



City of
Ipswich

**IPSWICH
CITY
COUNCIL**

AGENDA

of the

COUNCIL SPECIAL MEETING

**Held in the Council Chambers
2nd floor – Council Administration Building
45 Roderick Street
IPSWICH QLD 4305**

**On Thursday, 1 August 2019
At 9.00 am**

The purpose of the meeting is to consider:

1. DEDICATION OF LAND AND TRANSFER OF LAND TITLE - LOT 160 ON SP271657

BUSINESS

- A. OPENING OF MEETING:
- B. WELCOME TO COUNTRY OR ACKNOWLEDGEMENT OF COUNTRY:
- C. OPENING PRAYER:
- D. APOLOGIES AND LEAVE OF ABSENCE:
- E. OFFICERS' REPORTS:
 - DEDICATION OF LAND AND TRANSFER OF LAND TITLE - LOT 160 ON
SP271657..... 5

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Doc ID No: A5671880

ITEM: E.1
SUBJECT: DEDICATION OF LAND AND TRANSFER OF LAND TITLE - LOT 160 ON SP271657
AUTHOR: SENIOR PROPERTY OFFICER
DATE: 18 JULY 2019

EXECUTIVE SUMMARY

This is a report concerning the dedication of land as open space and a transfer of land located at 60 Springfield Greenbank Arterial, Springfield Central, described as Lot 160 on SP271657 from Ipswich City Council as trustee of the current trust to Ipswich City Council in freehold without a trust.

RECOMMENDATION

That the Interim Administrator of Ipswich City Council resolve:

- A. That pursuant to clause 1.1 of the schedule of trusts in transfer no. 714609182, Council determines that dedication of the land described as Lot 160 on SP271657 as open space is required.**
- B. That pursuant to clause 4.1 (a) of the schedule of trusts in transfer no. 714609182, Council determines that the dedication of the land described as Lot 160 on SP271657 as open space is to be by transfer to Council in fee simple without a trust.**
- C. That the Chief Executive Officer be authorised to execute the transfer of land described as Lot 160 on SP271657 and to do any other acts necessary to implement Council's decision to transfer this land in accordance with section 13(3) of the *Local Government Act 2009*.**

RELATED PARTIES

The land described as Lot 160 on SP271657 (formerly Lot 60 on SP251816) was transferred to Council by Springfield Land Corporation (No. 2) Pty Ltd (SLC@) in 2012. According to clause 1.1 of the schedule of trusts, the land is held by Council on trust for the future dedication as open space as when it is determined to be required by Council.

In dedicating the land as open space, Council must determine the most appropriate method under clause 4 of the schedule of trusts. The recommended method of dedication of open space is by transferring the land to Council in fee simple without a trust (see attachment 5).

This will provide Council with the most flexibility in dealing with the use of the land subject to any governance requirements ensued on Council as a manager of the asset. Council is transferring the land from Ipswich City Council as trustee of the current trust to Ipswich City Council in freehold without a trust

ADVANCE IPSWICH THEME LINKAGE

Caring for the community

PURPOSE OF REPORT/BACKGROUND

In 2012, the property at Lot 160 on SP271657 was transferred to Council from Springfield Land Corporation (SLC) as part of their dedication requirements under the Brookwater Precinct Plan. Simultaneously, Council and the Brisbane Lions entered into negotiations to develop a purpose built AFL stadium and high performance training facility on the property, known as the Northern Sportsfields. This property was identified as the most appropriate site for the proposed stadium due to its proximity to the Springfield Central Rail Station and the developing and surrounding residential, commercial and retail precincts in Springfield Central.

The parties entered into the original Heads of Agreement in 2013 (see attachment 1), however the proposed stadium did not progress and the Brisbane Lions considered a range of other sites across South East Queensland. After undertaking this process the property at Lot 160 on SP271657 was identified as the preferred location and the parties entered into another Heads of Agreement in 2017 (see attachment 2).

Since the execution of the Heads of Agreement, Council has been in negotiations with the Brisbane Lions regarding the design and construction of the stadium as well as the terms of tenure for the site. The Brisbane Lions have proposed to develop the southern part of the property with facilities incorporating a stadium for playing Australian Football League Woman's (AFLW), AFL pre-season and training, second tier AFL games, other community uses and sporting events and a high-performance training and administration centre. A secondary oval will be developed on the northern part of the property for the use by community sporting clubs.

FINANCIAL/RESOURCE IMPLICATIONS

As part of the transfer of the land, Council will be liable for payment of stamp duty under the Duties Act 2001. The amount of stamp duty paid on the transfer of the land will be determined from the market value of the property. Council have engaged a registered valuer to undertake a valuation of the property as a requirement of calculating the stamp duty amount (see attachment 6).

RISK MANAGEMENT IMPLICATIONS

As part of the Heads of Agreement between the parties, the Brisbane Lions intend on building a purpose built AFL stadium, which is supported by State and Federal funding. The intended development of the stadium incorporates a number of subsidiary uses to support the requirements and use by an AFL team to train and play from. The trust over the land

restricts the development of the stadium as required by the Brisbane Lions. If the land is not dedicated as open space and transferred from Ipswich City Council as trustee of the current trust to Ipswich City Council in freehold without a trust, it proposes a high risk of restricting the intended development of the stadium.

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions:

Land Title Act 1994

Local Government Act 2009

Local Government Regulation 2012

Trusts Act 1973

Council will submit a *Form 1 Transfer* document to the land titles office to register and execute the transfer of land title. Additionally, Council will submit *Form D2.2—Dutiable Transaction Statement* to the Office of State Revenue for the payment of stamp duty.

COMMUNITY AND OTHER CONSULTATION

There has not been any community consultation undertaken by Council on the stadium proposal. Within the Heads of Agreement the following has been identified to benefit the community as part of the development of the facilities and accommodating a national sporting team:

- Use of the stadium field by the community and community organisations subject to agreed conditions by the parties;
- Community use by sporting groups for the secondary ovals;
- Council and the Brisbane Lions to work collaboratively in the delivery of community benefit programs;
- Additional ancillary improvements to the stadium will be developed within the facility and these will become available for community use, subject to the usage requirements by the Brisbane Lions.









Springfield City Group have been consulted and have advised that they do not consider this as their preferred course of action in relation to this parcel of land, however Council does not require their agreement to proceed.

CONCLUSION

To facilitate and progress the development of the proposed stadium by the Brisbane Lions, it is recommended that Council adopt the resolutions in this report.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.0	Heads of Agreement - Between ICC and Springfield Land Corp and Brisbane Lions
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	and AFL - 2013  
2.0	Heads of Agreement - Between ICC and Brisbane Lions and AFL - 2017  
3.0	Title Search - 160 SP271657  
4.0	Title Dealing 714609182  
	CONFIDENTIAL
5.0	Letter to ICC from Tim Horrell - 26 Jul 2019
6.0	Valuation Report - Springfield Greenbank Arterial Springfield Central

Brett McGrath
SENIOR PROPERTY OFFICER

I concur with the recommendations contained in this report.

Sean Madigan
GENERAL MANAGER - COORDINATION AND PERFORMANCE

“Together, we proudly enhance the quality of life for our community”



Heads of Agreement

BETWEEN Ipswich City Council ("ICC") ABN 61 461 981 077
AND Springfield Land Corporation ("SLC") ABN 39 862 494 135
AND Brisbane Bears-Fitzroy Football Club Ltd, trading as the Brisbane Lions, ("BLAFC") ABN 43 054 263 473
AND Australian Football League Ltd (AFL) ABN 97 489 912 318

Together "the parties"

REGARDING The inclusion of the BLAFC high performance training and administration centre within the Centenary Sport Hub development planned for Springfield in the City of Ipswich

DATE

1. Introduction

Terms used in this Agreement are defined in Section 14.

The parties wish to develop community Facilities incorporating a high performance training and administration centre for the BLAFC within the City of Ipswich at Springfield.

This document sets out the basis upon which the parties intend to progress the Project and the key inputs and outcomes expected by each party.

2. Proposed Facilities

The Facilities that shall be developed are proposed to be as outlined in Attachment 1 to this document. The parties acknowledge that the design is a concept drawing only at this stage and further discussions will take place between the parties to fine tune the design however, the Site location and area within the boundary will not be less than indicated in Attachment 1.

