REIQ Accredited Agency

Contract for the Sale and Purchase of Residential Real Estate

First Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of residential real estate in Queensland.

The Seller and Buyer agree to sell and buy the Property under this contract.

REFERENCE SCHEDULE

Contract Date: _____ *If no date is inserted, the Contract Date is the date on which the last party signs the Contract*

PARTIES

SELLER

NAME: KM PROPERTY GROUP (AUSTRALIA) PTY LTD A.C.N. 620 450 053 TRUSTEE UNDER INSTRUMENT 721507564 ABN: A.C.N. 620 450 053

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: EMAIL:

NAME: ABN:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: EMAIL:

SELLER'S AGENT

NAME:
Ray White Rochedale in Conjunction with NAZIMA HANSA REALTY PTY LTD
ZMA PTY LTD ATF The ZMA Trust in Conjunction with NAZIMA HANSA REALTY PTY LTD

ABN: 60612684807 36 108 625 350 LICENCE NO: 3820793 EXP: 24/10/2026 4850750 EXP: 30/05/2028

ADDRESS: G4/1 Centre Place, 467 Underwood Road

SUBURB: ROCHEDALE SOUTH STATE: QLD POSTCODE: 4123

PHONE: 07 3059 8600 MOBILE: 0410 218 499 EMAIL: rochedale.qld@raywhite.com ; junaid.ally@raywhite.com

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME:
ONE80 CONVEYANCING

REF: CONTACT: IRFAN EBRAHIM

ADDRESS: 28 CLUNIES ROSS COURT

SUBURB: EIGHT MILE PLAINS STATE: QLD POSTCODE: 4113

PHONE: 1300 080 569 MOBILE: EMAIL: ie@one80conveyancing.com.au

BUYER

NAME: ABN:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: EMAIL:

NAME: ABN:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: EMAIL:

INITIALS *(Note: initials not required if signed with Electronic Signature)*

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BUYER'S AGENT *(If applicable)*

NAME:

ABN: LICENCE NO:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: EMAIL:

BUYER'S SOLICITOR

← *or any other solicitor notified to the Seller*

NAME:

REF: CONTACT:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: EMAIL:

PROPERTY

LOT: ADDRESS: 47 FAHIM PLACE

SUBURB: LOGAN VILLAGE STATE: QLD POSTCODE: 4207

DESCRIPTION: **LOT:** 8 **PLAN:** SP335944 **AREA:** 1.35ha ← *more or less*

TITLE REFERENCE: 51404278 **SOLD AS:** ☑ Freehold ☐ Leasehold

☐ Built On ☑ Vacant

■ *if neither is selected, the Lot is treated as being Freehold.*

Present Use: RURAL RESIDENTIAL

Local Government: LOGAN

■ *attach annexure for additional space*

Excluded Fixtures:

■ *attach annexure for additional space*

Included Chattels:

PRICE

Cyber Warning

Cyber criminals are targeting real estate transactions by sending fraudulent electronic communications (emails) impersonating lawyers and real estate agents. BEFORE you pay any funds to another person or company using information that has been emailed to you or contained in this Contract, you should contact the intended recipient by telephone to verify and confirm the account details that have been provided to you.

PURCHASE PRICE: $

DEPOSIT:

Initial Deposit $

payable on the day the Buyer signs this contract unless another time is specified below:

3 BUSINESS DAYS FROM CONTRACT DATE

Balance Deposit (if any) $

payable on:

NOTE: failure to pay the deposit on the date(s) specified may result in termination of the contract and forfeiture of the deposit to the Seller.

Deposit Holder:	ZMA PTY LTD T/A RAY WHITE ROCHEDALE
Deposit Holder's Trust Account:	ZMA PTY LTD TRUST ACCOUNT
Bank:	ANZ UNDERWOOD
BSB: 014 279	**Account No:** 395 808 839

DEFAULT INTEREST RATE: %

■ *If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.*

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SETTLEMENT

SETTLEMENT DATE: 45 DAYS FROM CONTRACT DATE

- *or any later date for settlement in accordance with clause 6.2, 6.3 or 11.6(1) or a special condition of this contract or under s79, s80 or s81 of the Property Law Act 2023.*

WARNING: *The Settlement Date as stated may change. If you require settlement on a particular date, seek legal advice prior to signing.*

GST

[Select one. For sale of house or residential land or residential unit between parties who are not registered or required to be registered for GST, select first option]

Completing the GST items may have significant consequences for the Seller and Buyer. The Seller and Buyer should seek professional advice about completion of the GST item and should not rely on the Agent to complete.

☐ No GST is payable or Purchase Price includes GST (if any) [clause 10.2 applies]

☐ Buyer must pay GST in addition to the Purchase Price [clause 10.3 applies]

☑ Margin Scheme [clause 10.4 applies]

☐ Going concern [clause 10.5 applies]

☐ Farm Land [clause 10.6 applies]

[If not completed, clause 10.2 No GST is payable or Purchase Price includes GST applies]

GST WITHHOLDING OBLIGATIONS

Is the Buyer registered for GST and acquiring the Property for a creditable purpose? ☐ No ☐ Yes

← ***WARNING****: the Buyer warrants in clause 3.3(5) that this information is true and correct.*

[Note: An example of an acquisition for a creditable purpose would be the purchase of the Property by a building contractor, who is registered for GST, for the purposes of building a house on the Lot and selling it in the ordinary course of its business.]

The Seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding Law that:

(select whichever is applicable)

☐ the Buyer *is not* required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property

☑ the Buyer *is* required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

← ***WARNING****: All sellers of residential premises or potential residential land are required to complete this notice. Section 14-250 of the Withholding Law applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.*

LAND TAX

NOTE: This item **must be completed if:**

- the Property is **not** the Seller's principal place of residence (their home); and
- the Seller is not otherwise exempt from paying land tax in connection with the Property.

[select one]

☐ No adjustment is to be made for land tax

☑ Land tax is to be adjusted on a single holding basis

☐ Land tax is to be adjusted on the Seller's actual land tax liability

[If not completed, no adjustment is to be made for land tax]

CONDITIONS

FINANCE

Finance Amount: $

Financier:

Finance Date:

- *Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 4.1 does not apply.*

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date:

- *If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.2 does not apply.*

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MATTERS AFFECTING PROPERTY

TITLE ENCUMBRANCES:

The Encumbrances listed below **will remain after** settlement under clause 7.2:

☑ **Seller Disclosure Statement was given to the Buyer**

a. the **registered interests and encumbrances** listed on the title search included in the Seller Disclosure Statement other than any mortgage, caveat or charge; and

b. the **Unregistered Encumbrances** (note this includes statutory encumbrances affecting the land) disclosed in the Seller Disclosure Statement, unless this contract requires them to be discharged at or before settlement (for example clause 3.5).

☐ **Seller Disclosure Statement was NOT given to the Buyer**

List all Encumbrances that **will remain after** settlement under clause 7.2:

(You need to include specific description of all registered interests, unregistered interests and statutory encumbrances (see definition of Encumbrances)).

ALL STATUTORY RIGHTS RELATING TO WATER SUPPLY, SEWAGE, DRAINAGE, ELECTRICITY, TELEPHONE AND OTHER SERVICES IN, PASSING THROUGH OR OVER THE PROPERTY WHETHER OR NOT PROTECTED BY REGISTERED EASEMENT.

TENANCIES:

Is the Property sold subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement?

☑ No

☐ Yes, details are contained in the attached Tenancies Schedule

OTHER MATTERS:

Residential Tenancy Agreements or Rooming Accommodation Agreements:

Has the Property been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date?

☑ No

☐ Yes

If Yes, the day of the last rent increase for each residential premises comprising the Property is: _____

← ***WARNING TO SELLER**: If the Property or any part has been let at any time in the last 12 months the Seller is required under clause 5.5(1)(e) to provide evidence of the last rent increase. Failure to provide evidence by settlement may entitle the Buyer to terminate the contract.*

TREE ORDERS AND APPLICATIONS:

Neighbourhood Disputes (Dividing Fences and Trees) Act 2011, section 83:

Is the Lot affected by an application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Lot?

☑ No

☐ Yes

If yes, a copy of the application or order is given with this contract.

← ***WARNING:** Failure to comply with s83 Neighbourhood Disputes (Dividing Fences and Trees Act) 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.*

POOL SAFETY

Q1. Is there a pool on the Lot or on adjacent land used in association with the Lot?

☑ No

☐ Yes

Q2. If the answer to Q1 is Yes, is there a Pool Compliance Certificate for the pool at the time of contract?

☐ No

☐ Yes

← ***WARNING TO SELLER:** If there is a regulated pool on the Lot, under clause 5.5(1)(f) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract*

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

■ **NOTE:** ***This section must be completed if there is a domestic dwelling on or comprising the Lot***

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:

☐ Installed in the residence

☑ Not installed in the residence

← ***WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.*

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:

☐ Installed in the residence

☑ Not installed in the residence

← ***WARNING:** Under clause 7.9 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Lot. Failure to do so is an offence under the Fire Services Act 1990.*

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LOTS IN A COMMUNITY TITLES SCHEME (COMPLETE IF APPLICABLE)

STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS

*← **WARNING TO SELLER:** The Body Corporate and Community Management Act 1997 and the Contract include warranties by the Seller about the Body Corporate and the Scheme land. Breach of a warranty may result in a damages claim or termination by the Buyer. Sellers should consider whether to carry out an inspection of the Body Corporate records to complete this section.*

If the Lot is a lot in a community titles scheme, the Seller gives notice to the Buyer of the following matters:

(a)	Latent or Patent Defects in Common Property or Body Corporate Assets (s 223(2)(a)(b))*	
(b)	Actual or Contingent or Expected Liabilities of Body Corporate (s 223(2)(c)(d))*	
(c)	Circumstances in Relation to Affairs of Body Corporate (s 223(3))*	
(d)	Proposal to Record a New Community Management Statement (clause 12.9(1)(a))	
(e)	Unapproved improvements on common property benefitting the Lot (clause 12.9(1)(b))*	
(f)	Outstanding by-law contravention notices (clause 12.9(1)(c))*	
(g)	Proposed Body Corporate resolutions (clause 12.10)*	

**Include in attachment if insufficient space*

INSPECTION OF BODY CORPORATE RECORDS

Records Inspection Date: _____

← If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 12.3 does not apply.

LOTS IN A BUILDING UNIT AND GROUP TITLE PARCEL (COMPLETE IF APPLICABLE)

WARRANTIES AND CONTRACTUAL RIGHTS

*← **WARNING TO SELLER:** The Contract includes warranties by the Seller about the Body Corporate and the Parcel. Breach of a warranty may result in a damages claim or termination by the Buyer. Sellers should consider whether to carry out an inspection of the Body Corporate records to complete this section.*

If the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies, the Seller gives notice to the Buyer of the following matters:

(a)	Proposal to add to, alter or repeal by-laws (clause 13.9(1)(a))	
(b)	Unapproved improvements on common property benefitting the Lot (clause 13.9(1)(b))*	
(c)	Outstanding by-law contravention notices (clause 13.9(1)(c))*	
(d)	Proposed Body Corporate resolutions (clause 13.10)*	

**Include in attachment if insufficient space*

INSPECTION OF BODY CORPORATE RECORDS

Records Inspection Date: _____

← If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 13.3 does not apply.

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SPECIAL CONDITIONS

1. THE PARTIES AGREE THAT THIS CONTRACT MAY BE FORMED BY ONE PARTY EXECUTING THE CONTRACT THAT HAS BEEN SIGNED BY THE OTHER PARTY (OR A PHOTOCOPY OR FACSIMILE COPY OF THAT CONTRACT) AND TRANSMITTING IT BY ELECTRONIC TRANSMISSIONS TO THE OTHER PARTY OR THEIR AGENT OR SOLICITOR.

2. THE BUYER AND SELLER AGREE TO AN ELECTRONIC SETTLEMENT USING THE PEXA PLATFORM AND THEY WILL ENSURE THEIR FINANCIAL INSTITUTIONS ALSO AGREE.

3. THE PARTIES AGREE THAT AT SETTLEMENT SHOULD THE DEPOSIT NOT COVER THE COMMISSION PAYABLE THEY WILL ENSURE THAT THE BALANCE OF COMMISSION WILL BE PAID TO THE AGENT AT SETTLEMENT.

4. PLEASE REFER TO ANNEXURE 1 - SPECIAL CONDITIONS

SIGNATURES

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period. It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

Buyer: _____ **Date:** _____ **Witness:** _____

Buyer: _____ **Date:** _____ **Witness:** _____

By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

(**Note**: No witness is required if the Buyer signs using an Electronic Signature)

Seller: _____ **Date:** _____ **Witness:** _____

Seller: _____ **Date:** _____ **Witness:** _____

By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

(**Note**: No witness is required if the Seller signs using an Electronic Signature)

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1. DEFINITIONS

1.1 In this contract, terms in **bold** in the Reference Schedule have the meanings shown under or opposite them and unless the context otherwise requires:

(a) "**Approved Safety Switch**" means a residual current device as defined in the *Electrical Safety Regulation 2013;*

(b) "**ATO**" means the Australian Taxation Office;

(c) "**ATO Clearance Certificate**" means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;

(d) "**Balance Purchase Price**" means the Purchase Price, less the Deposit paid by the Buyer;

(e) "**Bank**" means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);

(f) "**Bank Cheque**":
- (i) includes a cheque drawn by a building society or credit union on itself; and
- (ii) does not include a cheque drawn by a building society or credit union on a Bank;

(g) "**Bond**" means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;

(h) "**Building Inspector**" means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulation 2018*;

(i) "**Business Day**" means a day other than:
- (i) a Saturday or Sunday;
- (ii) a public holiday or special holiday in the Place for Settlement; and
- (iii) a day in the period 27 to 31 December (inclusive);

(j) "**CGT Withholding Amount**" means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;

(k) "**Contract Date**" or "**Date of Contract**" means:
- (i) the date inserted in the Reference Schedule as the Contract Date; or
- (ii) if no date is inserted, the date on which the last party signs this contract;

(l) "**Court**" includes any tribunal established under statute;

(m) "**Digitally Sign**" and "**Digital Signature**" have the meaning in the ECNL;

(n) "**ECNL**" means the Electronic Conveyancing National Law (Queensland);

(o) "**Electronic Conveyancing Documents**" has the meaning in the *Land Title Act 1994*;

(p) "**Electronic Lodgement**" means lodgement of a document in the Land Registry in accordance with the ECNL;

(q) "**Electronic Settlement**" means settlement facilitated by an ELNO System;

(r) "**Electronic Signature**" means an electronic method of signing that identifies the person and indicates their intention to sign the contract;

(s) "**Electronic Workspace**" means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;

(t) "**ELNO**" has the meaning in the ECNL;

(u) "**ELNO System**" means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;

(v) "**Encumbrances**" includes:
- (i) registered encumbrances;
- (ii) Unregistered Encumbrances; and
- (iii) Security Interests;

(w) "**Enforcement Notice**" means any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property;

(x) "**Essential Term**" includes, in the case of breach by:
- (i) the Buyer: clauses 2.1, 3.1, 3.2, 3.3, 5.1 and 6.1; and
- (ii) the Seller: clauses 3.2, 3.3, 5.5(1) and 6.1;

but nothing in this definition precludes a Court from finding other terms to be essential;

(y) "**Extension Notice**" means a notice under clause 6.2(1);

(z) "**Financial Institution**" means a Bank, building society or credit union;

(aa) "**Financial Settlement**" means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;

(bb) "**Financial Settlement Schedule**" means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;

(cc) "**General Purpose Socket Outlet**" means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;

(dd) "**GST**" means the goods and services tax under the GST Act;

(ee) "**GST Act**" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;

(ff) "**GST Withholding Amount**" means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;

(gg) "**Improvements**" means all fixed structures on the Lot and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;

(hh) "**Keys**" means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;

(ii) "**Outgoings**" means rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax if the Reference Schedule provides that *No adjustment is to be made for land tax*;

[Note: the definition of Outgoings is modified by clauses 12.2(2)(a), 13.2(2)(a) where applicable]

(jj) "**Pest Inspector**" means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulation 2018*;

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(kk) "**Place for Settlement**" means:
- (i) where the Seller is represented by a solicitor who has an office in Queensland, the city or town in Queensland in which the office of the Seller's Solicitor is located;
- (ii) otherwise, within the Brisbane Central Business District;

(ll) "**Pool Compliance Certificate**" means:
- (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
- (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
- (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;

(mm) "**PPSR**" means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);

(nn) "**Property**" means:
- (i) the Lot;
- (ii) the Improvements; and
- (iii) the Included Chattels;

[Note: the definition of Property is modified by clause 12.2(2)(b) or 13.2(2)(b) where applicable]

(oo) "**Rent**" means any periodic amount payable under the Tenancies;

(pp) "**Reserved Items**" means the Excluded Fixtures and all chattels on the Lot other than the Included Chattels;

(qq) "**Residential Tenancy Agreement**" has the meaning in the RTRA Act;

(rr) "**Rooming Accommodation Agreement**" has the meaning in the RTRA Act;

(ss) "**RTRA Act**" means the *Residential Tenancies and Rooming Accommodation Act 2008*;

(tt) "**Security Interests**" means all security interests registered on the PPSR over Included Chattels and Improvements;

(uu) "**Seller Disclosure Statement**" means the disclosure statement and prescribed certificates given by the Seller to the Buyer under section 99(1) of the *Property Law Act 2023* (if applicable) before the Buyer signed this contract;

(vv) "**Services**" means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;

(ww) "**Site Value**" means:
- (i) in the case of non-rural land, the site value under the *Land Valuation Act 2010*; or
- (ii) in the case of rural land, the unimproved value under the *Land Valuation Act 2010*;

(xx) "**Smoke Alarm Requirement Provision**" has the meaning in section 147W of the *Fire Services Act 1990*;

(yy) "**Transfer Documents**" means:
- (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
- (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;

(zz) "**Transport Infrastructure**" has the meaning defined in the *Transport Infrastructure Act 1994;*

(aaa) "**Unregistered Encumbrance**" has the meaning in the *Property Law Regulation 2024*; and

(bbb) "**Withholding Law**" means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

2. DEPOSIT

2.1 Payment of Deposit

(1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.

(2) The Buyer will be in default if it:
- (a) does not pay the Deposit when required;
- (b) pays the Deposit by a post-dated cheque; or
- (c) pays the Deposit by cheque which is dishonoured on presentation.

(3) Subject to clause 2.1(4), if the Buyer:
- (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
- (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
- (c) does not take any action to defer the payment to the Deposit Holder to a later day,

the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.

(4) If the Buyer has complied with clause 2.1(3) but the Deposit Holder has not received the payment by the due date:
- (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
- (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.1(4)(a) is given to the Buyer then clause 2.1(3) will not apply and the Buyer will be in default.

(5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.2 Investment of Deposit

If:

(1) the Deposit Holder is instructed by either the Seller or the Buyer; and

(2) it is lawful to do so;

the Deposit Holder must:

(3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties;

(4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied); and

(5) provide the parties with an account statement in respect of the account in which the Deposit is held:
- (a) at 30 June of each year; and
- (b) when the Deposit Holder pays the Deposit to the party entitled to it.

2.3 Entitlement to Deposit and Interest

(1) The party entitled to receive the Deposit is:
- (a) if this contract settles, the Seller;
- (b) if this contract is terminated without default by the Buyer, the Buyer; and
- (c) if this contract is terminated owing to the Buyer's default, the Seller.

