

Our Ref: 18-0138SAP.NW.DOCX
Contact: Mr Nathan Wilson

21 January 2020

Development Services
Gladstone Regional Council
PO Box 29
GLADSTONE Q 4680

By Email: info@gladstone.qld.gov.au

Attention: Shaunte Farrington

Dear Shaunte,

**Written Representations – Sections 75 and 125 of the *Planning Act 2009*
Development Approval: Material Change of Use – Development Permit (Residential Care Facility –
84 Units, and Retirement Facility – 100 Units)
75 & 105 Tannum Sands Road, Tannum Sands**

Council Reference: DA/32/2019

In accordance with Section 75(2) of the *Planning Act 2016* (PACT), written notice was provided to Gladstone Regional Council (Council) on the 14th January 2020 suspending the Appeal Period.

In accordance with Section 126 of the PACT, written notice was also provided to Council on the 15th January 2020 suspending the Appeal Period associated with the Infrastructure Charges Notice.

In relation to the above development approval and in accordance with Sections 75 and 125 of the *Planning Act 2016*, we now provide the following **representations** for Council's consideration:

1. Condition 2

We request that Condition 2 be deleted.

Imposing a mandatory timeframe within which to construct Stage 1 and all subsequent stages, is completely unreasonable and impractical for a project of this size and nature.

This project will require significant ongoing financial support to enable construction to commence and is heavily reliant upon favourable market conditions occurring over a long period of time. As Council is well aware, residential market conditions have not been favourable throughout the wider Gladstone region for some time.

Placing restrictions of time within which to complete a project of this size only serves to place unnecessary time pressures upon a development that is heavily reliant upon a number of external factors.

We maintain that the prescribed currency period (i.e. 6 years) available to the development, together with the parameters surrounding the lapsing of the development approval, under Section 85 of the PACT, are sufficient to enable Stage 1 to be completed. The PACT then provides



the flexibility and will allow subsequent stages to be constructed as and when market demands dictate.

2. Condition 5

We request that Condition 5 be amended to specify where the maximum road gradient of 12.5% is applicable for the development.

Further discussions were had recently with from GRC representatives, from which it is understood that the intention of this condition is apply to roads where they act as a fire buffer or provide access from Tannum Sands Road to the fire buffer, which we accept to be a reasonable approach.

Given the above, we request this condition should be re-written to specify the maximum gradient applicable to Road 1 and Road 2 (only to the intersection of Road 2 and Road 6). All other roads will not subject to this condition.

These requested changes will enable the development to be constructed in accordance with the existing approved plans.

3. Condition 15 (Water Infrastructure)

We request that Condition 15 be amended to provide greater certainty that the development will not be impeded/delayed due to Water Infrastructure.

Throughout the Preliminary Development Approval process a detailed Water Infrastructure demand study was undertaken which identified that there was sufficient Water Infrastructure available to support the development. During the recent Development Application process an additional Water Infrastructure analysis was provided to GRC highlighting that only a marginal increase in Water Infrastructure demand was required to support the development.

Our analysis has highlighted that Water Infrastructure is available to support the development and that updated detailed Water Infrastructure modelling will be required as part of the detailed design process to ensure the development piping sizes, booster stations, etc meet the relevant Australian and Industry Standards. Our Operational Works submission will include the detailed Water Infrastructure modelling, design information and proposed timing (relevant to each stage of the development) for any Water Infrastructure installations for review and approval by GRC .

Imposing greater certainty within the condition wording will provide the required confidence that the development will not be impeded by any future Water Infrastructure modelling.

4. Condition 20 (Sewer Infrastructure)

We request that Condition 20 be amended to provide greater certainty that the development will not be impeded/delayed due to Sewer Infrastructure.

Throughout the Preliminary Development Approval process a detailed Sewer Infrastructure demand study was undertaken which identified that there was sufficient Sewer Infrastructure available to support the development with some additional minor existing Sewer Infrastructure upgrades. During the recent Development Application process an additional Sewer Infrastructure analysis was provided to GRC highlighting that only a marginal increase in Sewer Infrastructure demand was required to support the development.

Our analysis has highlighted that Sewer Infrastructure is available to support the development and that updated detailed Sewer Infrastructure modelling will be required as part of the detailed design process to ensure the development piping sizes, rising main pumping stations, odour control, any existing Sewer Infrastructure minor upgrades, etc meet the relevant Australian and Industry Standards. Our Operational Works submission will include the detailed Sewer Infrastructure modelling, design information and proposed timing (relevant to each stage of the



development) for any Sewer Infrastructure installations or upgrades for review and approval by GRC .

Imposing greater certainty within the condition wording will provide the required confidence that the development will not be impeded by any future Sewer Infrastructure modelling.

5. Condition 30 (9m wide commercial driveway)

We request that Condition 30 be amended to state the following:

Prior to the commencement of use of Stage 1, the intersection with Tannum Sands Road be constructed in accordance with the approved Concept Road Functional Layout Plan ref. 18-0026 SK900 Rev. 1 as approved by TMR.

The width of Road 1 approved by TMR on this functional layout plan is 6m.

6. Condition 31

We request that Condition 31 be amended to require the northern internal pedestrian exit footpath to be constructed with Stage 6.

Construction of the northern internal pedestrian exit footpath with Stage 1, will result in extensive bulk earthworks having to be undertaken within this part of the site. The feasibility and practicalities of which would most likely result in the full bulk earthworks having to be undertaken for Stages 4-7 with Stage 1 as a result of the works needed to formalise the pathway, and prevent any works having to be re-done at a later stage.

Obviously, this is completely impractical and not feasible as it would add significant upfront costs to the project and severely compromise the economic viability of undertaking Stage 1.

For the reasons outlined above, we request that the timing of this pathway be amended to reflect that of the adjacent Stage (i.e. Stage 6).

Alternatively, a temporary emergency access could be constructed with Stage 1. This would take the form of a cleared, unformed pathway/driveway constructed at the current grade and would provide a temporary emergency access option until such time as the formal pathway is created with Stage 6.

7. Conditions 32 and 36

We request that Conditions 32 and 36 be deleted.

A pedestrian crossing will not have a high utilisation rate from the development nor will the crossing improve safety of the road users on Tannum Sands Road. Sight distances and other design criteria will demonstrate that pedestrian crossings are not desirable.

Tannum Sands Road is a state controlled road for which the Department of Transport and Main Roads (DTMR) has already assessed in detail the proposed development both at the time of Preliminary Approval, and currently with this Development Approval. Significant investigations were previously undertaken by the Applicant at the request of DTMR due to concerns raised with regard to the safety of the entrance as currently proposed. These concerns were overcome, however are now called into question with requirement to add a pedestrian crossing, which will need to be again considered and accepted by DTMR.

Further to the above, it is noted that at no point throughout this current development application process was the requirement by Council for the provision of a pedestrian crossing raised or discussed with the Applicant. No discussion was ever had nor conditioned as part of the previous Preliminary Approval, which documented in detail the proposed intersection treatment with Tannum Sands Road, which was subsequently conditioned by DTMR.



The sight distances and other design limitations surrounding the proposed intersection will dictate the undesirable attributes of this intersection in facilitating a pedestrian crossing. Tannum Sands Road is a state controlled road and is one of two roads that connect Tannum Sands to Gladstone. As such, the road is a critical vehicular link for which the introduction of a pedestrian crossing is simply not desirable, nor practical, for a road of this importance and typology.

The requirement for a pedestrian crossing will again add considerable cost onto this project for which we envisage a significantly low usage rate occurring from the proposed development. The operation of a community bus service is already proposed that will provide the necessary mobility for residents accessing the wider Tannum Sands locality, in addition to an extensive internal pathway network and communal open space features throughout the development.

We maintain that the requirement for a pedestrian crossing is not desirable to Tannum Sands Road due to the road typology and sight distance requirements and will only serve to add significant additional costs onto the project, the result of which will serve only the proposed development and operate at a very low rate of usage. For the reasons outlined, we request that Conditions 32 and 36 be deleted.

8. Condition 37

We request that Condition 37 be deleted or amended to require the use of landscaping as a means of softening the proposed retaining walls as an alternative treatment.

The requirement to render or clad all retaining walls visible from the internal roadways, is excessive and places unnecessary additional cost upon the project.

These specific retaining walls are intended to be visual features throughout the site by constructing them using a variety of products that will soften the look and feel of the walls e.g. stone, stone brickwork etc (to be confirmed and documented as part of the Landscape OPW Application). In addition to this, and as outlined within the Landscape Concept Plan prepared by Sunders Havill Group submitted with the response to the Information Request, it is proposed to further soften the walls using a variety of landscaping.

In consideration of the above, we request that Condition 37 be amended to reflect the above.

9. Condition 40

We request that Condition 40 be amended to require the construction of the screen fencing and acoustic fencing (to the property boundaries) be provided at the time of construction of each adjacent stage the fencing is located within.

The construction of the entire acoustic fence and all perimeter fencing with Stage 1 is simply not feasible and again places additional unnecessary cost burden upon the initial stage of the project. In addition to this, construction works (namely bulk earthworks) for the later stages of the development may impact newly constructed fences.

Constructing the fencing in a progressive manner with each respective stage, allows for a more manageable and viable outcome.

10. Infrastructure Charge Notice

A. Request to vary the Infrastructure Charges

The approach of Flinders Village is to offer a range of Independent Living Units (ILU) within the Retirement Village, that offer a variety of features, configurations and sizes. For this reason, a selection of 2-bedroom and 3-bedroom ILUs are proposed.

Despite this, the occupation rate of all ILUs will remain consistent with a 1-bedroom ILU with a maximum occupation of two permanent residents. These arrangements will ultimately be formally documented within the lease arrangements for Flinders Village and will restrict each



ILU to a maximum permanent occupation of 2 people, with additional bedrooms available for use by visitors only.

The above arrangements are consistent with current industry standards which are reflected by the results of a 2019 Retirement Census, conducted by the Property of Australia. This Census identified that 68% of ILUs are occupied by a single resident, with 32% of ILUs being occupied by couples.

Given this, it is clear that the permanent occupation and use of ILUs reflect that of a 1-bedroom ILU, regardless of the number of bedrooms.

The above scenario reflects a recent decision made by Rockhampton Regional Council (RRC) in 2016 regarding the Oaktree Rockhampton development (Retirement Village – 35 1 and 2 bedroom units plus 18 3-bedroom units) whereby RRC agreed to apply a consistent 1-bedroom rate charge across the entire development. It is noted that under RRC's Adopted Infrastructure Charges Resolution, the infrastructure charge is split into a separate charge for one, two and three bedroom units for a Retirement Facility.

Council agreed with the Applicant's methodology that retirement village ILUs in deferred management developments have lease arrangements in place which ensures only 2 permanent residents allowed in each ILU and additional bedrooms are for visitors only. As such, a retirement village ILU should be treated as a 1 bedroom unit. RRC, by way of an Infrastructure Agreement, applied their 1-bedroom rate of \$13,000/unit to all 53 retirement village ILUs within the development. A copy of the Oaktree Infrastructure Agreement has been enclosed with this correspondence.

In addition to the above, we further understand that Mackay Regional Council (MRC) in 2015 issued a Negotiated Infrastructure Charges Notice relating to another Oaktree development (Council Ref: DA-2014-214), whereby similar infrastructure charge rates to those used by RRC within their Infrastructure Charges Resolution, were used. Thus, the Negotiated ICN issued by MRC applied a separate infrastructure charge rate for both 1-bedroom and 2-bedroom ILUs consistent with the RRC infrastructure charges. A copy of the Oaktree Mackay ICN has been enclosed with this correspondence.

Given the above, we seek Council's consideration and agreement to:

1. Apply a separate infrastructure charge to both the 1-bedroom and 2-bedroom ILUs, as reflected by the position adopted by both Rockhampton Regional Council and Mackay Regional Council;
2. Apply a reduced infrastructure charge for the 2-bedroom ILUs, consistent with the charging regime adopted by both Rockhampton Regional Council and Mackay Regional Council (i.e. \$15,000/ILU); and
3. Apply the 2-bedroom infrastructure charge to the 10 x 3-bedroom ILUs, given the occupation and use of a 3-bedroom ILU reflects that of a 1-bedroom ILU with a maximum occupation of 2 permanent residents.



We thank Council in advance for considering the above representations and welcome an opportunity to meet to discuss in detail.

Should you have any queries, or require any further information, please do not hesitate to contact the undersigned on 3532 1300.

Yours faithfully

PEAKURBAN

Nathan Wilson
Senior Planner

Attachments:

- *Oaktree Mackay – Negotiated Infrastructure Charge Notice;*
- *Oaktree Rockhampton – Infrastructure Agreement.*



Your Ref: 30900 OAK TREE

Our Ref: DA-2014-214

16 July 2015

Oak Tree Villages Mackay Pty Ltd
c/- WSG
PO Box 158
MACKAY QLD 4740

Dear Sir/Madam

NEGOTIATED INFRASTRUCTURE CHARGE NOTICE - DA-2014-214

Your request for a Negotiated Infrastructure Charge Notice, lodged on 30th March 2015 to amend DA-2014-214 Infrastructure Charge Notice issued on 25 March 2015, was considered by Council's Acting Manager Development Assessment. Acting under delegated authority on the 16th July 2015, your request was approved and a Negotiated Infrastructure Charge Notice is attached.

Please email the Assessing Officer Shane Kleve at shane.kleve@mackay.qld.gov.au if you have any queries.



NEGOTIATED INFRASTRUCTURE CHARGES NOTICE

Sustainable Planning Act 2009 and Local Government Act 2009

To: Oak Tree Villages Mackay Pty Ltd
 c/- WSG
 PO Box 158
 MACKAY QLD 4740

Ref Number: DA-2014-214

LAND TO WHICH THE INFRASTRUCTURE CHARGE APPLIES

Planning Scheme: Mackay City Planning Scheme
 Lot & Plan Number: Lot 967 on SP261496
 Property Address: L 967 Rosewood Drive, RURAL VIEW QLD 4740

DEVELOPMENT TO WHICH THE INFRASTRUCTURE CHARGE APPLIES

The infrastructure charge applies to the following development type:
 Material Change of Use - 98 Multiple Dwelling Units and Caretakers Residence (Lifestyle Village)

AMOUNT OF THE INFRASTRUCTURE CHARGE

The infrastructure charge has been calculated in accordance with an infrastructure charges resolution under the *Sustainable Planning Act 2009*.

NET CHARGE AMOUNT – \$1,452,000.00 + annual adjustments

CHARGE CALCULATION

Charge Category	Infrastructure Charge	Demand Units	No. of Demand Units	Charge Amount
Accommodation (Long Term)	\$15,000	2 bedroom dwelling	80	\$1,200,000.00
	\$13,000	1 bedroom dwelling	18	\$234,000.00
Residential	\$18,000	2 bedroom dwelling	1	\$18,000.00
			Gross Charge Amount Total	\$1,452,000.00

NET CHARGE SUMMARY

Gross Charge Amount	Applied Credit Amount	Net Charge Amount
\$1,452,000.00	Nil *	\$1,452,000.00

* - As per DA-2014-67

ADJUSTMENTS TO THE CHARGE

The amount of the infrastructure charge is fixed for twelve (12) months from the date of this notice. After twelve (12) months, the amount of the Infrastructure Charge is subject to escalation in accordance with relevant legislation from the date of this notice to the date of payment.



DUE DATE FOR PAYMENT

Payment of the total charge must be made before the change happens if the charge applies to a Material Change of Use. Pro-rata payment based on the approved staging plan is permitted.

PAYMENT DETAILS

Payment of the Infrastructure Charges must be made to **Mackay Regional Council**.

Payment can be made by one of the following methods:

- In Person at one of Councils' Customer Service Centres (Cash, Cheque or Eftpos):
 - Mackay – Sir Albert Abbot Administration Building - 73 Gordon Street, Mackay
 - Mirani – 20 Victoria Street, Mirani
 - Sarina – 65 Broad Street, Sarina
- Post to: Mackay Regional Council, PO Box 41. Mackay, QLD 4740 (Cheque)
- Phone via 1300 622529 (Credit Card)

Please Note: Council does not offer BPay for the payment of Infrastructure Charges and does not accept American Express or Diners Club credit cards.

GOODS AND SERVICES TAX

The federal government has determined that rates and utility charges levied by local government will be GST free. Accordingly, no GST is included in this infrastructure charges notice.

FAILURE TO PAY CHARGE

An infrastructure charge levied by a local government is, for the purposes of recovery, taken to be a rate within the meaning of the *Local Government Act 2009*. Compound annual interest at 11% calculated daily is to be applied on an overdue charge.

This notice will lapse if the development approval stops having effect.

APPEAL RIGHTS

Attached is an extract from the *Sustainable Planning Act 2009* which details the appeal rights in relation to this notice (sections 478, 535 and 640 to 644).

ENQUIRIES

Enquiries regarding this Infrastructure Charge Notice should be directed to Development Assessment via e-mail: PlanningDep@mackay.qld.gov.au.



Shane Kleve
Acting Manager Development Assessment

Date of Issue: 16th July 2015



Chapter 7 Appeals, offences and enforcement – Part 1 Planning and Environment Court – Division 10 Appeals to court about other matters

Section 478 Appeals about infrastructure charges notice

- (1) The recipient of an infrastructure charges notice may appeal to the court about the decision to give the notice.
- (2) However, the appeal may be made only on 1 or more of the following grounds—
 - (a) the charge in the notice is so unreasonable that no reasonable relevant local government could have imposed it;
 - (b) the decision involved an error relating to—
 - (i) the application of the relevant adopted charge; or
 - (ii) the working out, for section 636, of additional demand; or
 - (iii) an offset or refund;
 - (c) there was no decision about an offset or refund;

Examples of possible errors in applying an adopted charge—

 - the incorrect application of gross floor area for a non-residential development
 - applying an incorrect 'use category' under an SPRP (adopted charges) to the development
 - (d) if the infrastructure charges notice states a refund will be given—the timing for giving the refund.
- (3) To remove any doubt, it is declared that the appeal must not be about—
 - (a) the adopted charge itself; or
 - (b) for a decision about an offset or refund—
 - (i) the establishment cost of infrastructure identified in an LGIP; or
 - (ii) the cost of infrastructure decided using the method included in the local government's charges resolution.
- (4) The appeal must be started within 20 business days after the day the recipient is given the relevant infrastructure charges notice.

Chapter 7 Appeals, offences and enforcement – Part 2 Building & development dispute resolution committees - Division 7 Appeals about particular charges

535 Appeals about infrastructure charges decisions

- (1) The recipient of an infrastructure charges notice may appeal to a building and development committee about the decision to give the notice.
- (2) However, the appeal may be made only on 1 or more of the following grounds—
 - (a) the decision involved an error relating to—
 - (i) the application of the relevant adopted charge; or
 - (ii) the working out, for section 636, of additional demand; or
 - (iii) an offset or refund;
 - (b) there was no decision about an offset or refund;

Examples of possible errors in applying an adopted charge—

 - the incorrect application of gross floor area for a non-residential development
 - applying an incorrect 'use category' under an SPRP (adopted charges) to the development
 - (c) if the infrastructure charges notice states a refund will be given—the timing for giving the refund.
- (3) To remove any doubt, it is declared that the appeal must not be about—
 - (a) the adopted charge itself; or
 - (b) for a decision about an offset or refund—
 - (i) the establishment cost of infrastructure in an LGIP; or
 - (ii) the cost of infrastructure decided using the method included in the local government's charges resolution.
- (4) The appeal must be started within 20 business days after the day the recipient is given the relevant infrastructure charges notice.

Chapter 8 Infrastructure – Part 2 Provisions for Local Governments – Division 1 Charges for trunk infrastructure - Subdivision 5 Changing charges during relevant appeal period

640 Application of sdiv 5

This subdivision applies to the recipient of an infrastructure charges notice (the *original notice*) given by a local government.

641 Submissions for infrastructure charges notice

During the relevant appeal period, the recipient may make submissions to the local government about the original notice.

642 Consideration of submissions

The local government must consider the submissions.

643 Decision about submissions

- (1) If the local government decides it agrees with a submission, it must, within 5 business days after making the decision, give the recipient a new infrastructure charges notice (a *negotiated notice*).
- (2) The local government may give only 1 negotiated notice.
- (3) A negotiated notice—
 - (a) must be in the same form as the original notice; and
 - (b) must state the nature of the changes; and
 - (c) replaces the original notice.
- (4) If the local government decides it does not agree with any of the submissions, it must, within 5 business days after making the decision, give the recipient a notice stating the decision.
- (5) Despite another provision of this Act, the relevant appeal period for the infrastructure charges notice starts again when the recipient is given the notice under subsection (4).

644 Suspension of relevant appeal period

- (1) If the recipient needs more time to make submissions, the recipient may give the local government a notice (a *suspension notice*) suspending the relevant appeal period.
- (2) The recipient may give only 1 suspension notice.
- (3) If the submissions are not made within 20 business days after the giving of the suspension notice, the balance of the relevant appeal period restarts.
- (4) If submissions are made within the 20 business days and the recipient gives the local government a notice withdrawing the suspension notice, the balance of the relevant appeal period restarts the day after the local government receives the notice of withdrawal.

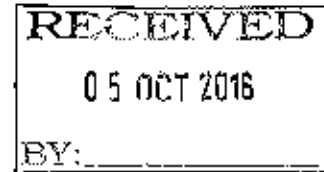


Rockhampton Office
232 Bolsover St, Rockhampton

Gracemere Office
1 Ranger St, Gracemere

Mount Morgan Office
32 Hall St, Mount Morgan

Our reference: D/82-2014
Enquiries to: Tarnya Fitzgibbon
Telephone: 1300 22 55 77



29 September 2016

Oak Tree Group Pty Ltd
Paul Ferguson
PO BOX 947
SPRING HILL QLD 4004

Dear Sir /Madam,

INFRASTRUCTURE AGREEMENT FOR DEVELOPMENT PERMIT D/82-2014 FOR A MATERIAL CHANGE OF USE FOR A MULTI UNIT DWELLING (RETIREMENT VILLAGE - 53 UNITS) - SITUATED AT 40 FOULKES STREET, NORMAN GARDENS - DESCRIBED AS LOT 173 ON SP267916, PARISH OF MURCHISON

Please find enclosed a copy of the Infrastructure Agreement, which has been signed by both parties.

If you have any queries regarding this matter please contact the undersigned at the Rockhampton office on 1300 22 55 77.

Yours faithfully,

A handwritten signature in black ink, appearing to be "Tarnya Fitzgibbon".

Tarnya Fitzgibbon
COORDINATOR DEVELOPMENT ASSESSMENT



Rockhampton Regional
Council proudly supports
the **CQ NRL BID**

Rockhampton Regional Council PO Box 1860, Rockhampton Q 4700
Phone 4932 9000 or 1300 22 55 77 | Fax 4936 8862 or 1300 22 55 79
Email enquiries@rc.qld.gov.au | Web www.rockhamptonregion.qld.gov.au

INFRASTRUCTURE AGREEMENT

**ROCKHAMPTON REGIONAL COUNCIL
AND
OAK TREE GROUP PTY LTD
A.C.N. 120 413 998**

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	<p>number for notices under this Agreement;</p> <p>(c) If it is not at either such address or facsimile number, its last principal place of business or facsimile number known to the Party giving the notice.</p>
Administering Authority	The authority responsible for enforcing relevant provisions of an Act.
Agreement	This instrument and the agreement it evidences.
Bank	A bank licenced and conducting business as a banker under Commonwealth or Queensland legislation regulating banking.
Business Day	<p>(a) For giving notice under the Agreement: a day other than a Saturday, Sunday or public holiday in the locality to which the notice is to be sent.</p> <p>(b) For making a payment under the Agreement: a day, other than a Saturday, Sunday or public holiday, upon which Banks are open for business in the locality of the recipient's address for notices.</p>
Chief Executive Officer	<p>Council's chief executive officer, including:</p> <p>(a) A person acting in the position at a relevant time; and</p> <p>(b) A person to whom the chief executive officer's power has been delegated at a relevant time for a relevant purpose concerning this Agreement.</p> <p>NOTE: Section 259 of the <i>Local Government Act 2009</i> empowers the chief executive officer of a local government, with certain exceptions, to delegate his responsibilities, generally or particularly, to another appropriately qualified employee of the local government.</p>
Contract Obligation	An obligation under this Agreement.
Cost	Includes loss, liability, and expense.
CPI	All Groups Quarterly Consumer Price Index for Brisbane as declared by the Australian Bureau of Statistics.
Development	See Clause 1.2.
Development Approvals	See Clause 1.2.
Development Site	See Clause 1.1.
Final Certificate	A certificate issued pursuant to any relevant Act certifying that a unit in the Development may be lawfully occupied as a residence
Infrastructure	Infrastructure as defined in SPA.
Local Government Act	<i>Local Government Act 2009</i> .
Officer	<p>(a) For the Applicant: an attorney.</p> <p>(b) For Council:</p>

	<ul style="list-style-type: none"> (i) Its Mayor; (ii) A Councillor or Council employee authorised in writing by its Mayor to sign the notice or documents of a class that encompasses the notice; or (iii) The Chief Executive Officer (including for clarity, his lawful sub-delegate), or another person to whom Council has delegated authority, to sign the notice or documents of a class that encompasses the notice. <p>(c) For either Party: its solicitor.</p>
Part	<p>A numbered part or division of this Agreement, other than an Appendix, containing:</p> <ul style="list-style-type: none"> (a) One or more items; or (b) One or more Clauses.
Party	A party to the Agreement.
SPA	<i>Sustainable Planning Act 2009.</i>

3.2 Cognate Expressions

Derivatives of a defined expression bear meanings corresponding to and consistent with the definitions.

3.3 Non-defined Expressions

A term used, but not relevantly defined, in the Agreement carries the meaning that the Macquarie English Dictionary ascribes to it.

3.4 Parties

Reference to a Party includes the person's successors and permitted assigns.

3.5 Concurrent Responsibility (Joint and Several Responsibility)

For a Party composed of two or more persons, each item of agreement by the Party binds:

3.5.1 All of the persons collectively; and

3.5.2 Each of them as an individual.

3.6 Inclusive References

3.6.1 "Include" and its derivatives are not expressions of limitation.

3.6.2 For clarity, where a provision states that a given thing includes another specified thing or other specified things, the other specified thing or things must be treated as:

(a) merely exemplifying what the given thing may encompass;

(b) not as stating everything (or the only thing/s) encompassed by it.

3.7 Examples

3.7.1 Irrespective of whether it appears within the body of the provision or as a discrete statement that follows the provision, an example of a provision's operation or effect is part of the provision and is not to be disregarded when interpreting the Agreement.

3.7.2 The example is not exhaustive.

- 3.7.3 The example does not limit the meaning of the provision but it may extend that meaning.
- 3.7.4 The example and the provision are to be read:
- (a) in the context of one another; and
 - (b) in the context of the other provisions of the Agreement.
- 3.7.5 If so read, the example and the provision are inconsistent, the provision prevails.
- 3.8 References to legislation
- 3.8.1 References to an Act includes an Act that amends, consolidates or replaces an Act.
- 3.8.2 Reference to a section or other provision of an Act includes a section or provision that amends, consolidates or replaces the section or provision.
- 3.8.3 Reference to an Act not identified (by definition or otherwise) as an Act of the Commonwealth Parliament is to an Act of the Queensland Parliament.
- 3.9 Miscellaneous References
- 3.9.1 Reference to the singular includes the plural, and vice versa.
- 3.9.2 References to a gender includes each other gender.
- 3.9.3 (Reference to a person encompasses a natural person, a corporation, any other type of legal entity (including a body politic), a firm, and a voluntary association.
- 3.9.4 Reference to an entity that has ceased to exist, or has reconstituted, amalgamated, reconstructed, or merged, is to be treated as a reference to the person:
- (a) established or constituted in its stead; or
 - (b) succeeding, as nearly as may be, to its power or function.
- 3.9.5 Reference to an office or a position includes an office or a position:
- (a) established or constituted in lieu of that office or position; or
 - (b) succeeding, as nearly as may be, to its power or function.
- 3.9.6 Reference to a day is to 24 hour period ending at midnight.
- 3.9.7 Reference to money is a reference to Australian dollars and cents.
- 3.9.8 Reference to a time of day is a reference to Australian Eastern Standard Time.
- 3.9.9 Reference to writing is a reference to reproduction of words, figures, symbols, and shapes in visible form, in English.
- 3.10 Headings
- The table of contents, headings and any notes:
- (a) Appear for convenience only; and
 - (b) Are to be disregarded when interpreting the Agreement.
- 3.11 Consents
- An obligation not to refuse its consent unreasonably does not require a Party when deciding a request for that consent.

- (1) To consider the interests of the Party seeking the consent or those of any other person; or
- (2) To act against its own interests.

3.12 Contra Proferentem Interpretation

A provision of the Agreement is not to be interpreted against the interest of a Party merely because the Agreement or provision was drawn by or on behalf of that Party.

3.13 Severance

A provision is to be treated as omitted from the Agreement if:

- (1) The provision is void, unenforceable or incomprehensible; or
- (2) Retaining the provision would render the Agreement or part of the Agreement void, unenforceable, or incomprehensible.

PART 4 – PRELIMINARIES

4.1 Type of Agreement

This Agreement is an infrastructure agreement made under Chapter 8, Part 4 of the SPA.

4.2 Attached to Land (Applicant Obligations)

The Contract Obligations attach to the Development Site and bind the Owner and its successors in title to the Land.

The Applicant consents to the Contract obligations specified in the Agreement being attached to the Development Site.

The Council and Applicant acknowledge that the registered owner of the Development Site consents to the Contract Obligations under the Agreement being attached to the Development Site.

4.3 Overriding Effect of Agreement

To the extent of its inconsistency with any relevant Development Approval referred to herein, this Agreement prevails.

4.4 Parties Assurances

4.4.1 Each Party assures the other Parties that:

- (a) it possesses the power to enter this Agreement;
- (b) it possesses the power to perform all of its obligations under the Agreement;
- (c) all necessary authorising action has been taken to enable it to enter the Agreement and to perform its obligations (for example, the passing of any necessary resolutions);
- (d) in entering the Agreement and performing its obligations, it will not be contravening any law by which it is bound.

4.4.2 Each of the Parties acknowledges that the others enter this Agreement in reliance upon those assurances.

4.5 Representatives' Assurances

Each person signing the Agreement as an Officer or other representative of a Party assures each other Party or signatory that he or she possesses unrestricted authority to sign in that capacity.

PART 5 – PAYMENT OF INFRASTRUCTURE CHARGES

5.1 Infrastructure charges

The Applicant was issued with an Amended Infrastructure Charges Notice dated 25 September 2015, in the amount of \$846,000 being charged on the basis of two and three bedroom units.

5.2 Applicant's circumstances

The Applicant has made representations that in its lease agreement with residents that only two people can reside in each unit and therefore the infrastructure charges should be based on one bedroom units rather than two and three bedroom units. Specifically clause 8.14 of the lease limits visitors. A copy of the lease is at Appendix Two.

At its Planning and Development Committee meeting held on 27 January 2016, Council agreed that the Infrastructure Charges for the Development would be based on one bedroom units, being a charge of \$13,000 per unit.

5.3 Total Amount of Infrastructure Charges

The total amount of infrastructure charges payable for the Development is \$668,000.00 (the "Aggregate Infrastructure Charges").

The Aggregate Infrastructure Charges entail:

- 5.3.1 a charge in the sum of \$13,000.00 for each of the thirty-five (35) one and two bedroom dwelling units;
- 5.3.2 a charge in the sum of \$13,000.00 for each of the of the eighteen (18) three bedroom dwelling units; and
- 5.3.3 a credit of \$21,000.00 for the existing allotment.

5.4 When Infrastructure charges must be paid

The Infrastructure Charges must be paid as follows:

- 5.4.1 \$83,000.00 within ten (10) Business Days of a Final Certificate being issued for units 6 through 13 (inclusive) and in any event before the material change of use of those units occurs; and
- 5.4.2 for each unit thereafter, \$13,000.00 within ten (10) Business Days of a Final Certificate for each unit and in any event before the material change of use of that unit occurs.

5.5 Amended Infrastructure Charges Notice

All other requirements under the Amended Infrastructure Charges Notice dated 25 September 2015 remain the same.

PART 6 - TRUSTEE COVENANTS

6.1 Application of Part

This Part 7 applies where the Applicant (a Trustee) enters the Agreement as a trustee.

6.2 Dual Capacity

The Trustee assumes its Contract Obligations:

- (1) In its personal capacity; and
- (2) In its trustee capacity.

6.3 Applicant Warranties

The Trustee declares that:

- (1) It is the sole trustee of the trust;
- (2) It has fully disclosed to Council the terms of the trust;
- (3) It possesses unqualified power under the trust to enter this Agreement;
- (4) It possesses unqualified power under the trust to assume all of its Contract Obligations;
- (5) It possesses unqualified entitlement to indemnify from the trust assets for the liabilities it incurs in the exercise of its trustee powers;
- (6) It enters the Agreement, or assumes its Contract Obligations, in the proper exercise of its trustee powers;
- (7) It is not in breach of trust when entering the Agreement or assuming the Contract Obligations, except as disclosed in writing to Council.

6.4 Prohibited Dealings

6.4.1 While any of its Contract Obligations remain to be discharged, the Trustee must not engage in a prohibited dealing without Council consent.

6.4.2 The Trustee engages in a prohibited dealing if:

- (a) it amends or revokes the trust, or permits amendment or revocation;
- (b) it retires, or suffers removal, as trustee of the trust;
- (c) it appoints a new or additional trustee of the trust, or permits accelerated vesting or termination to occur;
- (d) it accelerates vesting or termination of the trust, or permits accelerated vesting or termination to occur;
- (e) it commits a breach of trust;
- (f) it encumbers a trust asset; or
- (g) it does anything that will or might result in the diminution of its entitlement to indemnify from the trust assets or the beneficiaries.

6.5 Remedies upon Applicant Default

6.5.1 If it incurs a liability to Council for default under this Agreement, the Trustee must exercise, upon demand by Council, all indemnity entitlements it possesses against the trust assets and the beneficiaries, to discharge the liability.

6.5.2 The Trustee charges in favour of Council all of those indemnity entitlements, to secure the payment of all amounts that become owing to Council under the Agreement.

6.5.3 The Trustee irrevocably appoints the Chief Executive Officer as its attorney to do in its name, on its behalf, anything the Chief Executive Officer considers necessary to exercise those indemnity entitlements pursuant to the charge.

PART 7 – DEFAULT

7.1 Default Notice

A Default Notice is a notice from one Party to the other:

- (a) Specifying in reasonable detail a default by the other Party under this Agreement; and
- (b) Requesting the other Party to rectify the default within the period specified in the notice, which must be reasonable.

7.2 Events of Default

The Applicant defaults under this Agreement if it fails to discharge within the time limitation (specified in the Agreement or at law) a Contract Obligation by which it is bound.

