



CONSERVATION AGREEMENT

between the

MINISTER FOR THE ENVIRONMENT AND HERITAGE

on behalf of the

COMMONWEALTH OF AUSTRALIA

and

STARLINE AUSTRALIA HOLDINGS

in relation to the

**PROTECTION AND CONSERVATION OF THE WORLD HERITAGE VALUES
OF A DECLARED WORLD HERITAGE PROPERTY UNDER THE
*ENVIRONMENT PROTECTION AND BIODIVERSITY CONSERVATION ACT 1999***

in relation to the

REEF COVE RESORT DEVELOPMENT

EAST TRINITY, QLD

TABLE OF CLAUSES

Interpretation

Commencement and Duration

Protection and Conservation of the Area

Alteration to Measures for Protection and Conservation

Notification of Change of Ownership

Agreement Not To Be Varied or Discharged Without Consent

Assets

Record and Reports

Taxes, Duties and Government Charges

Access to Landholder's Area

Assignment and Novation

Dispute Resolution

Variation

Termination by Agreement

Termination or Variation by the Minister (or delegate)

Negation of Employment, Partnership And Agency

Waiver

Costs

Governing law

Notification of Matters Adversely Affecting Environmental Values

Notices

Signatures to Agreement

SCHEDULES

- 1. Map of Agreement Area**
- 2. Measures for Protection and Conservation**
- 3. World Heritage values**

THIS CONSERVATION AGREEMENT is made on day of 2005.

PARTIES

This is an agreement between:

Ian Campbell, Minister for the Environment and Heritage on behalf of the Commonwealth of Australia, c/- the Department of the Environment and Heritage, John Gorton Building, King Edward Terrace, Parkes in the Australian Capital Territory ("the Commonwealth")

and

Starline Australia Holdings, Level 5, Niecon Centre, Broadbeach Central in the State of Queensland ("the Landholder")

LOCATION

This Agreement relates to the protection and conservation of world heritage values of the Great Barrier Reef declared World Heritage property (the World Heritage property), in relation to the use of areas of Superlots 901, 902, 903, 904, 905, 906, 910, 911, 912, 913, 914, and 915 of Lot 108 on RP712053; Parish of Trinity; County of Nares; Cairns City Council as shown generally on the map at Schedule 1 to this Agreement (the Area)

PURPOSE

- A. Subsection 305(1) of the EPBC Act provides that the Minister may, on behalf of the Commonwealth, enter into an agreement for the protection and conservation of the world heritage values of a declared World Heritage property in the Australian jurisdiction.
- B. The Minister and the Landholder have agreed that the Commonwealth and the Landholder should work together to manage the Area for the object of enhancing the conservation of the world heritage values of the World Heritage property.
- C. The Minister is satisfied that management of the Area in accordance with this Agreement will result in a net benefit to the protection and conservation of world heritage values, and is not inconsistent with the Australian World Heritage management principles under the EPBC Act.
- D. The agreement has the effect of binding the Commonwealth and the Landholder, including any Landholder that is a successor to the whole or any part of any interest that the Original Landholder has in the Area or any part of the Area when this Agreement is entered into.

OPERATIVE PART

1. Interpretation

1.1 In this Agreement, unless a contrary intention appears:

Area means the area or place described under the heading Location and at Schedule 1.

Principal Body Corporate means peak body representing all the Landholders of the Area.

EPBC Act means the *Environment Protection and Biodiversity Conservation Act 1999* and any statutory modification, substitution or re-enactment of that legislation or legislative provision.

Landholder includes the Original Landholder, and any Landholder that is a successor to the whole or any part of any interest that the Original Landholder has in the Area or any part of the Area.

Minister means the Minister administering the Environment Protection and Biodiversity Conservation Act 1999 ("EPBC Act") or a delegate of the Minister under the EPBC Act.

Measures for Protection and Conservation means the Measures for Protection and Conservation of World Heritage Values for the Area dated the 23rd day of May 2005, a copy of which is Schedule 2 to this Agreement.

Original Landholder means the owner of the Area at the time this Agreement is entered into.

World Heritage values means the World Heritage values for the Great Barrier Reef World Heritage Area as listed at Schedule 3.

Writing means any representation of words, figures or symbols capable of being rendered in a visible form.

1.2 In this Agreement, unless the contrary intention appears:

- (a) words importing a gender include any other gender;
- (b) words in the singular include the plural and words in the plural include the singular;
- (c) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- (d) words importing persons include a partnership and a body whether corporate or otherwise;
- (e) all references to dollars are to Australian dollars;

- (f) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth as amended or replaced from time to time;
- (g) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (h) reference to an Item is to an Item in the Measures for Protection and Conservation;
- (i) any Schedule or any attachments form part of this Agreement;
- (j) where any conflict arises between the terms and conditions contained in the clauses of this Agreement and any part of a Schedule or attachment (if any), the terms and conditions of the clauses prevail;
- (k) reference to a Schedule or an attachment is a reference to a Schedule or an attachment to this Agreement, including as amended or replaced from time to time.

1.3 This Agreement records the entire agreement in relation to its subject matter.

1.4 Any reading down or severance of a particular provision does not affect the other provisions of this Agreement.

2. Commencement and Duration

2.1 This Agreement commences on the date on which it is made and continues **in perpetuity** after its commencement (unless terminated in accordance with the EPBC Act or the Agreement).

3. Protection and Conservation of the Area

3.1 The Area is to be developed in accordance with the **Measures for Protection and Conservation** in Schedule 2.

3.2 The Commonwealth may but is not obliged to carry out any work to remedy a breach of this Agreement.

4. Alteration to the Measures for Protection and Conservation

4.1 This Agreement including the Measures for Protection and Conservation may be changed by written agreement between the Commonwealth and the Landholder and once established, by the Commonwealth and the Principal Body Corporate on behalf of all Landholders or otherwise in accordance with the EPBC Act.

4.2 This clause does not prevent the Commonwealth from dealing with individual Landholders in respect of this Agreement.

5. Notification of Change of Ownership

- 5.1 The Original Landholder shall notify the Minister and the Principal Body Corporate in writing of any agreement entered into by the Landholder to effect any change of ownership or control of the Area, or any portion of the Area and that notice shall detail the name and address of all parties to the agreement and the nature of the change of ownership or control. An example of this would be a proposal to subdivide the Area into lots or a transfer of all or part of the Land. The Original Landholder shall ensure that all other parties to the agreement are informed of this Agreement and of the effect of section 307 of the EPBC Act. The Original Landholder must ensure that each contract for sale contains a provision that makes the purchaser aware of the form and effect of the Conservation Agreement and that they agree to include a similar provision in any subsequent sale.
- 5.2 Each Landholder shall ensure that all other parties to any agreement to effect any change of ownership or control of the Area, or any portion of the Area (an example of this would be a proposal to subdivide the Area into lots or a transfer of all or part of the Land) are informed of this Agreement and of the effect of section 307 of the EPBC Act. Each Landholder must ensure that each contract for sale contains a provision that makes the purchaser aware of the form and effect of the Conservation Agreement and that they agree to include a similar provision in any subsequent sale.
- 5.3 The Original Landholder will ensure that a reference to the Conservation Agreement is made in any Community Management Statement applicable to the Area and that a copy is given to each purchaser. The Landholder agrees not to vote in favour of any resolution that would have the effect of removing reference to the Conservation Agreement from the Community Management Statement.
- 5.4 Nothing in this instrument shall render a person liable for any breach of its terms committed after that person ceases to be the registered proprietor of the Area.

6. Taxes, Duties and Government Charges

- 6.1 All relevant taxes, duties and government charges imposed or levied in Australia, now or in the future, in connection with this Agreement will be borne by the Landholder.

