to notify the Land Administration Commission of its consent to the applicable plan of subdivision.
- (c) An additional water augmentation charge of \$45,000 shall be paid by the Applicant in cash to the Council placing the works for Stage 2 "on maintenance". This amount shall be indexed in accordance with the C.P.I. Index, commencing from the date of granting of the development lease.
- (d) An additional water augmentation charge of \$45,000 shall be paid to the Council prior to the Council being required to notify the Land Administration Commission of its consent to the applicable plan of subdivision for the second stage constructed east of Ross Creek. This amount shall be indexed in accordance with the C.P.I. Index commencing from the date of granting of the development lease and shall be paid by the Applicant in cash to the Redland Shire Council.

13. SEWERAGE

- (a) Sewerage reticulation mains shall be provided to all allotments by the Applicant in accordance with the Redland Shire Council's normal subdivision policy, and to the satisfaction of the Redland Shire Council.
- (b) A sewerage augmentation charge of \$400 per allotment and \$8,000 per hectare for medium density development shall be paid in cash to the Redland Shire Council by the Applicant prior to the Council being required to notify the Land Administration Commission of its consent to the applicable plan of subdivision.

City-Project
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for costs -
Tom Mayes
to Commission

G.M. Lock
[Signature]

- (c) The existing trunk main in Shore Street between Waterloo Street and Fitzroy Street is an approved discharge point. All pump stations and mains necessary to convey sewerage to this area shall be provided by the Applicant.

14. RECLAMATION

- (a) The minimum reclamation level for all allotments shall be R.L. 2.4 metres on Australian Height Datum and the minimum slope on each allotment shall be 0.5%. The minimum kerb level at low points for drainage shall be R.L. 2.1 metres.
- (b) The minimum level of the foreshore reserve on the seaward side shall be R.L. 2.8 metres on Australian Height Datum although this level may be higher if further protection against storm surge is required.
- (c) The minimum width of the foreshore in the Northern Foreshore Park shall be 30 metres from the beach retaining wall to the road boundary. The Eastern Foreshore Park width shall be 50 metres from the beach retaining wall to the canal retaining wall provided that this requirement may be modified by agreement if this part of the development is redesigned.
- (d) All filling on allotments shall be constructed and consolidated to provide a satisfactory building foundation and the minimum floor level acceptable in this development shall be R.L. 2.8 metres on Australian Height Datum.

All allotments shall be designed so that the major portion of each allotment is self-draining towards the kerb and channelling.

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15. LIMITED ACCESS

There shall be a limitation of access from all residential and commercial developments on to Shore Street and North Street.

16. GENERAL ENGINEERING REQUIREMENTS

- (a) The general layout of the canal development, the details of the foreshore protection and the revetment walls shall be subject to the approval of the Department of Harbours and Marine and the Redland Shire Council. The Applicant shall submit all reports, studies or investigations which may be required by the Department of Harbours and Marine or the Redland Shire Council to assist those authorities to determine standards of design submitted for approval.

The staging, the method of construction, the use of site materials, the type of foreshore protection, the revetment wall design, the lining of the canal sides of any special canal protection shall be subject to the approval of the Department of Harbours and Marine and the Redland Shire Council.

In consideration of design proposals for canal revetments the following requirements are to be followed unless otherwise approved by Council:

- (1) there shall be a clearly defined boundary of legal responsibility for maintenance purposes between the private owner and Council.
- (2) the area between high water (1.1 metres on A.H.D.) and maximum high water (1.6 metres on A.H.D.) shall be constructed in concrete to prevent the burrowing of rats, the breeding of sandflies and the growth of plants.

- (iii) the slope of the canal shall not exceed 1 in 3 to provide an adequate factor of safety against slope failure due to unforeseen circumstances and shall be protected to minimum low water by a rock revetment.
- (b) The Applicant shall not commence construction of roadworks and services if settlement of the filled area is likely to cause damage to the roadworks or services.
- (c) The Minister for Lands may withhold the release of the Linen Plan if settlement of the filled area is likely to cause structural damage to an adequately designed dwelling.
- (d) The existing access channel plus any necessary extension and the proposed western access channel shall be excavated to - 4.5 metres on Australian Height Datum and shall be maintained to a level of - 3.5 metres on Australian Height Datum. Prior to Council acceptance "off maintenance" which shall be close to but not later than the date of acceptance "on maintenance" of works pertaining to the last stage of development of allotments the access channels shall be surveyed and shall be re-excavated if necessary to achieve a level not higher than - 4.5 metres on Australian Height Datum.
- (e) The foreshore of the development shall be maintained by the Applicant for the whole of the period of the development lease. All other works shall have a twelve month's maintenance period except the access channels which shall be maintained as per sub-clause (d).
- (f) Each stage of the development shall be designed to be protected from wave action during a storm surge.

17. GENERAL WORKS

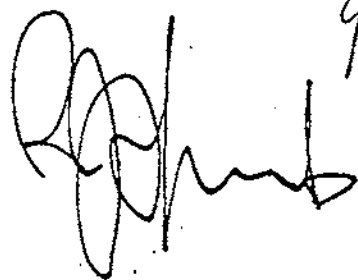

- (a) In respect of all works, working hours and hours of operation of plant shall be: Monday to Friday, 6 a.m. to 6 p.m., Saturday, 8 a.m. to 5 p.m., with no work on Sunday: or otherwise as may be determined by the Shire Engineer.
- (b) Pipe connections shall be installed between the ends of canals in such location and in such manner as shall be directed by the Council or it's Engineer.

18. GENERAL - LAND USE

Notwithstanding that Council approves in principle of the layouts contained in this agreement nothing contained herein shall imply approval for any land use requiring an application to the Council for the rezoning of land or the consent of Council until such application has been made and approval obtained.

In particular the indication of buildings on any layout plan shall not imply Council approval of such buildings other than the intent to use the land in question for uses compatible with the intent of the layout plan and this agreement.

Development of the land indicated for marine orientated commercial uses shall provide for the integration of such uses with the Cleveland railway station and pedestrian access to the railway station and Cleveland town centre.

G. M. Lock



IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

THE COMMON SEAL of CIVIC
PROJECTS (RABY BAY) PTY. LTD.
was hereunto affixed on the 26th
day of *November*, 1987
under the hands of RAYMOND
JOHN SPROATS Director and
GILLIAN MAY LOCK Authorised
Signing Officer and in the
presence of:-



[Signature]
A Justice of the Peace

THE CORPORATE SEAL of COUNCIL
OF THE SHIRE OF REDLAND was
hereunto affixed on the 27th
day of *November*, 1987
under the hands of MERVYN
ALFRED GEMRICH the Chairman
and ROBERT MACKIE the Shire
Clerk and in the presence
of:-

[Signature]
[Signature]

[Signature]
~~A Justice of the Peace~~
solicitors