

From: Ben Walsh
Sent: Thursday, 23 July 2026 6:43 AM
To: Taase Taase
Cc: Mail Cook <mail@cook.qld.gov.au>
Subject: RE: DA/4952 - Response to Information Request Hurse Road, Lakeland

Good morning Taase

Thank you for your assistance in progressing this application to date. Please find attached the Applicant's full response to the information request as required

Should you have any queries or require anything further, don't hesitate to contact me

Kind Regards



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Our Ref: LM: DA/4952:AD2025/0005447
Your Ref: PR25018.02

09 September 2025

Peter and Annette Marriott C/- Mallee Group
PO Box 27
BUDDINA QLD 4575
E-mail: ben@malleegroup.com.au

Attention: Ben Walsh

Dear Mr Walsh

Information Request

Given under section 12 of the Development Assessment Rules

Cook Shire Council has carried out a further review of your development application for the following premises.

Premises Details

Location - Street Address: 409 Hurse Road LAKELAND 4871

Location - Real Property Description: Lot 4 on SP117593

All or part of above land: All

Local Government Area: Cook Shire

Application Details

Application Number: DA/4952

Approval Sought: Development Permit for a Reconfiguring a Lot

Description of Proposal: 1 Lot into 3 Lots

Category of Development: Assessable Development

Category of Assessment: Code Assessment

Information Requested

Cook Shire Council has determined that the following additional information is needed to assess the application:

PLANNING

Access

The current plan of development indicates access to proposed Lot 2 via the gazetted but unconstructed end of Hurse Road. However the travelled road is off-alignment from the gazetted road and physically traverses Lot 7 on RP867069 and Lot 24 on RP888375 according to Queensland Globe mapping. No existing or proposed access easement in favour of Lot 4 on SP117593 (or proposed Lot 2) is shown over Lot 7 on RP867069 and Lot 24 on RP888375. As presented, access to proposed Lot 2 is to be via a gazetted but unconstructed road or would rely on the existing access across private land without a legal right of access. A lawful, practical, all-weather access to the public road system must be demonstrated. This is reflected in the Reconfiguring of a Lot Code and Works Services and Infrastructure Code of the *Cook Shire Planning Scheme 2017 (V2.0)*.

1. The Applicant is requested to demonstrate that each proposed allotment includes a lawful, practical and all-weather access to the public road system as described in the applicable assessment benchmarks outlined in the *Planning Scheme*.

Note: Officers' acknowledge that Queensland Globe land parcel positioning data indicates an accuracy of +/-0.1m -1m. However, the road off-alignment is greater than indicated on Queensland Globe by approximately 5m to 40m along the developed road profile in comparison to the gazetted road reserve.

Further details

The due date for providing the requested information is **three (3) months** from the date of this request, therefore you are required to respond no later than **09 December 2025**.

In accordance with section 13.2 of the Development Assessment Rules, you may respond by giving:

- (a) all of the information requested; or
- (b) part of the information requested; or
- (c) a notice that none of the information will be provided.

As Cook Shire Council's assessment of your application will be based on the information provided, it is recommended that you provide all the information requested. In accordance with section 14.2 of the Development Assessment Rules, if you do not provide a response before the above due date (or a further agreed period), it will be taken as if you have decided not to respond to the information request and the Cook Shire Council will continue the assessment of your application without the information requested.

Please note that Council may request further advice any time before the application is decided if other matters arise as a result of public notification or further assessment of the application.

For further information, if you have a query, or to seek clarification about any of these details, please contact Council's Planning and Environment Department on (07) 4082 0500 or E-mail: mail@cook.qld.gov.au.

Yours sincerely



Lisa Miller

Manager Planning and Environment
Cook Shire Council

Annette Clare Marriott

Peter James Marriott

Cook Shire Council

Infrastructure Agreement

Road Contributions for Hurse Road

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Date

Parties

Annette Clare Marriott and Peter James Marriott (**Developer**)

Cook Shire Council (**Council**)

Background

- A The Developer intends to carry out the Development on the Land.
 - B The Developer is the Owner of the Land.
 - C The Development will require the provision of Infrastructure Contributions for road and stormwater infrastructure.
 - D The Developer and the Council have agreed to execute this document to record their agreement about the Infrastructure Contributions.
-

Agreed terms

1 Commencement

1.1 Commencement

This document commences on the date when the last party executes this document, which is to be recorded by that party in **Item 1**, and at the top of this page, at the time of execution.

