



2 March 2011

Mr Stephen Palethorpe
Committee Secretary
Environment and Communications References Committee

By email: ec.sen@aph.gov.au

Dear Stephen

RE: FAIR GO COMMITTEE SUBMISSION – SOUTHERN FREIGHT RAIL CORRIDOR, QLD

Thank you for your letter of 11 February 2011 which brings to my attention the submission by the Fair Go Committee surrounding my land at Mutdapilly, Queensland in relation to the Southern Freight Rail Corridor. This is obviously not the first time that this local group has sought Government investigation into this future rail corridor. The matter was investigated in Queensland last year via the State Government. It is apparent that the local group known as the Fair Go Committee, not being satisfied with that investigation, now wishes your Committee to become involved.

The submission by the Fair Go Committee seems to be interested in protecting koalas. This is the obvious conclusion having read the first paragraph of the excerpt provided by your letter of 11 February. However on further reading, I am not so sure. Is the Fair Go Committee interested in protecting koalas, or is it asserting some collusion by a Doyle Group company with the State Government or is it protesting against a number of people in the area (but not those part of the Fair Go Committee) who have bought and sold in the area profitably ?

I simply cannot provide any information to your Committee or the Fair Go Committee regarding koalas. If the koala and its protection is the burning reason for the submission by the Fair Go Committee to your office, there would be qualified people in the Queensland Government and external consultants who would more suitable to address their issues. All I can say is that the flora and fauna consultants engaged by Doyle Group to investigate the area as part of our due diligence and on-going work with this site did not find any koala habitat or corridor on the Doyle Group land. Please refer to reports attached.

I strongly refute any allegation of "Government collusion". The suggestion of the Fair Go Committee is that I somehow knew that the final position of a future rail corridor would be on land that I subsequently purchased. This suggestion is ridiculous. As you will see from the contents of this letter, I made submissions to the Queensland Government (ie Queensland Transport) not to include the rail corridor on my land as I perceived a rail corridor on my land as detrimental to the development potential and value of my land. As it turns out, the future rail corridor is not on my land. Through information made public by Queensland Transport during the past 3 years, the location of the rail corridor has changed numerous times.

Please now allow me to provide some background and information regarding this site.



DOYLE GROUP

Site History

Cunningham Industry Precinct Pty Ltd (CIP), a Doyle Group company purchased the 265 Ha property in 2006. The site is located on the Cunningham Highway approximately 15km south of the city of Ipswich and approximately 2.5 km to the south of the Willowbank Motorsport Precinct which incorporates Queensland's primary motorsports including a multipurpose racetrack, cart facilities and the Willowbank Speedway (drag racing complex).

The Cunningham Highway is classified as a high order freight route linking the southern states to Brisbane. When purchased (as is still the case) the site was zoned Regional Industry and Business Investigation with a small portion of the site (along the frontage with the Cunningham Highway) zoned Regional Industry and Business buffer.

The site was also contained within the proposed Expanded Motorsport Precinct within the Ebenezer-Willowbank precinct under the Ipswich Planning scheme. The provisions within the Ipswich planning scheme (at the time) referred to the Ipswich motorsport precinct strategic planning study as a planning resource document. This document is held by Ipswich City Council and it sets out possible expansion plans for the motorsport precinct and surrounding land use. Some of the proposed uses for the area included the possibility of industrial development for the subject site and area. (Note: in November 2009 Ipswich City Council amended the Ebenezer-Willowbank Precinct Plan within the Ipswich Planning Scheme, including the CIP site in a future industry precinct).

In undertaking due diligence on the CIP site prior to purchase it was determined that it was essentially unconstrained in nature. The site was primarily clear of vegetation and was not impacted by the constraint overlays contained in the Ipswich planning scheme. These related to such elements as vegetation, flooding, undermining, bushfire, environmental etc.

In addition, part of the site (Cunningham Highway frontage) was also greater than 3km along the highway from the Cunningham Highway – Champions Way intersection, to the north. This was critical as our advice from traffic consultants was that in the longer term there would be the need for an interchange at Champions Way to service the Motorsport Precinct and the minimum distance for any additional highway interchange was 3km. This meant that in the future there was the high possibility from a road planning perspective that an interchange could be built along the frontage of the CIP site. This interchange would be necessary to service a large industrial estate.

