

Sanctuary Cove resort Act 1985 Buildings Units and Group Titles Act 1980 Building Units and Group Titles Regulations 1998

## NOTICE OF EXTRAORDINARY GENERAL MEETING OF THE SANCTUARY COVE PRIMARY THOROUGHFARE BODY CORPORATE

Notice of business to be dealt with at the EXTRAORDINARY GENERAL MEETING of the Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201, to be held at Meeting Room 1, Sanctuary Cove Body Corporate Services, Sanctuary Cove, QLD 4212, on Thursday 27<sup>th</sup> June 2024 10:00AM

A proxy form and a voting paper have been included to give you the opportunity to be represented at the meeting. Please read the attached General Instructions, to ensure that all documents are completed correctly as failure to do so may jeopardise your entitlement to vote.

#### **INDEX OF DOCUMENTS**

- 1. NOTICE AND AGENDA OF MEETING
- 2. INSTRUCTIONS FOR VOTING
- 3. PROXY FORM
- 4. VOTING [MOTIONS FROM AGENDA]

The following agenda sets out the substance of the motions to be considered at the meeting. The full text of each motion is set out in the accompanying Voting Paper. An explanatory note by the owner proposing a motion may accompany the agenda.

If you are not attending the meeting in person, please take the time to complete and return the voting paper to the reply address below or submit a valid proxy to the PTBC Secretary prior to the meeting.

Sanctuary Cove Body Corporate Services Pty Ltd, for the Secretary

Reply To
PO Box 15, SANCTUARY
COVE
QLD, 4212

Sanctuary Cove Resort Act 1985 Building Units and Group Titles Act 1980 Building Units and Group Titles Regulations 1998

## NOTICE OF THE EXTRAORDINARY GENERAL MEETING OF Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201

#### Notice of business to be dealt with at the EXTRAORDINARY GENERAL MEETING of the Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201, to be held at Meeting Room 1, Sanctuary Cove Body Corporate Services, Sanctuary Cove, QLD 4212, on Thursday 27<sup>th</sup> June 2024 10:00AM

To avoid delaying commencement of the meeting, it would be appreciated if proxies and voting papers could be received by this office at least 24 hours prior to the meeting. However, proxies and voting papers will be accepted prior to the commencement of the meeting.

#### AGENDA

1. Attendance record including admittance of proxies and voting papers

- 2. Quorum
- 3. Financial Status
- 4. Recording of the Meeting
- 5. Motion
  - 1. Approval of PTBC EGM Minutes held 29th February 2024
  - 2. Approval of PTBC EGM Minutes held 24<sup>th</sup> April 2024
  - 3. Approval of PTBC EGM VOC Minutes 26<sup>th</sup> April 2024
  - 4. Rescind Motion 3 April PTBC EGM Village Gates and Road Upgrade
  - 5. Engagement of Lawyer to advise on dispute with Hydro Vision
  - 6. Removal of two trees between Lot 83 & Lot 91 to enable Energex power & FTTH comms services to be installed.
  - 7. Approval of the engagement of TEW to undertake the supply and installation of electrical infrastructure works as required by Energex.
  - 8. PTBC to requests the Directors for the Company, move to instruct the Company Secretary (SCCSL), to commence recruitment of an Independent Director and Chair
  - 9. PTBC rejects the motion of the PBC EGM held 30<sup>th</sup> May 2024, seeking to remove Mr Stephen Anderson from the SCCSL board.
  - 10. PTBC approves the lease of the Ventrac Diesel Tractor with mulching equipment to control the Corella population.
  - 11. PTBC partially surrender Easement B on SP236703 as far as it encumbers Lot 52 SP327424, Lot 58 SP314518 and Lot 83 on SP320252

6. Correspondence for Information – See PTBC EC booklet

No	Date	From	То	Regarding
1	26 April 2024	вссма	РТВС	Amendment to SCRA – Section 55
2	7 May 2024	РТВС		Lot 90 – Decision Notice regarding Bamboo and large trees on GC
3	7 May 2024	РТВС	Resident in Banksia Lakes	Lot 45 – Request for Tuckeroos
4	21 May 2024	PBC Chairperson		Request to rescind Motion 3 from PTBC EGM held on April 2024

#### Correspondence for Action

No	Date	From	То	Regarding
1	27 June 2023	MBA Lawyers	PBC EC	Amending Section 56 advice

#### 7. Business Arising

1. Asset Improvement Programme Update

- 8. General Business
- 9. Closure of Meeting
- 10. Next meeting on Thursday 29th August 2024 at 10:00am

#### GENERAL INSTRUCTIONS EXTRAORDINARY GENERAL MEETING NOTICE

#### **INTERPRETATIONS**

Section 39 of the Sanctuary Cove Resort Act 1985 sets out the following interpretations for

**VOTING RIGHTS** Any powers of voting conferred by or under this part may be exercised

- (a) in the case of a proprietor who is an infant-by the proprietor4s guardian.
- (b) in the case of a proprietor who is for any reason unable to control the proprietor4s propertyby the person who for the time being is authorised by law to control that property:
- (c) in the case of a proprietor which is a body corporate-by the person nominated pursuant to section 38 by that body corporate.

Part 3, Section 22 of the Sanctuary Cove Resort Act 1985, sets out the following interpretation for:

#### **SPECIAL RESOLUTION**

'Special Resolution' means a resolution, which is:

(a) passed at a duly convened general meeting of the principal body corporate by the members whose lots (whether initial lots, secondary lots, group title lots or building unit lots) have an aggregate lot entitlement of not less than 75% of the aggregate of all lot entitlements recorded in the principal body corporate roll.

Part 3, Division 2B, 47D of the Sanctuary Cove Act 1985, sets out the following for proxies for General meetings of the Principal Body Corporate.

#### APPOINTMENT OF PROXY

- (a) must be in approved form; and
- (b) must be in the English language; and
- (c) cannot be irrevocable; and
- (d) cannot be transferred by the holder of the proxy to a third person; and
- (e) lapses at the end of the principal body corporate4s fiscal year or at the end of a shorter period stated in the proxy; and
- (f) may be given by any person who has the right to vote at a general meeting; and
- (g) subject to the limitations contained in this division, may be given to any individual; and
- (h) must appoint a named individual

# Proxy form for Body Corporate meetings

Building	Units and	Group	Titles Act 1980
----------	-----------	-------	-----------------

Section 1 – Body co	orporate secretary details
Name: Address of scheme:	The Secretary C/- Sanctuary Cove Primary Thoroughfare Body Corporate, PO Box 15, SANCTUARY COVE, 4212
Section 2 – Authori	
body corporate to fu attach separate shee I/we	
Name of owr	ner 1:
Signature:	Dated:/
Name of owr	ner 2:
	prietor/s of the following Lot/s
Lot number/s:	Plan number:
Name of Body Corpo	orate:
hereby appoint,	
Proxy (full name):	
[] The body c [] All body co [] All body co financial y appointme	rote on my/our behalf <i>(including adjournments)</i> at (please tick <u>one</u> ) orporate meeting to be held on// rporate meetings held before// <i>(expiry date)</i> rporate meetings held during the rest of the body corporate's rear unless I/we serve you with a prior written withdrawal of the ent u with a prior written withdrawal of the appointment of Proxy.
Signature of proxy h	older:Dated: /
Residential address:	
Suburb:	
Postal address:	
Suburb:	State:Postcode:

#### **Information about Proxies**

#### This page is for information only and not part of the prescribed form.

Lot Owners can appoint a trusted person as their representative at meetings, to vote in ballots or represent them on the committee. This person is your proxy.

To authorise a proxy, you must use the prescribed form and deliver it to the owner's corporation secretary. If appointing a Power of Attorney as a proxy, you should attach a copy of the Power of Attorney.

Proxies automatically lapse 12 months after the form is delivered to the secretary unless an earlier date is specified.

Proxies must act honestly and in good faith and exercise due care and diligence. Proxies cannot transfer the proxy to another person.

A Lot Owner can revoke the authorisation at any time and choose to vote on a certain issue or attend a meeting.

It is illegal for someone to coerce a Lot Owner into making another person their proxy.

Owners' corporations must keep the copy of the Proxy authorisation for 12 months.

#### **VOTING PAPER**

#### Extraordinary General Meeting for Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201

Location of meeting:	Meeting Room 1, Sanctuary Cove Body Corporate Services	
	Shop 1A, Masthead Way, Sanctuary Cove, QLD 4212	
Date and time of meeting:	Thursday 27 <sup>th</sup> June 2024 – 10:00am	

#### Instructions

If you want to vote using this voting paper, then *circle or tick* either YES, NO or ABSTAIN opposite each motion you wish to vote on. You may vote for as few or as many motions as you wish. It is not necessary to vote on all motions.

# After signing the completed voting paper, forward it promptly to the Secretary at the address shown at the end of the agenda.

#### MOTIONS

1 Approval of PTBC EGM Minutes held 29 <sup>th</sup> February 2024 OI (Agenda Item 5.1)	RDINARY RESOLUTION
Proposed by: Statutory Motion	
<b>THAT</b> the Minutes of the PTBC Extraordinary General Meeting held on 29 <sup>th</sup>	Yes
February 2024 be accepted as a true and correct record of the proceedings of meeting.	No
	Abstain

2 Approval of PTBC EGM Minutes held 24 <sup>th</sup> April 2024 (Agenda OR Item 5.2)	DINARY RESOLUTION
Proposed by: Statutory Motion	
<b>THAT</b> the Minutes of the PTBC Extraordinary General Meeting held on 24 <sup>th</sup> April	Yes
2024 be accepted as a true and correct record of the proceedings of the meeting.	No
	Abstain

# 3 Approval of PTBC EGM VOC Minutes 26<sup>th</sup> April 2024 (Agenda Item 5.3)

#### Proposed by: Statutory Motion

**THAT** the VOC Minutes of the PTBC Extraordinary General Meeting held on 26<sup>th</sup> April 2024 be accepted as a true and correct record of the proceedings of the meeting.

#### 4 Rescind Motion 3 – April PTBC EGM - Village Gates and Road Upgrade (Agenda Item 5.4)

Proposed by: PBC Representative

**THAT** the PTBC EGM notes and accepts to rescind motion 3 (below), which was passed at the PTBC EGM meeting held on 24<sup>th</sup> of April 2024:

**THAT** acknowledging the need to align the proposed project works, the PTBC agrees that Mulpha Developments will take on project management responsibilities for the roadworks upgrade of the area, encompassing paving, kerbing, and civil components formerly managed by the PTBC. All costs associated with these works, as mutually agreed upon, will be appropriately allocated and on charged to the PTBC by Mulpha Developments at cost price. Note: The landscaping aspect of the project will be executed by the PTBC upon the project's completion.

# Vac

103	
No	
Abstain	

**ORDINARY RESOLUTION** 

# Yes No Abstain

**ORDINARY RESOLUTION** 

#### 5 Engagement of Lawyer to advise on dispute with Hydro Vision (Agenda Item 5.5)

#### Proposed by: PTBC Chairperson

#### (Select only one option)

OPTION A – Committee Recommendation

**THAT** the PTBC authorises the engagement of Colin Biggers and Paisely to advise on a dispute that has arisen with a contractor, HydroVision, with initial fees estimated to be around \$3,000 plus GST (to be split 70/30 between the PBC and PTBC) but expenditure approved up to the amount of \$3,000 plus GST with funds to be expensed from Sinking Fund – 222601 Irrigation Control.

#### OPTION B

**THAT** the PTBC authorises the engagement of Marino Law to advise it on a dispute that has arisen with a contractor, Hydro Vision, with initial fees estimated to be between \$1,000 - \$1,500 plus GST (to be split 70/30 between the PBC and PTBC) but expenditure approved up to the amount of \$3,000 plus GST with funds to be expensed from Sinking Fund – 222601 Irrigation Control.

#### 6 Removal of two trees between Lot 83 & Lot 91 to enable Energex power & FTTH comms services to be installed (Agenda Item 5.6)

Proposed by: PTBC Chairperson

**THAT** the PTBC agrees to the removal of two trees located on the interface boundary between residential development land Lot 83 SP320252 and primary thoroughfare Lot 91 RP205597 to enable Energex and FTTH comms services to be installed in the standard services alignment of 0mm to 900mm from the interface boundary as shown in attachments – Annexure A.

**ORDINARY RESOLUTION** 

Yes

No

Abstain

Yes	
No	
Abstain	

Yes	
No	
Abstain	

#### **ORDINARY RESOLUTION**

#### Approval of the engagement of TEW to undertake the supply and installation of electrical infrastructure works as required by Energex (Agenda Item 5.7)

Proposed by: PTBC Chairperson

**THAT** the PTBC EGM approve the engagement of TEW to undertake the supply and installation of electrical infrastructure works as required by Energex. Costs are to be apportioned between the PBC 70% \$222,778.80 Inc GST and PTBC 30% \$95,476.63 Inc GST with funds to be expensed from Sinking Fund – 222601 Irrigation Control.

FURTHER THAT, it is noted that due to the contractor's responsibility for the engineering and submission of the electrical application to Energex, only one (1) quote was sourced. Therefore, approves the reduction in the mandated number of quotes to be obtained from three (3) to one (1).

#### 8 **ORDINARY RESOLUTION** PTBC to request that the Directors for the Company, move to instruct the Company Secretary (SCCSL) to commence recruitment of an Independent Director and Chair (Agenda Item 5.8)

Proposed by: PTBC Chairperson

**THAT** the PTBC, as a 50% shareholder in Sanctuary Cove Community Services Limited (the Company), requests that the PTBC Directors to propose the Company Secretary propose a motion to immediately commence the process of recruiting an Independent Director and Chair.

**FURTHER THAT** the Company Shareholders Agreement outlines the necessary qualifications for the role of Independent Director and Chair. The position will be advertised in the Australian Newspaper, Gold Coast Bulletin and on Seek. All enquiries and applications should be addressed to the Company Secretary in confidence. Directors will conduct final interviews and recommend the preferred candidate to the shareholders.

ORDINARY	RESOL	UTION
		011011

Yes No Abstain

Yes	
No	
Abstain	

### 9 PTBC rejects the motion of the PBC EGM held 30<sup>th</sup> May 2024, seeking to remove Mr Stephen Anderson from the SCCSL board (Agenda Item 5.9)

**ORDINARY RESOLUTION** 

Proposed by: PTBC Chairperson

**THAT** the PTBC rejects the motion of the PBC EGM held on the 30<sup>th of</sup> May 2024, which seeks to remove Mr Stephen Anderson from the Sanctuary Cove Community Services Limited (Company) Board and requests the PBC withdraw the motion.

**FURTHER THAT** the PTBC wishes to move a vote of confidence in the integrity, honesty, and ongoing support of Mr Stephen Anderson in his role as PTBC Chair, along with Mr Barry Teeling as Directors of the PTBC to the Board of the Company.

\_\_\_\_\_

# 10 PTBC approves the lease of the Ventrac Diesel Tractor with ORDINARY RESOLUTION mulching equipment to control the Corella population (Agenda Item 5.11)

Proposed by: PTBC Chairperson

**THAT THE** PTBC authorises the Manager to proceed with the Lease of a Ventrac Diesel tractor with mulching attachments to assist with additional measures in the control of the Corellas at Sanctuary Cove. This would add to the proposed program by Biodiversity.

The cost per month over a four-year lease period will be \$1,859.95 / month (non). At the end of the four years the lease will end, equipment returned or upgraded. The lease will be held by the Sanctuary Cove Golf and Country Club Pty Ltd. The outright purchase of the Ventrac Tractor 4520 would be \$75,989.10.

The Sanctuary Cove Golf and Country Club will provide the necessary labour, fuel, and maintenance costs. Should the mulching deck need to be replaced due to heavy wear and damage, the PTBC and the SC Golf and Country Club will jointly undertake to find a solution to fund a replacement deck.

Since 2019, the PTBC has spent \$99,279 (ex) or \$16,546 per year and the results have been limited. This combined program is a two-pronged attack, which targets the pest's food source.

It is expected that the Corella maintenance program with Biodiversity will cost \$23,738 and the lease of the Ventrac tractor mulcher - \$22,319– Total cost 2024/2025 - \$46,057 (ex).

Yes	
No	
Abstain	

	Yes	
e	No	
-	Abstain	

#### PREAMBLE:

#### Background

Easement B was created in 2011 in the below referenced lots in former golf course land for the PTBC to maintain the easement of the land for the purpose of ensuring the high standard of aesthetic appearance of the entrance to Sanctuary Cove Village.

Ownership of the subject lots has reverted to Mulpha Sanctuary Cove (Developments) Pty Ltd (MSCD) and will be developed into residential precincts in the next few years. MSCD has undertaken to maintain the easement land as per attached letter from MSCD dated.

# 11PTBC partially surrender Easement B on SP236703 as far asRESOLUTION WITHOUTit encumbers Lot 52 SP327424, Lot 58 SP314518 and Lot 83DISSENTon SP320252 (Agenda Item 5.12)DISSENT

Proposed by: PTBC Chairperson

	Yes	
THAT the PTBC resolve by resolution without dissent that:	No	
(a) the PTBC partially surrender Easement B on SP236703 insofar as it encumbers Lot 52 on SP327424, Lot 58 on SP314518 and Lot	Abstain	
83 on SP320252; and		
(b) the PTBC sign and provide all documents necessary to surrender Easement B on SP236703 insofar as it encumbers Lot 52 on SP327424, Lot 58 on SP314518 and Lot 83 on SP320252, including:		
<ul> <li>Form 10 partial surrender of Easement B on SP236703 insofar as it applies to Lot 52 on SP327424 to Sanctuary Cove Golf and Country Club Holdings Limited.</li> </ul>		
<ul> <li>(ii) Form 10 partial surrender of Easement B on</li> <li>SP236703 insofar as it applies to 58 on SP314518</li> <li>and Lot 83 on SP320252 to Mulpha Sanctuary Cove</li> <li>(Developments) Pty Ltd; and</li> </ul>		
(c) a copy of this resolution to lodge with each Form 10.		