1.2 Condition precedent

Despite **clause 1.1**:

- (a) the Developer is not required to comply with the Developer Obligations;
and
- (b) Council is not required to comply with the Council Obligations;
unless and until such time as the Development Approval has taken effect.

2 Infrastructure agreement

2.1 Purpose of this document

The purpose of this document is to establish the parties' rights and obligations in relation to the Infrastructure Contributions identified in the ICS.

2.2 Application of Planning Act

This document is an infrastructure agreement under the Planning Act and, in particular, under section 158 of the Planning Act.

2.3 Agreement to bind successors in title

- (a) The Developer Obligations will not be affected by a change in the ownership of the whole or any part of the Land, other than in accordance with **clause 5**.
- (b) It is the intention of the parties that the Developer Obligations will attach to the Land and be binding on the Owner and the Owner's successors in title, in accordance with section 155 of the Planning Act.
- (c) The parties acknowledge that, by signing this document, each Owner of the Land, being the Landowners, consent to the Developer Obligations attaching to the Land.

2.4 No fetter

Nothing in this document fetters the rights, powers, authorities, functions or discretions of Council, any other Approval Authority or any other government agency under the provisions of any Law.

2.5 Relationship with other documents

Nothing in this document precludes Council, any other Approval Authority, or any other government agency, from requiring infrastructure contributions under a condition of, or levying infrastructure charges in relation to, a development approval in relation to the Development.

2.6 Adverse change to planning instrument

The Developer Obligations do not depend on development entitlements that may be affected by a change to a planning instrument.

2.7 No conversion, offsets or refunds

- (a) The Developer is not entitled to any offset against, or refund of, infrastructure charges levied for the Development in relation to the Infrastructure Contributions in the ICS.
- (b) If the Developer receives any offset or refund contrary to **clause 2.7(a)**, the Developer must, within 20 Business Days of receiving the offset or refund, pay to Council the amount of the offset or refund.
- (c) The Developer and the Landowner must not make a Claim or take any other action under this document, the Planning Act or any other document or Law for the following:
 - (i) a refund (or similar) for the Infrastructure Contributions in the ICS;
 - (ii) an application to convert any Infrastructure Contribution in the ICS or similar infrastructure the subject of a condition of the

Development Approval from non-trunk infrastructure to trunk infrastructure;

- (iii) any other offset against, or refund of, infrastructure charges levied for the Development, whether in relation to the Infrastructure Contributions in the ICS or otherwise.
- (d) The Developer and the Landowner acknowledge and agree that Council can plead this document as a bar in the event the Developer or the Landowner make a Claim or takes an action for a matter stated in this **clause 2.7**.
- (e) This **clause 2.7** does not merge on termination of this document and continues in effect until Council gives the other parties a Notice waiving the benefit of this **clause 2.7**.

2.8 No Appeal rights

The parties must not commence any Claim in relation to a condition of a development approval requiring compliance with this document.

3 Parties' obligations

3.1 Developer's obligations

The Developer must:

- (a) provide the Infrastructure Contribution attributed to the Developer in accordance with the ICS; and
- (b) otherwise comply with the terms of this document.

3.2 Landowner's obligations

- (a) The Landowner must comply with the Developer Obligations (including all obligations in **clause 3.1**).
- (b) The obligations of the Landowner under this document continue and remain in force and effect, even if the Landowner ceases to be the Owner of the Land, unless and until **clause 5** is satisfied.
- (c) For the avoidance of doubt, if there are multiple Landowners, a reference in this document to the Landowner is a reference to each Landowner jointly and severally.

3.3 Council's obligations

Council must:

- (a) provide the Infrastructure Contribution attributed to it in accordance with the ICS;
- (b) accept any Infrastructure Contribution provided to it in accordance with this document; and
- (c) otherwise comply with the terms of this document.

4 Infrastructure Contributions to comply

4.1 Purpose or use of an Infrastructure Contribution

The Developer covenants and agrees that, to the extent an Infrastructure Contribution attributable to the Developer is stated or implied as having a particular purpose or use, Council:

- (a) has not made a representation or warranty that an Infrastructure Contribution is to be used for a particular purpose or use;
- (b) has no obligation to use an Infrastructure Contribution for a particular purpose or use;
- (c) does not warrant or represent that any specified or unspecified work is to be provided; and
- (d) has no obligation to monitor or follow-up the use of an Infrastructure Contribution.