3. Estimated Costs and Funding

The estimated construction cost of the Facilities and related infrastructure is between \$45M and \$70M excluding GST, or such other amount as agreed by the parties.

It is anticipated that the Facilities shall be funded via a joint funding proposal between Federal Government, Queensland State Government, AFL, BLAFC, ICC and SLC.

The parties shall work collaboratively and in good faith in seeking funding from the State and Federal Governments within an agreed timeframe, but no later than 30 June 2014 unless otherwise agreed by the parties.

^{notwithstanding any other term in this agreement}
In the event that the parties are unable to secure funding by 30 June 2014 for the Project on terms satisfactory to BLAFC (other than by way of debt repayable by BLAFC) in the amount of \$25m, or such other lower sum as BLAFC determines, then BLAFC will have the right to terminate this Agreement and any associated Further Agreements ^{may immediately} without penalty.

ICC and SLC also agree to consider the use of the Springfield Community Facilities Fund (SCFF) as a source of funding for the Facilities. The exact use of the SCFF would be subject to further negotiation, but could for example, be used to service interest payment on a loan for the construction of a particular part of the proposed Facilities, with the loan being repaid over time. Any contribution from SCFF will not be repayable by the BLAFC or AFL.

The AFL will contribute to the Project in line with its established principles for such project both for AFL Clubs and community projects. Final amounts can only be confirmed by the AFL Commission when all the details are presented.

4. Facilities Locality Principles

Subject to approval under provisions of the Ipswich Planning Scheme it is proposed that the Facilities shall be located within the Site as outlined in Attachment 1 ("Site").

Additional space for expansion to accommodate BLAFC's training and administration needs over the term of the lease and any extension thereof shall be allowed for in the master planning and location for the proposed Facilities development. Such expansion would be subject to Council's normal planning requirements.

5. General Principles

- a) All parties will work collaboratively to plan and develop the BLAFC's proposed Facilities as outlined in Attachment 1 including using best endeavours to redesign the proposed Facilities to achieve the required functionality should sufficient funding for the current proposed Facilities not be secured on terms acceptable to the parties.
- b) The Site as identified in Attachment 1 shall be provided to the BLAFC by the ICC in accordance with the general principles as outlined in this Agreement and in particular under the Lease.
- c) SLC acknowledges that Council will dedicate the land that includes the Site, currently held by Council on trust for future open space purposes, by way of a transfer of the land to Council in freehold as provided under the trust document.
- d) All bulk earth works required to achieve the final desired landform and reticulation of services to the boundary of the Site shall be undertaken by SLC and ICC prior to the commencement of construction of the Facilities. Such works shall be at no cost to the BLAFC

- e) Waypoint Pty Ltd, ABN 74 645 455 008, will be retained by the Parties as the exclusive provider of sports facility development advice with regards to any future work on the proposed project at Springfield. This includes the Project Director role for the proposed development.
- f) The Concept Plans presented as part of the ICC and SLC Facility Development Proposal for the Lions Training and Administration Facility, shall remain the joint intellectual property of Waypoint Pty Ltd and Populous Pty Ltd and cannot be used by the BLAFC for any other site, other than at Springfield.
- g) The parties agree to work in collaboration and in good faith on the exterior design of the proposed Facilities to ensure the best design outcome to the satisfaction of all parties and within the agreed Project budget.
- h) SLC and ICC agrees that they will not place unreasonable conditions on the exterior design of the Facilities and in the event that a disagreement with BLAFC cannot be resolved, the parties shall act promptly and fairly which may include the appointment of an independent, mutually agreed Mediator to resolve the disagreement.
- i) SLC and ICC acknowledge that BLAFC will have the final decision with respect to the design and layout of the interior of the buildings within the Site.
- j) BLAFC must ensure that the design and layout of the interior of the buildings is such that it can be constructed within the agreed Project budget.
- k) BLAFC will hold all rights (e.g. signage, naming, catering, hire) to all Facilities (including the AFL standard playing surface/oval/stadium built as part of this Agreement and be entitled to on-sell such rights on such terms as BLAFC shall determine from time to time. Naming rights will be subject to Council approval which shall not be unreasonably withheld or delayed.
- l) BLAFC will provide SLC and ICC the opportunity to display Council branding around sections of the AFL standard playing oval subject to BLAFC meeting its sponsorship and rights obligations, BLAFC and ICC agreeing on the size and location of such branding and Ipswich Planning Scheme provisions.
- m) BLAFC shall own all Facilities built within the Site during the term of the Lease, and any further term as negotiated. At the end of the Lease term or any extension thereof, then the assets built under this Agreement shall transfer to ICC ownership.
- n) ICC agrees that it will allow the development of commercial electronic gaming or social facilities within the Project subject to normal planning and gaming regulation approvals.
- o) All parties shall be responsible for their own costs associated with the preparation of the Lease and the Further Agreements.
- p) The parties agree that a Project Control Group will be established to oversee the implementation of the Project. In addition a Project Working group will be established that will report in to the Project Control Group and be responsible for the day to day running of the project.

6. Specific Principles

6.1. Lease

- a) Subject to Council complying with the Local Government Act (if necessary) and resolving in favour of a lease, BLAFC shall be offered a 50 year Lease to occupy the Site by the ICC. The annual rental shall be \$1 per annum subject to compliance with the material provisions of the Lease by BLAFC. The Lease shall be consistent with intent of this Agreement and grant a usage of the Site on all year round basis for the purposes of training, rehabilitation and any other related activity associated with the BLAFC's operation as an elite football team.
- b) At the end of the initial term BLAFC shall be offered a further term of a 49 year Lease by the ICC subject to the Local Government Act on terms to be negotiated but on terms not less favourable to the current arrangement.
- c) As part of the Lease, the BLAFC shall be entitled to hold commercial and community activities such as practice matches, sponsor events and community events/clinics at the Site.
- d) ICC shall be responsible for all Council fees, charges and rates associated with BLAFC's occupation of the proposed Site.
- e) BLAFC shall be responsible for all outgoings and utilities fees associated with BLAFC's usage of the proposed Site, excluding those Council fees, charges and rates as outline in Clause 6.1d).
- f) BLAFC will be able to sub-let or licence the Facilities, or any part of the Facilities, within the Site, subject to ICC approval (which shall; not be unreasonably withheld or delayed) and such usage being permissible under the relevant provisions of the Ipswich Planning Scheme.

6.2. Building, Oval and General Maintenance

- a) BLAFC will meet the costs of building, oval and general maintenance relating to the leased area and Facilities during the period of the Lease. The BLAFC may pass on all reasonable and proportional maintenance costs to community users/commercial partners whom may use the Facilities, as part of the user charges developed for these areas.

6.3. Community Usage of BLAFC Gymnasium Facilities

- a) BLAFC will make the indoor gymnasium available to QAS recognised high performance athletes, other groups/individuals that the ICC and BLAFC jointly approves, when the Facilities are not required for training or rehabilitation by BLAFC or under other contractual commitments of BLAFC.
- b) Community usage of the indoor gymnasium will not be unreasonably withheld and will be on a "cost recovery" basis (i.e. BLAFC and ICC are not expected to in any way subsidise the cost of maintenance, cleaning and operations as a direct result of community usage of the Facilities). BLAFC will jointly with ICC set the community usage fees on an annual basis.
- c) Usage of the gymnasium by the approved community users shall be subject to and on the terms of a Standard User Agreement as determined by BLAFC from time to time.

- d) Given the variable nature of the AFL season and elite training and rehabilitation needs, it is recognised by all parties that community access may vary from time-to-time. All parties will work co-operatively to maximise available time for community usage and provide reasonable notice to minimise inconvenience to all users.

6.4. Community Usage of 25m Lap Pool Facilities

- a) In the event a 25m lap pool forms part of the Facilities, BLAFC will make the 25m lap pool available for community learn-to-swim usage (via an arrangement with a commercial operator) when the Facilities are not required for training or rehabilitation by BLAFC or under other contractual commitments of BLAFC.
- b) Community usage of the 25m lap pool will not be unreasonably withheld and will be encouraged based on a "commercial" basis (i.e. BLAFC and ICC are not expected to in any way subsidise the cost of maintenance, cleaning and operations as a direct result of community usage of the Facilities, and may expect a commercial return from such usage in accordance with typical industry practices and benchmarks).
- c) In addition, BLAFC will provide access to the 25m lap pool on a "cost recovery" basis to QAS recognised athletes, other groups/individuals that the BLAFC approves.
- d) Usage of the 25m Lap Pool by the community / registered users shall be subject to and on the terms of a Standard User Agreement as determined by BLAFC from time to time.
- e) Given the variable nature of the AFL season and elite training and rehabilitation needs, it is recognised by all parties that community access may vary from time-to-time. All parties will work co-operatively to maximise available time for community usage and provide reasonable notice to minimise inconvenience to all users.