#### GTP: 201 Lot Number: Unit Number:

I/We require that this voting paper, completed by me/us be recorded as my/our vote in respect of the motions set out above.

Name of voter: \_\_\_\_\_

Signature of vote: \_\_\_\_\_

Date: \_\_\_\_\_

# MOTION INFORMATION

#### MINUTES OF PTBC EXTRAORDINARY GENERAL MEETING

#### For Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201

Location of meeting:	Meeting Room 1, Sanctuary Cove Body Corporate Services, Sanctuary
	Cove, QLD 4212
Date and time of meeting:	Thursday 29 <sup>th</sup> February 2024
	1:21pm – 1:27pm
Chairperson:	Mr Stephen Anderson

#### ATTENDANCE

#### The following members were Present at the Meeting:

Position: Chairperson Member Name: Mulpha Sanctuary Cove Investments Pty Ltd Lot 6 Rep: Mr Stephen Anderson

Position: Ordinary Member Name: Principal Body Corporate GTP 202 Rep: Mr Stuart Shakespeare

#### The following members were represented at the meeting by voting paper & In Person:

#### The following members present by Voting Paper:

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 10 Rep: Mr Paul Sanders Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 20 Rep: **Mr Paul Sanders** Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 51 Rep: Mr Paul Sanders Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 52 SP 301179 Rep: Mr Paul Sanders Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 52 SP 327424Rep: Mr Paul Sanders Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 53 Rep: **Mr Paul Sanders** Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 54 Rep: **Mr Paul Sanders** Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 58 Rep: **Mr Paul Sanders** Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Rep Lot 16: **Mr Paul Sanders** Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 1 Rep: Mr Paul Sanders

#### The following members were represented at the meeting by Proxy:

Position: Ordinary Member Name: Mulpha Sanctuary Cove Hotel Investments Pty Limited Lot 31 Rep: Mr Barry Teeling to Stephen Anderson

Position: Ordinary Member Name: Mulpha Sanctuary Cove Hotel Investments Pty Limited Lot 32 Rep: Mr Barry Teeling to Stephen Anderson

Position: Ordinary Member Name: Mulpha Sanctuary Cove Hotel Investments Pty Limited Lot 38 Rep: Mr Barry Teeling to Stephen Anderson

#### Present by Invitation:

Mr Dale St George, Secretary Ms Jodie Cornish, Minute Taker

#### **Apologies:**

### Mr Barry Teeling Mr Paul Sanders - Paul Sanders was in attendance from 12pm for the meeting scheduled, however had to depart before meeting commenced at 1:21pm.

A quorum was present. Nil Conflict of Interest. The Meeting was not recorded.

#### MOTIONS

1 Approval of PTBC EGM Minutes held 9 <sup>th</sup> February 2024 (Agenda Item 5.1)		CARRIED
Proposed by: Statutory Motion		
<b>THAT</b> the Minutes of the PTBC Extraordinary General Meeting held on 9 <sup>th</sup>	Yes	4

<b>THAT</b> the Minutes of the PTBC Extraordinary General Meeting held on 9 <sup>st</sup>			
February 2024 be accepted as a true and correct record of the proceedings of the meeting.	No	0	
	Abstain	0	

Members Name	Yes	No	Abstain
Stephen Anderson	Х		
Paul Sanders	Х		
Barry Teeling	Х		
Stuart Shakespeare	Х		

2	PTBC instructs the Company (SCCSL) to source an	CARRIED
	Independent Director for the SCCSL Board (Agenda Item	
	5.2)	
Drop	and by DTDC Chairparson	

Proposed by: PTBC Chairperson

THAT the PTBC requests the Board of the Company (SCCSL) to propose a motion	Yes
to advertise externally for the appointment of an Independent Director to the Board of SCCSL and Subsidiaries. This action will commence by issuing	No
correspondence to the Company (SCCSL) by the PTBC Secretary.	Abstai

Yes	3
No	1
Abstain	0

Members Name	Yes	No	Abstain
Stephen Anderson	Х		
Paul Sanders	Х		
Barry Teeling	Х		
Stuart Shakespeare		Х	

Proposed by: PBC Secretary

**THAT** the PTBC agrees to the pricing changes to the Strata Corporation Price Schedule which reflects either a reduction in pricing or maintaining the current pricing as a result of the proposed Strata Manager Services Agreement renewal between StrataMax and SCCSL.

#### Managing Agent:

Service	Existing	New	Comments
StrataMax Fee	\$1,000 p/annum	\$1,000 p/annum	No change
Level 1 Support	\$120 p/hour	\$120 p/hour	No Change
Infrastructure Support	\$160 p/hour	\$160 p/hour	No Change
Project Management	\$160 p/hour	\$160 p/hour	No Change
Level 2/3 Support	\$160 p/hour	\$160 p/hour	No Change
Specialised Consultancy	\$200 p/hour	\$200 p/hour	No Change
Ongoing Training	\$160 p/hour or	\$160 p/hour or \$1,000	No Change
	\$1,000 full day	full day	
Full Service	\$160 p/hour	\$160 p/hour	No Change
Software Conversion	\$160 p/hour	\$160 p/hour	No Change

#### StrataMax:

Service	Existing	New	Comments
StrataMax Licence Fee	Standard Fee: \$15.95	Standard Fee: \$17.80	New agreement
	lot p/annum in advance	p/annum in advance lot p/annum in advance	
	Alternate Fee: \$15.95	Alternate Fee: \$14.50	p/annum reduced by
	lot p/annum in advance	lot p/annum in advance	9.1%

#### Strata Pay:

Service	Existing	New	Comments
Aust Post – p/payment	Standard Fee: \$3.00	Standard Fee: \$3.00	New Agreement has
	Alter Fee: \$1.60	Alter Fee: \$0.95	(\$0.65) 41% reduction
BPAY – p/payment	Standard Fee: \$1.60	Standard Fee: \$1.60	in transaction fees
	Alter Fee: \$1.60	Alter Fee: \$0.95	currently applied to
IVR – p/payment	Standard Fee: \$1.60	Standard Fee: \$1.60	owner payments made
	Alter Fee: \$1.60	Alter Fee: \$0.95	through the StrataPay
Web – p/payment	Standard Fee: \$1.60	Standard Fee: \$1.60	Levy Collection System
	Alter Fee: \$1.60	Alter Fee: \$0.95	
Cheque payment –	Standard Fee: \$1.60	Standard Fee: \$1.60	-
p/payment	Alter Fee: \$1.60	Alter Fee: \$0.95	
Direct Debit – p/payment	Standard Fee: \$1.60	Standard Fee: \$1.60	-
	Alter Fee: \$1.60	Alter Fee: \$0.95	
EFT – p/payment	Standard Fee: \$1.60	Standard Fee: \$1.60	
	Alter Fee: \$1.60	Alter Fee: \$0.95	
C/C & Merch Fee - % of the	<b>S/F</b> : Visa 1.65%	S/F: Visa 1.65%	No Change
payment amount	A/F: Visa 1.65%	A/F: Visa 1.65%	
	S/F: M/Card 1.65%	S/F: M/Card 1.65%	No Change
	A/F: M/Card 1.65%	A/F: M/Card 1.65%	
	<b>S/F:</b> Amex 2.40%	S/F: Amex 1.65%	0.75% Absolute
	<b>A/F</b> : Amex 2.40%	<b>A/F</b> : Amex 1.65%	Reduction
	<b>S/F:</b> Diner 2.65%	S/F: Diner 2.65%	No Change
	A/F: Diner 2.65%	A/F: Diner 2.65%	
Dishonour or rejected	\$35.00	\$35.00	No Change
StrataPay payables	<b>S/F:</b> \$0.55	<b>S/F:</b> \$0.55	No Change
	A/F: Free	A/F: Free	

#### StrataCash:

Service	Existing	New	Comments	
Period Payment Fee	\$2.20 per payment	\$2.20 per payment	No Change	
Period Payment Est	\$15.00 per est	\$15.00 per est	No Change	
Manual Intervention of	\$10.00 per occasion	\$10.00 per occ		
Bureau Processing				

4

0

0

Yes

No

Abstain

Members Name	Yes	No	Abstain
Stephen Anderson	Х		
Paul Sanders	Х		
Barry Teeling	Х		
Stuart Shakespeare	Х		

# Proposed amendment to Section 56 of SCRA and authorisation to sign the draft deed (Agenda Item 5.4)

WITHDRAWN

Proposed by: Mulpha Representative SC Hotel Investments Lot 31, 32 & 38

**THAT** the PTBC supports the wording of the proposed amended Section 56 of the Sanctuary Cove Resort Act (SCRA) and authorises the PTBC to sign the draft deed as per attachment 1. The proposed wording of the amended Section 56 is as follows:

Yes	
No	
Abstain	

56 Occupier's right to use thoroughfares

- (1) Subject to the application of any primary thoroughfare by-law or any secondary thoroughfare by-law, only persons who:
  - a) Are members of the Principal Body Corporate; or
  - b) Have a lawful right to:
    - *i.* be on land contained in the General Residential Zone; or
    - ii. be on land contained in the Golf Course Zone, have a right of way over the primary thoroughfare and the secondary thoroughfare.
- (2) A primary thoroughfare by-law or a secondary thoroughfare by-law that, but for this subsection, would have the effect of unreasonable restricting the persons permitted in subsection (1) from having access to or access from the land referred to in subsection (1)(b) will have no force or effect unless the person for the time being entitled to occupy that land consents in writing to that restriction.
- (3) For the purposes of this section, where land is the subject of a registered mortgage, the mortgagee shall be deemed to be a person who lawfully occupies that land.

#### NOTE: The Chairperson withdrew the motion until the following meeting.

Members Name	Yes	No	Abstain
Stephen Anderson			
Paul Sanders			
Barry Teeling			
Stuart Shakespeare			

# Next meeting Wednesday 24<sup>th</sup> April 2024 @ 12:30pm

Meeting Closed at 1:27pm

Chairman .....

### MINUTES OF PTBC EXTRAORDINARY GENERAL MEETING

#### For Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201

Location of meeting:	Meeting Room 1, Sanctuary Cove Body Corporate Services, Sanctuary
	Cove, QLD 4212
Date and time of meeting:	Wednesday 24 <sup>th</sup> April 2024
	10:00am – 10:07am
Chairperson:	Mr Stephen Anderson

#### ATTENDANCE

#### The following members were Present at the Meeting:

Position: Chairperson Member Name: Mulpha Sanctuary Cove Investments Pty Ltd Lot 6 Rep: Mr **Stephen Anderson** Position: Ordinary Member Name: Mulpha Sanctuary Cove Hotel Investments Pty Limited Lot 31 Rep: Mr Barry Teeling Position: Ordinary Member Name: Mulpha Sanctuary Cove Hotel Investments Pty Limited Lot 32 Rep: Mr Barry Teeling Position: Ordinary Member Name: Mulpha Sanctuary Cove Hotel Investments Pty Limited Lot 38 Rep: Mr Barry Teeling Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 10 Rep: **Mr Paul Sanders** Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 20 Rep: **Mr Paul Sanders** Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 51 Rep: Mr Paul Sanders Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 52 SP 301179 Rep: Mr Paul Sanders Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 52 SP 327424Rep: Mr Paul Sanders Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 53 Rep: Mr Paul Sanders Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 54 Rep: Mr Paul Sanders Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 58 Rep: **Mr Paul Sanders** Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Rep Lot 16: Mr Paul Sanders Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 1 Rep: **Mr Paul Sanders** 

#### The following members were represented at the meeting by voting paper & In Person:

#### The following members present by Voting Paper:

Position: Ordinary Member Name: Principal Body Corporate GTP 202 Rep: Mr Stuart Shakespeare

#### The following members were represented at the meeting by Proxy:

#### **Present by Invitation:**

Mr Dale St George, Secretary Ms Jodie Cornish, Minute Taker Mrs Cheryl McBride – PBC representative

#### **Apologies:**

Mr Stuart Shakespeare

A quorum was present. Nil Conflict of Interest. The Meeting was not recorded.

#### MOTIONS

1	Approval of PTBC EGM Minutes held 29 <sup>th</sup> February 2024	ORDINARY RESOLUTION
	(Agenda Item 5.1)	WITHDRAWN

Proposed by: Statutory Motion

**RESOLVED** that the Minutes of the PTBC Extraordinary General Meeting held on 29<sup>th</sup> February 2024 be accepted as a true and correct record of the proceedings of the meeting.

Yes	
No	
Abstain	

# NOTE: Withdrawn to amend Paul Sanders was in attendance from 12pm for the meeting scheduled, however had to depart before meeting commenced at 1:29pm.

Members Name	Yes	No	Abstain
Stephen Anderson			
Paul Sanders			
Barry Teeling			
Stuart Shakespeare			

2	Approval of PTBC EGM VOC Minutes 20 <sup>th</sup> March 2024	ORDINARY RESOLUTION
	(Agenda Item 5.2)	CARRIED

Proposed by: Statutory Motion

<b>RESOLVED</b> that the VOC Minutes of the PTBC Extraordinary General Meeting held	Yes	4	
on 20 <sup>th</sup> March 2024 be accepted as a true and correct record of the proceedings of the meeting.	No	0	
	Abstain	0	

## Village Gates and Road Upgrade (Agenda Item 5.3)

### ORDINARY RESOLUTION CARRIED

Proposed by: Statutory Motion

3

**RESOLVED** that acknowledging the need to align the proposed project works, the PTBC agrees that Mulpha Developments will take on project management responsibilities for the roadworks upgrade of the area, encompassing paving, kerbing, and civil components formerly managed by the PTBC. All costs associated with these works, as mutually agreed upon, will be appropriately allocated and on charged to the PTBC by Mulpha Developments at cost price.

è	Yes	3
	No	1
d n	Abstain	0

Note: The landscaping aspect of the project will be executed by the PTBC upon the project's completion.

Members Name	Yes	No	Abstain
Stephen Anderson	Х		
Paul Sanders	Х		
Barry Teeling	Х		
Stuart Shakespeare		Х	

4	PTBC instructs the Company (SCCSL) to source an O Independent Director for the SCCSL Board (Agenda Item 5.4)	RDINARY R	ESOLUTIO CARRIE	
Propose	ed by: PTBC Chairperson			
RESOLV	<b>FD</b> that the PTRC requests the Board of the Company (SCCSL) to propose a	Yes	3	

**RESOLVED** that the PIBC requests the Board of the Company (SCCSL) to propose a motion to advertise externally for the appointment of an Independent Director to the Board of SCCSL and Subsidiaries. This action will commence by issuing correspondence to the Company (SCCSL) by the PTBC Secretary.

Э	Yes	3	
1	No	1	
	Abstain	0	

Members Name	Yes	No	Abstain
Stephen Anderson	Х		
Paul Sanders	Х		
Barry Teeling	Х		
Stuart Shakespeare		Х	

# Next meeting Thursday 27<sup>th</sup> June 2024 @ 10:00am

Meeting Closed at 10:07am

Chairman .....

## MINUTES OF EXTRAORDINARY GENERAL MEETING VOTING OUTSIDE COMMITTEE MEETING OF THE PRIMARY THOROUGHFARE BODY CORPORATE

Location of meeting: Voting Outside Committee meeting Date and time of meeting: Friday 26<sup>th</sup> April 2024 Meeting start time: 4:05pm Meeting finish time: 4:10pm

#### Attendance

The following Committee members were present by voting paper:

Position: Chairperson Member Name: Mulpha Sanctuary Cove Investments Pty Ltd Rep: Mr Stephen Anderson

Position: Ordinary Member Name: Mulpha Sanctuary Cove Developments Pty Limited Rep: Mr Barry Teeling

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Rep: Mr Paul Sanders

#### Quorum

A Quorum was present for this meeting.

#### MOTIONS

1	Approval for the commissioning of SANDMAP to complete scope of further works associating with mapping the profile and depths of the catchment lakes located within Sanctuary	ORDINARY RESOLUTION
	Cove.	CARRIED
Propos	sed by: PTBC Secretary	

THAT the PTBC EGM approves the commissioning of SANDMAP, to complete the<br/>scope of work of the lake system and water management system within the<br/>Sanctuary Cove Golf Course at a cost of \$41,000 (ex gst).Yes3No0Abstain0

- mobilisation, EMP, JSEA and WMS Preparation
- Probing 10-20m nominal grid for 24 catchment lakes
- Reporting and drafting outcomes

#### Two quotes were sourced:

SANDMAP - \$41,000 (ex gst) Marine & Earth Sciences - \$46,725 (ex gst)

Chairperson: \_\_\_\_

#### Hi Jodie

Can you please ensure this is on the agenda for the next PTBC meeting?