The site was therefore viewed as a strategic landholding by CIP with significant development potential for an industrial estate.

Plans

CIP has over the course of the last 4-5 years produced numerous plans and concepts over the landholding. This has included numerous plans and concepts incorporating the neighbouring properties showing road links and possible lot layouts. In some circumstances these documents have been updated periodically without the appropriate changes made to plan versions and dates etc.

Liaison with State Government

Liaison with the State Government over the CIP landholding and the land owned by the State Government to the west and north has occurred with the view to master planning the area and providing infrastructure solutions.



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A Memorandum of Understanding (MOU) was entered into in 2008 between CIP, the State Government and other land owners within the general vicinity of the site. A copy of this MOU is attached as Attachment 1.

Southern Rail Freight Corridor Study

The study area for the rail corridor released in October and November 2007 encompassed the whole of the CIP site, and the properties adjoining the site to the south which are constrained by protected vegetation. Copies of letters received from Queensland Transport to CIP as owner of land within the study area dated 4 October 2007 (Attachment 2) and 30 November 2007 (Attachment 3) are attached.

Due to the constrained nature of these properties to the south it was logical to assume that the rail corridor would have to pass through the CIP site as there was no other corridor being investigated. The assertion that this would add value to the CIP site is wrong.

In reality, any preserved corridor for associated long term infrastructure does not add value. The effect of such corridors is that they sterilise a portion of the site from development, whilst complicating access, road patterns, earthworks and services design.

The CIP submission dated 11 December 2008 to the Minister for Transport, Trade, Employment and Industrial Relations in respect to the Southern Rail Freight Corridor Study reiterates the company's concerns with the then selected alignment and how that may prejudice the development of the site and the proposed industrial precinct. This submission was written following meeting with Queensland Transport / Maunsell representatives on the study. The submission proposed alternative alignments through the study area to minimise the impact of the corridor as far as practicable. The submission is attached as Attachment 4.

CIP welcomed the news that the preferred route was to be re-investigated (away from the CIP site) as it meant that the proposed access to the CIP site (at that time) could be preserved and a large portion of the site would not be precluded from development.

CIP's email submission dated 14 May 2010 on the new proposed alignment reiterated that position. A copy of the email is attached as Attachment 5.

In summary, CIP are supportive of the Southern Rail Freight Corridors proposed alignment which is not on the subject CIP property.

CIP environmental / koala investigations

CIP has undertaken significant environmental investigations over the subject property.

Please find enclosed:

- a) A copy of Koala Habitat Rehabilitation Values Assessment by ecologists Orogen Pty Ltd dated 26 February 2010 as Attachment 6. This report formed the basis of a submission by CIP on the Queensland State Governments draft *South East Queensland Koala Conservation State planning policy* and the Draft *South East Queensland Koala Conservation State planning regulatory provisions* which was released for comment in December 2009.



This report concluded that it was unlikely that the rehabilitation of the site would successfully create Koala habitat/corridor function.

- b) A copy of the Detailed Ecological Site Assessment Report dated 18 October 2010 by ecologists Orogen Pty Ltd as Attachment 7. The Environment and Communications Reference Committee may be interested in the following section of the report as it pertains to Koala and habitat:

- 6.2.5 Spotlight surveys over the subject site
- 6.3.1 Fauna corridors
- 7.2 Fauna
- 8.2 Fauna and Habitat Management
- 8.2.2 Koala
- 9.1 Conclusion and Recommendations

In respect to the issues of koala and habitat only one 'off site' Koala was surveyed through the investigation and no evidence of Koala was identified on the subject site.

This report forms part of a recent referral to the Department of Sustainability, Environment, Water, Population and Communities, under the EPBC Act.

In conclusion, my dealings with the site are entirely consistent with good practice. The CIP site is not a koala site for a habitat or a corridor based on the reports of Orogen Pty Ltd and the State's own environmental experts. I am not privy to the workings or thinking of Queensland Transport. Where that State Government department plans its future rail corridors is not information that I am privy to.

If I can provide any further information to your Committee, please feel free to ask of me.