7. Access to the Landholder's Area

- 7.1 The Landholder agrees to give to the Minister, or to any persons authorised in writing by the Minister, reasonable access to the Area for the purpose of:
- (a) monitoring the Agreement;
 - (b) conducting any works which are required to remedy any breach of this agreement and /or to preserve or prevent degradation of the world heritage values protected under the Agreement; and

- (c) obtaining information necessary to provide advice to the Landholder in relation to the implementation of the Agreement.

Where an access route is specified in the Agreement or has been otherwise agreed in writing, the Commonwealth, or the said persons authorised by the Commonwealth shall follow such route (except in cases of emergency or where it is not reasonably practicable to do so) and shall follow all directions given by the Landholder where it is reasonably practicable to do so.

- 7.2 The Minister will ensure that all laws, permits, licences and other authorisations are obtained and complied with for the purposes of carrying out any works specified in sub-clause 7.1. The Landholder agrees to do all things reasonably necessary to assist the Minister in obtaining such permits, licences or authorisations.
- 7.3 Except in relation to loss or damage which may arise in respect of works required to be done to preserve or prevent degradation of the world heritage values protected under this Agreement and which have been properly done, the Minister shall be responsible for any damage to property arising from any entry to the Area, by a person authorised under 7.1, to the extent that such damage is attributable to any negligent act or omission of the Minister, the Commonwealth or persons authorised in writing by the Commonwealth to enter the Area.

8 Assignment and novation

- 8.1 The Landholder must not novate its obligations, and must not assign its rights, under this Agreement contrary to the Measures for Protection and Conservation in Schedule 2, without in either case, prior approval in writing from the Minister.

9. Dispute resolution

- 9.1 Any dispute arising during the course of this Agreement will be dealt with as follows:
- (a) first, the party claiming that there is a dispute will send to the other a notice setting out the nature of the dispute;
 - (b) secondly, the parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;
 - (c) thirdly, the parties have 10 business days from the sending of the notice to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure;
 - (d) fourthly, the parties will try to resolve the dispute by arbitration; and
 - (e) lastly, if:
 - there is no resolution or agreement; or
 - there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 business days of

the submission, or such extended time as the parties may agree in writing before the expiration of the 15 business days,

then, either party may commence legal proceedings.

9.2 Despite the existence of a dispute, the parties will (unless requested in writing not to do so) continue to perform the Agreement.

9.3 This clause does not preclude either party from commencing legal proceedings for urgent interlocutory relief or otherwise under the EPBC Act.

10. Termination or variation by agreement

10.1 This Agreement may be terminated or varied in the manner specified by the EPBC Act or otherwise as agreed by the Commonwealth and the Principal Body Corporate.

11. Termination or variation by the Minister

11.1 If the Minister is satisfied that this Agreement is not capable of achieving its purpose, the Minister may, in accordance with subsection 308(4) of the EPBC Act, without the consent of the Landholder or the Principal Body Corporate:

(a) terminate the agreement; or,

(b) vary the agreement in any way the Minister thinks necessary to ensure that it becomes capable of achieving its purpose.

11.2 If the Minister under the preceding subclause varies the Agreement, the Principal Body Corporate may, by notice in writing to the Minister, terminate the Agreement.

11.3 The rights of the Minister under this agreement are in addition to any rights the Minister has under the EPBC Act.

12. Negation of employment, partnership and agency

12.1 The Landholder agrees not to represent him or herself, and to ensure that its officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.

12.2 The Landholder is not by virtue of this Agreement an officer, employee, partner or agent of the Commonwealth, nor does the Landholder have any power or authority to bind or represent the Commonwealth.

13. Waiver

13.1 If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.

13.2 Whole or partial exercise by a party of any of its rights does not prevent the further exercise of any right.

In this clause 'rights' means rights or remedies provided by this Agreement or at law.

14. Costs

Each Party will bear their own costs of and in relation to this Agreement (including all taxes, levies etc. for which the Party may be liable) unless otherwise provided for in the Agreement.

15. Notification of matters adversely affecting environmental values

15.1 The Landholder will:

- (a) advise the Minister of any proposed action or event including actions proposed or undertaken by a third party which could adversely affect the environmental values under protection, conservation or management under this Agreement;
- (b) respond promptly to all communications from the Minister relating to the Agreement.

16. Notices

16.1 Any notice, request or other communication to be given under this Agreement is to be in writing and dealt with as follows:

- (a) if given by the Landholder to the Commonwealth – marked for the attention of EPBC Approvals at The Department of the Environment and Heritage GPO Box 787 Canberra ACT 2601 or as otherwise notified by the Commonwealth; or
- (b) if given by the Commonwealth to the Landholder – sent to the address of the lot or part of the lot held by the Landholder or care of the Principal Body Corporate or otherwise to the individual Landholder at the Commonwealth's discretion.

16.2 Any notice, request or other communication is to be delivered by hand, sent by pre-paid post or transmitted electronically, and if it is sent or transmitted electronically a copy is to be sent to the addressee by pre-paid post.

16.3 A notice, request or other communication will be deemed to be received:

- (a) if delivered by hand, upon delivery;
- (b) if sent by pre-paid ordinary post within Australia, to a place within the mainland of Australia, upon the expiration of 20 business days after the date on which it was sent; and
- (c) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

SIGNED AS AN AGREEMENT

SIGNED for and on behalf of the
COMMONWEALTH of AUSTRALIA
by


.....
(signature)

● The Hon Sen Ian Campbell
Minister for the Environment and Heritage

Date: 15/7/2005

In the Presence of Witness:


.....
(signature)

● Peta Lane
.....
(name)

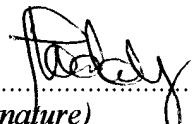
SIGNED for and on behalf of the
LANDHOLDER
by


.....
(signature)

