

Our Ref: MCUI/49/2026
Your Ref: **//[Their Ref]//**

**COLIN
BIGGERS
& PAISLEY**
LAWYERS



Infrastructure Agreement

Planning Act 2016

**MCUI/49/2026 - 58 Timor Avenue Loganholme Infrastructure Agreement
(Stormwater Quality) 2026**

Logan City Council (Council)

//Name of Proponent// (Proponent)

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Part 1 Preliminary

Parties

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

Recitals

This document has been entered into for the following purposes:

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

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Part 2 Terms agreed by the parties

1. Introduction

1.1 Short title

This document may be referred to in accordance with the short title stated in **Schedule 1**.

1.2 Parts of document

This document comprises of the following:

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

1.3 Date

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

2. Interpretation

2.1 Definitions

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

Additional Council Infrastructure Contribution see **clause 6.5(b)**.

Additional Infrastructure Offset see **clause 6.5(a)(i)**.

Additional Infrastructure Refund see **clause 6.5(a)(ii)**.

Application means an application for an Approval.

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

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

Authority means a government, semi-government, Local Government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other entity or body with relevant power or authority.

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

Calendar Day means from one midnight to the following one.

Claim means in relation to a person, an allegation, debt, cause of action, liability, proceeding, representation, suit or demand of any nature at law or otherwise made against the person concerned however it arises, whether present or future, fixed or unascertained, actual or contingent.

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

Completion means the stage in the provision of a matter by a Proponent when the Council is satisfied that the matter is complete other than for a minor omission and a minor defect which:

- (a) is not essential;
- (b) does not prevent the matter from being reasonably capable of being used for its intended purpose;
- (c) the Council determines the Proponent has a reasonable basis for not promptly rectifying; and
- (d) the rectification of which will not prejudice the convenient use of the matter.

Completion Security means a Security or part of a Security provided to the Council to secure the Completion of the performance and fulfilment of a Development Obligation to enable the Approval of a Plan of Subdivision, the start of a use of premises or other matter under the Planning Act.

Example – A Completion Security may be provided to secure the Completion of a Work Contribution to enable the Approval of a Plan of Subdivision.

Council means the Local Government stated in **Schedule 1**.

CPI means the following:

- (a) the 6401.0 - Consumer Price Index; Index Numbers All Groups CPI Brisbane; Series ID:A2325816R, published by the Australian Bureau of Statistics;
- (b) if the index in paragraph (a) is suspended or discontinued and another index is substituted by the Australian Statistician, the substituted index;
- (c) if there is no index under paragraph (b), the general inflation rate in Australia as used by the Commonwealth Treasury Department for the relevant period.

Dealing means to sell, transfer, assign, mortgage, charge (other than by way of a fixed and floating company charge), secure, encumber (other than by way of an easement) or otherwise deal with the matter for which the term is used on or after the Commencement Date.

Developable Lot means an Initial Lot or a Subsequent Lot which is not a Developed Lot.

Developed Lot means a lot forming part of the Development Land which:

- (a) is a Serviced Lot; and
- (b) is not intended to be the subject of:
 - (i) an Application for a material change of use; and
 - (ii) a further reconfiguring a lot.

Development Entitlements means the entitlements for the development of the Development Land in a Prescribed Approval.

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

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Development Obligation means an obligation under this document to be performed and fulfilled by a party or a person under this document.

Dispute Notice means a Notice given under **clause 12.2**.

Existing Approval means the development approval, infrastructure charges notice and Prescribed Infrastructure Charges Notice, if any, stated in **Schedule 3**.

Financial Contribution means the provision of a monetary sum for infrastructure.

Force Majeure means an event:

- (a) being a Commonwealth or State government decree, an act of God, industrial disturbance, act of public enemy, war, international blockade, public riot, lightning, flood, earthquake, fire, storm or other physical or material restraint;
- (b) which is not within the reasonable control of the party claiming Force Majeure; and
- (c) which could not have been prevented by that party exercising a standard of knowledge, foresight, care and diligence consistent with that of a prudent and competent person under the circumstances.

GST has the meaning in the GST Act.

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

Indemnified Cost see **clause 21.4**.

Infrastructure Charge means a charge for infrastructure levied under an Infrastructure Charging Instrument.

Infrastructure Charging Instrument means a law or an instrument made under a law by an Authority for the levying of an Infrastructure Charge.

Infrastructure Contribution means a contribution for infrastructure which may be in the form of the following:

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

Infrastructure Contributions Schedule means the schedule of Infrastructure Contributions, if any, in **Schedule 4**.

Infrastructure Offset means an Infrastructure Contribution which may be offset against a Financial Contribution.

Infrastructure Planning Instrument means a law or an instrument made under a law by an Authority for the planning of infrastructure.

Infrastructure Standard means a standard, policy or procedure for infrastructure specified by the following:

- (a) Australian Standards Limited;

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- (b) a manufacturer;
- (c) an Approval Authority;
- (d) the Building Code of Australia which applies in the State of Queensland, for building work;
- (e) a Planning Instrument;
- (f) an Infrastructure Charging Instrument;
- (g) an Infrastructure Planning Instrument;
- (h) an Approval;
- (i) a law;
- (j) this document.

Initial Lot means a lot comprising the Development Land at the Commencement Date.

Land Contribution means the provision of land including an easement for infrastructure.

Local Government has the meaning in the Local Government Act.

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

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

- (a) commences when the Council is satisfied the Work Contribution has reached Completion; and
- (b) ends at the expiry of the following:
 - (i) 12 months or such other period stated in an Approval or this document (**Prescribed Period**);
 - (ii) if any part of the Work Contribution requires the rectification of a defect during the Prescribed Period (**Defective Part**), a further Prescribed Period in relation to the Defective Part of the Work Contribution from the date when the rectification has been performed and fulfilled to the satisfaction of the Council.

Maintenance Security means a Security or part of a Security provided to the Council to secure the maintenance of a Work Contribution.

Example - A Maintenance Security may be provided to secure the maintenance of a Work Contribution during the Maintenance Period.

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

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

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Notice means a document to be given by a party or a person under this document.

Overdue Amount see **clause 19.5(a)**.

Owner means for land the following:

- (a) the person for the time being entitled to receive the rent for the land;
- (b) the person who would be entitled to receive the rent for the land if the land were let to a tenant at a rent.

Payee see **clause 19.5(a)**.

Payer see **clause 19.5(a)**.

Performance Security means a Security or part of a Security provided to the Council under **clause 7.1** to secure the performance and fulfilment of a Development Obligation.

Plan of Subdivision means a plan however called for reconfiguring a lot, which under a law requires the Approval in whatever form, of an Approval Authority before it can be registered or otherwise recorded under that law.

Example – A Plan of Subdivision is commonly referred to as a survey plan.

Planning Act means the *Planning Act 2016* (Qld).

Planning Change has the meaning in the Planning Act.

Planning Instrument means a law or an instrument made under a law by an Authority applicable to the planning and development of the Development Land.

PPI means the following:

- (a) the 6427.0 - Producer Price Index; Index Number 3101 Road and Bridge Construction Queensland; Series ID:A2333727L, published by the Australian Bureau of Statistics;
- (b) if the index in paragraph (a) is suspended or discontinued and another index is substituted by the Australian Statistician, the substituted index;
- (c) if there is no index under paragraph (b), then an index which in the Council's reasonable opinion is similar to the index in paragraph (a).