Yours faithfully
DOYLE GROUP

CRAIG DOYLE
Managing Director

Memorandum of Understanding

Minister for Industrial Development of Queensland
Cunningham Industry Precinct Pty Ltd as trustee for
the Cunningham Industry Precinct Trust

Maximus Group Pty Ltd

Development of the Ebenezer Industrial Area

Allens Arthur Robison
Riverside Centre
123 Eagle Street
Brisbane QLD 4000
Tel 61 7 3334 3000
Fax 61 7 3334 3444
www.aar.com.au

Memorandum of Understanding

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Date

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Parties

1. Minister for Industrial Development of Queensland, care of Property Services Group, Level 3, 100 George Street, Brisbane Queensland (*Minister*).
2. Cunningham Industry Precinct Pty Ltd (ACN 122 102 158) as Trustee for Cunningham Industry Precinct Trust c/- Doyle Group Holdings Pty Ltd (ACN 120 550 825) of Level 14, 1 Eagle Street, Brisbane, Queensland (*Cunningham*).
3. Maximus Group Pty Ltd (ACN 124 837 145) of Level 1, 12 Riverview Terrace, Indooroopilly, Queensland (*Maximus*).

Recitals

(together the *Parties*)

- A The Parties propose to develop the Ebenezer Industrial Area.
- B The Parties have agreed to investigate the feasibility of the Proposal, and to negotiate in good faith to see if agreement can be reached in respect of the Proposal.
- C This MOU is intended to facilitate the investigation of the Proposal but is not intended to (and does not) create any legal relationship between the Parties except as expressly provided for in this MOU.

It is agreed as follows.

1. Definitions and Interpretation

1.1 The following definitions apply unless the context requires otherwise.

Developed means having improved land for the purpose of sale, and includes, without limitation, carrying out earthworks, subdividing, obtaining planning approvals over, connecting Services to, granting rights of occupation over, or constructing improvements and infrastructure on, land. **Develop** has a similar meaning.

Development Expenditure Item includes any infrastructure, expertise, investigation or other thing necessary to facilitate the Proposal. For example, road networks, sewerage systems, engineering services, electricity and water delivery systems, geotechnical testing, accounting services, legal advice, surveying and hydraulic modelling would all be Development Expenditure Items.

Development Agreement means an agreement entered into by the Parties relating to the delivery, use, management or ownership of a Development Expenditure Item or anything incidental, or related, to a Development Expenditure Item. To remove doubt, this MOU is not a Development Agreement.

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Ebenezer Industrial Area includes the land identified in the Land Plan, and any additional land which the Parties (from time to time) agree to include in the Ebenezer Industrial Area. To remove doubt, any included land must be in close proximity to the land in the Land Plan and considered suitable, by all the Parties, for inclusion in the Ebenezer Industrial Area for the Intended Use.

Equitable Land Release Program means a program by which the Parties agree the sequence of release of Developed parcels of land within the Ebenezer Industrial Area. Such program is intended to ensure that all Parties have certainty as to development timelines, have the ability to develop and market their land within the Ebenezer Industrial Area with reasonable commercial competition, and will derive an appropriate reasonable profit from the sale of their Developed land. To remove doubt, a Stand Alone Development will not be included in an Equitable Land Release Program.

Government Authority includes:

- (a) any government in any jurisdiction, whether federal, state, territorial or local;
- (b) any provider of Services, whether statutory or not; and
- (c) any other person, authority, instrumentality or body having jurisdiction, rights, power, duties or responsibilities over the Ebenezer Industrial Area or any part of it.

ICC means the Ipswich City Council

Intended Use means the use and development of the Ebenezer Industrial Area for industrial, warehousing, manufacturing, storage and other associated purposes including Service Support Precincts. Such development also includes all required Services, infrastructure and other improvements required for use of the Ebenezer Industrial Area for those purposes.

Land Plan means the plan in Annexure A.

MOU means this Memorandum of Understanding.

Party means a party to this MOU. ***Parties*** has a similar meaning.

Proposal means the things referred to in clause 2.

Public Announcement means an announcement to the public of the negotiation, existence, subject matter, terms or condition of this MOU other than an announcement to:

- (a) a Party's employees;
- (b) regulatory bodies or other relevant authorities whose consent or support is required to give effect to the agreements and activities contemplated by this MOU;
- (c) customers or suppliers of a Party's business reasonably necessary for the conduct of the Party's business; or
- (d) disclosure in accordance with clause 7.2.