4.2 Infrastructure Contributions to comply generally

An Infrastructure Contribution must be provided in accordance with the ICS.

4.3 Requirement to obtain Approvals

The Developer must, in providing any Infrastructure Contribution subject to section 157 of the Planning Act, to the extent that it applies, comply with, and provide the Infrastructure Contribution in accordance with, any and all relevant Approvals.

5 Proposed transfers of land

5.1 Restriction on the right to sell the Land

The Landowner must not sell or transfer the whole or any part of the Land unless the Landowner has first obtained:

- (a) written consent from the proposed transferee that this agreement will continue to attach to the relevant part of the Land; and
- (b) written consent from Council to the proposed transferee becoming subject to the Landowner's obligations under **clause 3.2**.

5.2 No unreasonable refusal of consent

Council must not unreasonably refuse to enter into a deed of novation sought to be entered into under **clause 5.1**.

5.3 Landowner to remain liable

In the event of the whole or any part of the Land being sold or transferred other than in accordance with **clause 5.1**, the Landowner (immediately prior to the sale or transfer) must perform and fulfil each of its obligations under this document that have not been performed and fulfilled immediately or at such other time as Council stipulates in a Notice, even if the time otherwise appointed for the performance and fulfilment of that obligation has not yet then arrived.

6 Default

6.1 Giving of Default Notice

If a party considers that another party has defaulted in respect of an obligation under this document, that party (ie the non-defaulting party) may give a Default Notice to the party considered to be in default:

- (a) specifying the default in reasonable detail; and
- (b) requesting the defaulting party to rectify the default within a reasonable period specified in the Default Notice.

6.2 Failure to comply with Default Notice

If a party receives a Default Notice and fails to comply with the Default Notice, the party that gave the Default Notice may (without limiting any of its rights) recover from the defaulting party as a liquidated debt the money it expends in giving the Default Notice.

6.3 Effect of Default Notice

- (a) If a Dispute Notice is given in relation to a default the subject of a Default Notice, there is no obligation to comply with the Default Notice until the dispute is resolved under **clause 7** or finally decided by a Court.
- (b) The giving of a Default Notice does not stay the effect of this document.
- (c) A default by one party does not prevent the other party from continuing to exercise any rights, or comply with any obligations, under this document.
- (d) A default in relation to a joint obligation of the parties does not prevent any party from continuing to exercise any rights or comply with any obligations under this document.

7 Disputes

7.1 Application of clause

This **clause 7** applies to any dispute between the parties to this document (including in relation to prior conduct of the parties or the interpretation of this document) but does not:

- (a) apply to a Claim to recover a debt; or
- (b) prevent a party from applying to a court for urgent injunctive or declaratory relief because of an emergency that endangers:
 - (i) a person's life or health;
 - (ii) a building's structural safety; or
 - (iii) the operation or safety of infrastructure.

7.2 Dispute Notices

If a dispute arises between the parties to this document, a party may give a Dispute Notice to the other party:

- (a) identifying the dispute and the facts relied on in relation to the dispute; and
- (b) stating either that:
 - (i) the parties are required to meet within 5 Business Days; or
 - (ii) a written response to the Dispute Notice is required from the other party within 10 Business Days.

7.3 Disputes about Default Notices

If a dispute relates to the issuing of a Default Notice, the resolution of the dispute must determine:

- (a) whether the Default Notice must be complied with; and
- (b) if the Default Notice must be complied with, the timeframe in which the Default Notice must be complied with; and

7.4 Initial meeting or correspondence

- (a) If a Dispute Notice is given under **clause 7.2(b)(i)**, the parties must meet, within 5 Business Days after the date the Dispute Notice is given, at Cooktown, Queensland at least once to discuss the dispute including the possible resolution of the dispute.
- (b) If a Dispute Notice is given under **clause 7.2(b)(ii)**, the recipient party must respond in writing to the Dispute Notice within 10 Business Days.