7.3 Entitlements upon Default

7.3.1 For an Applicant default that is remediable: if the Applicant fails to comply with a Default Notice, Council may, as the case requires:

- (a) remedy the default (if the default is a failure to perform work, whether properly or at all); and
- (b) recover from the Applicant as a debt the Cost it incurs in giving the Default Notice and effecting the remedy.

7.3.2 For a Council default: the Applicant may recover from Council as a debt:

- (a) the money demanded under the Default Notice; and
- (b) the money it reasonably expends in giving the Default Notice.

7.3.3 Each Party's entitlements under this Clause 9.3 are additional to its entitlements under relevant Acts (including, for clarity, the Planning Scheme) and at general law.

7.3.4 In particular, each Party acknowledges that this Agreement is not an agreement for section 639(2) of the SPA.

PART 8 – NOTICES

8.1 Formal Requirements

8.1.1 This Part 9 governs notices under the Agreement unless another provision of the Agreement expressly provides otherwise.

8.1.2 A notice must be in writing.

8.1.3 The Party giving the notice, or one of its Officers, must sign the notice.

8.1.4 If a Party is composed of more than one person:

- (a) a notice by that Party need not be signed by all of those persons if it expressly states that the signatory is, or signatories are, authorised by all of those persons to sign the notice; and
- (b) the recipient of the notice need not enquire into the validity of the authorisation.

8.2 Service of Notices

A Party may give a notice:

- (1) By delivering it to the intended recipient's Address for Notices; or

- (2) By posting it to the intended recipient at its Address for Notices; or
 (3) By transmitting it via facsimile to the intended recipient at its Address for Notices.

Party	Address for Notices
Council	Delivery – 232 Bolsover Street, Rockhampton, Qld 4700 Postal – P.O. Box 1860, Rockhampton, Qld 4700 Facsimile – (07) 4936 8862
Applicant	Delivery – 60 Raff Street, Spring Hill Qld 4004 Postal – PO Box 947, Spring Hill Qld 4004 Facsimile – (07) 3831 4544

8.3 Receipt of Notices

8.3.1 A notice that is delivered or posted is deemed received:

- (a) if delivered at or before 4:30pm: at the moment of delivery;
- (b) if delivered after 4:30pm: at 8:30am on the Business Day following the day of delivery;
- (c) if posted to an address in Australia: two Business Days after posting;
- (d) if posted to an address outside Australia: five Business Days after posting.

8.3.2 A notice sent by facsimile transmission is deemed received at the time of receipt specified in a confirmation report, if the report discloses that the transmission was received at or before 4:30pm.

8.3.3 If the confirmation report discloses receipt of the transmission after 4:30pm, the notice is deemed received at 8:30am on the Business Day following the date of receipt disclosed in the report.

8.3.4 A confirmation report is, for a facsimile transmission, a transmission confirmation report produced by the sender's facsimile machine:

- (a) containing the identification code of the intended recipient's facsimile machine; and
- (b) indicating that the transmission was received without error.

8.3.5 A notice received upon a day that is not a Business Day is deemed received at 8:30am on the Business Day following the day of receipt.

PART 9 – MISCELLANEOUS

9.1 Character of Instrument

This instrument is a deed, binding each Party, irrespective of:

- (1) Its terminology (for example, referencing "Clause" rather than "Covenant"); and
- (2) Whether it records the passage of consideration between the Parties.

9.2 Delivery of Instrument

Each Party delivers this instrument as its deed conditionally upon both Parties:

- (1) Executing the instrument; and

(2) Notifying one another that they have done so.

9.3 Entirety of Agreement

9.3.1 This instrument details the entire arrangement between the Parties concerning this Agreement:

- (a) irrespective of negotiations or discussions preceding its execution and delivery; and
- (b) irrespective of the content of any brochure, report, correspondence, or other document produced by or on behalf of a Party.

9.3.2 Each Party acknowledges that no representation, verbal or written, made by or on behalf of the other Party but not detailed in this instrument has induced it to enter the Agreement.

9.4 Communications between Parties

9.4.1 Neither an approval nor a consent or permission given under the Agreement binds the person giving it unless the person gives it in writing.

9.4.2 An appointment or direction made or given under the Agreement is ineffective unless made or given in writing.

9.4.3 A statement the Agreement obliges a Party to give is ineffective unless it is given in writing.

9.4.4 A request made under the Agreement is deemed neither made nor received if not made in writing.

9.4.5 For clarity, a notice under the Agreement is ineffective unless given in writing.

9.5 Cumulative Entitlements

9.5.1 The remedies and other entitlements the Agreement gives a Party are cumulative, not alternative.

9.5.2 Moreover, no remedy or entitlement is exclusive of other remedies or entitlements that the Party possesses (whether under an Act or at general law).

9.6 Survival of Provisions

A provision of the Agreement capable of continued application after the Agreement has terminated will remain enforceable.

9.7 Governing Law

9.7.1 This Agreement is governed by Queensland law.

9.7.2 For clarity, Queensland law includes Commonwealth Acts to the extent that they bind Queensland.

9.8 Jurisdiction (Adjudication of Disputes)

9.8.1 For this Clause 11.8, a Queensland Court is:

- (a) a court or tribunal, constituted under Queensland legislation and empowered to adjudicate a dispute arising under this Agreement; and
- (b) the High Court of Australia (as the final forum of appeal from the decision of any such court or tribunal).

9.8.2 The Parties submit to the exclusive jurisdiction of the Queensland Courts for the adjudication and resolution of disputes under the Agreement.

9.8.3 Each Party waives all entitlement to object to a Party bringing action upon the Agreement before a Queensland Court, including entitlement to claim that:

- (a) the Queensland Court is an inconvenient forum; or
- (b) no Queensland Court has jurisdiction.

9.8.4 Each Party undertakes to refrain from bringing action upon the Agreement in a forum other than a Queensland Court.

9.9 Legal Costs

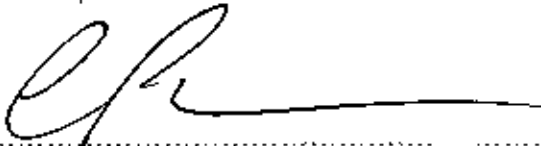
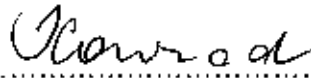
The Applicant must bear Council's legal expenses concerning the negotiation, preparation, and execution of this Agreement, and must pay to or reimburse Council those expenses within 90 days of receiving an invoice from Council.

[Attestations and Appendices to follow]

ATTESTATIONS

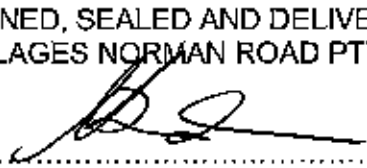
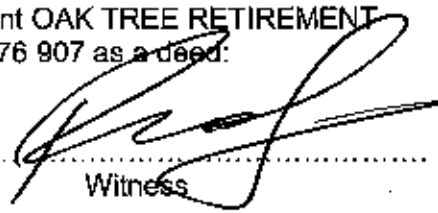
SIGNED, SEALED AND DELIVERED on behalf of ROCKHAMPTON REGIONAL COUNCIL:

- As a deed;
- Pursuant to section 236 of the *Local Government Act 2009*;
- By a Council delegate, who certifies he is the proper officer to sign;
- In the presence of a witness.


.....
Delegate *CEO* 
Witness

Ervin Pardon
.....
Full name *Tandi Conrad*
Full name [print]

SIGNED, SEALED AND DELIVERED by the Applicant OAK TREE RETIREMENT VILLAGES NORMAN ROAD PTY LTD A.C.N. 164 576 907 as a deed:


.....
Director 
Witness

MARK BINDON
.....
Full name *PAUL FERRISON*
Full name [print]

APPENDICES

Appendix One: Approval D/82-2014 and related Amended Infrastructure Charges Notice

Appendix Two: Lease

APPENDIX ONE

Approval D/82-2014 and related Amended Infrastructure
Charges Notice

Decision Notice Approval (amended)

SUSTAINABLE PLANNING ACT 2009, SECTION 376

Application number:	D/82-2014	Contact:	Hayley Tiegs
Date of Decision:	19 January 2015	Contact Number:	1300 22 55 77

1. APPLICANT DETAILS

Name:	Oak Tree Group Pty Ltd C/- Urbis Pty Ltd		
Postal address:	Level 7, 123 Albert Street BRISBANE QLD 4000		
Phone no:	(07) 3007 3800	Mobile no:	Email: bweaver@urbis.com.au

2. PROPERTY DESCRIPTION

Street address:	40 Foulkes Street, Norman Gardens (previously known as 790-812 Norman Road, Norman Gardens)		
Real property description:	Lot 173 on SP267916 (previously known as Lot 302 on SP261803), Parish of Murchison		

3. OWNER DETAILS

Name:	ILIV CVC Rockhampton Pty Ltd Tte		
Postal address:	PO Box 2754, Nerang QLD 4211		

4. DEVELOPMENT APPROVAL

Development Permit for a Material Change of Use for a Multi Unit Dwelling (Retirement Village - 53 Units)

5. APPLICATION TYPE

	Development Permit	Preliminary Approval
• Material change of use made assessable by the planning scheme	YES	NO

6. THE RELEVANT PERIOD

The standard relevant periods stated in section 341 of *Sustainable Planning Act 2009* apply to each aspect of development in this approval, if not stated in the conditions of approval attached.

7. THE APPROVED PLANS

The approved development must be completed and maintained generally in accordance with the approved drawings and documents:

Plan/Document Name	Plan Number	Dated
Site Plan	0000, A001, Revision 19	29 June 2015
Ground Floor Plan	C4042-01a, 01a-01, Revision 1	20 March 2014
Elevations	C4042-01a, 01a-02, Revision 1	20 March 2014

Plan/Document Name	Plan Number	Dated
Ground Floor Plan	C4042-01b, 01b-01, Revision 1	20 March 2014
Elevations	C4042-01b, 01b-02, Revision 1	20 March 2014
Ground Floor Plan	C4042-02a, 02a-01, Revision 1	20 March 2014
Elevations	C4042-02a, 02a-02, Revision 1	20 March 2014
Ground Floor Plan	C4042-2b, 02b-01, Revision 1	20 March 2014
Elevations	C4042-2b, 02b-02, Revision 1	20 March 2014
Ground Floor Plan	C4042-03a, 03a-01, Revision 1	20 March 2014
Elevations	C4042-03a, 03a-02, Revision 1	20 March 2014
Ground Floor Plan	C4042-03, 03-01, Revision 1	20 March 2014
Elevations	C4042-03, 03-02, Revision 1	20 March 2014
Comm Centre – Cover	C0000, 00-01, Revision 1	9 October 2014
Comm Centre – Floor Plan	C0000, 00-02, Revision 1	9 October 2014
Comm Centre - Elevations	C0000, 00-05, Revision 1	9 October 2014
Comm Centre – Elevations	C0000, 00-06, Revision 1	9 October 2014
Draft Landscape Concept	DA01, Issue A	March 2014
Draft Landscape Concept	DA02, Issue A	March 2014
Concept Landscape Plan Sheet 01	201418-DA-01 Issue B	12 December 2014
Concept Landscape Plan Sheet 02	201418-DA-02 Issue B	12 December 2014
Concept Landscape Plan Sheet 03	201418-DA-03 Issue B	12 December 2014
Concept Landscape Plan Sheet 04	201418-DA-04 Issue B	12 December 2014
Concept Landscape Sections Sheet 05	201418-DA-05 Issue B	12 December 2014
Concept Landscape Sections Sheet 06	201418-DA-06 Issue B	12 December 2014
Civil Engineering Services Report	B14013CR001	25 March 2014
Concept Civil Services Plan	B14013-CSK02 Rev B	2 December 2014
Concept Bulk Earthworks Layout Plan	B14013-CSK01 Rev B	2 December 2014
Concept Retailing Wall Section Options	B14013-CSK03 Rev B	2 December 2014
Staging Plan	0000, SK1 Revision A	29 June 2015

8. FURTHER DEVELOPMENT PERMITS REQUIRED

Type of development permit required	Subject of the required development permit
Operational Works	Road Works Access Works Stormwater Works Site Works
Building Works Plumbing and Drainage Works	

9. SUPERSEDED PLANNING SCHEME **NO**

10. CHANGES TO CONDITIONS

The conditions which have been changed or cancelled are as follows:

1)	Condition 1.4	changed	24 September 2015
2)	Condition 1.10	added	24 September 2015
3)	Condition 2.1	changed	24 September 2015
4)	Condition 2.1	changed	19 January 2015
5)	Condition 4.5	added	24 September 2015
6)	Condition 5.2	changed	24 September 2015
7)	Condition 6.2	changed	24 September 2015
8)	Condition 8.6	added	24 September 2015
9)	Condition 9.5	changed	19 January 2015
10)	Item 9	changed	24 September 2015

11. REFERRAL AGENCIES

Based on the information accompanying the lodged application, the following Referral Agencies were activated by this application.

Referrals – Other development made assessable under schedule 3 (whether or not the development is also assessable under a planning scheme, temporary local planning instrument or preliminary approval to which section 242 of the Sustainable Planning Act applies)

	For an application involving	Name of agency	Status	Address
DEVELOPMENT IMPACTING ON A STATE TRANSPORT INFRASTRUCTURE				
2	An aspect of development identified in schedule 9 that— (a) is for a purpose mentioned in schedule 9, column 1; and (b) meets or exceeds the threshold— (i) for development in LGA population 1—mentioned in schedule 9, column 2 for the purpose; or (ii) for development in LGA population 2—mentioned in schedule 9, column 3 for the purpose.	Department of Infrastructure, Local Government and Planning <i>(Previously known as Department of State Development, Infrastructure and Planning)</i>	Concurrence Agency	Online: www.dlisp.qld.gov.au/MyDAS Postal: PO Box 113 Rockhampton Qld 4700

	For an application involving	Name of agency	Status	Address
	However, if the development is for a combination of purposes mentioned in the same item of schedule 9, the threshold is for the combination of purposes and not for each purpose individually.			

12. SUBMISSIONS

Properly made submissions were received from:

- 1) Geoff McWilliam, Citimark Properties Pty Ltd, Level 16b, Central Plaza One, 345 Queen Street, Brisbane QLD 4700

13. RIGHTS OF APPEAL

Rights of appeal in relation to this application are attached.

14. WHEN THE DEVELOPMENT APPROVAL TAKES EFFECT

This development approval takes effect:

- From the time the decision notice is given – if there is no submitter and the applicant does not appeal the decision to the court.

Or

- When the submitter's appeal period ends – if there is a submitter and the applicant does not appeal the decision to the court.


Or

- Subject to the decision of the court, when the appeal is finally decided – if an appeal is made to the court.

15. ORIGINAL DECISION ASSESSMENT MANAGER

Name: **Tarnya Fitzgibbon** Date: 20 January 2015
COORDINATOR DEVELOPMENT ASSESSMENT

16. ASSESSMENT MANAGER

Name: **Tarnya Fitzgibbon** Signature:  Date: 25 September 2015
MANAGER DEVELOPMENT AND BUILDING

C/C. Department of Infrastructure, Local Government and Planning - RockhamptonSARA@dilgp.qld.gov.au

1.0 ADMINISTRATION

- 1.1 The Developer is responsible for ensuring compliance with this approval and the Conditions of the approval by an employee, agent, contractor or invitee of the Developer.
- 1.2 Where these Conditions refer to "Council" in relation to requiring Council to approve or to be satisfied as to any matter, or conferring on the Council a function, power or discretion, that role of the Council may be fulfilled in whole or in part by a delegate appointed for that purpose by the Council.
- 1.3 All conditions of this approval must be undertaken and completed to the satisfaction of Council, at no cost to Council.
- 1.4 All conditions, works, or requirements of this approval associated with each relevant stage of this development must be undertaken and completed prior to the commencement of the use of that particular stage, unless otherwise stated.
- 1.5 Where applicable, infrastructure requirements of this approval must be contributed to the relevant authorities, at no cost to Council prior to the commencement of the use, unless otherwise stated.
- 1.6 The following further Development Permits must be obtained prior to the commencement of any works associated with their purposes:
- 1.6.1 Operational Works:
 - (i) Road Works;
 - (ii) Access Works;
 - (iii) Stormwater Works; and
 - (iv) Site Works.
 - 1.6.2 Plumbing and Drainage Works; and
 - 1.6.3 Building Works.
- 1.7 All Development Permits for Operational Works and Plumbing and Drainage Works must be obtained prior to the issue of a Development Permit for Building Works.
- 1.8 Unless otherwise stated, all works must be designed, constructed and maintained in accordance with the relevant Council policies, guidelines and standards.
- 1.9 All engineering drawings/specifications, design and construction works must comply with the requirements of the relevant *Australian Standards* and must be approved, supervised and certified by a Registered Professional Engineer of Queensland.
- 1.10 This development may be undertaken in stages generally in accordance with the approved staging plan and in the following manner, unless otherwise agreed in writing by Council:
- 1.10.1 Units 6 to 13 and visitor car parks 1 to 3 (Stage One);
 - 1.10.2 Units 1 to 5 and visitor car parks 4 to 6 and 18 (Stage Two);
 - 1.10.3 Units 14 to 18 (Stage Three);
 - 1.10.4 Units 19 to 26 (Stage Four);
 - 1.10.5 Units 27 to 33 (Stage Five);

- 1.10.6 Units 51 to 53 and visitor car parks 7 to 10 (Stage Six);
- 1.10.7 Units 45 to 50 (Stage Seven);
- 1.10.8 Units 41 to 44 and visitor car parks 11 to 17 (Stage Eight);
- 1.10.9 Units 38 to 40 (Stage Nine);
- 1.10.10 Units 34 to 37 (Stage Ten); and
- 1.10.11 Community Centre (Stage A).

in accordance with the approved Staging plan (refer to condition 2.1).

The stages are not required to be undertaken in any chronological order and may be developed in one or more stages at a time.

- 1.11 Unless otherwise expressly stated, the conditions must be read as being applicable to all stages.

2.0 APPROVED PLANS AND DOCUMENTS

- 2.1 The approved development must be completed and maintained generally in accordance with the approved plans and documents, except where amended by the conditions of this permit:

<u>Plan/Document Name</u>	<u>Plan/Document Number</u>	<u>Dated</u>
Site Plan	0000, A001, Revision 19	29 June 2015
Ground Floor Plan	C4042-01a, 01a-01, Revision 1	20 March 2014
Elevations	C4042-01a, 01a-02, Revision 1	20 March 2014
Ground Floor Plan	C4042-01b, 01b-01, Revision 1	20 March 2014
Elevations	C4042-01b, 01b-02, Revision 1	20 March 2014
Ground Floor Plan	C4042-02a, 02a-01, Revision 1	20 March 2014
Elevations	C4042-02a, 02a-02, Revision 1	20 March 2014
Ground Floor Plan	C4042-2b, 02b-01, Revision 1	20 March 2014
Elevations	C4042-2b, 02b-02, Revision 1	20 March 2014
Ground Floor Plan	C4042-03a, 03a-01, Revision 1	20 March 2014
Elevations	C4042-03a, 03a-02, Revision 1	20 March 2014
Ground Floor Plan	C4042-03, 03-01, Revision 1	20 March 2014
Elevations	C4042-03, 03-02, Revision 1	20 March 2014
Comm Centre – Cover	C0000, 00-01, Revision 1	9 October 2014
Comm Centre – Floor Plan	C0000, 00-02, Revision 1	9 October 2014
Comm Centre - Elevations	C0000, 00-05, Revision 1	9 October 2014
Comm Centre – Elevations	C0000, 00-06, Revision 1	9 October 2014

<u>Plan/Document Name</u>	<u>Plan/Document Number</u>	<u>Dated</u>
Draft Landscape Concept	DA01, Issue A	March 2014
Draft Landscape Concept	DA02, Issue A	March 2014
Concept Landscape Plan Sheet 01	201418-DA-01 Issue B	12 December 2014
Concept Landscape Plan Sheet 02	201418-DA-02 Issue B	12 December 2014
Concept Landscape Plan Sheet 03	201418-DA-03 Issue B	12 December 2014
Concept Landscape Plan Sheet 04	201418-DA-04 Issue B	12 December 2014
Concept Landscape Sections Sheet 05	201418-DA-05 Issue B	12 December 2014
Concept Landscape Sections Sheet 06	201418-DA-06 Issue B	12 December 2014
Civil Engineering Services Report	B14013CR001	25 March 2014
Concept Civil Services Plan	B14013-CSK02 Rev B	2 December 2014
Concept Bulk Earthworks Layout Plan	B14013-CSK01 Rev B	2 December 2014
Concept Retailing Wall Section Options	B14013-CSK03 Rev B	2 December 2014
Staging Plan	0000, SK1 Revision A	29 June 2015

- 2.2 Where there is any conflict between the conditions of this approval and the details shown on the approved plans and documents, the conditions of approval must prevail.
- 2.3 Where conditions require the above plans or documents to be amended, the revised document(s) must be submitted for endorsement by Council prior to the submission of a Development Application for Operational Works.
- 3.0 **ROAD WORKS**
- 3.1 A Development Permit for Operational Works (road works) must be obtained prior to the commencement of any road works on the site.
- 3.2 All works must be designed and constructed in accordance with the approved plans (refer to condition 2.1), *Capricorn Municipal Development Guidelines*, relevant *Australian Standards* and the provisions of a Development Permit for Operational Works (road works).
- 3.3 A concrete pathway, with a minimum width of 1.2 metres, must be constructed on the southern side of Foulkes Street for the full frontage of the site. This non-trunk infrastructure is conditioned under section 665 of the *Sustainable Planning Act 2009*.

- The pathway must be constructed from the western end of the frontage to the boundary of Units 13 and 17 prior to the issue of a Development Permit for Building Works for Units 1 to 13.
 - The pathway must be constructed from the boundary of Unit 13 and 17 to the boundary of Units 18 and 19 prior to the issue of a Development Permit for Building Works for Units 14 to 17 and Units 51 to 53.
 - The pathway must be constructed from the boundary of Units 18 and 19 to the boundary of Units 26 and 30 prior to the issue of a Development Permit for Building Works for Units 19 to 26 and Units 45 to 50.
 - The pathway must be constructed from the boundary of Units 26 and 30 to the north eastern end of the frontage prior to the issue of a Development Permit for Building Works for Units 27 to 44.
- 3.4 All pathways and access ramps must be designed and constructed in accordance with *Australian Standard AS1428 "Design for Access and Mobility"*. All pathways located within a road reserve or public use land must be provided with public space lighting in accordance with *Australian Standard AS1158 "Lighting for Roads and Public Spaces"*.
- 3.5 All pathways must incorporate kerb ramps at all road crossing points.
- 3.6 Traffic signs and pavement markings must be provided in accordance with the *Manual of Uniform Traffic Control Devices – Queensland*. Where necessary, existing traffic signs and pavement markings must be modified in accordance with the *Manual of Uniform Traffic Control Devices – Queensland*.
- 3.7 Retaining structures and their foundations must be wholly contained within private allotments and not be constructed as Council-owned infrastructure.
- 4.0 **ACCESS WORKS**
- 4.1 A Development Permit for Operational Works (access works) must be obtained prior to the commencement of any access works on the site.
- 4.2 All works must be designed and constructed in accordance with the approved plans (refer to condition 2.1), *Capricorn Municipal Development Guidelines*, *Australian Standard AS2890 "Parking Facilities"* and the provisions of a Development Permit for Operational Works (access works).
- 4.3 All vehicular access to and from the development must be via Foulkes Street only.
- 4.4 All vehicles must ingress and egress the development in a forward gear.
- 4.5 The access must be constructed with the first stage of the development.
- 5.0 **SEWERAGE WORKS**
- 5.1 All works must be designed and constructed in accordance with the approved plans (refer to condition 2.1), *Capricorn Municipal Development Guidelines*, *Water Supply (Safety and Reliability) Act* and *Plumbing and Drainage Act*.
- 5.2 The development must be connected to Council's reticulated sewerage network at the construction of the first stage. Only one (1) sewerage connection point is permitted to the development, further stages must connect to this existing connection point.
- 5.3 The finished sewerage access chamber surface must be at a sufficient level to avoid ponding of stormwater above the top of the chamber. A heavy duty trafficable lid must be provided in the trafficable area.
- 5.4 Sewer connections located within trafficable areas must be raised or lowered to suit the finished surface levels and must be provided with trafficable lids.

6.0 WATER WORKS

- 6.1 All works must be designed and constructed in accordance with the approved plans (refer to condition 2.1), *Capricorn Municipal Development Guidelines, Water Supply (Safety and Reliability) Act* and the *Plumbing and Drainage Act*.
- 6.2 The development must be connected to Council's reticulated water network at the construction of the first stage. Only one (1) water connection point is permitted to the development, further stages must connect to this existing connection point.
- 6.3 The proposed development must be provided with a master meter at the property boundary and sub meters for each sole occupancy building in accordance with the *Queensland Plumbing and Drainage Code* and Council's Sub-metering Policy.
- 6.4 Water meter boxes located within trafficable areas must be raised or lowered to suit the finished surface level and must be provided with heavy duty trafficable lids.
- 6.5 The applicant must ensure adequate fire fighting protection is available from the existing hydrant within Foulkes Street road reserve and also from the on-site fire fighting equipment for the proposed development. Should adequate protection not be achievable, upgrade of on-site fire fighting equipment, which may include internal pillar hydrant, water tanks, and pumps, will be required. The fire fighting strategy must be approved by a hydraulic engineer or other suitably qualified person.

7.0 PLUMBING AND DRAINAGE WORKS

- 7.1 All plumbing and sanitary drainage works must be in accordance with regulated work under the *Plumbing and Drainage Act* and Council's *Plumbing and Drainage Policies*.
- 7.2 Sewerage trade waste permits must be obtained for the discharge of any non-domestic waste into Council's sewerage reticulation. Arrester traps must be provided where commercial or non-domestic waste water is proposed to be discharged into the system.

8.0 STORMWATER WORKS

- 8.1 A Development Permit for Operational Works (stormwater works) must be obtained prior to the commencement of any stormwater works on the site.
- 8.2 All stormwater drainage works must be designed and constructed in accordance with the approved plans (refer to condition 2.1), *Queensland Urban Drainage Manual*, *Capricorn Municipal Development Guidelines*, sound engineering practice and the provisions of a Development Permit for Operational Works (stormwater works).
- 8.3 All stormwater must drain to a demonstrated lawful point of discharge and must not adversely affect adjoining land or infrastructure in comparison to the pre-development condition by way of blocking, altering or diverting existing stormwater runoff patterns or have the potential to cause damage to other infrastructure.
- 8.4 The proposed development must achieve no increase in peak stormwater runoff for a selected range of storm events up to and including the one in one hundred year storm event (100 year Average Recurrence Interval) for the post development condition.
- 8.5 Easements must be provided over all land assessed to be within the one in one hundred year storm event (100 year Average Recurrence Interval) inundation area.
- 8.6 The bio retention must be constructed with the first stage of the development.

9.0 SITE WORKS

- 9.1 A Development Permit for Operational Works (site works) must be obtained prior to the commencement of any site works.
- 9.2 Any application for a Development Permit for Operational Works (site works) must be accompanied by an earthworks plan which clearly identifies the following:
- 9.2.1 the location of cut and/or fill;

- 9.2.2 the type of fill to be used and the manner in which it is to be compacted;
 - 9.2.3 the quantum of fill to be deposited or removed and finished cut and/or fill levels;
 - 9.2.4 details of any proposed access routes to the site which are intended to be used to transport fill to or from the site; and
 - 9.2.5 the maintenance of access roads to and from the site so that they are free of all cut and/or fill material and cleaned as necessary.
- 9.3 All earthworks must be undertaken in accordance with Australian Standards, AS3798 "Guidelines on Earthworks for Commercial and Residential Developments".
- 9.4 Site works must be constructed such that they do not, at any time, in any way restrict, impair or change the natural flow of runoff water, or cause a nuisance or worsening to adjoining properties or infrastructure.
- 9.5 All retaining structures within the development extending above the Foulkes Street frontage ground level and visible to pedestrians must be limited to an overall maximum height of 2.2 metres. All retaining structures above one (1) metre in height must be tiered with intervals of a maximum height of one (1) metre and be landscaped generally in accordance with approved plans reflecting landscape elevations (refer to condition 2.1), at no cost to Council.
- 9.6 The structural design of all retaining structures above one (1) metre in height must be separately and specifically certified by a Registered Professional Engineer of Queensland as part of the Operational Works submission. A Registered Professional Engineer of Queensland must on completion certify that all works are compliant with the approved design.
- 9.7 The approved design and/or the construction of the retaining structures must not be modified or altered without Council's prior written approval.
- 9.8 Retaining structures and their foundations must be wholly contained within private allotments and not encroach onto any easements.
- 9.9 Vegetation must not be cleared unless and until written approval has been provided by Council. A Development Permit for Operational Works constitutes written approval, only for the purposes of clearing vegetation directly pertinent to the operational works which are the subject of the Development Permit. Details of vegetation proposed to be cleared should be provided as part of the Environmental Management Plan.
- 9.10 All site works must be undertaken to ensure that there is:
- 9.10.1 no increase in upstream or downstream flood levels for all levels of immunity up to Q100;
 - 9.10.2 no increase in velocity profiles, for which no remedy exists to prevent erosion and/or scouring. In the event that modelling shows non-compliance with the above, works must be undertaken within the system to satisfy the above criteria for development; and
 - 9.10.3 a lawful point of discharge to which the developed flows from the land drain. Easements will be required over any other land to accommodate the flows.
- 10.0 **BUILDING WORKS**
- 10.1 All external elements, such as air conditioners, pool and spa pumps and associated equipment, must be adequately screened from public view to Council's satisfaction.
- 10.2 Any lighting devices associated with the development, such as sensory lighting, must be positioned on the site and shielded so as not to cause glare or other nuisance to nearby residents and motorists. Night lighting must be designed, constructed and operated in accordance with Australian Standard AS4282 "Control of the obtrusive effects of outdoor lighting".

- 10.3 All units must be provided with open-air clothes drying facilities and the facilities must be screened from public view.
- 10.4 Solid fencing on top of a retaining structure fronting Foulkes Street and/or Jim Goldston Avenue will only be supported when the overall height is less than 1.8 metres above the footpath level. Fencing less than fifty (50) percent transparency or additional landscaping acting as a fence is acceptable.
- 10.5 All fences must be constructed of materials and finishes that are aesthetically commensurate with the surrounding residential area.
- 10.6 Roof lines and materials are to be suitably varied between the three unit types and are of an aesthetic which is commensurate with the surrounding area. The variation is to achieve a look which reduces the bulk appearance of the development.
- 11.0 **LANDSCAPING WORKS**
- 11.1 A Landscaping Plan must be submitted with the first application for a Development Permit for Operational Works. The landscaping must be constructed and/or established prior to the commencement of the use and the landscape areas must predominantly contain plant species that are locally native to the Central Queensland region due to their low water dependency.
- 11.2 Large trees must not be planted within one (1) metre of the centreline of any sewerage infrastructure. Small shrubs and groundcover are acceptable.
- 11.3 Landscaping, or any part thereof, upon reaching full maturity, must not:
- (i) obstruct sight visibility zones as defined in the *Austrroads 'Guide to Traffic Engineering Practice'* series of publications;
 - (ii) adversely affect any road lighting or public space lighting; or
 - (iii) adversely affect any Council infrastructure, or public utility plant.
- 11.4 The landscaped areas must be subject to an ongoing maintenance and replanting programme (if necessary), at no cost to Council.
- 12.0 **ELECTRICITY AND TELECOMMUNICATIONS**
- 12.1 Underground electricity and telecommunication connections must be provided to the proposed development to the standards of the relevant authorities.
- 12.2 Evidence must be provided of a Telecommunications Infrastructure Provisioning Confirmation and Certificate of Electricity Supply with the relevant service providers to provide the use with telecommunication and live electricity connections, in accordance with the requirements of the relevant authorities prior to the commencement of the use.
- 13.0 **ASSET MANAGEMENT**
- 13.1 Any alteration necessary to electricity, telephone, water mains, sewerage mains, and/or public utility installations resulting from the development or in connection with the development, must be at full cost to the Developer.
- 13.2 Any damage to existing water supply or sewerage infrastructure, kerb and channel, pathway or roadway (including removal of concrete slurry from public land, pathway, roads, kerb and channel and stormwater gullies and drainage lines) which may occur during any works carried out in association with the approved development must be repaired. This must include the reinstatement of the existing traffic signs and pavement markings which may have been removed.
- 14.0 **ENVIRONMENTAL**
- 14.1 Any application for a Development Permit for Operational Works must be accompanied by an Erosion and Sediment Control Plan which addresses, but is not limited to, the following:

- (i) objectives;
 - (ii) site location / topography;
 - (iii) vegetation;
 - (iv) site drainage;
 - (v) soils;
 - (vi) erosion susceptibility;
 - (vii) erosion risk;
 - (viii) concept;
 - (ix) design; and
 - (x) implementation, for the construction and post construction phases of work.
- 14.2 Implement and maintain the Erosion Control and Stormwater Control Management Plan on-site for the duration of the works, and until all exposed soil areas are permanently stabilised (for example, turfed, hydromulched, concreted, landscaped). The prepared Erosion Control and Stormwater Control Management Plan must be available on-site for inspection by Council Officers during those works.
- 15.0 **OPERATING PROCEDURES**
- 15.1 All construction materials, waste, waste skips, machinery and contractors' vehicles must be located and stored or parked within the site. No storage of materials, parking of construction machinery or contractors' vehicles will be permitted in Foulkes Street, Springfield Drive or Jim Goldston Avenue.
- 15.2 Noise from the activity must not cause an environmental nuisance.
- 15.3 All waste generated within the site must be disposed via a private contractor at no cost to Council. The loading and/or unloading of waste collection vehicles must be limited between the hours of 0700 and 1900 Monday to Saturday and between the hours of 0800 and 1500 on Sundays.
- 15.4 All waste storage areas must be kept in a clean, tidy condition in accordance with the *Environmental Protection Regulation 2008*.

ADVISORY NOTES

NOTE 1. Aboriginal Cultural Heritage

It is advised that under section 23 of the *Aboriginal Cultural Heritage Act 2003*, a person who carries out an activity must take all reasonable and practicable measures to ensure the activity does not harm Aboriginal Cultural Heritage (the "cultural heritage duty of care"). Maximum penalties for breaching the duty of care are listed in the Aboriginal Cultural Heritage legislation. The information on Aboriginal Cultural Heritage is available on the Department of Aboriginal and Torres Strait Islander and Multicultural Affairs website: www.datsima.qld.gov.au.

NOTE 2. General Environmental Duty

General environmental duty under the *Environmental Protection Act 1994* prohibits unlawful environmental nuisance caused by noise, aerosols, particles, dust, ash, fumes, light, odour or smoke beyond the boundaries of the property during all stages of the development including earthworks, construction and operation.

NOTE 3. General Safety Of Public During Construction

The *Work Health and Safety Act 2011* and *Manual of Uniform Traffic Control Devices* must be complied with in carrying out any construction works, and to ensure safe traffic control and safe public access in respect of works being constructed on a road.