(2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.

(3) The person who is entitled to the Deposit is presently entitled to the interest on the Deposit. Until settlement or termination of this contract, the Seller is presently entitled to the interest on the Deposit.

(4) If this contract is terminated, and the Buyer is entitled to the Deposit:

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(a) the Buyer must reimburse the Seller for any tax paid by the Seller as a result of an earlier present entitlement to interest on the Deposit; and

(b) the Buyer has no further claim once it receives the Deposit and any interest on the Deposit, unless the termination is due to the Seller's default or breach of warranty.

(5) The Deposit is invested at the risk of the party who is ultimately entitled to it.

3. PURCHASE PRICE

3.1 Payment of Balance Purchase Price

On the Settlement Date, the Buyer must pay the Balance Purchase Price:

(a) for an Electronic Settlement, by electronic funds transfer as directed by the Seller's Solicitor and/or the Seller's mortgagee in the Financial Settlement Schedule; or

(b) otherwise, by Bank Cheque as the Seller or the Seller's Solicitor directs.

3.2 Foreign Residents Capital Gains Tax Withholding

(1) Clause 3.2 applies if both the following apply:

(a) the sale is not an excluded transaction under s14-215 of the Withholding Law; and

(b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:

(i) an ATO Clearance Certificate; or

(ii) a variation notice under s14-235 of the Withholding Law, which remains current at the Settlement Date, varying the CGT Withholding Amount to nil.

(2) The Buyer must lodge a Foreign Resident Capital Gains Withholding Purchaser Notification Form with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement.

(3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the CGT Withholding Amount to the account nominated by the Commissioner of Taxation.

(4) If settlement is not an Electronic Settlement:

(a) for clause 3.1(b), the Seller irrevocably directs the Buyer to draw a Bank Cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;

(b) the Seller must return the Bank Cheque in paragraph (a) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and

(c) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.

(5) For clause 3.2(1) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:

(a) the Property includes items in addition to the Lot and Improvements; and

(b) no later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,

in which case the market value of the Lot and Improvements will be as stated in the valuation.

3.3 GST Withholding

(1) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:

(a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;

(b) prior to settlement the Buyer must lodge with the ATO:

(i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and

(ii) a *GST Property Settlement Date Confirmation* form ("Form 2");

(c) on or before settlement, the Buyer must give the Seller copies of:

(i) the Form 1;

(ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;

(iii) confirmation from the ATO that the Form 2 has been lodged; and

(iv) a completed ATO payment slip for the Withholding Amount.

(2) The Buyer is taken to have complied with clause 3.3(1)(b) and 3.3(1)(c) if the Form 1 is lodged through the Electronic Workspace and the Form 2 is shown as pending settlement (however described).

(3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the GST Withholding Amount to the account nominated by the Commissioner of Taxation.

(4) If settlement is not an Electronic Settlement:

(a) the Seller irrevocably directs the Buyer to draw a Bank Cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and

(b) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.

(5) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

3.4 Adjustments

(1) Rent and Outgoings must be apportioned between the parties in accordance with clauses 3.4, 3.5 and 3.6 and any adjustments paid and received on settlement so that:

(a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and

(b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.

(2) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:

(a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and

(b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 3.4.

If the Seller becomes aware of a change to the information provided the Seller will as soon as practicable provide the updated information to the Buyer.

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3.5 Outgoings

(1) Subject to clauses 3.5(2), 3.5(4), 3.5(5) and 3.5(6), Outgoings for periods including the Settlement Date must be adjusted:
   (a) for those paid, on the amount paid;
   (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
   (c) for those not assessed:
      (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
      (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).

(2) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
   (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Lot to the area of the parcel in the assessment; and
   (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.

(3) The Seller is liable for land tax assessed on the Lot for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Lot on payment of a specified amount, then:
   (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the specified amount to the account nominated by the Commissioner of State Revenue;
   (b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.

(4) If the Reference Schedule states that:
   (a) *Land tax is to be adjusted on a single holding basis*, land tax must be adjusted on the assessment that the Queensland Revenue Office would issue to the Seller for the land tax year current at the Settlement Date if the Lot was the Seller's only land; or
   (b) *Land tax is to be adjusted on the Seller's actual land tax liability*, land tax must be adjusted on the actual assessment that the Queensland Revenue Office has issued or will issue to the Seller for the land tax year current at the Settlement Date.

(5) For clause 3.5(4), if there is no separate Site Value for the Lot, the land tax for the Lot shall be calculated on a notional Site Value equal to:

$$SV \times \frac{LA}{PA}$$

where:

SV means the Site Value of the land which includes the Lot and has a separate Site Value (the "**Parent Lot**")

LA means the area of the Lot

PA means the area of the Parent Lot.

[Note: this clause is modified by clauses 12.4 and 13.4 where applicable]

(6) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.

(7) If any Outgoings are assessed but unpaid at the Settlement Date, then:
   (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the amount payable to the relevant authority;
   (b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority.

If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 3.5(1).

3.6 Rent

(1) Rent for any rental period ending on or before the Settlement Date belongs to the Seller and is not adjusted at settlement.

(2) Unpaid Rent for the rental period including both the Settlement Date and the following day (**"Current Period**") is not adjusted until it is paid.

(3) Rent already paid for the Current Period or beyond must be adjusted at settlement.

(4) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 3.6(1), 3.6(2) and 3.6(3).

(5) Payments under clause 3.6(4) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.

3.7 Cost of Bank Cheques

If settlement is not an Electronic Settlement:
   (a) the cost of Bank Cheques payable at settlement:
      (i) to the Seller or its mortgagee are the responsibility of the Buyer; and
      (ii) to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement; and
   (b) the Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank Cheque without the consent of the Buyer.

4. CONDITIONS

4.1 Finance

(1) This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.

(2) The Buyer must give notice to the Seller that:
   (a) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
   (b) the finance condition has been either satisfied or waived by the Buyer.

(3) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.

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(4) The Seller's right under clause 4.1(3) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.1(2).

4.2 Building and Pest Inspection

(1) This contract is conditional upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).

(2) The Buyer must give notice to the Seller that:

(a) a satisfactory Inspector's report under clause 4.2(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or

(b) clause 4.2(1) has been either satisfied or waived by the Buyer.

(3) If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.

(4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.

(5) The Seller's right under clause 4.2(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2(2).

4.3 Consent to Transfer of State Lease

(1) If the Lot sold is leasehold, this contract is conditional on the Seller obtaining any necessary consent to the transfer of the lease to the Buyer by the Settlement Date.

(2) The Seller must apply for the consent required as soon as possible.

(3) The Buyer must do everything reasonably required to help obtain this consent.

[Note: If clause 12.3 or 13.3 applies, the contract is also conditional on the Buyer's satisfaction with the Body Corporate's records]

5. SETTLEMENT

5.1 Time and Date

Settlement must occur by 4pm AEST on the Settlement Date.

5.2 Electronic Settlement

(1) Settlement must be effected by Electronic Settlement unless the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer is not a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies other than as a result of section 5(2)(a)(ii).

(2) If settlement is to be effected by Electronic Settlement:

(a) the Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 11.3(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System;

(b) clause 5.2(2)(a) does not prevent the Buyer using an ELNO System which is interoperable with the ELNO System nominated by the Seller;

(c) the parties must:

(i) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and

(ii) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date;

(d) if the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST;

(e) if any part of the Purchase Price is to be paid to discharge an Outgoing:

(i) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;

(ii) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule;

(f) if the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:

(i) the Deposit Holder must, if directed by the Seller at least 2 Business Days before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;

(ii) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 5.2(2)(f)(i);

(iii) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;

(iv) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule;

(g) each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement;

(h) a party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has done or not done something in the Electronic Workspace (for example, failing to complete details necessary to enable the other party to complete or sign the Electronic Workspace);

(i) any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement; and

(j) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

5.3 Place for Settlement

(1) An Electronic Settlement will be deemed to take place in the Place for Settlement.

(2) If the settlement is not an Electronic Settlement, subject to clause 5.3(3), settlement must be effected in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.

(3) If the Seller has not nominated an office under clause 5.3(2) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 76(2)(b) of the *Property Law Act 2023* applies.

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5.4 Transfer Documents

If the settlement is not an Electronic Settlement:

(a) the Transfer Documents must be prepared by the Buyer and delivered to the Seller a reasonable time before the Settlement Date; and

(b) if the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Queensland Revenue Office nearest the Place for Settlement for stamping before settlement.

5.5 Documents and Keys at Settlement

(1) In exchange for payment of the Balance Purchase Price and the documents to be provided by the Buyer under clause 12.6 or 13.6 (if applicable), the Seller must deliver to the Buyer at settlement:

(a) unstamped Transfer Documents capable of immediate registration after stamping; and

(b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and

(c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and

(d) if there are Tenancies:

(i) the Seller's copy of any Tenancy agreements;

(ii) a notice to each Tenant advising of the sale in the form required by law; and

(iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and

(e) if the Property has been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date:

(i) for any Tenancies, evidence of the day of the last rent increase for each part of the Property before those Tenancies were entered into; and

(ii) for any part of the Property not subject to a Tenancy at settlement, evidence of the day of the last rent increase for that part of the Property,

sufficient to satisfy section 93A or 105C of the RTRA Act; and

(f) a copy of a current Pool Compliance Certificate for each regulated pool on the Lot unless:

(i) the Seller has given the Buyer a current (at the time it was given) Pool Compliance Certificate before settlement; or

(ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract; and

(g) if clause 10.8 applies, a Tax Invoice.

(2) If the Keys are not required to be delivered at Settlement under clause 5.5(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

(3) For an Electronic Settlement, the Seller will be taken to have complied with clause 5.5(1) if:

(a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and

(b) in relation to any other document or thing, the Seller's Solicitor:

(i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.5(1)(c)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and

(ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than 2 Business Days after settlement; and

(iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitor's possession.

5.6 Assignment of Covenants and Warranties

At settlement, the Seller assigns to the Buyer the benefit of all:

(1) covenants by the Tenants under the Tenancies;

(2) guarantees and Bonds (subject to the requirements of the RTRA Act) supporting the Tenancies;

(3) manufacturer's warranties regarding the Included Chattels; and

(4) builders' warranties on the Improvements,

to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 140 of the *Property Law Act 2023* does not apply.

5.7 Possession of Property

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and the Improvements except for the Tenancies.

5.8 Title to Included Chattels

Title to the Included Chattels passes at settlement.

5.9 Removal of Reserved Items

(1) The Seller must remove the Reserved Items from the Property before settlement.

(2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.

(3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.

(4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.9(2) or 5.9(3).

6. TIME

6.1 Time of the Essence

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement before 4pm.

6.2 Extension of Settlement Date

(1) Despite clause 6.1, either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause (an "**Extension Notice**") nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.

(2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.

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(3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.

(4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:

(a) under section 79, 80 or 81 of the *Property Law Act 2023*;

(b) under clause 6.3; or

(c) by agreement of the parties,

but excluding any extension of the Settlement Date as a result of the operation of this clause 6.2.

6.3 Extension of Settlement Date – Late Unsigning

If:

(a) the Settlement is an Electronic Settlement;

(b) the unsigning of a party to the Electronic Workspace occurs between 3pm and 4pm on the Settlement Date due to a change made to the Electronic Workspace by another party to the Electronic Workspace;

(c) any party to the Electronic Workspace has not re-signed the Workspace by 4pm; and

(d) the Settlement Date has not previously been extended under this clause 6.3,

the Settlement Date will be automatically extended to the following Business Day, unless otherwise agreed by the Buyer and Seller and time is of the essence in respect of this date.

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Lot is sold subject to:

(a) any reservations or conditions on the title or the original Deed of Grant (if freehold); or

(b) the Conditions of the State Lease (if leasehold).

7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances and Tenancies.

7.3 Requisitions

The Buyer may not deliver any requisitions or enquiries on title.

7.4 Seller's Warranties

(1) Subject to clause 7.8, the Seller warrants that, at the Contract Date:

(a) there is no outstanding enforcement notice under section 248 of the *Building Act 1975* or section 168 of the *Planning Act 2016* that affects the Property;

(b) there is no outstanding show cause notice under section 246AG(1) or 247 of the *Building Act 1975* or section 167 of the *Planning Act 2016* that affects the Property;

(c) the Seller has not received any other communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(1)(a), 7.4(1)(b) or an Enforcement Notice;

(d) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;

(e) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Lot; and

(f) the Seller is not aware of any facts or circumstances that may lead to the Lot being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.

(2) Subject to clause 7.8, the Seller warrants that, at settlement:

(a) if the Lot is freehold: it will be the registered owner of an estate in fee simple in the Lot and will own the rest of the Property;

(b) if the Lot is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;

(c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and

(d) there will be no unsatisfied Court order or writ of execution affecting the Property.

(3) Subject to clause 7.8, if the Seller breaches a warranty in clause 7.4(1) or 7.4(2), without limiting any other remedy, the Buyer may terminate this contract by notice to the Seller given before settlement.

(4) The Seller warrants that:

(a) the statements made by the Seller in the Reference Schedule under Residential Tenancy Agreements and Rooming Accommodation Agreements are true and correct; and

(b) if there are Tenancies, the current rent complies with the requirements of sections 91 and 93 of the RTRA Act, as those sections applied on the date of each Tenancy.

(5) If the Seller's warranty in clause 7.4(4) is incorrect, the Buyer's only remedy against the Seller is for compensation. The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.4(5).

(6) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

(1) The Buyer may survey the Lot.

(2) If:

(a) there is an error in the boundaries or area of the Lot;

(b) there is an encroachment by structures onto or from the Lot;

(c) there are Services that pass through the Lot which do not service the Lot and are not protected by any Encumbrance to which this sale is subject; or

(d) there is a mistake or omission in this contract in describing the Property or the Seller's title to it,

which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.

(3) If a matter referred to in clause 7.5(2) is:

(a) immaterial; or

(b) material, but the Buyer elects to complete this contract,

the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.

(4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

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7.6 Requirements of Authorities

(1) Any Enforcement Notice issued before the Contract Date must be fully complied with by the Seller before the Settlement Date unless details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.

(2) If the Seller fails to comply with clause 7.6(1), the Buyer is entitled to claim the reasonable cost of complying with the Enforcement Notice from the Seller after settlement as a debt.

(3) The Buyer must comply with any Enforcement Notice:

(a) issued on or after the Contract Date; or

(b) issued before the Contract Date if details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.

(4) However, if any Enforcement Notice referred to in clause 7.6(3) is required to be complied with before the Settlement Date:

(a) the Seller must comply with the Enforcement Notice; and

(b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,

unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the Enforcement Notice.

(5) Nothing in this clause 7.6 limits any claim for a breach of the Seller's warranties in clauses 7.4(1)(a), (b) and (c).

7.7 Property Adversely Affected

(1) Subject to clause 7.8, if at the Contract Date:

(a) the Present Use is not lawful under the relevant planning scheme;

(b) the Lot is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Lot;

(c) access to the Lot passes unlawfully through other land;

(d) any Services to the Lot which pass through other land are not protected by a registered easement, building management statement or by statutory authority;

(e) any competent authority has issued a current notice of intention to resume, regarding any part of the Lot;

(f) there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);

(g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List; or

(h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011,*

the Buyer may terminate this contract by notice to the Seller given before settlement.

(2) If the Buyer settles this contract, the Buyer will be treated as having accepted the Property subject to all of the matters referred to in clause 7.7(1).

7.8 Effect of Pre-Contract Disclosure

(1) Clauses 7.4(1), 7.4(2), 7.5, 7.6(1) and 7.7 do not apply to the extent that any relevant fact or circumstance has been disclosed by the Seller to the Buyer:

(a) in this contract; or

(b) in the Seller Disclosure Statement; or

(c) otherwise in writing before the Buyer signed this contract.

(2) If the Seller is required to comply with section 99 of the *Property Law Act 2023* in relation to this contract:

(a) the Buyer may not terminate the contract under clause 7.4(3) for a breach of the Seller's warranties in clauses 7.4(1)(a) and 7.4(1)(b); and

(b) clauses 7.7(1)(e) and (g) do not apply.

[Note in this case the Buyer's rights are governed by section 104 of the Property Law Act 2023]

7.9 Compliant Smoke Alarms

(1) The Seller must install smoke alarms in any domestic dwelling on or comprising the Lot in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.

(2) If the Seller fails to comply with clause 7.9(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyers only remedy for non-compliance with clause 7.9(1).

(3) Nothing in this clause requires the Seller to provide evidence of compliance with clause 7.9(1).

7.10 Dividing Fences

Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of building any dividing fence between the Lot and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

7.11 Authority for Buyer's Searches

The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR, relating to the Property.

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

The Property is at the Buyer's risk from 5pm on the first Business Day after the Contract Date.

8.2 Access

After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:

(1) once to read any meter;

(2) for inspections under clause 4.2;

(3) once to value the Property;

(4) once to carry out an inspection for smoke alarms installed in any domestic dwelling on or comprising the Lot; and

(5) once to inspect the Property before settlement.

8.3 Seller's Obligations After Contract Date

(1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.

(2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.

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(3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

8.4 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

(1) copies of all documents relating to any unregistered interests in the Property;

(2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement, including the following documents if requested by the Buyer at least 7 days before settlement and provided the documents are in the Seller's possession:

(a) the entry condition report;

(b) the most recent routine inspection report;

(c) the RTA Form 2 Bond Lodgement form; and

(d) the current Tenant's tenancy application;

(3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;

(4) the Local Government rate account number for the Lot; and

(5) further copies or details if those previously given cease to be complete and accurate.

8.5 Possession Before Settlement

If possession is given before settlement:

(1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;

(2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:

(a) create a relationship of landlord and tenant; or

(b) waive the Buyer's rights under this contract;

(3) the Buyer must insure the Property to the Seller's satisfaction; and

(4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

(1) If the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract under this clause.

(2) Clause 9.1 does not limit any other right or remedy of the parties including those under this Contract or any right at law or in equity.

9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

(1) damages;

(2) specific performance; or

(3) damages and specific performance.

9.3 If Buyer Affirms

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

(1) damages;

(2) specific performance; or

(3) damages and specific performance.

9.4 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

(1) resume possession of the Property;

(2) forfeit the Deposit and any interest earned;

(3) sue the Buyer for damages;

(4) resell the Property.

9.5 If Buyer Terminates

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

(1) recover the Deposit and any interest earned;

(2) sue the Seller for damages.

9.6 Seller's Resale

(1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:

(a) any deficiency in price on a resale; and

(b) its expenses connected with any repossession, any failed attempt to resell, and the resale,

provided the resale settles within 2 years of termination of this contract.

(2) Any profit on a resale belongs to the Seller.

9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis.

9.8 Buyer's Damages

The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.

9.9 Interest on Late Payments

(1) The Buyer must pay interest at the Default Interest Rate:

(a) on any amount payable under this contract which is not paid when due; and

(b) on any judgement for money payable under this contract.

(2) Interest continues to accrue:

(a) under clause 9.9(1)(a), from the date it is due until paid; and

(b) under clause 9.9(1)(b), from the date of judgement until paid.

(3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.

(4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

10. GST

10.1 Definitions

(1) Words and phrases defined in the GST Act have the same meaning in this contract unless the context indicates otherwise.

(2) A reference to a party paying an amount of GST, or receiving an Input Tax Credit, includes that amount being paid or received by its Representative Member, Joint Venture Operator or other similar person.