7.5 Mediation

- (a) If a meeting or written response under **clause 7.4** fails to resolve the dispute, the parties may agree to refer the dispute to mediation.
- (b) If the parties agree to refer the dispute to mediation, then the parties must either:
 - (i) appoint a mediator by agreement; or
 - (ii) if the parties are unable, within 5 Business Days of agreeing to refer the dispute to mediation, agree on a mediator to be appointed, request the President of the Queensland Law Society to make the appointment.

7.6 Determination

- (a) If any dispute notified under **clause 7.2** is not resolved within the following periods, the parties may agree, within 5 Business Days after that time period ends, to refer the dispute to an independent, appropriately qualified referee for determination:
 - (i) if the dispute was not referred to mediation – within 15 Business Days after the date the Dispute Notice was given; or
 - (ii) if the dispute was referred to mediation – within 30 Business Days after the date the Dispute Notice was given.
- (b) If the parties agree to refer the dispute to a referee determination, then the parties must either:
 - (i) appoint a referee by agreement; or

- (ii) if the parties are unable, within 5 Business Days of agreeing to refer the dispute to a referee determination, agree on a referee to be appointed, request the President of the Queensland Law Society to make the appointment.
- (c) In determining the dispute, the referee must:
 - (i) determine the process for resolution of the dispute, including whether a conference must be held and whether written submissions must be provided;
 - (ii) act fairly and impartially, and conduct the process in accordance with the requirements of procedural fairness;
 - (iii) act as an expert, not an arbitrator;
 - (iv) act expeditiously to attempt to achieve a resolution for the parties in the most cost effective manner; and
 - (v) make the determination according to law and to reflect the intent of this document.
- (d) The determination of a referee must:
 - (i) be in writing;
 - (ii) be given to both parties; and
 - (iii) contain a full statement of the reasons for the determination.
- (e) If a referee has not provided a determination within 50 Business Days of the date the Dispute Notice was given, a party may do either or both of the following:
 - (i) apply to a court for resolution of the dispute; or
 - (ii) notify the other party that it will not be bound by the referee's determination.
- (f) If a party does not, within 20 Business Days after a referee's determination is given, apply to a court to overturn or vary the determination, the determination will be final and binding on the parties.

7.7 Court proceedings for unresolved dispute

A party must not apply to a court for the resolution of a dispute unless the dispute is not resolved within:

- (a) if the dispute is not referred to mediation – 15 Business Days after the date the Dispute Notice is given;
- (b) if the dispute is referred to mediation, and is not referred to determination – 30 Business Days after the date the Dispute Notice is given; or
- (c) if the dispute is referred to determination – in accordance with **clause 7.6(e)**.

7.8 Costs of dispute

- (a) The parties must share equally all costs of any mediator or referee appointed in relation to a dispute.

- (b) However, each party must pay its own costs in connection with resolving the dispute.

8 Notices

8.1 Giving Notices

- (a) A Notice relating to this document:
 - (i) may be given by an Authorised Person of, or the solicitors for, the relevant party;
 - (ii) must be in writing; and
 - (iii) must, subject to **clause 8.1(b)**, be:
 - (A) left at the address of the addressee in Australia stated in **Schedule 1**;
 - (B) sent by prepaid ordinary post to the address of the addressee in Australia stated in **Schedule 1**;
 - (C) sent by facsimile to the facsimile number of the addressee in Australia stated in **Schedule 1**; or
 - (D) sent by email to the email address of the addressee stated in **Schedule 1**.
- (b) A party may change their address, facsimile number or email address for the giving of Notices at any time by giving Notice to the other parties.

8.2 Receiving Notices

- (a) Unless a later time is specified in it, a Notice takes effect from the earlier of the time that it is actually received, or that it is taken to be received.
- (b) A Notice delivered by hand is taken to be received:
 - (i) if delivered by 5.00pm on a Business Day – on that Business Day; or
 - (ii) otherwise – on the next Business Day.
- (c) A Notice delivered by post is taken to be received on the day when, in the ordinary course of post, it would have been delivered.
- (d) A Notice sent by facsimile is taken to be received:
 - (i) if the transmission report produced by the machine from which the facsimile was sent indicates that the facsimile was sent in its entirety to the recipient's facsimile number by 5.00pm on a Business Day – on that Business Day; or
 - (ii) otherwise – on the next Business Day.
- (e) A Notice sent by email is taken to be received:
 - (i) if the email is sent by 5.00pm on a Business Day, and the sender does not receive a computer-generated report indicating that the email was not successfully sent – on that Business Day; or
 - (ii) otherwise – on the next Business Day.