Cheers

Steve

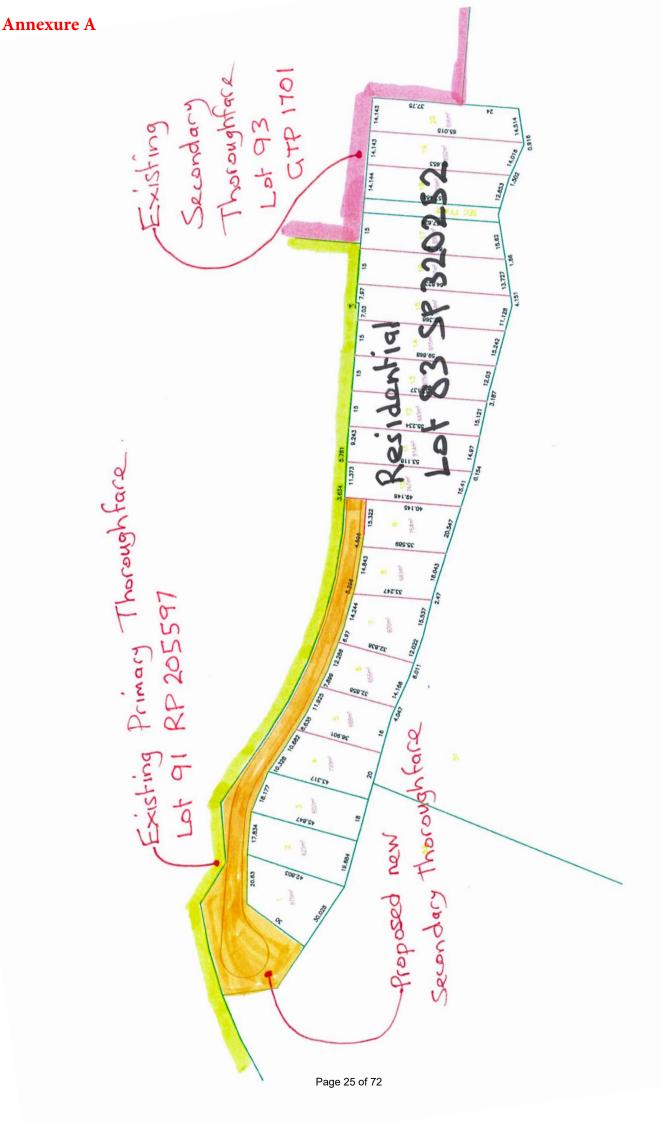
From: stuart@shakespeares.info <stuart@shakespeares.info>
Sent: Tuesday, May 21, 2024 5:14 PM
To: barry.teeling@mulpha.com.au
Cc: sjandos001@gmail.com; Cheryl.McBride@teamleisure.com; Jodie.Syrett@scove.com.au
Subject: Village Gate Relocation Project-

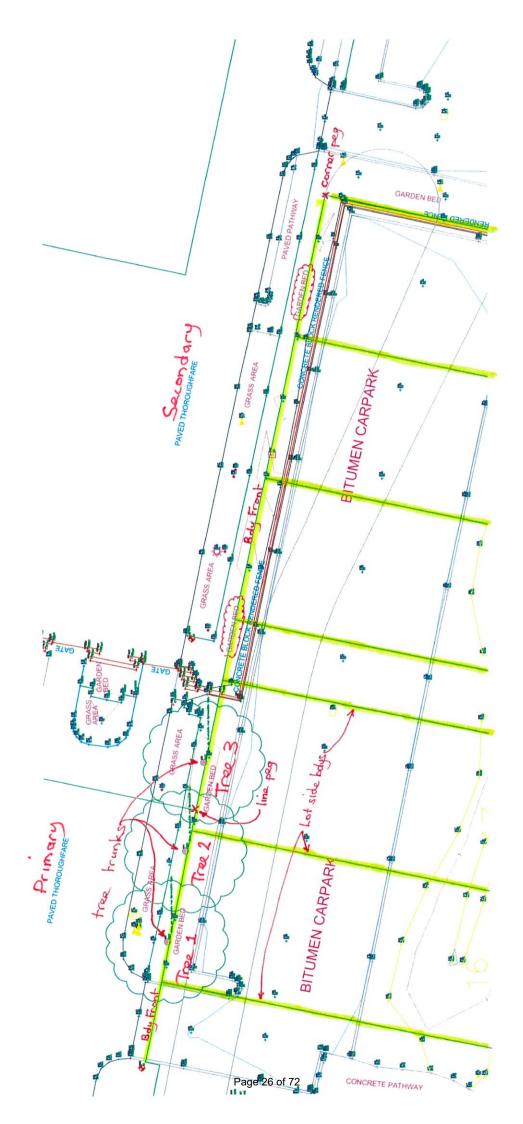
Hi Barry

As a follow up on your statement at the 8 May community information event, I confirm on behalf of the PBC, that Mulpha will be bearing all costs related to the village gate relocation project.

The April PTBC EGM Motion 3 needs to be rescinded at the forthcoming PTBC EGM, to accord with this commitment.

Regards Stuart Shakespeare PBC Chairperson





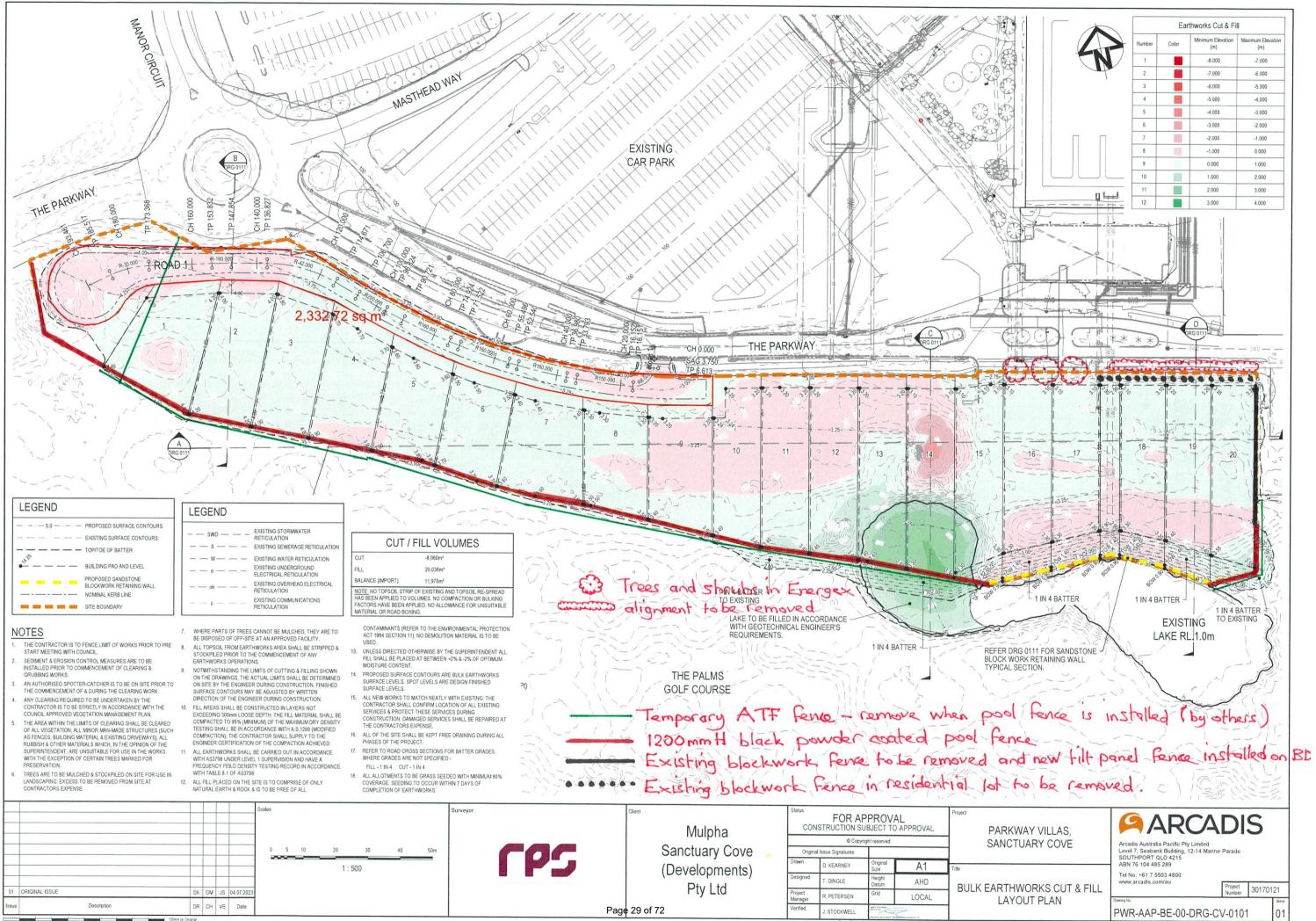
#### Jeff Ray

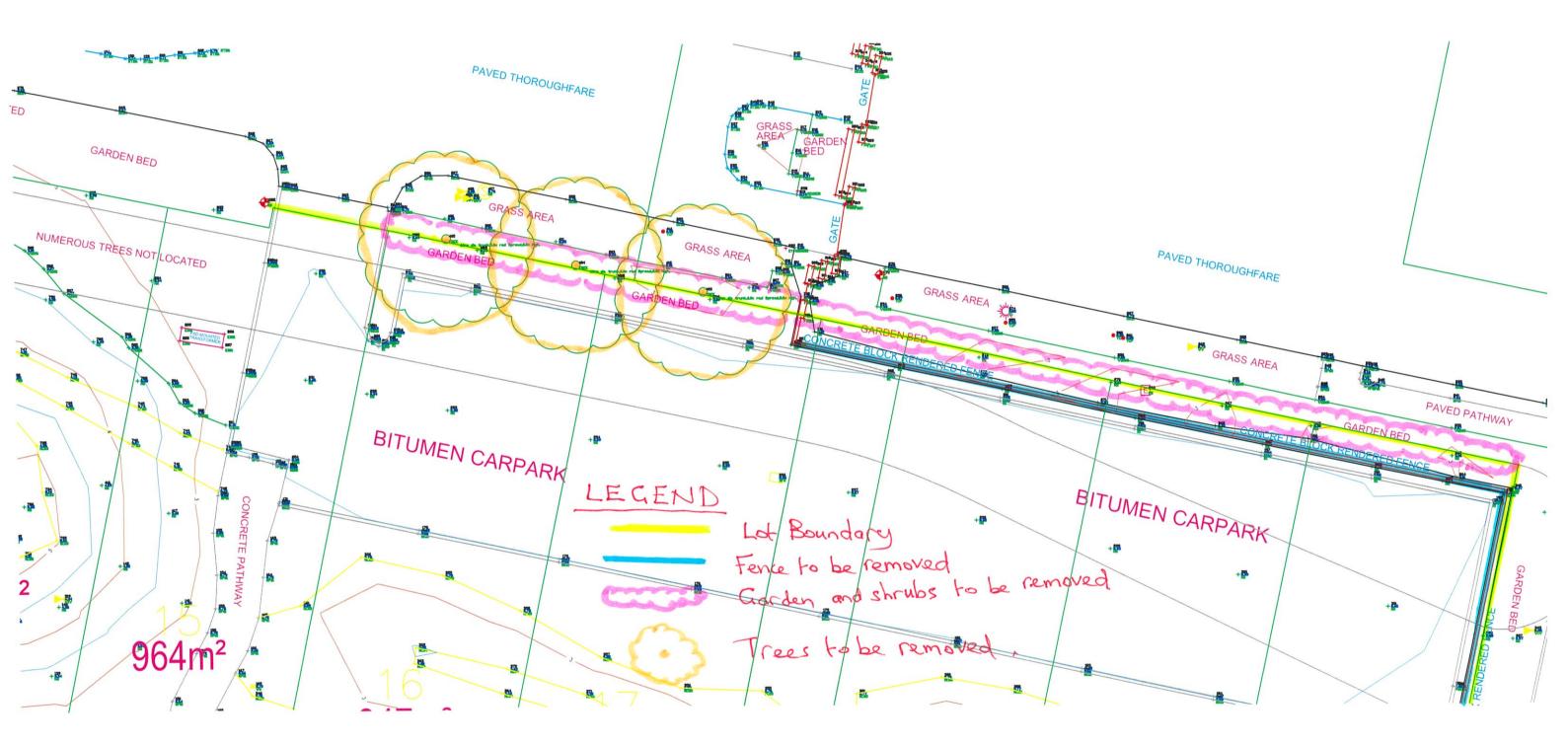
From: Sent: To: Jeff Ray Thursday, 2 May 2024 12:18 PM Jeff Ray

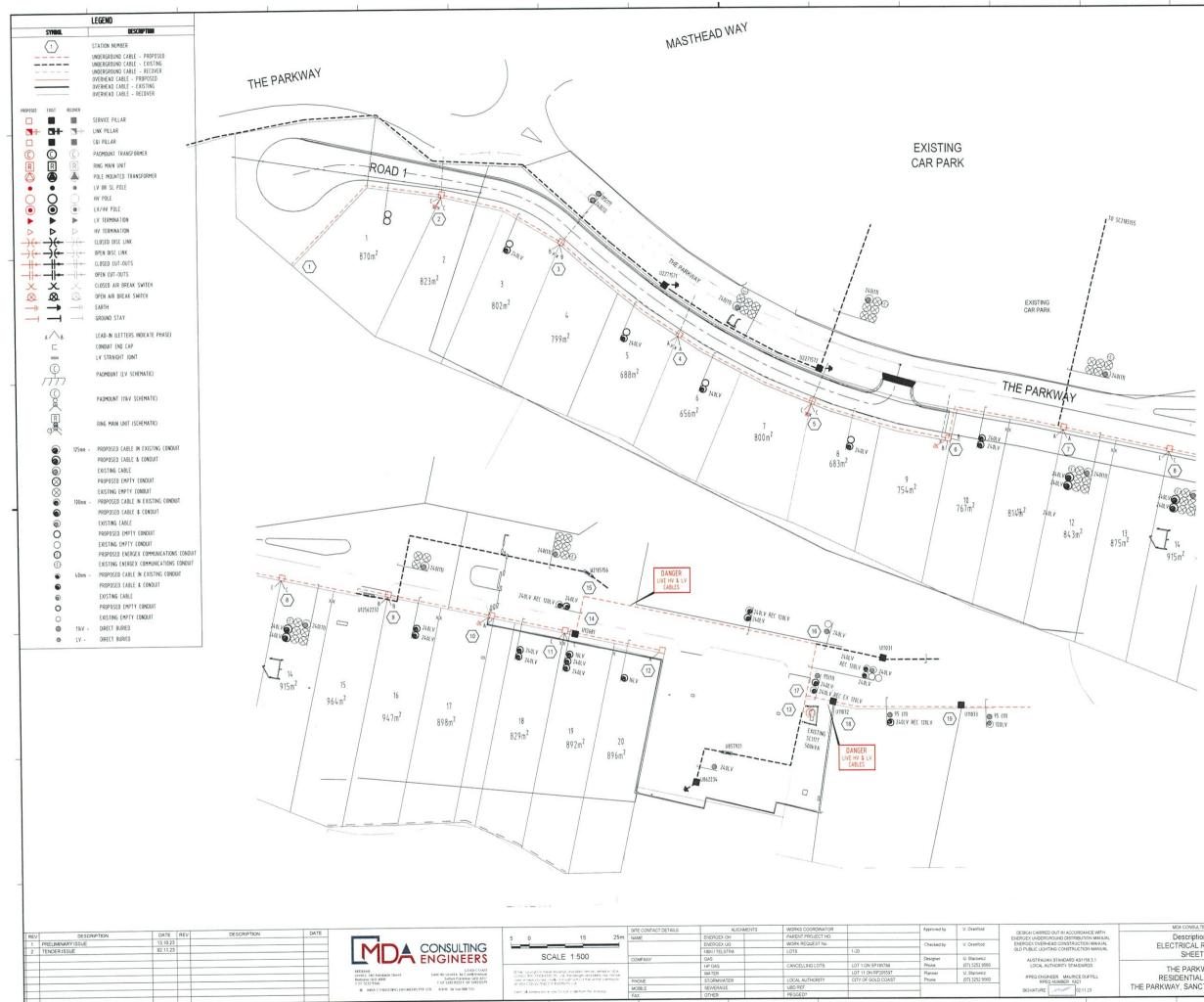


Treer lacated on boundary between Lot 83 SP 320252 (residential development land) and primary thorough force Lot 91 on RP 205597

LOCAL AUTHORITY	POLE ALIGNMENT	<b>U/G ALIGNMENT</b>	SITUATION	DRAWING REI	F. COMME	NTS
		SOUTH	ERN			
SCENIC RIM REGIONAL	COUNCIL					
	3.0m centre from RP Align	0-0.9m from RP Align	For footpaths 4.0m min	R-02		
		(with Gas & Telecom)	wide	R-03		
REDLAND CITY COUNCIL	2.95m centre from RP Align	0-0.9m from RP Align (preferably low side)	For all footpath widths	R-RSC-9		
LOGAN CITY COUNCIL	3.075m centre from RP Align	0-0.75m from RP Align	For footpaths min 3.5m wide	8-00392,8-00393		
CITY OF GOLD COAST COUNCIL	Streetlight Pole Only ≥ 0.7 m from face of kerb ≥ 1.0 m from face of kerb at intersections	0-0.9m from RP Align (includes Telecom & Cable TV)	For footpaths 4.5-6.0m wide and rural residential	02-005		
			For RURAL sub-arterial	00.005		
that alignments fo	3m centre from RP Align are provided as a guide only a r electricity reticulation and str s duplicated in the Overhead D	eet lighting works are ap	pproved by the relevant Cou		ions. Project Mana	gers shall ens
that alignments fo	are provided as a guide only a r electricity reticulation and str	eet lighting works are ap	puncils from time to time, a pproved by the relevant Cou	nd for special locat	ions. Project Mana	gers shall ens
that alignments fo	are provided as a guide only a r electricity reticulation and str	eet lighting works are ap	puncils from time to time, a pproved by the relevant Cou	nd for special locat		Ŵ
that alignments fo This information is	are provided as a guide only a r electricity reticulation and str	eet lighting works are ap Design Manual Section 2 UNDERGR	OUND DISTRIBUTION CONSTR	nd for special locat Incil.	APP'D R. English DATE 10/10/2008	
This information is This information is 0. Noel	are provided as a guide only a r electricity reticulation and str s duplicated in the Overhead D were a compared on the Overhead D © COPYRIGHT 20	eet lighting works are ap Design Manual Section 2 UNDERGR UNDERGR 19 ENERGEX	Duncils from time to time, a oproved by the relevant Cou Subsection 9. OUND DISTRIBUTION CONSTR DRKS TION & REINSTATEME	nd for special locat incil.	APP'D R. English	W0 6229-A SECTION SU
This information is This information is 03/07/2018 Noel	are provided as a guide only a r electricity reticulation and str s duplicated in the Overhead D	UNDERGR UNDERGEX of be reproduced hout written	OUND DISTRIBUTION CONSTR	UCTION MANUAL	APP'D R. English DATE 10/10/2008	W0 6229-A SECTION SU