6.5. Community Usage of the AFL Standard Playing Surface

- a) As part of the Lease, usage of the AFL standard playing surface by groups other than the BLFC shall be permitted by the BLFC, but only if:
- This usage does not interfere with the training and rehabilitation needs of the BLFC; and
 - That usage does not adversely impact the standard of the playing surface (which is required to be maintained at all times to an AFL standard).
- b) Subject to the above Clause, other AFL and community usage of the AFL standard playing surface will not be unreasonably withheld by the BLAFC.
- c) Given the AFL contributions to the project BLAFC will work with AFL and AFLQ to ensure that elite talent programs have access to the Facilities as the BLAFC training schedule permits. User agreements and fee structures will be negotiated between BLAFC, AFL and AFLQ in good faith.
- d) Community usage will be on a "cost recovery" basis (i.e. BLAFC are not expected to in any way subsidise the cost of maintenance, cleaning and operations as a direct result of community usage of the playing surface). BLAFC will jointly with ICC set the community usage fees on an annual basis,

after consideration of the overall costs of maintaining the ground to an AFL standard.

- e) Usage of the AFL standard playing surface by the approved community users shall be subject to and on the terms of a Standard User Agreement as determined by BLAFC from time to time.
- f) Given the variable nature of the AFL season and elite training and rehabilitation needs, it is recognised by all parties that community access may vary from time-to-time. All parties will work co-operatively to maximise available time for community usage and provide reasonable notice to minimise inconvenience to all users.
- g) BLAFC and ICC agree to work in collaboration to monitor the condition of the playing surface and to adjust user access as required.
- h) The AFL's formally appointed turf consultants shall be used to determine compliance with the required playing surface standards, should any dispute between the BLAFC and ICC regarding community usage arise.

6.6. Incentive for Additional Community Usage of Facilities and Partnerships

- a) The Lease shall include provisions providing for financial incentives to the BLAFC for the delivery of additional community, social, economic and branding benefits to the SLC and ICC. Such benefits may include but not be limited to:
 - Development of a "Lions in Schools" Program.
 - Setting a minimum number of player appearances per annum within the Ipswich area.
 - Development of a Community Program (in partnership with ICC) which shall target specific social issues.
 - Holding any Club managed Corporate Golf Day at the Brookwater Golf Course.
 - Players acting as "Ipswich Ambassadors".
 - BLAFC assisting with the promotion of ICC facilities and activities.
 - AFL Community programs (delivered in partnership with BLAFC) with Springfield is a major regional focus for football activities.

6.7. Car Parking

- a) ICC and SLC shall provide sufficient land within the area immediately adjacent to the Building Envelope to enable BLAFC to comply with all parking requirements arising out of the town planning process, but, at a minimum will provide sufficient land for 180 car parking spaces.

6.8. Signage

- a) ICC recognises the BLAFC's need for sponsorship and identification signage at the Facilities and shall enable the BLAFC to erect (as a minimum and subject to the Ipswich Planning Scheme):
 - BLAFC and commercial signage around the perimeter of the AFL standard playing surface;

- BLAFC and commercial signage on the training and administration building;
- BLAFC and commercial signage flagpoles within the Site;
- BLAFC and commercial signage facing the railway stations and adjacent roads; and
- BLAFC and commercial signage at and around the entrance to the facility and the Site.

7. Commercial Development Rights

ICC and SLC acknowledge that any planning approval relating to the Site may (subject to the ICC planning scheme and the *Sustainable Planning Act 2009*) accommodate a range of development uses that can, at the election of BLAFC, be commercialised as income producing activities for the BLAFC. These opportunities shall be consistent with the proposed Facility Development Proposal and include but are not limited to uses such as a licensed club (including licensed gaming and social Facilities), Medical Centre, child care centre, indoor sport and recreation, gymnasium, aquatic centre, function and entertainment centre, restaurant, café, catering venue and other uses/Facilities that may be agreed between the parties. These uses shall not exceed 7,500sqm of Gross Floor Area.

SLC and ICC agree to assist BLAFC (subject to applicable ICC planning scheme requirements and the *Sustainable Planning Act 2009*), to maximise these opportunities. This does not oblige SLC or ICC to incur any costs to do so.

8. Agreement Binding

Each party in this Agreement agrees with the other that the clauses contained within are for the benefit of and are so as to bind the parties and their respective successors and assigns. Further, the parties acknowledge that there are some gaps in this Agreement which are yet to be finalised and which the parties will agree to use their best endeavours and act in good faith to amicably and reasonably resolve so as to not alter the intent that this Agreement be binding.

9. Confidentiality

a) The parties must treat as confidential information:

- i. The fact that the parties have entered this Agreement;
- ii. The provisions of this Agreement; and
- iii. All information provided by the other party in connection with this Agreement.

b) A party must not disclose the other party's confidential information to any person except:

- i. To employees (which term includes agents, contractors, subcontractors) on a "need to know" basis provided those persons first agree to observe the confidentiality of the information;
- ii. To legal and financial advisers;
- iii. With the other party's prior written consent which shall not be unreasonably withheld or delayed;

- iv. If required by law, any regulatory body; or
 - v. If it is in the public domain other than as a result of a party's breach of an obligation of confidentiality.
- c) The recipient of confidential information indemnifies the disclosing party against and must pay on demand any losses, costs or damages directly or indirectly incurred by the disclosing party by reason of a breach of the recipient's obligations under this Clause 6 including any breach or misuse of the disclosing party's confidential information by an employee, officer, agent, contractor, legal, financial or other professional adviser of the recipient.
- d) The obligations in this Clause 9 survive any termination or expiry of this Agreement.

10. Termination

- a) Any party may terminate this Agreement immediately by giving notice to the other parties ("the defaulting party") if the defaulting party commits a material breach of this Agreement which is:-
- i. Incapable of remedy; or
 - ii. Capable of being remedied but fails to remedy that breach within 14 days of receiving a written request from the other party to do so;
 - iii. Is involved in any conduct or activity that brings it or any other party into disrepute, contempt;
 - iv. Is unable to pay its debts or is insolvents; or
 - v. Has an administrator appointed.
- b) The termination of this Agreement will not prejudice or affect any pre-existing liability of any party which continues to apply, either expressly or impliedly.

11. Dispute Resolution

- a) The parties to this Agreement agree that any dispute between them concerning, arising out of or directly or indirectly related to this Agreement, its meaning, existence, performance, breach, termination, validity or subject matter, shall be referred to mediation.
- b) The mediation procedure shall be commenced by a party through service of a mediation notice on the other parties. That notice must state that a dispute has arisen and state what the dispute is.
- c) The parties agree that an independent mediator shall be appointed as the mediator by either party and if there is no agreement by the President of the Queensland Law Society Inc.
- d) The mediation shall be conducted in accordance with The Institute of Arbitrators and Mediators Australia Mediation and Conciliation Rules as amended from time to time.
- e) The parties shall at all times maintain confidentiality about all matters arising in the mediation, except to the extent that such matters are already public (other

than as a result of a breach of an obligation of confidentiality) or to such extent as may be agreed between the parties or as required by law.

- f) All discussion and negotiation during the mediation will be on a privileged, "without prejudice" basis unless such privilege is waived by the parties by agreement, either generally or in relation to any aspect. The parties may not refer in any subsequent proceedings to any such privileged discussions and negotiations or require the mediator to do so, nor may any party have access to any of the mediator's notes or call the mediator as a witness in any proceedings.
- g) The parties agree to take part in the mediation and will endeavour in good faith to resolve the dispute through the mediation but any of them may at any time terminate the process and commence Court proceedings.
- h) The parties agree that the decision of the mediation shall be final and binding upon an agreement being signed and each party bearing their own costs..