Prescribed Application means the Application, if any, stated in **Schedule 3**, and includes a document submitted for the Application before the determination of the Application.

Prescribed Approval means the following Approvals including any changes to the Approvals under the Planning Act:

- (a) a Requested Approval which has taken effect under the Planning Act;
- (b) an Existing Approval.

Prescribed Approval Conditions means the conditions for an Approval of the Prescribed Application, if any, stated in **Schedule 3**.

Prescribed Development Obligation means a Development Obligation of a Proponent in respect of a Developable Lot.

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Prescribed Infrastructure Charges Notice means the following, if any, stated in **Schedule 3**:

- (a) an infrastructure charges notice for a Requested Approval;
- (b) a document in the form of an infrastructure charges notice which is intended to prevail over an infrastructure charges notice for an Existing Approval.

Prescribed Infrastructure Charging Instrument means the Infrastructure Charging Instrument in force at the Commencement Date.

Proponent means the proponent stated in **Schedule 1**.

Proposed Development means the development and ongoing use of the Development Land provided for in the Development Entitlements.

Public Emergency means an event which the Council determines in its absolute discretion is a serious risk to property or public health and safety and requires urgent action.

Reimbursable Cost see **clause 21.3**.

Requested Approval means the Approval of the Prescribed Application subject to the Prescribed Approval Conditions and Prescribed Infrastructure Charges Notice, if any, stated in **Schedule 3**.

Security means a surety provided to the Council under **clause 7**.

Serviced Lot means a lot forming part of the Development Land which is:

- (a) provided with the infrastructure and services necessary to enable its use in accordance with the Development Entitlements; or
- (b) subject to a Completion Security for the provision of the infrastructure and services necessary to enable its use in accordance with the Development Entitlements.

Special Conditions means the additional conditions, if any, stated in **Schedule 2**.

Subsequent Lot means a lot forming part of the Development Land which is not an Initial Lot.

Supplier see **clause 21.2(a)**.

Tax means the following:

- (a) a tax, levy, impost, deduction, charge or duty (including stamp and transactional duty) imposed under a law by an Authority, excluding GST, income tax, land tax or any other tax incurred in the ordinary course of the Council's operations;
- (b) any interest, penalty, fine and expense for a matter under paragraph (a).

Transferee means a person to whom the Proponent sells or proposes to sell a Developable Lot.

Vegetation means a tree, a bush, shrub, fungi, algae or other terrestrial or aquatic thing and includes a natural part of it or a thing naturally produced of, by or from it whether living or dead.

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Watercourse has the meaning given in the *Water Act 2000* (Qld).

Waters includes the following:

- (a) surface water, including water flowing in a Watercourse;
- (b) ground water;
- (c) the bed and bank.

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

Work Contribution means the provision of work for infrastructure.

2.2 Undefined word

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

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

2.3 References

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

- (a) a reference to a document, includes a consolidation, amendment, notation, supplement, replacement or variation of the document;
- (b) a reference to a law or a provision of a law, includes the following:
 - (i) the law and the common law including the principles of equity, of the Commonwealth, a State or a Territory;
 - (ii) a statutory instrument made or in effect under the law or the provision;
 - (iii) a consolidation, amendment, extension, re-enactment or replacement of the law or the provision;
- (c) a reference to a word in:
 - (i) the singular includes the plural; and
 - (ii) the plural includes the singular;
- (d) a reference to the word dollar or \$, is a reference to a dollar of Australian currency and an amount payable is payable in Australian dollars;
- (e) a reference to writing, includes a mode of representing or reproducing a word in tangible and permanently visible form and includes a facsimile transmission;
- (f) a reference to the word includes, or to an example or particularisation of a clause, does not limit the meaning of a word to which the clause relates to a matter of a similar kind;

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- (g) a reference to a word which is defined in this document, includes another part of speech or grammatical form of the word which is to have a corresponding meaning;
- (h) a reference to a party made up of more than one person, is a reference to all of those persons separately so that:
 - (i) an obligation of a party binds them jointly and each of them individually; and
 - (ii) a right of a party benefits them jointly and each of them individually;
- (i) a reference to a day is a Calendar Day;
- (j) a reference to a date on or by which an act is to be done is to be taken to be the next Business Day if:
 - (i) the date is not a Business Day; or
 - (ii) the act is done after 5.00 pm on the day by which the act is to be done;
- (k) a reference to a period of time which is to be calculated by regard to a day or an event, is to exclude the day or the day of the event;
- (l) a reference to the word land, includes the following:
 - (i) an interest or estate in, on, over or under the land;
 - (ii) the airspace above the surface of the land and an estate or interest in the land;
 - (iii) the subsoil of the land and an estate or interest in the subsoil;
 - (iv) a part or parts of the land;
 - (v) an estate or interest created for any of the above matters;
- (m) a reference to the word sell, includes transfer, dispose of and alienate but excludes a mortgage, licence, grant of an easement and a lease other than a lease for a term including renewal options exceeding 10 years;
- (n) a reference to a successor in title of land, includes the following:
 - (i) a person deriving title to the land through or under the Owner of the land;
 - (ii) a mortgagee which takes possession of the land;
- (o) a reference to a point is a reference to a point stated in a drawing;
- (p) a reference to a drawing is a reference to a drawing in **Schedule 5**; and
- (q) a reference to the address of a party, is a reference to the physical or postal address of that party stated in **Schedule 1** or as changed under this document, as indicated by the context or subject matter.

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3. Infrastructure agreement

3.1 Infrastructure agreement under the Planning Act

This document constitutes an infrastructure agreement under the Planning Act.

3.2 Application of the infrastructure agreement

This document applies to all development comprising the Proposed Development.

3.3 Relationship to the Proponent

- (a) A Development Obligation of the Proponent is a covenant made on behalf of the Proponent and the successors of the Proponent.
- (b) A Development Obligation of the Proponent is and remains personal to the Proponent other than as expressly provided in **clause 8.3**.

3.4 Relationship to an Owner

- (a) A Development Obligation of the Proponent attaches to the Development Land and is binding on the Owner of the Development Land and the Owner's successor in title of the Development Land under the Planning Act.
- (b) A Development Obligation is not affected by a change in the ownership of the Development Land or a part of the Development Land other than as expressly provided in **clause 8.3**.

3.5 Relationship to a person which is not a party

- (a) This document is made and entered into for the sole protection and benefit of the parties and their successors and assigns unless stated in the Special Conditions.
- (b) No other person is to have any right of action based upon any clause of this document unless stated in the Special Conditions.

3.6 Relationship to an Application

- (a) An Application for an aspect of the Proposed Development is to comply with this document.
- (b) An Approval Authority in deciding an Application for an aspect of the Proposed Development is, to the extent permitted under law, to have regard to a relevant matter in this document.

3.7 Relationship to an Approval

- (a) This document is not intended to, and does not, limit the nature or type of condition which an Approval Authority may lawfully impose on an Approval for the Proposed Development.
- (b) If this document is inconsistent with an Approval for the Proposed Development, this document prevails to the extent of the inconsistency.