8.3 Other matters

- (a) This **clause 8** is in addition to the methods of service of notices set out in the *Property Law Act 1974* (Qld).
- (b) A party who receives a Notice is not obliged to enquire as to the authority of a person who purports to sign the Notice on behalf of a party.

9 GST

9.1 Construction

In this **clause 9**:

- (a) unless there is a contrary indication, words and expressions which are not defined in this document but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- (b) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and
- (c) references to GST payable and input tax credit entitlements include:
 - (i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and
 - (ii) GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

9.2 Consideration GST exclusive

Unless otherwise expressly stated, all consideration, whether monetary or non-monetary, payable or to be provided under or in connection with this document is exclusive of GST (**GST-exclusive consideration**).

9.3 Payment of GST

If GST is payable on any supply made by:

- (a) a party; or
- (b) an entity that is taken under the GST Law to make the supply by reason of the capacity in which a party acts,

(**Supplier**) under or in connection with this document, the recipient of the supply, or the party providing the consideration for the supply, must pay to the Supplier an amount equal to the GST payable on the supply.

9.4 Timing of GST payment

The amount referred to in **clause 9.3** must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.

9.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under **clause 9.3**.

9.6 Adjustment event

If an adjustment event arises in respect of a supply made by a Supplier under or in connection with this document, any amount that is payable under **clause 9.3** will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

9.7 Reimbursements

- (a) Where a party is required under or in connection with this document to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another party or indemnify another party in relation to such an expense, loss, liability or outgoing (**Reimbursable Expense**), the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of any input tax credits to which the other party is entitled in respect of the Reimbursable Expense.
- (b) This **clause 9.7** does not limit the application of **clause 9.3**, if appropriate, to the Reimbursable Expense as reduced in accordance with **clause 9.7(a)**.

9.8 No merger

This **clause 9** does not merge on the completion, rescission or other termination of this document or on the transfer of any property supplied under this document.

10 General

10.1 Payment of costs

Each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this document.

10.2 Duty

All duty and registration fees payable on this document, or on any instruments of transfer, agreements or other documents referred to in or contemplated by this document, must be paid by the Developer.

10.3 Indemnity

- (a) The Developer indemnifies Council against any liability, loss, damage or claim made against Council arising from the Developer's provision of an Infrastructure Contribution or non-compliance with the Developer's obligations under this document, but excluding any liability, loss, damage or claim made against Council arising from Council's actions, omissions or negligence.

- (a) Each indemnity in this document is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this document.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this document.
- (c) A party must pay on demand any amount it must pay under an indemnity in this document.

10.4 Amendment of this document

- (a) The parties may at any time agree to vary the terms of this document except this clause.
- (b) No modification, variation or amendment of this document is of any force or effect unless it:
 - (i) is in the form of a deed executed by the parties; and
 - (ii) complies with the requirements of the Planning Act.

10.5 Waiver and exercise of rights

A single or partial exercise or waiver by a party of a right relating to this document does not prevent any other exercise of that right or the exercise of any other right.

10.6 Rights cumulative

Except as expressly stated otherwise in this document, the rights of a party under this document are cumulative and are in addition to any other rights of that party.

10.7 Consents

Except as expressly stated otherwise in this document, a party may conditionally or unconditionally give or withhold any consent to be given under this document and is not obliged to give its reasons for doing so.

10.8 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this document and to perform its obligations under it.

10.9 Governing law and jurisdiction

- (a) This document is governed by and is to be construed in accordance with the laws applicable in Queensland.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

10.10 Assignment

- (a) A party must not assign or deal with any right under this document without the prior written consent of the other parties.
- (b) Any purported dealing in breach of this clause is of no effect.

10.11 Liability

An obligation of two or more persons binds them separately and together.

10.12 Entire understanding

- (a) This document contains the entire understanding between the parties as to the subject matter of this document.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this document are merged in and superseded by this document and are of no effect. No party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of this document; or
 - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

10.13 Relationship of parties

This document is not intended to create a partnership, joint venture or agency relationship between the parties.