12. Agreements to be entered into to complete this transaction

- a) The parties hereto agree to immediately proceed with further preparation and execution of a number of agreements ("the Further Agreements") addressing amongst other things all matters raised in this Agreement to do with financing, structure, acquisition, land sponsorship, maintenance and the Lease. These Further Agreements shall contain such representations, warranties, covenants and indemnities similar to those in like transactions as mutually agreed between the parties in good faith. In the event that at the time the Further Agreements are entered into, the parties are different to the parties to this Agreement, the parties shall procure that the substitute parties shall agree, in addition to the existing parties, to be obliged to perform, purchase, be responsible or obligated to commit themselves to this Agreement and the Further Agreement.
- b) Following the date of execution of this Agreement, the parties shall afford to each other free and full access to such records reasonably required for the purpose of this Agreement on reasonable notice during normal business hours in order to permit the parties to conduct such of the transactions contemplated in the Further Agreements. The parties will hold in confidence all information obtained in respect of this further information in order that they expeditiously execute the Further Agreements.
- c) The parties to this Agreement represent and warrant to each other that they will not enter into any other Agreement or deal with any other party in respect of the business contemplated by this Heads of Agreement until all parties in good faith have exhausted all avenues to enter the Further Agreements or this Agreement has been otherwise terminated.

13. Miscellaneous

- a) This document is governed by and construed in accordance with the laws of Queensland.
- b) If a provision of this document is illegal, invalid, unenforceable or void in a jurisdiction it is severed for that jurisdiction and the remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

- c) An amendment or variation to this document is not effective unless it is in writing and signed by the parties.
- d) This document may be executed in any number of counterparts each of which will be considered an original but all of which will constitute one and the same instrument.

14. Definitions

In this Agreement:

Agreement means this Head of Agreement as executed.

Building Envelope means the area marked on the attached plan as "Training and Administration Facility";

Facilities mean the proposed community facilities and BLAFC high performance training and administration centre and includes the improvements marked on the attached plan marked [Attachment 1] and any other improvements developed on the Site;

Further Agreement has the meaning given to that phrase in clause 12.

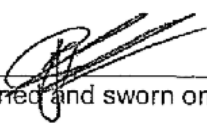
Hospital means any premises used or intended for use for the medical care or treatment of sick persons or those who require medical treatment, whether or not they are residing on the premises. The term includes the care and treatment for the mentally ill, the residential use of the premises by any person employed at the hospital, and any buildings or other structures associated with the hospital. The term does not include an institutional residence, veterinary hospital or Medical Centre.

Lease means the proposed Lease from ICC to BLAFC over the Site as outlined in clause 6 and may include an agreement for lease.

Medical Centre means any premises used or intended for use for the medical care or treatment of persons not resident on the site. The term includes premises used or intended for use by a chiropodist or podiatrist, chiropractor, dentist, medical practitioner, optometrist, pathologist, physiotherapist, radiologist or similar paramedical person, in the practice of that profession. The term does not include a Hospital.

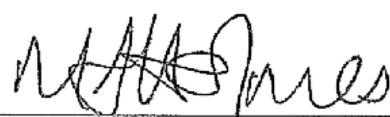
Project means the proposal to develop the Facilities and associated infrastructure as contemplated by this Agreement.

This Heads of Agreement was executed in Springfield on the 5th day of July 2013.


Signed and sworn on behalf of Ipswich City Council by its authorised officer.


Signed for and behalf of Springfield Land Corporation by its authorised officer.


Signed for and behalf of Australian Football League by its authorised officer.


Signed for and behalf of Brisbane Bears-Fitzroy Football Club Ltd by its authorised officer.





Mayor Paul Pisasale
City of Ipswich
Queensland Australia

6 March 2013

Mr Malcolm Holmes
Chief Executive Officer
Brisbane Lions
Hyundai Centre
Level 5, Gate 2, The Gabba
WOOLLOONGABBA QLD 4102

Dear Malcolm

As Mayor of Ipswich, together with the Springfield Land Corporation, it is with great pleasure that we lodge the attached proposal in relation to the development of a state-of-the-art High Performance Training and Administration Facility for the Brisbane Lions at Springfield, Ipswich.

The proposal consists of three key documents, these being:

1. A Facility Development Proposal Summary. This document includes an overview to Springfield, our approach to the opportunity and the proposed Heads of Agreement/Commercial Terms.
2. A Facility Design and Development Proposal. This document explains the detailed design for the proposed High Performance Training and Administration Facility.
3. A Cost Estimate Report. This document has been prepared by Aquenta (independent cost consultants whom were directly appointed by the AFL).

Our philosophy in preparing the proposal has been developed based upon the desire to assist the Brisbane Lions to develop a sustainable business model. The proposal offers substantial benefits to the Brisbane Lions beyond that of a state-of-the-art High Performance Training and Administration.

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Mayor Paul Pisasale
City of Ipswich

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The proposal has been prepared in consultation with key members of your organisation, via several "interactive design workshops" that have been facilitated by our specialist sports facility advisory team (Waypoint and Populous). We believe this approach has enabled us to understand the needs of your organisation and identify an approach to the development of the facility which will satisfy your needs and aspirations well into the future.

Our approach to the proposed facility design has also been strongly driven by the philosophy that a training and administration building is more than just a place for players to prepare and administrators to manage. It:

- Is a symbol of your organisation's ambitions and values.
- Can mean the difference between failure and success.
- Can be the difference in your Club attracting the best players, coaches and administrators.

As a result of this philosophy, we believe the plans that have been prepared by our team will provide the Brisbane Lions with a facility that facilitates every possible chance of maximising your Club's financial sustainability and success, both on-the-field and off-the-field.

Recognising the importance of the decision that the Club is making, we have provided a total of 14 hard copies of our submission, which we trust will be sufficient to ensure all key stakeholders with the Club, including all Board members, have a complete copy of all of the documentation. We also request that every member of the Brisbane Lions Board be provided with a full hard copy of the proposal prior to our presentation to the Board on March 27th, as this will no doubt facilitate a more informed discussion on the day between all the attendees.

We now look forward to the Clubs consideration of our proposal, and the opportunity we have to present to the Board on March 27th.

Yours sincerely



Paul Pisasale
Mayor
Ipswich City Council



Bob Sharpless
Deputy Chairman
Springfield Land Corporation



SPRINGFIELD
LAND CORPORATION

Heads of Agreement

BETWEEN Ipswich City Council ("ICC") ABN 61 461 981 077

**AND Brisbane Bears-Fitzroy Football Club Ltd, trading
as the Brisbane Lions, ("BLAFC") ABN 43 054 263
473**

**AND Australian Football League Ltd (AFL) ABN 97 489
912 318**

Together "the parties"

**REGARDING The development of the Springfield Central
Northern Sporting Fields including a community
AFL stadium with spectator facilities and the
BLAFC high performance training and
administration centre**

DATE

1. Introduction

- 1.1 Terms used in this Agreement are defined in Section 11.
- 1.2 The parties wish to develop community Facilities incorporating a Stadium for the playing of AFLW, AFL pre-season, second tier AFL games, other community uses and sporting events and a high performance training and administration centre for BLAFC and a separate community use oval within the City of Ipswich at Springfield Central.
- 1.3 This document sets out the basis upon which the parties intend to progress the Project and the key inputs and outcomes expected by each party.

2. Proposed Facilities

- 2.1 The Facilities that shall be developed are proposed to be as outlined in Attachment 1 to this document. The parties acknowledge that the design is a concept drawing only at this stage and further discussions will take place between the parties to fine tune the design however, the Site location and area within the boundary will not be less than indicated in Attachment 1.

3. Estimated Costs and Funding

- 3.1 The estimated construction cost of the Facilities and related infrastructure is approximately \$50m excluding GST, or such other amount as agreed by the parties.
- 3.2 It is anticipated that the Facilities shall be funded via a joint funding proposal between Federal Government, Queensland State Government, AFL, BLAFC, ICC and other parties as agreed.
- 3.3 The parties shall work collaboratively and in good faith in seeking funding from the State and Federal Governments within an agreed timeframe.
- 3.4 The AFL and BLAFC will together contribute \$10m to the Project in line with the AFL's established principles for such project both for AFL Clubs and community projects. The AFL contribution is subject to AFL Commission approval.
- 3.5 Ipswich City Council agrees that funds required to be spent by Springfield Land Corporation (SLC) under existing development approval conditions for embellishment of the Site amounting to approximately \$12m (SLC Contribution) will be made available for the Project.
- 3.6 The SLC Contribution is subject to SLC and Ipswich City Council entering into an appropriate Infrastructure Agreement recognizing the SLC Contribution.
- 3.7 The parties agree that any interest earned on funds held in any bank account established for the project will be utilised for the project.