NOTE 4. Infrastructure Charges Notice

This application is subject to infrastructure charges in accordance with Council policies. The charges are presented on an Infrastructure Charges Notice.



**Concurrence Agency Conditions –
Department of Infrastructure, Local Government
and Planning**

SUSTAINABLE PLANNING ACT 2009



Department of Infrastructure,
Local Government and Planning

Our reference: SPD-0815-020653

Your reference: D/82-2014

18 September 2015

The Chief Executive Officer
Rockhampton Regional Council
enquiries@rrc.qld.gov.au

Dear Sir,

Notice about request for permissible change—relevant entity

40 Foulkes Street Norman Gardens (Lot 173 on SP267916)

(Given under section 373(1) of the *Sustainable Planning Act 2009*)

The Department of Infrastructure, Local Government and Planning received a copy of the request for a permissible change under section 372(1) of the *Sustainable Planning Act 2009* on 28 August 2015 advising the department, as a relevant entity, of the request for a permissible change made to the responsible entity under section 369 of the *Sustainable Planning Act 2009*.

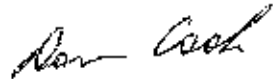
The department understands that the proposed changes are as follows:

- relocation of the site entry location over Foulkes Street;
- changes to multiple unit dwelling internal layouts (providing a reduction of overall bedrooms);
- amendments to the conditions to incorporate staging of the development upon Council's endorsement of a staging plan; and,
- subsequent changes to the approved plans to be reflected in condition 1.4 of the assessment manager's decision notice.

The department has considered the proposed changes to the development approval and advises that it has no objection to the change being made.

If you require any further information, please contact Carl Porter, Senior Planning Officer, on 07 4924 2917 or via email at RockhamptonSARA@dilgp.qld.gov.au who will be pleased to assist.

Yours sincerely

A handwritten signature in black ink that reads "Don Cook". The signature is written in a cursive, slightly slanted style.

Don Cook
Manager Planning
Fitzroy and Central

cc. FMM Constructions Pty Ltd c/- Urbis Pty Ltd, siam@urbis.com.au



Department of
State Development,
Infrastructure and Planning

Our reference: SDA-0714-012725

Your reference: D/82-2014

20 August 2014

The Chief Executive Officer
Rockhampton Regional Council
enquiries@rrc.qld.gov.au

Attention: Anton de Klerk

Dear Sir/Madam

Concurrence agency response—with conditions

40 Foulkes Street, Norman Gardens (Lot 173 on SP267916)

(Given under section 286 of the *Sustainable Planning Act 2009*)

The referral agency material for the development application described below was received by the Department of State Development, Infrastructure and Planning under section 272 of the *Sustainable Planning Act 2009* on 25 July 2014:

Applicant details

Applicant name: FMM Constructions Pty Ltd c/- Urbis Pty Ltd
Applicant contact details: Level 7, 123 Albert Street
Brisbane QLD 4000
slam@urbis.com.au

Site details

Street address: 40 Foulkes Street Norman Gardens 4701
Lot on plan: 173 SP267916
Local government area: ROCKHAMPTON REGIONAL

Application details

Proposed development: Development Permit for Material Change of Use for Multiple Unit Dwellings (Retirement Village – 53 Units)

Aspects of development and type of approval being sought

Nature of Development	Approval Type	Brief Proposal of Description	Level of Assessment
Material Change of Use	Development permit	Material Change of Use for Multi Unit Dwelling (Retirement Village - 53 units)	Impact Assessment

Referral triggers

The development application was referred to the department under the following provisions of the *Sustainable Planning Regulation 2009*:

Referral trigger Schedule 7, table 3, item 2 - State Transport Infrastructure

Conditions

Under section 287(1)(a) of the *Sustainable Planning Act 2009*, the conditions set out in Attachment 1 must be attached to any development approval.

Reasons for decision to impose conditions

Under section 289(1) of the *Sustainable Planning Act 2009*, the department must set out the reasons for the decision to impose conditions. These reasons are set out in Attachment 2.

Further advice

Not applicable

Approved plans and specifications

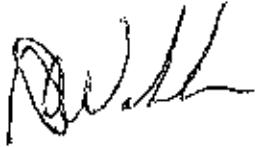
The department requires that the following plans and specifications set out below and in Attachment 3 must be attached to any development approval.

Drawing/Report Title	Prepared by	Date	Reference no.	Version/Issue
Aspect of development: Material Change of Use				
Site Plan prepared	Oak Tree Group	20 March 2014	A001	4

A copy of this response has been sent to the applicant for their information.

For further information, please contact Carl Porter, Senior Planning Officer, on 07 4924 2917 or via email at RockhamptonSARA@dsdip.qld.gov.au.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Walsh', written in a cursive style.

Anthony Walsh
Manager Planning
Fitzroy and Central

cc: FMM Constructions Pty Ltd c/- Urbis Pty Ltd, slam@urbis.com.au
enc: Attachment 1—Conditions to be imposed
Attachment 2—Reasons for decision to impose conditions
Attachment 3—Approved Plans

Our reference: SDA-0714-012725
 Your reference: D/82-2014

Attachment 1—Conditions to be imposed

No.	Conditions	Condition timing
Development Permit for Material Change of Use for Multiple Unit Dwellings (Retirement Village – 53 Units)		
State Transport Infrastructure—Pursuant to section 255D of the <i>Sustainable Planning Act 2009</i> , the chief executive administering the Act nominates the Director-General of the Department of Transport and Main Roads to be the assessing authority for the development to which this development approval relates for the administration and enforcement of any matter relating to the following condition(s):		
1.	<p>The development must be carried out generally in accordance with the following plan:</p> <ul style="list-style-type: none"> • Site Plan prepared by Oak Tree Group, Drawing No. A001, Revision 4, and dated 20 March 2014. 	At all times

Our reference: SDA-0714-012725
Your reference: D/82-2014

Attachment 2—Reasons for decision to impose conditions

The reasons for this decision are:

- To ensure the development is carried out generally in accordance with the plans of development submitted with the application

Our reference: SDA-0714-012726
Your reference: D/82-2014

Attachment 3—Approved plans

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SITE DEVELOPMENT DATA
PROPOSED LIFESTYLE VILLAGE
ROCKHAMPTON, QLD

UNIT TYPE	REDS	COURT	AREA	TOTAL	
				UNIT	AREA
SEEN1A	2	4	12	12	24
SEEN1B	2	4	12	12	24
SEEN1C	2	4	12	12	24
SEEN1D	2	10	30	30	60
SEEN1E	3	30	90	90	180
SEEN1F	3	1	3	3	9
TOTALS				25	127

BUILDING AREA - UNITS

UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT
SEEN1A	11.76	14.28	21.43	19.13	15.81	15.81		
SEEN1B	14.28	14.28	21.43	21.43	21.43	21.43		
SEEN1C	14.28	14.28	21.43	21.43	21.43	21.43		
SEEN1D	14.28	14.28	21.43	21.43	21.43	21.43		
SEEN1E	14.28	14.28	21.43	21.43	21.43	21.43		
SEEN1F	14.28	14.28	21.43	21.43	21.43	21.43		
TOTAL								

3-LOPPMENT SUMMARY (TOTAL AREAS)

ITEM	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA
SEEN1A	15.81	15.81	15.81	15.81	15.81	15.81	15.81	15.81
SEEN1B	21.43	21.43	21.43	21.43	21.43	21.43	21.43	21.43
SEEN1C	21.43	21.43	21.43	21.43	21.43	21.43	21.43	21.43
SEEN1D	21.43	21.43	21.43	21.43	21.43	21.43	21.43	21.43
SEEN1E	21.43	21.43	21.43	21.43	21.43	21.43	21.43	21.43
SEEN1F	21.43	21.43	21.43	21.43	21.43	21.43	21.43	21.43
TOTAL								

SITE SUMMARY

ITEM	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA
SEEN1A	15.81	15.81	15.81	15.81	15.81	15.81	15.81	15.81
SEEN1B	21.43	21.43	21.43	21.43	21.43	21.43	21.43	21.43
SEEN1C	21.43	21.43	21.43	21.43	21.43	21.43	21.43	21.43
SEEN1D	21.43	21.43	21.43	21.43	21.43	21.43	21.43	21.43
SEEN1E	21.43	21.43	21.43	21.43	21.43	21.43	21.43	21.43
SEEN1F	21.43	21.43	21.43	21.43	21.43	21.43	21.43	21.43
TOTAL								

OAK TREE GROUP
40 RAFF STREET
SPRING HILL, QLD
PO BOX 947
SPRING HILL
QLD 4084

OAK TREE

drawings@oaktreegroup.com.au
Ph: 07 3260 4800 Fax: 07 3261 1484

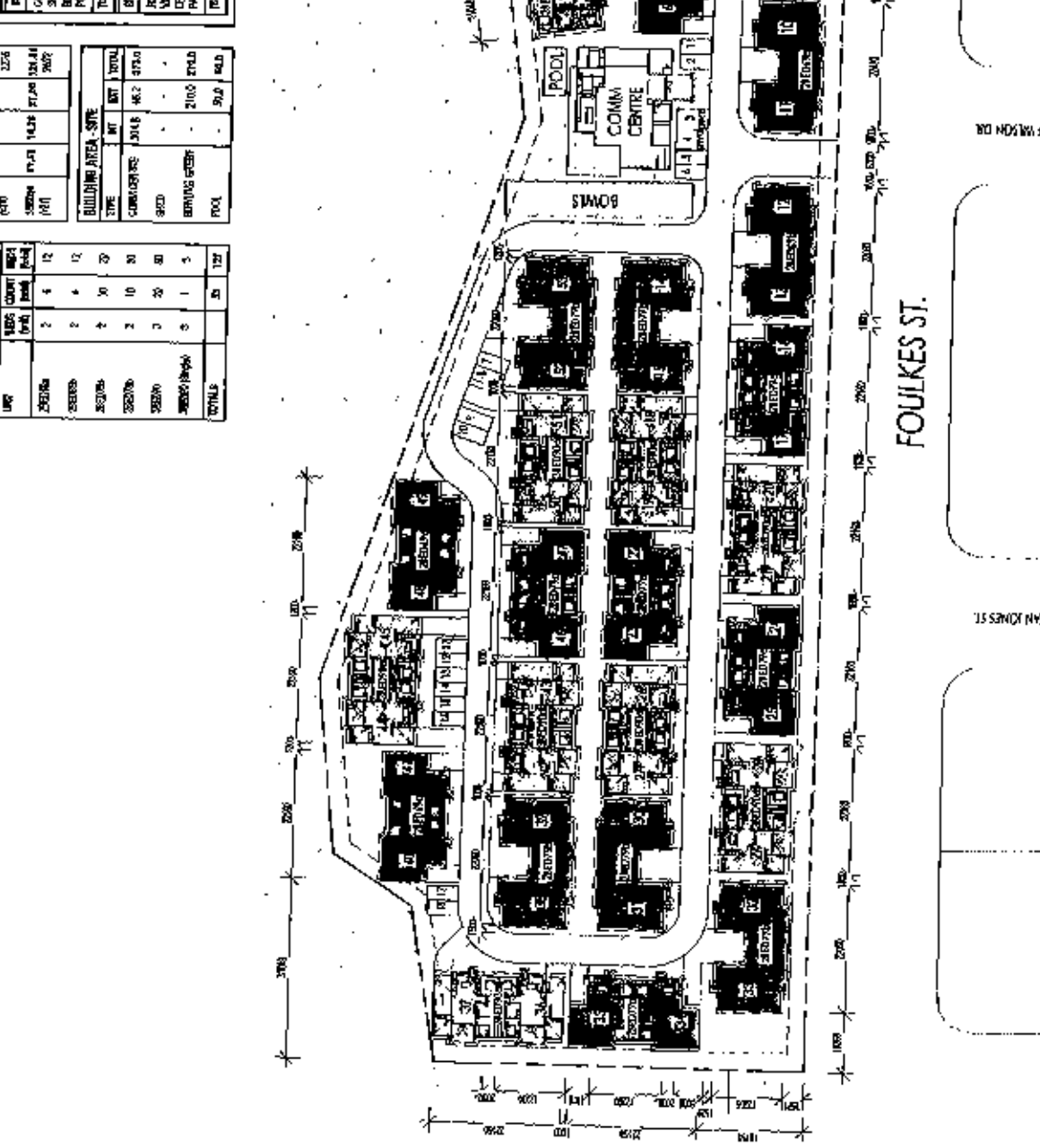
PROPOSED LIFESTYLE VILLAGE
FOULKES ST., ROCKHAMPTON, QLD

SITE PLAN

NO.	DESCRIPTION	AREA	UNIT
1	GRAND PAVILION	15.81	SEEN1A
2	GRAND PAVILION	21.43	SEEN1B
3	GRAND PAVILION	21.43	SEEN1C
4	GRAND PAVILION	21.43	SEEN1D
5	GRAND PAVILION	21.43	SEEN1E
6	GRAND PAVILION	21.43	SEEN1F

PROPOSED LIFESTYLE VILLAGE
FOULKES ST., ROCKHAMPTON, QLD

NO.	DESCRIPTION	AREA	UNIT
1	GRAND PAVILION	15.81	SEEN1A
2	GRAND PAVILION	21.43	SEEN1B
3	GRAND PAVILION	21.43	SEEN1C
4	GRAND PAVILION	21.43	SEEN1D
5	GRAND PAVILION	21.43	SEEN1E
6	GRAND PAVILION	21.43	SEEN1F



FOULKES ST.
STAN JONES ST
GRAY WILSON DR

NO.	DESCRIPTION	AREA	UNIT
1	GRAND PAVILION	15.81	SEEN1A
2	GRAND PAVILION	21.43	SEEN1B
3	GRAND PAVILION	21.43	SEEN1C
4	GRAND PAVILION	21.43	SEEN1D
5	GRAND PAVILION	21.43	SEEN1E
6	GRAND PAVILION	21.43	SEEN1F

The following is an extract from the *Sustainable Planning Act* (Chapter 7).

Division 8 Appeals to court relating to development applications

461 Appeals by applicants

- (1) An applicant for a development application may appeal to the court against any of the following—
 - (a) the refusal, or the refusal in part, of a development application;
 - (b) a matter stated in a development approval, including any condition applying to the development, and the identification of a code under section 424;
 - (c) the decision to give a preliminary approval when a development permit was applied for;
 - (d) the length of a period mentioned in section 341;
 - (e) a deemed refusal of the development application.
- (2) An appeal under subsection (1)(a), (b), (c) or (d) must be started within 20 business days (the applicant's appeal period) after the day the decision notice or negotiated decision notice is given to the applicant.
- (3) An appeal under subsection (1)(e) may be started at any time after the last day a decision on the matter should have been made.

462 Appeals by submitters

- (1) A submitter for a development application may appeal to the court only against—
 - (a) the part of the approval relating to the assessment manager's decision about any part of the application requiring impact assessment under section 314; or
 - (b) the part of the approval relating to the assessment manager's decision under section 327.
- (2) To the extent an appeal may be made under subsection (1), the appeal may be against 1 or more of the following—
 - (a) the giving of a development approval;
 - (b) any provision of the approval including—
 - (i) a condition of, or lack of condition for, the approval; or
 - (ii) the length of a period mentioned in section 341 for the approval.
- (3) However, a submitter may not appeal if the submitter—
 - (a) withdraws the submission before the application is decided; or
 - (b) has given the assessment manager a notice under section 339(1)(b)(ii).
- (4) The appeal must be started within 20 business days (the submitter's appeal period) after the decision notice or negotiated decision notice is given to the submitter.

464 Appeals by advice agency submitters

- (1) The advice agency may, within the limits of its jurisdiction, appeal to the court about—
 - (a) any part of the approval relating to the assessment manager's decision about any part of the application requiring impact assessment under section 314; or

- (b) any part of the approval relating to the assessment manager's decision under section 327.

- (2) The appeal must be started within 20 business days after the day the decision notice or negotiated decision notice is given to the advice agency as a submitter.
- (3) However, if the advice agency has given the assessment manager a notice under section 339(1)(b)(ii), the advice agency may not appeal the decision.

465 Appeals about decisions relating to extensions for approvals

- (1) For a development approval given for a development application, a person to whom a notice is given under section 389, other than a notice for a decision under section 386(2), may appeal to the court against the decision in the notice.
- (2) The appeal must be started within 20 business days after the day the notice of the decision is given to the person.
- (3) Also, a person who has made a request under section 383 may appeal to the court against a deemed refusal of the request.
- (4) An appeal under subsection (3) may be started at any time after the last day the decision on the matter should have been made.

466 Appeals about decisions relating to permissible changes

- (1) For a development approval given for a development application, the following persons may appeal to the court against a decision on a request to make a permissible change to the approval—
 - (a) if the responsible entity for making the change is the assessment manager for the application—
 - (i) the person who made the request; or
 - (ii) an entity that gave a notice under section 373 or a pre-request response notice about the request;
 - (b) if the responsible entity for making the change is a concurrence agency for the application—the person who made the request.
- (2) The appeal must be started within 20 business days after the day the person is given notice of the decision on the request under section 376.
- (3) Also, a person who has made a request under section 369 may appeal to the court against a deemed refusal of the request.
- (4) An appeal under subsection (3) may be started at any time after the last day the decision on the matter should have been made.

467 Appeals about changing or cancelling conditions imposed by assessment manager or concurrence agency

- (1) A person to whom a notice under section 378(9)(b) giving a decision to change or cancel a condition of a development approval has been given may appeal to the court against the decision in the notice.
- (2) The appeal must be started within 20 business days after the day the notice of the decision is given to the person.

Appendix F

Civil Engineering Services Report
prepared by Lambert & Rehbein

ROCKHAMPTON REGIONAL COUNCIL
These plans are approved subject to the current
conditions of approval associated with
Development Permit No. D182-2014
Dated 20/11/2015

LAMBERT & REHBEIN

DATE 25 MARCH 2014
CONTACT TERENCE CHAN
REFERENCE B14013CR001

Civil Engineering Services Report

Proposed Lifestyle Village at Lot 302 Foulkes St, Norman Gardens

For Oak Tree Group Pty Ltd

LAMBERT & REHBEIN
ENGINEERS . MANAGERS . SCIENTISTS

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APPENDIX A

SITE LAYOUT PLAN A001 (REV 4) BY OAKTREE GROUP

APPENDIX B

CONCEPT BULK EARTHWORKS LAYOUT PLAN & CONCEPT CIVIL SERVICES PLANS

B14013-CSK01 & CSK02




APPENDIX C

RRC EXTERNAL WORKS AND SERVICING CODE

LAMBERT & REHBEIN

ENGINEERS , MANAGERS , SCIENTISTS

Document Control Page

Revision	Date	Description	Author	Signature	Verifier	Signature	Approver	Signature
A	25-03-2014	FINAL	ND		AP		TC	

LAMBERT & REHBEIN

ENGINEERS . MANAGERS . SCIENTISTS

1.0 INTRODUCTION

Lambert and Rehbein (SEQ) Pty Ltd has been commissioned by Oak Tree Group Pty Ltd to prepare a Civil Engineering Services Report in support of a development application for a proposed residential lifestyle village at Lot 302 Foulkes Street, Norman Gardens. The intent of this report is to review existing services within the vicinity of the subject site and identify possible arrangements to service the proposed development.

The proposed development is anticipated to comprise approximately 53 residential units, a community centre building and community facilities as depicted on drawing number A001 (Rev 4) prepared by Oak Tree Group included in Appendix A .

Concept Bulk Earthworks Layout Plan and Concept Civil Services Plan, drawings B14013-CSK01 & CSK02, indicating related services and levels has been prepared by Lambert & Rehbein, and are included in Appendix B of this report.

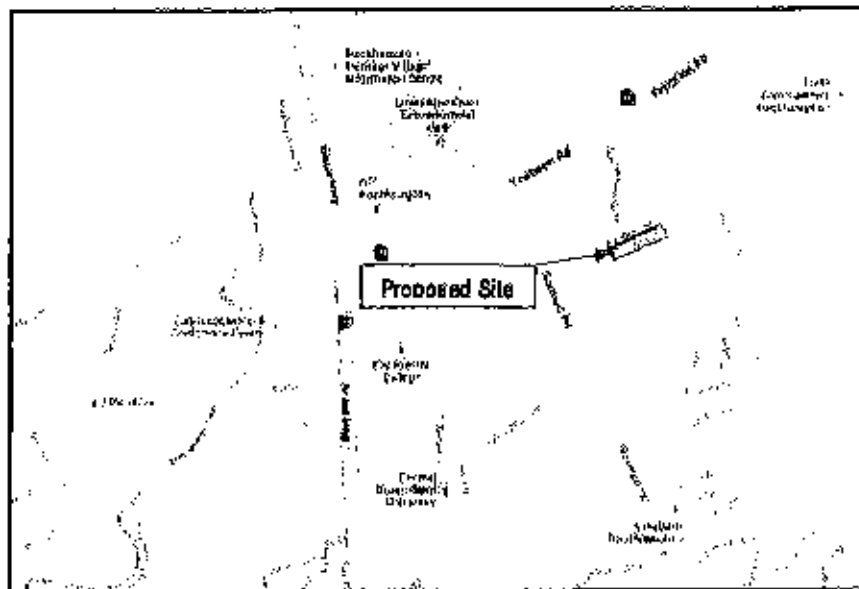
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2.0 SITE DESCRIPTION

The subject site is located on Foulkes Street, Norman Gardens on land described as Lot 302 on SP 261803. The development is located within the Local Government authority of Rockhampton Regional Council. The site has an approximate area of 1.61 Ha and ranges in elevation from approximately RL 53.5 m AHD in the north east corner of the site to approximately RL 38 m AHD in the south west corner.

The site is currently vacant and generally consists of a poorly grassed paddock with minimal vegetation.



Source: Google Maps 2014

Figure 1 Site Location Plan

The site fronts Foulkes Street along its northern boundary and has vegetated open space to the south, east and west of the property. A sewer easement is located over the site adjacent to the western boundary. There is an existing drainage channel located within an easement along the southern boundary of the site and an existing drainage channel located external to the sites western boundary.

3.0 EARTHWORKS

Construction of the proposed development will require cutting and filling to create building pads for the proposed units and roadwork's.

Retaining walls will be required along the external boundaries of the site and between some building pads. These retaining walls are anticipated to be a maximum height of 2.5m in both cut and fill.

Preliminary finished levels and retaining wall locations have been nominated on Concept Bulk Earthworks Layout Plan B14013-CSK01 enclosed in Appendix B of this report. These nominated levels are subject to detail survey and confirmation during the detailed design phase of the project.

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4.0 ROADWORKS

The site has frontage to Foulkes Street, which is currently a sealed road with kerb and channel and a concrete footpath provided across the frontage of the site on the opposite side of the road to the site.

Access to the proposed development is proposed via a new two-way 5 m wide concrete driveway crossover from Foulkes Street at a location approximately opposite the newly created public road, Geoff Wilson Drive.

It is proposed that reinforced concrete pavements will be provided to all internal pavement areas within the site with an inverted crown construction. Internal road longitudinal grades range up to 5.0 %. This is to assist in achieving complying walkway entry grades to the units and to minimise retaining wall heights. This is an approach we have used successfully in the past with inverted crown concrete pavements and believe this should be acceptable to Council.

Anticipated roadwork's are illustrated on the Concept Bulk Earthworks Layout Plan and Concept Civil Services Plan, drawings B14013-CSK01 & CSK02 enclosed in Appendix B of this report.

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5.0 STORMWATER DRAINAGE

The subject site currently falls from its north east to the south west at an average grade of approximately 6.0 %. The lawful point of discharge for the proposed development has been identified as an existing drainage channel located to the west of the site.

It is envisaged the concentrated runoff from the development site will increase from the pre-development situation due to increased impervious roof and pavement areas. The development proposes to provide an above ground on-site detention basin to mitigate post-development flows to pre-development flows.

Stormwater runoff from the proposed development will be captured internally and conveyed to the on-site detention basin from where it will be conveyed via a combination of piped drainage and overland flow to the lawful point of discharge at the drainage channel adjacent to the site.

Details of the on-site detention and the external drainage connection are provided in the "*Stormwater Management Plan*" prepared by Lambert & Rehbein (SEQ) Pty. Ltd. (ref: B14013ER001).

Stormwater quality treatment measures will be incorporated into the proposed development in accordance with Rockhampton Regional Council requirements. Further details of proposed stormwater quality treatment measures are provided in the "*Stormwater Management Plan*" prepared by Lambert & Rehbein (SEQ) Pty. Ltd. (ref: B14013ER001).

There is an existing open drain contained within an easement along the southern boundary of the site. The Q100 ARI flood levels are contained within the easement.

General details of stormwater drainage are also indicated on the Concept Civil Services Plan, B14013 - CSK02.

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6.0 SEWERAGE RETICULATION

As constructed sewer reticulation information obtained from Rockhampton Regional Council indicates an existing 150 mm diameter sewer main located within the easement adjacent to the western property boundary. It is proposed to connect the sewer from the development to this main.

A Concept Civil Services Plan, B14013 - CSK02 has been prepared and is enclosed in Appendix B to illustrate anticipated arrangements to service the proposed development.

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7.0 WATER RETICULATION

As constructed water reticulation information obtained from Rockhampton Regional Council indicates an existing 225 mm diameter water main located on the northern side of Foulkes St extending to the north eastern corner of the site.

It is proposed to provide a new water service connection from this main to service the proposed development. The final location and sizing of the service and meter will be undertaken as part of the hydraulic design process and will incorporate any necessary fire fighting requirements.

A Concept Civil Services Plan, B14013 - CSK02 has been prepared and is enclosed in Appendix B to illustrate anticipated arrangements to service the proposed development.

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8.0 ELECTRICITY, TELECOMMUNICATION & GAS RETICULATION

Dial Before You Dig information obtained for the subject site indicates that electrical, telecommunication and gas reticulation services are available at or near the subject site. It is anticipated that capacity will be available in the existing electrical, telecommunications and gas networks to service the proposed development without significant external works.

We recommend obtaining specialist advice on these services to confirm adequate capacity or identify any external works that may be required.

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9.0 CONCLUSION

Lambert and Rehbein (SEQ) Pty Ltd has been commissioned by Oak Tree Group Pty Ltd to prepare a Civil Engineering Services Report for a proposed residential lifestyle village at Lot 302 Foulkes Street, Norman Gardens. The intent of this report is to review existing services within the vicinity of the subject site and identify possible arrangements to service the proposed development.

Based on preliminary investigations, existing services are available either at the site or close to the site to service the proposed development to Rockhampton Regional Council requirements. Further, no engineering constraints have been identified as part of this assessment that, in our opinion, should preclude approval of the proposed development by Council.

This development is compliant with the Rockhampton Regional Council *External Works and Services Code*, a copy of which is presented in Appendix C.

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APPENDIX A

SITE LAYOUT PLAN A001 (REV 4) BY OAKTREE GROUP



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APPENDIX B

CONCEPT BULK EARTHWORKS LAYOUT PLAN & CONCEPT CIVIL
SERVICES PLANS - B14013-CSK01 & CSK02

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APPENDIX C

RRC EXTERNAL WORKS AND SERVICING CODE

EXTERNAL WORKS AND SERVICING CODE
Performance Criteria and Acceptable Solution

PERFORMANCE CRITERIA	ACCEPTABLE SOLUTIONS	SOLUTIONS	COMMENTS	COUNCIL USE ONLY
<p>P1 Development has along all its frontages to road reserve the following items to a standard that meets or provides for their intended function or purpose.</p> <p>(a) an effective, high quality paved roadway; and</p> <p>(b) an effective, high quality roadway kerb and channel to control stormwater, vehicle access locations to the roadway and to protect the pavement edge of the roadway; and</p> <p>(c) safe, high quality crossings over kerb and channel and the verge; and</p> <p>(d) safe, accessible, high quality;</p> <p>(1) bikeways linking into an existing or future bikeway network; and</p> <p>(2) public pedestrian pathways compatible and integrated with the surrounding environment; and</p> <p>(e) the provision of and alteration to public utilities required or impacted upon by the development; and</p>	<p>A1.1.1 In all Area except for the South Rockhampton Rural Area; the following are provided at the frontage of the site to any road reserve (or a combination made to Council to the value of the works instead), unless a planning scheme policy has been made by the Council that any or all of these works are not required by any development along the road frontage;</p> <p>(i) concrete kerb and channel along the full frontage of the subject site to the road reserve; and</p> <p>(ii) a constructed bikeway where identified in Planning Scheme Policy No. 7 – Provision of Bikeways and Bicycle Facilities; and</p> <p>(iii) a constructed pedestrian pathway that has a minimum width of 1.2 metres, except when,</p> <p>(1) required to be a dual use pathway with bicycles, or</p> <p>(2) located in a Commercial Area or Precinct.</p> <p>It is instead 2.0 metres wide along the full frontage of the subject site to the road reserve; and</p>	<p>✓ PC</p> <p>✓</p> <p>✓</p>	<p>Previous development within the subject site's locality has provided the site's frontage with a road reserve to a standard that meets or provides for their intended function or purpose.</p>	

Solution: ✓ = Acceptable Solution

✓ PC = Satisfies Performance Criteria Directly

A/S = Alternative Solution

N/A = Not applicable to this proposal

Ref: B14013CR001_Appendix C

EXTERNAL WORKS AND SERVICING CODE
Performance Criteria and Acceptable Solution

PERFORMANCE CRITERIA	ACCEPTABLE SOLUTIONS	SOLUTIONS	COMMENTS	COUNCIL USE ONLY
(f) effective, efficient and proper control of stormwater; and (g) appropriate conduits to facilitate the provision of required street lighting systems and/or traffic signals.	(iv) reconstruction of any damaged infrastructure including public pathways, kerb and channel and the like caused as a result of the development to the standard required if it were new works; and (v) construction of the carriageway along the full frontage of the site being. (1) widening along the development side of an existing carriageway already partially constructed; and 2) if not already constructed, a half road construction along the development side extending 0.5 metres beyond the centreline of the road and having a minimum width of 4.5 metres; and (vi) alterations necessitated or caused by the development to public utility (water, sewerage, etc) mains, services or installations; and A1.1.2 (vii) works necessary to ensure that all stormwater is drained to a lawful point of discharge and does not adversely affect any other land or have the potential to cause damage to other infrastructure items; and	✓ N/A N/A N/A N/A ✓		

Solution: ✓ = Acceptable Solution

✓ PC = Satisfies Performance Criteria Directly

A/S = Alternative Solution

N/A = Not applicable to this proposal

Ref: B14D13CR001_Appendix C

EXTERNAL WORKS AND SERVICING CODE
Performance Criteria and Acceptable Solution

PERFORMANCE CRITERIA	ACCEPTABLE SOLUTIONS	SOLUTIONS	COMMENTS	COUNCIL USE ONLY
	<p>(viii) electrical conduits are installed wherever necessary to accommodate street lighting or traffic signals when identified as required in other approvals.</p> <p>OR</p> <p>In the South Rockhampton Rural Area, the following are provided at the frontage of the site to any road reserve (or a contribution made to Council to the value of the works for the works instead), unless policy has been made by the Council that any or all of these works are not required by any development along the road frontage:</p> <p>(i) reconstruction of any damaged infrastructure including public pathways, kerb and channel and the like caused as a result of the development to the standard required if it were new works; and</p> <p>(ii) construction of the carriageway along the full frontage of the site being;</p> <p>(1) widening along the development side of an existing carriageway already partially constructed; and</p>	<p>✓</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>		

Solution: ✓ = Acceptable Solution
 ✓ PC = Satisfies Performance Criteria Directly
 A/S = Alternative Solution
 N/A = Not applicable to this proposal

EXTERNAL WORKS AND SERVICING CODE
Performance Criteria and Acceptable Solution

PERFORMANCE CRITERIA	ACCEPTABLE SOLUTIONS	SOLUTIONS	COMMENTS	COUNCIL USE ONLY
	<p>(2) if not already constructed, a half the road construction along the development side extending 0.5 metres beyond the centreline of the road and having a minimum width of 4.5 metres; and</p> <p>A1.2 (iii) alterations necessitated or caused by the development to public utility (water, sewerage, etc) mains, services or installations; and</p> <p>(iv) works necessary to ensure that all stormwater is drained to a lawful point of discharge and does not adversely affect any other land or have the potential to cause damage to other infrastructure items; and</p> <p>(v) electrical conduits are installed wherever necessary to accommodate street lighting when identified as required in other approvals.</p> <p>AND</p> <p>All works (including driveway cross overs) are designed and constructed in accordance with the Capitoorn Municipal Development</p> <p>A2.1.1 The following are provided at the frontage of the site to any road reserve (or a contribution made to</p>	<p>N/A</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>N/A</p>		
P2 Development in a Commercial Area, Commercial Precinct or for a Commercial				

Solution: ✓ = Acceptable Solution

✓ PC = Satisfies Performance Criteria Directly

A/S = Alternative Solution

N/A = Not applicable to this proposal

EXTERNAL WORKS AND SERVICING CODE
Performance Criteria and Acceptable Solution

PERFORMANCE CRITERIA	ACCEPTABLE SOLUTIONS	SOLUTIONS	COMMENTS	COUNCIL USE ONLY
<p>Use has along all its frontages to road reserve the following specific items to a standard that meets or provides for their intended function or purpose.</p> <p>(a) safe, high quality crossings over kerb and channel and the verge; and</p> <p>(b) safe, accessible, high quality public pedestrian pathways compatible and integrated with the surrounding environment.</p>	<p>Council to the value of the works (instead), unless a separate resolution has been made by the Council that any or all of these works are not required by any development along the road frontage:</p> <p>(i) where the verge is covered in part or full by a building awning or other structure, wherever shadow is cast onto the verge by the awning or structure between 9am and 3pm on the winter or summer solstice, a constructed concrete pathway covering that shaded area is provided along the full frontage of the subject site to the road reserve and shall be of a type, finish and colour that matches the pavement in front of an adjoining property; and</p> <p>(ii) a reinforced concrete crossover from the kerb and channelling to the property alignment where vehicular access to or from the property is to occur; and</p> <p>A2.1.2 (iii) vehicle barriers along the frontages of the site to a road reserve excluding the location of a vehicular access to or from the site.</p> <p>OR</p> <p>A2.2 Works are carried out along the frontage of the site to a road reserve</p>	N/A		

Solution: ✓ = Acceptable Solution
 ✓ PC = Satisfies Performance Criteria Directly
 A/S = Alternative Solution
 N/A = Not applicable to this proposal

EXTERNAL WORKS AND SERVICING CODE
Performance Criteria and Acceptable Solution

PERFORMANCE CRITERIA	ACCEPTABLE SOLUTIONS	SOLUTIONS	COMMENTS	COUNCIL USE ONLY
	<p>in accordance with any Local Area Design Guideline prepared by Rockhampton Regional Council that applies to the subject site and its frontage.</p> <p>AND</p> <p>All works (including driveway cross overs) are designed and constructed in accordance with the Capricorn Municipal Development Guidelines.</p>	N/A		
<p>P3 Development in an Industrial Area of for an Industrial Use, has along all its frontages frontage of the site to any road reserve to road reserve, safe, high quality crossings channel and the verge that meets or provides for their intended function or purpose</p>	<p>Reinforced industrial crossings across the verge from the edge of the carriageway to the property alignment are provided on any frontage of the site to any road reserve whenever access to the roads reserve is required, unless a separate resolution has been made by the Council that any or all of these works are not required by any development along the road frontage.</p> <p>A3.2 AND</p> <p>All works (including driveway crossovers) are designed and constructed in accordance with the Capricorn Municipal Development Guidelines.</p>	N/A		

Solution: ✓ = Acceptable Solution
 ✓ PC = Satisfies Performance Criteria Directly
 A/S = Alternative Solution
 N/A = Not applicable to this proposal

EXTERNAL WORKS AND SERVICING CODE
Performance Criteria and Acceptable Solution

Solution: ✓ = Acceptable Solution
✓ PC = Satisfies Performance Criteria Directly
A/S = Alternative Solution
N/A = Not applicable to this proposal

Ref: B14013CR001_Appendix C

**PRELIMINARY
"CONCEPT"
DRAWING ONLY
NOT FOR
CONSTRUCTION**

LEGEND SERVICES
 THIS DRAWING IS A PRELIMINARY CONCEPT DRAWING AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO VERIFY ALL INFORMATION AND TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS. THE CLIENT ACCEPTS FULL RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS OF THE INFORMATION PROVIDED TO THE ENGINEER. THE ENGINEER'S LIABILITY IS LIMITED TO THE SERVICES PROVIDED IN THIS DRAWING AND DOES NOT EXTEND TO ANY OTHER SERVICES OR TO THE CONSTRUCTION OF THE PROJECT.

