

Course Development Proposal - Members Information Bulletin No. 10
29 August 2016

Members,

An information night was held Monday 15 August to let members see the proposed reconfiguration of the sale land and the proposed course redesign. Ross Watson, the course designer was present to answer members' questions, along with the developers.

The night started with a few members asking questions that did not relate to the subject of the night. The questions related to the actual proposal to enter into a Contract to sell part of the course. These matters were all discussed and resolved at 2 information nights held on 19 & 20 May last year. Subsequent to these nights, a Special General Meeting was held on 21 June 2015, where the matters were again discussed. Members at that SGM then voted 96% in favour of the proposed sale. A legal, binding Contract for Sale was then signed a few days after the SGM. This Contract is still in force and is valid. As the recent information night, and the upcoming Special General Meeting, relate to the change in configuration only, and not the actual proposal to sell the land, these questions were irrelevant in the context of the meeting, so to avoid a lot of wasted time for the members present, the meeting was returned to the subject at hand.

The renowned course designer, Ross Watson, was waiting for questions on his vision for the course etc. When eventually members were able to ask him their questions, he was very forthcoming, informative and inspiring in his passion for the course. Since the meeting, many members have expressed their thanks that Ross was able to attend and they were very impressed by him and his answers.

Some questions that were raised at the meeting, and also asked since, are:

- ***Will the Club have 18 holes all the time throughout the course reconfiguration?*** The answer is YES, there will always be 18 holes in play. While this is the case, members must understand there will be some interruptions to the course over the period. These include shorter courses (18 holes but a lesser par), temporary greens and tees etc. All efforts will be made to keep the shorter courses to the minimum time frame possible. Temporary greens and tees will be properly prepared areas, included in the staging programme, not just areas of fairway mown short. A staging programme from Ross Watson will be posted for viewing in the Clubhouse and will also be available to read at the administration office during office hours.
- ***Can the course reconfiguration be done for the budgeted amount?*** The answer is YES, Ross is totally confident he can produce a quality course for the amount allowed. He has done his costings and they come in under the budget. Ross is extremely experienced in this field and has constructed many quality courses across Australia. Members must also understand that the Contract states unequivocally that should any overrun in costs occur in the construction of the holes, the Developer is liable for these costs. The Club has no liability at all in this respect.
- ***Is the area being sold the same in the Master Draft Plan as in the Contract?*** The area of land being sold in the Contract is 74,749m². The area depicted in the Draft Master Plan is the same area, only a different shape. Before any property Deed of Title is issued to the Buyers, or any land handed over for development, an independent surveyor will be appointed to survey, peg and certify that the area is as per the contracted 74,749m².
- ***What is the timing for construction of the proposed reconfiguration of the existing course?*** Ross has programmed for a 30 month construction period. Members should be aware that it is written specifically into the Contract that the developers do not get access to any existing holes until

the full 18 hole course is complete and playable, to the satisfaction of the Club's Management Committee.

- **Can a clear overlay be provided showing the existing holes so members can locate the new holes on the existing course?** I have asked the developers for an overlay and they are looking to get something to match the Draft Master Plan. Upon receipt of this, it will be posted on the Master Plan in the Clubhouse.

- **Do the Developers have the capacity and capability to complete the development?** The developers are a small local company formed specifically for this development. The two local principals of the company are a town planner and an engineer. They do not have the capacity to carry out this development on their own, but they have a large Sydney developer, Bluestone Properties, who has a lot of experience in this type of developments for Clubs, churches etc., backing them in this project. The Developers have met every milestone to date in respect to Club and contractual obligations. The Buyers, in conjunction with Bluestone, will commence the Development Application process for the sale land, at their cost, once the rezoning of Lot 152 is approved.

- **Can the Developers build the golf course, get access to the land then develop and sell it without meeting obligations regarding the new clubhouse and the cash payment, leaving the Club to pursue them through legal means.** The answer to this is NO. There is a Special Clause in the Contract, which states that the Buyer grants the Seller a First Mortgage over the land area (all costs paid by the Buyer). Before any Lot is sold by the Developer, a part mortgage has to be released by the Club. This will only be released if the Buyers' contractual obligations have been met to that date. This is Special Condition 6 (6.1 - 6.5) if any member wishes to read it in the Contract.

Ross Watson's Report on the course redesign will be posted in the Clubhouse in full for viewing by members. As with the programme, it will also be available at the administration office in office hours, for full perusal by any member who wishes to do so.

We are still waiting on the amendment to the zoning of Lot 152 by the Sunshine Coast Regional Council. It has been a long and frustrating process but we are still confident of a favourable outcome. If the desired result is obtained, this will be the first, but possibly the greatest, hurdle to the development overcome. This is beyond all our control, but here's hoping a decision is forthcoming in the near future.

A Special General Meeting will be called within a few weeks, once members have had time to peruse and properly digest the course redesign, the Report and the proposed staging. It was the Committee's intention, based on legal advice from our Club's solicitor, that any members who could not attend the meeting would be able to cast an absentee vote for this SGM. A valid point has been raised by some members that make this impractical. Unlike an AGM vote for Committee positions, the vote is for a Motion/s put up prior to the meeting. At the meeting, these motion/s may be subject to amendment, making the absentee vote on the original Motion invalid. This could create the situation where a member deliberately does not attend the meeting, thinking they had voted already, only to find their vote does not count if the Motion is amended at the meeting. For this reason, the Committee has reluctantly agreed that absentee votes will not be allowed. All members who are interested in the outcome of this SGM are urged to attend the meeting if possible and vote on the Motions there.

Al Bruscheiler
President