Related Body Corporate has the same meaning as set out in section 50 of the Corporations Act 2001 (Cth).

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Services means all water, sewerage and drainage, gas, electricity, telephone and other installations, services and utilities which may now, or in the future, be provided to the Ebenezer Industrial Area.

Service Support Precincts means parts of the Ebenezer Industrial Area used for commercial, retail, entertainment, or other services and facilities. For example, bank/financial offices, support offices/business park facilities, tavern/eateries, convenience shopping, service stations/truck stops, support retail facilities (eg. for machinery parts), and accommodation/conference facilities.

Stand Alone Development means a development or project undertaken by a Party on their landholding within the Ebenezer Industrial Area that commences prior to the availability, establishment or construction of the Services or Development Expenditure Items. To remove doubt, a Stand Alone Development may proceed prior to an agreement contemplated by clause 2.1(d).

Temporary Systems means water, sewerage and drainage, gas, electricity, telephone and other installations, services, utilities and infrastructure required by and built to facilitate development and construction of a Stand Alone Development. For example, an interim road upgrade.

1.2 Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise:

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (e) A reference to a clause, schedule or annexure is a reference to a clause of, or schedule or annexure to, this MOU.
- (f) A reference to an agreement or document (including a reference to this MOU) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this MOU or that other agreement or document.
- (g) A reference to a party to this MOU or another agreement or document includes the party's successors, permitted substitutes and permitted assigns.
- (h) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (i) Mentioning anything after *includes, including, for example,* or similar expressions does not limit what else might be included.

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2. Proposal

2.1 The commercial elements of the Proposal are as follows:

- (a) The Parties want to investigate the feasibility of developing the Ebenezer Industrial Area for the Intended Use. This MOU is only intended to relate to further studies, investigations and reports in respect of the Ebenezer Industrial Area and the Intended Use.
- (b) In investigating the feasibility of developing the Ebenezer Industrial Area for the Intended Use, the Parties will work collaboratively and in good faith to achieve the best possible outcomes in relation to the Proposal.
- (c) The Parties will jointly examine such matters as they consider appropriate to determine the feasibility of developing the Ebenezer Industrial Area for the Intended Use.
- (d) The Parties acknowledge that:
 - (i) the Equitable Land Release Program, including the size of development parcels, the tenure which would be offered and anticipated pricing scales;
 - (ii) the scope and nature of Services and Development Expenditure Items which need to be provided to facilitate the development of the Ebenezer Industrial Area for the Intended Use;
 - (iii) the most appropriate sequence and priority of the delivery of Services and Development Expenditure Items to the Ebenezer Industrial Area (including whether they will be delivered in accordance with the South East Queensland Infrastructure Plan and Program);
 - (iv) the content and form of all required Development Agreements, and
 - (v) the amount and type of any assistance to be provided by a Government Authority,are intended to be agreed upon after the completion of the investigations contemplated by this MOU.
- (e) The Parties acknowledge and agree that should the delivery of Services and Development Expenditure Items to the Ebenezer Industrial Area occur outside the South East Queensland Infrastructure Plan and Program, the Parties will be required to contribute to the costs of such Services and Development Expenditure Items through a Development Agreement, provided that:
 - (i) a Government Authority has agreed to allow offsets against any costs of headworks or other works done to facilitate the delivery of such Services and Development Expenditure Items; and/or
 - (ii) an appropriate infrastructure charging regime is implemented by a Government Authority which provides for the charging of costs against developers that benefit from the Services and Development Expenditure Items delivered by the Parties.