John Ewens
Director

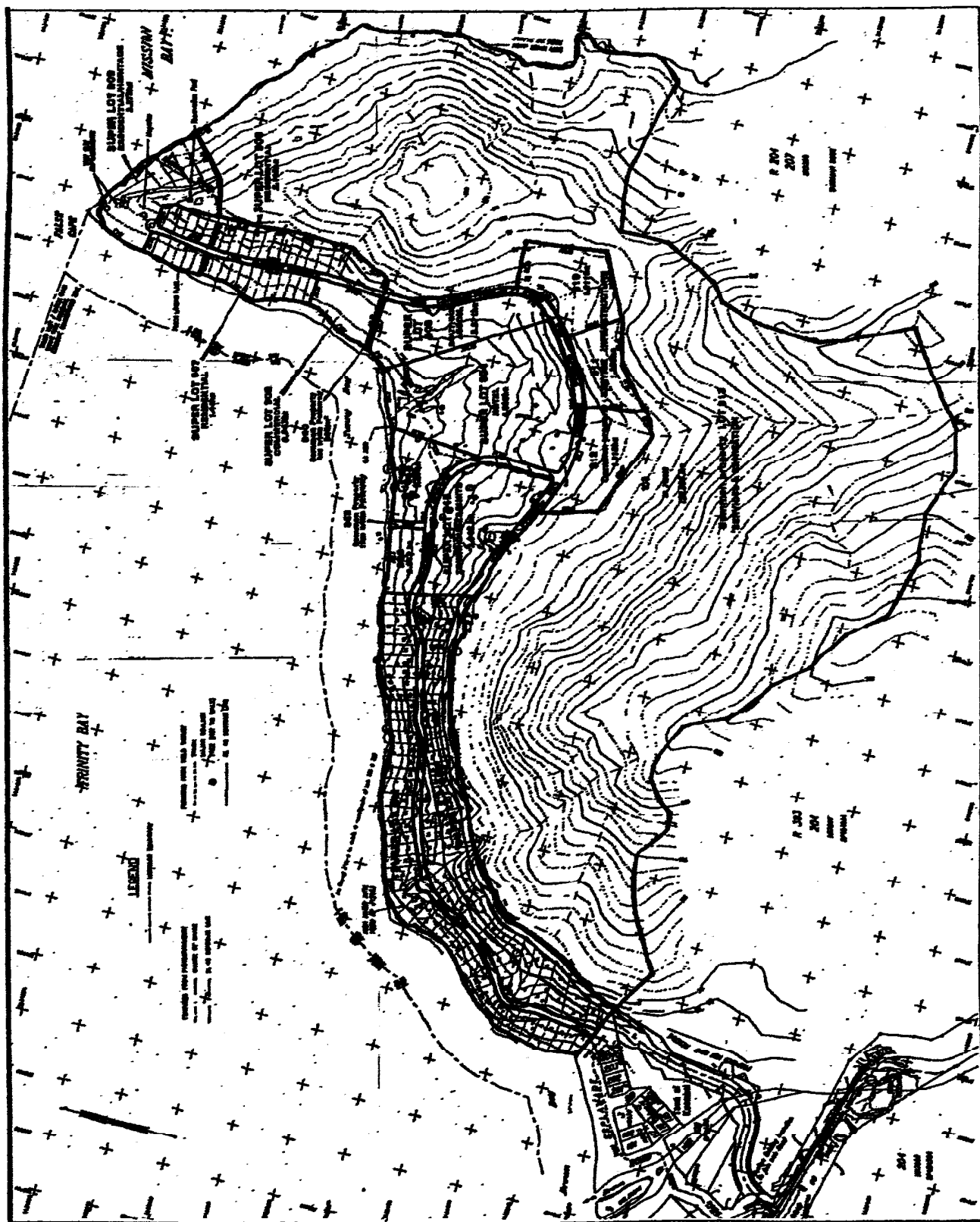
Date: 24/6/05

In the Presence of Witness:


.....
(signature)

N. L. SHACKLADY
.....
(name)

The map below defines the Area of world heritage values within the property. This will be the Area which this Agreement applies.



SCHEDULE 2

Measures for Protection and Conservation

of the World Heritage Values

of the

Reef Cove Resort Development

East Trinity QLD

23 May 2005

1. PURPOSE

- 1.1 The purpose of these **Measures for Protection and Conservation** (hereinafter called the "the Measures") is to prescribe practices and controls that when implemented by the Landholder will provide a net benefit to the conservation of world heritage values of the World Heritage property. In particular, the implementation of these Measures is to contribute to enhancing the conservation of the world heritage values of the World Heritage property in perpetuity under the Commonwealth's *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act).
- 1.2 The Measures form part of the above-mentioned Conservation Agreement and are to be read in conjunction with the Agreement.

2. GENERAL PROTECTION AND CONSERVATION PRESCRIPTIONS

- 2.1 The Landholder is to implement a protection and conservation regime for the Area that will have a net benefit to the protection and conservation of world heritage values, found in the World Heritage property. As part of this protection and conservation regime the Landholder will undertake the practices and controls listed below in a manner that is consistent with the protection and conservation of world heritage values of the World Heritage property, unless in receipt of a written agreement (with or without conditions) by the Commonwealth for the activity or action to be undertaken. Any conditions accompanying an agreement must be relevant to limiting or preventing adverse impacts on the protection and conservation of world heritage values of the World Heritage property.

The practices and controls are:

- (a) all buildings within the Area must not exceed a maximum height of 11 metres;
- (b) no building works are to be constructed above existing RL40 metres AHD, except for sewage and water infrastructure on Superlot 912;
- (c) only split level and pole housing construction methods must be used on all lots within the Area with slope gradients exceeding 1 in 6;
- (d) the following building envelopes and setbacks must apply to each lot within the Area:
 - (i) the building envelopes, setbacks from the Mean High Water Mark, setbacks from side boundaries, and the trees to be retained for the lots within Superlot 901 must be as shown in **Attachment A** to this schedule;
 - (ii) the building envelopes, setbacks from side boundaries, setbacks from common rear boundaries, and the trees to be retained for the lots within Superlot 902 must be as shown in **Attachment A** to this schedule;

- (iii) the setbacks, including the setback from the Mean High Water Mark, for Superlot 903 must be as shown in **Attachment B** to this schedule;
 - (iv) the setbacks, including the setback from the Mean High Water Mark, for Superlot 904 must be as shown in **Attachment C** to this schedule;
 - (v) the setbacks for Superlot 905, including the setback from the Mean High Water Mark, must be as shown in **Attachment D** to this schedule;
 - (vi) the setbacks for Superlot 906, including the setback from the Mean High Water Mark, must be as shown in **Attachment E** to this schedule;
 - (vii) the setbacks for Superlot 910 must be as shown in **Attachment F** to this schedule;
 - (viii) the setbacks for Superlot 911 must be as shown in **Attachment G** to this schedule;
 - (ix) the setbacks for Superlot 912 must be as shown in **Attachment H** to this schedule;
 - (x) the setbacks for Superlot 914, including the setback from the Mean High Water Mark, must be as shown in **Attachment I** to this schedule; and
 - (xi) the setbacks for Superlot 915 must be as shown in **Attachment J** to this schedule.
- (e) a maximum area of 40% site cover for all building works on all lots in the Area including garages, patios, verandas, swimming pools, and other ancillary buildings, except for Superlot 903 where a maximum level of 50% site cover is permitted;
- (f) no clearing of vegetation must occur outside of the building envelope of any lot in Superlots 901 and 902 of the Area, with the exception of driveways for lots 20, 23 and 24 within Superlot 901;
- (g) the following specifications for roof design must be utilised for all buildings on all lots within the Area:
- (i) no roofline of any building shall rise above ridge top tree lines;
 - (ii) no roof shall have a pitch greater than 15 degrees and, where practicable, should be parallel with contours of the land on sites with average slopes greater than 1 in 10;
 - (iii) highly glazed/vitreous roof tiles shall not be permitted; and
 - (iv) roofs must be moderately dark to darker shades of green, grey, blue and brown to blend in with the existing natural colours of the site.
- (h) no clearing of vegetation can occur on Superlot 913 in the Area, except in accordance with a Management Plan approved by the Minister;

- 2.2 A Commonwealth agreement under clause 2 of the Measures is not an approval, permit, licence, or any other form of authorisation provided for under the EPBC Act.

SCHEDULE 3. World Heritage Values of the Area

Natural criteria against which the Great Barrier Reef was inscribed on the World Heritage List in 1981.	Examples of World Heritage values of the Great Barrier Reef for which the property was inscribed on the World Heritage List in 1981.
Criterion (i) an outstanding example representing a major stage of the earth's evolutionary history.	The Great Barrier Reef is by far the largest single collection of coral reefs in the world. The World Heritage values of the property include: • 2904 coral reefs covering approximately 20 055km²; • 300 coral cays and 600 continental islands; • reef morphologies reflecting historical and on-going geomorphic and oceanographic processes; • processes of geological evolution linking islands, cays, reefs and changing sea levels, together with sand barriers, deltaic and associated sand dunes; • record of sea level changes and the complete history of the reef's evolution are recorded in the reef structure; • record of climate history, environmental conditions and processes extending back over several hundred years within old massive corals; • formations such as serpentine rocks of South Percy island, intact and active dune systems, undisturbed tidal sediments and "blue holes"; and • record of sea level changes reflected in distribution of continental island flora and fauna.
Criterion (ii) an outstanding example representing significant ongoing geological processes, biological evolution and man's interaction with his natural environment.	Biologically the Great Barrier Reef supports the most diverse ecosystem known to man and its enormous diversity is thought to reflect the maturity of an ecosystem, which has evolved over millions of years on the northeast Continental Shelf of Australia. The World Heritage values include: • the heterogeneity and interconnectivity of the reef assemblage; • size and morphological diversity (elevation ranging from the sea bed to 1142m at Mt. Bowen and a large cross-shelf extent encompass the fullest possible representation of marine environmental processes); • on going processes of accretion and erosion of coral reefs, sand banks and coral cays, erosion and deposition processes along the coastline, river deltas and estuaries and continental islands; • extensive <i>Halimeda</i> beds representing active calcification and sediment accretion for over 10 000 years; • evidence of the dispersion and evolution of hard corals and associated flora and fauna from the "Indo-West Pacific centre of diversity" along the north-south extent of the reef; • inter-connections with the Wet Tropics via the coastal interface and Lord Howe Island via the East Australia current; • indigenous temperate species derived from tropical species; • living coral colonies (including some of the world's oldest); • inshore coral communities of southern reefs; • five floristic regions identified for continental islands and two for coral cays; • the diversity of flora and fauna, including: • Macroalgae (estimated 400-500 species); • Porifera (estimated 1500 species, some endemic, mostly undescribed); • Cnidaria: Corals - part of the global centre of coral diversity and