4. Facilities Locality Principles

- 4.1 Subject to approval under provisions of the Ipswich Planning Scheme it is proposed that the Facilities shall be located within the Site as outlined in Attachment 1 ("Site").

5. General Principles

- 5.1 Subject to the Specific Principles in clause 6, ICC will enter into an Agreement for Lease with BLAFC which will incorporate the terms under which the Facilities will be developed and leased to BLAFC.
- 5.2 The parties will work collaboratively to plan and develop the proposed Facilities as outlined in Attachment 1 including using reasonable endeavours to redesign the proposed Facilities to achieve the required functionality should sufficient funding for the current proposed Facilities not be secured on terms acceptable to the parties.
- 5.3 The Site as identified in Attachment 1 shall be provided to BLAFC by the ICC in accordance with the general principles as outlined in this Agreement and in particular under the Agreement for Lease.
- 5.4 ICC agrees that the Site will be included as a Development Area within the Town Centre Concept Plan under the provisions of the Springfield Structure Plan and the Springfield Town Centre Infrastructure Agreement.
- 5.5 All bulk earth works required to achieve the final desired landform ready for construction and reticulation of services to the boundary of the Site shall be undertaken by SLC and ICC prior to the commencement of construction of the Facilities. Such works shall be at no cost to BLAFC. This obligation is also subject to ICC and SLC entering into an Infrastructure agreement recognising SLC's obligation to provide the Earthworks.
- 5.6 It is agreed that the Site will be included within the suburb of Springfield Central

6. Specific Principles

Agreement for Lease

- 6.1 Subject to the funding arrangements in clause 3 being confirmed and ICC obtaining a Ministerial exemption under 236(1)(f) of the *Local Government Regulations 2012*, the parties will enter an Agreement for Lease incorporating (but not limited to) the following key terms:
 - 6.1.1 An initial term of 50 year Lease for BLAFC to occupy the Facilities, from the ICC with an option to renew for 49 years.

- 6.1.2 The annual rental shall be \$1 per annum for the first 20 years subject to compliance with the material provisions of the Lease by BLAFC. The Lease shall be consistent with the intent of this Agreement and grant a usage of the Stadium Site on all year round basis for the purposes of staging games, training, rehabilitation and any other related activity associated with BLAFC's operation as an elite football team; A rental review shall be undertaken after the first 20 years and will be carried out every 10 years after the first rental review until the initial term is completed. The new rent under any rental review will be negotiated between the parties in good faith. If the parties cannot reach agreement, the rent will be determined by a 3rd party market review. The 3rd party market review will on the basis of a lease of land for a similar purpose and function equivalent to the Facilities recognising the significant capital contribution to be made to the Facilities by BLAFC (directly and indirectly through State and Federal Government funding).
- 6.1.3 At the end of the initial term of the Lease over the Stadium Site BLAFC shall be offered a further term of a 49 year Lease (Renewal Period) by the ICC subject to the Local Government Act on terms to be negotiated.
- 6.1.4 The rent for the Renewal Period will be negotiated in good faith between the parties and if agreement cannot be reached then the rent will determined a 3rd party market review. The rent for the Renewal Period will be reviewed every 10 years in accordance with the same principles outlined in 6.1.2
- 6.1.5 BLAFC will be responsible for the design, construction and development of the Facility with input from ICC.
- 6.1.6 The parties will work in collaboration and in good faith on the exterior design of the proposed Facilities to ensure the best design outcome to the satisfaction of all parties and within the agreed Project budget.
- 6.1.7 ICC will not place unreasonable conditions on the exterior design of the Facilities and in the event that a disagreement with BLAFC cannot be resolved, the parties shall act promptly and fairly which may include the appointment of an independent, mutually agreed Mediator to resolve the disagreement.
- 6.1.8 ICC acknowledges that BLAFC will have the final decision with respect to the design and layout of the interior of the buildings within the Site.
- 6.1.9 BLAFC must ensure that the design and layout of the interior of the buildings is such that it can be constructed within the agreed Project budget.

6.1.10 BLAFC will hold all rights (e.g. signage, naming, catering, hire) to all Facilities (including the Stadium built as part of this Agreement) and be entitled to on-sell such rights on such terms as BLAFC shall determine from time to time. Naming rights will be subject to Council approval which shall not be unreasonably withheld or delayed and ICC will exercise its discretion to approve third party advertising under its Signage Policy. If BLAFC sells naming rights to the Stadium ICC agree, if requested, to refer to the Stadium by the name advised in any communications referring to the Stadium.

6.1.11 BLAFC will provide ICC the opportunity to display Council branding around sections of the Stadium subject to BLAFC meeting its sponsorship and rights obligations, BLAFC and ICC agreeing on the size and location of such branding and Ipswich Planning Scheme provisions.

6.1.12 The parties shall be responsible for their own costs associated with the preparation of the Lease and the Further Agreements.

6.1.13 A Project Control Group will be established to oversee the implementation of the Project. In addition, a Project Working Group will be established that will report in to the Project Control Group and be responsible for the day to day running of the project.

6.1.14 BLAFC shall be entitled to hold commercial and community activities such as AFLW, pre-season and practice matches, sponsor events and community events/clinics at the Site.

6.1.15 ICC shall be responsible for all Council fees, charges and rates associated with BLAFC's occupation and usage of the proposed Site.

6.1.16 BLAFC shall be responsible for all outgoing and utilities fees associated with BLAFC's usage of the proposed Site, excluding those Council fees, charges and rates as outline in Clause 6.1.15.

6.1.17 BLAFC will be able to sub-let or licence the Facilities, or any part of the Facilities, within the Site, subject to ICC approval (which shall not be unreasonably withheld or delayed) and such usage being permissible under the relevant provisions of the Ipswich Planning Scheme.

Secondary Ovals

6.2 The parties agree that the Secondary Ovals will not form part of the Agreement to Lease.

- 6.3 ICC recognises that BLAFC wish to incorporate the costs of building, maintaining and operating the Secondary Ovals as part of the Facilities. The parties agree to work collaboratively to develop a separate access arrangement which will allow the BLAFC and AFL a level of exclusivity which will recognise BLAFC' financial contribution while still allowing community use of the Secondary Ovals as a regional sports ground.
- 6.4 Any access arrangement in relation to the Secondary Oval will be subject to ICC obtaining any approvals or exemptions under the Local Government Act 2009 and the Local Government Regulations 2012.

Building, Oval and General Maintenance

- 6.5 BLAFC will meet the costs of building, oval and general maintenance relating to the leased area and Facilities during the period of the Lease. BLAFC may pass on all reasonable and proportional maintenance costs to community users/commercial partners whom may use the Facilities, as part of the user charges developed for these areas.

Community Usage of 25m Lap Pool Facilities

- 6.6 In the event a 25m lap pool forms part of the Facilities, BLAFC will make the 25m lap pool available for community learn-to-swim usage (via an arrangement with a commercial operator) when the Facilities are not required for training or rehabilitation by BLAFC or under other contractual commitments of BLAFC.

Community Usage of the AFL Standard Playing Surface

- 6.7 As part of the Lease, usage of the Stadium AFL standard playing surface by community groups shall be permitted by BLAFC, but only if:
- 6.7.1 This usage does not interfere with the training and rehabilitation needs of BLAFC; and
- 6.7.2 That usage does not adversely impact the standard of the playing surface (which is required to be maintained at all times to an AFL standard).

- 6.8 Subject to the above Clause, community usage of the Stadium AFL standard playing surface will not be unreasonably withheld by BLAFC.
- 6.9 Given the AFL contributions to the project BLAFC will work with AFL and AFLQ to ensure that elite talent programs have access to the Facilities as BLAFC training schedule permits. User agreements and fee structures will be negotiated between BLAFC, AFL and AFLQ in good faith.
- 6.10 BLAFC will jointly with ICC set the community usage fees on an annual basis, after consideration of the overall costs of maintaining the ground to an AFL standard.
- 6.11 Usage of the Stadium by the approved community users shall be subject to and on the terms of a Standard User Agreement as determined by BLAFC from time to time. The Standard User Agreement will be agreed upon by ICC and BLAFC
- 6.12 BLAFC and ICC agree to work in collaboration to monitor the condition of the playing surface and to adjust user access as required.
- 6.13 The AFL's formally appointed turf consultants shall be used to determine compliance with the required playing surface standards, should any dispute between the BLAFC and ICC regarding community usage arise.