3.8 Relationship to a Planning Instrument

The performance and fulfilment of a Development Obligation of the Proponent does not depend on a Development Entitlement which may be affected by a Planning Change.

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3.9 Relationship to an instrument for an Infrastructure Contribution

- (a) This document is not intended to, and does not, limit the nature or type of an instrument for an Infrastructure Contribution which the Council or other Authority may lawfully make or give for the Proposed Development.
- (b) If this document is inconsistent with an instrument for an Infrastructure Contribution, this document prevails to the extent of the inconsistency.
- (c) If this document contains a Prescribed Infrastructure Charges Notice for an Existing Approval which is inconsistent with an infrastructure charges notice for the Existing Approval, the Prescribed Infrastructure Charges Notice is to prevail.

4. Operation of the infrastructure agreement

4.1 Commencement of the infrastructure agreement

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

4.2 Termination of the infrastructure agreement

- (a) A party may give to each other party a Notice which states that it proposes to terminate this document if one of the following events has occurred:
 - (i) the Development Entitlements in:
 - (A) a Requested Approval do not take effect under the Planning Act; or
 - (B) a Prescribed Approval cease to have effect under the Planning Act where the Proposed Development has not commenced;
 - (ii) the parties agree as follows:
 - (A) the Proposed Development has reached Completion and the Development Obligations have been performed and fulfilled;
 - (B) to terminate this document;
 - (iii) the parties agree as follows:
 - (A) that the performance and fulfilment of this document has been frustrated by an event outside of the control of the parties;
 - (B) to terminate this document.
- (b) A party may at a date, which is 30 Calendar Days after the giving of the Notice under paragraph (a), give to each other party a Notice which states that the document is terminated.

5. Development Entitlements

5.1 Requested Approval

- (a) This clause applies to a Requested Approval.
- (b) The Council is to decide the Prescribed Application in a manner which is as timely as is reasonably practicable.

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- (c) The Proponent is not to make a Claim against the Council, other than as a respondent to a Claim made by another person, if the Council gives the Requested Approval.

5.2 Change of a Requested Approval or Prescribed Approval

- (a) This clause applies if a party or an Authority proposes to change the following:
 - (i) a Requested Approval which has not taken effect under the Planning Act;
 - (ii) a Prescribed Approval.
- (b) The parties are to in a manner which is as timely as is reasonably practicable:
 - (i) confer with a view to reaching an agreement as to the effect, if any, the proposed change may have on a Development Entitlement and a Development Obligation;
 - (ii) if the parties agree that a Development Entitlement or Development Obligation may be affected by the proposed change, use their reasonable endeavours to review the Development Obligation, negotiate in good faith and change this document to put the parties in as near as practical a position as they would have been had it not been for the proposed change, having regard to the intent of the parties in entering into this document as stated in the Recitals;
 - (iii) invoke the dispute resolution process under **clause 12** if an agreement cannot be reached for a matter in paragraphs (i) and (ii); and
 - (iv) use their reasonable endeavours to ensure that the proposed change is not made under the Planning Act until paragraphs (i) to (iii) are performed and fulfilled.

6. Infrastructure obligations

6.1 Special Conditions

The parties are to comply with the Special Conditions.

6.2 Infrastructure Contributions Schedule

The parties are to comply with the Infrastructure Contributions Schedule.

6.3 Action to give effect to an Infrastructure Contribution

- (a) The Proponent is to take an action which is necessary for the provision of an Infrastructure Contribution of the Proponent including the following:
 - (i) the making of an Application;
 - (ii) the obtaining of an Approval;
 - (iii) complying with an Approval including the conditions of an Approval;
 - (iv) Dealing with land or a document;
 - (v) any other action as directed by the Council from time to time.

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- (b) The Proponent is to take the following action for an Infrastructure Contribution of the Proponent:
 - (i) consult regularly with the Council;
 - (ii) comply as soon as is reasonably practicable with a Notice given by the Council to the Proponent which states that the Proponent is to provide reasonable or relevant information to the Council for the following:
 - (A) the Proposed Development;
 - (B) a Development Obligation;
 - (C) to allow the Council to determine that a Development Obligation has been performed and fulfilled;
 - (iii) by not later than each anniversary of the Commencement Date, give to the Council a Notice which states the Proponent's performance and fulfilment of its obligations under this document.

6.4 Specification of an Infrastructure Contribution

An Infrastructure Contribution is to comply with the following:

- (a) this document;
- (b) a Development Obligation;
- (c) a relevant law;
- (d) a relevant Planning Instrument;
- (e) a relevant Infrastructure Planning Instrument;
- (f) a relevant Approval;
- (g) a relevant Infrastructure Standard.

6.5 Claims for Infrastructure Contributions for the development of the Development Land

A Proponent is not to make a Claim or take any other action under this document, the Planning Act or any other document or legislation for the following:

- (a) unless provided for in a Prescribed Infrastructure Charges Notice:
 - (i) the application of an offset against a Financial Contribution required by the Council for an Infrastructure Contribution for the development of the Development Land (**Additional Infrastructure Offset**);
 - (ii) the payment of a refund or other monetary payment by the Council for the provision of an Infrastructure Contribution for the development of the Development Land (**Additional Infrastructure Refund**);
- (b) the provision of an Infrastructure Contribution by the Council other than as provided for in this document (**Additional Council Infrastructure Contribution**);

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- (c) an application to convert development infrastructure to be provided by a Proponent for the development of the Development Land from non-trunk infrastructure to trunk infrastructure or any other application for the purpose of seeking an Additional Infrastructure Offset, Additional Infrastructure Refund or Additional Council Infrastructure Contribution.

7. Security

7.1 Provision of a Security

The Proponent is to, in consideration for the Council entering into this document, provide to the Council the following Security:

- (a) a Performance Security, if any, stated in **Schedule 1**;
- (b) a Completion Security under this document or an Approval;
- (c) a Maintenance Security under this document or an Approval.

7.2 Form of a Security

The Proponent is to provide to the Council a Security which is in the following form:

- (a) money;
- (b) a banker's undertaking which satisfies the following:
 - (i) is in favour of the Council or an entity stated in a Notice given by the Council to the Proponent;
 - (ii) is given by a financial institution consented to by the Council;
 - (iii) the Council may claim a payment on demand without reference to the Proponent and despite an objection, direction or Claim by the Proponent to the contrary;
 - (iv) the financial institution may make a payment on demand without reference to the Proponent and despite an objection, direction or Claim by the Proponent to the contrary;
 - (v) is unlimited in time;
 - (vi) is irrevocable;
 - (vii) is otherwise unconditional;
 - (viii) is in a form and substance to the Council's satisfaction;
- (c) another form of surety consented to in a resolution of the Council.

7.3 Reduction of a Security

- (a) The Proponent is not entitled to reduce a Completion Security or a Maintenance Security without the consent of the Council.
- (b) The Proponent may give to the Council a Notice which states that the Council is requested to reduce the amount of a Performance Security on the basis that a Development Obligation to which the Performance Security relates has been performed and fulfilled.

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- (c) The Council is to give to the Proponent a Notice which states that the amount of a Performance Security may be reduced if the Council is satisfied of the following:
 - (i) the Development Obligation has been partly performed and fulfilled;
 - (ii) the amount of the reduced Performance Security is at least an amount estimated by the Council to be 1.5 times the value of that part of the Development Obligation yet to be performed and fulfilled.

