

All enquiries to Sally Murphy, Development Services on 9526 1111

Our ref: SJ1842:E24/11971

This memorandum of understanding is made on the \_\_\_\_ day of \_\_\_\_\_ 2024

## MEMORANDUM OF UNDERSTANDING

### Between

The Shire of Serpentine Jarrahdale (hereafter referred to as “the Shire”)  
6 Paterson Street  
Mundijong WA 6123

And

Cardup Investments Pty Ltd (hereafter referred to as “the Developer”)  
Level 1, 189 Hay Street  
Subiaco, WA 6008

### **Subject: Developer Agreement relating to Lot 33 Hopkinson Road, Cardup**

#### 1. Purpose

This Memorandum of Understanding (MoU) sets out the basis of a Developer Agreement that is being voluntarily offered by the Developer, and voluntarily accepted by the Shire, as it pertains to traditional and community based infrastructure to be delivered as part of the development of the land known as Lot 33 Hopkinson Road, Cardup (“the Subject Land”).

#### 2. Background

The Developer is developing the Subject Land, into a master planned community.

The Subject Land is proximate to the urban area of Byford, whereby urban development has been subject to two development contribution areas (“DCAs”). DCA1 deals with traditional infrastructure, and DCA4 community infrastructure.

In lieu of being included within DCA1 and DCA4, a voluntary Developer Agreement has been proposed by the Developer.

The Shire has voluntarily accepted this Developer Agreement in principle.



This MOU sets out the intent to enter into such Developer Agreement, reflecting the principles and practice associated with the application of State Planning Policy 3.6 (Infrastructure Contributions), specifically in reference to s6.9.

The parties acknowledge that if the Subject Land is not included into DCA1 and DCA4, then the Developer would not become liable to contribute towards DCA 1 and DCA4 infrastructure. Part of the intent of this MoU, and any Developer Agreement flowing from it, would be to offset the advantage to the Developer of not needing to contribute to DCA1 or DCA4 infrastructure, by having the Developer commit in lieu to providing certain infrastructure from within its landholding, that goes beyond the level of provision that would be required by ordinary subdivision policies (including Liveable Neighbourhoods) alone,

Provided the parties are able to reach full agreement within a reasonable period in terms of a Developer Agreement consistent with the terms of this MOU, the Shire will not seek to amend its local planning scheme to have any DCAs cover the Subject Land.

### **3. Scope to be covered by the Developer Agreement**

In lieu of being included within DCA1 and DCA4, the Developer voluntarily offers in principle, and the Shire voluntarily accepts in principle, creating a Developer Agreement to achieve the following:

- 3.1 The Developer delivering all land and infrastructure within the development for the local road and movement network aspects of subdivision for residential development;
- 3.2 The Developer delivering all land and infrastructure within the development for the drainage, water monitoring, public open space and district open space (district oval) aspects of subdivision for residential development;
- 3.3 The Developer establishing a community pavilion and associated infrastructure, at an agreed location within the Subject Land and to an agreed standard;
- 3.4 The Developer delivering the district open space and community pavilion, to an agreed standard, before 85% of expected lot yield has been created;
- 3.5 The Shire accepting vesting of the district open space and the community pavilion, once created;
- 3.6 The Shire supporting the pursuit of grants for such district open space and community pavilion infrastructure, that may be applied for by the Developer.
- 3.7 Any infrastructure provided by the Developer pursuant to the Developer Agreement must be provided to an agreed standard.

### **4. Execution of Formal Agreement**

The parties agree to use best endeavours to execute a formal Developer Agreement within six months of the execution of this MOU.

### **5. Dispute Resolution**

The parties shall use their best endeavours to resolve any disputes arising out of, or in connection with, this MOU through good faith negotiations.

## 6. Signatures

This MOU is agreed to and signed by the duly authorised representatives of the parties on the dates written.

*For the Shire of Serpentine Jarrahdale:*

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Paul Martin  
Chief Executive Officer

Date: \_\_\_\_\_ 2024

*For Cardup Investments Pty Ltd:*

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Name:  
Position:

Date: \_\_\_\_\_ 2024