10.14 Force Majeure

- (a) If a party is unable, by reason of any event of Force Majeure, to carry out its obligations under this document (other than obligation to pay any monetary amount), that party must give a Notice to the other parties advising of the event of Force Majeure under as soon as reasonably practicable after the event of Force Majeure.
- (b) A Notice under **clause 10.14(a)** must:
 - (i) specify the obligations that the party is unable to perform;
 - (ii) fully describe the event of Force Majeure;
 - (iii) include an estimate of the time during which the event of Force Majeure will continue; and
 - (iv) specify the measures proposed to be adopted to remedy or abate the event of Force Majeure.
- (c) If a party gives a Notice advising of an event of Force Majeure, that party's obligations that cannot be performed will be suspended during the period for which the event of Force Majeure or its effect extends, provided the party has taken all reasonable steps to remove the Force Majeure or ameliorate its effects.
- (d) If an obligation is suspended by reason of Force Majeure under this **clause 10.14**, any obligations that are contingent on that obligation are also suspended during the period for which the event of Force Majeure or its effects extends, provided the party has taken all reasonable steps to remove the Force Majeure or ameliorate its effects.

10.15 Effect of execution

This document is not binding on any party unless it has been duly executed by each person named as a party to this document.

10.16 Counterparts

This deed may be executed in counterparts. Execution by way of electronic signature and/or exchange of signed contracts by way of scanned email copies will be valid and acceptable.

10.17 Deed

This document is a deed. Factors which might suggest otherwise are to be disregarded.

11 Definitions and construction

11.1 Definitions

In this document these terms have the following meanings:

Term	Definition
Approval	A consent, permit, licence, certificate, authorisation, notice or approval under a law, or that is required under or in relation to this document.
Approval Authority	An entity or body with relevant power or authority to issue an Approval.
Authorised Person	The following: (a) for the Developer – any person Notified in writing as an authorised person by the Developer; (b) for Council – Council's chief executive officer and any lawful delegate thereof.
Business Day	The meaning given to “business day” in the <i>Acts Interpretation Act 1954</i> (Qld), for Council's local government area.
Claim	An allegation, debt, cause of action, liability claim, proceeding, appeal, suit or demand of any nature at law or otherwise, whether present or future, fixed or unascertained, actual or contingent. This includes any legal proceeding in the Planning and Environment Court or Supreme Court of Queensland.
Completion	The stage in the provision of a Works Contribution when the Works Contribution is complete, other than for a minor omission or minor defect which: (a) is not essential; (b) does not prevent the Works Contribution from being reasonably capable of being used for its intended purpose; and (c) the rectification of which will not prejudice the convenient use of the Works Contribution.

Commencement Date	The date the last party executes this document, which is to be recorded in Item 1 and at the top of page 4, at the time of execution.
Council	The entity described in Item 3 .
Council Obligations	The obligations of the Council under this document.
Developer	The persons described in Item 2 .
Developer Obligations	The obligations of the Developer under this document.
Development	The proposed development of the Land generally in accordance with the Development Approval.
Development Application	The development application made by the Developer to Council, described as being for a reconfiguration of a lot (1 lot into 3 lots) at 409 Hurse Road, Lakeland QLD 4871 (Lot 4 on SP117593) and assigned application number DA/4952.
Development Approval	Any approval of the Development Application granted by Council.
Dispute Notice	A Notice given by one party to the other under clause 7.2 .
Financial Contribution	The payment of a monetary amount for infrastructure.
Force majeure	Any of the following: (a) damage by fire, explosion, earthquake, lightning, storm, war, flood, civil commotion or act of God; (b) legal proceedings (actual or threatened); (c) bad weather; (d) industrial disputes; or (e) a combination of these or any other cause, matter or thing beyond the control of the affected party.
ICS	The infrastructure contribution schedule in Schedule 2 .
Infrastructure Contribution	A contribution for infrastructure, including: (a) a Financial Contribution; (b) a Land Contribution; and (c) a Works Contribution.
Item	An item in Schedule 1 .
Land	The land described in Item 4 .