	including: ○ hexacorals (70 genera and 350 species, including 10 endemic species); ○ octocorals (80 genera, number of species not yet estimated); • Tunicata: Ascidians (at least 330 species); • Bryozoa (an estimated 300-500 species, many undescribed); • Crustacea (at least 1330 species from 3 subclasses); • Worms: ○ Polychaetes (estimated 500 species); ○ Platyhelminthes: include free-living Tubellaria (number of species not yet estimated), polyclad Tubellaria (up to 300 species) and parasitic helminthes (estimated 1000's of species, most undescribed); • Phytoplankton (a diverse group existing in two broad communities); • Mollusca (between 5000-8000 species); • Echinodermata (estimated 800 extant species, including many rare taxa and type specimens); • fishes (between 1200 and 2000 species from 130 families, with high species diversity and heterogeneity; includes the Whale Shark <i>Rhynchodon typus</i>); • seabirds (between 1.4 and 1.7 million seabirds breeding on islands); • marine reptiles (including 6 sea turtle species, 17 sea snake species, and 1 species of crocodile); • marine mammals (including 1 species of dugong (<i>Dugong dugon</i>), and 26 species of whales and dolphins); • terrestrial flora: see "Habitats: Islands" and; • terrestrial fauna, including: ○ invertebrates (pseudoscorpions, mites, ticks, spiders, centipedes, isopods, phalangids, millipedes, collembolans and 109 families of insects from 20 orders, and large over-wintering aggregations of butterflies); and ○ vertebrates (including seabirds (see above), reptiles: crocodiles and turtles, 9 snakes and 31 lizards, mammals); • the integrity of the inter-connections between reef and island networks in terms of dispersion, recruitment, and the subsequent gene flow of many taxa; • processes of dispersal, colonisation and establishment of plant communities within the context of island biogeography (e.g. dispersal of seeds by air, sea and vectors such as birds are examples of dispersion, colonisation and succession); • the isolation of certain island populations (e.g. recent speciation evident in two subspecies of the butterfly <i>Tirumala hamata</i> and the evolution of distinct races of the bird <i>Zosterops spp</i>); • remnant vegetation types (hoop pines) and relic species (sponges) on islands. • evidence of morphological and genetic changes in mangrove and seagrass flora across regional scales; and • feeding and/or breeding grounds for international migratory seabirds, cetaceans and sea turtles.
Criterion (iii) contain unique, rare and superlative natural phenomena, formations and features and areas of exceptional natural beauty.	The Great Barrier Reef provides some of the most spectacular scenery on earth and is of exceptional natural beauty. The World Heritage values include: • the vast extent of the reef and island systems which produces an unparalleled aerial vista; • islands ranging from towering forested continental islands complete with freshwater streams, to small coral cays with rainforest and unvegetated sand cays;

	• coastal and adjacent islands with mangrove systems of exceptional beauty; • the rich variety of landscapes and seascapes including rugged mountains with dense and diverse vegetation and adjacent fringing reefs; • the abundance and diversity of shape, size and colour of marine fauna and flora in the coral reefs; • spectacular breeding colonies of seabirds and great aggregations of over-wintering butterflies; and • migrating whales, dolphins, dugong, whale sharks, sea turtles, seabirds and concentrations of large fish.
Criterion (iv) provide habitats where populations of rare and endangered species of plants and animals still survive.	The Great Barrier Reef contains many outstanding examples of important and significant natural habitats for <i>in situ</i> conservation of species of conservation significance, particularly resulting from the latitudinal and cross-shelf completeness of the region. The World Heritage values include: • habitats for species of conservation significance within the 77 broadscale bioregional associations that have been identified for the property and which include: • over 2900 coral reefs (covering 20 055km²) which are structurally and ecologically complex; • large numbers of islands, including: ○ 600 continental islands supporting 2195 plant species in 5 distinct floristic regions; ○ 300 coral cays and sand cays; ○ seabird and sea turtle rookeries, including breeding populations of green sea turtles and Hawksbill turtles; and ○ coral cays with 300-350 plant species in 2 distinct floristic regions; • seagrass beds (over 5000km²) comprising 15 species, 2 endemic; • mangroves (over 2070km²) including 37 species; • <i>Halimeda</i> banks in the northern region and the unique deep water bed in the central region; and • large areas of ecologically complex inter-reefal and lagoonal benthos; and • species of plants and animals of conservation significance.