7.4 Adjustment of a Performance Security

- (a) On each anniversary of the date of the provision to the Council of a Performance Security (**Adjustment Date**) the amount of a Performance Security (**Security Amount**) is adjusted to a revised amount (**Revised Security Amount**) by applying the following formula:

$$RSA = \frac{SA \times A}{B}$$

Where:

RSA is the Revised Security Amount.

SA is the Security Amount on the relevant Adjustment Date.

A is the index number for the PPI immediately before the relevant Adjustment Date.

B is the index number for the PPI immediately before the later of the following:

- (i) the date of the provision to the Council of the Performance Security for the first adjustment of the Security Amount;
 - (ii) the immediately preceding Adjustment Date for a later adjustment of the Revised Security Amount.
- (b) The Council may give to the Proponent a Notice which states that the Proponent is to increase the amount of a Performance Security to the Revised Security Amount.
- (c) The Proponent is to, within 30 Calendar Days of the receipt of a Notice under paragraph (b), give to the Council a replacement or further Performance Security so that the Council holds a Performance Security for an amount equal to the Revised Security Amount.
- (d) The Council is to release and return to the Proponent an existing Performance Security upon the receipt of a replacement Performance Security for the Revised Security Amount under paragraph (c).

7.5 Release of a Security

- (a) The Proponent may give to the Council a Notice which states that the Council is requested to release and return to the Proponent the following:
 - (i) a Completion Security, if the Proponent has corrected a minor omission or minor defect to which the Completion Security relates;
 - (ii) a Maintenance Security, if the Maintenance Period for the Work Contribution to which the Maintenance Security relates has ended;

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

7.6 Interest earned on a Security

The interest earned on a Security which consists of money is to belong to the Council.

8. Dealing in respect of the Development Land

8.1 Reconfiguring a lot of the Development Land

- (a) If the Development Land is subject to a reconfiguring a lot to create a Developed Lot, then a Development Obligation no longer:
 - (i) remains attached to the Developed Lot; and
 - (ii) binds the Owner and the Owner's successor in title of the Developed Lot.
- (b) If the Development Land is subject to a reconfiguring a lot to create a Developable Lot, then a Development Obligation:
 - (i) remains attached to the Developable Lot; and
 - (ii) binds the Owner and the Owner's successor in title of the Developable Lot.

8.2 Dealing with the Development Land

- (a) The Proponent may Deal with a Developed Lot without the consent of the Council.
- (b) The Proponent is not to Deal with a Developable Lot unless the Proponent gives to the person the subject of the Dealing a Notice which states the following:
 - (i) that the Developable Lot is subject to this document;

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- (ii) that there may be a Prescribed Development Obligation which is unperformed and unfulfilled;
 - (iii) that a Prescribed Development Obligation attaches to the Developable Lot and binds a future Owner;
 - (iv) that the Owner of the Developable Lot is liable to the Council to perform and fulfil a Prescribed Development Obligation which remains unperformed and unfulfilled.
- (c) The Proponent is not to sell a Developable Lot to a Transferee without complying with the following:
 - (i) the Proponent and Transferee execute one of the following documents specified by the Council in its absolute discretion:
 - (A) a document prepared by the Council in which the Transferee covenants and agrees with the Council to the following:
 - (1) that the Developable Lot is subject to this document;
 - (2) that a Prescribed Development Obligation may be unperformed and unfulfilled;
 - (3) that a Prescribed Development Obligation under the Planning Act attaches to the Developable Lot and is binding on the Transferee of the Developable Lot as the Owner's successor in title and the Transferee's successor in title of the Developable Lot;
 - (4) that the Owner of the Developable Lot is liable to the Council to perform and fulfil a Prescribed Development Obligation which remains unperformed and unfulfilled;
 - (B) a deed or other document prepared by the Council in which the Prescribed Development Obligation under the Planning Act attaches to the Developable Lot and is binding on the Transferee of the Developable Lot as the Owner's successor in title and the Transferee's successor in title of the Developable Lot;
 - (d) the Council is satisfied that it holds an appropriate security to secure the performance and fulfilment of the Prescribed Development Obligation by the Transferee. However paragraph (c) does not prevent the Proponent from entering into an agreement for the sale of a Developable Lot which is conditional upon compliance with the matters stated in paragraph (c).

8.3 Change of ownership of the Development Land

- (a) If the ownership of a Developed Lot changes, a Prescribed Development Obligation no longer:
 - (i) remains attached to the Developed Lot; and
 - (ii) binds the Owner's successor in title of the Developed Lot.

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- (b) If the ownership of a Developable Lot changes except in compliance with **clause 8.2**:
 - (i) the Proponent is to perform and fulfil a Prescribed Development Obligation which has not been performed and fulfilled immediately or at such other time which is stated in a Notice given by the Council to the Proponent, even if the time otherwise appointed for the performance and fulfilment of the Prescribed Development Obligation has not arrived; and
 - (ii) a Prescribed Development Obligation under the Planning Act remains attached to the Developable Lot and is binding on the Transferee of the Developable Lot as the Owner's successor in title and the Transferee's successor in title of the Developable Lot.
- (c) If the ownership of a Developable Lot changes in accordance with **clause 8.2**, a Prescribed Development Obligation:
 - (i) remains binding on the Proponent except to the extent provided for in a deed or other document between the Proponent, the Transferee and the Council; and
 - (ii) under the Planning Act remains attached to the Developable Lot and is binding on the Transferee of the Developable Lot as the Owner's successor in title and the Transferee's successor in title of the Developable Lot.

8.4 No merger on termination

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

9. Dealing in respect of this document

9.1 Dealing by the Proponent

- (a) The Proponent is not to other than in accordance with the consent of the Council:
 - (i) vary an interest, right or obligation under this document; or
 - (ii) sell, transfer or assign an interest, right or obligation under this document.
- (b) If the Proponent does not comply with paragraph (a), the Proponent is to perform and fulfil a Prescribed Development Obligation which has not been performed and fulfilled immediately or at such other time which is stated in a Notice given by the Council to the Proponent, if the time otherwise appointed for the performance and fulfilment of the Prescribed Development Obligation has not arrived.

9.2 Dealing by the Council

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

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

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9.3 No merger on termination

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

10. Default of a Development Obligation

10.1 Application of this clause

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

10.2 Notice of default

- (a) The Council is to give to the Proponent a Notice which states the following:
 - (i) the details of the obligation which has not been performed or fulfilled by the Proponent;
 - (ii) the action which the Proponent is required to take to perform and fulfil the obligation;
 - (iii) the estimate of the Council's costs to perform and fulfil the obligation, which costs may include the following:
 - (A) the cost of additional Council officers, employees, servants, agents, contractors and subcontractors which are engaged to enable existing Council officers, employees, servants, agents, contractors and subcontractors to deal with the default;
 - (B) the Council's management time spent dealing with the default;
 - (C) costs of providing and maintaining infrastructure or services where required during a period of default;
 - (D) the Council's charges for supervision;
 - (E) interest;
 - (F) administration costs;
 - (G) legal costs on a full indemnity basis or a solicitor and own client basis, whichever is the higher;
 - (H) overheads;
 - (I) a reasonable contingency;
 - (iv) a reasonable period within which the obligation is to be performed and fulfilled by the Proponent.
- (b) However paragraph (a) does not apply to a Public Emergency.