Land Contribution	The provision of land (including any interest in, or licence over, land) for infrastructure.
Landowner	The Owner of the Land as at the Commencement Date, being the persons described in Item 5 , and any successors in title for the Land or any part of the Land.
Law	Any statute, regulation or subordinate legislation of the Commonwealth, the State of Queensland, or any local or other government in force in the State of Queensland, irrespective of where enacted.
Lot	The meaning given in the <i>Land Title Act 1994</i> (Qld).
Notice	Any certificate, demand or notice to be given by a party under this document.
Owner	The meaning given in the Planning Act, for an owner of land.
Planning Act	The <i>Planning Act 2016</i> (Qld).
Proposed Transferee	A person to whom any part of the Land is proposed to be sold or transferred.
Road Works Contribution Plan	The plan in Schedule 3 marked 'Plan 1 - Road Works Contribution Plan'.
Stormwater Works Contribution Plan	The plan in Schedule 3 marked 'Plan 2 - Stormwater Works Contribution Plan'.
Works Contribution	The undertaking of works for infrastructure, including any materials or services required for that infrastructure.

11.2 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to the disadvantage of a party because that party drafted, put forward or would benefit from any term;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation, entity and a government agency;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

- (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
- (v) a right includes a benefit, remedy, discretion or power;
- (vi) time is to local time in the Council's local government area;
- (vii) "\$" or "dollars" is a reference to Australian currency;
- (viii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
- (ix) writing includes:
 - (A) any mode of representing or reproducing words in tangible and permanently visible form, including fax transmission; and
 - (B) words created or stored in any electronic medium and retrievable in perceivable form.
- (x) this document includes all schedules and annexures to it;
- (xi) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document; and
- (xii) in the ICS, an "item" is to an item in the ICS;
- (g) a term that is used, but not defined in, this document, will, unless the context otherwise requires, have the meaning given to it by (in the following descending order):
 - (i) the Planning Act; or
 - (ii) its ordinary meaning;
- (h) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day; and
- (i) headings do not affect the interpretation of this document.

Schedule 1

Agreement Details

Item	Description	Details
1	Commencement Date	
	Date	<i>[to be inserted above by the last party to execute this document]</i>
2	Developer	
	Name	Annette Clare Marriott and Peter James Marriott
	Address	[insert]
	Postal address	[insert]
	Phone	[insert]
	Email	[insert]
3	Council	
	Name	Cook Shire Council
	Address	10 Furneaux Street, Cooktown QLD 4895
	Postal address	PO Box 3, Cooktown QLD 4895
	Phone	(07) 4082 0500
	Email	mail@cook.qld.gov.au
4	Land	
	Address	409 Hurse Road, Lakeland QLD 4871
	Lot and plan description	Lot 4 on SP117593