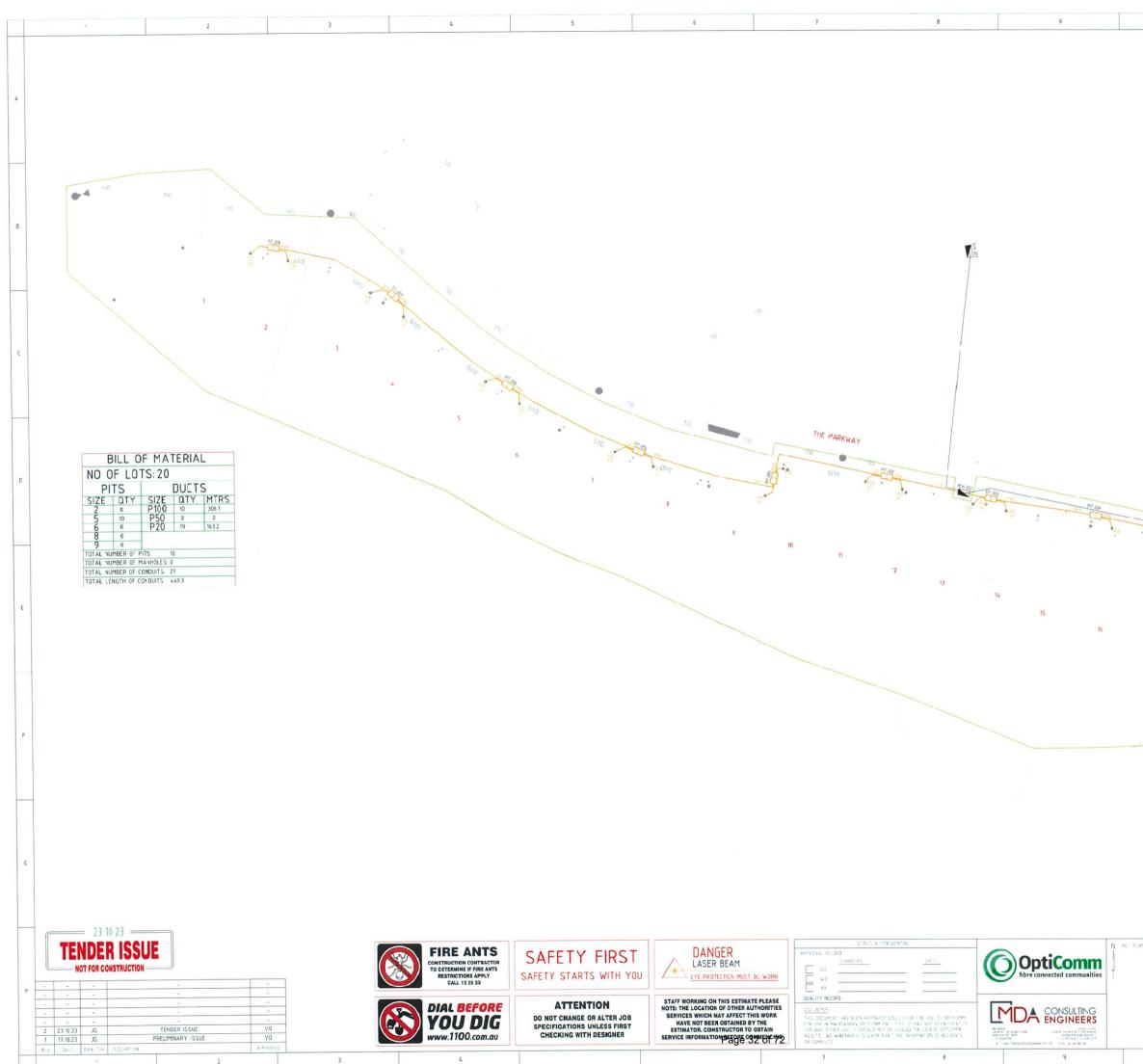




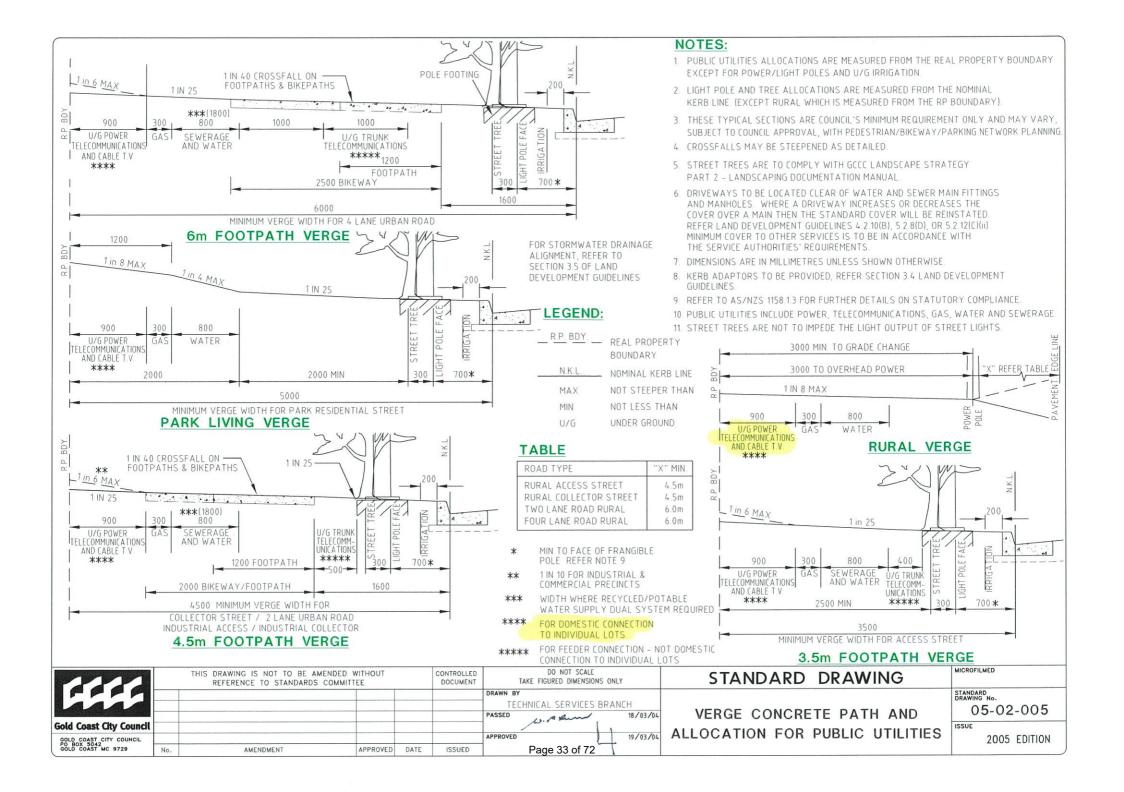




	TENDER NOT FOR CO	IJJUL	
MDA CONSULTING ENGINEERS	WORKSPLANS VERSION - 7	DRAWING SIZE - A1	NORTH
Description of works ELECTRICAL RETICULATION SHEET 1 OF 3	ENERGEX PROJECT No. S2900476	MDA PROJECT NO.	
THE PARKWAY VILLAS RESIDENTIAL SUBDIVISION THE PARKWAY, SANCTUARY COVE QLD 4212	IN ASSOCIATION WITH	SHEET NO.	REVISION 2



	10	1'			12	
AN DECEMPTON N 19 20 N 19 20	(5)			1		
AN DECEMPTON N 19 20 N 19 20						
AN						A
AN						
AN						
AN						
AN						
AN						0
AN						
AN						
AN						
AT The Parkwy fills The Parkwy Stattary Care 01.0 - 2122 P1 and P2p Design Table 1.0 Control 1.00 The Parkwy Stattary Care 01.0 - 2122 P1 and P2p Design Table 1.0 Control 1.00 Statt 1.0 Control 1.00 Statt 1.0 Control 1.00 Statt 2.0 F 2.						с
AT The Parkwy fills The Parkwy Stattary Care 01.0 - 2122 P1 and P2p Design Table 1.0 Control 1.00 The Parkwy Stattary Care 01.0 - 2122 P1 and P2p Design Table 1.0 Control 1.00 Statt 1.0 Control 1.00 Statt 1.0 Control 1.00 Statt 2.0 F 2.						
AT The Parkwy fills The Parkwy Stattary Care 01.0 - 2122 P1 and P2p Design Table 1.0 Control 1.00 The Parkwy Stattary Care 01.0 - 2122 P1 and P2p Design Table 1.0 Control 1.00 Statt 1.0 Control 1.00 Statt 1.0 Control 1.00 Statt 2.0 F 2.						
AT The Parkwy fills The Parkwy Stattary Care 01.0 - 2122 P1 and P2p Design Table 1.0 Control 1.00 The Parkwy Stattary Care 01.0 - 2122 P1 and P2p Design Table 1.0 Control 1.00 Statt 1.0 Control 1.00 Statt 1.0 Control 1.00 Statt 2.0 F 2.						
AT The Parkwy fills The Parkwy Stattary Care 01.0 - 2122 P1 and P2p Design Table 1.0 Control 1.00 The Parkwy Stattary Care 01.0 - 2122 P1 and P2p Design Table 1.0 Control 1.00 Statt 1.0 Control 1.00 Statt 1.0 Control 1.00 Statt 2.0 F 2.						
AN						D
AN						
AT The Parkey Vilas The Parkey Vilas The Parkey Vilas The Parkey Sanctury Core OLD 1272 Pit and Pipe Design State OLD 1272 Pit and Pipe Design Pit and Pipe D	PIL-BN /	717-601				-
AR 17 18 19 20 19 10 10 10 10 10 10 10 10 10 10		AND A DECEMBER OF THE OWNER OWNE	1	7	MINLOOI	
19 20 20 20 20 20 20 20 20 20 20	CMS			$\mathbb{N}$		E
19 20 20 20 20 20 20 20 20 20 20						
AN DRAWD TILE The Parkvay Yillas The Parkvay Yillas The Parkvay Sanctary Core QLD +212 Pit and Pipe Design State QLD RUDA MGA56 (14 - 544 - 41% - PRO CET NO - CAURY THA 2019-010 STATE DECITING 2 OF 2 2	13	19				
AN	o		20			
AN						
AN						F
AN			j			
AN						_
AN						
AN						G
The Parkway Xillas           The Parkway Sanctuary Cove QLD 4212           Pit and Pipe Design           STATE QLD         RUDAN         MGA56           STATE QLD         STATE QLD         AUDAN         MGA56           STATE QLD         STATE QUED ADDA         QUE QUE QUE QUE QUE QUE QUED ADDA         STATE QUED ADDA						
The Parkway Xillas           The Parkway Sanctuary Cove QLD 4212           Pit and Pipe Design           STATE QLD         RUDAN         MGA56           STATE QLD         STATE QLD         AUDAN         MGA56           STATE QLD         STATE QUED ADDA         QUE QUE QUE QUE QUE QUE QUED ADDA         STATE QUED ADDA						
The Parkway Xillas           The Parkway Sanctuary Cove QLD 4212           Pit and Pipe Design           STATE QLD         RUDAN         MGA56           STATE QLD         STATE QLD         AUDAN         MGA56           STATE QLD         STATE QUED ADDA         QUE QUE QUE QUE QUE QUE QUED ADDA         STATE QUED ADDA						-
Pit and Pipe Design         9200%         MGA56           51x16         0LD         9200%         MGA56           51xx           X24         -           9005511%0         -          X24         -           55425         2019-010              55425         554211/No         2017-010         2	AN		GRAWING TITLE The Parkway Villa The Parkway Sani	as ctuary Cove QLD 4212		
CA         CAH         ADA           DED_ECTIND         -           CADELTING         2019-0-10           SCALE         SHLETING           1500         2			Pit and Pipe Desig	gn	MGA56	_ н
5141E 541ET NO 2 OF 2 2			- A23			
			CADRUE NOR 2019-	SHEET NO	₽: J 2	
	10			2 UF 2		



DISTRIBUTION: CSC	ATTACHMENTS: 1	<b>DATE:</b> May 2024
installation of electrical infrastruc	prove the engagement of TEW to u cture works as required by Energes 80 Inc GST and PTBC 30% \$95,476 22601 Irrigation Control.	. Costs are to be apportioned
submission of the electrical appli	e to the contractor's responsibility cation to Energex, only one (1) que andated number of quotes to be o	ote was sourced. Therefore,

### Objective

To engage TEW to complete the electrical infrastructure works, as approved by Energex, in preparation for the electrical connection for the Class A Water Project. This includes the installation of a pad mount transformer on a raised platform, construction of a concrete pit, and the under bore installation across the road for conduits, ensuring compliance with Energex specifications and current flood level requirements.

#### Background

Initially, TEW was engaged by the principal contractor, Hydro Vision, to manage the electrical engineering component of the Class A Water Project. Since the Energex connection was not included in the tendered/contracted works, a variation to the contract was always necessary.

Recognising TEW's expertise and existing involvement in the electrical aspect of the project, a meeting was convened to determine the optimal approach for handling this additional aspect of the project. It was collectively agreed that it would be in the best interest of the overall project for Hydro Vision to manage this aspect of the project in conjunction with TEW, leading to the issuance of Variation 3 to facilitate its execution.

Unfortunately, delays resulting from external factors beyond the control of the PBC/PTBC led to the lapse of Energex application in November 2023. In response to these circumstances, it was considered prudent to directly engage TEW for the application and infrastructure works component, thereby streamlining the process for all involved parties.

Subsequently, the design and application have since been resubmitted. Energex provided design approval April 2024 and advised that the necessary works can now proceed in preparation for the Energex transformer installation and connection. It is anticipated that these works will be finalised and ready for connection August/September 2024.

#### Scope of works

Pad mount Transformer Installation: Due to current Q100 flood levels, the transformer is to be installed on a raised platform 1.5m from ground level. Installation of a raised PMT (Pad Mount Transformer) site inclusive of the following as per approved Energex design,

- Retaining walls,
- Fencing,
- Site Earthing,
- Site Reinstatement.
- Supply of materials
- Supply of labour and machinery
- Install sand backfill once pad mount transformer is energised by Energex.
- Install pad mount transformer concrete surround.

Concrete Pit: Energex has requested a concrete pit, which involves substantial additional costs. *Despite efforts to negotiate, Energex did not approve any alternatives*.

- Installation of a Type 3 cable pit as per Energex Specifications.
- Supply of materials
- Supply of labour and machinery

Under Bore Installation: Energex requires an under bore across Caseys Road for the installation of conduits.

- Electrical under bore on Casey's Road.
- Installation as per Energex conduiting and compliance.
- Works to be undertaken at nighttime.
- Supply of Traffic control and appropriate permits.

Electrical and civil design in accordance with Energex standards and specifications

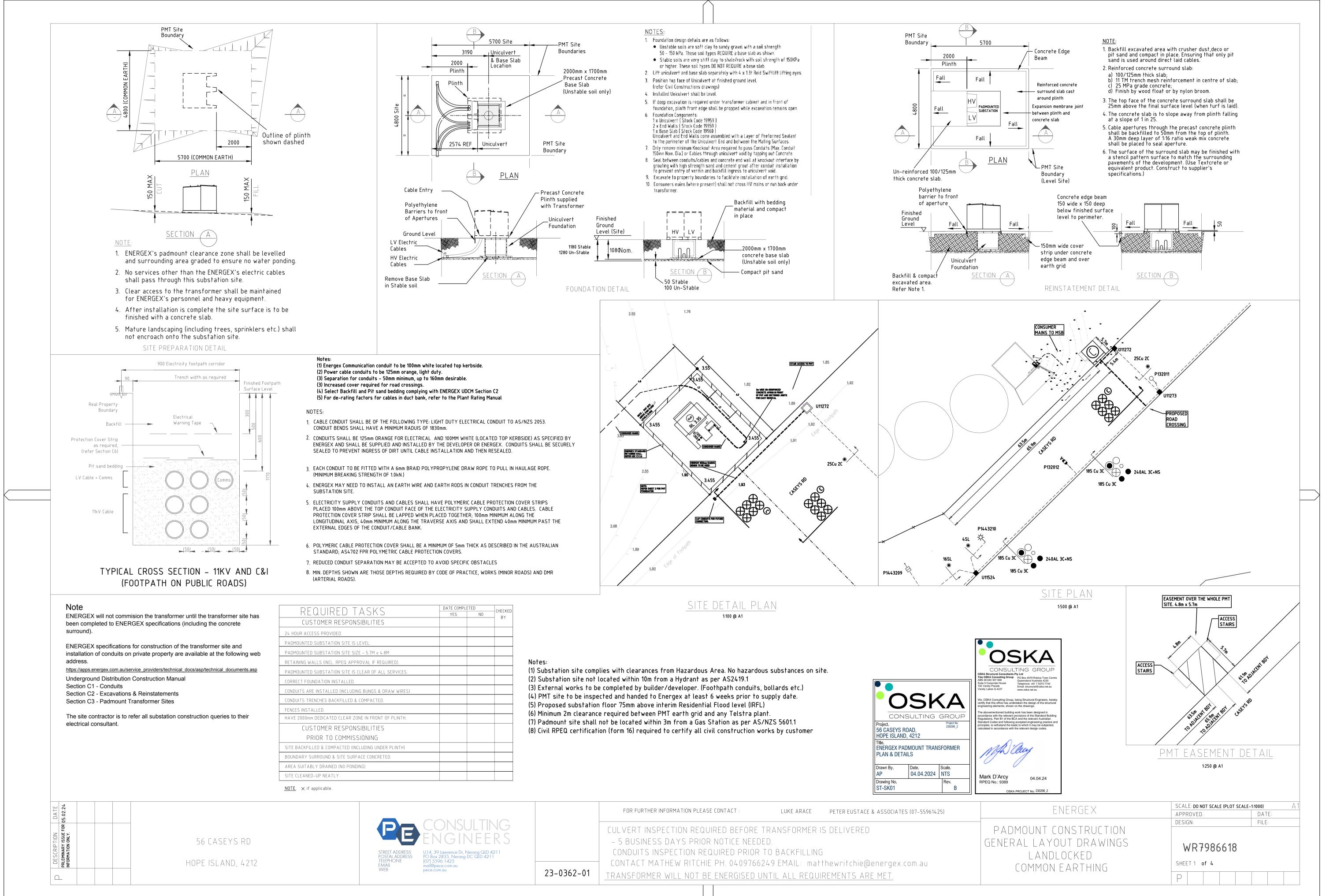
- IFC and as-constructed drawing submission
- RPEQ certification.
- Site surveying.
- Legal and title lodgement with the Land Title Office.