RCC Dev App. No.

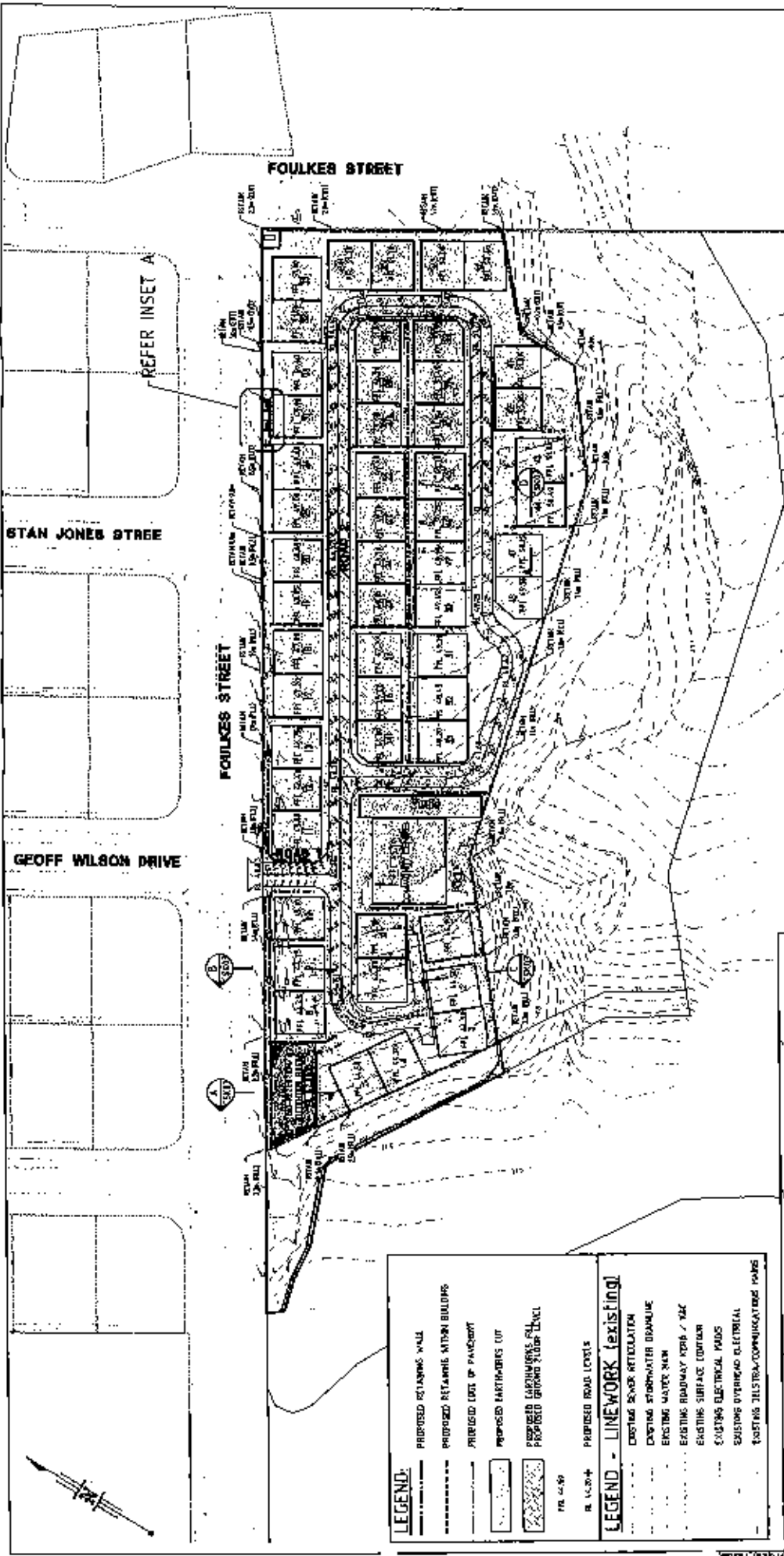
ROCKHAMPTON REGIONAL COUNCIL
 These plans are approved subject to the current conditions of approval associated with Development Permit No. **DL50-2014**.
 Dated **20/01/2015**

Project: PROPOSED DEVELOPMENT AT 303 FOULKES STREET, ROBORIAN GARDENS		Client: DAK TREE GROUP PTY LTD
Drawn: J.L.	Scale: 1:500	Sheet: A1
Checked: J.L.	Revision: 1	Project No: B14033-CSK01
Author: J.L.	Date: 20/01/15	Drawn By: J.L.
Project Manager: J.L.	Scale: 1:500	Drawn By: J.L.

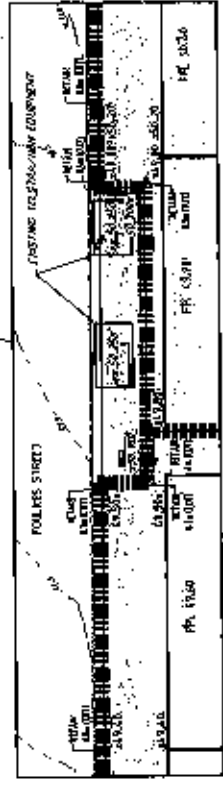
LAMBERT & REIBREIN
 ENGINEERS - MANAGERS - ARCHITECTS
 100/102 HANCOCK STREET
 FEATHERS VALLEY QLD 4202
 A.C.N. 120 454 978

Author: J.L.	Scale: 1:500	Sheet: A1
Checked: J.L.	Revision: 1	Project No: B14033-CSK01
Author: J.L.	Date: 20/01/15	Drawn By: J.L.
Project Manager: J.L.	Scale: 1:500	Drawn By: J.L.

CONCEPT BULK EARTHWORKS LAYOUT PLAN



- LEGEND:**
- PROPOSED RETAINING WALL
 - PROPOSED RETAINING MASON BUILDS
 - PROPOSED LEVEL OF FINISHER
 - PROPOSED EARTHWORKS CUT
 - PROPOSED EARTHWORKS FILL
 - PROPOSED GROUND FLOOR LEVEL
 - PROPOSED ROAD LEVELS
- LEGEND - LINENWORK (existing)**
- EXISTING STORMWATER DRAINAGE
 - EXISTING WATER MAIN
 - EXISTING ROADWAY KERB / GULLY
 - EXISTING SURFACE CONDUIT
 - EXISTING ELECTRICAL PIPES
 - EXISTING OVERHEAD ELECTRICAL
 - EXISTING TELECOM-COMMUNICATIONS PIPES



LEGEND

STAGE BOUNDARY
 STAGE NUMBERS

NOTE:
 DEVELOPMENT IS TO BE CARRIED
 OUT GENERALLY IN ACCORDANCE
 WITH THE SPACING UNLESS AGREED
 TO IN WRITING BY THE ASSESSMENT
 MANAGER.

**ROCKHAMPTON REGIONAL COUNCIL
 ADDITIONAL PLANS APPROVED**

24/09/15
 DATE

These plans are approved and now incorporated into the approved site
 of filing subject to the current conditions of approval associated with
 Development Permit No. D/15-2-2014. Dated 20/09/15

OAK TREE GROUP

58 RAIN STREET
 SPRING HILL QLD

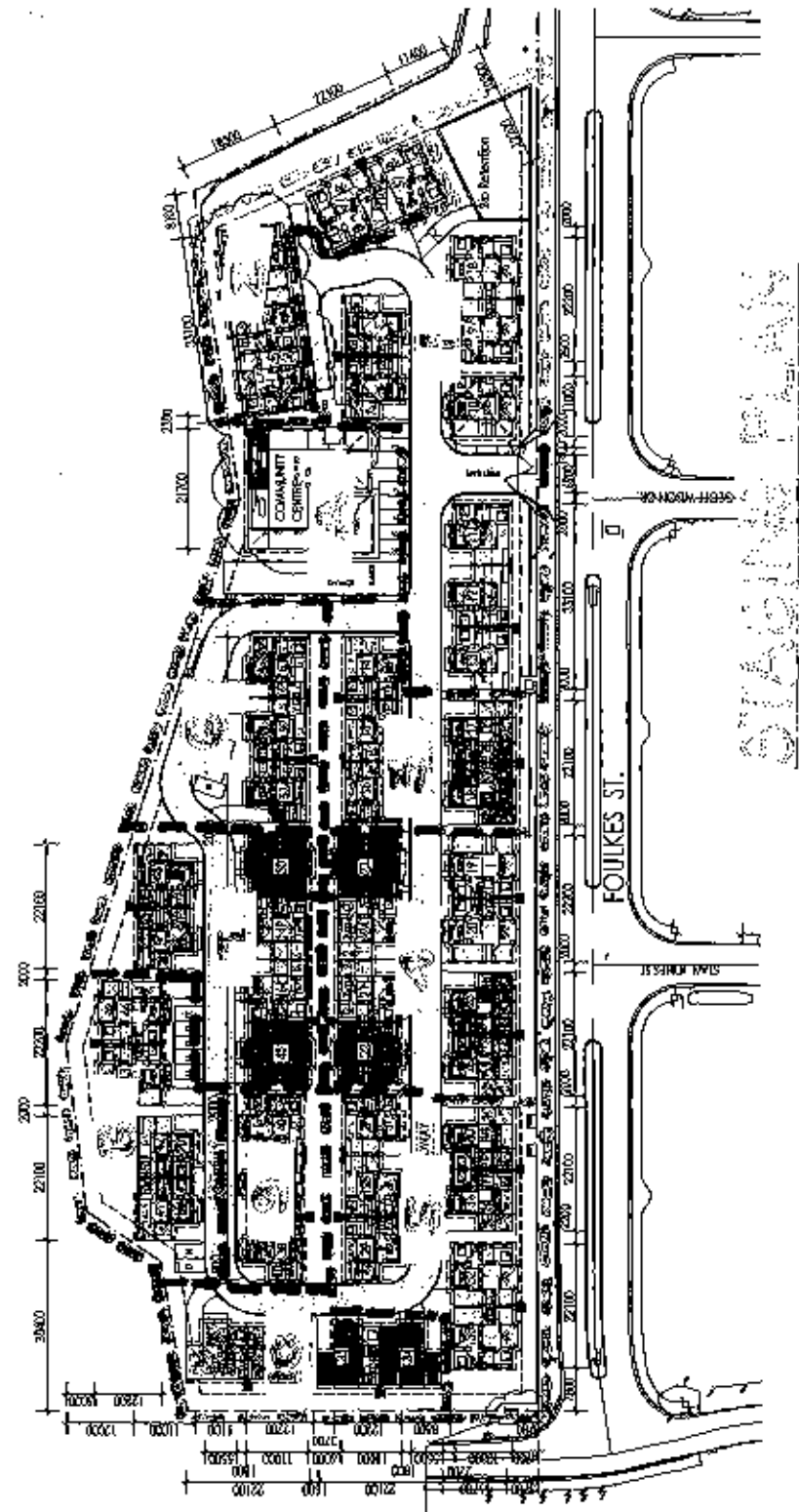
PO BOX 947
 SPRING HILL
 QLD 4006

oaktreegroup.com.au
 Ph: 07 3228 4200 Fax: 07 3831 4244

1. SITE VISUAL IMPACT STUDY	2013
2. ENVIRONMENTAL IMPACT STATEMENT	2013
3. PRELIMINARY DESIGN	2013
4. ENVIRONMENTAL IMPACT STATEMENT	2013
5. PRELIMINARY DESIGN	2013
6. ENVIRONMENTAL IMPACT STATEMENT	2013
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96. ENVIRONMENTAL IMPACT STATEMENT	2013
97. PRELIMINARY DESIGN	2013
98. ENVIRONMENTAL IMPACT STATEMENT	2013
99. PRELIMINARY DESIGN	2013
100. ENVIRONMENTAL IMPACT STATEMENT	2013

PROPOSED UNRESTRICTED VILLAGE
 FOUKES ST. ROCKHAMPTON QLD

C00000	
DATE	24/09/15
BY	0000
FOR	0000



2 Bed 69 Duplex - Type 'A'
Units 6-7, 40-41, 48-49

UNIT INFORMATION	
REFR ENIG	6400gpm
MAIN	2800gpm
GARAGE/PORT	1274gpm
PATIO	1.52gpm
PORCH	
TOTAL	107.26gpm

UNIT INFORMATION	
REFR ENIG	8112gpm
MAIN	2800gpm
GARAGE/PORT	1274gpm
PATIO	1.52gpm
PORCH	
TOTAL	113.86gpm

DOOR SCHEDULE

NO	TYPE	HEIGHT	WIDTH
D01	Sliding Door External - 2100 x 670 (670)	2100	670
D02	Sliding Door External - 2100 x 670 (670)	2100	670
D03	Sliding Glass Door - 2100 x 2400	2100	2400
D04	Sliding Door Internal - 2100 x 670	2100	670
D05	Sliding Door Internal - 2100 x 670	2100	670
D06	Sliding Door Internal - 2100 x 670	2100	670
D07	Sliding Door Internal - 2100 x 670	2100	670
D08	Sliding Door Internal - 2100 x 670	2100	670
D09	Sliding Door Internal - 2100 x 670	2100	670
D10	Sliding Door Internal - 2100 x 670	2100	670
D11	Sliding Door Internal - 2100 x 670	2100	670
D12	Sliding Door Internal - 2100 x 670	2100	670
D13	Sliding Door Internal - 2100 x 670	2100	670
D14	Sliding Door Internal - 2100 x 670	2100	670
D15	Sliding Door Internal - 2100 x 670	2100	670
D16	Sliding Door Internal - 2100 x 670	2100	670
D17	Sliding Door Internal - 2100 x 670	2100	670
D18	Sliding Door Internal - 2100 x 670	2100	670
D19	Sliding Door Internal - 2100 x 670	2100	670
D20	Sliding Door Internal - 2100 x 670	2100	670
D21	Sliding Door Internal - 2100 x 670	2100	670
D22	Sliding Door Internal - 2100 x 670	2100	670

WINDOW SCHEDULE

NO	TYPE	SILL	HEAD	HEIGHT	WIDTH
W01	Sliding Window 1200	850	2100	1200	1800
W02	Sliding Window 600	1200	2100	900	1500
W03	Sliding Window 600	1500	2100	600	1500
W04	Sliding Window 600	1200	2100	600	1500
W05	Sliding Window 600	1500	2100	600	1500
W06	Sliding Window 600	1200	2100	600	1500
W07	Sliding Window 600	1500	2100	600	1500
W08	Sliding Window 600	1200	2100	600	1500
W09	Sliding Window 600	1500	2100	600	1500
W10	Sliding Window 1200	850	2100	1200	1800

ROCKHAMPTON REGIONAL COUNCIL
These plans are approved subject to the current conditions of approval associated with Development Permit No. D180-2014. Dated 20/04/2015.

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QLD 4004
oaktree@oaktreegroup.com.au
Ph: 07 3262 4800 Fax: 07 3262 1444

GENERAL LEGEND

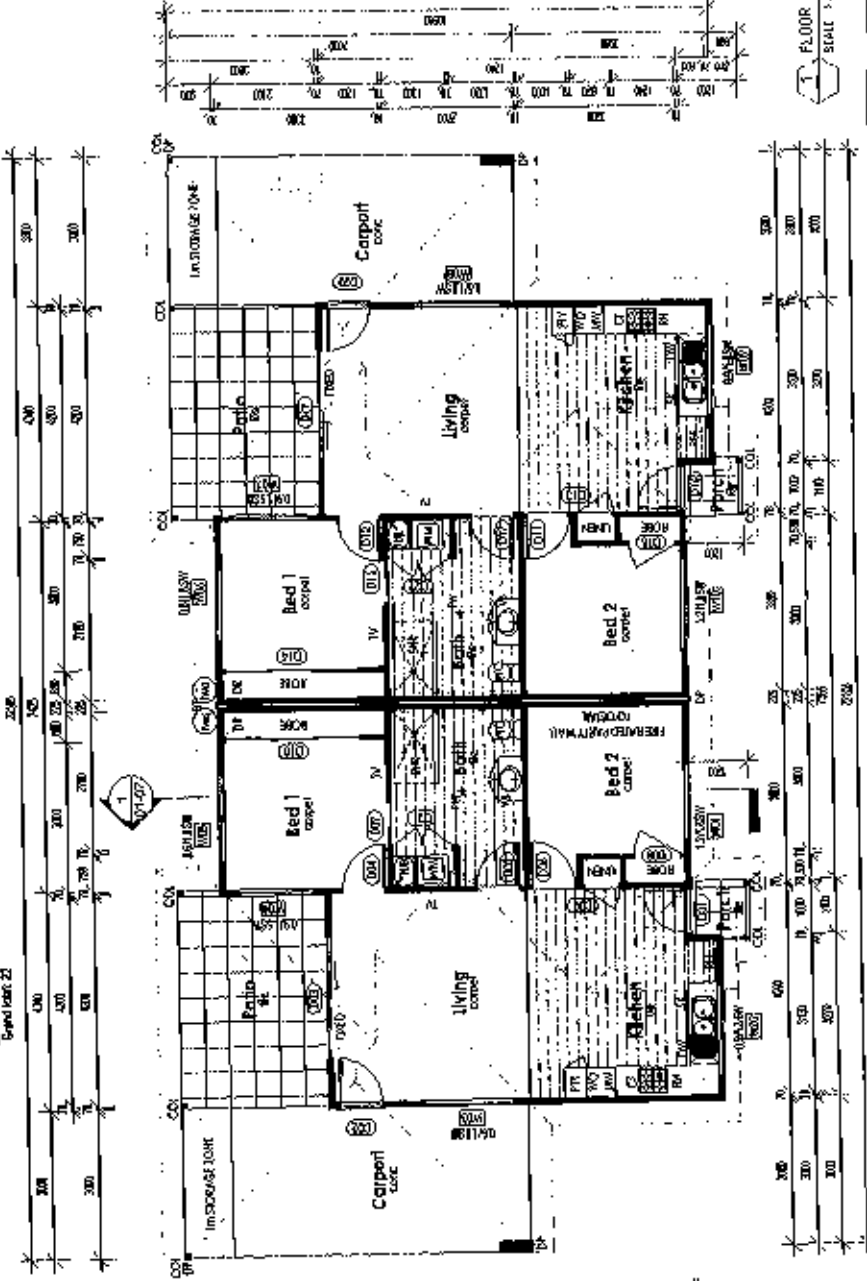
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02	BRICKWORK
03	WOODWORK
04	GLASS
05	PAINT
06	ROOFING
07	LANDSCAPE
08	MECHANICAL
09	ELECTRICAL
10	PLUMBING
11	HEATING
12	Cooling
13	Lighting
14	Acoustic
15	Fire
16	Security
17	Accessibility
18	Other

PROPOSED LIFESTYLE VILLAGE
PROPOSED LIFESTYLE VILLAGE
PO BOX 947, SPRING HILL QLD
ROCKHAMPTON, QLD

Ground Floor Plan

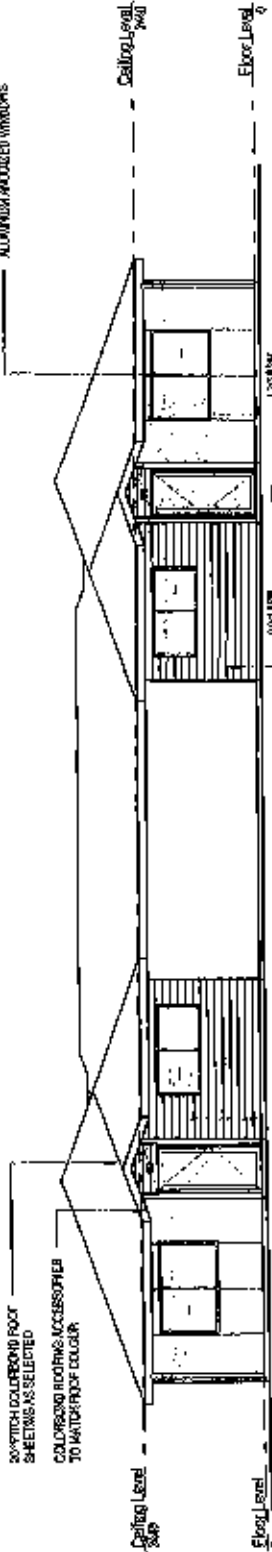
C4042-010

DATE: 22/03/14
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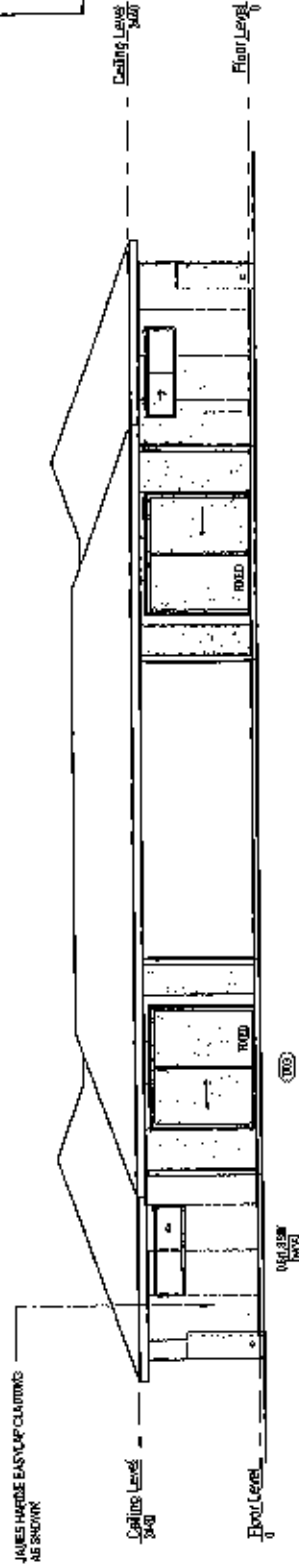


FLOOR PLAN
SCALE: 1:100

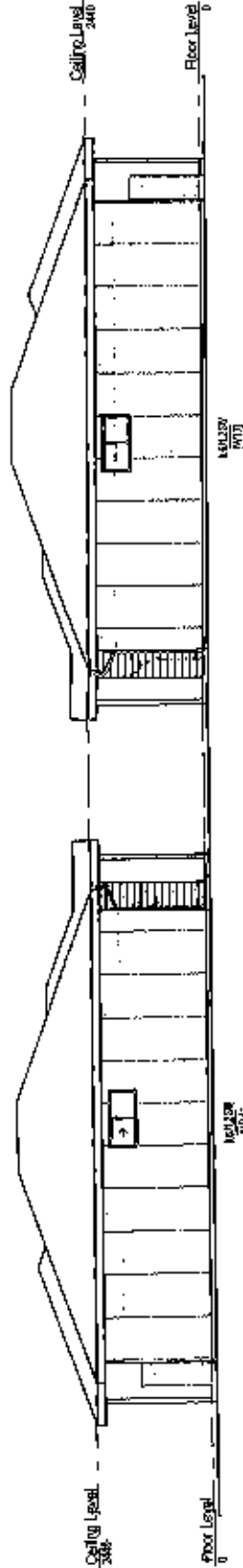
288ed03 Duplex - Type 'B'
Units 4-5, 10-11, 12-13



1 ELEVATION 1
SCALE 1:50



2 ELEVATION 2
SCALE 1:50



3 ELEVATION 3
SCALE 1:50

4 ELEVATION 4
SCALE 1:50

OAK TREE GROUP

50 RAAF STREET
SPRING HILL QLD
PO BOX 940
SPRING HILL
QLD 4004

drawings@oaktreegroup.com.au
Ph: 07 3228 4600 P.O. 07 3831 4544



OAK TREE

ROCKHAMPTON REGIONAL COUNCIL
These plans are approved subject to the current conditions of approval associated with Development Permit No. 0158A-2014 dated 20/03/2014.

ISSUED FOR THE
REVISIONS

Client

PROPOSED LIFESTYLE VILLAGE
FOURACES ST, WARMAN BARBERS
ROCKHAMPTON, QLD

Elevations

C4042-01b

DATE	ISSUED FOR	DATE	ISSUED FOR
20.03.2014	1:50	1:50	1:50
PROJECT NO.	4042	DATE	01b-02
			1

General notes: All work to be done in accordance with the relevant Australian Standards and the Queensland Building Code Act 2004. All work to be done in accordance with the relevant Australian Standards and the Queensland Building Code Act 2004. All work to be done in accordance with the relevant Australian Standards and the Queensland Building Code Act 2004.

2Bed79 Duplex - Type 'A'
Units 16-17, 22-23, 24-25, 34-35, 46-47

UNIT INFORMATION

UNIT INFORMATION	SCHEDULE OF AREAS
2Bed79	MAIN
REFR BNG	GA
KITCHEN TYPE	GA
INTERNAL COLOUR	SCHEME TBC
EXTERNAL COLOUR	SCHEME TBC
FLOOR TYPE	CONC SLAB
NOTE: INTERNAL TOP OF TERRACE BEHIND COMPARTMENT OF UNIT WALLS	
16A4qb	TOTAL

UNIT INFORMATION

UNIT INFORMATION	SCHEDULE OF AREAS
2Bed79	MAIN
REFR BNG	GA
KITCHEN TYPE	GA
INTERNAL COLOUR	SCHEME TBC
EXTERNAL COLOUR	SCHEME TBC
FLOOR TYPE	CONC SLAB
NOTE: INTERNAL TOP OF TERRACE BEHIND COMPARTMENT OF UNIT WALLS	
16A4qb	TOTAL

DOOR SCHEDULE

NO	TYPE	HEIGHT	WIDTH
D01	Swing Door External - 2100 x 870 (E/Int)	2100	870
D02	Swing Door External - 2100 x 870 (E/Int)	2100	870
D03	Swing Glass Door 2100 x 2400	2100	2400
D04	Swing Glass Door 2100 x 2400	2100	2400
D05	Swing Door Internal - 2100 x 870	2100	870
D06	Swing Door Internal - 2100 x 870	2100	870
D07	Swing Door Internal - 2100 x 870	2100	870
D08	Swing Door Internal - 2100 x 870	2100	870
D09	Swing Door Internal - 2100 x 870	2100	870
D10	Swing Door Internal - 2100 x 870	2100	870
D11	Swing Door Internal - 2100 x 870	2100	870
D12	Swing Door Internal - 2100 x 870	2100	870
D13	Swing Door Internal - 2100 x 870	2100	870
D14	Swing Door Internal - 2100 x 870	2100	870
D15	Swing Door Internal - 2100 x 870	2100	870
D16	Swing Door Internal - 2100 x 870	2100	870
D17	Swing Door Internal - 2100 x 870	2100	870
D18	Swing Door Internal - 2100 x 870	2100	870
D19	Swing Door Internal - 2100 x 870	2100	870
D20	Swing Door Internal - 2100 x 870	2100	870

DOOR SCHEDULE

NO	TYPE	HEIGHT	WIDTH
D21	Swing Door External - 2100 x 870 (E/Int)	2100	870
D22	Swing Glass Door 2100 x 2400	2100	2400
D23	Swing Glass Door 2100 x 2400	2100	2400
D24	Swing Glass Door 2100 x 2400	2100	2400

WINDOW SCHEDULE

NO	TYPE	SILL	HEAD	HEIGHT	WIDTH
W01	Sliding Window 12x6	500	2100	1300	3000
W02	Sliding Window 6x6	1500	2100	900	1800
W03	Sliding Window 6x6	1500	2100	900	1800
W04	Sliding Window 6x6	1500	2100	900	1800
W05	Sliding Window 6x6	1500	2100	900	1800
W06	Sliding Window 6x6	1500	2100	900	1800
W07	Sliding Window 6x6	1500	2100	900	1800
W08	Sliding Window 6x6	1500	2100	900	1800
W09	Sliding Window 6x6	1500	2100	900	1800
W10	Sliding Window 6x6	1500	2100	900	1800
W11	Sliding Window 6x6	1500	2100	900	1800
W12	Sliding Window 6x6	1500	2100	900	1800
W13	Sliding Window 6x6	1500	2100	900	1800
W14	Sliding Window 6x6	1500	2100	900	1800
W15	Sliding Window 6x6	1500	2100	900	1800
W16	Sliding Window 6x6	1500	2100	900	1800
W17	Sliding Window 6x6	1500	2100	900	1800
W18	Sliding Window 6x6	1500	2100	900	1800
W19	Sliding Window 6x6	1500	2100	900	1800
W20	Sliding Window 6x6	1500	2100	900	1800
W21	Sliding Window 6x6	1500	2100	900	1800
W22	Sliding Window 6x6	1500	2100	900	1800
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W99	Sliding Window 6x6	1500	2100	900	1800
W100	Sliding Window 6x6	1500	2100	900	1800

OAK TREE GROUP
40 RAFF STREET
SPRING HILL QLD
4004

OAK TREE
PO BOX 947
SPRING HILL
QLD 4004

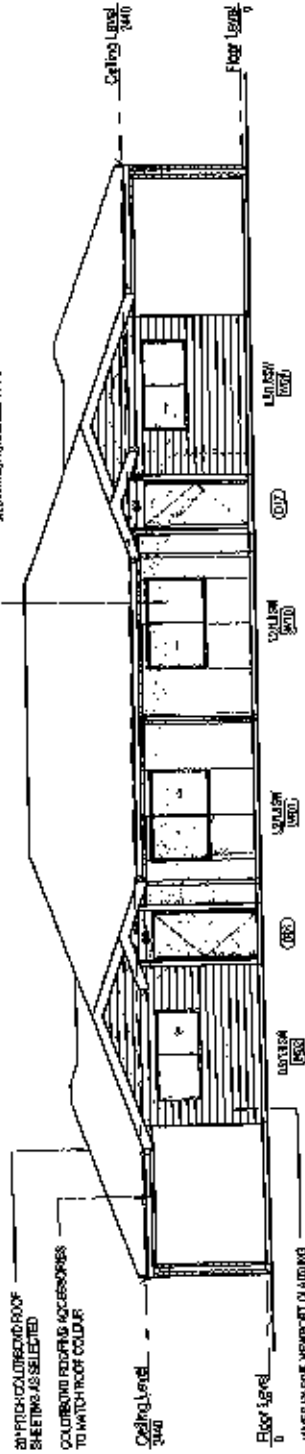
oaktreegroup.com.au
Ph: 07 3358 4800 Fax: 07 3351 6344

GENERAL LEGEND

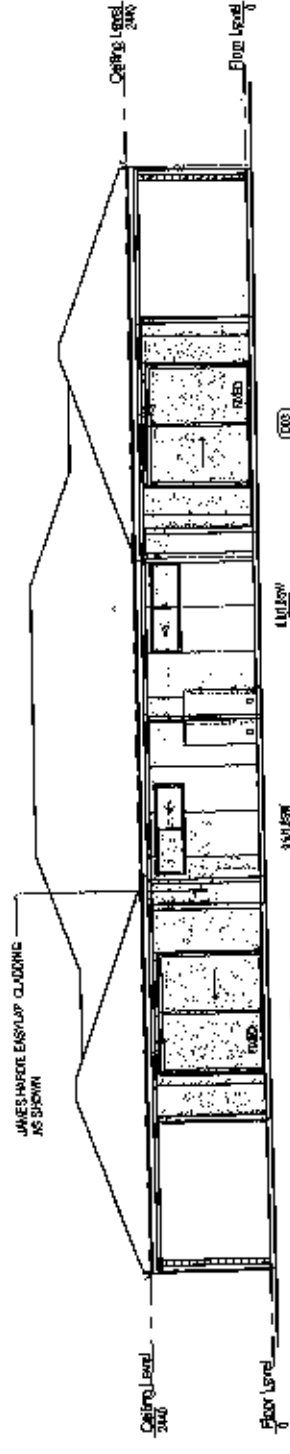
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DK	DRAWER/KITCHEN
DR	DRINKING WATER
FC	FLOOR COVERING
FR	FRIDGE
GR	GRASS
HT	HOT WATER
HTC	HOT WATER CISTERN
HTL	HOT WATER LINE
HTM	HOT WATER METER
HTP	HOT WATER PUMP
HTS	HOT WATER STOP VALVE
HTV	HOT WATER VALVE
HTW	HOT WATER WIRE
HTX	HOT WATER XEROX
HTY	HOT WATER YIELD
HTZ	HOT WATER ZONE
HTAA	HOT WATER AREA
HTAB	HOT WATER AREA B
HTAC	HOT WATER AREA C
HTAD	HOT WATER AREA D
HTAE	HOT WATER AREA E
HTAF	HOT WATER AREA F
HTAG	HOT WATER AREA G
HTAH	HOT WATER AREA H
HTAI	HOT WATER AREA I
HTAJ	HOT WATER AREA J
HTAK	HOT WATER AREA K
HTAL	HOT WATER AREA L
HTAM	HOT WATER AREA M
HTAN	HOT WATER AREA N
HTAO	HOT WATER AREA O
HTAP	HOT WATER AREA P
HTAQ	HOT WATER AREA Q
HTAR	HOT WATER AREA R
HTAS	HOT WATER AREA S
HTAT	HOT WATER AREA T
HTAU	HOT WATER AREA U
HTAV	HOT WATER AREA V
HTAW	HOT WATER AREA W
HTAX	HOT WATER AREA X
HTAY	HOT WATER AREA Y
HTAZ	HOT WATER AREA Z

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96	FLUORO POLY	

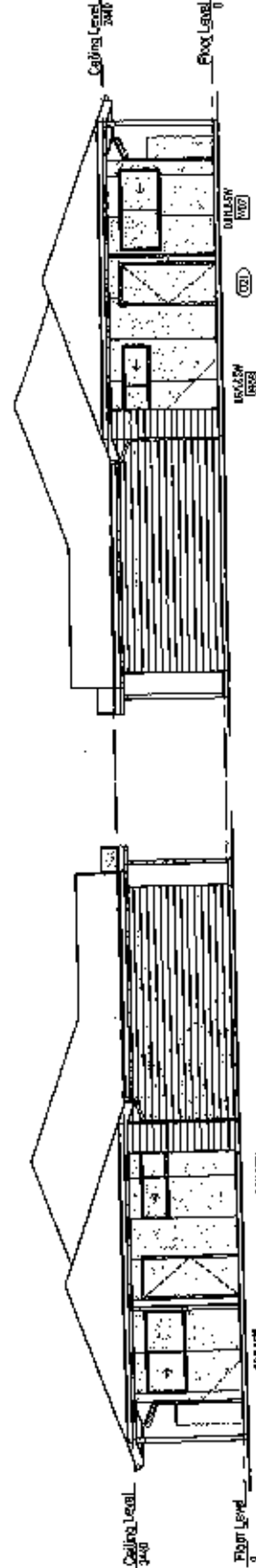
2Bed79 Duplex - Type 'A'
Units 16-17, 22-23, 24-25, 34-35, 46-47



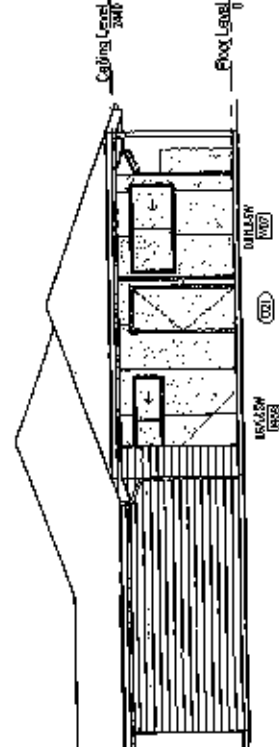
1 ELEVATION 1
SCALE 1:100



2 ELEVATION 2
SCALE 1:100



3 ELEVATION 3
SCALE 1:100



4 ELEVATION 4
SCALE 1:100

Special Note: All drawings are subject to the provisions of the Building Act 2006 and the Building Regulations 2006. The client is responsible for ensuring that all necessary permits and approvals are obtained. The architect is not responsible for any errors or omissions in the drawings. The drawings are for information only and do not constitute an offer of any services. The drawings are the property of the architect and shall remain confidential. The drawings are to be used only for the purpose for which they were prepared. The drawings are to be used only for the purpose for which they were prepared.