Incentive for Additional Community Usage of Facilities and Partnerships

- 6.14 BLAFC and ICC will work collaboratively for the delivery of additional community, social, economic and branding benefits to BLAFC and the ICC. Such benefits may include but not be limited to:
- Development of a "Lions in Schools" Program.
 - Setting a minimum number of player appearances per annum within the Ipswich area.
 - Development of a Community Program (in partnership with ICC) which shall target specific social issues.
 - Holding a Club managed Corporate Golf Day at the Brookwater Golf Course.
 - Players acting as "Ipswich Ambassadors".
 - BLAFC assisting with the promotion of ICC facilities and activities.
 - AFL Community programs (delivered in partnership with BLAFC) with Springfield as a major regional focus for football activities.

Car Parking

- 6.15 This agreement is subject to the ICC and Department of Transport and Main roads entering into an agreement satisfactory to ICC in relation to the provision of public car parking adjacent to the Springfield Central Railway Station.

Signage

- 6.16 ICC recognises BLAFC's need for sponsorship and identification signage at the Facilities and shall enable BLAFC to erect (as a minimum and subject to the Ipswich Planning Scheme):
- BLAFC and commercial signage around the perimeter of the Stadium;
 - BLAFC and commercial signage on the training and administration building;
 - BLAFC and commercial signage flagpoles within the Site;
 - BLAFC and commercial signage facing the railway stations and adjacent roads; and
 - BLAFC and commercial signage at and around the entrance to the facility and the Site.

7. Commercial Development Rights

- 7.1 ICC acknowledge that any planning approval relating to the Site may (subject to the ICC planning scheme and the *Sustainable Planning Act 2009*) accommodate a range of development uses that can, at the election of BLAFC, be commercialised as income producing activities for BLAFC. These opportunities shall be consistent with the proposed Facility development and include but are not limited to uses such as a Medical Centre, child care centre, indoor sport and recreation, gymnasium, aquatic centre, offices, function and entertainment centre, restaurant, café, catering venue and other uses/Facilities that may be agreed between the parties.

8. Confidentiality

- 8.1 The parties must treat as confidential information:
- 8.1.1 The fact that the parties have entered this Agreement;
 - 8.1.2 The provisions of this Agreement; and
 - 8.1.3 All information provided by the other party in connection with this Agreement.
- 8.2 A party must not disclose the other party's confidential information to any person except:

8.2.1 To employees (which term includes agents, contractors, and subcontractors) on a "need to know" basis provided those persons first agree to observe the confidentiality of the information;

8.2.3 To legal and financial advisers;

8.2.4 With the other party's prior written consent which shall not be unreasonably withheld or delayed;

8.2.5 If required by law, any regulatory body; or

8.2.6 If it is in the public domain other than as a result of a party's breach of an obligation of confidentiality.

8.3 The recipient of confidential information indemnifies the disclosing party against and must pay on demand any losses, costs or damages directly or indirectly incurred by the disclosing party by reason of a breach of the recipient's obligations under this Clause 6 including any breach or misuse of the disclosing party's confidential information by an employee, officer, agent, contractor, legal, financial or other professional adviser of the recipient.

8.4 The obligations in this Clause 8 survive any termination or expiry of this Agreement.

9. Agreements to be entered into to complete this transaction

9.1 The parties hereto agree to immediately proceed with further preparation and execution of a number of agreements referred to in this Heads of Agreement ("the Further Agreements") addressing amongst other things all matters raised in this Agreement to do with financing, structure, acquisition, land sponsorship, maintenance and the Lease. These Further Agreements shall contain such representations, warranties, covenants and indemnities similar to those in like transactions as mutually agreed between the parties in good faith. In the event that at the time the Further Agreements are entered into, the parties are different to the parties to this Agreement, the parties shall procure that the substitute parties shall agree, in addition to the existing parties, to be obliged to perform, purchase, be responsible or obligated to commit themselves to this Agreement and the Further Agreement.

9.2 Following the date of execution of this Agreement, the parties shall afford to each other free and full access to such records reasonably required for the purpose of this Agreement on reasonable notice during normal business hours in order to permit the parties to conduct such of the transactions contemplated in the Further Agreements. The parties will hold in confidence all information obtained in respect of this further information in order that they expeditiously execute the Further Agreements.

- 9.3 The parties to this Agreement represent and warrant to each other that they will not enter into any other Agreement or deal with any other party in respect of the business contemplated by this Heads of Agreement until all parties in good faith have exhausted all avenues to enter the Further Agreements or this Agreement has been otherwise terminated.

10. Miscellaneous

- 10.1 This Heads of Agreement is not intended to be legally binding. The purpose is to outline the basis on which the parties are willing to enter into negotiations for preparing and executing the Further Agreements that will bind the parties.
- 10.2 Each party is required to keep confidential the proposed terms of this transaction and all information in connection with the transaction.

11. Definitions

In this Agreement:

AFLQ means AFL Queensland which is the state controlling body for the Australian Football League in Queensland

AFLW means the premier women's Australian Football competition conducted by AFL

Agreement means this Head of Agreement as executed.

Building Envelope means the area marked on the attached plan as "Training and Administration Facility";

Facilities mean the proposed stadium and community facilities and the BLAFC high performance training and administration centre, oval and includes the improvements marked on the attached plan marked [Attachment 1] and any other improvements developed on the Site but does not include the Secondary Oval;

Further Agreement has the meaning given to that phrase in clause 12.

Lease means the proposed Lease from ICC to BLAFC over the Site as outlined in clause 6 and may include an agreement for lease.

Medical Centre means any premises used or intended for use for the medical care or treatment of persons not resident on the site.

The term includes premises used or intended for use by a chiropodist or podiatrist, chiropractor, dentist, medical practitioner, optometrist, pathologist, physiotherapist, radiologist or similar paramedical person, in the practice of that profession. The term does not include a Hospital.

Project means the proposal to develop the Facilities and associated infrastructure as contemplated by this Agreement.

Secondary Ovals means the area marked in Attachment 1 as Secondary Oval Site including playing ovals which, subject to budget constraints is proposed to be at least one synthetic playing surface, amateur sporting club facilities and any improvements relating thereto, to be developed on the north side of Eden Station Drive

Site means the area outlined in Attachment 1 and which includes the Stadium.

Stadium means the area marked in Attachment 1 as Stadium Site including a proposed natural turf AFL oval incorporating spectator facilities capable of allowing spectators to view matches and to be used for the purpose of staging AFLW games, pre-season AFL games and second tier AFL games as well as for training and rehabilitation of elite players by BLAFC. This may include provision of broadcast quality sporting lighting to enable the playing and broadcast of night games.

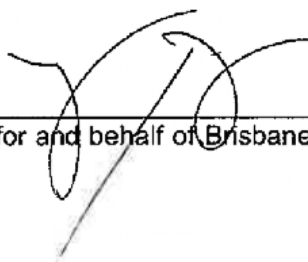
This Heads of Agreement was executed in IPSWICH ~~25th~~ on the 26th day of September 2017.



Signed and sworn on behalf of Ipswich City Council by its authorised officer.