#### Pricing

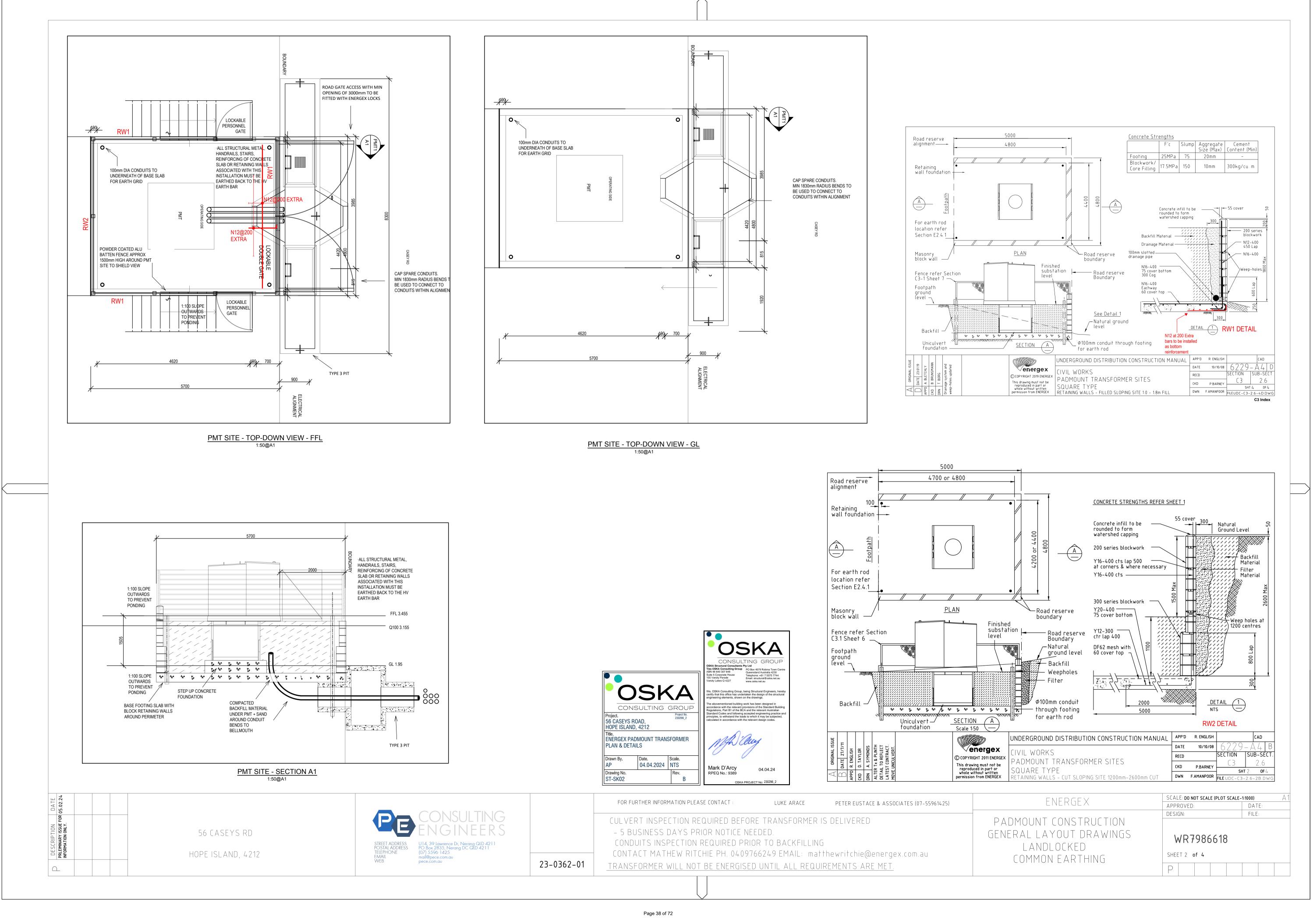
DESCRIPTION	Total ex GST
Raised PMT site	\$115,385.00
Type 3 Cable Pit	\$91,885.00
Electrical Design	\$34,545.00
Electrical Under Bore	\$42,535.00
TEW Project Management and Site Supervision	\$28,800.00
Minus Cost for Previously Claimed Money	-\$23,826.88
Total fixed Price	\$289,323.12

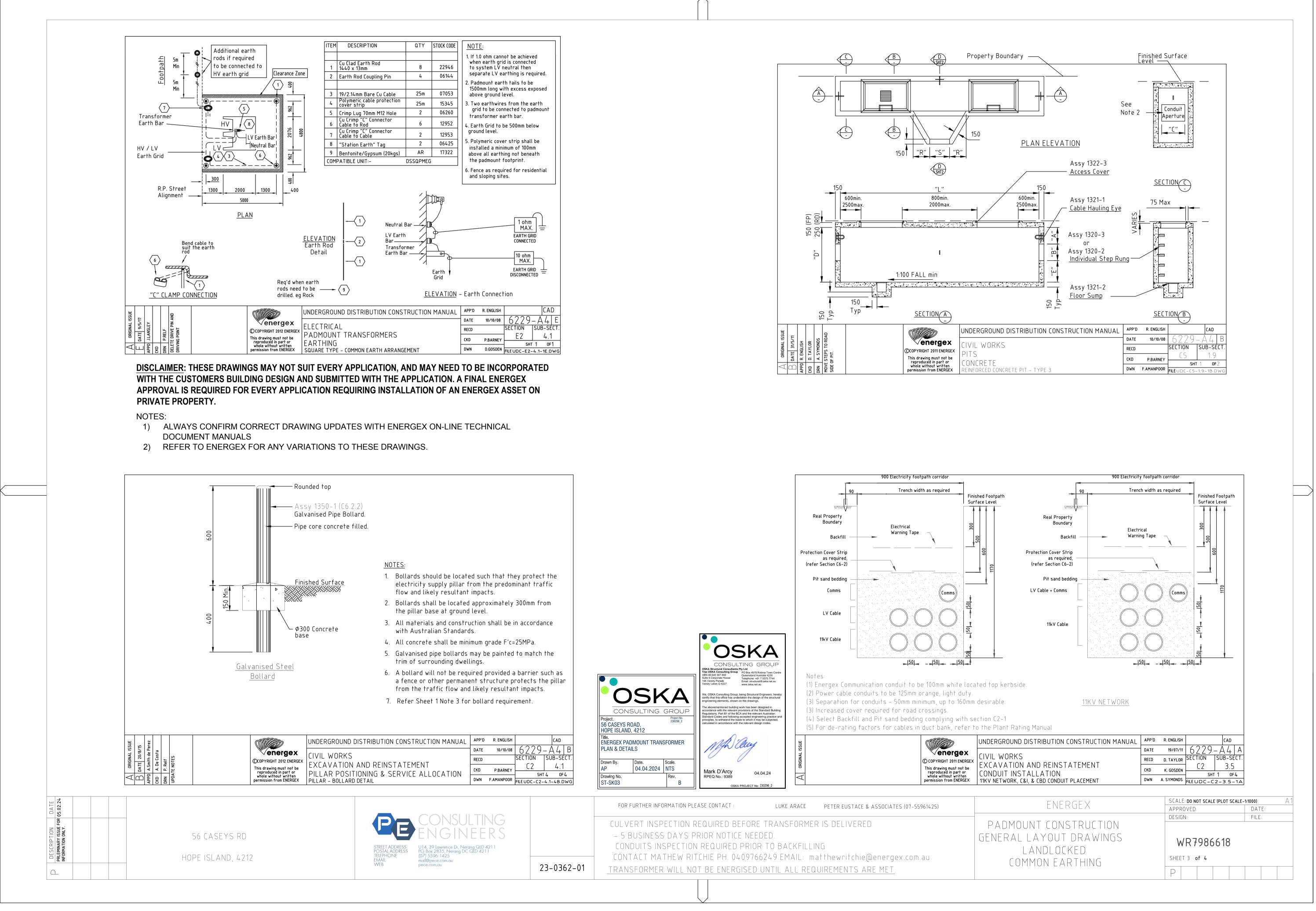
### Attachments

- 1. Quote 55274-02\_0
- 2. Energex Padmount transformer plan and details



Page 37 of 72





Page 39 of 72

INGLISH		CAD	
)/10/08	6229.	-A4	Ε
	SECTION	SUB-SEC	Τ.
	F2	1.1	
BARNEY	LZ	4.1	
DANNET	SHT	1 OF1	
GOSDEN			
GOODLIN	FILE UDC-E2-	-4.1–1E.DV	VG

## 1.0 INTRODUCTION

customer.

This specification caters for padmounted transformer stations on customers premises within property and not fronting road reserve.

Padmounted transformer foundations to be built according to site sketch and design standards contained in this document.

It is the responsibility of the customer's consultant to ensure that the information contained herein is passed on to the relevant contractors.

## 2.0 NEGOTIATIONS BETWEEN ENERGEX AND CUSTOMER

- 1. An application is made to ENERGEX giving information with regards to the size and type of load, site plans and drawings, and the location of the required supply.
- 2. If a substation is required, the substation site is agreed upon by ENERGEX and the
- 3. ENERGEX accepts a site sketch detailing the substation construction details, specification, standard drawings (An RPEQ approved drawing may be required for structural plans).
- 4. ENERGEX prepares a Network Connection Contract with a request for payment (if required). Customer to accept Network Connection Contract and returns with any payment required.
- 5. Customer excavates PMT site, installs foundation and conduit trenches.
- 6. Customer leaves PMT site and conduit trench open for ENERGEX inspection as required..
- 7. ENERGEX inspects PMT site and conduit installation.
- 8. ENERGEX installs earthing and PMT cubicle
- 9. Customer installs their LV consumers mains
- 10. Customer reinstates PMT surface with concrete apron surround
- 11. ENERGEX energizes substation providing that:
- a. Customer responsibilities are fulfilled.
- b. All payments have been received (including storage fee if applicable).
- c. ENERGEX has a signed Network Connection Contract. d. ENERGEX easements secured (if required).

## 3.0 BUILDING GENERAL

3.1 Building Services:-

No services other than ENERGEX's electric lines and approved parts of the custom	er's
electrical mains shall pass through or under the substation area.	

3.2 Workmanship:-

Building work shall be completed in a neat	tradesman like manner	and shall be as	detailed
on the drawings.			

## 3.3 Construction:-

All civil construction works must be undertaken in accordance with the requirements specified in ENERGEX Work Category Specification WCS61 "Underground Civil Construction".

The padmounted transformer site shall be prepared by the customer. An access area of 4800mm x 5700mm is required for cabling, earthing, installation and safe operation of apparatus. Proposed overhangs must be approved by Energex & be greater than 5.0m above padmount site.

The transformer site shall be above the local flood level (Q100/DFL which ever is higher) with the top of the concrete plinth 25mm above the finished yard level. Cable apertures through the precast concrete plinth shall be backfilled to 50mm from the top of plinth.

The concrete slab is to slope away from plinth falling at a slope of 1 in 25.

The transformer site shall be level ±25mm with a maximum cut and fill of ±150 mm and shall be concreted in accordance with ENERGEX Underground Distribution Construction Manual Sect C3.

Concrete filled 140mm OD 5.6mm thick galvanised steel pipes may be required outside the site for protection from vehicles in car parks, etc. Refer to ENERGEX Underground Distribution Construction Manual Section C3.

For a steep sloping site a retaining wall and guard rail will be required to be constructed by the customer. Refer to ENERGEX Underground Distribution Construction Manual.

## 4.00 ACCESS

## 4.1 Personnel:-

DATE 05.02.2

ISSUE

No No

ENERGEX's staff shall have access to the substation at all times without having to enter security areas. The onus will be on the customer to maintain said access 24 hours a day, 7 days a week.

A minimum of 2.0 metres of clear access shall be provided in front of the substation cabinet. This will provide a safe working platform and access around the lockable doors when opened for emergency operations.

4.2 Heavy Equipment - Stable Ground Sites:-

Padmounted transformers are hauled by flat bed trucks and "Franna" style mobile cranes. Any access or manoeuvring area which will be used for the purpose of off loading or loading transformers should be constructed to take a minimum loading of 31 tonnes in all weather conditions.

5.00 CABLE CONDUITS

All conduits, associated fittings and bends shall comply with the requirements of AS/NZS 2053 as specified by ENERGEX and shall be supplied and installed by the developer. Conduits shall be securely sealed by builder to prevent ingress of dirt until cable installation by ENERGEX and then resealed by ENERGEX. All above ground conduits shall be U.V. stabalised.

within the padmount transformer site.

substation site.

Polymeric cable protection cover shall be placed over all conduits and cables outside the electricity footpath alignment. To provide protection, electricity supply conduits and cables shall have polymetric cable protection covers placed 100mm above the top conduit face of the electricity supply conduits and cables. Cable protection covers shall be lapped when placed together; 100mm minimum along the logitudinal axis, 40mm minimum along the transverse axis and shall extend 40mm minimum past the external edges of the conduit/cable bank.

Polymeric cable protection cover shall be a minimum of 5mm thick as described in Australian Standard; AS/NZS 4702 for Polymeric Cable Protection Covers. The supply of polymeric cable protection covers and marked plastic warning tape shall be the responsibility of the developer and they shall be manufactured and supplied in accordance with the ENERGEX Underground Distribution Construction Manual Section C6.

## 6.00 EARTHING

An earthing system consisting of driven earth rods, a continuous earth ring around the substation connecting the rods and earthing tails connected to ENERGEX equipment and gates will be installed by ENERGEX. The earthing system may be required to be extended into cable trenches adjoining the transformer site.

The builder shall notify ENERGEX's works co-ordinator one week prior to trench and site foundation excavation to allow the installation of the earthing system and location of the earthing tails for equipment earthing.

## 7.00 CUSTOMER'S CABLES

Where supply is made available from the LV busbars of the transformer, the customer shall supply all connectors, stainless steel bolts, nuts, washers, cable cleats and supports and connect to the terminals as directed by ENERGEX.

terminals as directed by ENERGEX.

## 8.00 UNDERGROUND CABLE PITS

## 9.0 EASEMENTS

The builder/developer is to provide Energex initially with a written undertaking that the easements will granted so that the project may proceed during the design process. Easement shall cover the HV cable route, substation site and remote earth grid area (if applicable). The ENERGEX newtwork will not be commissioned until all the required easements have been registered.

All costs associated with the registering, surveying, document perpetration etc shall be bourne by the builder/ developer.

The builder/developer shall Liaise with Energex's property department in relation to ensuring that all necessary documentation is completed. Contact Energex Property on propertyenguiries@energex.com.au including your project reference number.

The following general details will apply:

Natural Resources)

The builder/developer is to return a copy of the Registration Confirmation Statement to Energex.

development sites.

		FOR FURTHER INFORMATION PLEASE CONTACT : LUKE ARACE PETER EUSTACE & ASSOCIATES (07-55961425)	
STREET ADDRESS POSTAL ADDRESS TELEPHONE EMAI WEBU14, 39 Lawrence Dr, Nerang QLD 4211 PO Box 2835, Nerang DC QLD 4211 (O7 5596 1425 mai@pece.com.au pece.com.au	23-0362-01	CULVERT INSPECTION REQUIRED BEFORE TRANSFORMER IS DELIVERED – 5 BUSINESS DAYS PRIOR NOTICE NEEDED. CONDUITS INSPECTION REQUIRED PRIOR TO BACKFILLING CONTACT MATHEW RITCHIE PH. 0409766249 EMAIL: matthewritchie@energex.com.au <u>TRANSFORMER WILL NOT BE ENERGISED UNTIL ALL REQUIREMENTS ARE MET.</u>	PADMOU GENERAL LA COM

56 CASEYS RD

HOPE ISLAND, 4212

The headroom along the access route is required to be 5.0m with no obstructions over the crane manoeuvring area. The width of access required for reasonably straight routes should be increased on bends and in the manoeuvring area near the substation equipment erases door required for the off loading of the transformer from the truck by the mobile

Any reinstatement which may be necessary in the event of damage to concrete slab, paving tiles or road surfaces etc. is the responsibility of the owner of the property.