Super Lot 903

Maximum Allowable Dwellings

12 Townhouse Units

Total Area 6,120m²

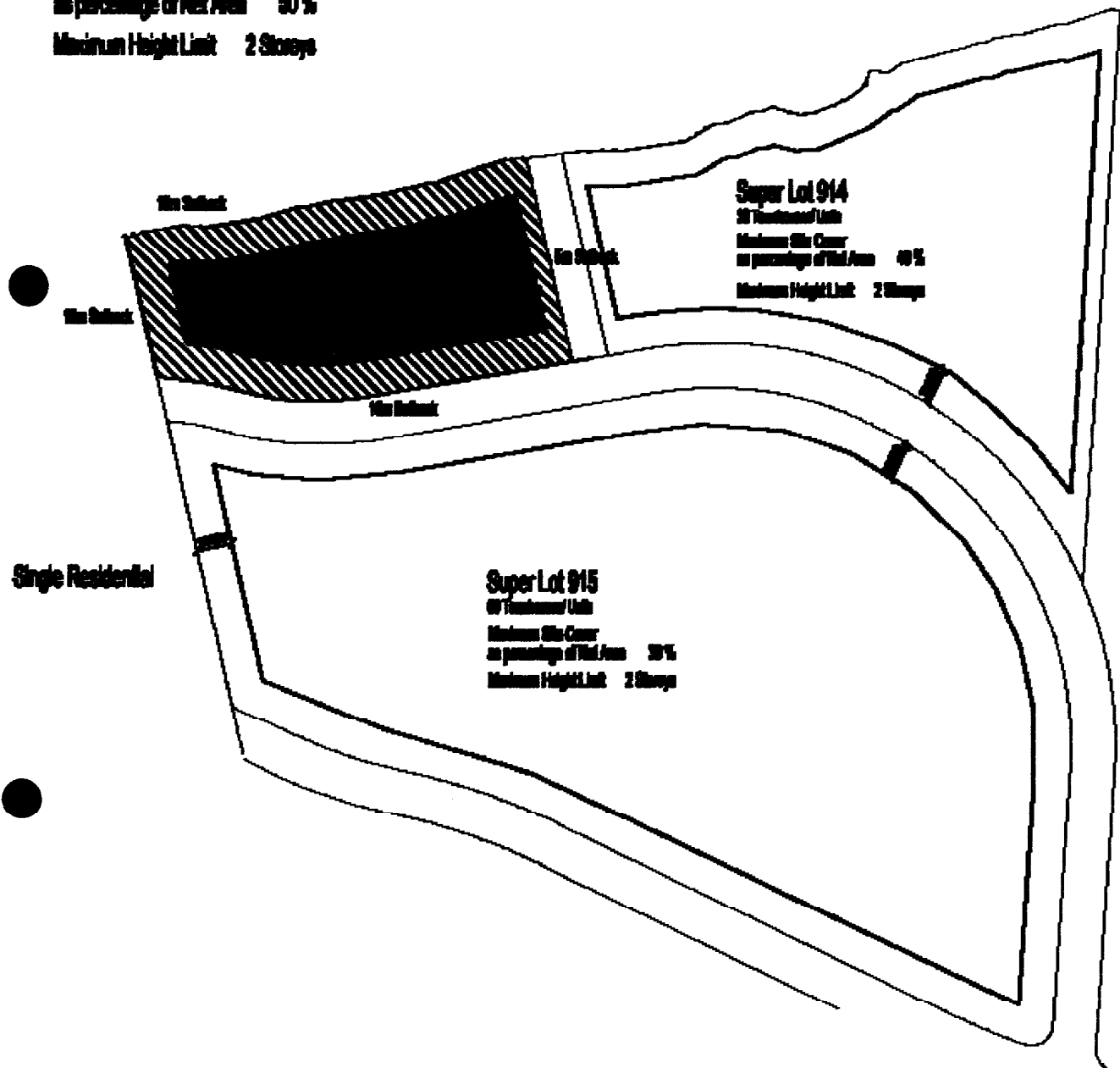
Net Area 3,388m²

Maximum Site Cover

as percentage of Net Area 50%

Maximum Height Limit 2 Storeys

Attachment B



Scale 1 : 2,000

Super Lot 903

Attachment C

Super Lot 904

Maximum Allowable Dwellings

125 Residences

Total Area 59,950m²

Net Area 50,327m²

Maximum Site Cover
as percentage of Net Area 40%

Maximum Height Limit 3 Stories

Super Lot 914

Super Lot 915

Super Lot 905

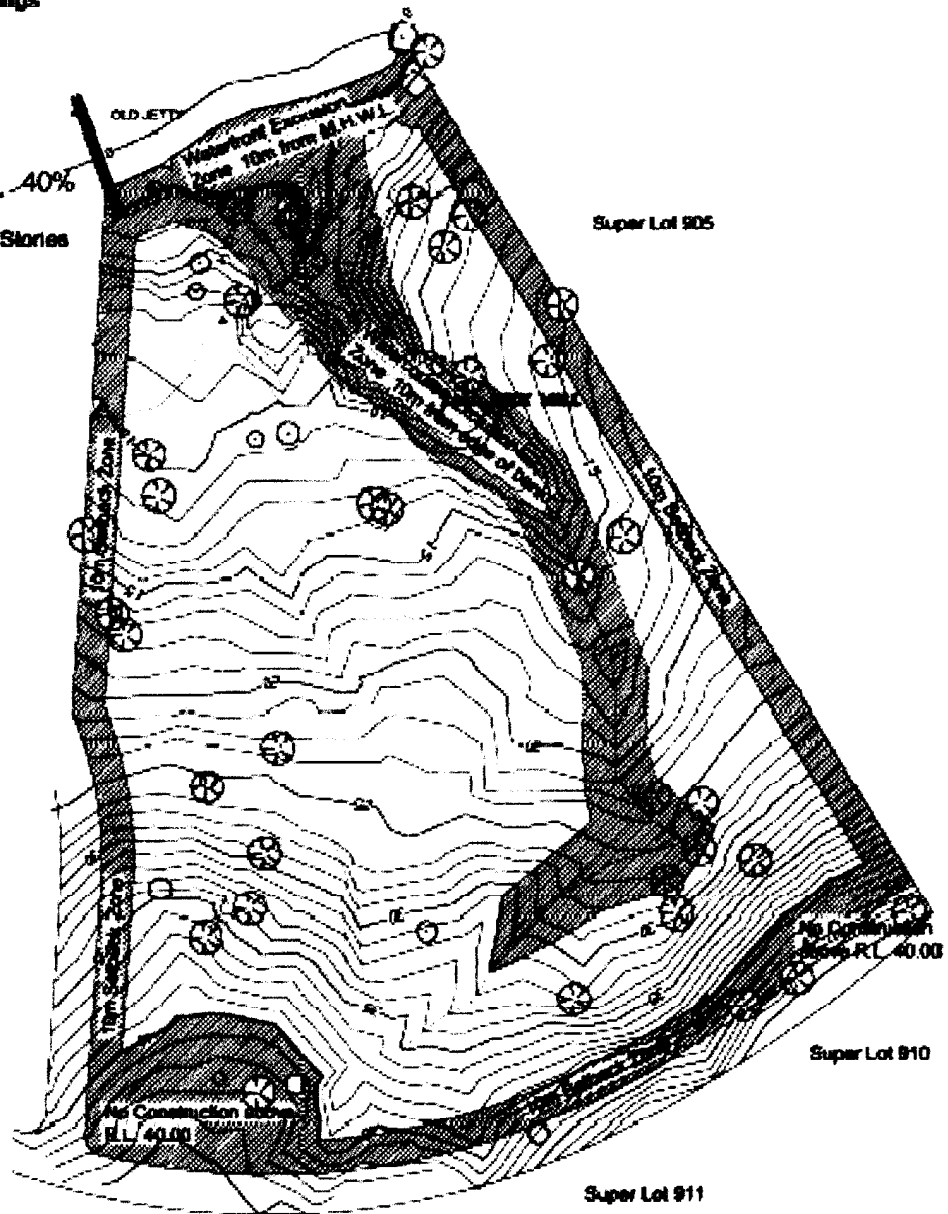
Super Lot 910