OAK TREE GROUP
40 RAIR STREET
SPRING HILL QLD
PO BOX 947
SPRING HILL
QLD 4004
drawing@oaktreegroup.com.au
PH: 07 3208 4500 FX: 07 3131 4344

ROCKHAMPTON REGIONAL COUNCIL
These plans are approved subject to the current conditions of approval associated with Development Permit No. D159-2014
Dated 20/10/2015

PROJECT: PROPOSED LIFESTYLE VILLAGE
ADDRESS: 2408/85 ST. HIRSHAW GARDENS
ROCKHAMPTON, QLD
SCALE: 1:100
DATE: 10/10/15

Elevations

C4042-02a	
NO.	1
DATE	10/10/15
PROJECT	PROPOSED LIFESTYLE VILLAGE
ADDRESS	2408/85 ST. HIRSHAW GARDENS ROCKHAMPTON, QLD
SCALE	1:100
NO.	1
DATE	10/10/15

2 Bed 79 Duplex - Type 1a
 Units 14-15, 30-31, 38-39, 52, 53

OAK TREE GROUP
 40 RAFT STREET
 SPRING HILL QLD
 RD BOX 167
 SPRING HILL
 QLD 4004
 drawings@oaktreegroup.com.au
 PH: 07 3224 4990 FX: 07 3153 4444

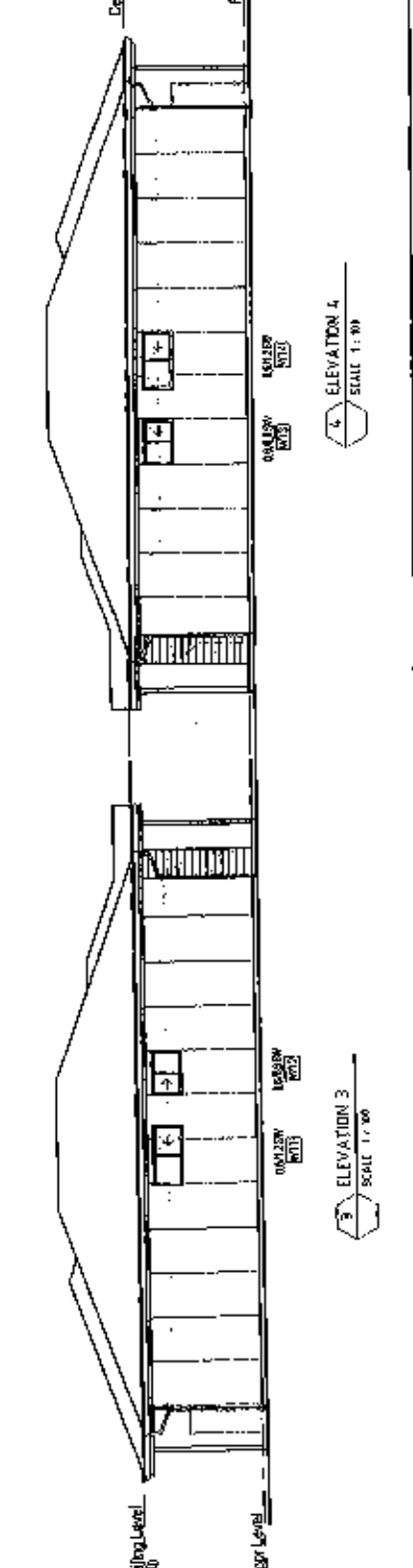
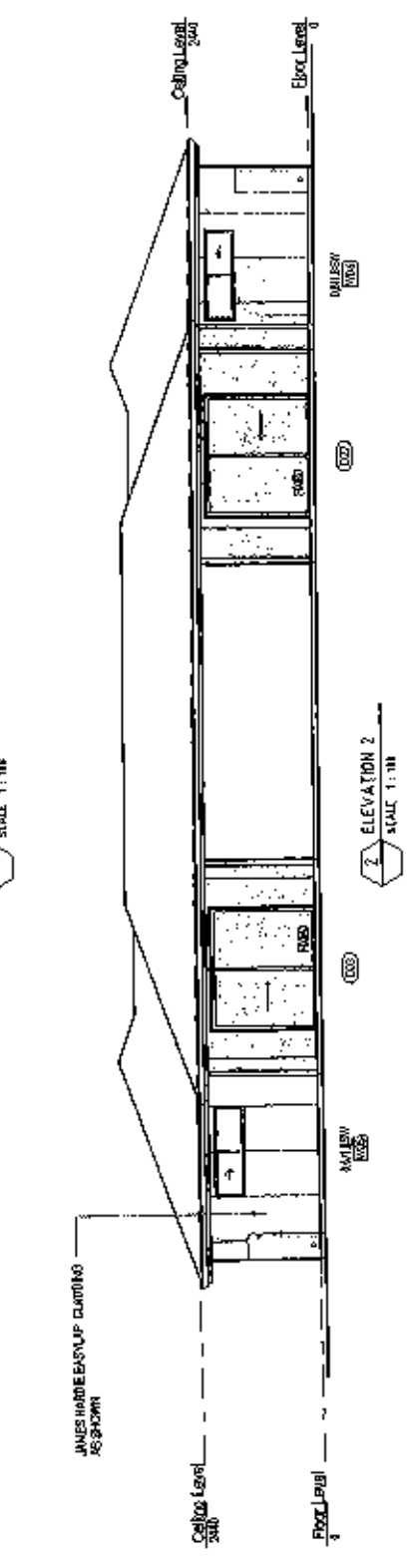
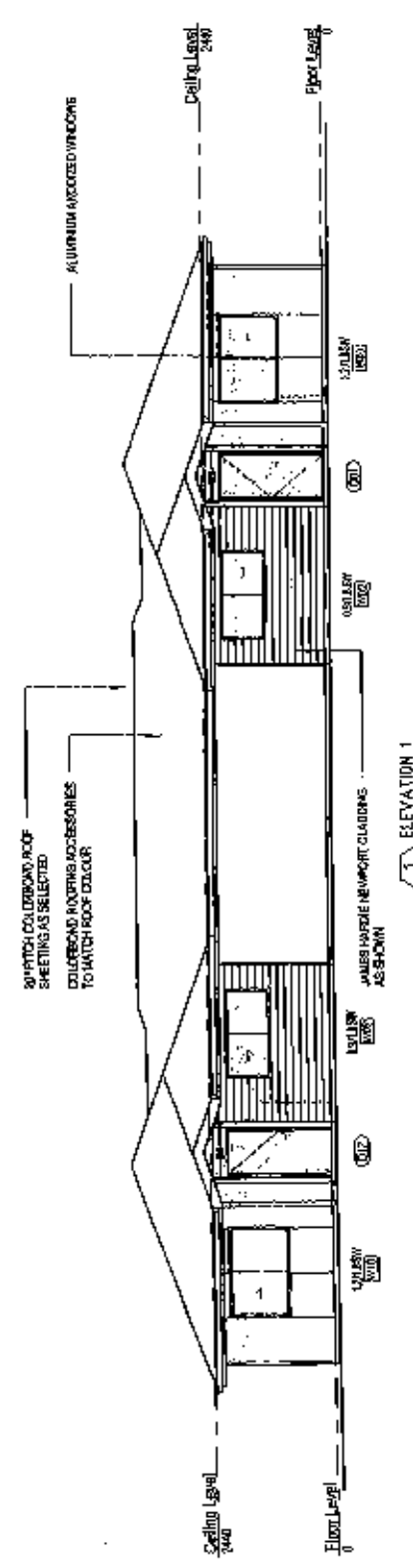
ROCKHAMPTON REGIONAL COUNCIL
 These plans are approved subject to the outline
 conditions of approval associated with
 Development Permit No. D150-6034
 Dated: 26/11/2015

PROJ	PROPOSED LIFESTYLE VILLAGE
CLIENT	ROCKHAMPTON REGIONAL COUNCIL
DATE	26/11/2015

PROPOSED LIFESTYLE VILLAGE
 100/102/104/106/108/110/112/114/116/118/120/122/124/126/128/130/132/134/136/138/140/142/144/146/148/150/152/154/156/158/160/162/164/166/168/170/172/174/176/178/180/182/184/186/188/190/192/194/196/198/200/202/204/206/208/210/212/214/216/218/220/222/224/226/228/230/232/234/236/238/240/242/244/246/248/250/252/254/256/258/260/262/264/266/268/270/272/274/276/278/280/282/284/286/288/290/292/294/296/298/300/302/304/306/308/310/312/314/316/318/320/322/324/326/328/330/332/334/336/338/340/342/344/346/348/350/352/354/356/358/360/362/364/366/368/370/372/374/376/378/380/382/384/386/388/390/392/394/396/398/400/402/404/406/408/410/412/414/416/418/420/422/424/426/428/430/432/434/436/438/440/442/444/446/448/450/452/454/456/458/460/462/464/466/468/470/472/474/476/478/480/482/484/486/488/490/492/494/496/498/500/502/504/506/508/510/512/514/516/518/520/522/524/526/528/530/532/534/536/538/540/542/544/546/548/550/552/554/556/558/560/562/564/566/568/570/572/574/576/578/580/582/584/586/588/590/592/594/596/598/600/602/604/606/608/610/612/614/616/618/620/622/624/626/628/630/632/634/636/638/640/642/644/646/648/650/652/654/656/658/660/662/664/666/668/670/672/674/676/678/680/682/684/686/688/690/692/694/696/698/700/702/704/706/708/710/712/714/716/718/720/722/724/726/728/730/732/734/736/738/740/742/744/746/748/750/752/754/756/758/760/762/764/766/768/770/772/774/776/778/780/782/784/786/788/790/792/794/796/798/800/802/804/806/808/810/812/814/816/818/820/822/824/826/828/830/832/834/836/838/840/842/844/846/848/850/852/854/856/858/860/862/864/866/868/870/872/874/876/878/880/882/884/886/888/890/892/894/896/898/900/902/904/906/908/910/912/914/916/918/920/922/924/926/928/930/932/934/936/938/940/942/944/946/948/950/952/954/956/958/960/962/964/966/968/970/972/974/976/978/980/982/984/986/988/990/992/994/996/998/1000

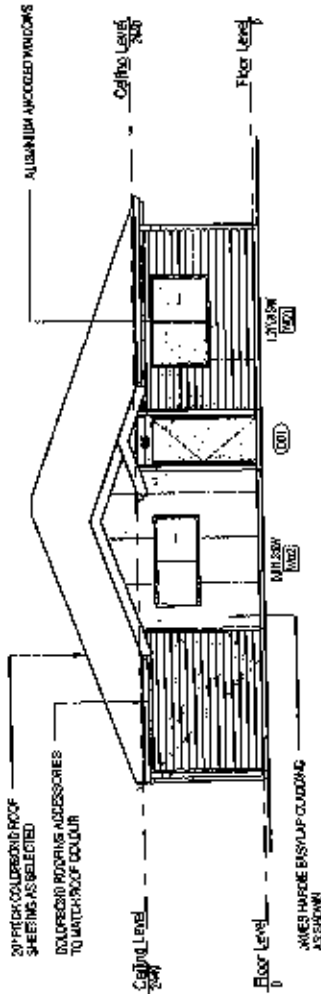
Elevations

PROJ	PROPOSED LIFESTYLE VILLAGE
CLIENT	ROCKHAMPTON REGIONAL COUNCIL
DATE	26/11/2015
PROJECT NO.	4042
DATE	02/02/15

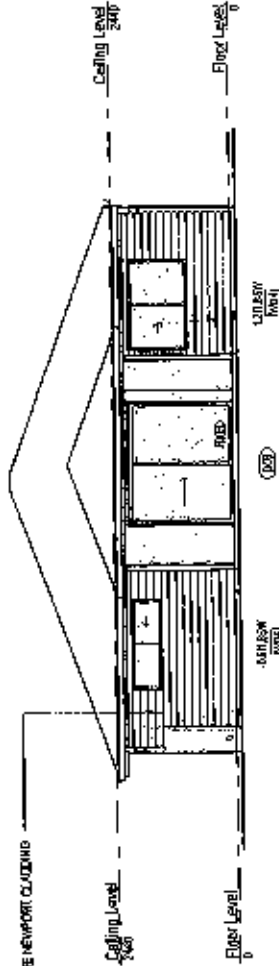


C4042-2b

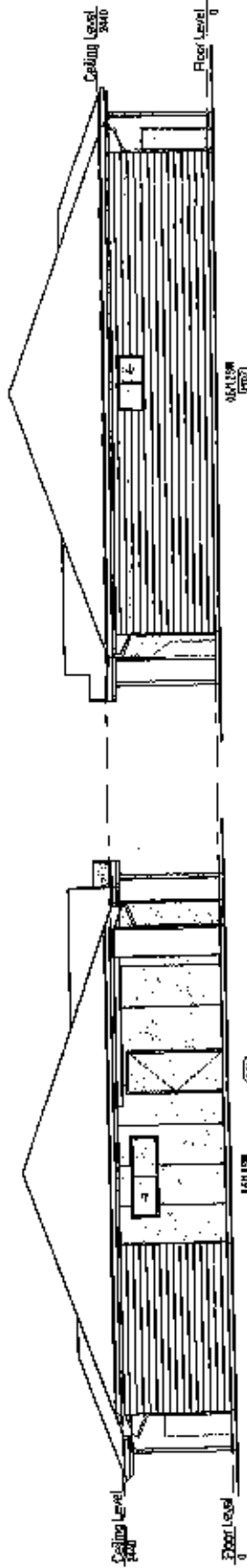
38490 House
Unit 1



1 ELEVATION 1
SCALE 1:16



2 ELEVATION 2
SCALE 1:30



3 ELEVATION 3
SCALE 1:30

4 ELEVATION 4
SCALE 1:16

Client: 38490 House Unit 1, 38490 Spring Hill Road, Spring Hill QLD 4004
 Project: 38490 House Unit 1, 38490 Spring Hill Road, Spring Hill QLD 4004
 Date: 03/02/2011
 Drawing No: C4042-03

OAK TREE GROUP
 40 RAFF STREET
 SPRING HILL QLD
 PO BOX 947
 SPRING HILL
 QLD 4004
 drawings@oaktreegroup.com.au
 TEL: 07 3428 4800 FAX: 07 3881 4664

ROCKHAMPTON REGIONAL COUNCIL
 These plans are approved subject to the current conditions of approval associated with Development Permit No. D168-2004
 Dated 20/01/2011

ISSUED FOR:	NO. 2
REVISION:	REVISION 03/02/11

PROJ: PROPOSED LIFESTYLE VILLAGE
 ADDRESS: PHILLIPS ST, HOPMAN GARDENS
 ROCKHAMPTON, QLD

Elevations
C4042-03

DATE:	03/02/11	SCALE:	1:16
BY:	UNP	CHECKED:	UNP
DATE:	03/02/11	SCALE:	1:16
BY:	UNP	CHECKED:	UNP
DATE:	03/02/11	SCALE:	1:16
BY:	UNP	CHECKED:	UNP

**PROPOSED LIFESTYLE VILLAGE
FOULKES ST, ROCKHAMPTON, QLD**

ROCKHAMPTON REGIONAL COUNCIL
 These plans are approved subject to the current
 conditions of approval associated with
 Development Permit No. **D15-2-8804**
 Dated **20/01/2015**

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 drawings@oaktreegroup.com.au
 TEL: 07 3228 4200 FAX: 07 3283 8244



FOR INFORMATION
REVISION SCHEDULE

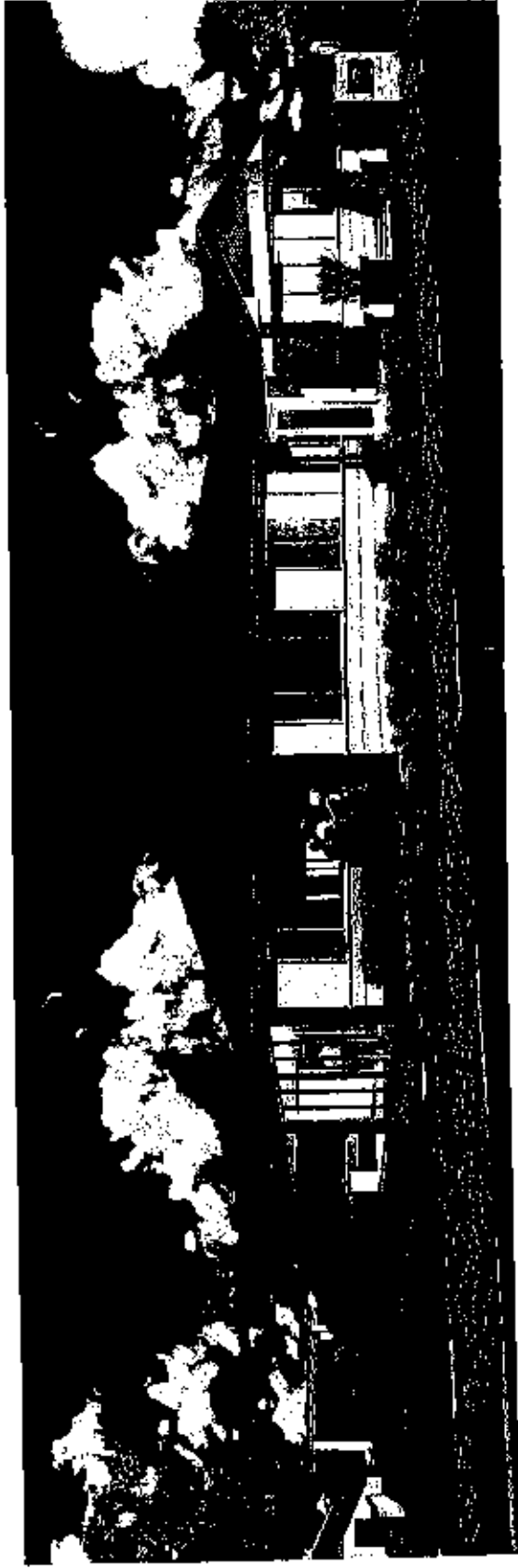
DATE
OAK TREE GROUP

PROJECT
**PROPOSED LIFESTYLE VILLAGE
 PROJECT ADDRESS
 FOULKES ST, ROCKHAMPTON, QLD**

DATE
**COMM CENTRE -
 COVER**

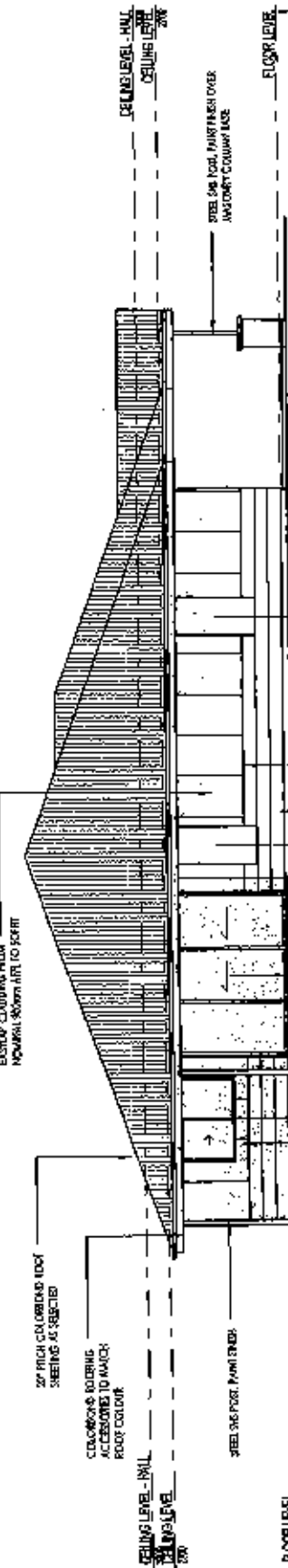
C0000

DATE	BY	REVISION	DESCRIPTION
01/10/15	OC	01	AS
0000		00-01	1

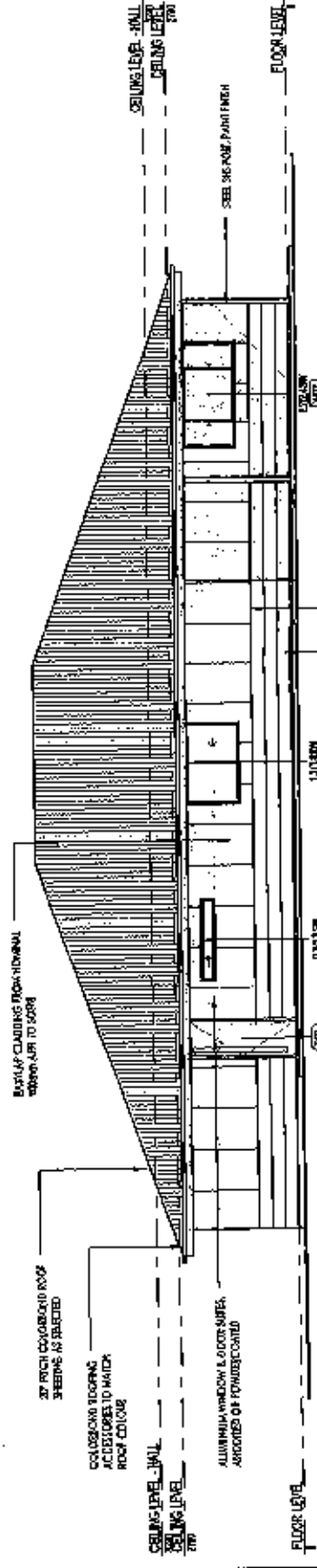


ROCKHAMPTON REGIONAL COUNCIL
 These plans are approved subject to the current conditions of approval associated with Development Permit No. 12/188-60044
 Dated 26/01/2018

OAK TREE GROUP
 60 RAFF STREET
 SPRING HILL QLD
 PO BOX 947
 SPRING HILL
 QLD 4004
 44 (mailing)@oaktreegroup.com.au
 Ph: 07 5228 4200 Fax: 07 5831 4044



1 ELEVATION 1
 SCALE 1:100



2 ELEVATION 2
 SCALE 1:100

1 FOR APPROVAL
 REVISION SCHEDULE

DATE
 OAK TREE GROUP

PROJECT
 PROPOSED LIFESTYLE VILLAGE
 PROJECT NUMBER
 FIGURES ST1, ROCKHAMPTON, QLD

NO.
 COMM CENTRE -
 ELEVATIONS

C0000

DATE	BY	REVISION	APPROVED BY
09/10/14	V.L. HO	1	AS
0000	00-05	1	

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL BUILDING REGULATIONS AND THE NATIONAL FIRE BRANCH REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

OAK TREE GROUP
 40 RAFF STREET
 SPRING HILL QLD
 PO BOX 917
 SPRING HILL
 QLD 4004
 Phone: 08 9353 4000 Fax: 08 9353 4144
 Website: oaktreegroup.com.au

PROPOSED LIFESTYLE VILLAGE
 70000 SQM
 1000 UNITS
 1000 UNITS
 1000 UNITS

REVISION SCHEDULE

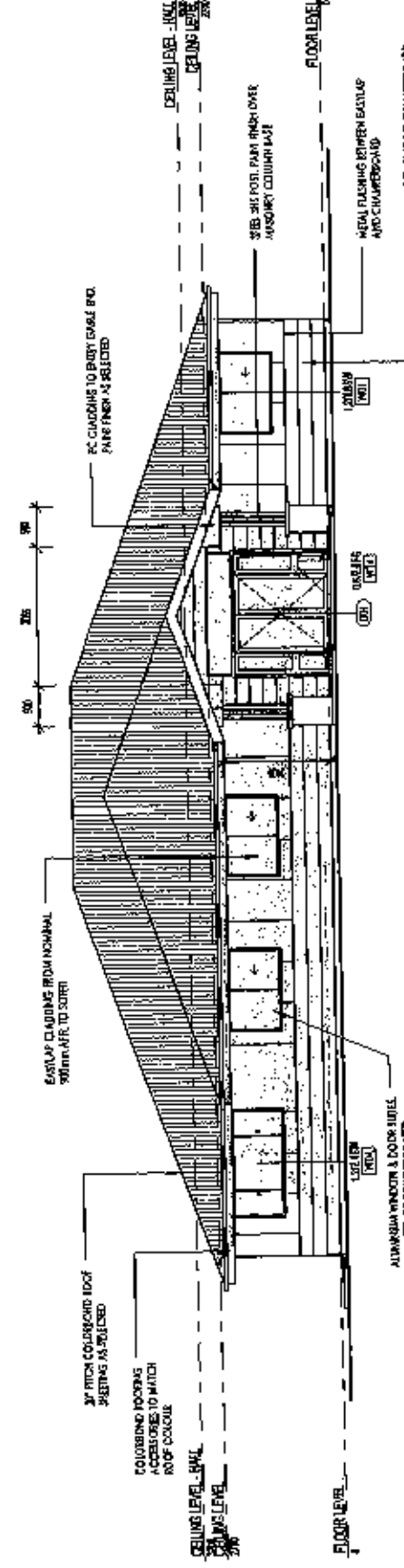
NO.	DESCRIPTION	DATE
1	ISSUE FOR PERMIT	08/01/14

Client: OAK TREE GROUP
 Proposed: PROPOSED LIFESTYLE VILLAGE
 Project Address: 70000 SQM
 1000 UNITS
 1000 UNITS

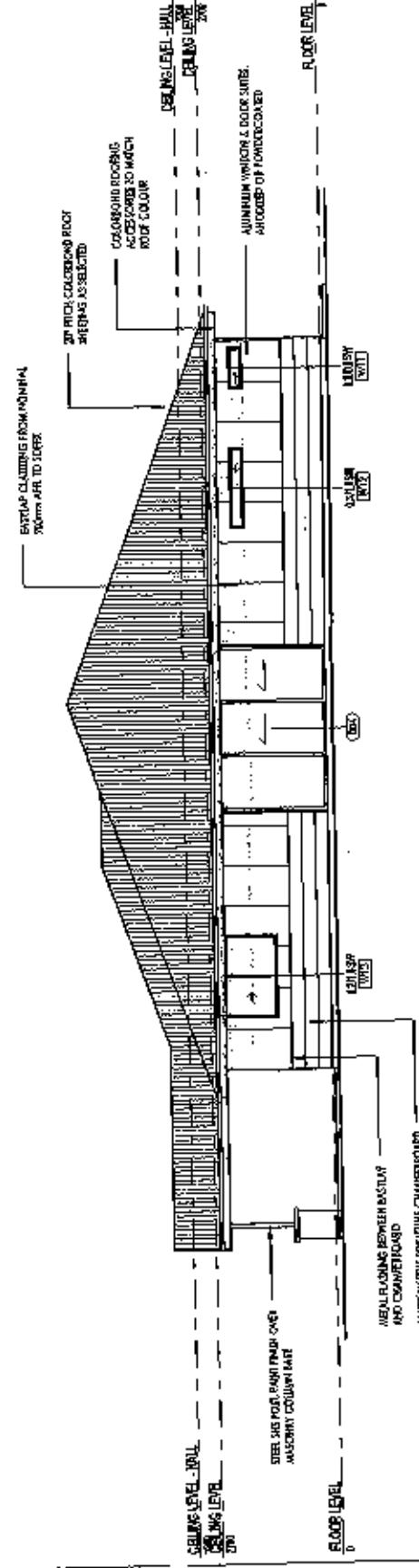
Comm Centre - ELEVATIONS

C0000

Revision	By	Check	Date
0000	THP	GC	08/01/14
0001	THP	GC	08/01/14
0002	THP	GC	08/01/14
0003	THP	GC	08/01/14
0004	THP	GC	08/01/14
0005	THP	GC	08/01/14
0006	THP	GC	08/01/14
0007	THP	GC	08/01/14
0008	THP	GC	08/01/14
0009	THP	GC	08/01/14
0010	THP	GC	08/01/14



1 ELEVATION 3
 SCALE 1:10

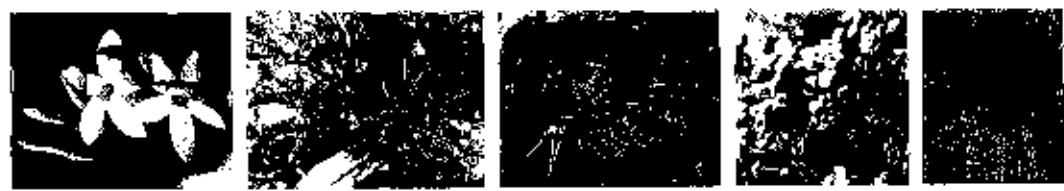


2 ELEVATION 4
 SCALE 1:10

ROCKHAMPTON REGIONAL COUNCIL
 These plans are approved subject to the current conditions of approval associated with Development Permit No. **D183-2014**
 Dated **20/01/2014**

LANDSCAPE SCHEDULE & PALETTE

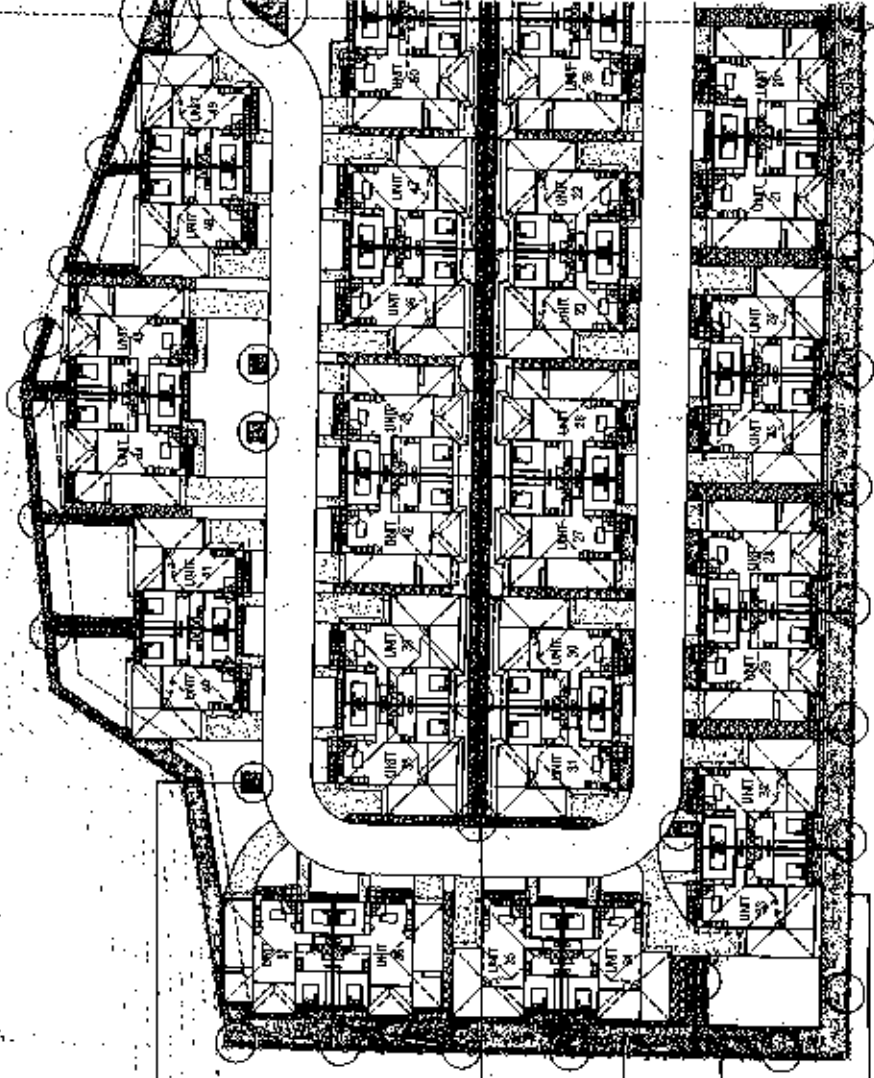
Code	Plant Name	Common Name	Fls. Color
1	AGAVE	AGAVE	White
2	AGAVE	AGAVE	White
3	AGAVE	AGAVE	White
4	AGAVE	AGAVE	White
5	AGAVE	AGAVE	White
6	AGAVE	AGAVE	White
7	AGAVE	AGAVE	White
8	AGAVE	AGAVE	White
9	AGAVE	AGAVE	White
10	AGAVE	AGAVE	White
11	AGAVE	AGAVE	White
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96	AGAVE	AGAVE	White
97	AGAVE	AGAVE	White
98	AGAVE	AGAVE	White
99	AGAVE	AGAVE	White
100	AGAVE	AGAVE	White



ROCKHAMPTON REGIONAL COUNCIL
 These plans are approved subject to the current conditions of approval, suspended until Development Permit No. 2018-0011 is issued.
 Dated 20/11/2018



2018 © WOODSCEPTS - Rockhampton



FOULKES STREET

STAN JONES ST.