Schedule 2

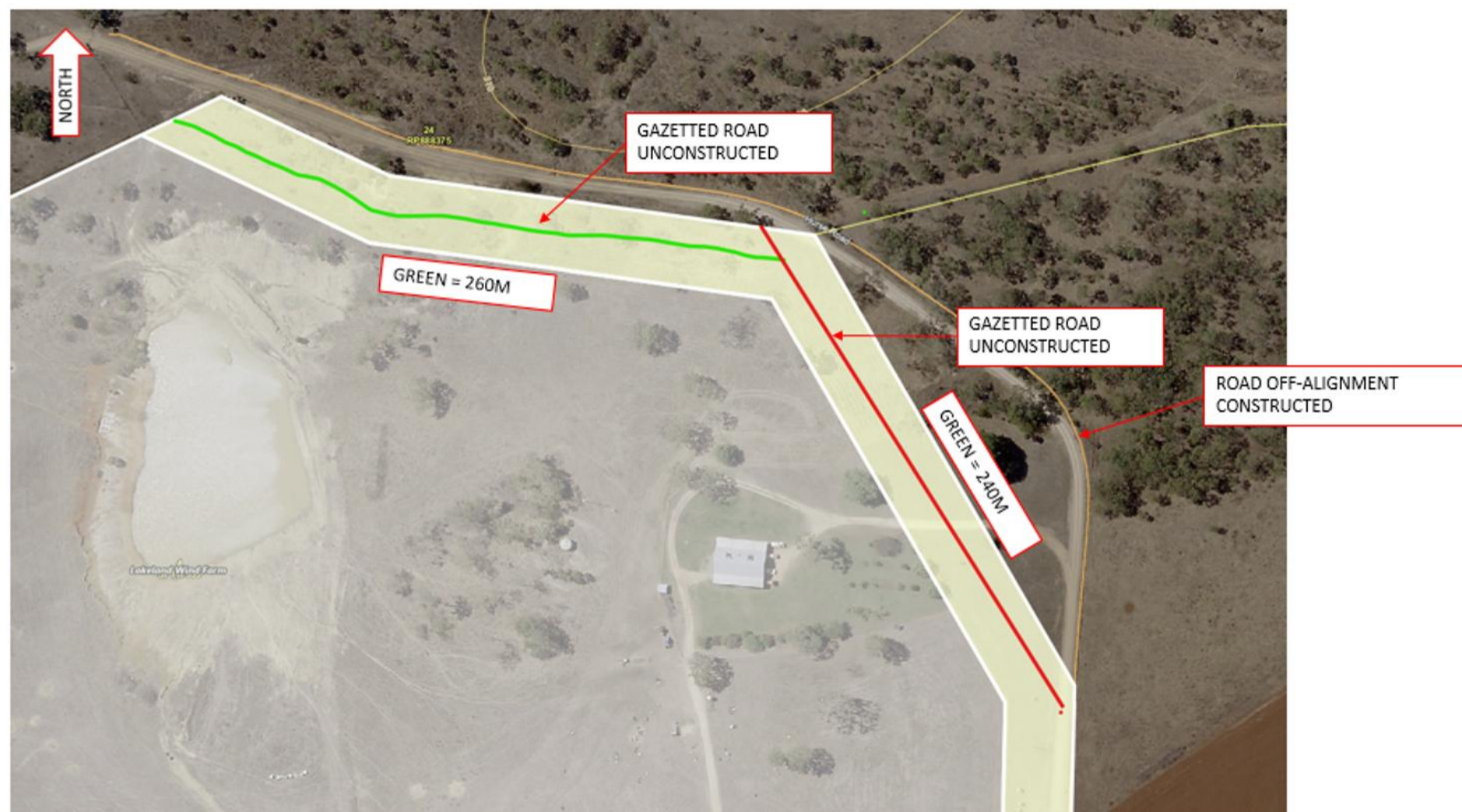
Infrastructure Contribution Schedule (ICS)

Column 1 Item	Column 2 Infrastructure Contribution	Column 3 Description of Infrastructure Contribution	Column 4 Timing of provision of Infrastructure Contribution	Column 5 Provider of Infrastructure Contribution	Column 6 Recipient of Infrastructure Contribution
1	Hurse Road Work Contributions				
1.1.1	Works Contribution for road works to Hurse Road	Provision of a Works Contribution: (a) comprising the provision of road infrastructure, as non-trunk infrastructure, required to provide access for the Development and realigned access to Lot 24 on RP888375; (b) on an alignment to be marked by Council using GPS technology and provided to the Developer, which must be within the gazetted road reserve indicated by the yellow shaded area, and generally on the alignment shown in red and green, on the Road Works Contribution Plan; and (c) generally in accordance with the FNQROC Development Manual.	The Works Contribution must be provided: (a) after any Development Approval taking effect; and (b) prior to the registration, by Titles Queensland, of the first Plan of Subdivision for the Development; and (c) before 30 November 2026; or (d) as agreed in writing between the parties.	Developer	Council
1.1.2	Works Contribution for waterway crossing (including stormwater culvert)	Provision of a Works Contribution: (a) comprising the provision of a waterway crossing (including stormwater culvert), as non-trunk infrastructure, required to convey stormwater under the road to be provided in accordance with item 1.1.2 below; (b) generally in the location marked "culvert location" on the Stormwater Works Contribution Plan; and (c) generally in accordance with the FNQROC Development Manual.	The Works Contribution must be provided: (a) after Completion of the Works Contribution at Item 1.1.1 above; and (b) before 30 November 2026; or (c) as agreed in writing between the parties.	Council	Council

Schedule 3

Plans

Plan 1 – Road Works Contribution Plan



Plan 2 – Stormwater Works Contribution Plan



Execution

Executed as a deed

Signed sealed and delivered)
by **Annette Clare Marriott** in the)
presence of:)

.....
Witness

.....
Name of Witness (print)

Signed sealed and delivered)
by **Peter James Marriott** in the)
presence of:)

.....
Witness

.....
Name of Witness (print)

Executed for and on behalf of the)
Cook Shire Council in the presence)
of:)

.....
Authorised officer

.....
Witness

.....
Name of authorised officer (print)

.....
Name of witness (print)