10.2 No GST is payable or Purchase Price includes GST

If the GST section of the Reference Schedule specifies that *No GST is payable or Purchase Price includes GST* or is not completed, this clause 10.2 applies and the Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.

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10.3 Purchase Price Does Not Include GST

If the GST section of the Reference Schedule specifies that *the Buyer must pay GST in addition to the Purchase Price*, this clause 10.3 applies and the Buyer must on the Settlement Date pay to the Seller in addition to the Purchase Price an amount equivalent to the amount payable by the Seller as GST on the Supply of the Property.

10.4 Margin Scheme

If the GST section of the Reference Schedule specifies *Margin Scheme* this clause 10.4 applies and:

(1) the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.

(2) the Seller:

(a) must apply the Margin Scheme to the Supply of the Property; and

(b) warrants that the Margin Scheme is able to be applied;

(3) if the Seller breaches clause 10.4(2)(a) or its warranty under clause 10.4(2)(b) then:

(a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;

(b) if the Buyer does not terminate this contract under clause 10.4(3)(a) or does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable for the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;

(c) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of clause 10.4(2).

10.5 Going Concern

If the GST section of the Reference Schedule specifies *Going Concern* this clause 10.5 applies and:

(1) the Purchase Price does not include any amount for GST;

(2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of a Going Concern;

(3) the Seller warrants that:

(a) between the Contract Date and the Settlement Date the Seller will carry on the Enterprise; and

(b) the Property (together with any other things that must be provided by the Seller to the Buyer at the Settlement Date under a related agreement for the same Supply) is all of the things necessary for the continued operation of the Enterprise;

(4) the Buyer warrants that at the Settlement Date it is Registered or Required to be Registered under the GST Act;

(5) if either of the warranties in clause 10.5(3) is breached:

(a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;

(b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;

(c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;

(d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;

(6) if the warranty in clause 10.5(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and penalties payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;

(7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of a Going Concern, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

10.6 Farm Land

If the GST section of the Reference Schedule specifies *Farm Land* this clause 10.6 applies and:

(1) the Purchase Price does not include any amount for GST;

(2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of farm land for farming;

(3) the Seller warrants that:

(a) a Farming Business has been carried on the Property for at least five years preceding the day of the Supply; and

(b) the Farming Business will continue until the day of the Supply.

(4) the Buyer warrants that it intends to carry on a Farming Business on the Property;

(5) if either of the warranties in clause 10.6(3) is breached:

(a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;

(b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;

(c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;

(d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;

(6) if the warranty in clause 10.6(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and payables payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;

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(7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of farm land for farming, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

10.7 Adjustments

(1) Where this contract requires an adjustment or apportionment of Outgoings or Rent, that adjustment or apportionment must be made to:
   (a) the amount of the Outgoing, exclusive of any GST for which an Input Tax Credit may be claimed; and
   (b) the amount of Rent or profit excluding an amount of GST which must be paid to the Australian Taxation Office.

(2) The GST payable under clause 10.3 is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the Supplier is liable, however caused.

10.8 Tax Invoice

Where GST is payable on the Supply of the Property, the Seller must give to the Buyer a Tax Invoice at the Settlement Date or on any later date on which the Buyer is required to pay GST under clause 10.5 or 10.6.

10.9 Remedies

The remedies provided in clauses 10.4(3), 10.5(5), 10.5(6) 10.6(5) and 10.6(6) are in addition to any other remedies available to the aggrieved party.

11. GENERAL

11.1 Foreign Buyer Approval

The Buyer warrants that either:

(a) the Buyer's purchase of the Property is not a notifiable action; or

(b) the Buyer has received a no objection notification,

under the *Foreign Acquisitions and Takeovers Act 1975*.

11.2 Duty

The Buyer must pay all duty on this contract.

11.3 Notices

(1) Notices under this contract must be in writing.

(2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.

(3) Notices under this contract or notices required to be given by law may be given by:
   (a) delivering or posting to the other party or its solicitor; or
   (b) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).

(4) Subject to clause 11.3(5), a notice given after this contract is entered into in accordance with clause 11.3(3) will be treated as given:
   (a) 5 Business Days after posting; or
   (b) if sent by email, at the time it is sent.

(5) Notices given by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.

(6) If two or more notices are treated as given at the same time under clause 11.3(5), they will be treated as given in the order in which they were sent or delivered.

(7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.

(8) Subject to the requirements of any law, for the purposes of clause 11.3(3)(b) and clause 11.5 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.

(9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.

11.4 Electronic Signing

If this contract is signed by any person using an Electronic Signature, the Buyer and the Seller:
   (a) agree to enter into this contract in electronic form; and
   (b) consent to either or both parties signing the contract using an Electronic Signature.

11.5 Pre-contract Disclosure

The Buyer consents to the Seller's use of electronic communication to give any notice or information required by law to be given to the Buyer (including a Seller Disclosure Statement) which was given before the Buyer signed this contract.

11.6 Business Days

(1) If the Settlement Date, Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.

(2) If anything else (other than payment of all or part of the Deposit) is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.

11.7 Rights After Settlement

Despite settlement and registration of the transfer, any term of this contract that can take effect after settlement or registration remains in force.

11.8 Further Acts

If requested by the other party, each party must, at its own expense, do everything reasonably necessary to give effect to this contract.

11.9 Severance

If any term or part of a term of this contract is or becomes legally ineffective, invalid or unenforceable in any jurisdiction it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected.

11.10 Interpretation

(1) **Plurals and Genders**

Reference to:
   (a) the singular includes the plural and the plural includes the singular;
   (b) one gender includes each other gender;
   (c) a person includes a body corporate; and
   (d) a party includes the party's executors, administrators, successors and permitted assigns.

(2) **Parties**
   (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
   (b) A party that is a trustee is bound both personally and in its capacity as a trustee.

(3) **Acts and Regulations**

Reference to an Act, regulation or statutory form includes all amendments, consolidations or replacements of them.

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(4) **Inconsistencies**
If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

(5) **Headings**
Headings are for convenience only and do not form part of this contract or affect its interpretation.

(6) **Calculating Time**
If anything is permitted or required to be done:
(a) a number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date;
Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday.
(b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;
Example: if the Settlement Date falls on a Friday, at least 2 days before the Settlement Date or 2 clear days before the Settlement Date is Tuesday.
(c) a number of days or Business Days after a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date.
Example: if the Contract Date falls on a Monday, 2 days after the Contract Date is Wednesday.

11.11 Counterparts
(1) This contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same contract.
(2) A counterpart may be electronic and signed using an Electronic Signature.

12. ADDITIONAL PROVISIONS FOR COMMUNITY TITLE LOTS

12.1 When clause applies
This clause 12 applies if the Lot is a lot in a community titles scheme under the *Body Corporate and Community Management Act 1997*.

12.2 Additional Definitions
(1) The following additional definitions apply:
(a) "**Body Corporate**" means the body corporate of the Scheme.
(b) "**Body Corporate Debt**" has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
(c) "**Body Corporate Levies**" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
(d) "**Exclusive Use Area**" means part of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
(e) "**Principal Body Corporate**" means, where the Scheme is a subsidiary scheme in a layered arrangement of community titles schemes, the body corporate for each higher scheme;
(f) "**Scheme**" means the community titles scheme containing the Lot;
(g) "**Scheme Land**" means the scheme land (as defined in the *Body Corporate and Community Management Act 1997*) for the Scheme;
(h) "**Special Contribution**" means an amount levied by the Body Corporate on the owner of the Lot under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate;
(i) "**Regulation Module**" means the regulation module for the Scheme.
(2) The following definitions in clause 1.1 are modified as stated:
(a) "**Outgoings**" also includes Body Corporate Levies;
(b) "**Property**" also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
(c) "**Reserved Items**" also includes all chattels in the Exclusive Use Areas which are not Included Chattels.
(3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to "authority" include the Body Corporate.
(4) Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in clause 12 unless the context indicates otherwise.

12.3 Body Corporate Records Inspection
(1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate's records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
(2) The Buyer must give notice to the Seller that:
(a) the Buyer:
(i) despite taking all reasonable steps has been unable to inspect the Body Corporate's records by the Records Inspection Date; or
(ii) is not satisfied with its inspection in accordance with 12.3(1),
and the Buyer terminates this contract; or
(b) clause 12.3(1) has been either satisfied or waived by the Buyer.
(3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
(4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 12.3(2) by 5pm on the Records Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
(5) The Seller's right under clause 12.3(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 12.3(2).

12.4 Adjustment of Land Tax
(1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
(2) If there is no separate Site Value for the Scheme Land, clause 3.5(5) applies as if each reference to the Lot was a reference to the Scheme Land.

12.5 Body Corporate Debts
(1) The Seller is liable for:
(a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
(b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.

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(2) The Buyer is liable for any Special Contribution levied after the Contract Date.

(3) If an amount payable by the Seller under clause 12.5(1) is unpaid at the Settlement Date:

(a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;

(b) otherwise, the Buyer may deduct the relevant amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.

(4) For the purposes of clause 12.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

12.6 Notice of purchase to Body Corporate

(1) The Buyer must:

(a) complete and sign a *BCCM Form 8 Information for body corporate roll* ("**Form 8**") and provide a copy to the Seller on or before settlement; and

(b) provide the Form 8 to the Body Corporate promptly after settlement.

(2) If the Buyer fails to comply with clause 12.6(1)(b), the Buyer authorises the Seller to provide the copy of the Form 8 to the Body Corporate.

12.7 Title

For clause 7.1, the Lot is also sold subject to the *Body Corporate and Community Management Act 1997*, the by-laws of the Body Corporate and, if the Scheme is a subsidiary scheme, the by-laws of each body corporate which apply to the Scheme.

12.8 Encumbrances

For clause 7.2, the Property is also sold subject to the statutory easements implied by Part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

12.9 Seller's Additional Warranties

(1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:

(a) the Seller:

(i) has not received notice of a meeting of the Body Corporate to consider; and

(ii) is not aware of a resolution of the Body Corporate,

consenting to the recording of a new community management statement for the Scheme differing from the community management statement recorded for the Scheme at the Contract Date; and

(b) all necessary Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and

(c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.

(2) If the Seller breaches a warranty in clause 12.9(1) and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.

(3) Clauses 12.9(1) and 12.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

12.10 Body Corporate Meetings

(1) The Seller must promptly give the Buyer a copy of:

(a) any notice it receives of a proposed meeting of the Body Corporate and any Principal Body Corporate to be held after the Contract Date; and

(b) resolutions passed at that meeting and prior to settlement.

(2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by any resolution of the Body Corporate or a Principal Body Corporate passed after the Contract Date other than a resolution, details of which are disclosed to the Buyer in this contract or in the Seller Disclosure Statement.

(3) In clause 12.10(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.

(4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

12.11 Property Adversely Affected

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Scheme Land.

13. ADDITIONAL PROVISIONS FOR BUGTA LOTS

13.1 When clause applies

This clause 13 applies if the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies.

13.2 Additional Definitions

(1) The following additional definitions apply:

(a) "**Body Corporate**" means the body corporate under the *Building Units and Group Titles Act 1980* for the Parcel;

(b) "**Body Corporate Debt**" has the same meaning as 'relevant body corporate debt' in section 41A of the *Building Units and Group Titles Act 1980* but excludes the Body Corporate Levies for the period which includes the Settlement Date;

(c) "**Body Corporate Levies**" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;

(d) "**Exclusive Use Area**" means part of the common property of the Parcel allocated to the Lot under an exclusive use by-law;

(e) "**Parcel**" has the meaning in the *Building Units and Group Titles Act 1980*;

(f) "**Principal Body Corporate**" means:

(i) a body corporate under the Relevant Specified Act of which the Body Corporate is a member; and

(ii) a body corporate under the Relevant Specified Act of which a body corporate in paragraph (i) is a member;

(g) "**Relevant Specified Act**" means whichever of the following applies to the Lot and the Parcel:

(i) the *Integrated Resort Development Act 1987*; or

(ii) the *Mixed Use Development Act 1993*; or

(iii) the *Registration of Plans (H.S.P. (Nominees) Pty. Limited) Enabling Act 1980*; or

(iv) the *Registration of Plans (Stage 2) (H.S.P. (Nominees) Pty. Limited) Enabling Act 1984*; or

(v) the *Sanctuary Cove Resort Act 1985*;

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(h) "**Section 53 Notice**" means the form of notice of transfer of the Lot under section 53(2)(a) of the *Building Units and Group Titles Act 1980*;

(i) "**Special Contribution**" means an amount levied by the Body Corporate on the owner of the Lot under section 32(1) of the *Building Units and Group Titles Act 1980* which is not a regular periodic contribution.

(2) The following definitions in clause 1.1 are modified as stated:

(a) "**Outgoings**" also includes Body Corporate Levies;

(b) "**Property**" also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);

(c) "**Reserved Items**" also includes all chattels in the Exclusive Use Areas which are not Included Chattels.

(3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to "authority" include the Body Corporate.

(4) Words and phrases defined in the *Building Units and Group Titles Act 1980* have the same meaning in this contract unless the context indicates otherwise.

13.3 Body Corporate Records Inspection

(1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate's records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.

(2) The Buyer must give notice to the Seller that:

(a) the Buyer:

(i) despite taking all reasonable steps has been unable to inspect the Body Corporate's records by the Records Inspection Date; or

(ii) is not satisfied with its inspection in accordance with clause 13.3(1),

and the Buyer terminates this contract; or

(b) clause 13.3(1) has been either satisfied or waived by the Buyer.

(3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.

(4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 13.3(2) by 5pm on the Records Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.

(5) The Seller's right under clause 13.3(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 13.3(2).

13.4 Adjustment of Land Tax

(1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.

(2) If there is no separate Site Value for the Parcel, clause 3.5(5) applies as if each reference to the Lot was a reference to the Parcel.

13.5 Body Corporate Debts

(1) The Seller is liable for:

(a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and

(b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.

(2) The Buyer is liable for any Special Contribution levied after the Contract Date.

(3) If an amount payable by the Seller under clause 13.5(1) is unpaid at the Settlement Date,

(a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;

(b) otherwise, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.

(4) For the purposes of clause 13.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

13.6 Section 53 Notices

(1) The Buyer must:

(a) complete and sign Section 53 Notice and provide a copy to the Seller on or before settlement; and

(b) provide the Section 53 Notice to the Body Corporate promptly after settlement.

(2) If the Buyer fails to comply with clause 13.6(1)(b), the Buyer authorises the Seller to provide the copy of the Section 53 Notice to the Body Corporate.

13.7 Title

For clause 7.1, the Lot is also sold subject to the *Building Units and Group Titles Act 1980*, the Relevant Specified Act, the by-laws of the Body Corporate and any other by-laws under the Relevant Specified Act which apply to the Parcel.

13.8 Encumbrances

For clause 7.2, the Property is also sold subject to:

(a) the easements implied or created by sections 15 to 17 of the *Building Units and Group Titles Act 1980*;

(b) the easements implied or created by the Relevant Specified Act; and

(c) interests registered on the common property for the Parcel.

13.9 Seller's Additional Warranties

(1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:

(a) the Seller:

(i) has not received notice of a meeting of the Body Corporate to consider; and

(ii) is not aware of a resolution of the Body Corporate,

to amend, add to or repeal the by-laws for the Parcel as recorded on the plan for the Parcel at the Contract Date;

(b) all Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and

(c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.

(2) If the Seller breaches a warranty in clause 13.9(1), and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.

(3) Clauses 13.9(1) and 13.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

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13.10 Body Corporate Meetings

(1) The Seller must promptly give the Buyer a copy of:

(a) any notice it receives of a proposed meeting of the Body Corporate or a Principal Body Corporate to be held after the Contract Date; and

(b) resolutions passed at that meeting and prior to settlement.

(2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if:

(a) a resolution of the Body Corporate or a Principal Body Corporate is passed after the Contract Date; and

(b) the Buyer would be materially prejudiced if required to settle this contract,

unless details of the resolution were disclosed to the Buyer in this contract or the Seller Disclosure Statement.

13.11 Property Adversely Affected

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Parcel.

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ANNEXURE 1 – SPECIAL CONDITIONS

1. Additional Definitions

(1) In addition to the definitions stated in clause 1.1 of the REIQ Terms of Contract the following definitions apply to this Contract:

a. **Bushfire Risk Assessment and Mitigation Plan (BRAMP)** means the Bushire Risk Assessment and Mitigation Plan which is attached to this Contract as Annexure 2.
b. **Building Envelope Plan** means the Building Envelope Plan attached to this Contract as Annexure 3.
c. **Disclosure Plan** means the Disclosure Plan attached to this Contract as Annexure 3 B.
d. **Development Conditions** means the Amended Development Conditions RL/222/2008/D issued by Logan City Council attached to this Contract as Annexure 4.

2. Development Conditions

(1) the Buyer acknowledges:

a. the Property is purchased subject to the Development Conditions;

b. receiving a copy of the Development Conditions prior to entering into the Contract;

c. that it has read and understood the Development Conditions and accepts full responsibility for ensuring its own compliance with them;

d. that it should make its own enquiries about the requirements of the Development Conditions; and

e. that the Seller has not made any representations or given any warranties about the costs of compliance with the requirements as nominated for the Property in the approved Development Conditions.

(2) The Buyer further acknowledges that any dwelling or improvement constructed on the Property in the future must be constructed in accordance with all the recommendations, requirements and obligations for the Property as set out in the Development Conditions and in particular, but not limited to special conditions 3, 4, 5, 6 and 7. The reference to special conditions 3, 4, 5, 6 and 7 is provided for convenience only and does not limit, restrict or otherwise reduce the Buyer's obligation to comply with all relevant Development Conditions, whether or not specifically mentioned in this Contract or special conditions. For the avoidance of doubt, the Development

Conditions take precedence over any summary or wording contained in this Contract or its special conditions.

(3) The Buyer agrees that it has not relied, and must not rely, on the summaries or wording contained in special conditions 3, 4, 5, 6 or 7 or any other special condition as a complete or accurate reflection of the Development Conditions. The Buyer is solely responsible for ensuring strict compliance with the Development Conditions.

3. Bushfire Risk Assessment and Mitigation Plan (BRAMP)

(1) The Buyer acknowledges that the Property is subject to a Bushfire Risk Assessment and Mitigation Plan (BRAMP) approved by Logan City Council.

(2) A copy of the approved BRAMP is attached to this Contract as Annexure 2.

(3) The Buyer further acknowledges that the Seller has not made any representations or given any warranties about the costs of compliance with the requirements as nominated for the Property in the approved BRAMP.

(4) The Buyer agrees and warrants that they have read and understood the BRAMP and will comply with all requirements, recommendations, and ongoing obligations contained within it, including but not limited to any site-specific works, ongoing maintenance, and bushfire fuel reduction programs.

(5) This special condition survives settlement and binds the Buyer and their successors in title.

4. Bushfire Risk Requirements

(1) The Buyer acknowledges that the Property is located within a bushfire hazard area as identified in the BRAMP by Queensland Fire and Rescue Service Bushfire Risk Analysis Maps.

(2) The Buyer agrees to comply with all bushfire risk requirements applicable to the Property, including but not limited to:

a. the provision and maintenance of on-site storage of not less than 5,000 litres of water for fire-fighting purposes;
b. ensuring efficient unimpaired access for fire-fighting appliances to all building envelopes;
c. siting all buildings and structures at least 1.5 times the predominant mature canopy tree height or 10 metres (whichever is greater) from hazardous vegetation, and at least 10 metres from any retained vegetation strips or small areas of vegetation;
d. maintaining an ongoing bushfire fuel reduction program;
e. maintaining the site in accordance with the recommendations and conclusions of the BRAMP attached to this Contract at Annexure 2.