2018-0011
 ADOPTS

Feature normal trees to be clear
 finished to allow clear sight lines and
 enhance the landscape character.

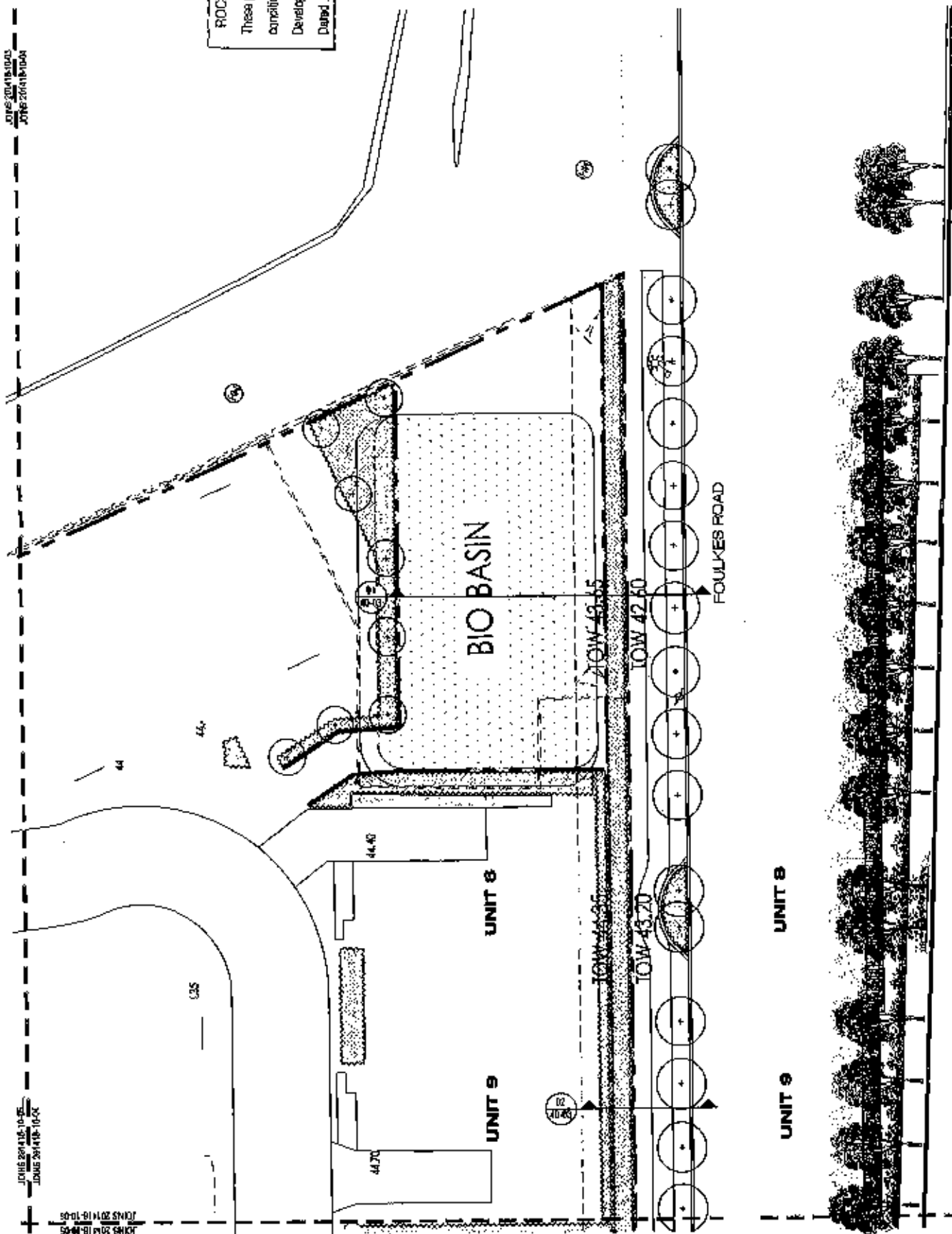
Use screening plants between
 internal courtyards with alternate
 feature street trees.

Min. 3m buffer planting to Foulkes
 Street (ranges as per Council
 Landscape Code).

Alternate between fence type 1 and
 fence type 2 along the Foulkes Street
 frontage to allow minimum 10% breeze
 penetration. Fences near 1.8mH.

LEGEND

- Feature Tree
- Screen Tree
- Lawn
- Grass
- Concrete
- Asphalt
- Paved Area
- Fencing
- Fencing Type 1 (3m High)
- Fencing Type 2 (1.8m High)



JUNE 2014 10-05
JUNE 2014 10-05
JUNE 2014 10-05

LEGEND

	Traces
	Asphalt Drive
	Lawn
	Gravel Path
	Hatched Area
	Retaining Wall

ROCKHAMPTON REGIONAL COUNCIL
 These plans are approved subject to the current conditions of approval associated with Development Permit No. D188-2014
 Dated: 03/04/2014

NEARMAPS NOTE
 Street lines approximate only and are taken from Nearmaps. Dated 10/12/2014.

PROJECT NO.	201418
CLIENT	CACTREE GROUP
PROJECT NAME	PROPOSED RETIREMENT VILLAGE, ROCKHAMPTON
DATE	10/12/2014
SCALE	AS SHOWN
DATE	10/12/2014

PROJECT NO. 201418
 CLIENT CACTREE GROUP
 PROJECT NAME PROPOSED RETIREMENT VILLAGE, ROCKHAMPTON

10 FOLKES ST, ROCKHAMPTON
 LOT 302 RP261803

CONCEPT
 CONCEPT LANDSCAPE
 PLAN SHEET 01

201418-DA-01

YEAR	DATE	BY	APP'D
1/2010	A3	DB	JK

W. McPherson Street
 Brisbane QLD 4005
 PO Box 1115
 Staines QLD 4440
 T 07 3254 0223
 F 07 3258 0246
 M 0417 740 532
 www.johnsonconcepts.com.au
CONCEPTS
 LANDSCAPE ARCHITECTS
 CONSULTANTS

INDICATIVE ELEVATION

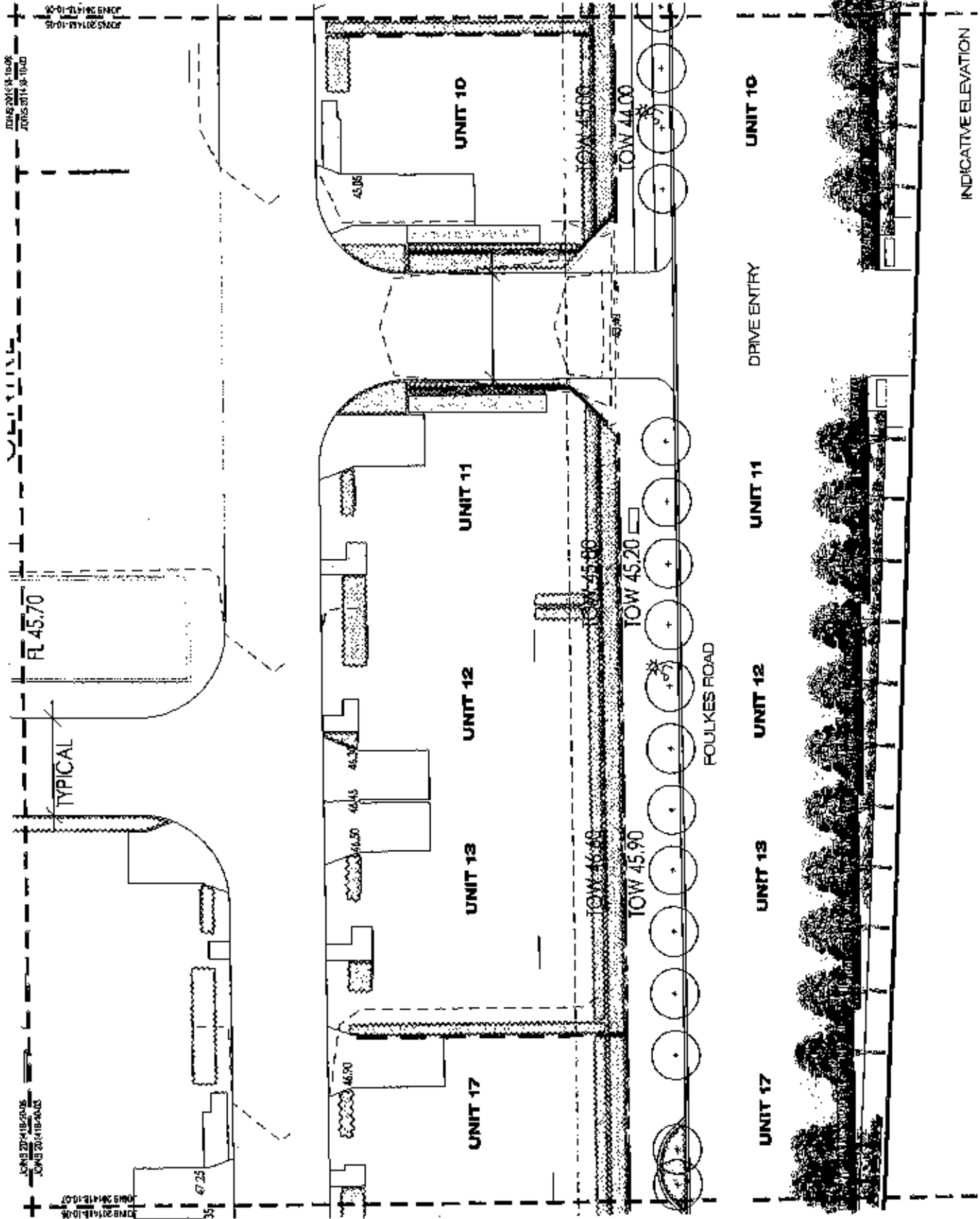
LEGEND

	Tree
	Garden Bed
	Lawn
	Spaced Grass
	Hardwood Plank in rough paving section
	Rubbery Wood

ROCKHAMPTON REGIONAL COUNCIL
 These plans are approved subject to the current conditions of approval associated with Development Permit No. 14838-2019
 dated 20/10/2019

NEARMAPS NOTE:
 Street base approximations only and are taken from Nearmaps. Dated 10/12/2019

PROJECT NO.	201416
CLIENT	DAKTREE GROUP
PROJECT NAME	PROPOSED RETIREMENT VILLAGE, ROCKHAMPTON
ADDRESS	147 ROXBURGH ST, ROCKHAMPTON LOT 302 RP2811603
DATE	20/14/16 DA-02
SCALE	1:200
DATE	AS
BY	JV
PROJECT NO.	201416 DA-02
DATE	14/10/16
SCALE	AS
BY	JV
PROJECT NO.	201416 DA-02
DATE	14/10/16
SCALE	AS
BY	JV
PROJECT NO.	201416 DA-02
DATE	14/10/16
SCALE	AS
BY	JV
PROJECT NO.	201416 DA-02
DATE	14/10/16
SCALE	AS
BY	JV



DAK 2019 04 10 06
 JONS 2019 04 10 06

FL 45.70

TYPICAL

DAK 2019 04 10 06
 JONS 2019 04 10 06

DAK 2019 04 10 06
 JONS 2019 04 10 06

INDICATIVE ELEVATION

LEGEND

- Tree
- Gravel SWA
- Gravel
- Gravel ALBA
- Hardcore Paved to match building surface
- Gravelly soil

ROCKHAMPTON REGIONAL COUNCIL
 These plans are approved subject to the current conditions of approved Development Permit No. 2189-2014
 Dated 20/07/2014

HEADMAPS NOTE:
 Street trees appropriate only and are taken from Negamaps. Dated 10/12/2014

PROJECT NO.	201418
CLIENT	CAKETREE GROUP
PROJECT NAME	PROPOSED RETIREMENT VILLAGE, ROCKHAMPTON
DATE	20/07/2014
SCALE	1:200
DATE	06/06/14
BY	JW

NO HOLDING AT ROCKHAMPTON
 LOT 202 RP2611803

CONCEPT LANDSCAPE PLAN SHEET 20

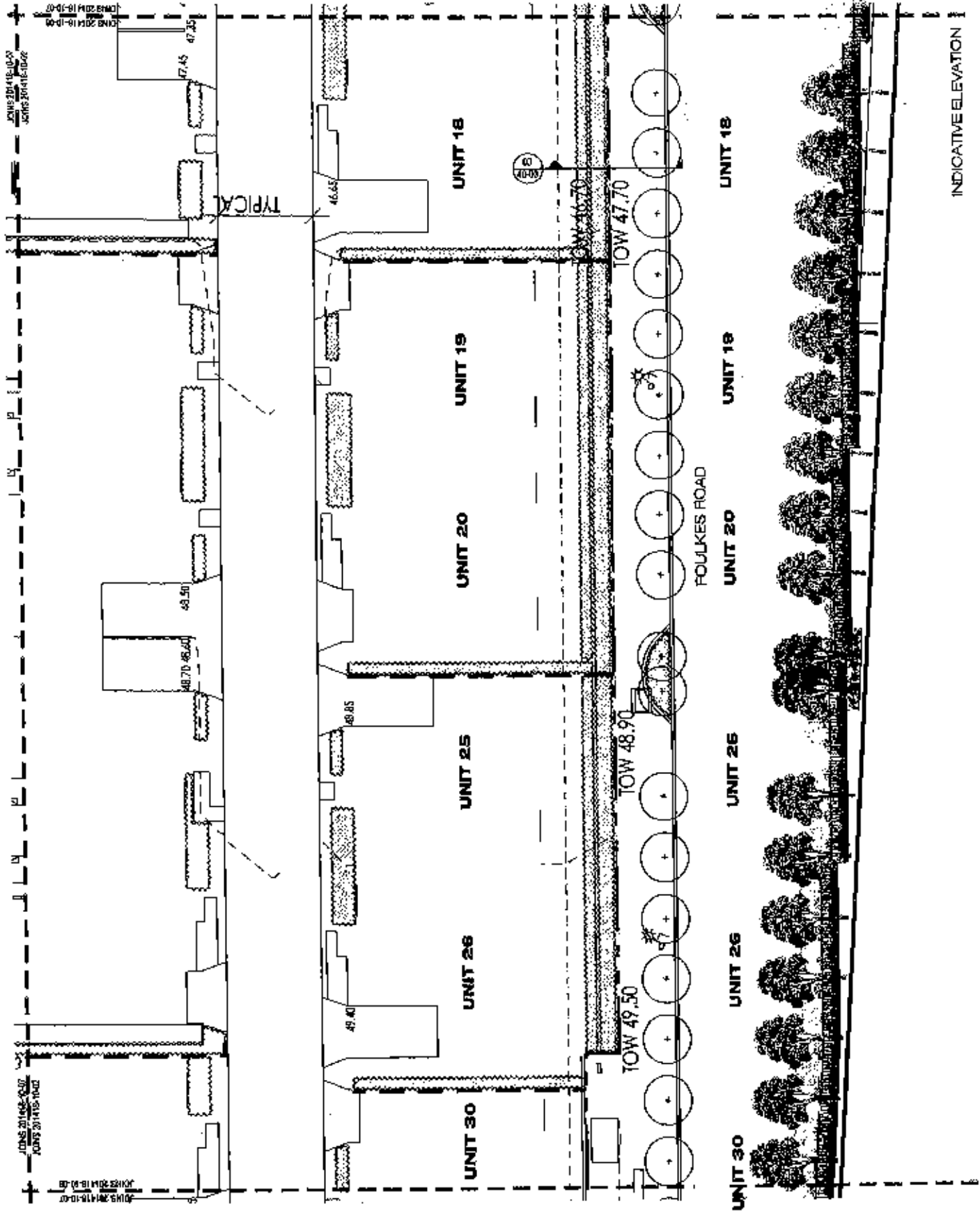
PROJECT NO.	201418-04-03
SCALE	1:200
DATE	06/06/14
BY	JW

11, Victoria Street
 Sydney NSW 1585

PO Box 374
 BARRHILL NSW 4870

T 02 3888 1123
 F 02 3888 1144
 R 0417 104222
 www.johnsonhughes.com.au

JH CONCEPTS
 LANDSCAPE ARCHITECTS



INDICATIVE ELEVATION



Amended Infrastructure Charges Notice

SUSTAINABLE PLANNING ACT 2009, SECTION 648F and 648H

Application number:	D/82-2014	Contact:	Hayley Tiegs
Date of Decision:	21 October 2014	Contact Number:	1300 22 55 77

1. APPLICANT DETAILS

Name:	Oak Tree Group Pty Ltd C/- Urbis Pty Ltd		
Postal address:	Level 7, 123 Albert Street BRISBANE QLD 4000		
Phone no:	(07) 3007 3800	Mobile no:	
Email:	bweaver@urbis.com.au		

2. PROPERTY DESCRIPTION

Street address:	40 Foulkes Street, Norman Gardens (previously known as 790-812 Norman Road, Norman Gardens)
Real property description:	Lot 173 on SP267916 (previously known as Lot 302 on SP261803), Parish of Murchison

3. OWNER DETAILS

Name:	ILIV CVC Rockhampton Pty Ltd Tte
Postal address:	PO Box 2754, Nerang QLD 4211

4. DEVELOPMENT APPROVAL

Development Permit for a Material Change of Use for a Multi Unit Dwelling (Retirement Village - 53 Units)

5. CHANGES TO INFRASTRUCTURE CHARGES NOTICES

changed	24 September 2015
---------	-------------------

6. INFRASTRUCTURE CHARGE

The contribution required to be paid is **\$846,000.00**. This charge may be subject to automatic increases from when the charges are levied until when they are paid in accordance with section 631 of the *Sustainable Planning Act 2009* and Council's Adopted Infrastructure Charges Resolution (No 4) 2014.

The property falls within Charge Area 1 of Council's Adopted Infrastructure Charges Resolution (No 4) 2014 and the charges have been calculated as follows:

- (a) A calculated charge of \$525,000.00 for thirty-five (35) units with two bedrooms; and
- (b) A calculated charge of \$342,000.00 for eighteen (18) units with three or more bedrooms; and
- (c) A credit of \$21,000.00 for the existing allotment.

Therefore a total charge of **\$846,000.00** is payable for the development.

No refunds or offsets are applicable to the development.

7. PAYMENT DETAILS

The infrastructure charges of **\$846,000.00** must be paid when the change of use happens.

Payment of the infrastructure charges notice can be made in person at any of Council's Customer Service Centres or over the phone on 1300 22 55 77.


8. LAPSING OF INFRASTRUCTURE CHARGES NOTICE

This Infrastructure Charges Notice lapses if the development approval or compliance permit to which it pertains ceases to have effect in accordance with section 341 of the *Sustainable Planning Act 2009*.

9. ORIGINAL ASSESSMENT MANAGER

Name:	Tarnya Fitzgibbon COORDINATOR DEVELOPMENT ASSESSMENT	Date:	27 October 2014
-------	---	-------	-----------------

10. ASSESSMENT MANAGER

Name:	Tarnya Fitzgibbon MANAGER DEVELOPMENT AND BUILDING	Signature:		Date:	25 September 2015
-------	---	------------	--	-------	-------------------

APPENDIX TWO

Lease

Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1964 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in DNRM see the department's website.

1. Lessor Oak Tree Retirement Villages Norman Road Pty Ltd ACN 164 576 907	Lodger (Name, address E-mail & phone number) Fox Certare Partners PO Box 947 Spring Hill QLD Email: righardt@foxcertare.com.au. Tel: 07 3198 4824	Lodger Code 2008
---	---	----------------------------

2. Lot on Plan Description Lot 173 on SP 267916	County Livingstone	Parish Murchison	Title Reference 50955997
---	------------------------------	----------------------------	------------------------------------

3. Lessee Given names	Surname/Company name and number	(include tenancy if more than one) Joint Tenants
------------------------------	---------------------------------	---

4. Interest being leased FEE SIMPLE

5. Description of premises being leased That part of a ground floor of a building (marked) erected on the land described in Item 2 as shown on the attached sketch plan
--

6. Term of lease Commencement date/event: Expiry date: and/or Event: on the death of the surviving Lessee #Options: Nil #Insert nil if no option or Insert option period (eg 3 years or 2 x 3 years)	7. Rental/Consideration See Schedule Attached
---	---

8. Grant/Execution
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- the attached schedule.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

..... signature	Oak Tree Retirement Villages Norman Road Pty Ltd ACN 164 576 907
..... full name	Execution Date
..... qualification	Director Director
Witnessing Officer	Lessor's Signature

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

9. Acceptance
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

..... signature	SEE ENLARGED PANEL
..... full name	Execution Date
..... qualification	Director
Witnessing Officer	Lessee's Signature

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Title Reference 50955997

9. Acceptance

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

..... signature

..... full name

..... qualification

/ /
Execution Date

.....

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1
of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Lessee's Signature

..... signature

..... full name

..... qualification

/ /
Execution Date

.....

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1
of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Lessee's Signature

Title Reference 50955997

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8.2. No nuisance	13
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Title Reference 50955997

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Title Reference 50955997

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1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this Lease, unless expressly otherwise provided, or unless the context otherwise requires:

- 1.1.1. **Act** means the *Retirement Villages Act 1999* (Qld).
- 1.1.2. **Agreement to Lease** means the agreement between the Parties pursuant to which they agreed to enter into the Lease.
- 1.1.3. **Authority** includes any government, local government, statutory, public or other person, authority, instrumentality or body having jurisdiction over the Premises or any part of it or anything in relation to it.
- 1.1.4. **Business Day** means any day other than a Saturday, Sunday or public holiday in Queensland.
- 1.1.5. **Calculation Schedule** means the Schedule attached to this lease and marked "Calculation Schedule".
- 1.1.6. **Capital Items** include the following—
 - 1.1.6.1. all buildings and structures located in the Village and owned by the Landlord, including the communal facilities, amenities and accommodation units, other than items that, under the Residence Contract, are to be maintained, repaired and replaced by the Resident;
 - 1.1.6.2. all plant, machinery and equipment used in the operation of the Village, other than items that are body corporate property;
 - 1.1.6.3. all village infrastructure owned by the Landlord.
- 1.1.7. **Capital Gain** means the amount (if any) by which the Value of the right to reside in the Resident's Unit as at the Exit Date exceeds the Value of the right to reside in the Resident's Unit as at the Commencement Date.
- 1.1.8. **Capital Loss** means the amount (if any) by which the Value of the right to reside in the Resident's Unit as at the Commencement Date exceeds the Value of the right to reside in the Resident's Unit as at the Exit Date.
- 1.1.9. **Capital Replacement Fund** means the fund established and maintained by the Landlord in accordance with the Act for replacement of Capital Items in the Village.
- 1.1.10. **Commencement Date** means the Commencement Date specified in the Form 7 which forms part of this Lease.
- 1.1.11. **Common Property** includes, but is not limited to, the roads, pathways, grounds, buildings, facilities, equipment, conveniences, appliances and other parts of the Village that are from time to time specified by the Landlord as available for the common use of all Residents of the Village but the Common Property does not include the Resident's Unit or any Unit leased to or licensed or available for occupation by another person.
- 1.1.12. **Departure Notice** means a notice from the Resident to the Landlord pursuant to which the Resident notifies the Landlord that the Resident wishes to leave the Village.
- 1.1.13. **Encumber** means to mortgage, pledge, charge, assign as security or otherwise encumber;
- 1.1.14. **Excluded Unit** means any unit situated in the Village which is not available for occupation by a resident.
- 1.1.15. **Exit Date** means the later of:
 - 1.1.15.1. the Termination Date (of this lease); and
 - 1.1.15.2. the date on which the Resident vacates the Unit.
- 1.1.16. **Exit Entitlement** means the Resident's exit entitlement calculated in accordance with Clause 20.
- 1.1.17. **Exit Entitlement Date** means the date which is fourteen (14) days after the later of:
 - 1.1.17.1. the date on which the Resale Value is determined in accordance with this Lease and the Act; and
 - 1.1.17.2. the date on which the sale of the right to reside in the Residents Unit to a New Resident is settled.For the purposes of this Lease, a sale is treated as settled only if:
 - 1.1.17.3. the New Resident has executed and returned all relevant documents required by the Landlord in relation to that New Resident to the Landlord; and
 - 1.1.17.4. the New Resident has paid the ingoing contribution (payable by the New Resident) to the Landlord.

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- 1.1.18. **Exit Fee** means the *Exit Fee* calculated in accordance with that part of the Calculation Schedule applicable to this Lease.
- 1.1.19. **Expiry Date** means the Expiry Date specified in the Form 7 which forms part of this Lease.
- 1.1.20. **General Services Charge** means the General Services Charge payable by the Resident as provided for in Clause 11.
- 1.1.21. **GST** means any consumption, goods and services or value added tax, by whatever name called, imposed, levied or collected by any federal or state government which operates at any time or times during the term of this Deed including, without limitation, GST as defined in the *GST Act* and any replacement tax.
- 1.1.22. **GST Act** means a *New Tax System (Goods and Services Tax) Act 1999*.
- 1.1.23. **Ingoing Contribution** means the amount to be paid by the Resident to the Landlord as a loan under the Loan Agreement and being the amount specified in Item 4.
- 1.1.24. **Interest Rate** means at a given time by the rate equal to the official cash rate as set by the Reserve Bank of Australia as at that time plus five percent (5%).
- 1.1.25. **Item** means an item of particulars in the Item Schedule and a reference to an Item followed by a number is a reference to that Item number in the Item Schedule.
- 1.1.26. **Item Schedule** means the schedule in this Lease marked "Item Schedule".
- 1.1.27. **Land** means the land described in Item 2 of the Form 7 which forms part of this Lease.
- 1.1.28. **Landlord** means the Lessor named in Item 1 of the Form 7.
- 1.1.29. **Landlord's Agent** means each employee, contractor, agent and other person appointed from time to time by the Landlord as its agent.
- 1.1.30. **Landlord's Share** means:
- 1.1.30.1. where the Exit Fee Model applicable to this lease is the Part One Balanced Option (refer Item Schedule), the Landlord's Share will be equal to 50%; and
 - 1.1.30.2. where the Exit Fee Model applicable to this lease is the Part Two Customised Option (refer Item Schedule) the Landlord's Share will be the Landlord's Share specified in Item 6 of the Item Schedule.
- 1.1.31. **Landlord's Works** means such works which are necessary to complete construction and development of the Village as determined by the Landlord including, without limitation, work to construct or complete other Units or facilities in the Village or the Common Property and including the development of further stages or facilities which are to be developed after the Commencement Date.
- 1.1.32. **Lease** means this lease including the Form 7 together with any annexures and any covenant or agreement expressed to be supplemental to this Lease and all amendments to those documents.
- 1.1.33. **Lease Plan** means the plan showing the Premises contained in the Schedule to this Lease and marked Lease Plan Schedule.
- 1.1.34. **Licence** means the licence between the Landlord as licensor and the Resident as licensee in relation to the Licensed Area granted pursuant to Clause 25.
- 1.1.35. **Licensed Area** means the area (if any) adjoining the Premises and depicted on the Licenced Area Plan.
- 1.1.36. **Licensed Area Plan** means the plan showing the Licensed Area contained in the Schedule to this Lease and marked Licensed Area Schedule.
- 1.1.37. **Loan** means the loan by the Resident to the Landlord contemplated by the Loan Agreement.
- 1.1.38. **Loan Agreement** means the Loan Agreement between the Landlord (as lender) and the Resident (as borrower) dated on or about the date of this Lease pursuant to which the Resident agrees to lend an amount equal to the Ingoing Contribution to the Landlord.

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- 1.1.39. **Maintenance Reserve Fund** means the fund established and maintained in accordance with the Act for maintenance and repair of Capital Items in the Village.
- 1.1.40. **New Resident** means the next person (or persons) who acquires the right to reside in the Resident's Unit after the Resident.
- 1.1.41. **Notice** means any notice or other communication in writing.
- 1.1.42. **Party** means a party to this Lease.
- 1.1.43. **Premises** means the unit forming part of the Village as described in Item 3 and on the Lease Plan contained in the Lease Plan Schedule.
- 1.1.44. **Public Information Document** means the public information document issued by the Landlord to the Resident in relation to the Village in accordance with the provisions of the Act.
- 1.1.45. **Real Estate Agent** means a real estate agent licensed under the *Property Occupations Act 2014* (Queensland).
- 1.1.46. **Reinstatement Work** means the repair, refurbishment and reinstatement work which needs to be undertaken to the Resident's Unit to reinstate the Resident's Unit to a state suitable for re-leasing or re-licensing having regard to the condition of the Resident's Unit as at the Commencement Date and the general condition of other similar Units in the Village that are comparable to the Resident's Unit, which work is either agreed between the Landlord and the Resident is ordered by the Tribunal to be undertaken. Reinstatement work includes (but is not limited to):
- 1.1.46.1. professional cleaning (including cleaning of the Resident's Unit when it is vacated and any cleaning required prior to inspection of the Resident's Unit);
 - 1.1.46.2. repainting (including the front entry door and frame) inside the Premises;
 - 1.1.46.3. replacing carpets and other floor coverings (including damaged tiles, grout, silicone, water proofing and the like) in the Resident's Unit;
 - 1.1.46.4. repairing damage, including without limitation damage done by the re-alteration of alterations to the Premises and removal of Resident's Property;
 - 1.1.46.5. replacing fixtures, fittings, equipment, appliances, furniture, furnishings including, without limitation, cook tops, ovens, exhaust fans, dishwashers, clotheslines, window coverings, window screens, air-conditioning, ceiling fans and other property that are provided in or service the Resident's Unit;
 - 1.1.46.6. gardening and landscaping in the Licensed Area;
 - 1.1.46.7. repainting or re-oiling timber structures such as decks, fencing and screening (if any) that form part of the Resident's Unit; and
 - 1.1.46.8. replacing and/or renovating the kitchen and/or bathroom(s), whether required as a result of fair wear and tear or otherwise.
- 1.1.47. **Resale Price** means the ingoing contribution paid or payable by a New Resident for the right to reside in the Resident's Unit.
- 1.1.48. **Resale Value** means the price at which the right to reside in the Resident's Unit will be offered for lease after the Resident gives a Departure Notice;
- 1.1.49. **Residence Contract** has the same meaning as is given to that term in the Act.
- 1.1.50. **Resident** means the Lessee named in Item 3 of the Form 7 to this Lease.
- 1.1.51. **Resident's Property** means all the Resident's property situated in the Resident's Unit.
- 1.1.52. **Resident's Share** means:
- 1.1.52.1. where the Exit Fee Model applicable to this lease is the Part One Balanced Option (refer Item

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Schedule), the Resident's Share will be equal to 50%;

1.1.52.2. where the Exit Fee Model applicable to this lease is the Part Two Customised Option (refer Item Schedule) the Resident's Share will be the Resident's Share specified in Item 6 of the Item Schedule.

1.1.53. Resident's Unit means the Premises and the Licensed Area (or in the appropriate context includes part thereof) and includes the fixtures and fittings installed in the Resident's Unit and includes:

1.1.53.1. the doors, windows, gates and garage door (if any) in the Premises or the Licensed Area;

1.1.53.2. any air-conditioning or heating or cooling equipment installed in the Premises or which services the Premises;

1.1.53.3. any hot water system installed in the Premises or the Licensed Area or which services the Premises; and

1.1.53.4. the kitchen appliances and fixtures situated in the Premises.

1.1.54. Rules includes the by-laws, rules, regulations and policies that the Landlord may make as contemplated by Clause 10.

1.1.55. Supply means the supply of any good, service or thing by any Party to this Lease.

1.1.56. Term means the term of this Lease commencing on the Commencement Date and ending on the Termination Date.

1.1.57. Termination Date means the earlier of:

1.1.57.1. the date on which this Lease is terminated (in accordance with its terms) by either party;

1.1.57.2. the date on which this lease is terminated under the Act; and

1.1.57.3. the Expiry Date set out in the Form 7 comprising part of this Lease.

1.1.58. Tribunal has the same meaning as given to that term in the Act.

1.1.59. Unit means a unit in the Village which is designed for and is capable of occupation and use as a permanent place of residence for a person but does not include any dwelling which is used or intended to be used for the accommodation of staff or contractors of the Landlord or the Landlord's Agents and does not include the Excluded Units.

1.1.60. Value means the value of the right to reside in the Resident's Unit determined in accordance with Clause 18.

1.1.61. Valuer means a person who is licenced or registered under the relevant law to provide a valuation of property in the location of the Village and who is experienced in the valuation of property similar to the right to reside in the Resident's Unit.

1.1.62. Village means the retirement village set out in Item 9 of the Item Schedule and includes:

1.1.62.1. the Land;

1.1.62.2. any other land which forms part of the Village; and

1.1.62.3. any adjoining land which is added to the Village.

1.2. Interpretation in this Lease:

1.2.1. an obligation or liability assumed by, or a right conferred on 2 or more parties binds or benefits all of them jointly and each of them severally;

1.2.2. "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and the trustee of a trust;

1.2.3. a reference to legislation includes:

1.2.3.1. a modification or re-enactment of it;

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- 1.2.3.2. a legislative provision substituted for it;
- 1.2.3.3. an amendment of it; and
- 1.2.3.4. a regulation or statutory instrument issued under it;
- 1.2.4. the headings and the index to this Lease have been inserted for guidance only and do not limit or govern the construction of this Lease;
- 1.2.5. a reference to "writing" or "written" and any words of similar import include printing, typing, lithography and any other means of reproducing characters in tangible and visible form, including any communication effected through any electronic medium if such communication is subsequently capable of reproduction in tangible or visible form;
- 1.2.6. a provision must not be interpreted to the disadvantage of a party because that party (or its representative) drafted that provision;
- 1.2.7. a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- 1.2.8. the singular includes the plural (and vice versa);
- 1.2.9. a gender includes every other gender;
- 1.2.10. where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 1.2.11. where the day on which or by which any act, matter or thing is to be done under this Lease is not a Business Day, that act, matter or thing may be done on the next Business Day;
- 1.2.12. time is of the essence of all obligations under this Lease;
- 1.2.13. to the extent they are lawfully able to do so, the terms and conditions of this Lease prevail over any inconsistent implied provisions contained in the *Property Law Act 1974 (Qld)*. Without limiting the generality of the foregoing, the parties agree that s.232(1) of the *Property Law Act 1974 (Qld)* does not apply to the calculation of the Exit Payment under this Lease;
- 1.2.14. "includes" in any form is not a word of limitation; and
- 1.2.15. a reference to "\$" or "dollar" is to Australian currency.

2. COOLING-OFF PERIOD

2.1. The Resident's Cooling-Off Period

The Parties acknowledge that:

- 2.1.1. the Act provides for a fourteen (14) day cooling-off period during which the Resident may rescind a Residence Contract; and
- 2.1.2. this Lease arises out of and forms part of the Residence Contract that was made when the Agreement to Lease was entered into.