Super Lot 911

Super Lot 912

Scale 1: 2,000

Super Lot 904



Attachment D

Super Lot 905

Maximum Allowable Dwellings

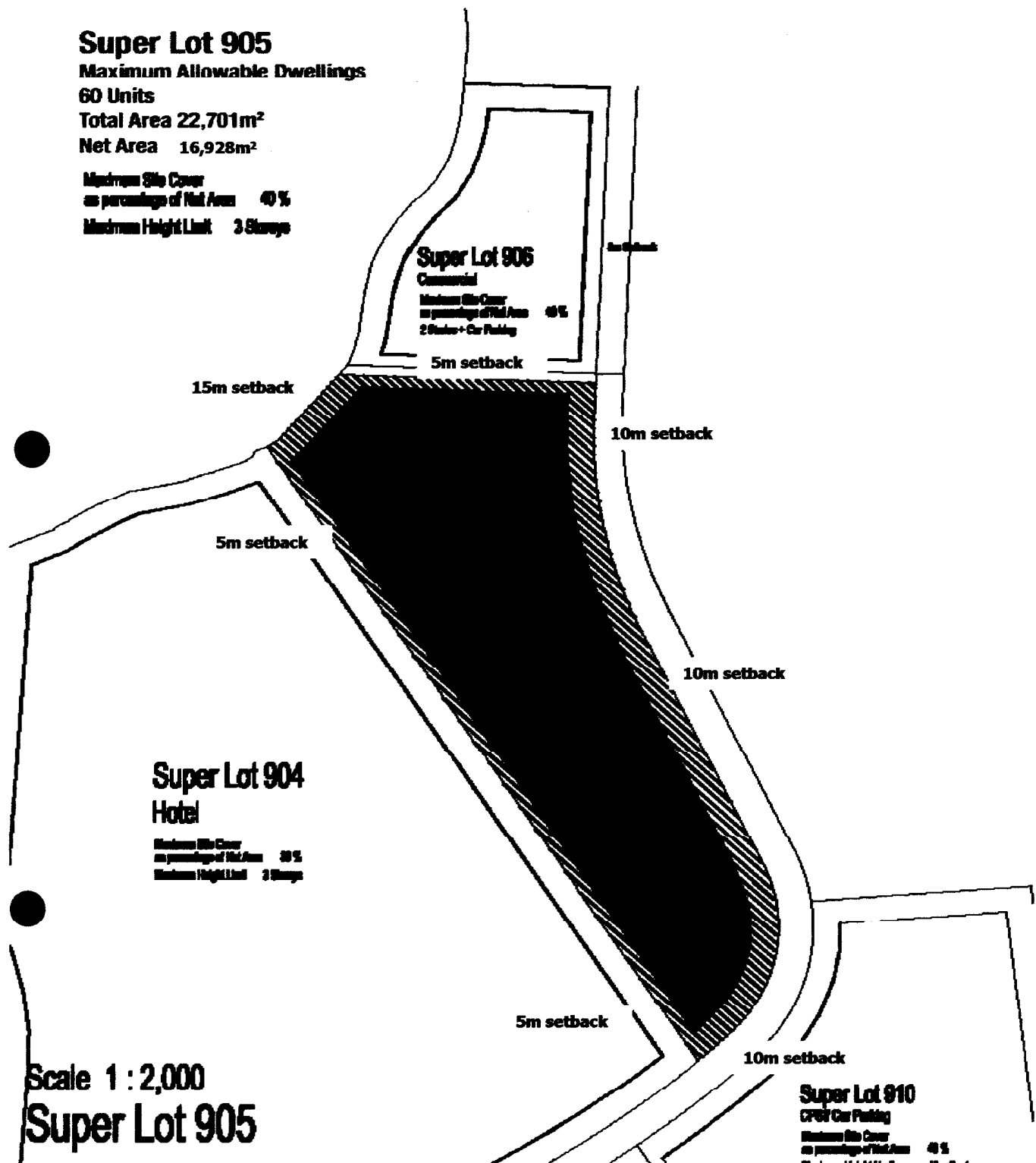
60 Units

Total Area 22,701m²

Net Area 16,928m²

Maximum Site Cover
as percentage of Net Area 40 %

Maximum Height Limit 3 Storeys



Attachment E

Super Lot 906

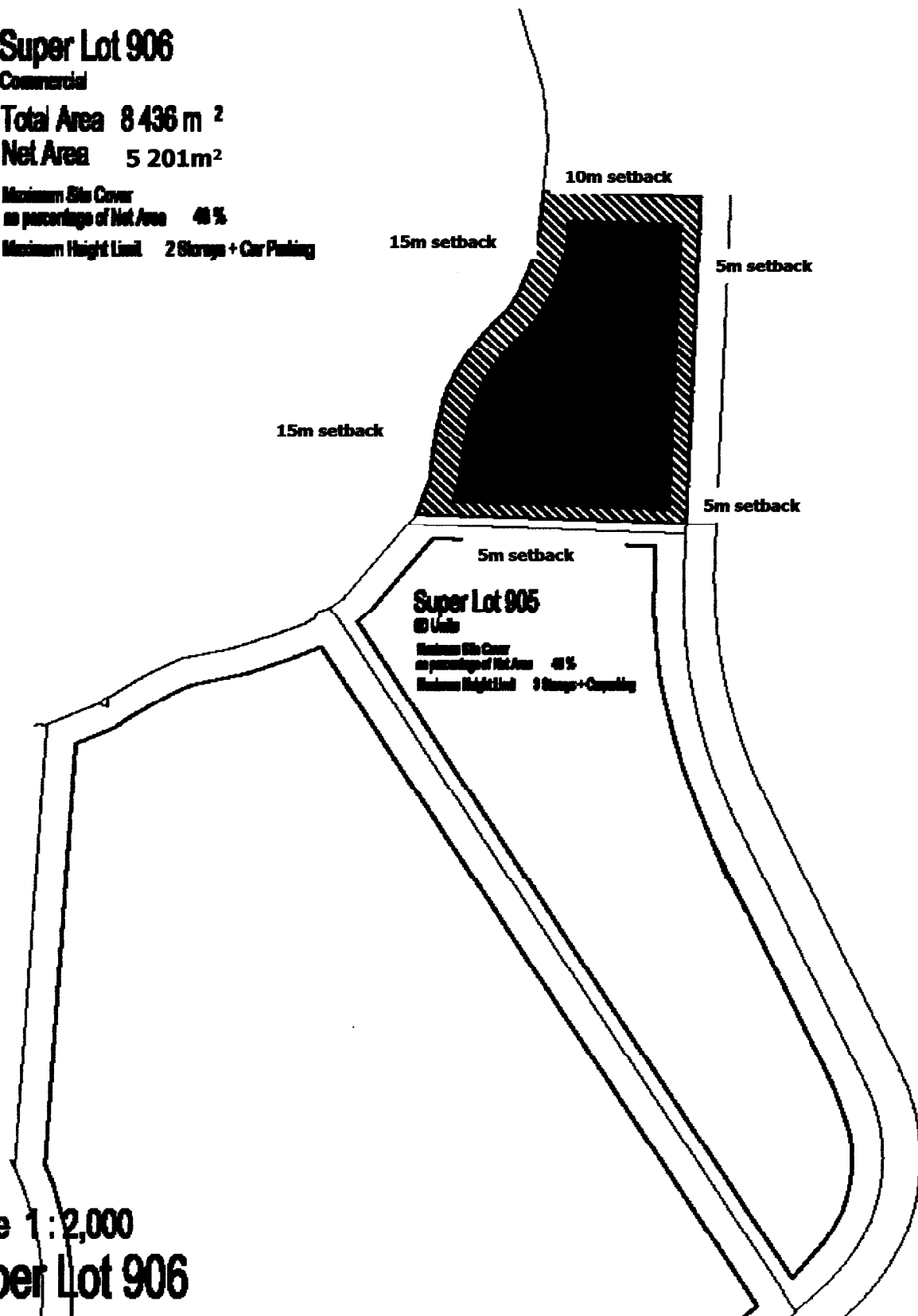
Commercial

Total Area 8 436 m²

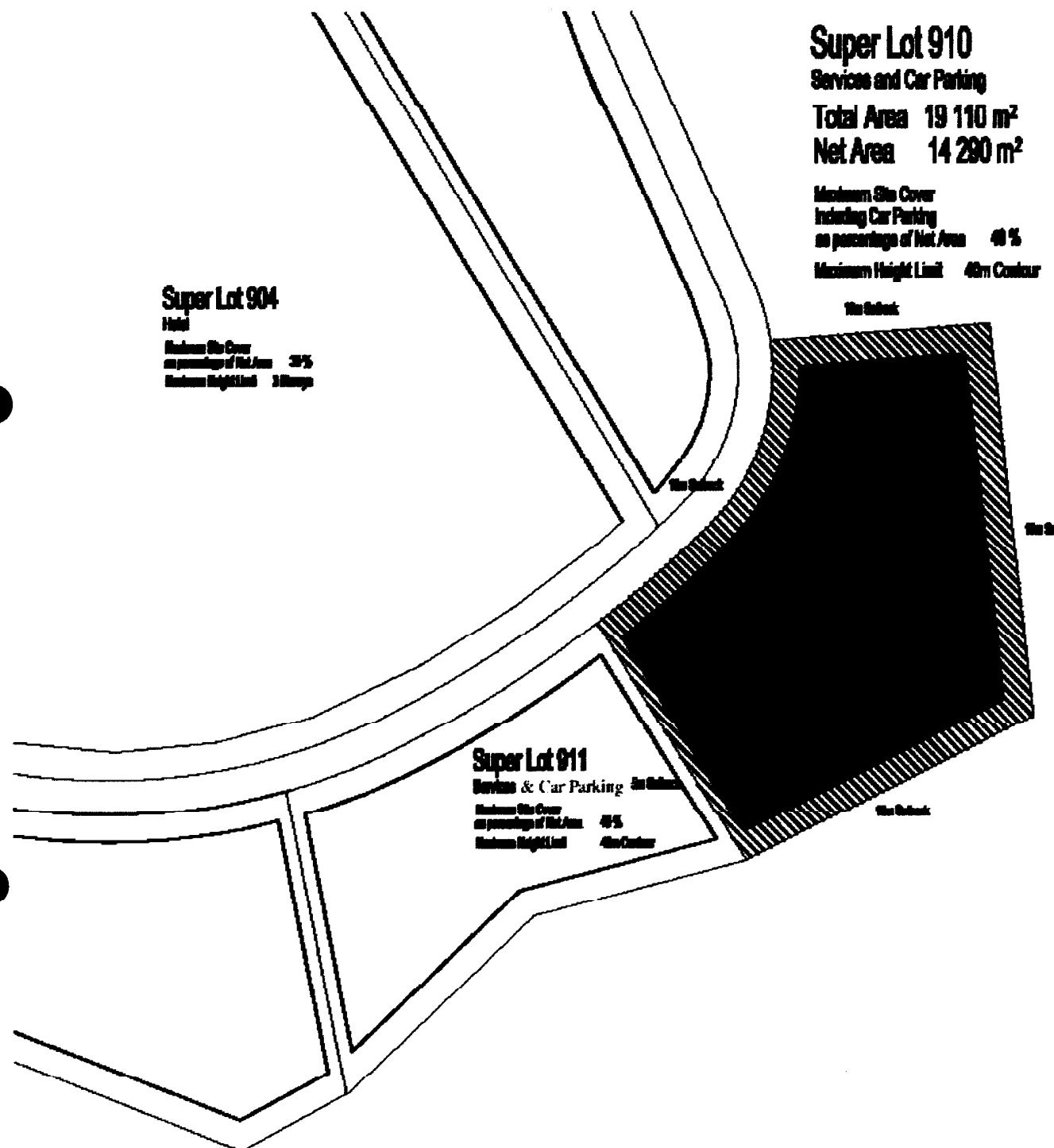
Net Area 5 201m²

Minimum Site Cover
as percentage of Net Area 40 %

Maximum Height Limit 2 Storage + Car Parking



Attachment F