(3) This special condition survives settlement and binds the Buyer and their successors in title.

(4) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not object to any of the matters disclosed in this special condition 4.

5. Onsite Wastewater Disposal Provisions

(1) The Buyer acknowledges that all wastewater from households is to be treated and disposed of on each individual allotment within the building envelopes areas(s) unless otherwise approved by Council.

(2) Any treatment and disposal systems must be in accordance with Council's requirements and must be designed having due regard to the Department of Local Government and Planning; Onsite Sewage Code' and Council's Planning Scheme Policy 9 'On-site Domestic Wastewater Management (PSP9)' as adopted by Council by resolution.

(3) The indicative costs of installation is estimated at $10,000.00 to $15,000.000 with ongoing servicing; licensing and maintenance costs estimated at approximately $400 to $650 per annum. This estimate is provided for guidance only, is indicative in nature, and must not be relied upon by the Buyer. The Seller accepts no responsibility for the accuracy of the estimate, and the Buyer agrees not make any claim against the Seller in relation to the estimate or the actual costs incurred.

(4) This special condition survives settlement and binds the Buyer and their successors in title.

6. Water Supply Reticulation Works – Minimum Storage Requirements

(1) The Buyer acknowledges that provision must be made for a minimum 45,000 litres (nominal) of on-site water storage for domestic purposes upon proposed Lots 1-9 (inclusive), at the Buyer's cost.

(2) The Buyer agrees that suitable on-site water storage must be provided in association with the construction of a dwelling house on the Property. The Buyer shall be obliged to maintain the on-site water storage system.

(3) The indicative costs of installation of the on-site water storage is estimated at $8,000.00 to $12,000.00. This estimate is provided for guidance only, is indicative in nature, and must not be relied upon by the Buyer. The Seller accepts no responsibility for the accuracy of the estimate, and the Buyer agrees not make any claim against the Seller in relation to the estimate or the actual costs incurred.

(4) This special condition survives settlement and binds the Buyer and their successors in title.

7. Access Limitation – Lot 2 Only

(1) This Special Condition shall only apply to Lot 2.

(2) The Buyer acknowledges that access to proposed Lot 2 is restricted solely to the new road constructed as part of the development, and that access via Hotz Road is expressly prohibited.

(3) The Buyer agrees that any existing access from Hotz Road will be decommissioned prior to settlement (if not already completed), and that any new access point or crossover must be established via the new road in accordance with Council requirements.

(4) The Buyer further acknowledges that failure to comply with this access limitation will constitute a breach of Council's planning scheme, which may result in enforcement action by Council.

(5) This special condition survives settlement and binds the Buyer and their successors in title.

8. Building Envelope Plan

(1) The Buyer acknowledges that the Property is purchased subject to the Building Envelope Plan.

(2) The Buyer further acknowledges that any dwelling or improvement constructed on the Property in the future must be constructed in accordance with relevant setback requirements, driveway requirements and any other requirements nominated for the Property as shown on the Development Conditions, the Building Envelope Plan, the Disclosure Plan and any other relevant documents and/or plan.

9. As Is Where Is

(1) The Buyer acknowledges that the Property is sold in its present condition and state of repair "as is, where is" as at the Contract Date.

(2) The Buyer acknowledges that the Seller gives no warranty and makes no representation, express or implied, regarding the condition, suitability, quality, soil, stability, drainage, services, boundaries, levels, costs of complying with the Development Conditions or lawful use of the Property, other than those expressly stated in this Contract. The Buyer confirms they have not relied on any statement or representation made by the Seller or the Seller's agent that is not expressly included in this Contract.

(3) The Buyer warrants that they have conducted all searches, investigations and enquiries they consider necessary and have relied solely on their own skill and judgement in deciding to enter into this Contract.

(4) The Buyer releases the Seller and has no claim of any kind against the Seller arising from or relating to the condition, state, suitability, compliance, or characteristics of the Property. This clause survives Settlement.

10. Ongoing Compliance and Disclosure to Successors

(1) The Buyer must ensure that any subsequent contract of sale for the Property includes special conditions in terms no less favourable to the Seller than those contained in these Special Conditions.

(2) The Buyer must disclose in full to any subsequent Buyer, prior to that Buyer entering into a contract, the following:

a. the existence and effect of these Special Conditions; and
b. the Development Conditions relating to the Property.

(6) The Buyer must use its best endeavours to ensure that any subsequent buyer agrees to and complies with the obligations imposed by these Special Conditions and the Development Conditions.

(7) This Special Condition survives Settlement and binds the Buyer and the Buyer's successors in title.

Annexure 2: Bushfire Risk Assessment and Mitigation Plan (BRAMP)

Green Tape SOLUTIONS
ENVIRONMENTAL CONSULTING

Bushfire Hazard Assessment and Management Plan

261-275 Hotz Road, Logan Village

Prepared for KM Affordable Homes

Prepared by:

Green Tape SOLUTIONS

Green Tape Solutions / ABN 20 162 130 627
PO BOX 282, Morayfield, QLD, 4506 / PO BOX 416 Rockhampton, QLD, 4700

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In this note, a reference to loss and damage includes past and prospective economic loss, loss of profits, damage to property, injury to any person (including death) costs and expenses incurred in taking measures to prevent, mitigate or rectify any harm, loss of opportunity, legal costs, compensation, interest and any other direct, indirect, consequential or financial or other loss.

Document Records - Quality

TITLE	Bushfire Hazard Assessment and Management Plan for 261-275 Hotz Road, Logan Village
FILED AS	PR22395_BHAMP_261-275 Hotz Road, Logan Village VerA

Revision	Date	Prepared by (name/title)	Reviewed by (name/ title)	Approved by (name/title)
Version A	12/12/2022	Michelle Moore Ecologist	Richard Hanson Senior Ecologist	Client
Version B	21/9/2023	Richard Hanson Senior Ecologist	Richard Hanson Senior Ecologist	Client

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Acronyms and Glossary

Terms	Definitions
APZ	Asset Protection Zone
BAL	Bushfire Attack Level
BHA	Site-specific bushfire hazard assessment
BMP	Bushfire Management Plan
BPA	Bushfire Prone Areas
DCCEEW	Department of Climate Change, Energy, the Environment and Water (Cwth)
DES	Department of Environment and Science (QLD)
DOR	Department of Resources (QLD)
DSDILGP	State Development, Infrastructure, Local Government and Planning (QLD)
ERP	Emergency Response Plan
GTRE	Ground-truthed regional ecosystem
HSE	Health Safety and Environment
IPA	Inner Protection Area
OPA	Outer Protection Area
QFES	Queensland Fire Emergency Services
RE	Regional ecosystem
SARA	State assessment and referral agency
SDAP	State development assessment provisions
Site	Refers to the area within which development, over- and under-ground services, access tracks and other associated infrastructure may be located.
Site boundary	The extent of the properties that the project is located within
SPP	State Planning Policy
VM Act	*Vegetation Management Act 1999* (Qld)

1 Introduction

1.1 Background

Green Tape Solutions was engaged by KM Affordable Homes to prepare a Bushfire Hazard Assessment and Management Plan (BHAMP) for a site located at 261-275 Hotz Road, Logan Village (described as Lot 2 on SP263090) (the 'site').

This report has been prepared for an approved development for a reconfiguration of lot (RoL) – 1 into 8 lot subdivision. The site currently supports an existing remnant vegetation community, with two dams at the northern end of the site. The future building envelopes for the proposed 9 lots are sited across the central/southern portion of the site, being located to minimize the impacts on mature habitat trees. There are a series of electrical transmission towers running parallel to the western property boundary in an easement. This vegetation appears to be periodically managed.

The proposed development layout is provided in **Appendix 1.**

1.2 Site Description

Table 1 provides the details of the development site. **Figure 1** depicts the location of the site.

Table 1: Property Information

Address	261- 275 Hotz Road Logan Village
Lot / Plan	Lot 2 on SP263090
Area ($m^{2)}$	167500m^2 (1.67 ha)
LGA	Logan City Council
Zone	Rural Residential
Precinct	Park Living
Neighbourhood Plan	N/A

The site is located on a single lot comprising a total area of approximately 167500m^2 (1.67 ha) within the City of Logan local government area **(Figure 1)**. The site is bounded to the north by an old railway line. The eastern and western boundaries are bordered by other large rural residential properties, as well as the electrical transmission lines/easement. To the south the site is bordered by Hotz Road with more large rural residential properties on the southern side of the road reserve.

The northern section of the site contains two dams. The site is heavily vegetated with remnant vegetation and established habitat throughout the site. A small patch of maintained grassland is present adjoining the residential properties in the southern section of the site.

A more detailed description of the vegetation communities within and surrounding the site is provided in **Section 3.1.2**

Figure 1 Site location (Source: Queensland Globe).

1.3 Scope of Work

The purpose of this BHAMP is to provide a site-specific assessment of bushfire hazard and to determine the compliance of the proposed development with the outcomes sought by the Logan Planning Scheme 2015 in particular the assessment benchmarks outlined in the Bushfire Hazard Overlay Code. The BHAMP also provides a plan for bushfire risk management including building construction requirements, asset protection zones, fuel management, access requirements and emergency responses measures. Recommendations are consistent with legislative requirements to reduce the risk to life and property.

1.4 Qualifications and Experience

The Queensland Fire and Emergency Service (QFES) *Bushfire Resilient Communities Technical Reference Guide for the State Planning Policy State Interest 'Natural Hazards, Risk and resilience – Bushfire' October 2019* ('BRC Technical Guide') (QFES, 2019) provides guidance on suitably qualified people for assessments identified in the BRC Technical Guide. This guidance includes the following recommendations:

- Fine-scale assessment of vegetation communities in accordance with the 'Vegetation Hazard Class' assessment methodology be undertaken by a suitably qualified person with experience in botanical survey methods; and

- Applicant-initiated assessments and reports be prepared or peer-reviewed by suitably qualified and experienced people with degree (AQF Level 8) qualifications in environmental science, environmental management (or an equivalent discipline), demonstrated experienced in botanical surveys and spatial analysis methods, including use of geographic information systems (GIS) software); demonstrated experience in the assessment of bushfire hazard and risks or technical qualifications in environmental science, environmental management (or and equivalent discipline) and demonstrated relevant industry experience in the assessment of bushfire hazard and risks for a minimum of five years.

The author of this report meets QFES' criteria as follows:

- possesses knowledge and experience in applying relevant legislation, plans, policies, standards and guidelines relating to bushfire hazard and fire ecology relating to Queensland requirements and South-east Queensland conditions;
- has knowledge, experience in botanical survey methods and GIS analysis and at least 5 years' experience in undertaking bushfire hazard assessment and preparing bushfire management plans, including experience in undertaking fine-scale assessment of vegetation communities and application of the QFEs Bushfire Hazard Assessment methodology outlined in the BRC Technical Guide; and
- has qualifications and experience in the field of ecology, environmental management or similar to assess and protect site-based and strategic biodiversity values relating to South-east Queensland.

2 Bushfire Regulatory Framework

Given that bushfire hazard can cause harm to people and social wellbeing, damage to property and impacts to the economy and environment, the management of bushfire hazard in Queensland is considered an integral component of land use planning and development decisions.

There are three regulatory mechanisms/instruments applicable to the site that regulate development to avoid and mitigate potential impacts associated with bushfire hazard:

- State Planning Policy (SPP) and associated guidelines (Department of Infrastructure, Local Govenment and Planning (DILGP), July 2017);
- Logan Planning Scheme 2015 (Logan City Council);
- Australian Standard AS3959:2018 – Construction of Buildings in Bushfire-prone Areas (Standards Australia, 2018).

2.1 State Planning Policy (SPP)

The SPP identifies the Queensland Government's policies about matters of state interest in land use planning and development (Department of Infrastructure, Local Govenment and Planning (DILGP), July 2017). The SPP is a broad and comprehensive statutory planning instrument. It sits above regional plans, standard planning scheme provisions and local government planning schemes within the hierarchy of planning instruments outlined in the *Planning Act 2016*.

The SPP is supported by the following guidance material:

- The SPP state interest guidance material - Natural hazards, risk and resilience - Bushfire ('SPP guidance') (DSDMIP, 2019), which provides further context to the SPP and explains how the SPP policies can be applied, in particular for local government when making or amending local planning instruments. The SPP guidance is also intended to assist assessment managers and practitioners in applying the SPP assessment benchmarks when state interests have not been integrated into the local planning scheme (where applicable).
- The 'Bushfire Resilient Communities – Technical Reference Guide for the State Planning Policy State Interest - Natural Hazards, Risk and Resilience – Bushfire ('BRC Technical Guide') (QFES, 2019), which provides technical guidance and policy positions of the Queensland Fire and Emergency Services (QFES). It includes procedures for undertaking a bushfire hazard assessment (BHA), calculating asset protection zones and preparing a Bushfire Management Plan.

The SPP assessment benchmarks outlined in Part E of the SPP and Section 4.0 of the SPP guidance apply to development to the extent that the development is assessable against a planning scheme and only to the extent that the planning scheme is inconsistent with the SPP.

The SPP is also supported by a state-wide map of bushfire prone areas (BPA) (also referred to as 'bushfire hazard area') that was developed based on the CSIRO modelling of potential fireline intensity using the methodology described by Leonard *et al.* (2014). The BPA mapping identifies areas of Very High (>40,000 kW/m), High (20,000 – 40, 000 kW/m) and Medium (4,000 – 20,000 kW/m) Potential Bushfire Intensity. The Potential Impact Buffer includes all land within 100 metres of any area with a

An excerpt from the SPP Assessment Benchmark – BPA mapping published on the SPP Interactive Mapping System (IMS) is provided in **Figure 2**. The site is mapped as containing areas of Medium Potential Bushfire Intensity and Potential Impact Buffer. In addition, land surrounding the site is mapped as containing Medium Potential Bushfire Intensity and Potential Impact Buffer.

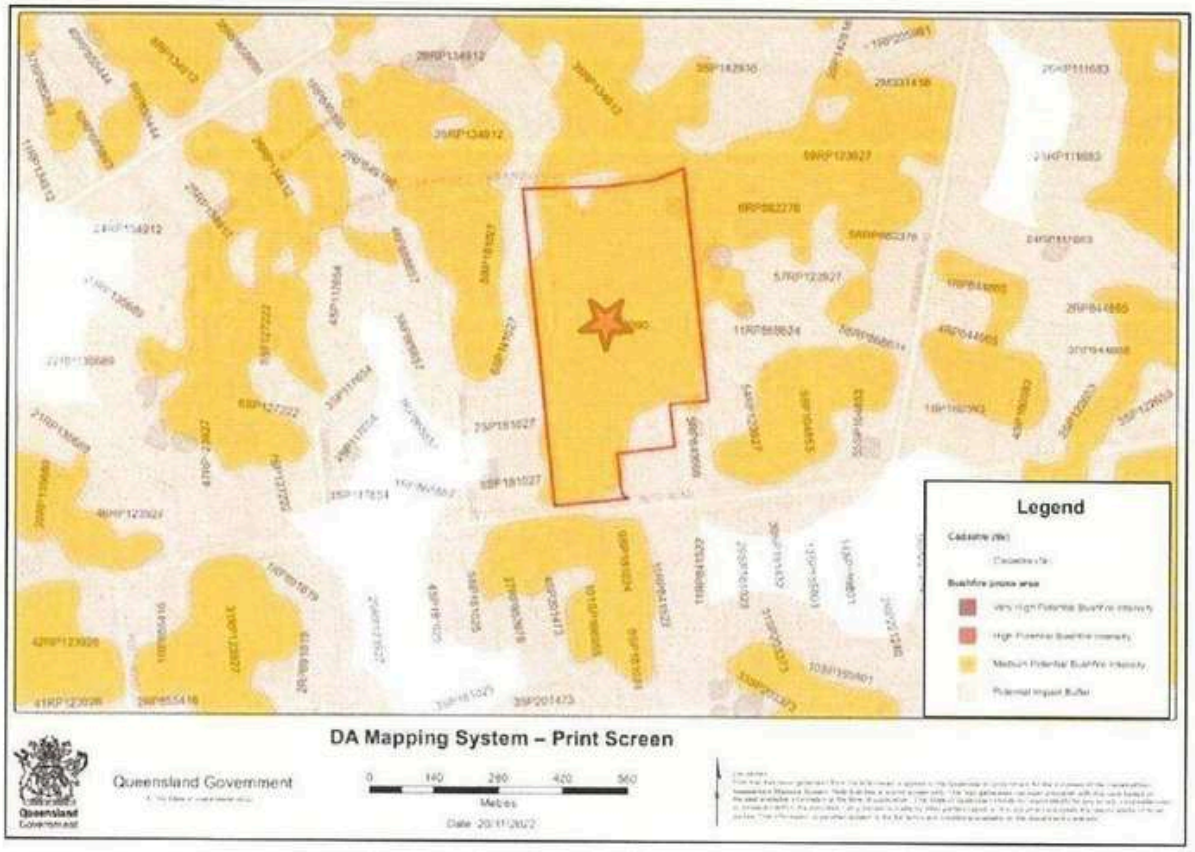


Figure 2 Excerpt from DSDMIP SPP IMS – Bushfire prone area (Source: DSDMIP SPP IMS).

2.2 Logan Planning Scheme 2015 (version 9)

The site is located within the City of Logan local government area and is subject to the provisions of the Logan Planning Scheme 2015 (v9) The planning scheme's Bushfire Hazard Overlay maps the site as containing areas of Medium Potential Bushfire Intensity and Potential Impact Buffer. An excerpt from the overlay map identifying the mapped bushfire hazard areas in relation to the proposed development site is shown in **Figure 3.**

The City of Logan (Logan Planning Scheme 2015) Bushfire hazard overlay mapping designates bushfire prone areas for the purposes of Section 12 of the *Building Regulation 2006*. The provisions of the Building Code of Australia (BCA) or Queensland Development Code (QDC) are applicable to any building assessment work in a designated bushfire prone area.

The Bushfire overlay code requires that development addresses the bushfire hazard determined by a site-specific bushfire hazard assessment based on vegetation existing within, adjacent and nearby to

the site including any areas subject to revegetation or regrowth, which are to be assessed as if these areas had reached their mature state.

The Logan Bushfire Planning Scheme 2015 Bushfire overlay code notes that a site-based assessment may be used to ground-truth the extent of hazardous vegetation and the extent and nature of the bushfire hazard area (bushfire prone area), but does not specify acceptable methodologies.

The site-specific bushfire assessment provided in this plan has been undertaken in accordance with the BRC Technical Guide (Queensland Fire and Emergency Services (QFES), 2019).

Figure 3 Excerpt from Logan Planning Scheme 2015– Bushfire hazard overlay.

2.3 AS3959:2018 Construction of Buildings in Bushfire Prone Areas

The Australian Standard *AS3959:2018 Construction of Buildings in Bushfire-Prone Areas* (Standards Australia, 2009) specifies the requirements for the construction of buildings in bushfire-prone areas in order to improve their resistance to bushfire attack. AS3959:2018 applies to those areas where a regulated map (i.e. a planning scheme overlay map) identifies an area as a bushfire prone area (or similar), requiring calculation of Bushfire Attack Level (BAL) in accordance with a methodology outlined in the standard.