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- (f) It is intended that the Parties will contribute to the costs of engaging consultants, contractors and other parties related to this MOU or the Proposal pro rata on the basis of the area of their respective land holdings. For example, if a Party holds 25% of the total land held by the Parties in the Ebenezer Industrial Area, that Party will contribute 25% of the cost towards the engagement of each consultant. It is intended that the cost contribution regime will be formalised by way of a separate agreement between the Parties.
- (g) All consultants, contractors and other parties engaged in respect of this MOU or the Proposal will be jointly appointed and instructed, with their appointment formalised in writing, executed by, or on behalf of, all the Parties.
- (h) The Parties agree to meet regularly to co-ordinate and discuss the progression of the Proposal and any proposed or continuing Stand Alone Developments. A representative may be nominated to attend meetings on behalf of a Party, and consultants may attend such meetings where a Party does not have an objection to the consultant's attendance.
- (i) The Parties must:
 - (i) keep each other regularly informed of the progress of their own investigations about, and work towards, the Proposal;
 - (ii) provide such information and documents as are reasonably requested by any other Party where such information or documents are related to the Proposal; and
 - (iii) provide the other Parties with reasonable notice of any meetings with any Government Authority or consultant in respect of the Proposal, and provide the other Parties with the opportunity to attend such meetings (where the relevant Government Authority or consultant has given its approval to such attendance).

3. Stand Alone Developments

- 3.1 The Parties acknowledge that a Stand Alone Development may proceed provided the Parties are satisfied that:
 - (a) any impact or effect, whether detrimental or otherwise, of the Stand Alone Development on the Ebenezer Industrial Area or Intended Use can be appropriately managed and mitigated; and
 - (b) the Stand Alone Development will be self sufficient and able to function, develop and operate independently. For example, the Stand Alone Development may be required to construct the Temporary Systems.
- 3.2 If a Stand Alone Development is to proceed pursuant to clause 3.1, then:
 - (a) the intention is that the Stand Alone Development must access and utilise relevant Development Expenditure Items and Services when they become available for use and contribute to the costs of such access and utilisation (*Costs*) as agreed by the

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Parties. For example, the Stand Alone Development may use an interim road constructed to facilitate its operation but must discontinue that use once an appropriate permanent road is built;

- (b) to the extent that a Temporary System can be utilised in the overall development of the Ebenezer Industrial Area, an offset may be allowed against the Costs; and
- (c) The Parties will agree upon whether and in what proportion, the Costs will be offset under clause 3.2(b).

4. Good faith negotiation

- 4.1 The Parties will negotiate in good faith to agree upon, and if appropriate, enter into the agreements contemplated by the Proposal and any other ancillary agreements or documents, embodying the understanding set out in this MOU.

5. Conduct of Parties

- 5.1 Each Party must at all times act:

- (a) in a thorough, professional and competent manner;
- (b) in a manner consistent with the good name, goodwill and reputation of each other Party; and
- (c) in compliance with all applicable laws and regulations.

- 5.2 Each Party must not:

- (a) do any act which brings the other Party into disrepute;
- (b) place itself, or allow itself to be involved, in a matter which may result in a real or perceived conflict of interest in respect of the Proposal;
- (c) collude, or attempt to collude, with other Parties to this MOU, outside of the MOU process; or
- (d) act in a way which will result in any other Party suffering a material deterioration of its public image for whatever cause which is likely to reflect unfavourably on that other Party.

- 5.3 Each Party must:

- (a) examine and satisfy itself by its own independent investigations or advice as to the Proposal, and any other information made available by the other Parties for the purposes of this MOU or the Proposal;
- (b) examine all information relevant to the risk, contingencies and other circumstances having an effect on its involvement in the Proposal;
- (c) satisfy itself as to its ability to obtain any approval, qualification, registration or licence which could be required to be held by a Party to enable it to participate in the Proposal;

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- (d) take such professional advice as is appropriate for a project of this type; and
- (e) otherwise undertake all other due enquiries and investigations in respect of the Proposal.

6. Public Announcements

- 6.1 A Party will not make any Public Announcement in relation to this MOU unless the other Party agrees in writing to the form, content and timing of the Public Announcement.

7. Confidentiality

- 7.1 Subject to clause 7.2, each Party shall keep strictly confidential and not disclose or use any information:

- (a) obtained in connection with the negotiations relating to this MOU; or
 - (b) about the existence, subject matter, conditions and terms of this MOU,
- without the prior written consent of the other Party.

- 7.2 Clause 7.1 shall not apply in the following circumstances:

- (a) any disclosure required by law, applicable stock exchange listing rules or by government authorities;
- (b) any disclosure to regulatory bodies or other relevant authorities whose consent or support is required to give effect to the agreements and activities contemplated by this MOU;
- (c) if the information is or becomes available in the public domain (other than by a breach of the confidentiality obligations in this MOU);
- (d) disclosure to solicitors, barristers or other professional advisers or consultants under a duty of confidentiality;
- (e) disclosure to a Related Body Corporate of a Party, provided that the Related Body Corporate undertakes to keep the information disclosed confidential; and
- (f) disclosure to a third party with which a Party has a contractual or other enforceable obligation of disclosure (*Other Party*), provided that the Other Party undertakes to keep the information disclosed confidential.

