

- 1.9 The expression "the Owner" shall be deemed to include its successors, assigns and transferees and the obligations imposed upon and assumed by the Owner (to the extent relevant, having regard to the portion of the land owned and the obligation to be complied with) shall be binding on its successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this agreement.
- 1.10 Without limiting the operation or effect which this agreement otherwise has, the parties hereto acknowledge that this agreement is made pursuant to the provisions of Section 173 of the Act.

Fees

2. The Owner shall to the satisfaction of the Council, pay to the Council fees in lieu of planning permit fees to recompense the Council for the time that it will be required to spend in considering the various plans which the Planning Scheme requires it to assess and approve including the assessment of plans for a dwelling to decide whether such plans are in accordance with the Golden Beach (Torquay Sands) Building and Environmental Management Code.

Roads



- 3.1 The Owner shall to the satisfaction of the Council:
- 3.1.1 Prior to the commencement of any building or works on the land lodge an application for a planning permit and certification of a plan of subdivision which shall excise that part of the land marked Road "R1" on the plan attached as Schedule 2 to this agreement ("the Schedule 2 Plan") to show it as a road to vest in the Council unless such land is already owned by the Council.
- 3.1.2 Prior to the issue of a statement of compliance for the first stage of any subdivision of the land, construct the road known as the Esplanade, east of Horseshoe Bend Road, up to where it provides access to the land in accordance with plans and engineering specifications approved by the Council.