10.3 Performance and fulfilment of a Development Obligation

- (a) The Council may perform and fulfil a Development Obligation of the Proponent not performed and fulfilled by the Proponent in the following circumstances:
 - (i) there is a Public Emergency;

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- (ii) the Proponent has not complied with a Notice given by the Council to the Proponent under **clause 10.2**.
- (b) The Council may perform and fulfil part of a Development Obligation of the Proponent to ensure that the Council does not spend more than the amount secured by the Performance Security.

10.4 Compulsory acquisition of land for a Land Contribution

- (a) The Council may compulsorily acquire under the *Acquisition of Land Act 1967* (Qld) land the subject of a Land Contribution of which the Proponent is the Owner without having to go through the pre-acquisition procedure under that law, if the Proponent has not complied with a Notice given by the Council to the Proponent under **clause 10.2** requiring the performance and fulfilment of an obligation to provide the Land Contribution.
- (b) The Proponent consents to the Council compulsorily acquiring the land under paragraph (a) for the amount of \$1.10 in full and final payment of compensation under the *Acquisition of Land Act 1967* (Qld).
- (c) For the avoidance of doubt, if the Council exercises its rights under paragraph (a) in respect of a Land Contribution to which an Infrastructure Offset is to apply, the Infrastructure Offset for the Land Contribution is to be calculated in accordance with the Prescribed Infrastructure Charging Instrument and not on the basis of \$1.10 in paragraph (b) subject to the Infrastructure Offset being reduced by the costs incurred by the Council in exercising its rights under paragraph (a).

10.5 Recourse to a Security

- (a) The Council may have recourse to a Security for a matter to which the Security relates which has not been performed and fulfilled by the Proponent only in the following circumstances:
 - (i) there is a Public Emergency;
 - (ii) the Proponent has not complied with a Notice given by the Council to the Proponent under **clause 10.2** in respect of the matter to which the Security relates.
- (b) The Council may convert a Security into money if the Security does not consist of money, if paragraph (a) applies.

10.6 Recovery of an amount as a liquidated debt

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

- (a) the amount of a Financial Contribution or other payment which is due and payable under this clause but is not paid by the Proponent;
- (b) the amount stated in a Notice given by the Council to the Proponent under **clause 10.2** if the Proponent has not complied with the Notice;
- (c) the amount stated in a Notice given by the Council to the Proponent for the following:
 - (i) the compensation the Council pays to a person other than the Proponent for the compulsory acquisition of land the subject of a Land Contribution under **clause 10.4**;

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- (ii) the costs incurred by the Council for the compulsory acquisition of land the subject of a Land Contribution under **clause 10.4**;
- (d) the amount stated in a Notice given by the Council to the Proponent representing the difference between the costs actually incurred by the Council in performing and fulfilling the Proponent's obligation and any amount received by the Council under **clause 10.5** and **clause 10.6**.

10.7 Application of an amount received by the Council

The Council is to apply an amount received by the Council under **clause 10.5** or **clause 10.6** for any of the following:

- (a) the performance and fulfilment of the Proponent's obligation;
- (b) the carrying out of development to mitigate the effect of the Proponent's failure to perform and fulfil an obligation;
- (c) reimbursing the Council for a Claim, cost or damage suffered by the Council as a result of the Proponent's failure to perform and fulfil the obligation;
- (d) a cost incurred by the Council in exercising a right for the Proponent's failure to perform and fulfil the obligation.

10.8 Council is relieved of its obligations for the period of the Proponent's default

The Council is, for the period the Proponent has failed to perform and fulfil a Development Obligation of the Proponent, under no obligation to perform or fulfil the following:

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

10.9 No merger on termination

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

11. Right of access

11.1 Access to land of the Proponent

The Proponent is to, upon the receipt of a Notice given by the Council to the Proponent which states that access is requested to land of which the Proponent is the Owner or which is under the control of the Proponent, permit the Council to have access to the land for the following:

- (a) examining, inspecting, testing and monitoring the following:
 - (i) the state and condition of the land or Vegetation or Waters on the land;
 - (ii) a Land Contribution;
 - (iii) a Work Contribution;

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- (iv) the site of a Work Contribution on the Development Land or on other land;
- (b) determining whether a Development Obligation has been performed and fulfilled;
- (c) making good a breach of a Development Obligation;
- (d) the performance and fulfilment of an obligation;
- (e) the exercise by the Council of a right.

11.2 Access to land of the Council

The Council is to, upon the receipt of a Notice given by the Proponent to the Council which states that access is requested to land of which the Council is the Owner or which is under the control of the Council, permit the Proponent to have access to the land for the following:

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

11.3 Exercise of a right of access

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

11.4 No merger on termination

Clause 11 does not merge on termination of this document and continues in effect until the Council gives to the other parties a Notice waiving the benefit of this clause.

12. Dispute resolution generally

12.1 Application of this clause

This clause applies to a dispute which cannot be resolved by an agreement between the parties as to the performance and fulfilment of this document.

12.2 Notice of a dispute

- (a) A party may give to each other party to the dispute a Notice which states the following:
 - (i) the dispute;

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- (ii) that the dispute is to be resolved under **clause 12.4**.
- (b) A party which gives a Dispute Notice is to continue to perform and fulfil its obligations.
- (c) However a Proponent which gives a Dispute Notice is not required to finish the disputed matter where the Proponent indemnifies each other party against a Claim or the costs for finishing the disputed matter if the dispute is not resolved in favour of the Proponent.

12.3 Discussion and mediation of a dispute

- (a) The parties are to, within 10 Calendar Days of the date of the Dispute Notice, meet to discuss the dispute and its possible determination.
- (b) The parties may, within 7 Calendar Days of the meeting under paragraph (a), agree to refer the dispute to mediation.
- (c) If the parties agree to refer the dispute to mediation under paragraph (b), the parties are to:
 - (i) appoint a mediator agreed by the parties or if the parties fail to agree to the appointment of a mediator within the period referred to in paragraph (b):
 - (A) request the President of the Queensland Law Society Incorporated to nominate a mediator; and
 - (B) appoint the mediator nominated by the President of the Queensland Law Society Incorporated; and
 - (ii) use their best endeavours to resolve the dispute by mediation.
- (d) The parties are to bear equally the cost of a mediator including the cost of the appointment.
- (e) The mediator is:
 - (i) not liable for the mediation other than for fraud or misfeasance; and
 - (ii) released by the parties against a Claim other than for fraud or misfeasance which may be made for the mediation.