- 7.3 The Parties shall take all necessary actions to ensure that no accidental or unauthorised disclosure of the contents of this MOU occurs.

- 7.4 For the avoidance of doubt, this clause 7 survives termination of this MOU.

8. No Agency, Partnership or Other Association

- 8.1 The Parties must ensure that neither they, any of their Related Bodies Corporate nor any person engaged by them claim, represent or hold themselves out to be:

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- (a) acting in any capacity on behalf of;
- (b) an agent or contractor of; or
- (c) in any relationship of partnership, joint venture or other association with, the Minister or a Government Authority.

8.2 No Party may undertake an obligation on behalf of another Party or legally bind another Party without that Party's consent. Nothing contained in this MOU will constitute the parties as partners, agents, employees or representatives of the other.

9. Party as Trustee

9.1 If a Party enters into this MOU as trustee of any trust (the Trust), then the Party:

- (a) discloses that it enters into this MOU as trustee of the Trust;
- (b) warrants to the other Parties that:
 - (i) the Trust is created validly and is in existence;
 - (ii) the Party is the sole trustee of the Trust and has been appointed validly;
 - (iii) the Party has full and free power to enter into this MOU and to perform all the obligations imposed upon it under this MOU; and
 - (iv) this MOU has been duly authorised and executed by the Party and that if any consent or approval is required for the Party to enter into this MOU or the performance by the Party of its obligations under this MOU, it has been obtained.
- (c) acknowledges that:
 - (i) the Party accepts and undertakes personal liability under this MOU;
 - (ii) the Party must not before the satisfaction of all liability under this MOU, personally and/or by the Trust exercise in its own favour any right of indemnity, lien or charge to which it may be entitled under or in respect of the assets of the Trust; and
 - (iii) if any of the assets of the Trust are at any time in the hands of the Party free of their Trust character by virtue of the exercise or purported exercise of any such right of indemnity, lien or charge, the Party must hold those assets on behalf of the other Parties to the extent to which any liability under this MOU has not been satisfied.
- (d) the Party agrees with the other Parties that if at any time before satisfaction of any liability under this MOU:
 - (i) the Party ceases for any reason to be the sole trustee of the Trust, the Party must procure any new or additional trustee of the Trust to execute in favour of the other Parties such covenants relating to this MOU as the other Parties may reasonably require, including covenants in the like terms as those contained in this clause;

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- (ii) it will notify the other Parties promptly in writing if the Trust is determined or for any reason ceases to exist.

10. Powers Not Fettered

10.1 The Parties acknowledge and agree that:

- (a) the Minister enters into this MOU as the owner of the part of the land which constitutes the Ebenezer Industrial Area;
- (b) the Minister gives no warranty and makes no representation to the Parties as to the way the Minister or any other Government Authority may exercise any discretion relevant to any aspect of this MOU or the activities contemplated by this MOU (including as to the grant of any approval relating to the Ebenezer Industrial Area); and
- (c) nothing in this MOU will fetter the exercise by the Minister or any other relevant Government Authority of any discretion whether to grant, grant subject to conditions, or refuse any approval or fetter the exercise by the Minister or any Government Authority of any resumption, planning or other regulatory powers.

11. Parties to this MOU

- 11.1 A Party may, at any time, by giving 30 days written notice to all the other Parties, cease their involvement in this MOU or the Proposal.
- 11.2 The Parties acknowledge that, from time to time, additional Parties may seek to join in this MOU either in addition to, or replacement of, existing Parties to this MOU. Such addition or replacement is subject to the agreement of all other Parties at that time, and the incoming party already owning land within the Ebenezer Industrial Area.
- 11.3 Upon a Party selling (or entering into an unconditional agreement to sell) all of its land within the Ebenezer Industrial Area, that Party's involvement in this MOU will end.