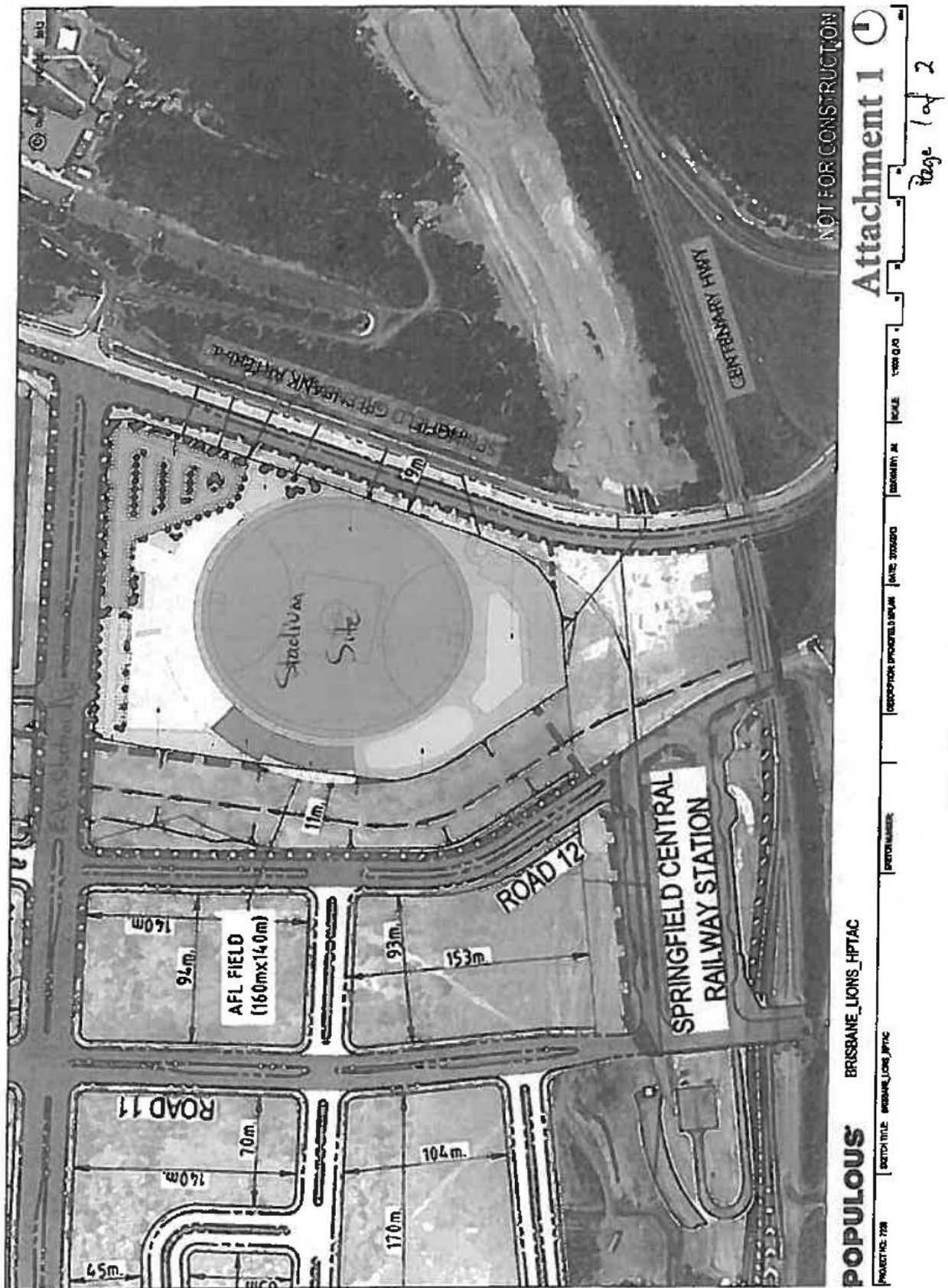
Daniel Bent Acting CEO

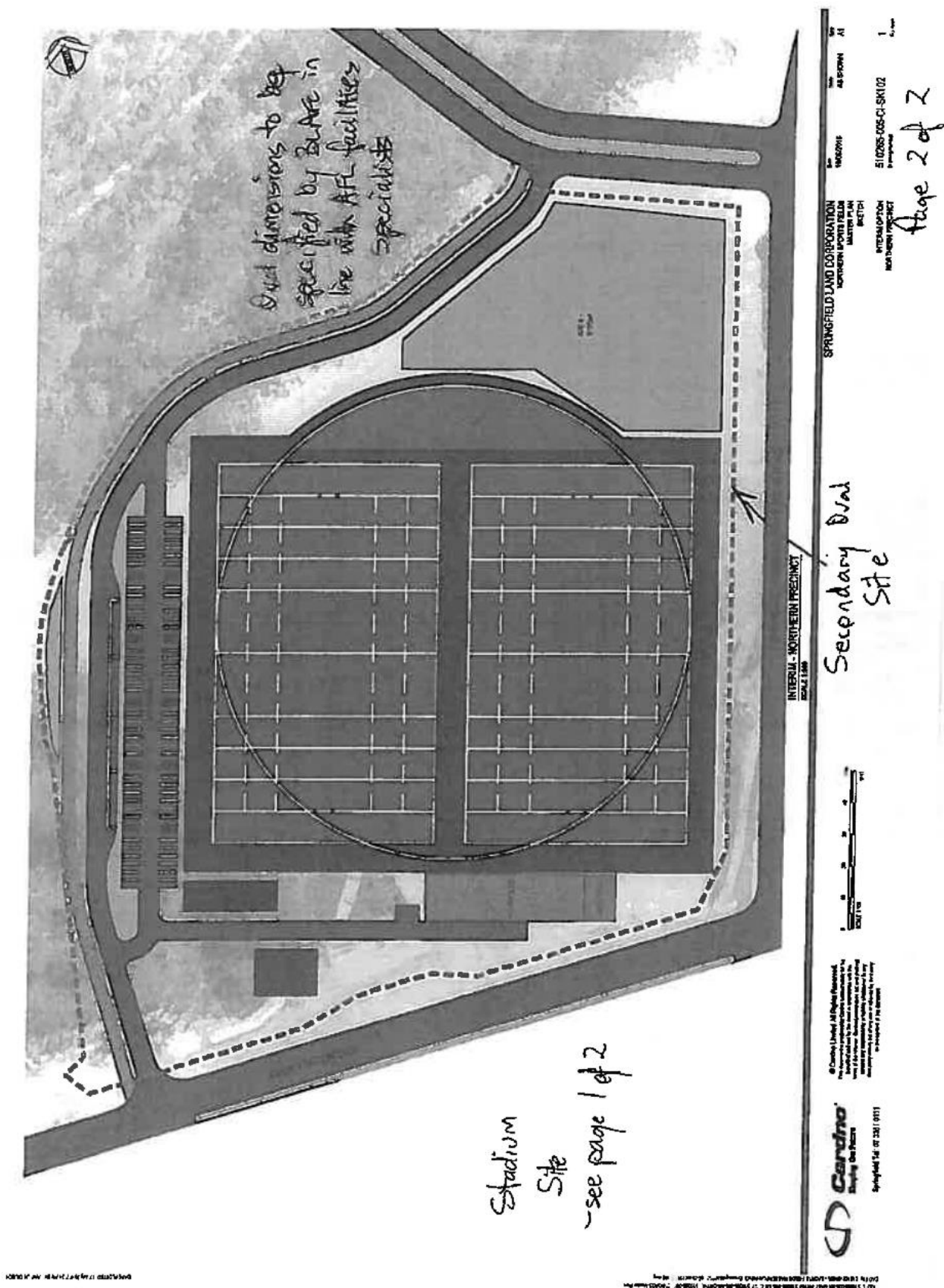
Signed for and behalf of Australian Football League by its authorised officer.



GREG SWANN - CEO

Signed for and behalf of Brisbane Bears-Fitzroy Football Club Ltd by its authorised officer.





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

TRANSFER

FORM 1 Version 5
Page 1 of 84

Client No: 10066111
Transaction No: 505-059-253
Duty Paid \$ 0.00
UTL \$
Date: 03/08/2012 Signed: [Signature]

714609182
\$137.10
07/08/2012 10:47

BE 235

1. **Interest being transferred** (if shares show as a fraction)
Fee Simple

Lodger (Name, address, E-mail & phone number) **Lodger Code**
MINIER ELLISON
WATERFRONT PLACE
1 EAGLE STREET
BRISBANE QLD 4000
001A

2. **Lot on Plan Description** **County** **Parish** **Title Reference**
Lot 60 on SP251816 Stanley Stapylton to be issued

3. **Transferor**
SPRINGFIELD LAND CORPORATION (NO. 2) PTY LTD ACN 056 462 205

4. **Consideration**
Pursuant to the terms of the Springfield Infrastructure Agreement between the Transferor and the Transferee dated 26 March 1998

5. **Transferee** **Given names** **Surname/Company name and number** **(include tenancy if more than one)**
IPSWICH CITY COUNCIL AS TRUSTEE

6. **Transfer/Execution** The Transferor transfers to the Transferee the estate and interest described in item 1 for the consideration and in the case of monetary consideration acknowledges receipt thereof. The Transferor declares that the information contained in items 3 to 6 on the attached Form 24 is true and correct. The Transferee states the information contained in items 1, 2, 4 to 6 on the attached Form 24 is true and correct. Where a solicitor signs on behalf of the Transferee the information in items 1, 2, 4 to 6 on Form 24 is based on information supplied by the Transferee.