Scale 1:2,000
Super Lot 910

Attachment G

Super Lot 911

Services & Car Parking

Total Area 12 880 m²

Net Area 9 084 m²

Minimum Site Cover
including Car Parking
as percentage of Net Area 40 %

Maximum Height Limit 40m Contour

Super Lot 904

Hotel

Minimum Site Cover
as percentage of Net Area 30 %

Maximum Height Limit 9 Storeys

Super Lot 910

Services and Car Parking

Minimum Site Cover
as percentage of Net Area 40 %

Maximum Height Limit 40m Contour

Super Lot 912

Services

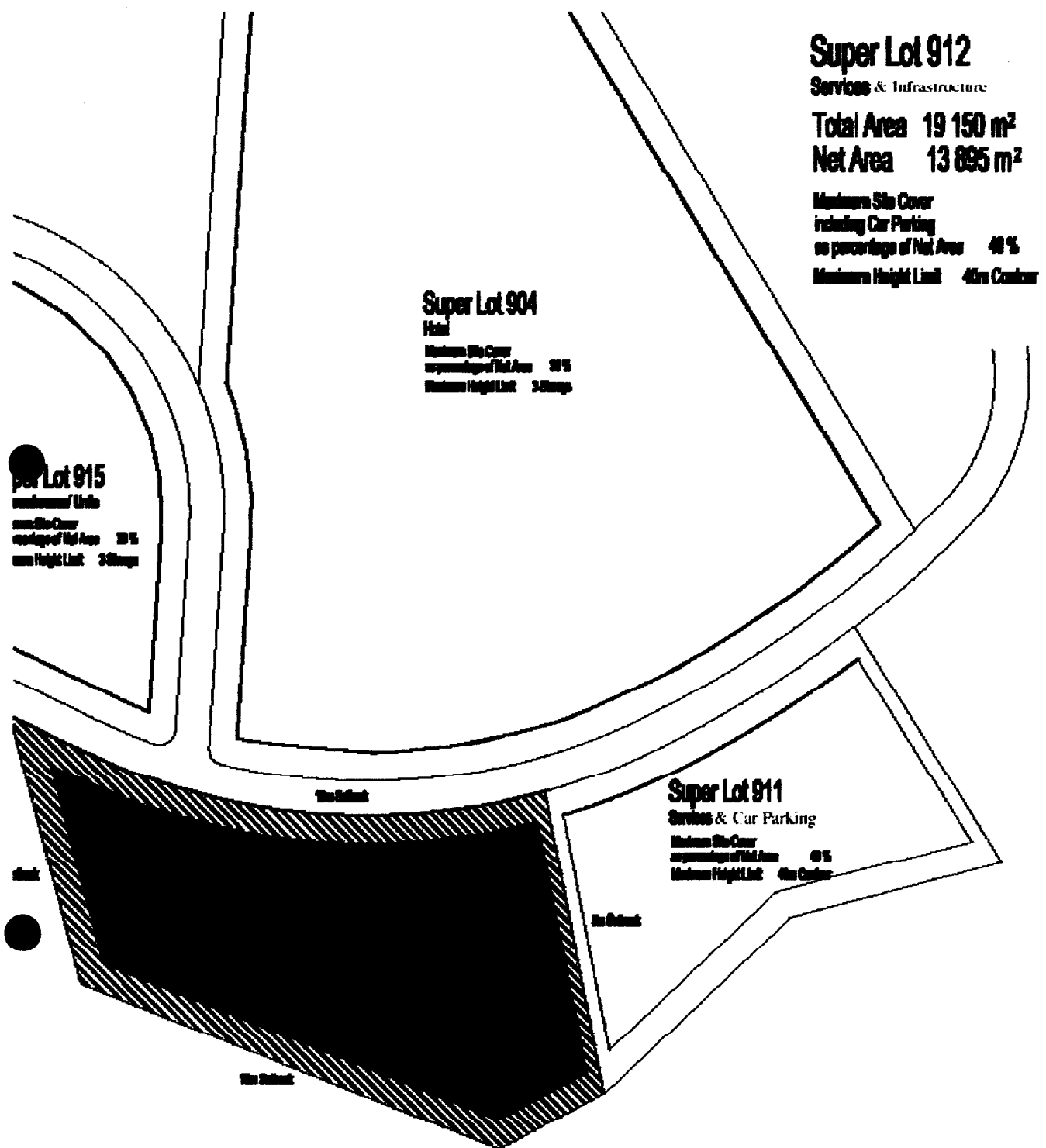
Minimum Site Cover
as percentage of Net Area 40 %