Refer to ENERGEX Underground Distribution Construction Manual for details of conduit installation

Each conduit to be fitted with a 6mm braided polypropylene draw rope.

ENERGEX may need to install an earth wire and earth rods in conduit trenches from the

Where supply is made available from a circuit of a low voltage distribution board, the customer shall supply all connectors, stainless steel bolts, nuts, washers and connect to the

Under no circumstances shall the customer cabling pass though or under the padmounted transformer culvert, nor the culvert end wall "knock-out" sections be removed.

Refer to ENERGEX Underground Distribution Construction Manual Section C5 for concrete pits.

The developer/builder is required to grant the easements as noted on the Easement/Site Plans referred to by Energex in the Network Connection Contract prior to the supply being made available.

- all documents shall be acceptable to the Department of Natural Resources

- The grantee should be shown as "Energex Limited (ACN 078 849 055)" - refer to Memorandum No 708346714 for underground electricity (memorandum is registered with

The builder/developer will forward the document to Energex for review and execution. Energex will then return the documents to the builder/developer for registration with The department of Natural Resources.

All private services easements must be registered prior to supply being made available to the future

## 10.0 RETAINING WALLS / FENCES

Retaining walls shall be installed where a change in ground level of 300mm or more occurs within 2000mm of the substation clearance zone. Fences shall be installed for:

- Residential areas (Typically 1200mm high)

- Sloping sites (either front to back or left-right).

Fences and Retaining walls shall be constructed to ENERGEX standards to satisfy minimum clearance zones of common earth configurations. Refer to section C3–1 for retaining wall construction notes. Alternative designs to those provided in this manual will require a Civil Engineer's Certification.

Safety fences shall comply with the requirements of the Workplace Health and Safety Act, AS1657 and AS1926 and all amendments.

Metal retaining wall fences shall be used in CMEN areas. (Refer UDCM C3.1 Sheet 6)

All retaining walls and safety fencing on private property shall be maintained by the owner at no cost to Energex.

All fencing materials shall be galvanised or finished in an equally durable manner. All chainwire and support wires shall be PVC coated and coloured black or green.

All elevated areas shall be provided with toe boards and infill type fencing.

## 11.00 ENERGEX COMMUNICATION CONDUIT

Conduit

ENERGEX communication conduit shall be white, Medium Duty (MD), UPVC to AS/NZS 2053, Energex Technical Specification TS270 and AS1345. Conduit couplings shall comply with all the above requirements. Tracer/Draw Rope

The electricity communications conduit when installed shall be fitted with a continuous metallic tracer/draw rope suitable for passing an electricity current through to accurately identify the conduit. Installation

ENERGEX communication conduit installation:

100mm conduit shall be located adjacent to the top Low Voltage conduits on the kerb side of the trench, between the LV conduits and any Public Lighting conduit.

	CONSU Project. 56 CASEYS ROA HOPE ISLAND, 4 Title. ENERGEX PADM PLAN & DETAILS Drawn By.	212 OUNT TRANS	GROU Project N 230296_1	0. 2	ABN 48 640 307 848 Suite 5 Corporate House 155 Varsity Parade Varsity Lakes Q 4227 We, OSKA Consulting Group, being Struct certify that this office has undertaken the drawi The abovementioned building work has be accordance with the relevant provisions of Regulations, Part B1 of the BCA and ther Standard Codes and following accepted en principies, to withstand the loads to which calculated in accordance with the relevant Model / D'A saw	GROUP 79 Robina Town Centre d Australia 4230 +61 7 557 5744 ctural@oska.net.au net.au tural Engineers, hereby lesign of the structural ngs. the designed in the Standard Building levant Australian ngineering practice and it may be subjected.	
	ST-SK04		В		OSKA PROJECT	No: 230296_2	
Energi	FΧ				E: DO NOT SCALE (PLOT SCA		A 1
					OVED:	DATE:	
	TRUCTIO DRAWIN D THING				/R7986618 T 4 of 4	FILE:	



22 05 2024

Ref: 055274-02 0

Shanvn Fox Sanctuary Cove Shop 1A, Building 1, Masthead Way Sanctuary Cove Q 4212

Email: shanyn.fox@scove.com.au

Dear Shanyn,

Project Name: CLASS WATER PROJECT CONTRACT 1 WORKS D&C SPECIFICATION

Scope of Work: Energex Design and Construction

#### 1. Raised PMT Site

- a. Installation of a raised PMT (Pad Mount Transformer) site inclusive of the following as per approved Energex design,
  - i. Retaining walls,

  - ii. Fencing, iii. Site Earthing,
  - iv. Site Reinstatement.
- b. Supply of materials
- Supply of labour and machinery C.
- Install sand backfill once pad mount transformer is energised by Energex. d.
- Install pad mount transformer concrete surround. е

#### 2 Type 3 Cable Pit

- Installation of a Type 3 cable pit as per Energex Specifications. а
- Supply of materials b. Supply of labour and machinery
- C.
- Electrical Design

3.

- Electrical and civil design in accordance with Energex standards and specifications a.
- b IFC and as-constructed drawing submission
- RPEQ certification. C.
- d. Site surveying.
- e. Legal and title lodgement with the Land Title Office.
- Electrical Under Bore Δ
  - a. Electrical under bore on Casey's Road. Installation as per Energex conduiting and compliance.
  - b. Works to be undertaken at nighttime.
  - c. Supply of Traffic control and appropriate permits.
- TEW Site Supervision and Project Management 5
  - a. TEW site supervision of Energex approved subcontractor.
  - b. Subcontractor management
    - Subcontractor procurement and contract execution. C.
- 6 Minus Cost for Previously Claimed Money.
  - Minus cost for money TEW has claimed on this variation with Hydrovision. a.

Caveats

1. It is assumed excess trenching materials will be dumped on Sanctuary Cove land.



- 2. It is assumed trenching material is suitable as backfill material.
- 3. Excavations in waterlogged or saturated ground is excluded, dewatering of any excavations due to ground water will be an additional cost.
- 4. Testing, treatment, or disposal of any contaminated soils, ground water or asbestos is excluded.
- Excavation or Boring of rock or rock like substances. Rock shall be defined as per ENERGEX SWP2, 8.7.5 Excavation in Rock. If rock is encountered, we will request direction from the client how to proceed and present costs for proceeding prior to any excavation works.
- 6. Additional earthing requirements if specified Earth is unachievable and if an Earthing Drill Contractor is required, this will be charged at cost +.
- 7. Government and/or Local Authority or Consultant Inspections or Certification is excluded.

Quotation Value (Excluding GST)

Item No.	Description		Total \$
1	Raised PMT Site	\$	115,385.00
2	Type 3 Cable Pit	\$	91,885.00
3	Electrical Design	\$	34,545.00
4	Electrical Under bore	\$	42,535.00
5	TEW Project Management and Site Supervision	\$	28,800.00
6	Minus Cost for Previously Claim Money	-\$	23,826.88
	Total Fixed Price	\$	289,323.12

Should you have any questions regarding any of the information provided within the quotation please do not hesitate to contact me directly on 0435 123 278.

Yours Sincerely, Chris Siliato

All Pricing Provided by TEW is Ex GST; Please pay the total amount on or before the due date for payment. If you are unable to pay the total amount, please res pond with a payment schedule within 15 business days after the date you received this invoice/payment claim as required under the Building Industry Fairness (Security of Payment) Act 2017.

TEW Solutions ABN: 85 118 791 950 Gold Coast Brisbane Sunshine Coast Head Office 10 Barnett Place Molendinar QLD 4214 Page 42 of 72 +61 7 5563 3257 info@tewsolutions.com.au www.tewsolutions.com.au National Australia Bank Limited ABN 12 004 044 937

**Qld Private Banking** 

Tel: 7 3234 5843 Fax: 0 7 3234 5649



# SANCTUARY COVE GOLF AND COUNTRY CLUB PTY LTD THE PARKWAY SANCTUARY COVE QLD 4212

## Dear AARON

Thank you for the opportunity to provide you with an indicative Equipment Loan quotation for over a 48 month term.

Details of the quote, Reference Number 241550077 A Given on 3/06/2024 are as follows:

## **Settlement Month**

Quote number 241550077 A is based on the equipment finance settlement occurring in June 2024.

## Your Interest Rate

The Interest Rate for 241550077 A is 7.0701%.

## **Financing Details**

Equipmen	t Cost or Balloon Refinance Amount:	\$77,566.50
Less	Deposit Paid and / or Supplier Trade In allowed:	\$0.00
Plus	On Road Costs (Transfer + Compulsory Third Party + Registration):	\$0.00
	Luxury Car Tax:	\$0.00
Loan Amo	ount:	\$77,566.50
Plus	Interest Charges:	\$11,711.10
Total Amo	ount Repayable:	\$89,277.60

A Balloon Payment of \$0.00 (0.0000% of the Loan Amount) is due at the end of the 48 month Term.

## **In Arrears Payments**

		l l	Repayments			
Segment No	Start Date	Number of Repayments	Frequency (Months)	Repayment Amount	GST	Total Repayment
1	10/07/2024	48	1	\$1,859.95	\$0.00	\$1,859.95
		Total		\$89,277.60	\$0.00	\$89,277.60

## **Establishment Fees Payable at Settlement**

Establishment Fees							
<b>Fee Туре</b>	Fee Amount	GST	Total Fee				
Settlement Fee	\$575.00	\$0.00	\$575.00				
PPS Reg & Maint Fee	\$50.00	\$0.00	\$50.00				
Total	\$625.00	\$0.00	\$625.00				

This indicative quotation does not confer an offer by the bank nor a commitment on its part to the transaction. The quotation is valid for your acceptance until, 10/06/2024 and Settlement until 24/06/2024. After these dates, details may change without notice.

Subject to credit approval, provision of Tax Invoice and standard terms & conditions being met, we can settle this quotation within 24 hours of acceptance.Let us help you get your equipment delivered faster.

Yours faithfully

per Andrew Stephen Private Client Director





## **Prepared For:**

Cam Smith Sanctuary Cove Golf and Country Club The Parkway Sanctuary Cove, QUEENSLAND 4212 Australia Sold & Serviced by:

Ventrac Sales Chris Stig 27 Kurrara Street Lansvale 2166 Phone: 0419 258 566



# 4520 TRACTOR

Model Comparison	<b>4520K</b> VANGUARD Big Block	<b>4520P</b> Kawasaki DFi	<b>4520Y</b> KUBOTA Diesel	4520N KUBOTA	<b>4520Z</b> KUBOTA
Stock Codes	39.51219	39.51216	39.51217	39.51225	39.51215
California Model Stock Code		39.51221		39.51227	
Accessory Kit: Front fenders, foot pegs, 4 rear weights, weight transfer	Optional	Standard	Standard	Standard	Standard
Engines					
Engine	Vanguard M54	Kawasaki FD851D DFI	Kubota D902	Kubota WG972 EFI	Kubota WG972-GL
Max Operating Speed	3600 rpm	3600 rpm	3600 rpm	3600 rpm	3600 rpm
Horsepower	31	31	25	32.5	32.5
Peak Torque	47 ft lb (64 nm)	47 ft lb (64 nm)	42 ft lb (57 nm)	51 ft lb (69 nm)	51 ft lb (69 nm)
Displacement	896cc	824cc	898cc	962 cc	962cc
Cylinders	2	2	3	3	3
Engine Oil			trac Full Synthetic 10W	/30	
Cooling	Air	Liquid	Liquid	Liquid	Liquid
Fuel Type	Gasoline	Gasoline	Diesel	Gasoline	Gasoline
Fuel Capacity	6 gal (22.7 L)	6 gal (22.7 L)	6 gal (22.7 L)	6 gal (22.7L)	6 gal (22.7 L)
Fuel Economy^^	1.6 gal/hr (6 L/hr)	1.2 gal/hr (4.5 L/hr)	1.1 gal/hr (4 L/hr)	1.5 gal/hr (5.7 L/hr)	1.5 gal/hr (5.7 L/hr
Slope Rating (continuous/intermittent)	25°/30°	30°/30°	20°/30°	20°/30°	20°/30°
Alternator	50 Amp	30 Amp	60 Amp	60 Amp	60 Amp
Dimensions					
Weight with standard hitch	*1385 lb (628 kg)	1620 lb (735 kg)	1705 lb (773 kg)	1700 lb (771 kg)	1690 lb (767 kg)
Weight with accessories kit	1610 lb (730 kg)	N/A	N/A	N/A	N/A
Weight with 3-point hitch	1690 lb (767 kg) w/ accr kit	1700 lb (771 kg)	1785 lb (810 kg)	1780 lb (807 kg)	1770 lb (803 kg)
Length with standard hitch (ROPS up)			81.5 inches (207 cm)		
Length with 3-point hitch			92 inches (234 cm)		
Width			48.5 inches (123 cm)		
Width with wheel extensions		Ę	54.5 inches (138.5 cm)		
Width with duals			73 inches (185.5 cm)		
Wheelbase (front axle to rear axle)			45 inches (114 cm)		
Height (ROPS up)			68 inches (173 cm)		
Height (ROPS down)			54 inches (137 cm)		
Turning Radius (single tires, standard position)			39 inches (99 cm)		
Turning Radius (position 2) Turning Radius (position 3)			54 inches (137 cm) 68 inches (173 cm)		
Oscillation amount (@ wheel)			7.5 inches (19 cm)		
Ground Clearance			5 inches (13 cm)		
APPLICATION AND A STREET AND A	DOSES.				
Il specifications subject to change without notice or obligation					

All specifications subject to change without notice or obligation



The Ventrac 4520 tractor was built with you in mind. From the advanced electrical system, redesigned frame, more safety and comfort features; the 4520 offers the reliable performance, astounding versatility and comfortable handling you have come to expect.

Like all Ventrac tractors, the 4520 utilizes All Wheel Drive and an articulating chassis with a low center of gravity to provide superior traction, braking, stability, and security on tough terrain and slopes without disturbing turf when turning.

## **Over 30 Ventrac Mount Attachments**

Choose from over 30 professional grade Ventrac Mount attachments to transform your Ventrac into a productivity powerhouse. This incredibly rugged and dependable machine is a wise business investment for golf courses, schools and universities, parks, street maintenance departments, commercial mowing services, contractors, wineries, farms, property management associations, estate owners and anyone needing one machine to do it all.

## STANDARD FEATURES

- Pre-Wired Plug & Play Wiring Harness
- Premium Comfort Seat
- Advanced Electronic Instrument Panel
- 6 Function Warning Gauge & Alarm
- Conveniently Located PTO Belt Tensioner
- On-board Diagnostic System
- · Sealed Electrical System
- Thermostatically Controlled Oil Cooler
- Battery Disconnect Switch with Circuit Breaker
- Automotive Style Parking Brake
- Universal PTO Switch
- S.D.L.A. Operator Controls
- Weight Transfer System\*
  - \*Optional on 4520K, standard on other 4520 Models
- USB Charger

## **Optional Accessories:**

- Turf Tires, Chains
- Category 1 3-Point Hitch
- Cold Weather Cab
- Additional Lighting & Signaling Packages
- Electrical Power Outlets
- Digital Slope Indicator
- · Dual Wheel or Wheel Extensions for Slope

Visit www.ventrac.com/accessories for full list.





# 4520 TRACTOR (cont.)

## Electrical

Battery475 CCA (Group 51R)Voltage12 voltsBattery DisconnectStandard, with 150A System Circuit BreakerFusesSealed, Mini Fuse and J-Case styles

## Drivetrain

Hydraulic Pump Danfoss DDC-20 Pump Drive Direct Drive (Double U-Joint Drive-shaft) Hydraulic Motors MPIM Transaxles Peerless 2600 series Axles Peerless 40mm (forged) with integrated forged hub Hydraulic Oil Cooler Aluminum w/ Thermostatically controlled Electric Fan Hydraulic Oil Filter (Suction) 25 micron

Hydraulic Oil Filter (Pressurized)

## **Hitch and PTO**

Front Hitch Electric PTO clutch with Brake Rear Hitch 3-Point Hitch

## Tires

Standard (All Terrain)

# Optional Turf Travel Speed (F/R)

Low Range

-

Tail Lights

High Range

## Instruments, Gauges, and Alarm

Gauges	Tachometer, Speedometer, Hour Meter, Engine Temperature (liquid cooled engines only), Fuel Level, Volt Meter
Indicator Lights ^ Activates Audible Alarm	Parking Brake, Engine High-Temp^, Hydraulic Oil High Temp^, Low Voltage^,Low Oil Pressure^
Switches	Key, PTO, and Lights
Lights	
Head Lights	(4) LED 1000 Lumen

(2) Red LED Lights

10 micron

Ventrac Mount System

Ogura GT3.5 (250 ft lb) (339 nm)

2 inches Receiver

Optional Category 1 3-Point Hitch

22x12-8

22x11-10

5 mph (8 kph) forward / 4 mph (6 kph) reverse

10 mph (16 kph) forward / 8 mph (13 kph) reverse

## Controls

Forward Reverse	S.D.L.A. (Speed, Direction, Lift, and Auxiliary) Handle; Optional Foot Pedal
Attachment Lift	S.D.L.A. (Primary Handle)
Auxiliary Hydraulics	S.D.L.A (Secondary Handle)
Throttle	Dash Mounted
Front Hitch Lock	Column Mounted (Accessible from Seat)
PTO Belt Tensioner	Front Mounted, Automatic Tension Con- trolled
Weight Transfer	5 position
High/Low Range	Single Lever, Column Mounted
3 Pt Controls (Optional)	Lift + 2 sets of Auxiliaries
Steering	Power Steering
Other Features	
Tool Box	Optional
Cup Holder	Standard

Cup Holder	Standard
Seat	Deluxe High Back Seat (arm rests and suspension seat optional)

## ROPS

Folding ROPS	Standard
Heavy Duty Off-Road Seat Belt	Standard

All specifications subject to change without notice or obligation

# Max Slope Rating (in any direction)

	Single Tires	<b>Dual Wheels</b>
4520* w/Front Attachment (unless specified otherwise below)	20°	30°
4520 w/Cab	10°	Not Recommended
4520 w/Spreader	10°	Not Recommended
4520 w/RV602	10°	15°
4520 w/KH500	5°	Not Recommended
4520 w/MA900	10°	18°

\*Attachments, accessories, and tire configuration may reduce the 4520 power unit's maximum angle of operation.