NOTE: Witnessing officer must be aware of their obligations under section 162 of the Land Title Act 1994

Separate executions are required for each transferor and transferee. Signatories are to provide to the witness, evidence that they are the person entitled to sign the instrument (including proof of identity).

Witnessing Officer (signature, full name & qualification)
[Signature]
ROSS ELLIOTT
Witnessing Officer (signature, full name & qualification)
(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

The Common Seal of
Springfield Land Corporation (No. 2) Pty Ltd ACN 056 462 205
Director
[Signature]
Director/Secretary
[Signature]
Execution Date 11/4/12
Transferor's Signature

Witnessing Officer (signature, full name & qualification)
ROSS ELLIOTT
Witnessing Officer (signature, full name & qualification)
(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Execution Date 12/04/12
*Transferee's or Solicitor's Signature
[Signature]
Note: A Solicitor is required to print full name if signing on behalf of the Transferee and no witness is required in this instance
MANOR LAUNDRY SERVICES
CHIEF EXECUTIVE OFFICER / DEVELOPMENT OFFICER
FOR IPSWICH CITY COUNCIL
Joanne Pocock
DEVELOPMENT PLANNING MANAGER

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

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Page 2 of 4
FORM 20 Version 2

Title Reference [To issue]

Schedule to Form 1 Transfer.

Transferor: Springfield Land Corporation (No 2) Pty Ltd ACN 056 462 205

Transferee: Ipswich City Council as trustee

1. Declaration of Trust

- 1.1 It is declared that the land in item 2 of the form 1 transfer ('**Land**') shall be held by the Transferee ('**the Council**') upon trust for the future dedication as open space as and when the dedication of the Land as open space is determined to be required by the Council.
- 1.2 If the Council decides that any part of the Land is not required for dedication as open space then:
- (a) the Transferor ('**Springfield**') has the right to require the Council to further subdivide any part of the Land which is not dedicated as open space ('**Unused Lots**') and the Council will forthwith, upon a request by Springfield make and approve all necessary development applications for reconfiguration of any Unused Lots and Springfield will pay all costs of and incidental to the preparation of the survey plans and other necessary documentation and other things necessary for registration; and
 - (b) any subsequent adjustment which may result from a future boundary realignment referred to below must be transferred by the Council to Springfield free of any trust; and
 - (c) the Council must immediately on creation of any Unused Lots execute and deliver to Springfield a transfer document recording the transfer of the Unused Lots referred to in 1.2(b) above; and
 - (d) immediately upon receipt of the transfer document, Springfield must accept the transfer and execute the transfer document by way of acceptance; and
 - (e) Springfield must procure stamping of the transfer document; and
 - (f) Springfield must pay all stamp duty on the transfer document; and
 - (g) Springfield must lodge the transfer document in the Department of Environment and Resource Management; and
 - (h) Springfield must pay all lodgement fees on the transfer document; and
 - (i) each party must do such further acts and sign such further documents as may be required to create and transfer any Unused Lots and any realignment or realignments referred to below.
- 1.3 Subject to clauses 1.1 and 1.2:
- (a) the Council acknowledges that, in order to facilitate the future development of Lot 61 on SP251816 and Lot 7 on SP189025 ('**Surrounding Lots**') and to provide for the dedication of open space within the Land, it may become expedient to permit changes to the boundary alignment of the Land; and
 - (b) the Council agrees to permit, as required from time to time by Springfield during the development of the Surrounding Lots or dedication of open space within the Land, realignment of the boundary of the Land (on one or more occasions) if the realignment requested by Springfield is to give effect to an Area Development Plan approved by the Council under the Springfield Structure Plan (part of the Council's planning scheme) which has not lapsed; and
 - (c) the Council agrees promptly upon request by Springfield to, execute all transfer documents, survey plans and any other necessary documentation which may be required to effect a boundary realignment to which clause 1.3(b) applies and to produce any certificates of title to the Department Environment and Resource Management to permit registration of any such realignment transfer documents; and

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

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Page 3 of 4
FORM 20 Version 2

Title Reference [To issue]

- (d) Springfield agrees to pay all costs of and incidental to the preparation, execution, stamping and registration of documents which may be required to effect any realignment referred to in this clause.

- 1.4 Nothing in clause 1.3 fetters or constitutes the exercise by Council of a statutory power or function, including one under the *Sustainable Planning Act 2009*. The Council has and may exercise those powers and functions without regard to the contents of this Schedule.

The Council acknowledges that pursuant to clauses 23 and 25 of the Springfield Infrastructure Agreement 1998 between the Council, Springfield, Springfield Land Corporation Pty Ltd and Cherish Enterprises Pty Ltd dated 26 March 1998 (SIA), Springfield requires access to the Land to carry out its obligations in the SIA and acknowledges that access to the Land will be provided to Springfield in accordance with clauses 23 and 25 of the SIA.

2. Council's powers

- 2.1 As trustee of the Land, the Council has all the powers conferred on trustees by the *Trusts Act 1973*, any other statute and the general law.

- 2.2 As trustee of the Land, the Council has the additional powers to:

- (a) dedicate the Land to public use for any or all of the Trust Purposes:
 - (i) under section 51 of the *Land Title Act 1994*; or
 - (ii) under clause 4 of this Schedule; and
- (b) grant easements (including easements in gross) burdening the Land; and
- (c) accept the grant of easements benefiting the Land; and
- (d) grant leases, licences and other occupancy or usage interests or rights affecting the Land; and
- (e) dedicate a part of the Land to public use under section 51 of the *Land Title Act 1994*; and
- (f) transfer a part of the Land to a constructing authority under the *Acquisition of Land Act 1967* for a public purpose for which land can be taken under that Act (including by way of an agreement under section 15 of that Act); and
- (g) reconfigure or participate in or authorise the reconfiguration of the Land in connection with or for the purpose of exercising any of the preceding powers; and
- (h) deal with itself, either in the same capacity as the capacity in which it holds the Land as trustee or in some other capacity, in exercising any of the preceding powers,

unless the result or purpose, or a result or purpose, of exercising the power would be that:

- (i) all or substantially all of the Land is sold or disposed of; or
- (j) the Balance Land can no longer be practically used for the Trust Purposes; or
- (k) the Balance Land no longer has the character of land held on trust for the Trust Purposes; or
- (l) the basic nature of the trust created by this Schedule would be destroyed.

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

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Page 4 of 4
FORM 20 Version 2

Title Reference [To issue]

- 2.3 If the Council dedicates or transfers a part of the Land under paragraph 2.2(e) or 2.2(f) any consideration or compensation received by the Council for the dedication or transfer is impressed by the same trust as the trust on which the Council holds the Land; and
- 2.4 In this clause:
- (a) **'Balance Land'** means such of the Land as remains after the dedication or transfer of a part of the Land under paragraph 2.2(e) or 2.2(f); and
 - (b) **'Trust Purposes'** means the purpose for which the Council holds the Land on trust under subclause 1.1, and also includes the purposes for which the Council can dedicate the Land under subclause 1.1.

3. Severability

- 3.1 The law of Queensland applies to this Schedule.
- 3.2 If the whole or any part of a provision of this Schedule is void, unenforceable or illegal in Queensland, it is severed from this Schedule. The remainder of this Schedule has full force and effect and the validity or enforceability of that provision is not affected. This clause has no effect if the severance alters the basic nature of this Schedule or is contrary to public policy.
- 3.3 If the trusts created by this Schedule fail for any reason:
- (a) there is to be no resulting trust in favour of Springfield; and
 - (b) the Council will hold the Land absolutely.

4. Dedication

- 4.1 If the Land or part of it is to be dedicated as open space under this Schedule, that means either:
- (a) its transfer to the Council (whether in trust or otherwise); or
 - (b) its surrender to the Crown and subsequent gazettal as a reserve under the trusteeship of the Council.
- 4.2 In dedicating the Land or part of it as open space under this Schedule, the Council may deal with itself in a different capacity (including in its own right) and may do so despite any rule of law or equity that would otherwise prevent or restrict it from doing so. For example, a transfer under clause 4.1(a) may be to the Council itself.
- 4.3 If the Land or part of it is dedicated as open space under this Schedule, or is dedicated or transferred under paragraph 2.2(e) or 2.2(f), then the Land or part is then released from the trusts in this Schedule.

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