AS3959:2018 thus prescribes the construction details for buildings depending on the calculated BAL. The detailed requirements relating to construction methods and materials are typically dealt with as part of building design and enabled via private certification in accordance with the Building Code of Australia.

3 Bushfire Hazard Assessment

A site-specific bushfire hazard assessment (BHA) for the site has been undertaken in accordance with the methodology outlined in the 'Bushfire Resilient Communities' (BRC) technical document (QFES, 2019). The methodology underpinning the BHA process consists of three stages:

1. An assessment to verify the reliability of existing BPA mapping over the site and land surrounding the site (the 'assessment area').
2. A hazard assessment involving field investigations to ground-truth the accuracy of the BPA mapping for the site, where required. The hazard assessment area must include the development area and all land within 150 metres of the development footprint.
3. Using the results of the site-specific assessment, the asset protection zone width needed to achieve the requisite radiant heat flux levels is calculated using the SPP Bushfire asset protection zone (APZ) width calculator or Method 2 of AS3959:2018.

Where the precision and/or accuracy of BPA mapping or map input datasets are insufficient (e.g. where there has been changes in land use and vegetation cover within the assessment area), the process enables applicants to create a local-scale BPA map based on the results of the site investigation and to apply modified input variables that reflect changes that have occurred over time. The BHA process adapts the method used to generate the state-wide BPA mapping, described in Leonard *et. al.* (2014) with further refinement to allow for the downgrade and/or filtering of small patches and narrow corridors where needed in accordance with contemporary mapping rules outlined in the BRC technical reference guide and Leonard and Opie (2017).

Where effective fuel loads have been reduced based on patch size and isolation in accordance with the patch and corridor filtering rules outlined in 4.2.6 of the QFES BRC technical guide, reduced effective fuel loads can be used as inputs into a Method 2 Bushfire Attack Level (BAL) assessment.

The assessment has been based on vegetation existing within, adjacent and nearby to the site including any areas subject to revegetation or regrowth, which have been assessed as if these areas have reached their mature state.

3.1 Hazard Assessment

The following steps have been undertaken to assess spatial factors that contribute to potential bushfire intensity for the site and surrounding land:

- **Step 1: Identification of Fire weather severity**

  Identification of all Forest Fire Danger Index (FFDI) values estimated at a 1:20 year (5%) Annual Exceedance Probability (AEP) using the Bushfire Hazard Area – Bushfire Prone Area – Inputs dataset from the Queensland Government data portal.

- **Step 2: Identification of Vegetation Hazard Classes**

  Assessment of vegetation communities to identify the relevant vegetation hazard classes (VHCs) using a combination of remnant and pre-clearing regional ecosystem maps, high-resolution aerial imagery and a ground-truthed assessment of vegetation present within the site and within the required 150 m assessment area.

- **Step 3: Slope assessment**

  Identification of site slope and effective slope, and determination of whether proposed buildings are upslope or downslope of hazardous vegetation using Bushfire Hazard Area – Bushfire Prone Area – Inputs dataset from the Queensland Government data portal and 1 m/5 m LiDAR-derived contour data.

- **Step 4: Remodeling of bushfire hazard and calculation of potential fireline intensity** - Where a change to the distribution, extent and/or classification of VHCs within the assessment area is proposed, remodeling of bushfire hazard is undertaken to determine how the changes to VHCs and associated fuel loads affect potential fireline intensity. Potential fireline intensity is to be calculated in accordance with the method outlined in Leonard *et. al.* (2014).

VHCs and associated potential fuel loads are in accordance with Leonard *et al.* (2017), as provided in the BRC Technical Reference Guide and SPP Bushfire APZ width calculator published by the Queensland Fire and Emergency Services (QFES).

Relevant spatial datasets published by the QFES were accessed via the Queensland Spatial Catalogue (QSpatial) and the Catalyst Fire Management System (Queensland Fire and Emergency Services, 2020).

3.1.1 Step 1 – Fire Weather Severity

South-east Queensland has a subtropical climate with warm humid summers and mild winters and is subject to influence from monsoonal climate systems and easterly troughs. Seasonality is not pronounced; however the 'wet' season generally occurs during the December – April period. The fire danger season usually occurs from spring to mid-summer (August/September to December) with the greatest danger after a dry winter and spring and when deep, low-pressure systems near Tasmania bring strong, hot and dry westerly winds to the coastal districts (Bureau of Meteorology, 2021). Severe bushfire weather is characterised by days with high temperatures over 35 degrees, low relative humidity and winds from the north to north-west.

The Forest Fire Danger Index (FFDI) provides an annual accumulated index of fire weather severity (i.e. the potential danger of a bushfire) based on a combination of vegetation dryness, air temperature, wind speed and humidity. The relevant FFDI for the site was derived from the Fire Weather Severity (Forest Fire Danger Index) raster provided as part of the Bushfire Hazard Area – Bushfire Prone Area – Inputs dataset.

The FFDI for the site and surrounding land is 55.

3.1.2 Step 2 - Vegetation Hazard Classes and Potential Fuel Loads

3.1.2.1 Vegetation Hazard Classes

Different types of vegetation communities determine the rate at which dry fuel accumulates. Some vegetation communities protect fuel from drying out in all but extreme bushfire seasons and can then be susceptible to very destructive bushfires. Alternatively, vegetation communities may expose fuels to drying and therefore be frequently available for burning. Frequent bushfires can result in the development of bushfire-tolerant grassy woodlands or grasslands and less destructive bushfire behaviour.

Vegetation Hazard Classes (VHCs) provided within the Bushfire Prone Area – Vegetation hazard class – South - east Queensland spatial dataset were reviewed for the site and surrounding land **(Figure 4).** The following VHCs are mapped within the required 150 m assessment area:

- 9.2 – Moist to dry eucalypt woodland on coastal lowlands and ranges;
- 16.1 - Eucalyptus dominated forests on drainage lines and alluvial plains;
- 40.4 - Continuous low grass or tree cover;
- 41.4 – Discontinuous low grass or tree cover; and

The reliability of State-mapped VHCs was assessed through:

- review of Vegetation management remnant regional ecosystem (RE) mapping published by the Department of Resources (DoR);
- an assessment of existing vegetation undertaken by Green Tape Solutions in November 2022 as part of site investigations to support preparation of a BHAMP.

DoR's remnant RE mapping shows that large areas of regrowth and remnant vegetation are mapped within the assessment area. These patches are identified as containing the following REs:

- RE12.3.11 – Of Concern, mid-dense Category B and C – *Eucalyptus tereticornis, Eucalyptus Siderophloia, Corymbia intermedia* open forest on alluvial plains usually near coast.
- 12.9 -10.4 – Least concern sparse, Category B and C – *Eucalyptus racemosa subsp.racemosa* woodland on sedimentary rocks and;
- Non-remnant category X vegetation.

The site assessment determined that vegetation within the 150 m assessment area consists of a mosaic of native vegetation, landscape vegetation (including streetscape vegetation) and areas of maintained grassland/lawn with low tree cover. The majority of the site contains remnant native vegetation, with some cleared/managed areas in the south-east corner. The vegetation within the 150m assessment area consists of three (3) site-verified communities.

- **Vegetation community 1 – Eucalyptus dominated woodlands**

  The site predominately consists of native remnant vegetation, consisting of scribbly gum *(Eucalyptus racemosa subsp.racemosa),* Pink Bloodwood *(Corymbia intermedia)* and Queensland blue gum *(Eucalyptus tereticornis)*. The site contains a large number of live and dead stag habitat trees. The understory contains juvenile canopy species, *Casuarina spp*; and broad leaved paper-bark *(Melalueca quinquinervia)*. The ground stratum is covered in leaf litter, fallen logs, lantana *(Lantana camera)* and sparsely scattered grass species which include lomandra *(Lomandra longifolia)*.

  This community is mapped as RE: 12.9 -10.4 – Least concern, sparse, Category B and C – *Eucalyptus racemosa subsp.racemosa* woodland on sedimentary rocks. Remnant native vegetation associated with the retained watercourse and dams within the northern portion of the site consists of broad-leaved paperbark (*Melaleuca quinquenervia*) open forest. The ground-truthed vegetation assessment determined that this vegetation meets the criteria for remnant

status and is generally consistent with RE12.9.-10.4. This vegetation forms part of a larger patch of woodland which extends to the north and east on the adjoining properties.

The eucalypt dominated woodlands community within the site and on adjoining land has been classified as **VHC 9.2** – Moist to dry eucalypt woodland on coastal lowlands and ranges.

- **Vegetation community 2 – Landscape vegetation**

  Vegetation in the southern and western sections of the assessment area consist primarily of scattered canopy trees, landscape vegetation and managed lawns on rural residential lots. Landscape vegetation within the 150 m assessment area has been classified as **VHC 39.2** – Low to moderate tree cover in built up areas.

- **Vegetation community 3 – Maintained Grassland/farmland**

  Within the 150m assessment area, there are multiple patches of maintained grassland, which are maintained by either by slashing/mowing or the grazing of stock. The grassed paddocks are situated in the south- eastern, southern and western sections of the assessment area. Maintained grassland vegetation within the 150 m assessment area has been classified as **VHC 40.4** – Continuous low grass or tree cover.

Non-vegetated areas (roads, footpaths and buildings) and low-threat vegetation (including grassland maintained in a minimal fuel condition, maintained lawns, maintained public reserves and parklands and cultivated gardens) within the 150 m assessment area have been classified as **VHC 41.1** - Discontinuous low grass or tree cover. These areas have been excluded from the BAL assessment as they meet the criteria for exclusion as low threat vegetation.

Figure 5 depicts the location of ground-truthed VHCs within the 150 m assessment area.

Plate 1: Vegetation Community along the rail line to the north of the site

Plate 2: Vegetation community on Bobermien Road east of site

Plate 3: Eastern neighbouring property vegetation

Plate 4: Eastern neighbouring property vegetation

Plate 5: Farmland/maintained grassland (north)

Plate 6: Farmland/maintained grassland (north)

Plate 7: Melaleuca forest situated around dams

Plate 8: Melaleuca forest situated around dams

Plate 9: Western boundary, powerline easement on adjoining property

Plate 10: Western boundary vegetation looking north

Plate 11: On site vegetation community seen from Hotz Road

Plate 12: On site vegetation community seen from Hotz Road

Plate 13: Vegetation on the southern side of Hotz Road

Plate 14: Vegetation on the southern side of Hotz Road

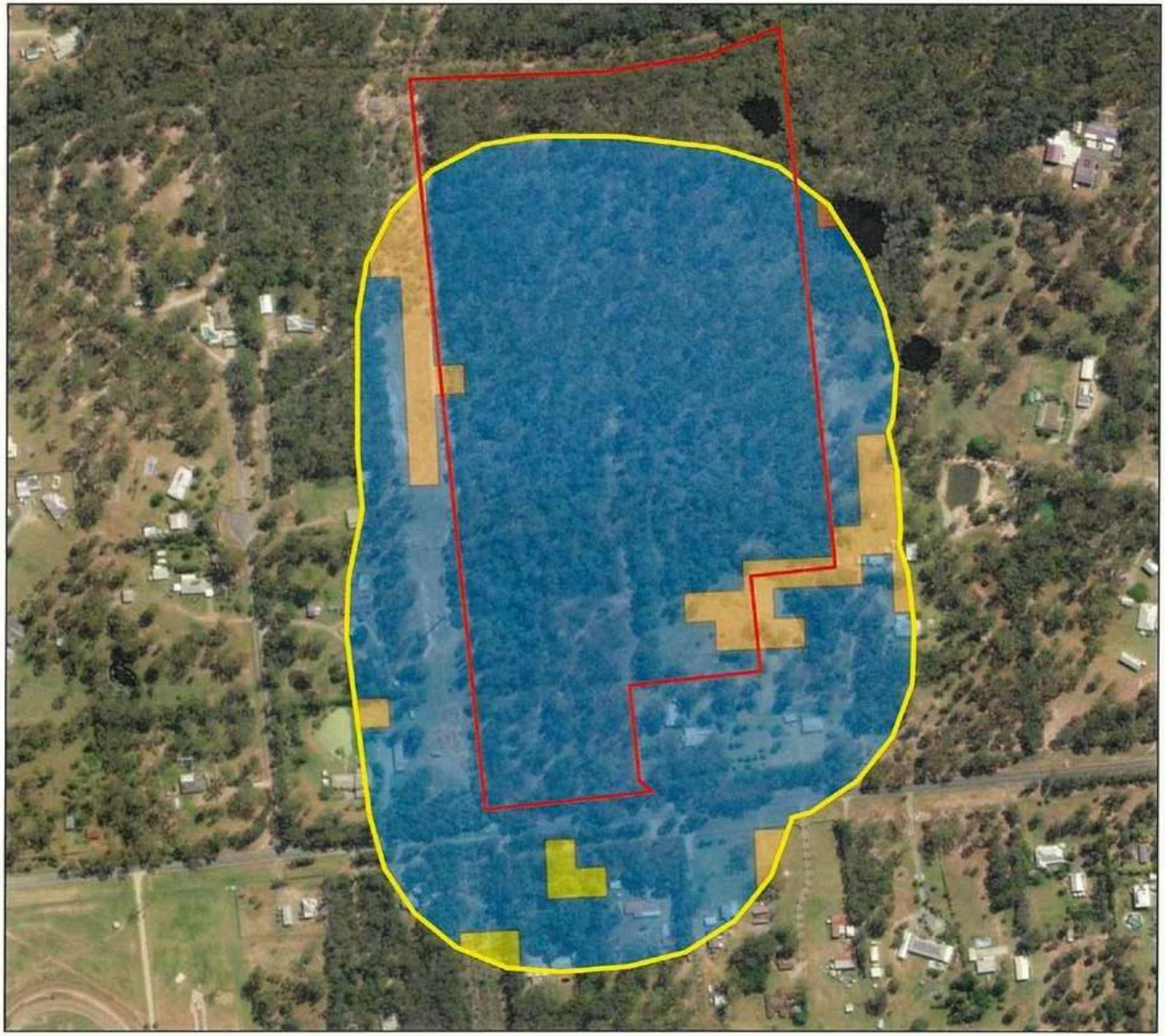


Figure 4: Vegetation Haza
Classification Map

Project: PR22395
261-275 Hotz Road, Logan Village

Legend

Boundary

150 Vegetation Assessment Area

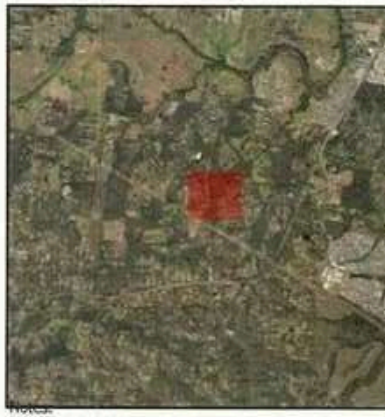
Ground truthed VHC

16.1 Eucalyptus dominated fores
drainage lines and alluvial plains

39.2 Low to moderate tree cover i
built-up areas

40.4 Continuous low grass or
tree cover

9.2 Moist to dry Eucalypt woodlar
on coastal lowlands and ranges



Notes:
- Survey Data by Green Tape Solutions
- Site Infrastructure and Impact Areas from Client
- Base map Copyright (c) Esri and its data suppliers.

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Date: 22/11/2022
Version: 1

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Figure 5: Ground Truthed Vegetation Hazard Classes

Project: PR22395 - 261-275 Hotz Ro
Logan Village

Legend

- Lot boundary
- 150m ssessment Area
- Building envelopes
- Patch & corridor filtering
- VHC 9.2 - Moist to dry Eucalypt woodland on coastal lowlands and ra
- VHC 16.1 - Eucalyptus domintated forest on drainage lines and alluvial
- VHC 39.2 - Low to moderate tree co in built up areas
- VHC 40.4 - Continuous low grass co cover

Notes:
- VHCs by Green Tape Solutions
- Site Infrastructure and Impact Areas from Client
- Base map Copyright (c) Esri and its data suppliers.

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Version: 2

0 20 40 60 80 m

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3.1.2.2 Potential Fuel Loads

Fuel loads have been allocated for each VHC to represent the long-unburnt condition that would be typically exhibited 10 years after fire. In accordance with the values provided in Figure 14 of the BRC Technical Guide (QFES, 2019a), the potential fuel load values for ground-truthed VHCs within and surrounding the site are as provided in **Table 2**.

Table 2 Potential fuel loads for classified vegetation within 150 m assessment area.

VHC		Total potential surface fuel load (t/ha)	Total overall potential fuel load (t/ha)	Prone type [1]		Fuel continuity[2]	
9.2	Moist to dry eucalypt woodland on coastal lowlands and ranges.	14.9	17.2	1	Bushfire-prone – Forest or shrub fires	1	Continuous
39.2	Low to moderate tree cover in built up areas	5.0	8.0	3	Non-bushfire prone - Low hazard	2	Discontinuous
40.4	Continuous low grass or tree cover	4.5	5.0	2	Non-bushfire prone – Grassland fire	1	Continuous

3.1.3 Step 3 - Site and Effective Slope

Two slope input parameters are required for the estimation of fire behaviour and separation. Site slope is the slope of the ground between the edge of the proposed development (or site boundary) and the edge of hazardous vegetation. Effective slope refers to the slope of the land beneath hazardous vegetation. Effective slope is the more important parameter as it has a direct influence on the potential rate of fire spread, fuel consumption and thus, potential fireline intensity. For each vegetation hazard class, the effective slope is determined by assessing the slope beneath classified vegetation (in degrees) which most influences bushfire behaviour and the relative position of land supporting hazardous vegetation in relation to the development i.e. upslope or downslope. Where there is more than one slope beneath classified vegetation, each slope should be individually assessed, and the worst-case scenario adopted.

The topography of the site and surrounding land slopes gently uphill from the northern boundary towards the southern boundary. Slope measurements have calculated using LiDAR-derived 1 metre contour data published by Logan City Council. The site slope and effective slope angles for all hazardous vegetation within the assessment area have been calculated and are shown in**Table 3.**

[1] Prone type taken from the VHC_Data sheet of the SPP Bushfire APZ Calculator.
[2] Fuel continuity type taken from Figure 14 of the QFES BRC Technical Guide.

Table 3: Slope angles for assessable fire runs to the development site

Slope location in relation to development area	Max effective slope (degrees)	Max site slope (degrees)	Fire run in relation to development	Fire run scale
North (lots 6 and 7)	3.86	3.86	Downslope	Fully developed fire
East (Lots 7,8,9)	2.3	2.3	Downslope	Short fire run
West (Lots 5 & 6)	0	0	Flat	Short fire run
North (Lot 3)	1.43	1.43	Downslope	Short fire run
South (Lot 5)	-1.43	-1.43	Upslope	Short fire run

3.1.4 Step 4 - Remodelling of Bushfire Hazard

Given that site-specific assessment determined that VHCs provided within the BPA – VHC – South east Queensland spatial dataset do not entirely reflect the ground-truthed VHCs, remodelling of bushfire hazard has undertaken to determine how the changes to VHCs and associated fuel loads affect potential fireline intensity. Potential fireline intensity has been calculated in accordance with the method outlined in Leonard *et. al.* (2014).