Maximum Height Limit 40m Contour

Scale 1:2,000

Super Lot 911

Attachment H



Scale 1:2,000
Super Lot 912

Attachment I

Super Lot 914

Maximum Allowable Dwellings

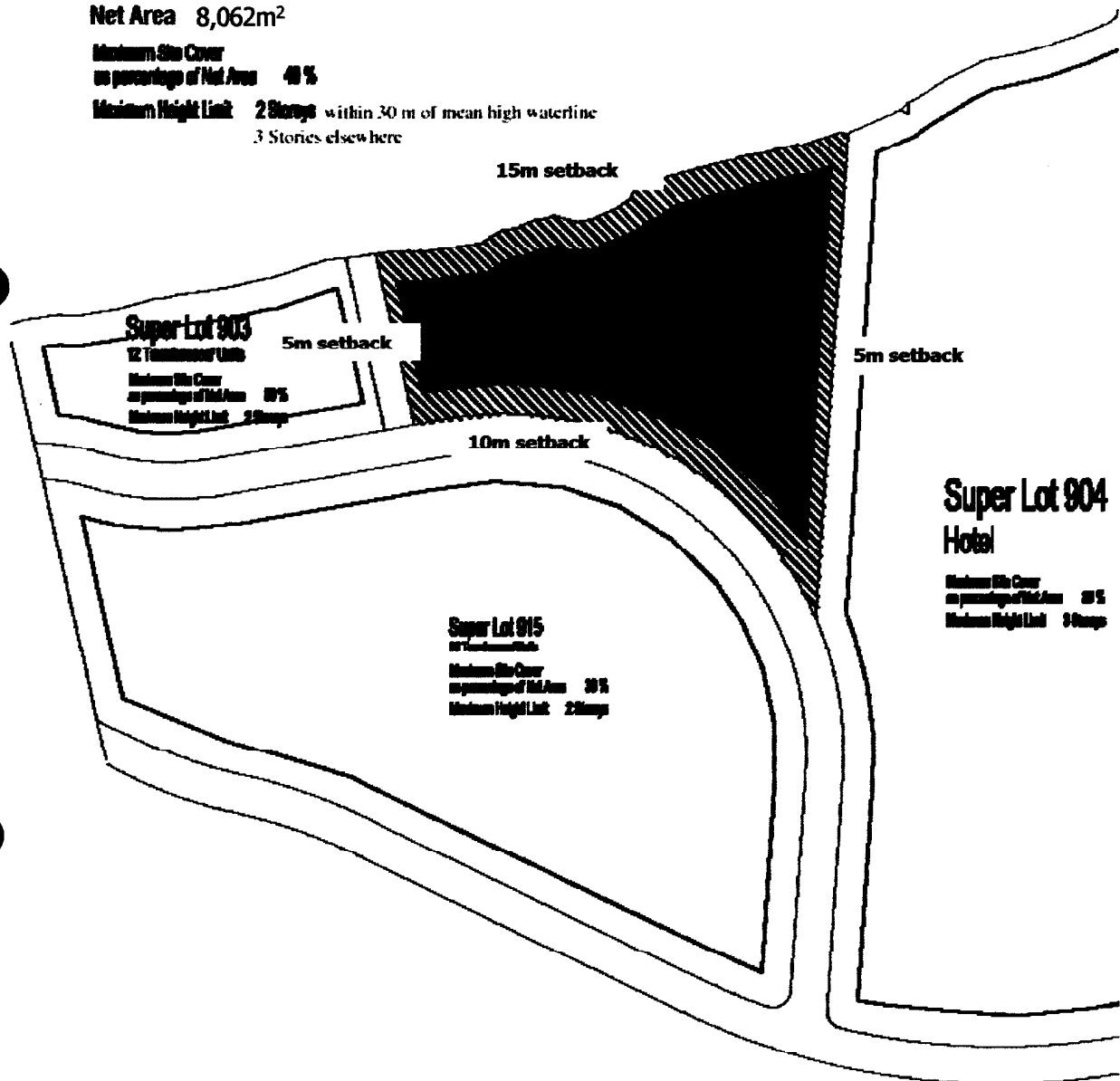
38 Townhouse Units

Total Area 12,800m²

Net Area 8,062m²

Maximum Site Cover
as percentage of Net Area 40 %

Maximum Height Limit 28 Storeys within 30 m of mean high waterline
3 Storeys elsewhere



Scale 1:2,000

Super Lot 914

Attachment J

Super Lot 915

Maximum Allowable Dwellings

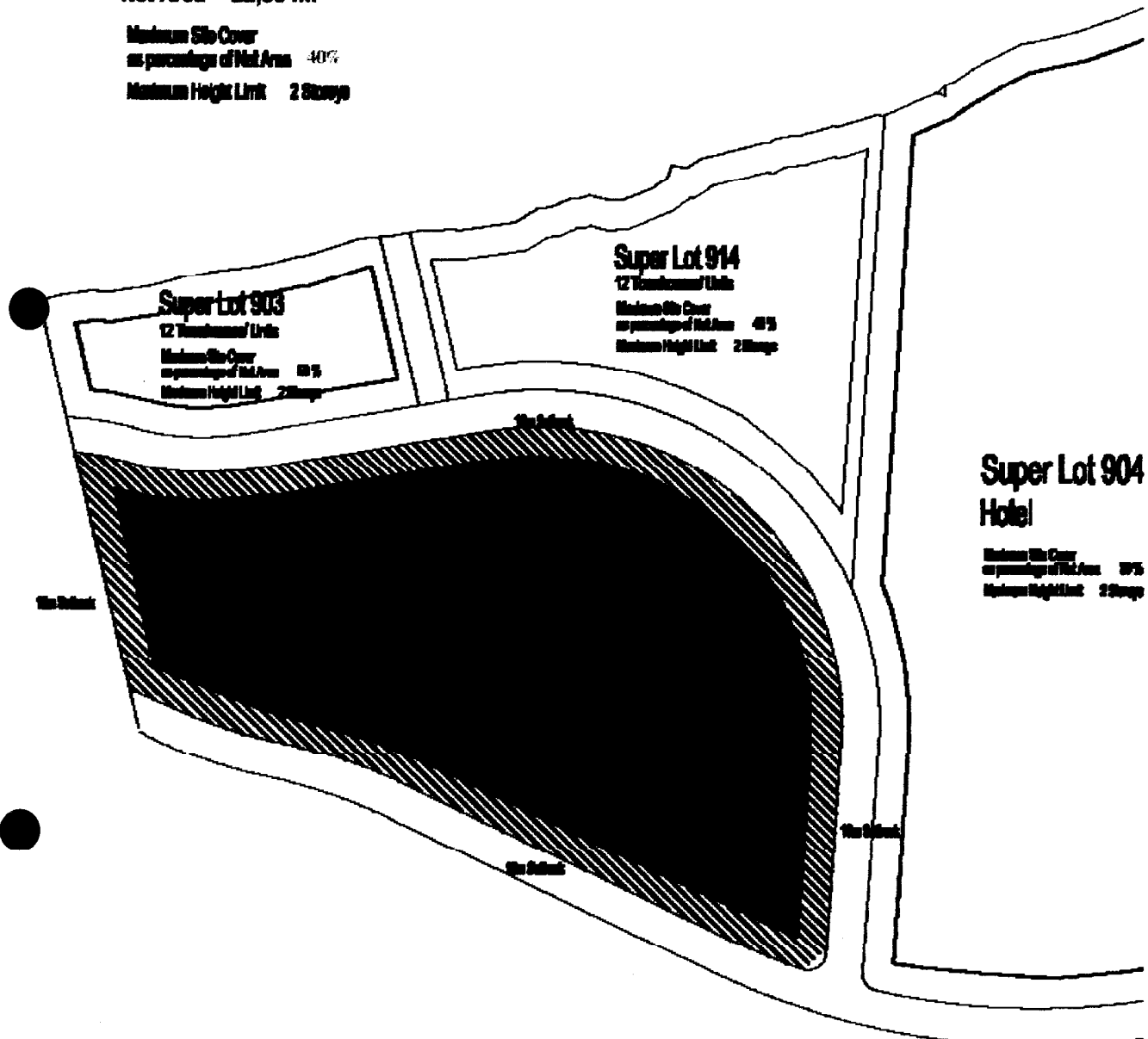
60 Townhouse Units

Total Area 29,840m²

Net Area 22,504m²

Maximum Site Cover
as percentage of Net Area 40%

Maximum Height Limit 2 Storeys



Scale 1:2,000

Super Lot 915