Refer to applicable operator manuals for maximum angle of operation of equipment.



# **ENGINE RATINGS**

Model #	4520K	4520P	4520Y	4520N	4520Z
Engine	B&S Vanguard Model 54	Kawasaki FD851D	Kubota D902	Kubota WG972 EFI	Kubota WG972-GL
Fuel	Gas	Gas (DFI)	Diesel	Gas	Gas
Max Slope Intermittent Use***	30° (58%)^	30° (58%)	30° (58%)^	30° (58%)^	30° (58%)^
Max Slope Continuous Use***	25° (47%)	30° (58%)	20° (36%)	25° (47%)	20° (36%)

\*\*\* For slope operation over 20°, Wheel Extensions are required for up to 25° or Dual Wheels are required for up to 30°





Digital Slope Gauge Recommended for operation on slopes.



## **Intermittent Use Defined**

^ The engine may operate between 20° and 30° for up to 10 minutes. If 10 minutes is reached, the engine must be returned to 20° or less to assure proper oil lubrication. After returning to 20° or less, the intermittent cycle can be repeated. The 4520P Kawasaki DFI engine is rated for 30° continuous operation and does not have this requirement.

DENTRAC

All specifications subject to change without notice or obligation





# Accessories Dual Wheel Kit



Shown with Turf Tires

## SPECIFICATIONS

Stock Code	
All Terrain	70.4067 (1 kit per tractor)
Turf	70.4068 (1 kit per tractor)
Bar	70.4069 (1 kit per tractor)
Weight	80 lbs (36.25 kg) (per axle)
Additional Tractor Width	24 inches (12 inches/tire) (61 cm)

All specifications subject to change without notice or obligation

## Note:

(A) Do NOT use dual wheels when using the Ventrac VERSA-Loader.

(B) Engine manufacturers' maximum angle of operation is 25° for continuous use (all directions) and 30° intermittent use\*. The 4500P Kawasaki DFI is rated for 30° continuous use.

#### (C) Do NOT use with Wheel Extensions

\* Intermittent use is up to 10 minutes on the slope, then return to level ground before returning to the slope.

been installed on each wheel, the duals can be quickly mounted and dismounted.\*

Duals are recommended for sandy soils or where a broad distribution of tractor weight is desired, including when driving sideways on slopes greater than 20 degrees (not to exceed 30 degrees).

Duals are only one of numerous considerations for safety on slopes; speed, terrain, irregularities, and stopping the unit are other serious factors to consider for safe operation of the tractor.



Shown with Standard Tires



Orrville, OH 44667 1.866.836.8722

Fax: 330.683.0000 www.ventrac.com info@ventrac.com

## TRACTOR COMPATIBILITY KEY:







CANOPY	
Stock Code	70.4169
Dimensions	
Weight	62 lbs (28 kg)
Width	42.6 inches (108.2 cm)
Length	56 inches (142.2 cm)
Overall Adjustable Height	1.5 in (3.8 cm)
Standard Height	16 in (40.6 cm) Above top of rollbar to top of canopy
Second Height Option	17.5 in (44.5 cm) Above top of rollbar to top of canopy
<b>Optional Fan Specs</b>	
Stock Code	70.4170
Electric Fan	12 in (30.5 cm)

1000 CFM

3 Options



All specifications subject to change without notice or obligation

## **AVAILABLE KITS**

Max Air Flow

Fan Speeds

•70.4170 – Kit, Fan for Canopy

-5 Mounting Options Available

•70.4171 – Kit, Strobe Light for Canopy

•70.4172 – Kit, Front Work Light for Canopy

-Requires 70.4173 -Kit, Work Light LED 4520/4500





FLAIL MOWER	ł			
Stock Code	39.55147	39.55149	39.55142	39.55148
Model	MW722	MY722	MW560	MY562
Application				
Vegetation Volume	Low-Med	Low-High	Low-Med	Low-High
Cutting Style	Fine Turf	High Volume	Fine Turf	High Volume
Dimensions				
Cutting Width	72 inches (183 cm)	72 inches (183 cm)	56 inches (142 cm)	56 inches (142 cm)
Length (front to end of hitch arm)	63.5 inches (161 cm)	63.5 inches (161 cm)	64.5 inches (164 cm)	64.5 inches (164 cm)
Width	79 inches (201 cm)	79 inches (201 cm)	63 inches (160 cm)	63 inches (160 cm)
Height	27.75 inches (70 cm)	27.75 inches (70 cm)	27.75 inches (70 cm)	27.75 inches (70 cm)
Cutting System				
Blade Type	Scoop	"Υ"	Scoop	"Υ"
Blade Count	36	72	24	48
Rotor Diameter	12.5 inches (31.75 cm)	12.75 inches (32 cm)	12.5 inches (31.75 cm)	12.75 inches (32 cm)
Rotor Direction-of-operation	"Forward"	"Forward"	"Forward"	"Forward"
Rotor Speed (RPM, at 3600 Tractor RPM)	3000	3000	3000	3000
Frame Design				
Height of Cut Adjustment	1-5 in	1-5 in	1-5 in	1-5 in
Oscillation Amount	9.3 in (Over rear roller width)	9.3 in (Over rear roller width)	TBD	TBD
Features				
Maximum Cutting Size	0.5 inches	0.5 inches	0.5 inches	0.5 inches
Flip Up	Yes	Yes	Yes	Yes
Height Adjustment	2 levers, no tools required	2 levers, no tools required	2 levers, no tools required	2 levers, no tools required

All specifications subject to change without notice or obligation



FINE FLAIL



FAST FLAIL





The new Ventrac Fine Cut and Fast Cut Flail Mowers are in a class of their own. With the out-front mounted design unique to Ventrac, these mower decks offer the ability to turn tall or dense areas into a quality finish cut for fast and efficient property management. Flail mowers are a perfect choice for any overgrown area with a variety of different types of vegetation. Add Ventrac's capabilities to mow difficult areas such as slopes, wet areas, or retention basins, and these mowers will step up your game when it comes to maintaining any property.

The two available models, Fine Cut and Fast Cut, feature unique knife options and offer two width options for more versatility of cut, speed, and application. Cutting widths for the decks are 56" and 72" wide and offer the most versatility for specific property needs.

The Fine Cut Flail (MW560/MW720) is equipped with scoop knives, and it will achieve a quality cut with a more finished look on grassy material that gets mowed 3 to 8 times per year.

The Fast Cut Flail (MY560/MY720) features Y knives, and it is for a dense or brush- type material application. The Fast Cut is a good choice for areas of overgrown brush and vines that do not require regular mowing, but you still want a better finish result than a typical rotary rough-cut mower. A flail mower cuts by using knives attached to a balanced rotor. The rotor runs parallel with the ground, and the hanging knives spin vertically to cut the grass. This system can produce a highvolume cutting process as it grabs the grass while holding it under the mower for a longer time, allowing it to shred into fine cuttings that are then dispersed evenly along the width of the mower. Evenly dispersed clippings allow for less windrowing and clumping of grass that can kill turf. Flail mowers also provide a much more pleasing aesthetic result than alternative types of rough-cut mowers.

The swinging knives typically handle impact from debris better than fixed rotary blades, and replacing a knife is easier and less expensive than replacing a rotary cutting blade. A huge benefit of the Ventrac Flail mowers is the cut height adjustment mechanism, which allows the user to adjust cut height faster, easier, and with more precision. The process of changing the height-ofcut on a Ventrac flail mower does not require tools and can be accomplished in under a minute.







# **Pricing Quote**

Date Quoted: May 29, 2024 Quote Expires: June 29, 2024

Quote #: 91201-1003

## **Prepared For:**

Cam Smith Sanctuary Cove Golf and Country Club The Parkway Sanctuary Cove, QUEENSLAND 4212 Australia

## Prepared By:

Ventrac Sales Chris Stig 27 Kurrara Street Lansvale 2166 Phone: 0419 258 566

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	Unit Price	Total
1	4520P (39.51216)	Ventrac Tractor: KN, 4520P Kawasaki FD851D	51,470.00	51,470.00
		Included Standard: Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs		
1	70.4067	Accessory: DUAL WHEEL KIT Kit, Duals Field Trax Black	2,781.00	2,781.00
1	70.4179	Accessory: 12-VOLT REAR PLUG Kit, 12V Rear 4520	311.00	311.00
1	70.4161	Accessory: 12V FRONT Kit, 12V Front 4520/4500	665.00	665.00
1	70.4169	Accessory: CANOPY Kit, Canopy	1,866.00	1,866.00
1	MY722 (39.55149)	Attachment: MOWERS - FLAIL MY, MY722 72" Flail Mower - Fast Cut	15,288.00	15,288.00
•			Subtotal	72,381.00

72,301.00

## DISCOUNTS

Promotion -3,300.00 **CHARGES** Tax (10%) +6,908.10

TOTAL AUD \$ 75,989.10

Notes:

All items are in stock currently





Mulpha Sanctuary Cove (Developments) Pty Limited ACN 098 660 318 ABN 20 098 660 318

Jabiru House, Masthead Way PO Box 199 Sanctuary Cove QLD 4212 Australia T 61 7 5577 6500 F 61 7 5530 8455 www.sanctuarycove.com www.mulpha.com.au

The Chairperson Sanctuary Cove Primary Thoroughfare Body Corporate (PTBC) c/o Sanctuary Cove Body Corporate Services Pty Ltd PO Box 15 Sanctuary Cove Queensland 4212

Delivered by hand on 17/6/24

Dear Sir/Madam,

## RE: SANCTUARY COVE RESORT – SURRENDER OF EASEMENT B ON SP236703 FROM LOT 52 ON SP327424, LOT 58 ON SP314518 ANS LOT 83 ON SP320252

Please be advised that Mulpha Sanctuary Cove (Developments) Pty Limited (MSCD) is now the owner of all the above referenced lots (subject lots).

Easement B was created in 2011 in the subject lots in former golf course land for the Primary Thoroughfare Body Corporate (PTBC) to maintain the easement land for the purpose of ensuring the high standard of aesthetic appearance of the easement land.

MSCD will be developing the subject lots (works already commenced in Lot 58 and Lot 83) into residential precincts over the next few years. Because of this please be advised:

- 1. Easement B in the subject lots is no longer in un-maintained golf course land and has now reverted to MSCD future development land. This letter advises that MSCD provides the PTBC with an undertaking that we will ensure the land within the easement in the subject lots is maintained to keep it looking tidy before, during and after the sites have been developed whilst it is in MSCD ownership.
- 2. Easement B in the subject lots (particularly Lot 58) encroaches into the parts of the land that will have roads and services constructed on/in them during development of the land.

Based on 1 and 2 above Easement B in the subject lots is no longer required and MSCD requests that the PTBC partially surrender the parts of Easement B that are within the subject lots.

MSCD will have our lawyers prepare all the necessary documentation required for the partial surrender and will issue same to the PTBC Managers in due course for execution by the PTBC.

2/...

Can you please ensure this matter is included as an Agenda Item for resolution by the PTBC in the June '24 PTBC EGM.

Yours sincerely, Mulpha Sanctuary Cove (Developments) Pty Limited

**Barry Teeling** Development Director

Phone +61 7 5577 6034 MOBILE +61 404 490 775 Email <u>barry.teeling@mulpha.com.au</u>

### 1. Surrender of easement

## 1.1 Special Resolution of the PTBC - Easement B on SP236703

To be resolved by **resolution without dissent**.

### Explanatory statement:

Easement B on SP236703 was an access easement granted primarily for buggy and pedestrian access over the golf course land identified as former Lot 3 on SP186788 (which has subsequently been subdivided into a number of lots including Lot 51 on SP327424, Lot 52 on SP327424, Lot 58 on SP314518 and Lot 83 on SP320252) to primary thoroughfare. Lot 58 on SP314518 and Lot 83 on SP320252 have been sold and cease to form part of the golf course. Additionally Lot 52 on SP327424, Lot 58 on SP314518 and Lot 83 on SP320252 have been sold and cease to form part of the golf course. Additionally Lot 52 on SP327424 has ceased to be utilised as part of the golf course. Access over Easement B in Lot 52 on SP327424, Lot 58 on SP314518 and Lot 83 on SP320252 is no longer appropriate or necessary to access the golf course. The easement will remain over Lot 51 on SP327424.

The PTBC resolves to do all things required to partially surrender the benefit of Easement B on SP236703.

#### Resolution:

The PTBC resolve by **resolution without dissent** that:

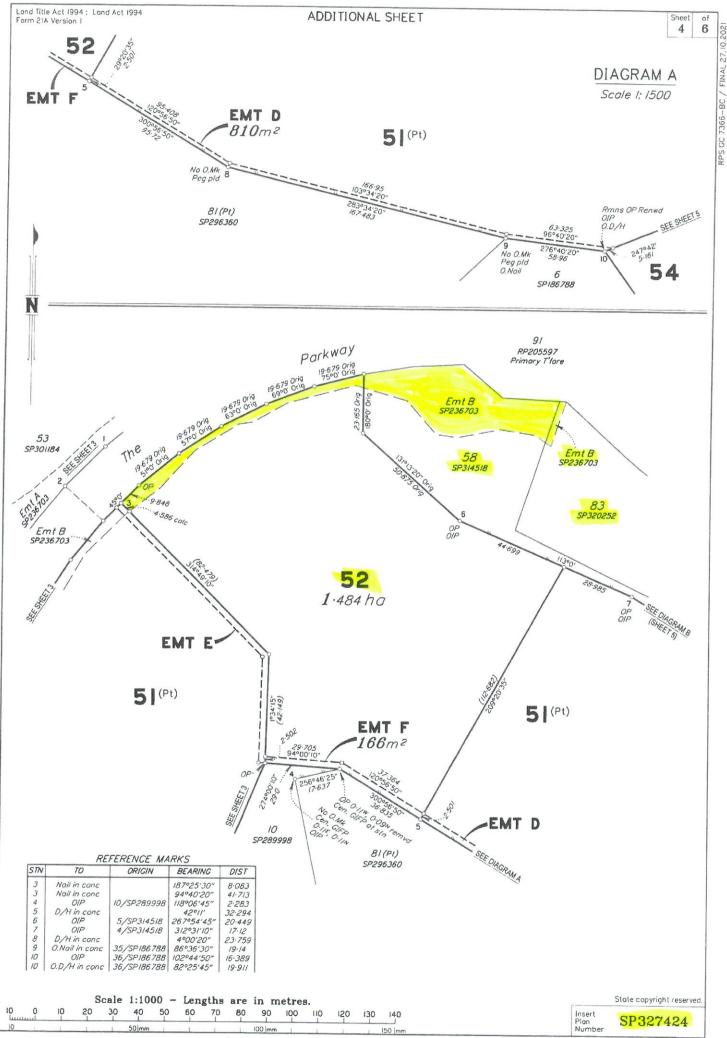
- (a) the PTBC partially surrender Easement B on SP236703 insofar as it encumbers Lot 52 on SP327424, Lot 58 on SP314518 and Lot 83 on SP320252; and
- (b) the PTBC sign and provide all documents necessary to surrender Easement B on SP236703 insofar as it encumbers Lot 52 on SP327424, Lot 58 on SP314518 and Lot 83 on SP320252, including:
  - Form 10 partial surrender of Easement B on SP236703 insfoar as it applies to Lot 52 on SP327424 to Sanctuary Cove Golf And Country Club Holdings Limited;
  - (ii) Form 10 partial surrender of Easement B on SP236703 insfoar as it applies to 58 on SP314518 and Lot 83 on SP320252 to Mulpha Sanctuary Cove (Developments) Pty Ltd; and
- (c) a copy of this resolution to lodge with each Form 10.

Privacy Statement The information from this form is collected under the authority of the <u>Land</u> <u>Title Act 1994</u> and <u>Land Act 1994</u> and is used for the purpose of maintaining the publicly searchable registers in the registry.