Potential fireline intensity (PFI) is a standard measure of the rate at which an advancing fire would consume fuel energy per unit time per unit length of the fire front. This metric combines potential fuel load (PFL), maximum landscape slope (slope) and fire weather severity (FFDI) to provide a potential fireline intensity metric. The potential fireline intensity (PFI) is represented as the following equation:

$$PFI = 0.62\ PFL^2 \times FFDI \exp(0.069 \times slope)$$

Where: PFI = Potential fire line intensity (kW/m), PFL = Potential fuel load (tonnes / ha), FFDI = Potential severe fire weather (FFDI) and Slope = Max slope

Table 4:shows the potential fireline intensity ranges (in kilowatts per metre) and the corresponding potential bushfire hazard classes.

Table 4: Potential fireline intensity ranges and bushfire hazard classes

Potential Fireline Intensity (kW/m)	Potential Bushfire Hazard Class
40,000+ kW/m	Very high
20,000 – 40,000 kW/m	High
4,000–20,000 kW/m	Medium
0 – 4,000 kW/m	Low/Not bushfire prone

3.1.4.1 Patch and corridor filtering

Section 4.2.6 of the QFES BRC technical reference guide provides a series of mapping rules ('patch and corridor filtering') for modifying the potential fireline intensity of bushfire-prone areas to reflect the likelihood of lower potential fireline intensities in smaller vegetation patches and narrow vegetated corridors. These rules are applied as follows:

1. Remove patches of continuous fuel < 1 ha in area that are surrounded by either no fuel or non-continuous fuel and are further than 100 m from any other continuous fuel greater than 2 ha;
2. Downgrade the effective fuel load of small patches of continuous fuel measuring a. 1 – 2 ha – downgrade by 66% and b. 2 – 3 ha – downgrade by 50 % if the patch is surrounded by either non-continuous fuel or a low-hazard vegetation or land-use type and if the patch is further than 100m from any other continuous -fuel vegetation patch greater than 2 ha; and
3. Remove narrow corridors and area of continuous fuel that are less than 50 m in width.
4. Remove patches of vegetation less than 0.5 hectares in area.

Figure 6 depicts continuous-fuel patches (classified as VHC 9.2) to the north and north-east of the site in relation to other small continuous-fuel patches within 150m. Figure 5 also shows narrow patches of vegetation to the west, east and south of the building envelopes. These narrow patches meet the requirements set out in Section 4.2.6 of the QFES BRC technical reference guide, point 3 above. These patches of vegetation are not sufficiently wide to support a fully developed flame front and a fire arising from these narrow patches is likely to have a limited head width and thus will be significantly less intense.

The distance between the building envelopes on lots 3 and 5 is around 75m. It is proposed to manage some of the understorey vegetation between these envelopes so that the width of the unmanaged vegetation between them is a maximum of 50m. This vegetation is then considered to be low hazard based on rule 3 above and is filtered out of the assessment of hazardous vegetation.

3.1.4.2 Potential fireline intensity

The potential fireline intensity was calculated for bushfire-prone vegetation within 150 m of the site using the inputs from Steps 1 - 3. In accordance with Section 7.6 of the BRC Technical Guide, fireline intensity, radiant heat flux and bushfire attack level is not required to be calculated for non-bushfire prone (i.e. VHCs with a prone type of 2) or low hazard VHCs (i.e. VHCs with a prone-type of 3), therefore VHCs 39.2 and 40.4 have been excluded from calculation of potential fireline intensity. Remodelled potential fireline intensity for bushfire-prone vegetation to the north, west & east of the site is provided below.

Table 5: Potential fireline intensity for classified VHCs within 150 m assessment area

Location of classified vegetation in relative to development area	VHC	Status	Effective slope – average slope beneath bushfire-prone vegetation in relation to development (degrees)		Fire weather severity (FFDI)	Potential fireline intensity (PFI)	Potential bushfire hazard class	Remodelled bushfire hazard class
North (lots 6 and 7 BLE)	9.2	Remnant	3.86	Downslope	55	11,406 kW/m	Medium	Medium
East (Lots 7,8,9 BLE)	9.2	Remnant	2.3	Downslope	55	10,242 kW/m	Medium	Medium
West (Lots 5 & 6 BLE)	9.2	Remnant	0	Flat	55	8,739 kW/m	Medium	Medium
North (Lot 3 BLE)	9.2	Remnant	1.43	Downslope	55	9,645 kW/m	Medium	Low
South (Lot 5 BLE)	9.2	Remnant	-1.43	Upslope	55	9,645 kW/m	Medium	Low

The results of the potential fireline intensity calculation for bushfire-prone vegetation within the assessment area show that vegetation to the north, east and west of the site (VHC 9.2) has a potential bushfire hazard class of 'medium'. All other vegetation within 150 m of the development site is not classified as bushfire-prone and therefore, calculation of radiant heat flux/bushfire attack level (BAL) is not applicable.

Section 5 outlines the requirements for management and mitigation of bushfire hazard for the bushfire-prone vegetation within the site.

3.2 Radiant Heat Exposure and Bushfire Attack Levels

Bushfire attack levels (BALs) are used to quantify the levels of attack (radiant heat exposures/flux) that built structures may experience during a fire event. The BAL is defined as 'a means of measuring the severity of a building's potential exposure to ember attack, radiant heat and direct flame contact, using increments of radiant heat expressed in kilowatts per metre squared, and the basis for establishing the requirements for construction to improve protection of building elements from attack by bushfire' (Standards Australia, 2018).

AS3959:2018 adopts six BAL categories, which are based on the level of radiant heat flux to which buildings may be exposed to during a bushfire event. This level of heat flux generally relates to the type of vegetation, effective slope and how far a building is from hazardous vegetation. BALs apply to buildings and any attached or adjacent structure within 6 m of the building.

The BRC Technical Guide requires that radiant heat exposure/bushfire attack levels (BALs) are calculated using either the SPP Bushfire APZ calculator (QFES, 2019b), which is the preferred method or Method 2 of AS3959:2018. Where Method 2 is used, the following inputs are to be used:

- site-specific values for FFDI (Step 1)
- ground-truthed VHCs (Step 2) and their associated fuel loads (provided in Figure 14 of the BRC Technical Guide); and
- site and effective slopes (Step 3).

The site is located within a large patch of remnant woodland with a substantial density of a ladder fuels. Given the extent of this patch, a potential continuous fire run greater than 150m is highly likely from the north. However, fire runs from the east, west and south are all less than 150m in length, and therefore a short fire run methodology has been used for the fire runs from these directions. This is applicable because a fire run from these directions would have no connectivity to any other parcels of land containing vegetation capable of supporting a fully developed fire that would directly impact the development site from the same direction as the short fire run. The adjusted fire head/flame width was calculated using the following formula:

SFR Head width (B) = SFR length (m) / LB ratio

Where: LB ratio = 1.0 + (0.0012($V^{2.154}$)) and V = wind speed (30 km/h)*

The adjusted flame width was entered into the Flamesol method 2 calculator instead of the default 100m flame width. The following fuel loads shall be used in the Method 2 assessment –

- Understorey fuel load - potential fuel load of 14.9t/ha;
- Total fuel load – potential fuel load of 17.2 t/ha

The Flamesol Method 2 Minimum Distance calculator has been used to calculate the minimum separation distance required between the development and bushfire-prone vegetation for each BAL. These results are provided in **Appendix 2.**

Table 6: Determination of Bushfire Attack Level (BAL) minimum separation distances for bushfire-prone vegetation.

Bushfire attack level (BAL) →	BAL-Flame zone (FZ)	BAL-40	BAL-29	BAL-19	BAL-12.5
North fire run (lots 6 & 7)	0 - <12.2 m	12.2 - <16.5m	**16.5- < 24.3 m**	24.3 - <34.2m	34.2 - < 100m

East fire run (Lots 7,8,9)	0 - <10.7	10.7 - <13.7 m	**13.7 - < 18.2m**	18.2 - <23.6m	23.6 - < 100m
West fire run (Lots 5 & 6)	0 - <9.4 m	9.4 - <11.7 m	**11.7- < 15.3 m**	15.3 - <19.5 m	19.5 - < 100m

The Logan Planning Scheme 2015 (v9) specifies that building envelopes are to be separated from hazardous vegetation such that they achieve a radiant heat flux of 29 kW/m^2 (BAL-29). To achieve this outcome, buildings on the proposed lots will have to be sited away from hazardous vegetation in accordance with **Table 6** above to achieve a BAL 29 rating or lower.

Figure 6: Bushfire Attack Levels and Asset Protecti Zones

Project: PR22395 - 261-275 Hotz Ro
Logan Village

Legend

- Lot boundary
- Building envelopes
- Asset Protection Zones
- Hazardous vegetation

Bushfire Attack levels

- BAL Flamezone
- BAL 40
- BAL 29
- BAL 19
- BAL 12.5

Notes:
- BALs and APZs by Green Tape Solutions
- Site Infrastructure and Impact Areas from Client
- Base map Copyright (c) Esri and its data suppliers.

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Version: 3

0 20 40 60 m

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4 Bushfire Management Plan

The SPP requires that where it is not possible to avoid a bushfire prone area, development mitigates bushfire risk to people and property to an acceptable or tolerable level. This can be achieved through development design and siting, hazard reduction practices and emergency mitigation measures for any buildings bordering potentially bushfire-susceptible vegetation. These practices and measures include fuel reduction and management, road infrastructure to provide safe access and egress, appropriate building design and construction standards, procedures for fighting bushfires and fire intensity reduction management measures.

The development does not seek to mitigate bushfire hazard through additional vegetation clearing beyond the development area boundary and shall contain all bushfire management and mitigation measures within the development area.

4.1 Agencies / Persons Responsible

The responsible fire authority is the Queensland Fire and Emergency Services (QFES). It is the responsibility of the proponent to ensure that the relevant measures required by this plan are in place prior to inspection by the Council and the building certifier, and to ensure that the measures are in place prior to enacting the approval. Furthermore, it is the responsibility of the proponent to ensure that a copy of this report is always on hand at the site.

4.2 Owner / Occupier Responsibilities

It is the responsibility of the relevant lot owner to maintain each lot in accordance with the conditions outlined in this report. The owner / occupier responsibilities include:

- An Asset Protection Zone (APZ) is to be established and maintained on lots 3-9. The APZ is to be managed in accordance with the measures outlined in Section 4.5.
- All access routes are to remain clear of obstacles to enable effective emergency vehicle access and egress; and
- No burning is to be undertaken on-site without a Permit to Burn as issued by the local Fire Warden (and approval if required, in writing, from Council).
- The storage or handling of hazardous chemicals on the premises must not result in an unacceptable risk to people, property and the environment. Hazardous chemicals should not present a risk to or impose upon emergency services when responding to an emergency or evacuation.

4.3 Reporting and Auditing

This bushfire report is a controlled working document that is to be updated and revised to reflect adaptive management and constructive feedback. Some sections of the plan may be modified, new procedures may be implemented, and responsibilities altered, depending on feedback and application.

This bushfire report will only ever be modified with the agreement of Logan City Council. This agreement allows for changes to the plan scope, as determined through consultation and the acceptance of the

proponent. That is, where further actions are deemed necessary or where actions can be reduced in scope.

4.4 Siting of Building Envelopes

In accordance with the development approval condition 22, the proposed location of the building envelopes has been determined based on minimising the loss of habitat trees, as well as minimising vegetation clearing and edge effects. The majority of the proposed Asset Protection Zones are located fully within the proposed building envelopes, while others are located partly inside and partly outside of the envelopes. Two of the APZs are located outside of the envelope (lots 3 - 5). This is considered to be a permissible approach based on the wording of condition 21 of the development approval.

4.5 Asset Protection Zones

The use of an APZ is the most effective defence against flame and radiant heat and to a lesser extent, ember attack. The APZ incorporates defendable space and allows for managing heat intensities at the building surface. Appropriate vegetation management measures shall be required to manage fine fuels, which have the greatest influence on the spread of a conventional flame front-driven bushfire (Queensland Government and CSIRO, 2020).

The Logan Planning Scheme 2015 (v9) specifies that buildings are to be separated from hazardous vegetation such that they achieve a radiant heat flux of 29 kW/m^2 (BAL-29) or lower. An Asset Protection Zone (APZ) has been established for lots 3-9 to ensure that the future dwelling will be able to achieve and maintain a maximum BAL-29 construction rating (**Figure 6**).

Most of the proposed Asset Protection Zones are located fully within the proposed building envelopes. Where the proposed Asset Protection Zones are located fully within the proposed building envelopes, the APZ will be managed entirely as an Inner Protection Area (IPA). Where the proposed Asset Protection Zones are partly inside and partly outside of the building envelopes, the APZ will be managed partly as an Inner Protection Area and partly as an Outer Protection Area (OPA). Table 7 below shows the APZ widths for each lot/envelope:

Table 7: Asset Protection Zone widths for each building envelope

Lot number	Northern APZ	Eastern APZ	Western APZ	Southern APZ
3	IPA -13.3m	NA	NA	NA
4	OPA – 13.7m	NA	NA	NA
5	NA	NA	IPA – 11.7m	IPA - 11.4m
6	IPA – 16.5m	IPA – 16.5m	IPA – 11.7m	NA
7	IPA – 16.5m	IPA - 13.7m	NA	IPA – 13.7

8	NA	IPA – 13.7	NA	NA
9	NA	IPA - 13.7m	NA	NA

This Inner Protection Areas will have the following characteristics:

- This area is to be maintained as an area that is effectively free of flammable material to provide defendable space and for managing heat intensities at the building surface.
- Removal of all canopy trees and shrubs within the IPA. New trees are not to be planted in the IPA.
- Landscaping treatments within the IPA shall comprise low threat vegetation, including lawn areas managed in a minimal fuel condition (i.e. ≤ 100 mm nominal height as specified in AS3959:2018) and landscape garden plant species that are of low combustibility (i.e. species with high leaf moisture content, low volatile oil content, absence of shedding bark, low production of leaf litter etc.). Flammable plants are not permitted.
- Plants must be arranged to minimise vertical and horizonal connectivity of plant material.
- Plants must be no closer than 10 metres from an exposed window or door.
- Mulches within any landscaped areas are to be non-combustible.
- Non-habitable structures such as sheds are permitted in the IPA, as long as they are made from non-combustible materials and are located greater than 6m from any habitable dwellings.
- In-ground swimming pools are permitted in the IPA, as long as they are made from non-combustible materials (including associated landscaping/paving etc).
- Any fencing is to be constructed from non-combustible materials.

The Outer Protection Areas will have the following characteristics:

- This area is to be maintained in low/reduced fuel load state to deprive an advancing fire front of fuel continuity.
- To minimise clearing of native canopy vegetation, removal of existing trees is not permitted within the OPA. These trees are to be retained. However, removal of understorey vegetation (shrub layer and sapling trees less than 4m high) is required to remove continuous and ladder fuels.
- Ground layer vegetation/grass within the OPA shall be managed in a minimal fuel condition (i.e. no greater than 100 mm nominal height as specified in AS3959:2018)
- Garden beds and shrubs are not permitted in the OPA.
- All trees are to have lower limbs removed up to a height of 3 metres above the ground.
- Any fencing is to be constructed from non-combustible materials

Regular maintenance of the APZ should be undertaken to remove fuels and debris, particularly prior to and during the fire season (i.e. late Winter to early Summer). This must include regular vegetation management and maintenance where necessary and practicable (e.g. grass slashing, weed removal etc.) and removal of debris and rubbish.

4.6 Access Roads

Access to the future dwellings shall be via the proposed new internal access street, which is an 330m long cul de sac. Access to each building envelope will be directly from this road, with the longest required driveway being 35m. The internal access road heads south towards Hotz Rd, and therefore will provide safe and effective egress for emergency vehicles and occupants away from the direction of an approaching fire from the north, which is the most likely direction of bushfire attack.

The cul de sac head is 18m wide, which complies with the requirement to have a turning circle with a minimum radius of 8m for emergency vehicles as stipulated in the QFES Fire Hydrant and Vehicle Access Guidelines (2019).

In the unlikely event of a bushfire cutting off resident egress to the south via the access road, residents can still exit the site on foot to the east or west, where there are large areas of managed, low hazard land. of their dwellings on foot.

4.7 Electricity Supply

The proposed development will have access to mains electricity supply. Where practicable, electrical transmission lines will be installed underground.

4.8 Water Supply

The subdivision will have access to the local reticulated water supply.

4.9 Climate Change and Fire Weather – Projections for 2050

Climate change can act in two ways to affect fire behaviour. First, it is likely to exacerbate the fire-weather risk on any given day, leading to increased frequency or intensity of extreme and very extreme fire-weather days particularly within the fire season. Secondly, an increase in the accumulated fire risk over a year might represent a longer fire season and a reduction in the number of days suitable for prescribed burning.

It is recommended to review this document and associated bushfire procedures at the site over the coming decades in response to any potential increases of bushfire risk from climate change.

4.10 Emergency Response Procedures

An onsite fire management and evacuation strategy should be developed and available to implement in the event of an emergency. In the event of a pending fire emergency, assistance is to be obtained by contacting dialling 000.

5 Assessment Against the Bushfire Hazard Overlay Code

The site is mapped within the Logan Planning Scheme 2015 (version 9) Bushfire Hazard Overlay, which triggers a response to the Bushfire Hazard Overlay Code. An assessment against this code is provided in **Table 8.**

Table 8: Assessment against the Logan City Plan 2015 (version 9) Bushfire Hazard Overlay Code

Performance Outcomes		Acceptable Outcomes		Compliance Assessment
For assessable development (subject to requirements) and assessable development				
Location, Design and siting of development				
PO1	Development is designed to: a. minimise risk of bushfire hazard; b. provide safe premises; c. create efficient emergency access for firefighting and other emergency vehicles. *Note - Planning scheme policy 6 - Management of bushfire hazard provides guidelines on how to achieve this outcome.*	**AO1.1**	**AO1** Development: a. does not increase the number of persons living in, or lots in, the Bushfire hazard area identified on Bushfire hazard overlay map OM-03.00; or b. is on a site that a bushfire hazard assessment prepared in accordance with the methodology in Planning scheme policy 6 - Management of bushfire hazard determines is of low bushfire hazard.	**Complies P01** The subdivision lot layout is already approved. The proposed location of the building envelopes minimises the bushfire risk to future residents by locating the envelopes close to the access road and protecting them from potential bushfire runs with Asset Protection Zones where necessary. The APZs prevent dwelling construction in areas subject to greater than 29 kW/m^2 of radiant heat The clustering of the building envelopes further reduces bushfire risk to the future residents/dwellings. The new access road is a cul de sac, but it does provide direct access to the building envelopes for emergency vehicles. The cul de sac head is 18m wide, which complies with the requirement to have a turning circle with a minimum radius of 8m for emergency vehicles as stipulated in the QFES Fire Hydrant and Vehicle Access Guidelines (2019).

