

Irrevocable authority acknowledgement and release by Landowner to MEDQ

Form S2-CS-2 – version 01 – effective 16 October 2017

Dated: (#insert date)

Parties:

MEDQ Minister for Economic Development Queensland
(ABN 76 590 288 697)
of 1 William Street, Brisbane in the State of Queensland

Landowner [#insert name of Owner of land]
of [#insert contact address of Owner of land]

Development Proponent [#insert name of development Proponent], being the Development Proponent of the land (to whom PDA development approval number [#insert number of approval] dated [#insert date of approval] (the **PDA development approval**) has been granted by the MEDQ/who has entered into an Infrastructure Agreement with the MEDQ dated [#insert date of Infrastructure Agreement] (the **Infrastructure Agreement**) [#delete redundant clause])

Land: [#insert street address of the land] and [#insert real property address of the land]

Note 1: If the land is not known at the date of this document, insert address of parent parcel; if the land has already been subdivided at the date of this document, insert address of lot to be transferred.

Note 2: If the Landowner is not the registered Owner of the land at the date of this acknowledgment, authority and release then this acknowledgment, authority and release takes effect from the date of transfer of the land to the Landowner.

The Landowner acknowledges that the MEDQ [#has approved a plan of subdivision creating the land / has been requested to approve a plan of subdivision in respect of the land - delete redundant clause] before the Development Proponent has completed the works (the **Uncompleted Works**) required to be undertaken in respect of the PDA development approval / the Infrastructure Agreement [#delete redundant clause]).

A list of the Uncompleted Works is attached to this acknowledgment, authority and release and marked as **Schedule 1 – Uncompleted Works**.

The Development Proponent has given an Uncompleted Works Deed Poll (the **Deed Poll**) to the MEDQ in relation to the carrying out of the Uncompleted Works.

The Landowner irrevocably authorises the MEDQ to enter onto the land with or without its employees, contractors, sub-contractors, agents and servants and with all necessary vehicles, plant and equipment to:

1. satisfy itself whether the Development Proponent is complying with its obligations under the Deed Poll.
2. satisfy itself whether the development proponent has completed any component of the Uncompleted Works
3. complete the Uncompleted Works in accordance with clause 5.5(b) of the Deed Poll, and
4. undertake any other function authorised by the Deed Poll.

The Landowner irrevocably releases the MEDQ and the MEDQ's employees, contractors, sub-contractors, agents and servants from and agrees that the MEDQ is not liable for any liability, loss, penalties, payments, costs, charges and expenses directly or indirectly arising from or incurred in connection with the MEDQ doing anything the MEDQ is required or entitled to do under the Deed Poll (except where arising from the negligent act or omission of the MEDQ or the MEDQ's employees, contractors, sub-contractors, agents and servants).

If the Landowner sells or otherwise disposes of or grants an interest in the land to another person, the Landowner undertakes to obtain from that person an irrevocable authority, acknowledgement and release in the same terms as this authority, acknowledgment and release and will provide it to the MEDQ prior to the completion of the sale or disposition or the transfer of the interest.

The Landowner acknowledges that, prior to the completion of the Uncompleted Works, it will not sell or transfer the land (or any part of the land) without obtaining from the purchaser or transferee (and giving to the MEDQ) an irrevocable authority, acknowledgement and release in the same terms as this authority, acknowledgment and release.

Interpretation:

In this document:

- a) **CPM** means the Certification Procedures Manual, as amended from time to time;
- b) Undefined terms have the meaning given to them in the CPM or the Infrastructure Agreement, as the case may be.
- c) Capitalised terms have the meaning given to them in the CPM.

Schedule 1 to the irrevocable authority, acknowledgment and release issued by the Landowner to the MEDQ

Uncompleted Works

Execution

*****Note: Redundant signing clause to be deleted**

Executed by [#insert name of company and ACN], in accordance with section 127 of the *Corporations Act 2001* on this [#insert date] day of [#insert month] [#insert year]:

Signature of Director

Signature of Director/Secretary

Name of Director - Print

Name of Director/Secretary – Print

OR

Executed by [#insert name of company and ACN] on this [#insert date] day of [#insert month] [#insert year] by its duly constituted Attorney under Power of Attorney dealing number [#insert dealing number.] who declares he has received no notice of revocation of the Power of Attorney in the presence of:

Signature of Witness

Signature of Attorney

Name of Witness - Print

Name of Attorney - Print

Note: If signing under a Power of Attorney, the Registered Power of Attorney must be submitted to EDQ with this irrevocable authority, acknowledgment and release

OR

Signed sealed and delivered by [#insert full name of individual] as Landowner in the presence of:

Signature of Witness

Signature of Landowner

Name of Witness - Print