2.2. Rights during the Cooling-Off Period

If this Lease is entered into before the cooling-off period ends the Resident may rescind this Lease by giving written notice to the Landlord before the cooling-off period ends.

3. LEASE

- 3.1. By way of explanation the Resident's Unit comprises the Premises and the Licensed Area.
- 3.2. The Landlord leases the Premises to the Resident for the Term on the terms set out in this document.
- 3.3. The Landlord licenses the Resident to use the Licensed Area on the terms set out in the document.
- 3.4. The Lease and the Licence granted under this document are subject to and conditional on the advance by the Resident

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to the Landlord of the Loan as contemplated by the Loan Agreement.

4. LOAN AGREEMENT

4.1. The Resident agrees to enter into the Loan Agreement with the Landlord and advance the Loan to the Landlord as required under the Loan Agreement on or before the Commencement Date.

5. OBLIGATIONS CONTINUE

5.1. Subject to the Act, the Parties obligations under this Lease will continue to apply notwithstanding termination of this Lease, to the extent that those provisions provide for or relate to acts, matters or things which have not been given effect to as at the date of termination. Such provisions do not merge on termination of this Lease.

6. RENT UNDER LEASE

6.1. The rent payable under this Lease is \$1.00 per annum (if demanded by the Landlord), which is payable in advance.

7. COVENANTS OF LANDLORD

7.1. Insurances

7.1.1. The Landlord must insure and keep insured:

7.1.1.1. all buildings erected on the Land;

7.1.1.2. all fixtures and fittings in those buildings, excluding any items owned by the Resident (insurance in respect of which is a matter for the Resident) or any other resident;

7.1.1.3. all motor vehicles, machinery, equipment, tools, furniture, appliances and other items owned by the Landlord and used for the purposes of the Village,

against damage or destruction and such other risks for such amount and on such terms as the Landlord reasonably determines or as is required by law.

7.1.2. The Landlord must effect a public liability insurance policy for the Village for such amount and on such terms as the Landlord reasonably determines.

7.2. Maintenance and repairs

7.2.1. Subject to Clause 7.2.2, the Landlord must:

7.2.1.1. at all times repair and maintain in good repair and condition the Village, fair wear and tear excepted; and

7.2.1.2. when appropriate, replace the Capital Items in the Village;

and may, subject to the Act, apply the Maintenance Reserve Fund or the Capital Replacement Fund (as appropriate) to fund the costs and expenses of doing so.

7.2.2. Nothing in Clause 7.2.1 requires the Landlord to maintain, repair or replace anything that is the responsibility of the Resident under this Lease or the Act (or the responsibility of other residents of the Village under their leases or the Act).

7.3. Management of Village

7.3.1. The Landlord shall manage the Village as a retirement village in accordance with the terms of this Lease, the Public Information Document and the Act.

7.3.2. The Landlord may engage such persons (including as employees or contractors) as the Landlord determines in the Landlord's discretion:

7.3.2.1. to manage the Village; and

7.3.2.2. to provide services to the Landlord for or in relation to the Village;

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on such terms and conditions as the Landlord determines (in the Landlord's discretion).

7.4. Accounting records

The Landlord must maintain true and proper accounting records in relation to the Village to the extent and as required by the Act.

7.5. Rates and charges

7.5.1. The Landlord shall pay or cause the payment of all rates, taxes and similar charges for the Land or the Village excluding:

7.5.1.1. rates or charges which are levied separately or directly in respect of the Resident's Unit (or any other Unit occupied by a resident);

7.5.1.2. rates or charges levied in relation to usage of a utility supplied to the Resident's Unit (or any other Unit occupied by a resident).

7.5.2. The Resident acknowledges that notwithstanding this Clause 7.5, the rates and charges are recoverable as part of the General Services Charge as provided for in this Lease and the Public Information Document.

7.6. Maintenance Reserve Fund

7.6.1. The Landlord must establish, keep and maintain the Maintenance Reserve Fund in accordance with the Act.

7.7. Capital Replacement Fund

7.7.1. The Landlord must establish, keep and maintain the Capital Replacement Fund in accordance with the Act.

8. COVENANTS OF RESIDENT

8.1. Use of Resident's Unit

The Resident must use the Resident's Unit only as the Resident's place of residence and the Resident must not use the Resident's Unit for any purpose other than as the Resident's place of residence.

8.2. No nuisance

A Resident must not do anything in the Resident's Unit or the Village which in the reasonable opinion of the Landlord causes or may cause interference or danger with or to the Landlord or any other resident in the Village.

8.3. Illegal purpose

A Resident must not use or permit the Resident's Unit or any part of it to be used for any illegal or immoral purpose.

8.4. Insurance premiums

A Resident must not do anything, fail to do anything, or allow anything to be done or not done to or in the Resident's Unit or the Village, which will or may:

8.4.1. increase the premium for any insurance related to the Premises, the Licensed Area or the whole or any other part of the Village; or

8.4.2. vitiate or render void or voidable any insurance related to the Premises, the Licensed Area, or the Village.

8.5. Animals

8.5.1. A Resident must not keep or permit to be kept on the Premises, the Licensed Area or the Common Property any animal or bird ("Pet") unless the Landlord consents in writing, which consent:

8.5.1.1. may be given with or without conditions;

8.5.1.2. may be given or withheld at the Landlord's discretion; or

8.5.1.3. if given, may be withdrawn by the Landlord.

8.5.2. If the Landlord consents to the keeping of a Pet the Resident must cause the Pet to be kept in accordance with any applicable Rules.

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8.6. Noise

A Resident must not use or allow to be used any mechanical, musical or other instrument of any kind or practice or permit to be practiced, any singing in the Resident's Unit (or the Common Property), between the hours of 10.00 pm and 8.00 am in a manner which is audible outside the Resident's Unit.

8.7. Items outside Premises

A Resident must not hang or allow to be hung any clothes or other articles from or on the outside of the Premises, on or in the Licensed Area or in or from the balconies, porches, entrances, or landings on or comprised in the Common Property, except as approved in writing by the Landlord.

8.8. Signs

A Resident must not place or allow the placement of any sign, advertisement, flagpole, flag or notice on any part of the Premises, the Licensed Area or the Common Property except with the prior written consent of the Landlord.

8.9. Breach of law

A Resident must not use or allow the Resident's Unit or any part of it to be used in a way which causes a breach of any law or any regulation or by-law.

8.10. Orders

A Resident must comply with all laws and requirements under any statute, rule, regulation, proclamation, local law or by-law with respect to any work, act or thing to be done on or to the Resident's Unit or any part of it and must carry out or cause to be carried out any such work, act or thing in a proper and workmanlike manner, doing no unnecessary damage while in the course of doing so and making good all damage done as a consequence of or in the course of doing so to the Common Property or to any Unit.

8.11. No shop

A Resident must not use the Resident's Unit or any part of it or allow it to be used as a shop or other place for the carrying on of any trade or business.

8.12. Painting

The Resident must not without the prior written consent of the Landlord (which may be withheld or given subject to conditions) paint or decorate or permit to be painted or make or permit the making of any alterations or additions whether structural or otherwise to the Resident's Unit or any part of it.

8.13. Antennas and aerials

The Resident must observe any directions, rules or requirements (from time to time) of the Landlord as to the installation or use of any television or other antennas or aerials and the wiring for them.

8.14. Visitors

The Resident must:

- 8.14.1. not allow any person other than himself or herself and his or her spouse (if any) to remain or reside in the Resident's Unit for any period in excess of one month in any calendar year without the prior written consent of the Landlord;
- 8.14.2. not let any person take up residence in the Resident's Unit whilst the Resident and his or her spouse (if any) are absent without the prior written consent of the Landlord;
- 8.14.3. advise the Landlord within 24 hours of the arrival of any person (other than the Resident and the Resident's spouse (if any)) to take up residence in the Resident's Unit for a period exceeding two days;
- 8.14.4. observe any directions given by the Landlord in relation to the conduct of any occupant of the Resident's Unit, including directions as to the conduct of such persons and their removal from the Resident's Unit; and
- 8.14.5. cause any Visitor to comply with the Rules as if the Visitor was a resident in the Village.

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8.15. Rates and taxes

In addition to any other payments required under this Lease, the Resident must pay:

- 8.15.1. all municipal, water and sewerage rates which are levied separately or directly in relation to the Resident's Unit; and
- 8.15.2. charges for any electricity, gas or water consumed in the Resident's Unit and for all telephone charges in respect of the telephone connected to the Resident's Unit, which are separately assessed or calculated (by an Authority or the Landlord) for the Resident's Unit,

on or before the due date for payment or 14 days after receiving an invoice if payment is not to be made direct to an Authority.

8.16. Pest control

The Resident must take reasonable steps to keep the Resident's Unit free of rodents, vermin, insects, termites, pests, birds and animals. If the Resident fails to do so, the Landlord may, at the cost of the Resident, employ reputable pest exterminators to treat the Resident's Unit.

8.17. Storage

A Resident must not store or permit to be stored on the Common Property or any part of it any material or goods without the prior written consent of the Landlord and then only on the terms and subject to the conditions that may be determined by the Landlord.

8.18. Damage

The Resident must not damage, deface or obstruct or allow to be damaged, defaced or obstructed the common pathways, driveways, paved areas, lawns or garden areas forming part of the Common Property or any part of them.

8.19. Garbage disposal

The Resident must observe and perform any rules concerning garbage disposal and the placing of any garbage bins on the Common Property as the Landlord may make from time to time.

8.20. Insurance

- 8.20.1. Subject to Clause 7.1, the Resident acknowledges that insurance in respect of any items owned by the Resident is a matter for the Resident and that the Landlord will not be effecting insurance in respect of those items.
- 8.20.2. The Resident is not obliged to insure the Premises or the Resident's Unit.

9. VEHICULAR ACCESS AND PARKING

9.1. Other parking

- 9.1.1. The Resident must not, without the Landlord's consent, park, or allow to be parked any motor vehicle, caravan, boat or other thing on any part of the Village other than in the garage or car port forming part of the Resident's Unit.
- 9.1.2. In the event that the Landlord consents to the Resident parking a motor vehicle, caravan, boat or other thing on any part of the village then that vehicle, caravan, boat or other thing:
 - 9.1.2.1. must only be parked where the Landlord authorises it to be parked;
 - 9.1.2.2. must be maintained in a condition that it is not offensive to the eye;
 - 9.1.2.3. is at the absolute risk of the Resident; and
 - 9.1.2.4. for the avoidance of doubt is parked subject to the Landlord's permission (which may be withdrawn at any time) and subject to any applicable Rules.

9.2. Direction and control

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The Resident acknowledges that the Landlord reserves control over vehicle movements and placement within the Village and the Resident must follow promptly and precisely the Landlord's directions:

- 9.2.1. posted by sign within the Village in from time to time; and
- 9.2.2. issued verbally or by signal by the Landlord or its agents.

9.3. Conduct of Vehicles

The Resident must at all times:

- 9.3.1. keep the Resident's vehicle registered for use on public roads;
- 9.3.2. maintain and provide evidence to the Landlord of suitable insurance cover relating to any vehicle in the Village which is owned by or controlled by the Resident, to protect against damage to persons or property;
- 9.3.3. maintain the Resident's vehicle in a good, roadworthy and presentable condition;
- 9.3.4. drive in a conservative careful manner;
- 9.3.5. manoeuvre and park vehicles in the Village a way to avoid risk of:
 - 9.3.5.1. personal injury to any person;
 - 9.3.5.2. damage to any moveable property; or
 - 9.3.5.3. damage to the Village;
- 9.3.6. park vehicles wholly and squarely within designated parking bays;
- 9.3.7. not obstruct the passage of other vehicles in the Village; and
- 9.3.8. not do or omit to do anything which may be a nuisance to other users and occupiers of the Village.

9.4. Rules

The resident shall comply with the Rules relating to any vehicle in the Village.

10. BY-LAWS AND RULES

10.1. Landlord may make

The Landlord may from time to time make such by-laws, rules, regulations and policies as the Landlord considers necessary in relation to use of the facilities in the Village, conduct in or on Common Property or anything else relating to the Village.

10.2. Publication

The Rules shall include those Rules that are published by the Landlord from time to time including publication by way of the Rule/s being placed in a prominent position in the Village (including place on the Village notice board).

10.3. Variation

The Landlord may amend or vary the Rules from time to time as the Landlord determines by giving notice of the relevant amendment or by issuing a current (or updated) copy of the relevant Rule.

10.4. Resident to comply

The Resident must observe, perform and comply with the Rules and for the avoidance of doubt, non-compliance with the Rules will constitute breach of this Lease.

11. RESIDENT'S PAYMENTS

11.1. Manner of Payment

The Resident must pay to the Landlord:

- 11.1.1. the General Services Charge (as required under Clause 11.9); and

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11.1.2. any other charges payable by the Resident to the Landlord.

in such manner and from time to time as determined by the Landlord. Unless otherwise notified, such payments must be made by direct debit and the Resident must advise the Landlord of the Resident's bank account details and execute all required documents to facilitate direct debits as and when required by the Landlord.

11.2. Payment for costs and expenses incurred by the Landlord

If the Landlord reasonably incurs any costs and expenses as a result of the Landlord undertaking works under Clause 12.9, the Resident must pay to the Landlord, upon demand, all costs and expenses reasonably incurred by the Landlord in doing so.

11.3. Increased Insurance

The Resident must pay on demand to the Landlord any increased insurance premium which may become payable, for the insurance of the buildings in the Village or any other insurance which is to be effected by the Landlord in accordance with this Lease, by reason of the nature of the particular use made by the Resident or an occupier of the Resident's Unit.

11.4. Negligent act or omission

The Resident must pay to the Landlord on demand from the Landlord all reasonable costs, expenses or outgoings which the Landlord incurs or becomes liable to pay in complying with this Lease or any other lease entered into by the Landlord, by reason of any damage which is caused to the Common Property, the Resident's Unit, or any other part of the Village due to:

11.4.1. any material or persistent breach of this Lease by the Resident; or

11.4.2. the negligent act or omission of the Resident, or of any occupier of the Resident's Unit or any person coming onto the Resident's Unit or the Common Property with the permission (express or implied) of the Resident or any occupier of the Resident's Unit.

11.5. Default interest

The Resident must pay to the Landlord interest at the Interest Rate (calculated daily) on any payment due to the Landlord from the Resident under this Lease which the Resident has not paid within 7 days of the due date for payment until such payment is made.

11.6. Calculation of General Services Charge

11.6.1. The General Services Charge is the amount determined by the Landlord in accordance with Items 3.17 to 3.19 of the Public Information Document as the Resident's fair proportion of the estimated Total Operating Costs.

11.6.2. For this Lease, "Total Operating Costs" means the aggregate of all outgoings, costs and expenses of the Landlord in connection with the ownership, operation, management and administration of the Village including (but is not limited to):

11.6.2.1. all rates and taxes, charges, assessments, duties, impositions and fees levied, assessed or charged by any public, municipal, governmental or semi-governmental agency in respect of the Village;

11.6.2.2. all charges for water, gas, oil, electricity, telecommunications, sewerage, waste disposal and other services supplied to the Village and for the maintenance and repair of all electrical, plumbing, filtration, sewerage and other installations located in the Village;

11.6.2.3. all insurance premiums payable by the Landlord in respect of the Village;

11.6.2.4. the costs of all services provided to residents of the Village by the Landlord or any manager, caretaker, employee or independent contractor employed or engaged by the Landlord;

11.6.2.5. the costs of minor repairs and day to day maintenance (including preventative maintenance) necessary to keep the Village in good order and condition, including provision at the discretion of the Landlord for future contingencies;

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- 11.6.2.6. all costs of the maintenance of the exterior of all Units in the Village and the interior and exterior of all buildings and other improvements in common use by residents of the Village;
 - 11.6.2.7. all costs of the day to day maintenance and caretaking of the gardens, landscaped areas, lawns, pathways, roads and other parts of the Common Property;
 - 11.6.2.8. all costs of the control and eradication of pests in the Common Property;
 - 11.6.2.9. all costs of the day to day maintenance, testing and monitoring of fire fighting and protection equipment installed in the Village, including sprinkler systems, hydrants, fire extinguishers and smoke detectors;
 - 11.6.2.10. the costs of day to day maintenance, monitoring and responding to the emergency alarm system and the other security services and emergency care services (if any) provided to residents of the Village;
 - 11.6.2.11. the outgoings, costs and expenses in respect of the operation and day to day maintenance of any equipment (if any) used to provide transport services to residents of the Village, including insurance, registration, servicing, oil, petrol and the salaries and wages paid to drivers;
 - 11.6.2.12. all payments made to or in respect of any manager, caretaker, employee or independent contractor employed or engaged by the Landlord in connection with the Village including wages and salaries, superannuation contributions, sick leave, holiday leave, long service leave, payroll tax, workers' compensation insurance premiums and other statutory taxes and charges;
 - 11.6.2.13. all costs for the provision of accommodation to any manager, caretaker, employee or independent contractor employed or engaged by the Landlord in connection with the Village;
 - 11.6.2.14. the costs of management, secretarial, legal, audit, book-keeping, accounting, banking services or other administration provided in connection with the Village;
 - 11.6.2.15. all costs of complying with the requirements of any government or statutory authority in connection with the operation, management and administration of the Village;
 - 11.6.2.16. the fees of any auditor engaged to resolve any dispute between the Landlord and the Resident in respect of the reasonableness or fairness of the calculation of the General Services Charge;
 - 11.6.2.17. any deficit carried forward from any previous accounting period;
 - 11.6.2.18. any costs associated with the maintenance of any swimming pool (if any), including all chemicals, materials, gas and electricity;
 - 11.6.2.19. any costs associated with refuse collection and disposal, including refuse collection from village bin enclosures and disposal off site;
 - 11.6.2.20. any costs of maintenance of cables and conduits for village telephone and communication systems; and
 - 11.6.2.21. any other expenditure properly incurred in respect of the operation, management or administration of the Village;
- but excluding amounts payable:
- 11.6.2.22. directly by the Resident (under the Resident's Lease or otherwise) or the Act, or by other residents of the Village under their licences or the Act; and
 - 11.6.2.23. for or towards replacing the Village's Capital Items that are properly payable out of the Capital Replacement Fund.
- 11.6.3. If the estimated Total Operating Costs for any period is greater or less than the Total Operating Costs actually incurred during that period, then for the purpose of calculating the General Services Charge payable during the next succeeding period the estimated Total Operating Costs for that period must be increased or decreased accordingly by a sum equal to the difference.

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11.7. Start of General Services Charge

The General Services will be provided to the Resident and the Resident will be liable to pay the General Services Charge on and from the Commencement Date.

11.8. Adjustments to General Services Charge

The Landlord will adjust the General Services Charge and notify the Resident from time to time of the adjusted General Services Charge payable by the Resident. However the Landlord may not increase the General Service Charge beyond the maximum amount permitted under the Act.

11.9. Payment of General Services Charge

The Resident must pay the General Services Charge to the Landlord without demand, reduction or set-off on the dates and for such periods as the Landlord nominates from time to time.

11.10. Continuing obligation to pay General Services Charge

11.10.1. The Resident's obligation to pay the full General Services Charge continues until the earlier of:

- 11.10.1.1. the right to reside in the Resident's Unit is sold to a New Resident who has paid an incoming contribution by way of a loan to the Landlord;
- 11.10.1.2. a period of 90 days has lapsed after the Resident vacates the Resident's Unit (90 day period); and
- 11.10.1.3. the Tribunal orders the Landlord to pay the Resident's Exit Entitlement under the Act.

11.10.2. If the Resident's right to reside in the Resident's Unit has not been sold within the 90 day period:

- 11.10.2.1. the Parties are each liable after the 90 day period ends, to pay the General Services Charge in the same proportion as they are to share the gross incoming contribution on the sale of the right to reside in the Resident's Unit; and
- 11.10.2.2. the Resident ceases to be liable to continue to pay the General Services Charge or a proportion of the General Services Charge on the earlier of the settlement of the sale of the right to reside in the Resident's Unit, and the date which is nine (9) months after the date which the Resident vacated the Resident's Unit.

12. MAINTENANCE, REPAIR AND INSPECTION

12.1. Request for Repairs

The Resident may request the Landlord to carry out necessary repairs or maintenance to the Resident's Unit if the Landlord is responsible for those repairs or maintenance under the Act or the terms of this Lease.

12.2. What repairs and maintenance is the Landlord responsible for

Subject to Clause 12.3, the Landlord must maintain Capital Items in or on the Resident's Unit or servicing the Resident's Unit for which the Landlord is responsible in a reasonable condition, having regard to:

- 12.2.1. the age of the item;
- 12.2.2. the prospective life of the item;
- 12.2.3. the money paid to the Landlord by residents under a residence contract (including incoming contributions); and
- 12.2.4. the amount of money available to be used for the purpose of maintenance in accordance with the annual budget for general service charges.

12.3. What repairs and maintenance is the Landlord not responsible for

The Landlord is not responsible for Capital Items that:

- 12.3.1. the Resident owns, or

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12.3.2. require repair because of damage (fair wear and tear excepted) caused by the Resident or a person that the Resident invites to the Village.

12.4. What general obligations does the Resident have in relation to repairs and maintenance

12.4.1. The Resident must notify the Landlord of the need for maintenance to be carried out on, or the replacement of Capital Items for which the Landlord is responsible and that is located within the Resident's Unit as soon as the Resident becomes aware of the need for the maintenance or replacement of the item.

12.4.2. The Resident must reimburse the Landlord in respect of any damage (other than fair wear and tear) caused by the Resident or a person the Resident invited to the village to Capital Items for which the Landlord is responsible.

12.4.3. The Resident must not hinder or obstruct the Landlord or a person authorised by the Landlord from carrying out capital maintenance or capital replacement in respect of Capital Items for which the Landlord is responsible.

12.5. Who is responsible for the replacement of Capital Items

The Landlord must bear the cost of capital replacement in respect of Capital Items for which the Landlord is responsible under the Act.

12.6. What items is the Resident responsible for

12.6.1. The Resident must maintain and keep the Resident's Unit and all fixtures, fittings, equipment, appliances, furniture, furnishings and other property in or fixed to the interior or exterior of the Resident's Unit in the same condition (fair wear and tear excepted) as they were in as at the Commencement Date.

12.6.2. The Resident must maintain and keep any fixtures, fittings, equipment, appliances, furniture, furnishings and other property in or fixed to the interior or exterior of the Resident's Unit that the Resident owns in good repair and working order.

12.7. Inspection

The Resident must permit the Landlord and the Landlord's Agents to enter the Resident's Unit and view its state of repair and condition if:

12.7.1. reasonable notice of the inspection is given; and

12.7.2. the inspection is carried out between 9.00am and 5:00pm.

12.8. Notice of repairs

The Landlord may serve on the Resident a notice:

12.8.1. specifying any work necessary to repair or renovate the Resident's Unit to comply with the Resident's obligations; and

12.8.2. requiring the Resident to carry out such repair or renovation within a reasonable time.

12.9. Failure to comply

If the Resident fails to comply with the Notice given under Clause 12.8, the Landlord may elect to carry out the repair or renovation at the cost of the Resident.

13. EMERGENCY AND HEALTH

13.1. Landlord may enter in an emergency

13.1.1. The Landlord may enter the Resident's Unit at any time that the Landlord (or the Landlord's agent) believes (acting reasonably) that an emergency situation exists. For the purposes of this Clause but without limitation, the Landlord may believe that an emergency situation exists in circumstances where the Landlord (or the Landlord's agent) believes that the Resident is seriously ill or incapacitated or where the Landlord (or the Landlord's agent) believes that the Resident is at serious risk of danger or where the Landlord (or the

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Landlord's agent) believes that the Resident's Unit is at serious risk of damage.

13.1.2. The Resident acknowledges and agrees that the Landlord may retain (and use) a key or access device to enter the Resident's Unit in accordance with the terms of this Lease.

13.2. Medical treatment

13.2.1 If the Landlord believes that the Resident requires assessment or treatment for health issues the Landlord may:

13.2.1. arrange for a medical practitioner to assess the Resident;

13.2.2. arrange appropriate medical assistance and treatment for the Resident; and

13.2.3. arrange for the Resident to be taken to a hospital or other health care facility.

13.2.4. The resident shall pay the Landlord for any costs incurred by the Landlord in relation to this Clause 13.2.

13.3. Assessment of care needs

If the Landlord requests the Resident to submit to an assessment of the Resident's care needs under the *Aged Care Act 1997* (Cth), the Resident must submit to such assessment and for that purpose:

13.3.1. the Landlord shall give the Resident reasonable notice of the time and place of any appointment made for such assessment to be carried out; and

13.3.2. if the Resident cannot be available at the time and place nominated by the Landlord then the Resident must cooperate with the Landlord in making arrangements for an alternative time and place for such an assessment to be made.

14. ASSIGNMENT

14.1. Resident not to assign, sub-let or otherwise part with possession

The Resident must not assign, transfer, sub-let, grant any licence, Encumber (except by way of a charge in favour of the Landlord in accordance with this Lease) or part with or share the possession of or otherwise deal with or dispose of the Resident's estate or interest in the Premises or the Licensed Area or any part of them or declare itself trustee of the Premises or the Licensed Area or any part of them or of any legal or equitable estate or interest in the Premises or the Licensed Area.

14.2. Dealings by Landlord

Subject to the Act, the Landlord may, at any time, without the consent of the Resident and without notifying the Resident, Encumber the Village, the Land, the Resident's Unit or any of the Landlord's rights and entitlements under this Lease.

14.3. Transfer of Premises by Landlord

14.3.1. The Landlord may, at any time, sell or transfer the Village without the consent of the Resident. If the Landlord does so then the Resident, if requested by the Landlord, must sign a deed with the purchaser or transferee (as the case may be) of the Village in a form which is satisfactory to the Landlord, (acting reasonably) under which:

14.3.1.1. the Resident releases the Landlord from all of its obligations under this Lease and the Loan Agreement;

14.3.1.2. the purchaser or the transferee (as the case may be) of the Village undertakes to be bound by the covenants and obligations of the Landlord in this Lease and the Loan Agreement; and

14.3.1.3. the Resident agrees to sign such consents and do all other things that may be necessary to enable the purchaser or transferee (as the case may be) of the Village to become the owner and the registered owner of the Land or interest in the Land.

14.3.2. If the Landlord sells or transfers its interest in the village and the purchaser or transferee (as the case may be) of the Village signs and delivers a deed pursuant to which the purchaser or the transferee (as the case may

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be) of the Village undertakes to be bound by all of the covenants and obligations of the Landlord under this Lease and the Loan Agreement then the Resident releases the Landlord from all of its obligations under this Lease and the Loan Agreement

15. QUIET ENJOYMENT

15.1. If the Resident observes and performs its obligations under this Lease, the Resident may occupy and enjoy the Premises and the Licensed Area (under a non-exclusive licence) during the Term without interruption by the Landlord or by any person claiming through the Landlord except as provided in this Lease.

16. TERMINATION OF LEASE

16.1. Departure Notice by the Resident

16.1.1. The Resident may by a Departure Notice given to the Landlord, inform the Landlord that the Resident wishes to leave the Village.

16.1.2. For the avoidance of doubt, in the event that the Resident gives a Departure Notice:

16.1.2.1. the Departure Notice does not terminate the Lease; and

16.1.2.2. the Resident may, after giving a Departure Notice:

16.1.2.2.1. give a notice of termination of the Lease as contemplated by Clause 16.2; or

16.1.2.2.2. enter into an agreement with the Landlord pursuant to which the Resident agrees that the Lease will terminate in accordance with the terms of that agreement.

16.1.2.3. the Parties shall comply with Clause 17 in relation to the Reinstatement Work for the Resident's Unit.

16.1.2.4. the parties shall comply with Clause 18 in relation to determining the Resale Value of the Resident's Unit; and

16.1.2.5. the parties shall comply with Clause 19 in relation to finding a New Resident.

16.2. Resident may Terminate

16.2.1. The Resident may terminate this Lease at any time by giving the Landlord not less than one month's notice to the effect that the Resident wishes to terminate the Lease and in which notice the Resident specifies a date for termination.

16.2.2. Subject to Clause 16.4.2, if the Resident gives a notice under Clause 16.2.1 this Lease shall terminate on the later of:

16.2.2.1. one (1) month after the date on which the notice to terminated is received by the Landlord; and

16.2.2.2. the date nominated in the Resident's notice as the date for termination of the Lease.

16.3. Termination on Death

16.3.1. This Lease terminates on the date the Resident dies.

16.3.2. Where the Resident is more than one person this Lease terminates on the date on which the surviving Resident dies.

16.3.3. In these circumstances the Termination Date is the date of death.

16.4. Vacant Possession

16.4.1. The Resident must give vacant possession of the Resident's Unit to the Landlord on the Termination Date.

16.4.2. If the Resident does not give vacant possession of the Resident's Unit to the Landlord on the Termination Date then the Landlord may, without prejudice to any other right of the Landlord, elect to treat the Termination Date as the later of the date of Termination determined in accordance with Clause 16.2.2 and the date on which the Resident does give vacant possession of the Resident's Unit to the Landlord.

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16.5. Removal of Resident's Property

- 16.5.1. The Resident must by the Termination Date remove all of the Resident's Property from the Resident's Unit.
- 16.5.2. If the Resident fails to remove the Resident's Property from the Resident's Unit by the Termination Date the Landlord may remove the Resident's Property from the Resident's Unit and store that property in which event the Resident shall be liable for and shall pay the Landlord's reasonable costs to do so.
- 16.5.3. If the resident does not, within fourteen (14) days of the Termination Date remove the Resident's property from the Resident's Unit or collect the Resident's Property from the Landlord then the Landlord may treat the property not removed or collected as abandoned and as if it had become the property of the Landlord and may deal with it in such a manner as the Landlord thinks fit without being liable in any way to account to the Resident for it.

16.6. Resident not to cause damage

- 16.6.1. The Resident may not cause or contribute to any damage to the Resident's Unit in the removal of the Resident's Property.
- 16.6.2. If the Resident causes or contributes to any damage to the Resident's Unit in the removal of the Resident's Property, the Resident must make good the damage on or before the Termination Date. If the Resident fails to make good that damage, the Landlord may make good that damage at the cost of and as agent for the Resident and recover from the Resident the cost to the Landlord of doing so as a liquidated debt payable on the later of, the Termination Date or 14 days after notice of the liquidated debt is given by the Landlord to the Resident.

16.7. Surrender and Power of Attorney

- 16.7.1. On the Termination Date the Resident must hand to the Landlord an executed surrender of this Lease or such other documents as may be necessary or desirable to evidence the termination of this Lease (including the Licence) in the form required by the Landlord.
- 16.7.2. The Resident irrevocably nominates and appoints the Landlord and each of the Landlord's officers severally to be the lawful attorney(s) of the Resident to act at any time after the termination of this Lease (a sufficient proof of which for any purpose shall be a statutory declaration of an officer of the Landlord):
- 16.7.2.1. to execute a surrender of this Lease and to procure, as fully and effectually as the Resident could do, the same to be registered;
- and for that purpose:
- 16.7.2.2. to sign, give, make and do all proper notices, covenants, applications and acts necessary or expedient;
- 16.7.2.3. to use the name of the Resident; and
- 16.7.2.4. to register this Power of Attorney with any authority or under any statute,
- and the production of this Lease or a counterpart of it shall be conclusive evidence of the Resident's consent to any such surrender.
- 16.7.3. The Landlord and the Resident acknowledge and agree that the Power of attorney given by the Resident under this Clause 16.7 is given as security for the performance of the obligations owed by the Resident (the principal) to the Landlord (as attorney).
- 16.7.4. The Resident covenants for itself, its successors and assigns to ratify and confirm whatever any of the attorney(s) as referred to in Clause 16.7.2 lawfully does or causes to be done in accordance with this Clause 16.7.
- 16.7.5. The registrar of Titles, Deputy Registrar and the Department of Natural Resources and any other person is authorised to act upon the Statutory Declaration referred to in Clause 16.7.2 and to accept it as sufficient evidence of the determination of the Lease.

16.8. Termination by Landlord By Not Less Than Fourteen (14) days' Notice

Title Reference 50955987

The Landlord may terminate this lease by giving the Resident not less than fourteen (14) days' notice if:

16.8.1. the Resident has intentionally or recklessly:

- 16.8.1.1. injured a person while the person is in the Village; or
- 16.8.1.2. seriously damaged the Resident's Unit or any part of it; or
- 16.8.1.3. seriously damaged property of another person in the Village;

16.8.2. the Resident is likely, intentionally or recklessly, to do something mentioned in Clauses 16.8.1.1 to 16.8.1.3; and this Lease shall be terminated on and from the date of termination specified in the Landlord's notice.

16.9. Termination by Landlord By Not Less Than Two (2) Months' Notice

The Landlord may terminate this Lease by giving the Tenant not less than two (2) months' notice if:

- 16.9.1. the Resident has committed a material breach of this Lease or the Loan Agreement; or
- 16.9.2. the Landlord believes, on reasonable grounds, that the Resident has abandoned the Resident's right to reside in the Village; or
- 16.9.3. the Landlord and a suitably qualified person who has assessed the Resident's care needs under the *Aged Care Act 1997* (Cth), section 22.4, reasonably believe the Resident's Unit is now unsuitable for the Resident;

and this Lease shall be terminated on and from the date of termination specified in the Landlord's notice.

16.10. Meaning of Material Breach

For the purposes of Clause 16.9.1 "material breach" of this Lease includes (but is not limited to) the following:

- 16.10.1. breach of the Resident's obligation to pay the Ingoing Contribution on or before the Commencement Date;
- 16.10.2. breach of the Resident's obligation to pay the General Services Charge within fourteen (14) days after they are payable;
- 16.10.3. breach of the Resident's obligation under Clause 8.14.1 by having a Visitor remain in the Resident's Unit for a period in excess of one (1) month without the written consent of the Landlord;
- 16.10.4. failure by the Resident to comply with the obligations in Clause 13.3 in relation to the Resident's care needs; and
- 16.10.5. any serious, persistent and continuing breach by the Resident of its covenants or obligations under this Lease provided that on the occasion of the breach the Landlord has served a notice requiring the Resident to remedy the default within a reasonable time (which time is specified in the notice and is at least seven (7) days).

16.11. Termination of Village

If the Landlord gives the Resident written notice at any time that it intends to cancel the registration of the Village following the termination of all then current leases, the Landlord will, within 14 days of termination of this Lease, pay to the Resident the Exit Entitlement calculated on the basis that:

- 16.11.1. the Exit Fee is calculated under this Lease in respect of the period elapsed from the Commencement Date to the date of termination of this Lease and on the basis that the Resale Value is the value determined in the manner described in Clause 18.4;
- 16.11.2. no amount for the cost of the Reinstatement Work will be deducted from the amount due the Resident; and
- 16.11.3. the Capital Gain or Capital Loss is determined on the basis that the Resale Value is the value determined in the manner described in Clause 18.4.