Performance Outcomes		Acceptable Outcomes		Compliance Assessment
				The internal access road heads south towards Hotz Rd, and therefore will provide safe and effective egress for emergency vehicles and occupants away from the direction of an approaching fire from the north, which is the most likely direction of bushfire attack. The subdivision will have access to reticulated water for fire fighting purposes.
PO2	Development is sited and constructed to minimise the bushfire hazard and maximise the protection of life and property from bushfire. *Editor's note - Planning scheme policy 6 - Management of bushfire hazard contains guidance on the preparation of bushfire management plans.*		Development is located and constructed: a. where there is no bushfire management plan approved by an existing development approval: i. such that the bushfire attack level is less than or equal to BAL-29; ii. away from the most likely direction of a fire front; iii. so that elements of the development least susceptible to fire are sited closest to the bushfire hazard; iv. such that asset protection zones are sited on land with a slope less than 18 degrees; v. such that asset protection zones are entirely within the boundaries of the private property of the development site; or b. where an approved bushfire management plan directs development to be located. Note - BAL = Bushfire attack level is the radiant heat flux a building	**Complies with PO2** The proposed location of the building envelopes minimises the bushfire risk to future residents by locating the envelopes close to the access road and protecting them from potential bushfire runs with Asset Protection Zones where necessary. The APZs prevent dwelling construction in areas subject to greater than 29 kW/m^2 of radiant heat The clustering of the building envelopes further reduces bushfire risk to the future residents/dwellings. The new access road is a cul de sac, but it does provide direct access to the building envelopes for emergency vehicles. The cul de sac head is 18m wide, which complies with the requirement to have a turning circle with a minimum radius of 8m for emergency vehicles as stipulated in the QFES Fire Hydrant and Vehicle Access Guidelines

Performance Outcomes		Acceptable Outcomes		Compliance Assessment
			will experience during a bushfire and is a measure of heat energy impacting on a surface expressed as kW/m2 . BAL is calculated from the following factors; vegetation type, fuel loads, distance to vegetation, Forest Fire danger Index (FDI), flame length, fire behaviour/intensity and slope. BAL is used to determine the required construction level of a building and the size of asset protection zones (inner and outer radiation zones). Further information on calculating the BAL can be obtained from AS3959-2009. Editor's note - Asset protection zones are not located on slopes greater than 18 degrees to ensure maintenance is practical, soil stability is not compromised and the potential for crown/canopy fires is reduced	(2019). The internal access road heads south towards Hotz Rd, and therefore will provide safe and effective egress for emergency vehicles and occupants away from the direction of an approaching fire from the north, which is the most likely direction of bushfire attack. The subdivision will have access to reticulated water for fire fighting purposes.
PO3	Reconfiguring a lot ensures that lots are designed to minimise bushfire hazard and provide safe sites for people, property and buildings	**AO3.**	Lots: a. are suitable for people, property and buildings by: i. having a bushfire attack level less than or equal to BAL-29; or ii. containing a development envelope area that has a bushfire attack level less than or equal to BAL-29; b. provide asset protection zones that: i. are located on land with a slope less than 18 degrees; ii. are located on the same lot.	**Complies with PO3** The subdivision lot layout is already approved. The proposed location of the building envelopes minimises the bushfire risk to future residents by locating the envelopes close to the access road and protecting them from potential bushfire runs with Asset Protection Zones where necessary. The APZs prevent dwelling construction in areas subject to greater than 29 kW/m^2 of radiant heat. The clustering of the building envelopes further reduces bushfire risk to the future

Performance Outcomes		Acceptable Outcomes		Compliance Assessment
				residents/dwellings. The new access road is a cul de sac, but it does provide direct access to the building envelopes for emergency vehicles. The cul de sac head is 18m wide, which complies with the requirement to have a turning circle with a minimum radius of 8m for emergency vehicles as stipulated in the QFES Fire Hydrant and Vehicle Access Guidelines (2019). The internal access road heads south towards Hotz Rd, and therefore will provide safe and effective egress for emergency vehicles and occupants away from the direction of an approaching fire from the north, which is the most likely direction of bushfire attack. The subdivision will have access to reticulated water for fire fighting purposes.

Performance Outcomes		Acceptable Outcomes		Compliance Assessment
Vehicular access and fire maintenance trails				
PO4	Access for fire management and evacuation is provided by access that: a. separates premises from adjoining vegetation; b. is safely accessible by fire fighting vehicles; c. has regular vehicular access points for bushfire management, response and evacuation; d. has regular vehicle passing and turning areas for bushfire management, response and evacuation; e. allows access at all times for fire fighting vehicles; f. allows for maintenance, burning off and bushfire response; g. has vehicular links to an alternative through road; h. is readily maintained. *Editor's note - Planning scheme policy 6 - Management of bushfire hazard provides details on alternative solutions for providing fire management access and evacuation*	AO4	Access for fire management and evacuation is provided by vehicular access in the form of a perimeter road: a. with a minimum reserve width of 20 metres; b. located between the premises and adjoining vegetation; c. with a maximum gradient of 12.5 percent; d. constructed to otherwise comply with section 3.4 - Movement infrastructure standards of Planning scheme policy 5 - Infrastructure; e. that has a layout that does not include a cul-de-sac.	The subdivision lot and road layout is already approved. The new access road is a cul de sac and does not separate the lots/envelopes from hazardous vegetation, but it does provide direct access to the building envelopes for emergency vehicles. The cul de sac head is 18m wide, which complies with the requirement to have a turning circle with a minimum radius of 8m for emergency vehicles as stipulated in the QFES Fire Hydrant and Vehicle Access Guidelines (2019). The cul de sac allows for access at all times for fire fighting vehicles through low-hazard vegetation from the south. The internal access road heads south towards Hotz Rd, and therefore will provide safe and effective egress for emergency vehicles and occupants away from the direction of an approaching fire from the north, which is the most likely direction of bushfire attack. The adjoining powerline easement to the west of the site does provide some alternative access for emergency services for fire fighting if required.

Performance Outcomes		Acceptable Outcomes		Compliance Assessment
Water Supply				
PO5	Development has access to adequate water supply for fire fighting purposes.		Development: a. is connected to a reticulated water supply scheme that has sufficient flow and pressure characteristics for fire fighting purposes at all times with a minimum pressure and flow of 10 litres per second at 200kPa; or a. has an on-site water storage in accordance with Table 8.2.3.3.2 - Water storage for fire fighting, dedicated or retained for fire fighting purposes that is made of fire resistant materials and is: i. a separate tank; or ii. a reserve section in the bottom part of the main water supply tank. b. *Editor's note - The requirement in AO5 is: - in addition to the requirement for potable water supply/storage in AO2 in Table 9.4.3.3.1 - Infrastructure code: accepted development (subject to requirements) and assessable development.; - reflected in AO5 in Table 9.4.3.3.1 - Infrastructure code: accepted development (subject to requirements) and assessable development.*	**Complies with PO5** The development will be connected to a reticulated water supply with sufficient water flow and pressure to fight fires.
For Assessable Development				
Community Infrastructure				

Performance Outcomes		Acceptable Outcomes		Compliance Assessment
PO6	Community infrastructure is not located in a bushfire hazard area or is able to function effectively during and immediately after a bushfire event.	**AO6**	Community infrastructure is: a. not located in a Bushfire hazard area identified on Bushfire hazard overlay map OM-03.00; or b. located to ensure that: i. the core services provided by the community infrastructure is able to function effectively during bushfire events; ii. access to the community infrastructure is not compromised by bushfire events; iii. the safe storage of valuable records, public records and items of cultural or historic significance is able to be maintained during a bushfire event	Not Applicable – the development is not for community infrastructure
Hazardous materials				
PO7	Public safety and the environment are not adversely affected by the adverse impacts of bushfire on hazardous materials including fuels, explosives and flammable chemicals manufactured or stored in bulk on premises.	**AO7**	Hazardous materials: a. storage is in compliance with AS1940 - The storage and handling of flammable and combustible liquids; b. manufacturing does not occur in a Bushfire hazard area on Bushfire hazard overlay map OM-03.00.	Not Applicable – the development is for a residential subdivision and will not include the storing of hazardous materials on site.

6 Conclusion

This report has been prepared to provide a site-specific bushfire hazard assessment and management plan for an approved subdivision at 261-275 Hotz Rd, Logan Village. The bushfire assessment has been undertaken in accordance with a contemporary methodology i.e. the methodology outlined in the QFES *Bushfire Resilient Communities* Technical Reference Guide (QFES, 2019) and utilises QFES-published inputs (FFDI and fuel loads) for hazardous vegetation classified in accordance with the QFES vegetation hazard classification system.

The results of the assessment show that vegetation associated with the eucalypt woodland (VHC 9.2) to the north, east and west of site has a potential bushfire hazard class of 'medium'. All other vegetation within 150 m of the development site is not classified as bushfire-prone and therefore, calculation of radiant heat flux/bushfire attack level (BAL) is not applicable.

The Logan Planning Scheme 2015 (v9) specifies that building envelopes are to be separated from hazardous vegetation such that they achieve a maximum radiant heat flux of 29 kW/m^2 (BAL-29). Bushfire Asset Protection Zones (APZ) have been established on lots 3-9 to achieve this outcome. Regular fuel maintenance within the APZ will be required by the future residents to ensure ongoing protection of the dwellings.

Access to the future dwellings shall be via the proposed new internal access street, which is an 330m long cul de sac down the centre of the site. Access to each building envelope will be directly from this road, with the longest required driveway being 35m. The internal access road heads south towards Hotz Rd, and therefore will provide safe and effective egress for emergency vehicles and occupants away from the direction of an approaching fire from the north, which is the most likely direction of bushfire attack. The cul de sac allows for access at all times for fire fighting vehicles through low-hazard vegetation from the south. The cul de sac head is 18m wide, which complies with the requirement to have a turning circle with a minimum radius of 8m for emergency vehicles as stipulated in the QFES Fire Hydrant and Vehicle Access Guidelines (2019).

The proposed development complies with *State Planning Policy 2017* Natural Hazards, Risk and Resilience Assessment Benchmarks and the *Logan Planning Scheme 2015 (v9)*

7 References

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Appendix 1

Proposed Development Layout

LEGEND

- Surveyed Habitat Tree
- Proposed BLE
- Lot Boundary
- Subject Site

Scale 1:3000 - Lengths in metres

50 0 50 100 150 200

SOURCE: JWA Site Investigations; Somerville Consultants (Ref: 4730-Permitted Clearing Boundaries 2004.dwg) SCALE: 1:3000 @ A3 JWAPTYLTD EcologicalConsultants	CLIENT Mr Fahim Kherkhah PROJECT Lot 2 on SP263090 261-275 Hotz Road, Logan Village QLD Logan City Council LGA	FIGURE 1 PREPARED: BW DATE: 09 September 2022 FILE: Q22013_BLE_20220909.dwg	TITLE PROPOSED BLE'S

Appendix 2

Flamesol Method 2 Minimum Distance Calculations

FPA AUSTRALIA | FLAMESOL

Calculated December 9, 2022, 12:55 am (MDc v.4.9)

261 Hotz Rd East Fire run lots 7,8,9

Minimum Distance Calculator - AS3959-2018 (Method 2)

Inputs		Outputs	
Fire Danger Index	55	Rate of spread	1.15 km/h
Vegetation classification	Woodland	Flame length	9.550000000000001 m
Understorey fuel load	14 9 t/ha	Flame angle	62.3 °, 66.3 °, 70.3 °, 73.3 °, 75.3 ° & 83.3 °
Total fuel load	17.2 t/ha	Elevation of receiver	3.79 m, 3.82 m, 3.76 m, 3.62 m, 3.54 m & 2.54 m
Vegetation height	n/a	Fire intensity	10,242 kW/m
Effective slope	2.3 °	Transmissivity	0.875, 0.863, 0.848, 0.832, 0.824 & 0.771
Site slope	2.3 °	Viewfactor	0.408, 0.2988, 0.1999, 0.1336, 0.1085 & 0.0289
Flame width	30 m	Minimum distance to < 40 kW/m²	10.7 m
Windspeed	n/a	Minimum distance to < 29 kW/m²	13.7 m
Heat of combustion	18,600 kJ/kg	Minimum distance to < 19 kW/m²	18.2 m
Flame temperature	1,200 K	Minimum distance to < 12.5 kW/m²	23 6 m
		Minimum distance to < 10 kW/m²	26.7 m

Rate of Spread - Mcarthur, 1973 & Noble et al., 1980

FPA AUSTRALIA | FLAMESOL

Calculated December 9, 2022, 12:53 am (MDc v.4.9)

261 Hotz Rd North Fire run lots 6 and 7

Minimum Distance Calculator - AS3959-2018 (Method 2)

Inputs		Outputs	
Fire Danger Index	55	Rate of spread	1.28 km/h
Vegetation classification	Woodland	Flame length	10.4 m
Understorey fuel load	14.9 t/ha	Flame angle	68.86 °, 74.86 °, 79.86 °, 82.86 °, 84.86 ° & 88.86 °
Total fuel load	17.2 t/ha	Elevation of receiver	4.02 m, 3.9 m, 3.48 m, 2.85 m, 2.45 m & 0 m
Vegetation height	n/a	Fire intensity	11,406 kW/m
Effective slope	3.86 °	Transmissivity	0.868, 0.852, 0.829, 0.805, 0.793 & 0.735
Site slope	3.86 °	Viewfactor	0.4113, 0.3043, 0.2041, 0.1384, 0.1126 & 0.0303
Flame width	100 m	Minimum distance to < 40 kW/m²	12.2 m
Windspeed	n/a	Minimum distance to < 29 kW/m²	16.5 m
Heat of combustion	18,600 kJ/kg	Minimum distance to < 19 kW/m²	24.3 m
Flame	1,200 K	Minimum	34.2 m

12.5 kW/m²

Minimum distance to < 10 kW/m²	40.4 m

Rate of Spread - Mcarthur, 1973 & Noble et al., 1980

Flame length - NSW Rural Fire Service, 2001 & Noble et al., 1980

Elevation of receiver - Douglas & Tan, 2005

Flame angle - Douglas & Tan, 2005

Radiant heat flux - Drysdale, 1999, Sullivan et al., 2003, Douglas & Tan, 2005

FPA AUSTRALIA | FLAMESOL

Calculated December 9, 2022, 12:57 am (MDc v.4.9)

261 Hotz Rd West Fire run lots 5 & 6

Minimum Distance Calculator - AS3959-2018 (Method 2)

Inputs		Outputs	
Fire Danger Index	55	Rate of spread	0 98 km/h
Vegetation classification	Woodland	Flame length	8.449999999999999 m
Understorey fuel load	14 9 t/ha	Flame angle	58 °, 62 °, 66 °, 69 °, 71 ° & 80 °
Total fuel load	17.2 t/ha	Elevation of receiver	3.58 m, 3.73 m, 3.86 m, 3.94 m, 3.99 m & 4.16 m
Vegetation height	n/a	Fire intensity	8,739 kW/m
Effective slope	0 °	Transmissivity	0.88, 0.871, 0.857, 0.844, 0.836 & 0.787
Site slope	0 °	Viewfactor	0.4021, 0.2971, 0.1967, 0.1319, 0.1064 & 0.0283
Flame width	21.25 m	Minimum distance to < 40 kW/m²	9 4 m
Windspeed	n/a	Minimum distance to < 29 kW/m²	11.7 m
Heat of combustion	18,600 kJ/kg	Minimum distance to < 19 kW/m²	15.3 m
Flame temperature	1,200 K	Minimum distance to < 12.5 kW/m²	19.5 m
		Minimum distance to < 10 kW/m²	22 m

Rate of Spread - Mcarthur, 1973 & Noble et al., 1980

FLAMESOL

FPA AUSTRALIA

Calculated September 21, 2023, 6:26 pm (MDc v.4.9)

261 Hotz Rd north fire run lot 3

Minimum Distance Calculator - AS3959-2018 (Method 2)

Inputs		Outputs	
Fire Danger Index	55	Rate of spread	1.14 km/h
Vegetation classification	Woodland	Flame length	9.5 m
Understorey fuel load	14.9 t/ha	Flame angle	60 °, 65 °, 69 °, 72 °, 74 ° & 82 °
Total fuel load	17.2 t/ha	Elevation of receiver	3.74 m, 3.83 m, 3.82 m, 3.73 m, 3.67 m & 2.89 m
Vegetation height	n/a	Fire intensity	10,171 kW/m
Effective slope	2.2 °	Transmissivity	0.876, 0.865, 0.85, 0.835, 0.827 & 0.776
Site slope	2 °	Viewfactor	0.4077, 0.2988, 0.1995, 0.1336, 0.1076 & 0.0288
Flame width	26.56 m	Minimum distance to < 40 kW/m²	10.5 m
Windspeed	n/a	Minimum distance to < 29 kW/m²	13.3 m
Heat of combustion	18,600 kJ/kg	Minimum distance to < 19 kW/m²	17.5 m
Flame temperature	1,200 K	Minimum distance to < 12.5 kW/m²	22.5 m
		Minimum distance to < 10 kW/m²	25.5 m

Rate of Spread - Mcarthur, 1973 & Noble et al., 1980

Flame length - NSW Rural Fire Service, 2001 & Noble et al., 1980

FLAMESOL

FPA AUSTRALIA

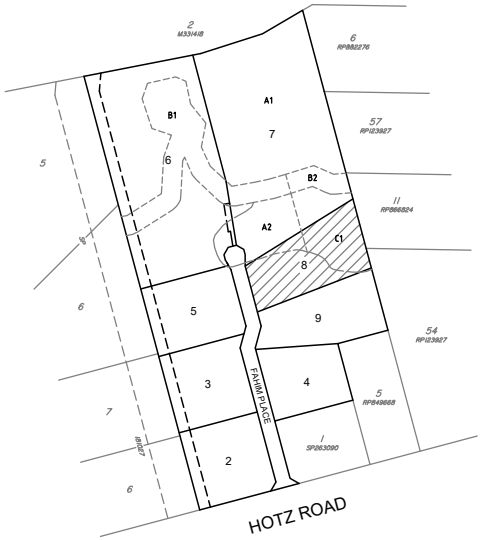
Calculated September 21, 2023, 6:24 pm (MDc v.4.9)

261 Hotz Rd south fire run lot 5

Minimum Distance Calculator - AS3959-2018 (Method 2)

Inputs		Outputs	
Fire Danger Index	55	Rate of spread	0.84 km/h
Vegetation classification	Woodland	Flame length	7.55 m
Understorey fuel load	14.9 t/ha	Flame angle	59 °, 64 °, 68 °, 70 °, 72 ° & 79 °
Total fuel load	17.2 t/ha	Elevation of receiver	3.63 m, 3.89 m, 4.17 m, 4.41 m, 4.57 m & 5.73 m
Vegetation height	n/a	Fire intensity	7,508 kW/m
Effective slope	-2.2 °	Transmissivity	0.881, 0.87, 0.856, 0.842, 0.834 & 0.783
Site slope	-2.5 °	Viewfactor	0.4044, 0.2971, 0.197, 0.1318, 0.1066 & 0.0284
Flame width	26.56 m	Minimum distance to < 40 kW/m²	8.9 m
Windspeed	n/a	Minimum distance to < 29 kW/m²	11.4 m
Heat of combustion	18,600 kJ/kg	Minimum distance to < 19 kW/m²	15.3 m
Flame temperature	1,200 K	Minimum distance to < 12.5 kW/m²	19.9 m
		Minimum distance to < 10 kW/m²	22.6 m