12. Costs

- 12.1 To the extent permitted by law, no Party will have any claim of any kind whatsoever against the other Parties (or their officers, employees, contractors, agents or advisers), whether in contract, tort (including negligence), equity, under statute or otherwise, arising from or in connection with:
 - (a) any costs, expenses, losses or liabilities suffered or incurred by a Party in participating in this MOU or the Proposal; or
 - (b) a Government Authority or the Minister exercising or failing to exercise, in their absolute discretion, any regulatory, resumptive, planning or approval powers in respect of the Proposal.

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13. Notices

13.1 Any notice, demand, consent or other communication (a Notice) given or made under this MOU:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender;
- (b) must be addressed and delivered to the intended recipient at the address or fax number below or the address or fax number last notified by the intended recipient to the sender after the date of this MOU:

- (i) to Minister: Property Services Group
Level 10
Quay Central
95 North Quay
Brisbane Q 4000
Australia

Attention: Director
Fax No: +61 7 3224 7581

- (ii) to Cunningham: Doyle Group Holdings Pty Ltd
Level 14
Waterfront Place
1 Eagle Street
Brisbane Q 4000
Australia

Attention: Greg Connors
Fax No: +61 7 3221 7176

- (iii) to Maximus: Maximus Group Pty Ltd
Level 1
12 Riverview Terrace
Indooroopilly Q 4068
Australia

Attention: Chris Matheson
Fax No: +61 7 3378 0556

- (c) will be taken to be duly given or made when delivered, received or left at the above fax number or address. If delivery or receipt occurs on a day that is not on a week day on which banks are open for business in the place to which the Notice is sent (a **Business Day**) or is later than 4pm (local time) at that place, it will be taken to have been duly given or made at the commencement of business on the next Business Day in that place.

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14. Use of Intellectual Property

- 14.1 The Parties must not use any trade mark, or any substantially identical or deceptively similar mark, or any other intellectual property of any other Party, without that other Party's prior written approval, which may be withheld in that Party's absolute discretion.

15. Governing Law and Disputes

- 15.1 This MOU shall be governed by, and construed in accordance with, the laws of Queensland.

16. Non-Binding Effect

- 16.1 The provisions of this MOU are not intended to create legal relations between the Parties, except for clause 7 which creates legally-binding obligations and is intended to create legal relations between the Parties.

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Executed by **Maximus Group Pty Ltd (ACN 124 837 145)** in accordance with s127 of the Corporations Act:

Director

Name

CHRIS MATHESON

Director/
Secretary

Name

Witness:

Print
Name

GREGORY LOWNORS

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Annexure A

Land Plan

SEQ Regional Plan 2005 - 2026, Amendment 1, Regional land use categories



No property selected

Land use category: No data available

The information provided in the mapping is indicative only and reference to particular parcels should be checked against endorsed versions of the SEQ Regional Plan 2005 - 2026, Amendment 1, Major Development Areas and Regulatory Provisions, including Schedule 1 - Regulatory Maps, October 2006, Maps SEQRP1 to SEQRP33.

All the information contained within the mapping is derived from the Digital Cadastral Database (DCDB), May 2005, as supplied to the Office of Urban Management. The Coordinator-General, by the Department of Natural Resources and Water.

While every care is taken to ensure the accuracy of this product The Coordinator-General and the Department of Natural Resources and Water make no representations or warranties about the accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs you may incur as a result of the product being inaccurate or incomplete in any way or for any reason. (C) The State of Queensland 2006

Regional Landscape and Rural Production Area

- Urban Footprint
- Rural Living Area
- Investigation Area
- Mt Lindsay/North Beaudesert Study Area
- Major Development Area (MDA)

Land use category - general description

Regional Landscape and Rural Production Area - identifies areas with values that should be protected from urban and rural residential development.

Urban Footprint - identifies areas to accommodate urban growth to 2026.

Rural Living Area - identifies areas predominantly for continuing rural residential development.

Investigation Area - identifies areas that are relatively unconstrained by regional landscape values. Subject to further investigation, parts of these areas may be suitable for longer term urban development.

Mt Lindsay/North Beaudesert Study Area - identifies an area where rural residential zoned land within the regional landscape and rural production or investigation area may be developed for rural residential uses by 2 March 2008.

Major Development Area (MDA) - identifies key sites being considered for future residential and economic development.