12.4 Determination of a dispute by an expert

- (a) The parties may agree to seek an independent resolution by an expert within the following time period:
 - (i) if the dispute was referred to mediation under **clause 12.3**, within 24 Calendar Days of the date of the Dispute Notice;
 - (ii) if the dispute was not referred to mediation under **clause 12.3**, within 17 Calendar Days of the date of the Dispute Notice.
- (b) The parties may agree that an expert is to be appointed by the President or other equivalent person of the following entities as is appropriate in the circumstances:
 - (i) if an architect – the Australian Institute of Architects, Queensland Chapter;

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- (ii) if a real estate agent – the Real Estate Institute of Queensland;
 - (iii) if a quantity surveyor – the Australian Institute of Quantity Surveyors, Queensland Division;
 - (iv) if an engineer – the Institution of Engineers Australia, Queensland Division;
 - (v) if a mediator – the Queensland Law Society Incorporated;
 - (vi) if an accountant – the Institute of Chartered Accountants, Queensland Division;
 - (vii) if an actuary – the Institute of Actuaries Australia, Queensland Division;
 - (viii) if a valuer – the Australian Institute of Valuers and Land Economists, Queensland Division;
 - (ix) if a town planner – the Planning Institute of Australia, Queensland Division;
 - (x) if a lawyer – the Queensland Law Society Incorporated.
- (c) If the parties cannot agree on the type of expert, the type of expert is to be determined by the President of the Queensland Law Society Incorporated.
- (d) The person to be appointed to be an expert:
 - (i) is to have a technical understanding of the matter the subject of the dispute;
 - (ii) is not to have a significantly greater understanding of one party's business or operation which might allow the other party to construe this greater understanding as a bias or a conflict of interest; and
 - (iii) is to inform the parties before being appointed of the extent of the expert's understanding of each party's business or operation and if that information shows a possible bias, then that person is not to be appointed as an expert other than with the consent of the parties.
- (e) The expert is to:
 - (i) act as an expert and not as an arbitrator;
 - (ii) proceed in a manner the expert thinks appropriate but is:
 - (A) to observe the rules of natural justice but not the rules of evidence;
 - (B) not to accept an oral submission unless both parties are present; and
 - (C) to ensure that on the receipt of a written submission from one party that a copy of the submission is given to each other party as soon as is reasonably practicable;
 - (iii) consider a document, information and other material, whether given to the expert by a party or not, which the expert in its absolute discretion considers reasonable or relevant to the determination of the dispute;

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- (iv) give effect to the intent of the parties in entering into this document as stated in the Recitals in determining the dispute;
 - (v) give a draft determination which states the expert's intended determination and requests each party to make a further submission within 10 Business Days;
 - (vi) give a final determination which states the expert's determination; and
 - (vii) act with expedition with a view to giving a final determination as soon as is reasonably practicable.
- (f) The expert may engage the expert's own adviser or consultant to provide information to help the expert in making a determination.
 - (g) The parties are to comply with a direction given by an expert for the determination of the dispute.
 - (h) The referral of a dispute to an expert is not an arbitration and the *Commercial Arbitration Act 1990* (Qld) is not to apply.
 - (i) The expert's decision is final and binding on the parties.
 - (j) The parties are to bear equally the cost of an expert including the cost of the appointment and the cost of an adviser or consultant engaged by the expert.
 - (k) The expert is:
 - (i) not liable for the expert determination other than for fraud or misfeasance; and
 - (ii) released by the parties against a Claim other than for fraud or misfeasance which may be made for the expert determination.

12.5 Determination of an unresolved dispute

- (a) A party may between 14 and 35 Calendar Days (inclusive) after the date of a Dispute Notice, and whether before or after the reference of a dispute to an expert under **clause 12.4**:
 - (i) commence a Claim for the determination of the dispute; or
 - (ii) give to the other parties a Notice which states that it will not be bound by the expert's decision if that party is not entitled to commence a Claim such as is the case with a Local Government for an Application.
- (b) The reference of a dispute to the expert under **clause 12.4** is to be terminated and the dispute is to be dealt with by a court if a party has commenced a Claim or given a Notice which states that it will not be bound by the expert's decision.
- (c) A dispute is to be finally determined by the expert under **clause 12.4** in the following circumstances:
 - (i) if the parties agree to have the dispute determined by the expert;
 - (ii) if a party has not under paragraph (a) commenced a Claim or given a Notice which states that it will not be bound by the expert's decision.

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12.6 No merger on termination

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

13. Force Majeure

13.1 Application of this clause

This clause does not apply to a Development Obligation of the Proponent for the following:

- (a) a Financial Contribution or other payment;
- (b) a Land Contribution.

13.2 Notice of Force Majeure

If a party is unable by reason of Force Majeure to perform and fulfil an obligation, the party is to, as soon as is reasonably practicable after the Force Majeure, give to each other party a Notice which states the following:

- (a) that Force Majeure is in existence;
- (b) full particulars of the Force Majeure.

13.3 Suspension of an obligation

An obligation of a party so far as it is affected by Force Majeure is suspended during the following:

- (a) the continuance of Force Majeure;
- (b) a further period which is reasonable in the circumstances.

13.4 Removal or amelioration of Force Majeure

The party giving a Notice of Force Majeure is to, as soon as is reasonably practicable, use its best endeavours to remove the Force Majeure or ameliorate its effect.

13.5 Dispute resolution process to apply

If the parties are unable to agree on the existence of a party's Force Majeure or the period during which an obligation is suspended during the continuance of Force Majeure the dispute is to be resolved under **clause 12.4**.

13.6 Matter beyond the Council's control

The Council is to be relieved of the performance and fulfilment of an obligation which is dependent on the occurrence of a specified circumstance for so long as there is a change, deviation or non-occurrence of the circumstance arising from a matter beyond the Council's control.

14. Time

14.1 Time of the essence

Time is, in all cases, of the essence.

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14.2 Extension of time

The parties may agree to extend a time stated in this document by giving to each other a Notice which states the extended time.

15. Further action

15.1 Action to give effect to this document

A party is to do at its cost everything reasonably necessary to effect, perfect or complete this document and a transaction incidental to this document.

15.2 Further action if a clause is invalid, illegal or unenforceable

The parties are to use their best endeavours including the preparation, negotiation and execution of a further document to ensure that the object of a clause or part of a clause which is held by a court to be invalid, illegal or unenforceable is substantially achieved.

16. Severance

16.1 Removal from this document

A clause or part of a clause which is held by a court to be invalid, illegal or unenforceable is to be treated as removed from this document.

16.2 Effect of removal on this document

The remaining clauses are not affected by:

- (a) the invalidity, illegality or unenforceability of a clause or part of a clause; or
- (b) the removal of a clause or part of a clause from this document.

16.3 Further action on removal

The parties are to use their best endeavours to satisfy the intent of this document as stated in the Recitals, for a clause or part of a clause which is held by a court to be invalid, illegal or unenforceable, to the extent that it is possible having regard to the relevant court judgment.

17. Notice

17.1 Form of a Notice

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

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17.2 Giving of a Notice

- (a) A party may give to any other party a Notice by sending the Notice in one of the following ways:
 - (i) delivering the Notice to the other party at the physical address of the party;
 - (ii) sending the Notice to the other party by electronic mail;
 - (iii) posting the Notice by prepaid post to the other party at the postal address of the party;
 - (iv) faxing the Notice to the other party at its facsimile number.
- (b) A Notice is to be treated as given in the following circumstances:
 - (i) if it is delivered, when it is left at the physical address of the other party;
 - (ii) if it is sent by electronic mail and no electronic error notification is received by the sender, the date and time the electronic mail indicates it was sent;
 - (iii) if it is sent by post, 7 Calendar Days after it is posted or 10 Calendar Days after it is posted if sent to or from a place outside Australia;
 - (iv) if it is sent by facsimile, as soon as the sender receives from the sender's facsimile machine a report of an error-free transmission to the correct facsimile number.
- (c) The Council may prove the giving of a Notice by the chief executive officer of the Council certifying that a Notice has been given.