1.	Dealing number of easement being surrendered 713749344		<b>Iger</b> (Name, address & phone number) yton Utz	Lodger Code
	113749344	Ph:	O Box 55, Brisbane Qld 4001 3292 7000 : 12309/80096480	232
2.	Description of Easement/Lot on Plan		Title	Reference
	Servient Tenement (burdened land)			
	Easement B in Lot 58 on SP314518		5120	4369
	Easement B in Lot 83 on SP320252		5124	1589
	*Dominant Tenement (benefited land)			
	Lot 91 on RP205597		1703	3101
* no	t applicable if easement in gross			
3.	Grantor	4. Grante	e	
	Mulpha Sanctuary Cove (Developments) Pty Ltd ACN 098 660 318	Sanctu	ary Cove Primary Thoroughfare Bo	dy Corporate
5.	Surrender/Execution			
*ра	art of the Dominant Tenement or art of the Servient Tenement. elete paragraph not applicable Witnessing officer must be aware of his/her obli	igations unde	r section 162 of the Land Title Ad	ct 1994
Wit	nessing Officer Ex	cecution Date	<b>Grante</b> Sanctuary Cove Primary Thoroughfare B	e <b>'s Signature</b> ody Corporate
	signature	1 1		
				Chairperson
	full name			-
	qualification			Secretary
(Wit	nessing officer must be in accordance with Schedule 1 of the Land Ti	tle Act 1994 eg Le	egal Practitioner, JP, C Dec)	
Wit	nessing Officer Ex	ecution Date	Granto	or's Signature
	signature			
	full name			
	qualification			
	nessing officer must be in accordance with Schedule 1 of the Land Ti	tle Act 1994 eg Le	egal Practitioner, JP, C Dec)	

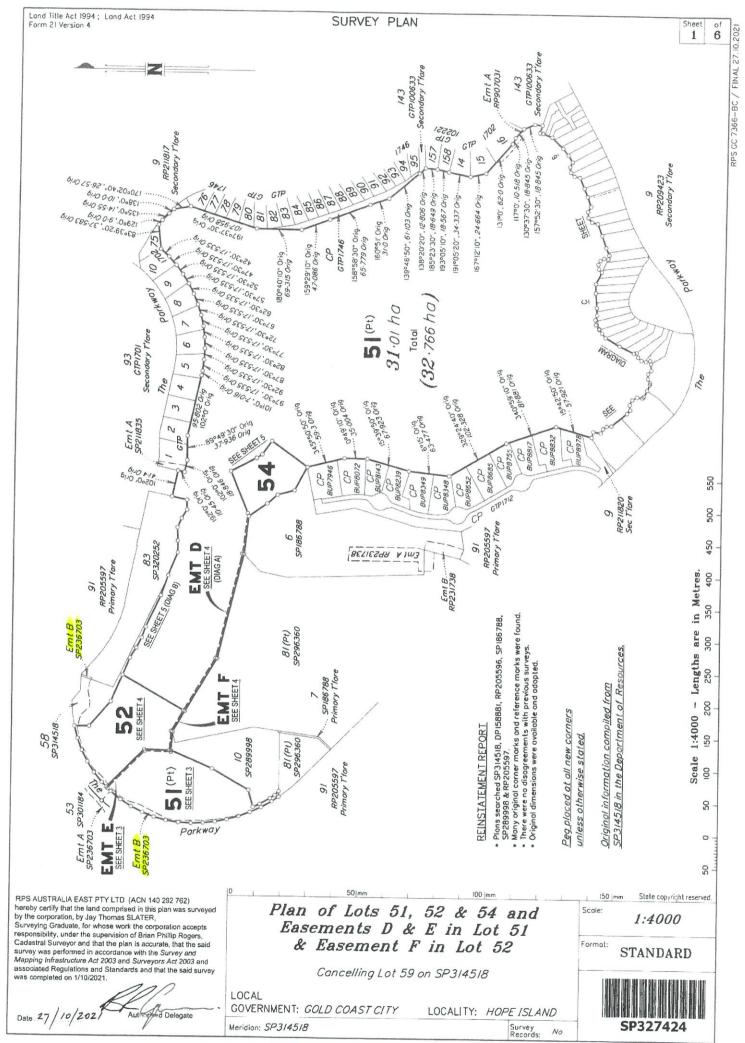
Privacy Statement The information from this form is collected under the authority of the <u>Land</u> <u>Title Act 1994</u> and <u>Land Act 1994</u> and is used for the purpose of maintaining the publicly searchable registers in the registry.

1.	<b>Dealing number of easement being surrendered</b> 713749344	d	Clay	<b>ger</b> (Name, address & phone number) ton Utz	Lodger Code
	13749344		Ph:	) Box 55, Brisbane Qld 4001 3292 7000 12309/80096480	232
2.	Description of Easement/Lot on Plan			Title	e Reference
	Servient Tenement (burdened land)				
	Easement B in Lot 52 on SP327424			512	76231
	*Dominant Tenement (benefited land)				
	Lot 91 on RP205597			170	33101
* no	t applicable if easement in gross				
3.	Grantor	4.	Grantee	)	
	Sanctuary Cove Golf and Country Club Holdings Limited ACN 120 283 534		Sanctua	ry Cove Primary Thoroughfare B	ody Corporate
5.	Surrender/Execution				
<del>*ра</del> *ра	e Grantee surrenders the easement in item 1 so tha art of the Dominant Tenement or art of the Servient Tenement. elete paragraph not applicable Witnessing officer must be aware of his/her o				
Wit	nessing Officer	Executi	on Date	<b>Grant</b> Sanctuary Cove Primary Thoroughfare I	ee's Signature Body Corporate
	signature	1	1		
					Chairperson
	full name				
(Wit	qualification nessing officer must be in accordance with Schedule 1 of the Lar	nd Title Act	1994 eg Le	gal Practitioner, JP, C Dec)	Secretary
Wit	nessing Officer	Executi	on Date	Grant	tor's Signature
	signature	/	/		
	full name				
	qualification				
(Wit	nessing officer must be in accordance with Schedule 1 of the Lar	nd Title Act	1994 eg Leg	gal Practitioner, JP, C Dec)	



Page 65 of 72

2



Page 66 of 72

: 6		<b>9344</b> 27.90 <sup>15:47</sup>	Duty Paid \$ 0.00 UTI \$		<b>Z</b> t
1.	Grantor Sanctuary Cove Golf and Country Club He Limited ACN 120 283 534	oldings	Lodger (Name, address, Hynes Lawyers PO Box 359 Surfers Paradise Phone: 5504 9 Ref: 906201	QID 4217	Lodg Code GCUE
2.	Description of Easement/Lot on Plan	County	Parish	Title Refere	ence
	Servient Tenement (burdened land) Easement A on SP 2 <del>3760</del> 3 in Lot 51 on RP 205596 <sup>236</sup> 103	Ward	Coomera	17033090	
	Easement B on SP 236703 in Lot 3 on SP 186788	Ward	Coomera	50614021	
	*Dominant Tenement (benefited land)	Ward	Coomera	17033101	
	* not applicable if easement in gross				
3.	<b>Interest being burdened</b> Fee Simple		4. Interest being be Fee Simple	nefited	
5.	Sanctua	Surname/Company name and number (include tenancy if more than one) Sanctuary Cove Primary Thoroughfare Body Corporate			
<b>6.</b>	Consideration \$1.00		7. Purpose of easen Access	nent	
8. signat	Grant/Execution The Grantor for the above consideration g purpose stated in item 7 and the Grantor a Witnessing officer must be aware o	and Grantee of his/her oblig	covenant with each othe	er in terms of the attache	
full na	ame		Lucato Sanctuan	Cove Golf and Country Club	director/secreta Holdings Limit
•	ication nessing Officer		/ /2010 Sanctuary ution Date	A	CN 120 283 5
(Witne	essing officer must be in accordance with Schedule 1		Thoroughfare	$\mathcal{A}$	griatu
	a Land Title Act 1994 eg Legal Practitioner, JP, C Dec) ture		and Thursday and a	Ami-	· Chairpe Secreta
	ication	22/	Ekolo Sherring I	Cove Primary Thoroughfare	Body Comer

Ľ.

I

QUEENSLAND LAND REGISTRY Land Title Act 1994, Land Act 1994 and Water Act 2000

### SCHEDULE / ENLARGED PANEL / ADDITIONAL PAGE / DECLARATION

## Title References 17033090, 50614021 & 17033101

The Parties in the Form 9 Easement covenant and agree as follows:

## **1** Definitions and Interpretation

In this Easement:

- 1.1 The words and phrases used in this Easement have the following meanings unless inconsistent with the subject or context:
  - (a) "Benefited Land" means the dominant tenement land described in Item 2 Form 9 Easement;
  - (b) "Burdened Land" means the servient tenement land described in Item 2 of the Form 9 Easement;
  - (c) "Consideration" means the consideration in Item 6 of the Form 9 Easement;
  - (d) "Grantee" means the grantee in Item 5 of the Form 9 Easement;
  - (e) "Grantor" means the grantor in Item 1 of the Form 9 Easement;
  - (f) "Prescribed Persons" means the Grantee's tenants, servants, agents, contractors, subcontractors, invitees and licensees and owners and occupiers of the Schemes that form part of the Sanctuary Cove Primary Thoroughfare Body Corporate;
  - (g) "Purpose" means the purpose the Burdened Land is used by the Grantee as defined in Clause 3;
- 1.2 In the interpretation of this Easement, unless the context otherwise requires the following rules apply:
  - (a) headings are for ease of reference only and do not affect the meaning of this Easement and do not form part of the clause;
  - (b) the singular includes the plural and vice versa and words importing a gender include other genders;
  - words used in this Easement and defined in the dictionary will have the meaning set out in the dictionary. Other grammatical forms of defined words or expressions have corresponding meanings;
  - (d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this Easement and a reference to this Easement includes any schedules and annexures attached to this Easement;
  - (e) a reference to a document or agreement, including this Easement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
  - (f) a reference to "\$", "\$A", "dollar" or "A\$" is a reference to Australian currency;
  - (g) a reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed;
  - (h) a reference to a right includes a benefit, remedy, authority, discretion and power;
  - a reference to a Party includes its executors, administrators, successors and permitted assigns and if more than one, includes those persons jointly and each of them severally, their respective executors administrators and assigns;
  - (j) words importing the whole of the matter or thing include a part of the matter or thing;
  - (k) words and expressions importing natural persons include partnerships, bodies corporate, associations (whether incorporated or not), firms, joint ventures, trusts, authorities, governments and governmental, semi-governmental and local authorities and agencies;
  - (I) a reference to a 'subsidiary' of a body corporate is to a subsidiary of that body corporate in accordance with Pt 1.2 Div 6 of the *Corporations Act 2001* (Cth);

### SCHEDULE / ENLARGED PANEL / ADDITIONAL PAGE / DECLARATION

## Title References 17033090, 50614021 & 17033101

- (m) a reference to any legislation or statutory instrument or regulation is construed in accordance with the Acts Interpretation Act 1901 (Cth) or the equivalent State legislation, as applicable, and includes a reference to an enactment, amendment or consolidated statute and any enactment substituted for the enactment and all legislation and statutory instruments issued under, such legislation or provision;
- (n) words and expressions defined in the *Corporations Act 2001* (Cth) as at the date of this Easement have the meanings given to them in the *Corporations Act 2001* (Cth) at that date; and
- (o) any provision in this Easement stating that a Party "must" do something or "must" not do something should be read and construed as an agreement by that Party to do or not to do the matter or thing referred to;
- (p) each clause in this Easement is not, except where expressly provided, limited in meaning or effect by any other clause in this Easement;
- (q) a reference to writing includes typewriting, printing, lithography, photography and any other method of representing or reproducing words, figures or symbols in a permanent and visible form; and
- (r) any agreement, covenant, obligation, representation, undertaking, indemnity, guarantee or warranty entered into by a Party for or with another person binds them jointly and severally and an agreement, covenant, obligation, representation, undertaking, indemnity, guarantee or warranty in favour of a Party for or with another person is for the benefit of them jointly and severally. A release given to the other person shall not release the Party from any other obligation. The granting of time or another indulgence to another person will not release the Party of its obligations under this Easement.

## 2 Grant of Easement

- 2.1 The Grantor grants to the Grantee an easement over the Burdened Land for the Purpose.
- 2.2 The Grantee must pay to the Grantor the Consideration on the date of the execution of this Easement by the Grantee.

## 3 Purpose of Easement

- 3.1 The Grantee and the Prescribed Persons may use the Burdened Land only for the purposes of allowing access for motorised buggies, pedestrians, cyclists and persons over the Burdened Land.
- 3.2 Use of the Burdened land for any other purpose shall be a breach of this Easement.

## 4 Grantee's ongoing obligations

- 4.1 The Grantee must:
  - (a) maintain the paths on the Burdened Land at all times in a safe, intact and reasonably useable state having regard to the Purpose;
  - (b) maintain and repair the Burdened Land generally;
  - (c) repair any damage caused to the Burdened Land as a result of the Grantee's use of the Burdened Land for the Purpose;
  - (d) keep the Burdened Land clean and tidy and free from rubbish;
  - (e) comply strictly with all Local Government and *Sanctuary Cove Resort Act 1985* requirements governing the Purpose (including all relevant approvals from the Local Government to ensure the Purpose can be enjoyed by the Grantee.

## SCHEDULE / ENLARGED PANEL / ADDITIONAL PAGE / DECLARATION

#### Title References 17033090, 50614021 & 17033101

### 5 Grantor's ongoing obligations

- 5.1 The Grantor must at all times:
  - (a) not restrict the Grantee from using the Burdened Land for the Purpose;
  - (b) pay all costs in relation to the Burdened Land including but not limited to council rates and water rates and usage charges on the Burdened Land levied by any government authority;
  - (c) pay all costs to comply with its obligations in this Easement; and
  - (d) allow the Grantee to use reasonable measures to remove any obstruction which is preventing the Grantee from using the Burdened Land for the Purpose.

### 6 Grantor's Rules

- 6.1 For the purpose of this Easement the rules determined by the Grantor as at the date this easement is granted include, but are not limited to:
  - (a) the Burdened Land must not be damaged in any manner;
  - (b) the Burdened Land must be left clean and tidy after use;
  - (c) the Grantee must make good any collateral damage to the Burdened Land; and
  - (d) the Grantee and the Prescribed Persons must comply with all statute law about the use of the Burdened Land for the permitted purpose under this Easement.

## 7 Registration

- 7.1 To enable registration of the Easement with the Department of Natural Resources, Mines and Water the Grantee:
  - (a) must do whatever is necessary and sign all appropriate documentation; and
  - (b) answer any requisition received on lodgement.

#### 8 Indemnity and Insurance

- 8.1 The Grantee indemnifies and holds the Grantor harmless for any damage, claim, liability, demand, cost and expense of any nature which the Grantor incurs as a result of the Grantee's use of the Burdened Land for the Purpose.
- 8.2 The Grantee must maintain public risk liability insurance in respect of the Burdened Land for all usual and reasonable liabilities under a policy which will be written on a comprehensive basis with cover for such limit as the Grantor determines from time to time but not less than \$10 million per occurrence noting the Grantor as an interested party. If requested by the Grantor the Grantee must provide a certificate of currency of insurance for this insurance required by this clause.
- 8.3 The Grantee must upon request from the Grantor immediately provide to the Grantor a certificate of currency of insurance for the insurance required in Clause 9.2.

#### 9 Costs

- 9.1 Each party must pay their own costs in relation to the Easement.
- 9.2 The Grantee must pay the following costs:
  - (a) costs of preparing the survey plan;
  - (b) administrative costs for the Easement;

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994
 and Water Act 2000

## SCHEDULE / ENLARGED PANEL / ADDITIONAL PAGE / DECLARATION

Title References 17033090, 50614021 & 17033101

- (c) stamp duty (if any); and
- (d) registration fees.

## 10 Notices

- 10.1 Any notice, approval, consent or other communication in connection with this Easement must be in writing and may be given by:
  - (a) leaving it at the address of the other party as may be notified by the other party from time to time; or
  - (b) sending it by prepaid ordinary post to the address of the other party as may be notified by the other party from time to time; or
  - (c) by facsimile to the number of the other party as may be notified by the other party from time to time.
- 10.2 A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.
- 10.3 A letter or facsimile is taken to be received:
  - (a) in the case of a posted letter, on the third day after posting; or
  - (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates the facsimile was sent in its entirety to the facsimile number of the recipient.

## 11 General

- 11.1 This Easement is governed by the laws of Queensland and the parties submit to the exclusive jurisdiction of the courts of Queensland.
- 11.2 A variation of this Easement will only take effect if it is in writing and signed by both Parties.



MEMBERSHIPS:

Association of Consulting Surveyors Queensland

Urban Development Institute of Australia

### DIRECTORS:

Phil Brooker B.Surv. Cadastral Surveyor Qld. MIS Aust

Tony Cullane B.Surv. Cadastral Surveyor Qld, Reg. Surv. NSW. MIS Aust

Geoff Thomson B.App.Sc.(Surv). Cadastral Surveyor Qld. Reg. Surv. NSW.

Garth Lambert Ass Dip App.Sc. (Arch) IT / Drafting

Quality Assurance: AS/NZS ISO 9001:2000 ACSIS Reg. No. 411

Michel Group Services Pty Ltd A.C.N. 061 750 132 ABN 53 841 801 835

> 23 Cotton Street Nerang QLD Australia 4211

> P.O. Box 2695 Nerang BC QLD Australia 4211

> > Telephone 07 5502 2500

Facsimile 07 5500 4890

admin@michelservices.com.au

Web Site www.michelservices.com.au

# DOCUMENT TRANSMITTAL

TO:	Hynes Lawyers 50 Appel Street, Surfers Paradise				
ATTN:	Annette Wojtyna				
FROM:	Tony Cullane				
DATE:	04-02-2011	OUR REF: 9724	NO OF COPIES:		
PLAN NU	JMBERS: SP	236703			
ACTION:	Delivered				

Re :Sanctuary Cove Body Corporate

Annette,

Please note the attached survey plan SP236703 and the associated easement documents.

We have done some investigation with DERM and the primary thoroughfare is not considered to be dedicated road in relation to the Sustainable Planning Act.

This means that the plan does not require Council consent and can be lodged straight with DERM for registration.

Please lodge this on behalf of our mutual client.

Kind Regards,

Jullace