16.12. Requirements for Notice

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Any Notice given by the Landlord under Clause 16.8 or 16.9 must state:

- 16.12.1. the grounds on which the Lease is being terminated; and
- 16.12.2. the day by which the Resident must vacate the Resident's Unit.

16.13. Rights of Landlord not affected

The termination of this Lease pursuant to Clause 16.8 or 16.9 does not affect any right that the Landlord may have to recover any money owing by the Resident under this Lease including in particular but without limitation, any costs or expenses incurred by the Landlord in remedying any breach by the Resident or the right of action of any Party in respect of any such breach.

17. REINSTATEMENT WORKS

17.1. Determination of Reinstatement Work

- 17.1.1. When the Resident gives the Landlord a Departure Notice, or this Lease is terminated, the Landlord and the Resident must negotiate in good faith and, if possible, agree in writing on the Reinstatement Work.
- 17.1.2. If the Parties do not agree on the Reinstatement Work within 30 days of the Termination Date then the Landlord must provide the Resident with a statement which specifies the work which the Landlord believes is Reinstatement Work together with a quotation or quotations for that work from an appropriately qualified person or persons ("the Reinstatement Notice").
- 17.1.3. If the parties cannot agree upon the Reinstatement Work within fourteen (14) days of the date on which the Reinstatement Notice is given to the Resident then the Reinstatement Work is to be determined by a person who is:
 - 17.1.3.1. agreed between the Resident and the Landlord; or
 - 17.1.3.2. if the parties do not agree, a person appointed by the President for the time being of the Queensland Division of the Australian Property Institute.

17.2. Carrying out the Reinstatement Work

- 17.2.1. The Landlord shall cause the Reinstatement Work to be completed within:
 - 17.2.1.1. 90 days after the Resident vacates the Resident's Unit; or
 - 17.2.1.2. if the Landlord and the Resident agree on another time, that time.
- 17.2.2. If the Resident is still occupying the Resident's Unit when the Reinstatement Work needs to be done, the Resident agrees to allow the Landlord and the Landlord's Agents to enter the Resident's Unit for the purpose of carrying out the Reinstatement Work.

17.3. The Costs of the Reinstatement Work

- 17.3.1. The Resident must pay the costs incurred by the Landlord in relation to:
 - 17.3.1.1. obtaining the statement and quotation required under Clause 17.1.2; and
 - 17.3.1.2. having the Reinstatement Work determined under Clause 17.1.3.
- 17.3.2. The Resident must pay to the Landlord a share of the costs incurred in carrying out the Reinstatement Work and the Resident's share of those costs shall be calculated in accordance with the following formula:

$$\text{Resident's share} = \frac{\text{Costs of Reinstatement Work}}{\text{Work}} \times \frac{\text{Percentage of Capital Gain that the Resident is entitled to receive under this Lease}}{\text{Resident is entitled to receive under this Lease}}$$

- 17.3.3. Notwithstanding the above, the Resident must pay to the Landlord all of the costs of any Reinstatement Work that is:
 - 17.3.3.1. required because of accelerated wear that the Resident has caused to the Resident's Unit;

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- 17.3.3.2. necessary to repair deliberate damage that the Resident has caused to the Premises;
- 17.3.3.3. necessary to remove any alterations or additions that relate to alterations or additions which the Landlord requires the Resident to remove under Clause 16.5 or the repair of any damage caused by their removal; or
- 17.3.3.4. repairs that the Resident would otherwise be required to do or pay under this Lease.

17.4. Alterations

- 17.4.1. If required by the Landlord, the Resident must re-alter any alterations made by the Resident to the Resident's Unit so that the Resident's Unit is returned to its original state as the Resident's Unit was in at the Commencement Date.
- 17.4.2. If the Resident fails to make good any alteration when required to do so, the Landlord may make good the alteration at the cost of and as agent for the Resident and recover from the Resident the cost to the Landlord of doing so as a liquidated debt payable on the later of:
 - 17.4.2.1. the Exit Entitlement Date; and
 - 17.4.2.2. 14 days after notice of the liquidated debt is given by the Landlord to the Resident.

17.5. Relative residing after Termination Date

- 17.5.1. If the Resident's relative has a right to reside in the Resident's Unit under the Act after the Termination Date:
 - 17.5.1.1. the provisions of the Act dealing with the rights and obligations of the Landlord, Resident and the relative in relation to Reinstatement Work, shall prevail over this Clause 17;
 - 17.5.1.2. the Landlord is not required to perform any obligations that are set out in this Clause 17 unless the Landlord is expressly required to do so under the Act; and
 - 17.5.1.3. subject to the Act, the Landlord shall not be required to carry out any Reinstatement Works unless and until the relative vacates the Resident's Unit.

18. VALUE AND RESALE VALUE

18.1. Value at Commencement Date

- 18.1.1. The value of the right to reside in the Resident's Unit as at the Commencement Date is equal to the Ingoing Contribution paid or payable by the Resident.

18.2. Value at Exit Date

- 18.2.1. Subject to Clause 18.2.2., the value of the right to reside in the Resident's Unit as at the Exit Date is equal to the Ingoing Contribution paid or payable by the New Resident whose right to reside in the Resident's Unit commences after the Termination Date of this Lease;
- 18.2.2. If the terms of the lease to the New Resident are substantially different to the terms of this lease, then for the purposes of determining the Capital Gain or the Capital Loss, the value of the right to reside in the Resident's Unit shall be deemed to be equal to the Market Value of that right if such right was granted on terms that were substantially the same as the terms of this Lease and where the parties cannot agree on that value, that value shall be determined by a Valuer at the request of the Operator or the Resident.

18.3. Acknowledgement

- 18.3.1. The Resident's Unit may be offered for lease and may be leased to a New Resident on terms (including price) that are different to the terms (including price) that would apply if the Resident's Unit was leased on the terms of this Lease.

18.4. Determining the Resale Value

- 18.4.1. The Parties acknowledge that the Resale Value is the price at which the Resident's Unit would be offered for lease after the Resident gives a Departure Notice.

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18.4.2. When a Departure Notice is given, or this Lease is terminated or otherwise ends:

18.4.2.1. the Landlord and the Resident must negotiate in good faith and, if possible, agree in writing on the Resale Value.

18.4.2.2. If the Parties have not agreed on the Resale Value within 30 days of the Termination Date, or any different date specified in the Act, then the Landlord may cause a Valuer to determine the Resale Value within a further 14 days. The Valuer must be selected in accordance with the Act and the Valuer's valuation will be the Resale Value for the purposes of this Lease.

18.4.3. The Resale Value must be updated if and when required under the Act.

18.5. Valuation Costs

18.5.1. The Resident shall pay the Landlord a share of the costs of any valuation obtained under Clause 18 where the Resident's Share (or proportion) is equal to the share (or proportion) of the gross ingoing contribution on sale of the right to reside to a New Resident that will be payable to the Resident.

19. SALE OF RESIDENT'S UNIT AND NEW RESIDENT

19.1. Explanation

19.1.1. By way of explanation the parties acknowledge the following:

19.1.1.1. On or before termination of this Lease the right to reside in the Resident's Unit will be offered to a New Resident;

19.1.1.2. The New Resident will be required to satisfy the requirements for entry into the village; and

19.1.1.3. The New Resident will be required to enter into a new lease of the Resident's Unit.

19.2. Requirements for New Residents

19.2.1. Subject to Clause 19.2.2, the New Resident for the Resident's Unit must be a person approved by the Landlord in accordance with the following principles:

19.2.1.1. the Landlord should be satisfied that the proposed new resident is at least 55 years old, or, if there are two proposed residents for the Resident's Unit, that one of them is at least 55 years old;

19.2.1.2. the proposed new resident (or each of them) should, if requested by the Landlord, provide medical information from their general practitioner and meet with the village manager; and

19.2.1.3. the Landlord should be satisfied that the health of each proposed new resident is suitable to the lifestyle and facilities on offer in the Village;

19.2.1.4. the Landlord should be satisfied that the Resident's Unit and the Village is otherwise suitable for the proposed new resident (or both of them).

19.2.2. Without limitation of any other right on the part of the Landlord the Landlord may:

19.2.2.1. decline an application (to acquire a right to reside in the Resident's Unit) from a proposed new resident; or

19.2.2.2. accept or approve an application (to acquire a right to reside in the Resident's Unit) on such terms or conditions as the Landlord may determine;

19.2.2.3. change the age principle applicable for entry into the Village; and

19.2.2.4. vary any age principle or requirement to the effect that the Landlord may agree to grant a right to reside in the village to a person who does not satisfy the age principle set out above.

19.3. Leasing the Resident's Unit

On receipt of a Departure Notice, or on termination of this Lease, the Landlord shall use reasonable endeavors to find a New Resident to enter into a new lease for the Resident's Unit.

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19.4. Exclusive right to find a new resident

19.4.1. The Landlord has the exclusive right to find a new resident until six months after the Termination Date. If a New Resident does not acquire the right to reside in the Resident's Unit during that time then the Resident may appoint a real estate agent to find a new resident. For the avoidance of doubt, a new resident found by the Resident's real estate agent must be approved by the Landlord in accordance with 19.2.

19.4.2. If the Resident appoints a real estate agent then:

19.4.2.1. the Resident must notify the Landlord of the name of the real estate agent appointed; and

19.4.2.2. the Landlord's obligation to find a new resident for the Resident's Unit ceases.

19.5. Terms for the lease with the new resident

19.5.1. The new lease granted to a New Resident for the Resident's Unit at a particular time:

19.5.1.1. must be in accordance with the terms that are offered to a new resident in the village at that time;

19.5.1.2. must be in a form provided for in the Public Information Document that applies at the relevant time; and

19.5.1.3. may be on terms that are different to the terms of this Lease.

19.6. Information to be provided by the Landlord

19.6.1. Whilst attempting to locate a New Resident under Clause 19.4, the Landlord shall keep the Resident informed in relation to the sale of a right to reside in the Resident's Unit.

19.6.2. If requested, the Landlord shall give the Resident the following information as soon as practicable after the end of each month until there is a New Resident for the Resident's Unit:

19.6.2.1. all sales inquiries relating to the right to reside;

19.6.2.2. what steps the operator of the Village is taking to promote the sale of the right to reside;

19.6.2.3. the following particulars of all other rights to reside in Units for sale in the Village:

19.6.2.3.1. the number of rights for sale;

19.6.2.3.2. the size of the units;

19.6.2.3.3. the selling prices of the rights; and

19.6.2.3.4. how long the rights have been for sale.

19.7. Leasing at less than the Resale Value

19.7.1. If the Landlord and the Resident agree that they should accept a Resale Price which is less than the Resale Value then the Resale Value shall, from the time of that agreement, be reduced to that Resale Price.

19.7.2. If the Landlord accepts a Resale Price which is less than the Resale Value and the Resident does not agree to that Resale Price then the Resident's entitlement under this Lease (or otherwise) shall be calculated as if the Resale Price was equal to the Resale Value.

19.7.3. If the Resident accepts a Resale Price or requires the Landlord to accept a Resale Price which is less than the Resale Value and the Landlord does not agree to that Resale Price, then the Landlord may agree to enter into a sale or lease at that Resale Price but on condition that the difference between the Resale Value and the Resale Price shall be borne by the Resident in which event the Resident shall pay to the Landlord the Landlord's Share of the difference between the Resale Value and the Resale Price and that amount shall be payable when the Landlord pays the Exit Entitlement to the Resident.

19.8. Costs of finding a new resident

19.8.1. The Resident must pay the Landlord a share of the costs incurred in finding a new resident for the Resident's Unit where the Resident's Share (or proportion) is equal to the share (or proportion) of the gross ingoing contribution on sale of the right to reside to a new resident that will be payable to the Resident.

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19.8.2. Notwithstanding Clause 19.8.1, if the Resident appoints a real estate agent then the Resident must pay all the agent's commission and costs relating to the sale of the Resident's Unit.

19.9. Relative residing after Termination Date

19.9.1. If the Resident's relative has a right to reside in the Resident's Unit under the Act after the Termination Date, then notwithstanding anything in this Lease:

19.9.1.1. the relative will have a right to enter into a new lease of the Resident's Unit only if the requirements set out in the Act are met; and

19.9.1.2. the Landlord's obligation to use reasonable endeavours to find a New Resident for the Resident's Unit will only commence if and when the Landlord receives notice that the relative will not be entering into a new lease of the Resident's Unit.

20. PAYMENT AFTER TERMINATION

20.1. Payments by Landlord to Resident

20.1.1. On the Exit Entitlement Date the Landlord shall pay the following to the Resident:

20.1.1.1. the Ingoing Contribution by way of repayment of the Loan in accordance with the terms of the Loan Agreement; and

20.1.1.2. the Resident's share (if any) of the Capital Gain (if any).

20.2. Payments by Resident to Landlord

20.2.1. When the Landlord is due to pay the moneys to the Resident in accordance with Clause 20.1 the Resident shall pay the following to the Landlord:

20.2.1.1. the Exit Fee (calculated in accordance with that part of the Calculation Schedule applicable to this Lease);

20.2.1.2. the amount equal to the Capital Loss (if any);

20.2.1.3. the General Services Charges owing by the Resident;

20.2.1.4. the Resident's share of any costs incurred in relation the sale of the Resident's Unit;

20.2.1.5. the Resident's share of the costs associated with Reinstatement Work pursuant to Clause 17.3;

20.2.1.6. any other amounts owing by the Resident to the Landlord under any other agreement relating to the provision of services or goods in the Village; and

20.2.1.7. the costs and expenses incurred in relation to the termination or surrender of this Lease, including:

20.2.1.7.1. legal costs;

20.2.1.7.2. any costs of preparing, stamping and registering any necessary document and any stamp duty and registration fees; and

20.2.1.7.3. any other amount payable by the Resident to the Landlord under this Lease or the Public Information Document or otherwise.

21. RESOLUTION OF DISPUTES

21.1. Notice of dispute

If any dispute arises out of or in connection with this Lease between the Landlord and the Resident, a party to the dispute (the **First Party**) must give the other party to the dispute (**Second Party**) notice:

21.1.1. stating the matters in dispute; and

21.1.2. nominating a day, no earlier than 14 days after the Notice is given, (Nominated Day) for the parties to meet within the Village to attempt to resolve the dispute.

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21.2. Response to notice

The Second Party must give the First Party a written response to the Notice within 7 days after receiving the First Party's Notice.

21.3. Resolution

On the Nominated Day, or another day within 7 days after the Nominated Day and agreed by the parties, the parties must meet in the Village and attempt to resolve the dispute.

21.4. Tribunal

If the dispute resolution process set out in Clauses 21.1 to 21.3 is unsuccessful then either party may make an application to the Tribunal to resolve the dispute.

21.5. Application

A party to the dispute may apply to the Tribunal if:

- 21.5.1. the parties to the dispute cannot reach a mediation agreement to the dispute;
- 21.5.2. a party to the dispute does not attend the mediation conference for the dispute;
- 21.5.3. the dispute is not settled within four months after the dispute notice was given to the Tribunal; or
- 21.5.4. the party claims that another party to the mediation agreement has not complied with the agreement within the time specified in it, or if no time is specified within two months after the agreement is signed.

22. SET-OFF

22.1. In addition to, but not in derogation of, any rights the Parties have at law, either Party may set-off any amount owing to the other Party against any amount owing by the other Party to it, whether arising under this Lease or the Loan Agreement or on any other account whatsoever.

23. DAMAGE OR DESTRUCTION

23.1. Landlord's choice

23.1.1. If:

- 23.1.1.1. the Resident's Unit is destroyed; or
- 23.1.1.2. the Resident's Unit is substantially damaged but not destroyed and the Landlord (acting reasonably) considers that the extent of the damage makes repair of the Resident's Unit impracticable or undesirable

then the Landlord may choose to either:

- 23.1.1.3. rebuild the Resident's Unit, in which case Clause 23.2 applies; or
- 23.1.1.4. terminate this Lease by giving notice to the Resident.

23.2. If Landlord chooses to rebuild

23.2.1. If the Landlord chooses to rebuild the Resident's Unit then the rebuilt unit need not match the original structure or design of the Resident's Unit subject to the following:

- 23.2.1.1. the rebuilt unit must be the approximately the same size as or larger than the Resident's Unit;
- 23.2.1.2. the rebuilt unit must have the same number of bedrooms and substantially the same facilities, equipment and appliances as the Resident's Unit; and
- 23.2.1.3. the rebuilt unit must be built to substantially the same or better quality as the Resident's Unit.

23.2.2. The Landlord may vary the design of the rebuilt unit to the extent the variation is reasonably required to enable the Landlord to lawfully comply with the requirements of any relevant law or the requirement of any authority.

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23.2.3. If the Landlord chooses to rebuild the Resident's Unit then the unit, as rebuilt will be the Resident's Unit for the purposes of this Lease and the parties shall do such things (including amending this Lease) to give effect to that purpose.

23.3. Resident may terminate

23.3.1. If the Resident's Unit is destroyed then the Resident may terminate this Lease by giving the Landlord a notice of termination if:

- 23.3.1.1. the landlord does not notify the Resident of the Landlord's choice under Clause 23.1.1 within one month after the Unit is destroyed; or
- 23.3.1.2. the Landlord gives the Resident notice under Clause 23.1.1 to the effect that the Landlord chooses to rebuild the Resident's Unit but the Landlord does not start rebuilding it, or complete rebuilding it, within a reasonable time after giving that notice.

23.4. What happens on termination

23.4.1. If the Landlord or the Resident terminates this Lease under this Clause 23 the Landlord must pay the Resident the Resident's Exit Entitlement and the Resident must pay the Landlord the amounts payable after termination of this Lease, calculated on the following basis:

- 23.4.1.1. The Landlord shall be deemed to have entered into and settled a sale of a new lease for the Resident's Unit for an amount equal to the Resale Value that would have applied if the Resident's Unit had not been destroyed and on the basis that the Resident's Unit was not reinstated; and
- 23.4.1.2. Notwithstanding any other provision of this Lease, the Landlord shall be required to pay the Resident's Exit Entitlement and the Resident must pay the Landlord the amounts payable after termination of this Lease on the later of the Exit Entitlement Date and the date which is 14 days after the date that the Landlord receives payment from the Landlord's insurer for the destruction of the Resident's Unit.

23.5. General Services Charge

23.5.1. Subject to Clause 23.5.2, the Resident will not be required to pay the General Services Charge from the date the Resident's Unit is destroyed to the date the new unit is ready for occupation or the Lease is terminated.

23.5.2. Clause 23.5.1 shall not apply if:

- 23.5.2.1. The Resident caused the destruction of the Resident's Unit; or
- 23.5.2.2. The Landlord offers the Resident replacement accommodation in the Village for the period that the Resident's Unit (and the new unit) is not available for occupation by the Resident.

24. RISK, INDEMNITY AND RELEASE

24.1. Resident occupies at own risk

The Resident occupies and uses the Premises, uses the Licensed Area and enters and uses the Village at the Resident's own risk.

24.2. Acknowledgement

The Resident acknowledges that the Resident's Unit as offered and inspected by the Resident is suitable for the Resident's purposes and is not suffering from any defects.

The Resident accepts the Resident's Unit in the condition that it is in as at the Commencement Date.

24.3. Resident's liability and indemnity

The Resident is liable for and irrevocably and unconditionally indemnifies the Landlord against all liability, loss, penalties, payments, costs, charges and expenses directly or indirectly arising from or incurred in connection with:

- 24.3.1. damage to or loss of any property or injury to or the death of any person:

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24.3.1.1. to the extent it is caused or contributed to by the negligence or wrongful act or default of the Resident or his or her agents, contractors, licensees, invitees or visitors; or

24.3.1.2. occurring in, or caused or contributed to by anything occurring in, the Resident's Unit, except to the extent it is caused or contributed to by the negligence or wrongful act of the Landlord or the Landlord's Agents; and

24.3.2. the Landlord doing anything that the Resident is obliged to do under this Lease but which the Resident has not done or not done properly; and

24.3.3. the breach of this Lease by the Resident, which includes anything done by the Resident's agents, contractors, licensees, invitees or visitors that would be a breach of this Lease if done by the Resident.

24.4. Release

The Resident releases the Landlord from and agrees that the Landlord is not liable for any liability, loss, penalties, payments, costs, charges and expenses the Resident directly or indirectly incurs in connection with:

24.4.1. damage to or loss of any property or injury to or the death of any person except to the extent it is caused or contributed to by the negligence or wrongful act of the Landlord or the Landlord's Agents; or

24.4.2. anything the Landlord is required or permitted to do under this Lease; or

24.4.3. a service or facility provided by an Authority, the Landlord or any other person to the Resident's Unit or the Village not being available or not working properly.

25. LICENSED AREA

25.1. Grant of Licence

In consideration of the Resident agreeing to pay to the Landlord the licence fee of \$1.00 per annum (if demanded by the Landlord) the Landlord grants the Resident a non-exclusive licence for the Term to use the Licensed Area on the terms set out in this Clause 25.

25.2. No exclusive possession

The Licence granted pursuant to this Clause 25 does not confer on the Resident any right of exclusive possession of the whole or any part of the Licensed Area.

25.3. Landlord's Reservation

The Landlord and the Landlord's Agents may at any time in the absolute discretion of the Landlord enter the Licensed Area and exercise all of the Landlord's rights as owner of the Licensed Area, but in so doing shall, where possible and practicable, not unreasonably interfere with the use of the Licensed Area by the Resident.

25.4. Use

The Resident may, subject to the terms of this Clause 25, use the Licensed Area for a residential use which is consistent with the use of the Resident's Unit.

25.5. Personal Right only

The rights conferred on the Resident by this Clause 25 is a personal right in contract only and does not create any tenancy or any estate or interest in the Licensed Area.

25.6. Resident's obligations

The Resident must:

25.6.1. keep the Licensed Area clean, tidy and free of rubbish and vermin;

25.6.2. not make any alterations to the Licensed Area;

25.6.3. not use the Licensed Area for any use other than the use referred to in Clause 25.4; and

25.6.4. otherwise comply with the covenants, conditions and restrictions on the part of the Resident in this Lease

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which are applicable to the Licensed Area.

25.7. Failure to comply

If the Resident does not comply with any of the covenants, restrictions and conditions on the part of the Resident in this Clause 25 or the Lease in relation to the Licensed Area, then such non-compliance shall be a material breach of the Lease for the purposes of Clause 16.10.

25.8. Termination of Lease

If at any time the Lease is terminated or otherwise ends, this Licence shall automatically end.

26. DEVELOPMENT AND LANDLORDS WORKS

26.1. Staged development

The Resident acknowledges and agrees as follows:

26.1.1. the Village may not be complete as at the date of this Lease;

26.1.2. the Village is a staged development;

26.1.3. development of the Village is subject to and influenced by factors which may be outside the Landlord's control including but not limited to the level of sales of other Units in the Village and other matters;

26.1.4. the Landlord does not covenant that the Landlord will proceed with any further development or redevelopment of the Village except to the extent set out in the Public Information Document;

26.1.5. any further development or redevelopment that the Landlord chooses to do will take the form, and occur at a time, that the Landlord determines in the Landlord's absolute discretion; and

26.1.6. the Landlord reserves the right to change or cancel the development or redevelopment plans for the Village.

26.2. Resident's rights

26.2.1. While carrying out any Landlord's Works the Landlord will use reasonable endeavours to minimise any disturbance or disruption to the Resident's use and enjoyment of the Resident's Unit and the Village.

26.2.2. The Resident must not fail to comply with any of the Resident's obligations or make any objection, submission, appeal or claim, or bring any proceeding, in relation to any of the Landlord's decisions about the future development or redevelopment of the village or in respect of any of the Landlord's Works.

26.3. Variations

The Resident acknowledges that the Landlord may vary all or any part of the Landlord's Works proposed to be undertaken in respect of the Village (including future stages and facilities). The Resident agrees that the Resident shall not make any objection, requisition or claim for compensation or damages, or refrain from making or retain any payment required to be made under this Agreement to Lease, this Lease or the Loan Agreement, by reason of any such variation or as a result of:

26.3.1. any changes to the Landlord's Works which are required or necessary (in the reasonable opinion of the Landlord) to complete the Village;

26.3.2. any substitution or change to the materials, fixtures, fittings, finishes or chattels in the Village with other similar materials, fixtures, fittings, finishes or chattels;

26.3.3. any variation to the area, dimensions, or location of the Units in the Village or the common property or facilities in the Village;

26.3.4. the allotment of a different number or numbers to the Resident's Unit or other Units in the Village, to those referred to in the Documentation or any other plan or diagram;

26.3.5. any variation to the number, location, size or numbering of car parking spaces to be provided for residents of the Village, their guests or invitees, the Landlord or the Landlord's agents; or

26.3.6. any alteration in the number of Units in the Village, the numbering, size, location, entitlements or permitted

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use rights of any such units and/or to the facilities in the Village.

26.4. Additional Facilities

26.4.1. The Resident acknowledges and agrees that the Landlord may construct facilities in and for the Village if and when the Landlord determines to do so having regard to the level of sales of other units in the Village and subject to other factors such as demand for those facilities, cost to construct, terms of approvals and other matters which the Landlord treats as relevant.

26.4.2. The Resident acknowledges and agrees that the Landlord makes no warranty or representation in relation to the further development of the Village except as expressly contained in the Documentation.

26.5. Quiet Enjoyment

The Resident acknowledges and agrees that any interference to the Resident's quiet and uninterrupted enjoyment of the Resident's Unit or of the passageways, pathways and corridors giving access and egress to and from the Resident's Unit after the Commencement Date, due to building operations continuing in any other areas of the Village and the use by tradesmen and others of common areas whilst such building operations are in progress shall not be deemed to be a default by the Landlord of its covenant for peaceful occupation of the Resident's Unit contained in this Lease.

27. CHARGE

27.1. To secure to the Landlord all money payable and all obligations owed by the Resident under this Lease or otherwise Agreement, both present and future, actual and contingent, the Resident charges in favour of the Landlord all of the Residents' estate and interest in the Premises and/or under this Lease.

28. CONVERSION TO FREEHOLD TITLE

28.1. Consent

If the Landlord wishes to establish a community titles scheme ("CTS") under the *Body Corporate and Community Management Act 1997 (QLD)* ("BCCMA") over all or part of the Village then the Resident consents to the Landlord doing so in accordance with Clause 28.2.

28.2. Premises and Licensed Area

28.2.1. The area, location and dimensions of the Resident's Unit appearing in the CTS must be substantially the same as the area, location and dimensions of the Resident's Unit.

28.2.2. The CTS may represent the Resident's Unit by:

28.2.2.1. a lot on the plan of subdivision for the CTS (i.e. in respect of both the Premises and the Licensed Area); or

28.2.2.2. a lot on the plan of subdivision for the CTS (in respect of the Premises) and an exclusive use area in the community management statement for the CTS (in respect of the Licensed Area).

28.3. Resident to execute

The Resident must, when requested by the Landlord, do all things and execute all documents the Landlord reasonably requires to enable:

28.3.1. the CTS to be established;

28.3.2. the plan of subdivision and related documents establishing the CTS to be prepared and approved by the relevant authorities;

28.3.3. the plan of subdivision and related documents establishing the CTS to be registered by the Registrar of Titles, including without limitation to:

28.3.3.1. execute a surrender of this Lease in registrable form; and

28.3.3.2. execute a new lease of the lot in the CTS corresponding to the Premises, which lease shall be in a

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form substantially similar to this Lease as far as applicable, with such changes as are reasonably required by the Landlord:

- 28.3.3.2.1. to implement the CTS (including without limitation including an obligation for the Resident to pay, in addition to the General Service Charge, administrative fund levies payable in respect of the CTS); and
- 28.3.3.2.2. so as to ensure that the CTS is registered and complies with any relevant laws.

28.4. Landlord's obligation

The Landlord shall:

- 28.4.1. pay for the preparation of the plan of subdivision and other documents required to register the CTS;
- 28.4.2. pay for the preparation of the surrender of lease and new lease required contemplated under Clause 28.3; and
- 28.4.3. pay for the cost of procuring any consent necessary to establish the CTS (other than the consent of the Resident) including without limitation the consent of the Landlord's mortgagee.

28.5. Disposal

If the Landlord establishes a CTS over all or part of the Village in accordance with this Clause 28, the Landlord may, on the sale of a right to reside in the Resident's Unit elect to proceed to grant the right to the Resident's Unit to the New Resident by way of a lease, an occupation licence or a sale (or a combination of these). The Landlord may make such amendments to the form of lease as it deems appropriate or necessary to allow such alternate methods of disposal to occur.

29. MISCELLANEOUS

29.1. Governing law

This Lease is governed by and must be construed according to the law applying in Queensland. If any provision of this Lease is inconsistent with a provision of the Act, then the provision of the Act prevails to the extent of any inconsistency.

29.2. Other acts

Each Party must promptly sign any documents or do anything else reasonably necessary to give effect to this Lease.

29.3. Notices

Each communication (including each notice) under or in connection with this Lease:

- 29.3.1. must be in writing in English;
- 29.3.2. must be addressed to the address shown for the party in the Items Schedule (or as otherwise notified by that Party to the other Party from time to time);
- 29.3.3. must be signed by the Party making it or (on that Party's behalf) by the solicitor for, or any attorney, director, secretary or other authorised agent of that Party;
- 29.3.4. must be delivered by hand or posted by prepaid post to the address in accordance with Clause 29.3.2; and
- 29.3.5. is taken to be received by the addressee:
 - 29.3.5.1. (in the case of prepaid post) on the third day after the date of posting;
 - 29.3.5.2. (in the case of delivery by hand) on delivery.

29.4. Costs

Subject to the Agreement to Lease, the Resident shall pay the following to the Landlord:

- 29.4.1. The Landlord's reasonable legal costs and expenses relating to the preparation, negotiation, execution, stamping and registration of this Lease, the Agreement to Lease, the Loan Agreement, the Public Information

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Document and any ancillary documents relating to those documents or the transactions they contemplate;

29.4.2. Any stamp duty and registration fees relating to this Lease.

29.5. Amendment

This Lease may only be varied by a document signed by or on behalf of each Party.

29.6. Waiver

29.6.1. A Party's:

29.6.1.1. failure to exercise or enforce;

29.6.1.2. delay in enforcing; or

29.6.1.3. partial exercise or enforcement of, a right, power or remedy provided by law or under this Lease,

does not preclude, operate as a waiver of the exercise or enforcement, or further exercise or enforcement, of that or any right, power or remedy provided by law or under this Lease.

29.6.2. A waiver or consent given by a Party under this Lease is only effective and binding on that Party if that Party gives or confirms it in writing.

29.6.3. No waiver of a breach of a term of this Lease operates as a waiver of another breach of that term or of a breach of any other term of this Lease.

29.7. Caveat

The Resident shall not lodge or apply for or otherwise seek to register any caveat over or in relation to the Village or any interest in the Village. The parties shall cooperate to cause registration of the Lease after the Commencement Date.

29.8. Severance

29.8.1. All provisions of this Lease will be construed so far as possible so as not to be invalid, illegal or unenforceable in any respect.

29.8.2. If any provision is illegal, invalid or unenforceable, that provision will so far as possible be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a lawful, valid or enforceable character.

29.8.3. If any provision or part of it cannot be read down, such provision or part will be deemed void and severable and the remaining provisions of this Lease will not in any way be affected or impaired.

29.9. Entire agreement

The Parties agree that the terms contained in this Lease, the Agreement to Lease and the Public Information Document constitute the whole of the agreement in respect of the subject matter of this Lease between the Parties and all previous negotiations and agreements are negated.

29.10. GST

29.10.1. If GST is or will be or is purported to be payable on a Supply the Party receiving the Supply must pay to the Party making the Supply a sum equal to any GST payable by the supplier in respect of that Supply.

29.10.2. A Party's obligation to pay an amount under this Clause is subject to a valid tax invoice being delivered to that Party.

29.11. Exclusion of statutory provisions

The covenants, powers and provisions implied in Leases by the *Property Law Act 1974 (Qld)* are expressly negated.

29.12. Further Acts and documents

Title Reference 50955987

Each of the parties to this Lease must sign and do all such other things, acts and matters and produce such documents as may be necessary to give full force and effect to the provisions of this Lease.

29.13. Exercise of remedies

The Landlord may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Landlord does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Landlord to exercise or delay in exercising a right, power or remedy does not prevent its later exercise.

29.14. Rights cumulative

The rights, powers and remedies provided in this Lease are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Lease.

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ITEM SCHEDULE

Item 1. Commencement Date

Item 2. The Land

The land situated at 40 Foulkes Street, Norman Gardens, Queensland 4710 and more particularly described as Lot 173 on SP267916, County of Livingston, Parish of Murchison, Title reference 50955997.

Item 3. Premises

Unit Number [_____] as marked on the Lease Plan contained in the Lease Plan Schedule.

Item 4. Ingoing Contribution

\$ _____

Item 5. Resale Value at Commencement Date

\$ _____

Item 6. Exit Fee Model applicable

- Part One Balanced Option Applies
 Part Two Customised Option Applies

where the Customised Option applies:

The Resident's Share of Capital Gain is _____%

The Landlord's share of Capital Gain is _____%

The Specified Percentage is _____%

Item 7. Address for Service of Notices on Landlord

Oak Tree Retirement Villages Norman Road Pty Ltd
Ground Floor, 60 Raff Street
Spring Hill Qld 4004

Item 8. Address for Service of Notices on Resident

Unit ____, 40 Foulkes Street, Norman Gardens Qld 4701

Item 9. Retirement Village

Oak Tree Retirement Village Norman Gardens

Title Reference 50955897

CALCULATION SCHEDULE

This Calculation Schedule to the Lease between the Landlord and the Resident specifies how the Exit Fee payable by the Resident will be calculated.

PART ONE – BALANCED OPTION

This Part of this Calculation Schedule applies if (1) the Item Schedule provides that this Part One applies to this Lease or (2) if Part Two does not apply to this Lease. If this Part One applies the Exit Fee shall be calculated in accordance with the following formula:

$$EF = IC \times 6\% \times N / 365$$

Where:

EF is the Exit Fee to be calculated.

IC is equal to the Ingoing Contribution paid by the Resident.

N is equal to the number of days in the period commencing on the Commencement Date and ending on the Exit Date but where that number of days is more than 2190 (being 6 years x 365 days) then **N** shall be 2190.

PART TWO – CUSTOMISED OPTION

This Part of this Calculation Schedule applies only if the Item Schedule provides that this Part Two applies to this Lease. If this Part Two applies the Exit Fee shall be calculated in accordance with the following formula:

$$EF = IC \times SP\% \times N / 365$$

Where:

EF is the Exit Fee to be calculated.

IC is equal to the Ingoing Contribution paid by the Resident.

SP is equal to the Specified Percentage specified in Item 6.

N is equal to the number of days in the period commencing on the Commencement Date and ending on the Exit Date but where that number of days is more than 2190 (being 6 years x 365 days) then **N** shall be 2190.

Title Reference 50955997

LEASE PLAN SCHEDULE

Title Reference 50955897

LICENSED AREA SCHEDULE