17.3 Change of the details of a party

A party may change the address, facsimile number and the person to whose attention a Notice is to be brought by giving to each other party a Notice which states the following:

- (a) the changed details;
- (b) that the change is to take effect from a date which is at least 7 Calendar Days after the Notice is given to each other party.

18. Governing law and jurisdiction

18.1 Queensland law to apply

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

18.2 Queensland courts to have jurisdiction

- (a) The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of Queensland and a court which has jurisdiction to hear an appeal from those courts.
- (b) The parties are not to object and waive their right to object to the following:
 - (i) a legal proceeding brought in those courts;
 - (ii) the exercise of the jurisdiction by those courts on any basis.

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19. Payment

19.1 Identified costs

A party is liable for and is to pay the costs stated in **Schedule 1**.

19.2 Unidentified costs

- (a) The Proponent is liable for and is to pay on demand by a Notice given by the Council to the Proponent the Council's costs for the following in respect of the Proponent:
 - (i) the preparation, negotiation and execution of a document required under this document, including without limitation the following:
 - (A) a deed or other document for the sale of a Developable Lot or other Dealing;
 - (B) a Security;
 - (C) a document for an Infrastructure Contribution;
 - (D) a Plan of Subdivision;
 - (ii) the giving effect of this document or a document required under this document;
 - (iii) the exercise or non-exercise of a right, including for the actual or contemplated enforcement or preservation of a right, waiver, release, indemnity, discharge or charge under this document;
 - (iv) the administration of this document, including in particular the application of the Infrastructure Offset provisions of this document.
- (b) The Council's costs are to include legal costs on a full indemnity basis or a solicitor and own client basis, whichever is the higher.
- (c) The Council's costs for the administration of this document under paragraph (a)(iv) are to be calculated by reference to hourly rates for the relevant category of service determined by the Council having regard to the hourly rate charged for that service in the open market.

19.3 Tax

The Proponent is liable for and is to pay on demand by a Notice given by the Council to the Proponent the Council's costs for a Tax (other than if it arises from the default by the Council) for the following in respect of the Proponent:

- (a) this document;
- (b) a Security;
- (c) a document for an Infrastructure Contribution;
- (d) a document provided for under this document;
- (e) a transaction evidenced, effected or contemplated by this document or a document referred to in paragraphs (a) to (d).

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19.4 Payment requirements

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

19.5 Overdue payment

- (a) This clause applies if a party (**Payer**) has not paid to any other party (**Payee**) an amount payable by the Payer when it becomes due for payment (**Overdue Amount**).
- (b) The Payer is to pay to the Payee interest on the Overdue Amount during the period the Overdue Amount remains unpaid.
- (c) The interest is to be paid on the following date:
 - (i) a date stated in a notice given by the Payee to the Payer;
 - (ii) the first day of each month if no date is fixed by the Payee.
- (d) The interest is to be calculated on the basis of the following:
 - (i) a daily balance;
 - (ii) the days which have elapsed from the date the Overdue Amount becomes due for payment to the date the Overdue Amount is paid;
 - (iii) a rate which is the total of 4% per annum and the cash rate specified by the Reserve Bank of Australia.
- (e) The Payee may capitalise the interest which is not paid when due for payment at the following intervals:
 - (i) the interval fixed in a Notice given by the Payee to the Payer;
 - (ii) on the first day of each month if no interval is fixed by the Payee.
- (f) The Payer is to pay interest on the capitalised interest under paragraph (d).
- (g) The Payer's obligation to pay the Overdue Amount and interest on the date it becomes due for payment is not affected by another clause.
- (h) If a Claim under this document becomes merged in a judgment or an order of a court, then the Payer is to pay interest to the Payee on the amount of that Claim as an independent obligation.

Infrastructure Agreement

- (i) The interest accrues from the date the Claim becomes due for payment both before and after the judgment or an order of the court until it is paid, at a rate which is the higher of the rate payable under the judgment or an order and the rate stated in paragraph (d).

19.6 No merger on termination

Clause 19 does not merge on termination of this document and continues in effect until the Council gives to the other parties a Notice waiving the benefit of this clause.

20. Indexation

20.1 Application of this clause

This clause applies to an amount stated or calculated under this document other than an amount which is stated not to be indexed.

20.2 Indexation of an amount

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

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

Where:

IA is the indexed amount.

A is the amount to be indexed.

Index Number is the number in the index stated in **Schedule 1**.

Base Period is the period stated in **Schedule 1**.

Later Period is the period stated in **Schedule 1**.

21. GST

21.1 Construction of this clause

In this **clause 21**:

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

21.2 Payment of GST

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

Infrastructure Agreement

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

21.3 Reimbursable cost

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

21.4 Indemnified cost

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

21.5 Stated amount

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

21.6 No merger on termination

Clause 21 does not merge on the termination of this document and continues in effect until each party gives to each other party a Notice waiving the benefit of the clause.

22. Execution of counterparts

22.1 Counterparts

- (a) This document may be executed in any number of counterparts.
- (b) If the Proponent wishes to execute this document by way of counterparts, the Proponent is to:
 - (i) execute a counterpart of this document;
 - (ii) forward the executed counterpart of this document to the Council:
 - (A) by electronic mail in portable document format; and
 - (B) by post to the postal address of the Council.
- (c) If the Council wishes to execute this document by way of counterparts, the Council may execute the counterpart of this document received from the Proponent by electronic mail under clause 22.1(b)(ii)(A).

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- (d) The Council may execute the document received from the Proponent by post under clause 22.1(b)(ii)(B):
 - (i) if the Council wishes to execute the original of this document and does not wish to execute this document by way of counterparts; or
 - (ii) if the Council has executed a counterpart of this document under clause 22.1(c) and wishes to replace the counterparts with the original of this document.
- (e) If the Council executes a counterpart of this document under clause 22.1(c) but subsequently executes the document received from the Proponent by post under clause 22.1(d)(ii), the subsequently executed document:
 - (i) is taken to be made on the Commencement Date of the executed counterparts;
 - (ii) replaces the executed counterparts.

Schedule 1 Reference Schedule

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

Infrastructure Agreement

1. Short title

MCUI/49/2026 - 58 Timor Avenue Loganholme Infrastructure Agreement (Stormwater Quality) 2026

2. Parties

Column 1 Name	Column 2 Address	Column 3 Facsimile number	Column 4 Person to whose attention a Notice is to be brought
Council			
Logan City Council	150 Wembley Road, Logan Central QLD 4114	(07) 3412 3444	Technical Services Coordinator
Proponent			
//[Name of Proponent//	//insert//	//insert//	//insert position//

3. Development Land

Column 1 Owner	Column 2 Real property description	Column 3 Area	Column 4 Address
ASHNIT K PROPERTY PTY LTD (TRUSTEE)	Lot 290 RP118024	1,892m ²	58 Timor Avenue, LOGANHOLME QLD 4129

Note: see **clause 2.1** definition of Development Land

4. Owner of the Development Land

Column 1 Name	Column 2 Owner's consent under the Planning Act
ASHNIT K PROPERTY PTY LTD (TRUSTEE)	//Choose option from below// The Proponent is the Owner of the Development Land and consents to the Development Obligations of the Proponent attaching to the Development Land under the Planning Act. OR The Proponent warrants that the Owner of the Development Land: (a) has consented to the Development Obligations of a Proponent being attached to the Development Land under the Planning Act; and (b) has given a copy of the document evidencing the Owner's consent to the Council.

