The parties were unable to agree the terms of sale and in April 2018 Redrock was formally advised that its tender was unacceptable.

Key Historical Takeaways

1. Surfers Plaza Resort was developed pursuant to a 1987 rezoning approval as part of a broader Bowls Club Site development with its car parking requirements secured under long term leases over adjoining land owned by other parties.
2. The rezoning approval imposing the car parking condition (in part benefiting the Resort) did not run with the land. There was no condition in the rezoning approval requiring a rezoning deed and no such deed was entered into. Accordingly, Surfers Plaza Resort and successors in title to the land the subject of the rezoning approval are under no obligation to comply with the conditions of the rezoning approval, including the car parking requirements. The conditions attached to the rezoning approval are not binding on the Surfers Plaza Resort and the conditions cannot be enforced against Surfers Plaza Resort.
3. The Resort rights in respect of the car parking spaces were secured by way of lease. Those rights are lost on expiry or earlier determination of any lease.
4. The City used its position as land owner to condition the grant of owner's consent (and condition the subsequent development approval), and again as a condition of the proposed sale of its land in 2016, to provide for car parking within the redevelopment for the benefit of the Surfers Plaza Resort. Those interventions failed to produce either the desired car parking and/or sale outcomes.
5. A condition imposed on any future development approval requiring the applicant to provide car parking for the benefit of the adjoining Surfers Paradise Resort is unl ikely to satisfy the test of relevance and reasonableness under the *Planning* Act and is therefore, unlikely to withstand legal challenge.
6. A condition in any sale contract imposing an obligation to provide car parking for an adjoining owner may not be acceptable to a future purchaser or may result in an offer to purchase the land at well below market value.

Present Circumstances

Leading up to and following expiry in 2018 of the lease to the Resort over Lot 6 there have been a number of discussions between officers and the Surfers Plaza Body Corporate Committee and their legal representatives regarding the continuing use of Lot 6 for car parking purposes, and the position of the Body Corporate in respect of car parking more generally.

As a result of these discussions officers granted the Body Corporate a licence determinable on 90 days' notice and otherwise expiring on 30 June 2023 at a nominal fee, with the licence enabling owners to use Lot 6 for access and car parking purposes but allowing flex bility for the City to deal with the land. The Body Corporate understood that it had to take steps to protect its future car parking interests, and it was suggested by officers that discussions should be initiated with Redrock regarding either a new lease on commercial terms or the purchase of a volumetric lot in any redevelopment, including suggestions that they start a process of setting aside monies through a levy process to facilitate such an outcome.

Earlier this year officers became aware that the owners of Lots 5, 35 and 342 were marketing these lots for sale. A similar sales campaign in 2020 was unsuccessful.

It is understood that in July 2021 an unconditional contract was entered into with a long settlement (circa 18 months).

UNAUTHORISED RELEASE OF CONFIDENTIAL REPORTS OR INFORMATION may be an offence under the *Local Government Act 2009* and other legislation and could result in disqualification from office and a penalty of up to 100 units.