Note: see section 155 (When infrastructure agreement binds successors in title) of the Planning Act

Infrastructure Agreement

5. Performance Security

Column 1 Development Obligation to be secured	Column 2 Performance Security (\$)	Column 3 Calculation of the Performance Security	Column 4 Timing of provision	Column 5 Party receiving Performance Security
Not applicable	Not applicable	Not applicable	Not applicable	Not applicable

Note: see **clause 7.1**

6. Payment of costs

Column 1 Party making payment	Column 2 Party receiving payment	Column 3 Amount of payment	Column 4 Time of payment
Not applicable	Not applicable	Not applicable	Not applicable

Note: see **clause 19.1**

7. Indexation

Column 1 Index	Column 2 Base Period	Column 3 Later Period
1. Financial Contribution under an applicable Infrastructure Charging Instrument in the Infrastructure Contributions Schedule		
The index stated in the applicable Infrastructure Charging Instrument.	Commencement date	The period in which the Financial Contribution is to be provided
2. Financial Contribution for the provision of a Work Contribution or Land Contribution in the Infrastructure Contributions Schedule		
Work Contribution – PPI	Commencement date	The period in which the Financial Contribution is to be provided
Land Contribution – if the Infrastructure Charging Instrument applicable to the same infrastructure network as the Work Contribution or Land Contribution: (a) specifies an index, that index; (b) does not specify an index, CPI.	Commencement date	The period in which the Financial Contribution is to be provided

Infrastructure Agreement

Column 1 Index	Column 2 Base Period	Column 3 Later Period
3. Other payment or Financial Contribution in the Infrastructure Contributions Schedule		
CPI	March 2026	The period in which the Financial Contribution is to be provided
4. Other amount in this document		
CPI	March 2026	The relevant period in accordance with this document

Note: see **clause 20.2**

Infrastructure Agreement

Schedule 2 Special Conditions

Column 1 Items in the schedule	Column 2 Description of the items in the schedule
1	The Proponent is to give a Notice to the Council which states that the Proponent: (a) intends to make payment for stormwater quality infrastructure in accordance with this Infrastructure Agreement; and (b) requests that an invoice be raised to make payment for the Financial Contribution stated in Column 3, Item 1.1.1.

Schedule 3 Development Entitlements Schedule

Column 1 Items in the schedule	Column 2 Description of the items in the schedule
Requested Approval	
1	Prescribed Application – MCUI/49/2026 - Multiple Dwelling (10 Townhouses)
Not Applicable	Prescribed Approval Conditions – Not Applicable
Not Applicable	Prescribed Infrastructure Charges Notice – Not Applicable
Existing Approval	
Not Applicable	Development approval – Not Applicable
Not Applicable	Infrastructure charges notice – Not Applicable
Not Applicable	Prescribed Infrastructure Charges Notice – Not Applicable

Infrastructure Agreement

Schedule 4 Infrastructure Contributions Schedule

Column 1 Items in the schedule	Column 2 Description of the items in the schedule
Infrastructure Contributions	
1	Stormwater quality infrastructure

Infrastructure Agreement

1. Stormwater quality infrastructure

Column 1 Item	Column 2 Infrastructure Contribution	Column 3 Specification of the Infrastructure Contribution	Column 4 Timing of the Infrastructure Contribution	Column 5 Person responsible for the Infrastructure Contribution	Column 6 Other requirements
1.1	Financial Contribution for stormwater drainage, treatment and detention				
1.1.1	Financial Contribution for provision of stormwater quality infrastructure.	The Financial Contribution is the amount of \$13,924.84	Prior to the earlier of: (a) Approval of a Plan of Subdivision or the commencement of a use; (b) Prior to the issuing of a compliance certificate for any part the Prescribed Approval under the <i>Plumbing and Drainage Act 2002</i>; (c) At later time specified by the Council in an Approval.	Proponent	This Infrastructure Contribution is not subject to an Infrastructure Offset. Once paid, the Financial Contribution is a stormwater quality offset in lieu of: On-site treatment in accordance with Sc6.2.5 Planning Scheme Policy 5 – Infrastructure of the Logan Planning Scheme 2015. The amount is based on \$73,598.53 (March 2026) per hectare (site area of 1,892m²)

Schedule 5 Drawings Schedule

Column 1 Items in the schedule	Column 2 Description of the items in the schedule
1	Development Land - 58 Timor Avenue, LOGANHOLME QLD 4129
2	Plan of Development

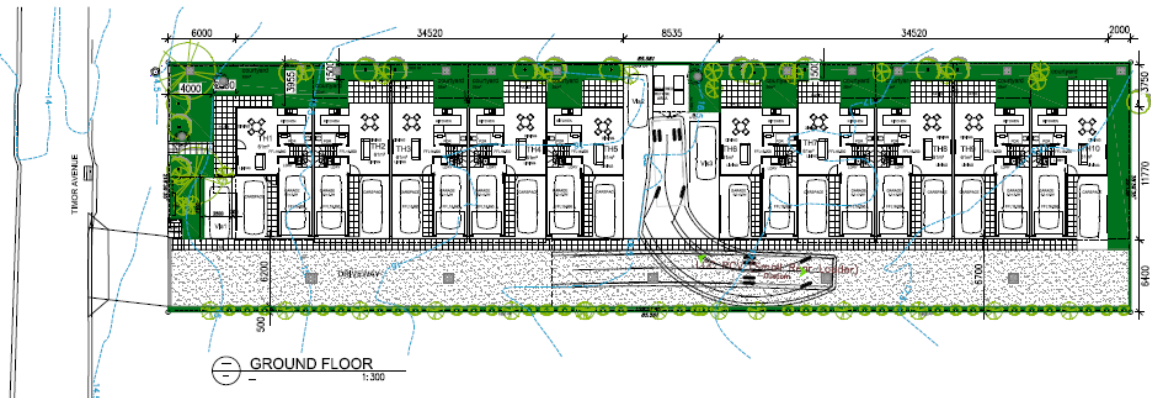
Infrastructure Agreement

1. Development Land - 58 Timor Avenue, LOGANHOLME QLD 4129



Infrastructure Agreement

2. Plan of Development



Infrastructure Agreement

Signing Page

Council

Signed on behalf of
Logan City Council
by its duly appointed
delegate on the
_____ day of
_____ 20____
under the resolution
of the Local
Government passed
on the _____ day of
_____ 20____

sign (delegate)

name of delegate (print)

Proponent

Signed by **//Name of
Proponent/ ACN /**
under s.127(1) of the
*Corporations Act
2001* on the
_____ day of
_____ 20____

sign

office (director)

full name

sign

office (director or secretary)

full name

OR

Signed by **//Name of
Proponent//** on the
_____ day of
_____ 20____

sign (signatory)

sign (witness)
the witness states that he or she is not a party
and was present when the signatory signed

full name (witness)

address (witness)