Annexure 3: Building Envelope Plan



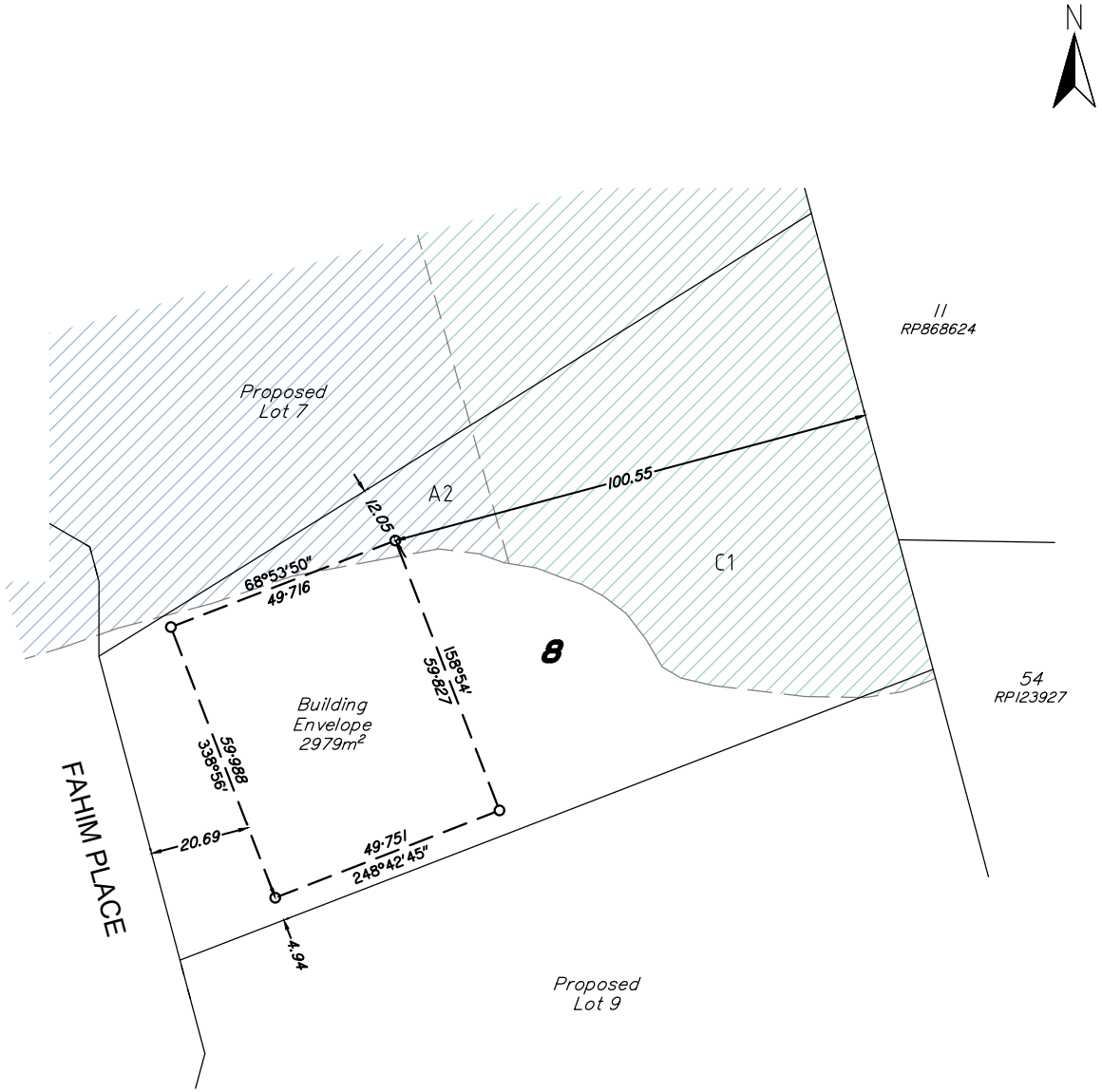
LOCALITY DIAGRAM

Notes;

a. *Clearing of remnant vegetation for a road, buildings, reasonably associated structures, effluent disposal areas and infrastructure is only permitted in area (A2).*

b. *Clearing of remnant vegetation for a boundary fence between allotments 7 & 8 is limited to the extent necessary to establish the fence.*

c. *No building lot envelope or infrastructure other than a boundary fence between allotments 7 & 8 is permitted in area (C1).*



0m 20m 40m 60m 80m 100m

SCALE 1:1000

NOTE:
Area of Base Parcel: 1.35ha

SOMERVILLE CONSULTANTS
TOWN PLANNERS, SURVEYORS & PROJECT MANAGERS
ABN 41 731 627 282 ACN 165 966 629

P PO Box 1198 Springwood, 4127
Ph 07 3423 2066
E roy@roysom.com.au
O Unit 6 & 7 2898-2900 Logan Road, Underwood, QLD, 4119

Note

This plan is not to be used by any other person or corporation for any other purpose.

ISSUE	DATE	REVISIONS	DRAWN
BE	20/10/25	ORIGINAL ISSUE	I.S

legend

- Environmental Conservation Zone (A2)
- Environmental Conservation Zone (C1)

site info

Lot 8 on SP335944
Fahim Place, Logan Village, 4207, Qld

project

Reconfiguring a Lot (1 into 8)

sheet

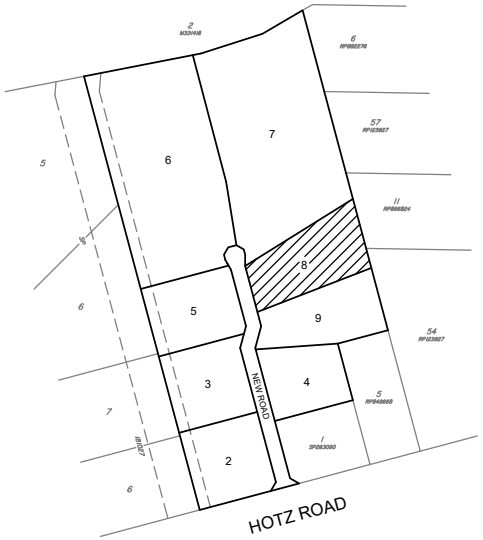
Building Envelope Plan - Lot 8

date	20/10/2025	scale	1:1000 (A3)
drawn	I.S	council	L.C.C
checked	D.H	surveyed	D.H

drawing no.

4730-BE-Lot 8

Annexure 3 B: Disclosure Plan



LOCALITY DIAGRAM

NOTES

EARTHWORKS (GENERAL)

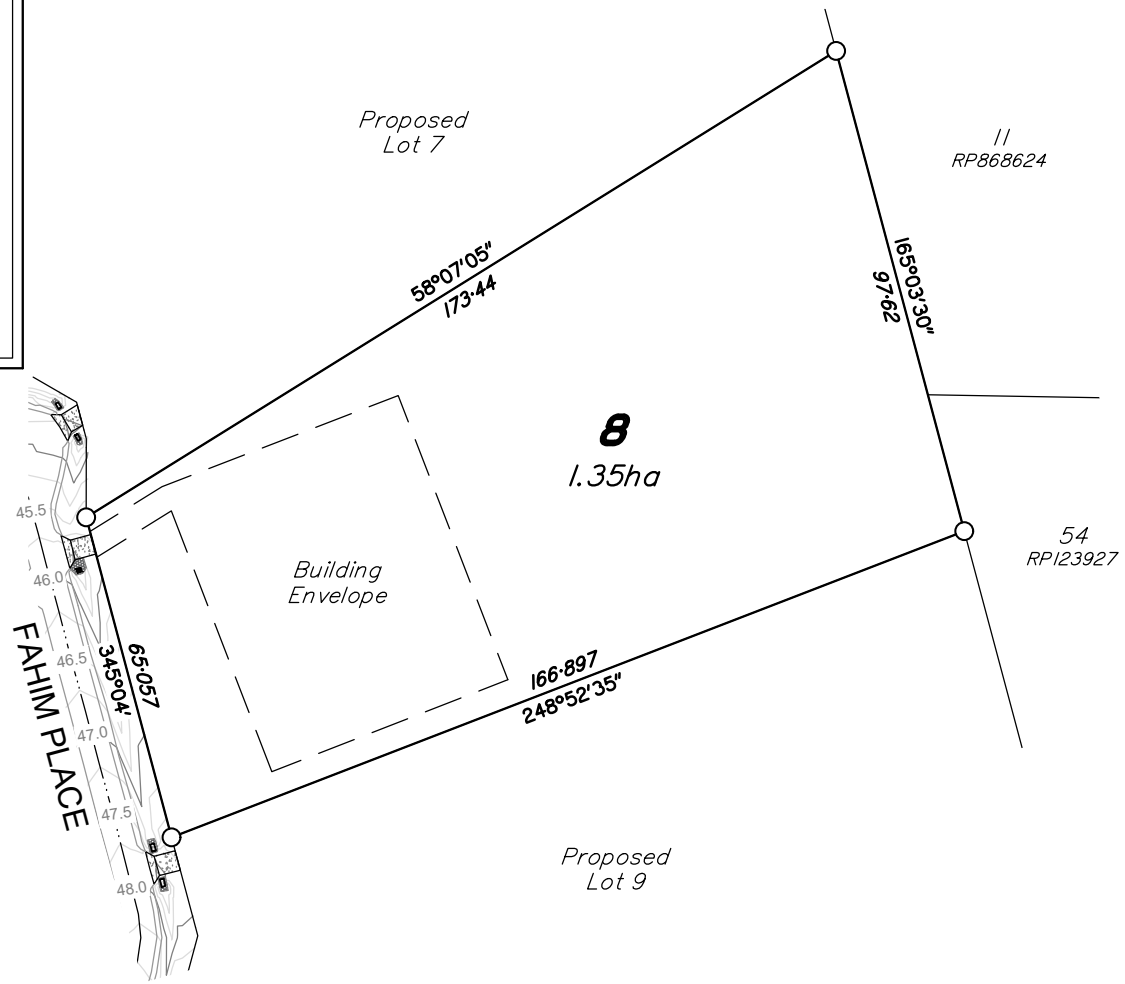
All fill material placed shall be compacted and trimmed to final earthworks levels and profiles shown on the contract drawings and tested in accordance with the project specification.

Depth of fill can be extrapolated using original and proposed surface levels shown.

COMPACTION STANDARDS

The compaction of earth fill will be undertaken in accordance with the requirements of the Australian Standard AS3798-2007.

All earthworks shall be monitored and assessed using a Level 1 inspection and testing plan, carried out by an approved Geotechnical and Inspection Authority. (GITA).



SCALE 1:1000 (A3) 0m 20m 40m 60m 80m

DISCLOSURE PLAN

For Lot 8 (on SP335944)

261-275 HOTZ ROAD, LOGAN VILLAGE, QLD, 4207

Described as Part of:
Lot 2 on SP263090

Locality: Logan Village
Local Authority: Logan City Council

NOTES:

This plan has been prepared for, KM Affordable Homes for the purpose of A DISCLOSURE PLAN UNDER THE LAND SALES ACT 1984.

It is not to be used by any other person or corporation for any other purposes & is subject to the following limitations:

Areas and Dimensions are subject to plan registration and any requirements from council and any other authority which may have requirements under any relevant legislation and subject to the variations permitted by the Contract Terms.

Location of services and lot contours are based on engineering data provided by HCE Engineers:
Project No: 22083 Date: 15/09/23

Location of services and lot contours have been obtained through as-constructed data provided by Somerville Consultants:
Project No: 4730 Date: 14/07/25

Somerville Consultants takes no responsibility for the variation of service locations that may affect a lot.

LEGEND

- CONTOUR MAJOR
- CONTOUR MINOR
- 50.0 MAJOR CONTOUR LABEL
- 49.5 MAJOR CONTOUR LABEL
- CROWN OF ROAD
- EDGE OF BITUMEN
- STORMWATER HEADWALL
- DRIVEWAY CROSSOVER

AUTHORISATION:

05/09/2025

Roy Arthur SOMERVILLE Date:
Cadastral Surveyor

DATE: 05/09/2025	SCALE: 1:1000 (A3)
SURVEYED BY: DH	DRAWN IS
LEVEL DATUM: AHD	CHECKED DH

SOMERVILLE CONSULTANTS
TOWN PLANNERS, SURVEYORS & PROJECT MANAGERS
ABN 41 731 627 282 ACN 165 966 629

DWG NO: 4730-DP-C-8

Annexure 4: Development Conditions

LOGAN
CITY COUNCIL

AMENDED DEVELOPMENT CONDITIONS
RL/222/2008/D

APPLICANT:	**C Tate**
APPLICATION NUMBER:	**RL/222/2008/D**
TYPE & DESCRIPTION:	**Reconfiguring a Lot- Request to Change Development Approval - RL/222/2008**

OFFICER DETAILS

The Assessment Manager for this application was:

Officer Name:	Ingrid Hardwick
Contact Number:	(07) 3412 5269
Please Quote:	RL/222/2008/D (Errors Removed)
Document Number:	8548249/Hardwil:Hardwil

LAND

Development Conditions to apply to the following land:

Street Address:	249-259 Hotz Road, LOGAN VILLAGE QLD 4207, 261-275 Hotz Road, LOGAN VILLAGE QLD 4207
Real Property Description:	Lot 4 RP 849668, Lot 3 RP 849668

CONDITIONS OF DEVELOPMENT:

Approval Conditions

That pursuant to Section 6.1.30 of the *Integrated Planning Act 1997* Council resolve to approve with conditions the Development Application for Reconfiguration of a Lot at 261-275 & 249-259 Hotz Road, Logan Village on land described as L3 & L4 RP849668 Parish Moffatt in accordance with the following.

Develop the site in accordance with the stages identified on the approved Plan of Development with the stages to be developed in the consecutive numeric or alphabetic order of each stage as identified on the plan. The applicant must comply with each condition of this development approval as it relates to each stage, unless otherwise specifically stated in the condition of approval.

a) Development Permit is given for Reconfiguration of a Lot by Subdivision in accordance with Hillocc Pty Ltd drawing editor number 63299ZZ received ~~27 August 2008~~ **14 August 2013** and amended by Council in red, subject to the following conditions:

Development Assessment Engineering Section - Beaudesert Shire Council
State Planning Policy (SPP) 1/03

i) BUSHFIRE RISK ASSESSMENT AND MITIGATION PLAN (BRAMP) - The Applicant is to facilitate the preparation and subsequent submission of a BRAMP for Council approval. The BRAMP is to reflect the approved plan of development and the requirements of the conditions of the development permit noted herein.

The Applicant will be responsible for the implementation of the BRAMP, including the undertaking of any site-specific works required at the development phase, and the provisions of a copy of the approved BRAMP to each of the future landowners. Thereafter, should the

properties be on-sold as a result of the creation of the allotments (ie registration of the Final Plan(s) of Survey), the owner(s) and their successor(s) in title at that time will be responsible for providing the future landowner(s) with a copy of the approved BRAMP.

Note:

1. *Sales literature is to contain details of these requirements. A copy of such sales literature will be submitted for approval by Council's Director Strategy and Development at the time of, or alternatively prior to, submitting the Final Plan(s) of Survey for signing and sealing by Council. Council's records for the subject allotments will be noted to reflect the aforementioned requirements.*

2. *Sales literature is to contain a copy of the BRAMP.*

ii) **STATE PLANNING POLICY (SPP) 1/03** - The proposed development has been identified upon the Bushfire Risk Analysis Maps, produced by the Queensland Fire and Rescue Service (QFRS), as being situated within a natural hazard management area. The QFRS Bushfire Risk Analysis Maps identify the subject lands as part medium bushfire hazard risk and part low bushfire hazard risk. In accordance with the provisions of SPP 1/03, the proposal is considered to be a development commitment and must achieve the following minimum requirements in order to meet the 'unacceptable risk' test outlined in the SPP:

- Provision is to be made for the on-site storage of not less than 5,000 litres (eg accessible dam or tank with fire brigade tank fittings, swimming pool) for fire fighting purposes in association with the future dwellings to be constructed upon proposed Lots 1-9 (inclusive); and

- Efficient unimpaired access is to be provided and maintained to each of the proposed building envelopes upon proposed Lots 1-9 (inclusive) for fire fighting appliances.

The individual landowners will also be required to ensure:

- All buildings and structures constructed upon proposed Lots 1-9 (inclusive) are situated 1.5 times the predominant mature canopy tree heights or 10.0 metres, whichever is the greater, from any hazardous vegetation; and

- All buildings and structures constructed upon proposed Lots 1-9 (inclusive) are situated 10.0 metres from any retained vegetation strips or small areas of vegetation; and

- Once they take occupancy of the dwelling house, the future landowner(s) will be responsible for maintaining an ongoing bushfire fuel reduction program; and

- The site is to be maintained generally in accordance with the recommendations and conclusions determined in the BRAMP established in Condition (i) of this approval.

Note:

1. *Sales literature is to contain details of these requirements. A copy of such sales literature is to be submitted for approval by Council's Director Strategy and Development at the time of, or alternatively prior to, submitting the Final Plan(s) of Survey for signing and sealing by Council. Council's records for the subject allotments will be noted to reflect the aforementioned requirements.*

iii) FIRE FIGHTING - In addition to the provision for domestic water, the householders residing upon proposed Lots 1-9 (inclusive) are to provide and maintain on-site storage of not less than 5,000 litres (eg accessible dam or tank with fire brigade tank fittings, swimming pool) for fire fighting purposes. If water tanks are to be adopted in order to provide the necessary on-site storage, the tank(s) is/are to be made of a fire resistant material (eg concrete) or placed underground.

Note:

1. *Council's records for allotments the subject of this approval will be noted to reflect the requirement for on-site fire fighting water storage.*

Roadworks/Access Driveway/Allotment Earthworks **(Stages 2 & 3)**

iv) **ROADS - NEW** - The new road must have a 4.0 metre wide AC pavement with 2.0 metre wide sealed shoulders within a 20 metre wide road reserve. Designed the cul de sac in accordance with Queensland Street fig 2.12G. Include associated stormwater drainage, signage and linemarking" in the design.

Note

1. The works required by this condition are to be submitted to Council as part of a development application for Operational Works

v) HOTZ ROAD/NEW ROADWAY BETWEEN PROPOSED LOTS 1 AND 4 INTERSECTION – The Applicant is to be responsible for the design and construction of the intersection of Hotz Road and the proposed new roadway between proposed Lots 3 1and 4 9. The intersection is to be designed as a Type A intersection treatment, per the requirements of *Intersections at Grade – Part 5 Austroads (Sydney 1988 Edition)*. The left-turn treatment however is to accord with the 'desirable treatment' identified within *Figure 5.16* of *Intersections at Grade – Part 5 Austroads (Sydney 1988 Edition)*.

The construction of the aforementioned intersection works is to be undertaken in accordance with the provisions of Council's Design and Construction Manual, adopted by Council by resolution, and to the satisfaction of the Director Infrastructure Services. Concrete Kerb and channel is required only on the turning curves at the intersection. The balance of the road widening must have a sealed shoulder 2.0 metre wide

Note:

1. *The works required by this condition will be the subject of a development application for Operational Works.*

2. *The works required by this condition are to be addressed/undertaken/completed prior to the Applicant making written request for the signing and sealing of the Final Plan(s) of Survey associated with the proposed development.*

vi) ~~ROADS - CONNECTION - The Applicant is to make contribution to the upgrading of existing dedicated roads to the access standard required by Council's Planning Scheme Policy 5 - Infrastructure Contributions (PSP5), adopted by Council by resolution.~~

~~In this instance being;~~

~~Connection Roads: $8,280.00 per new lot (2006/2007 Financial Year) for seven (7) lots, such amount to be the value current at the date of lodging the contribution with Council.~~

Note:

~~1. The contribution required by this condition is to be paid to Council at the time of the Applicant making application for signing and sealing of the Final Plan(s) of Survey.~~

Trunk Road Infrastructure Contribution

A contribution must be paid to Council towards Roads and Transport Infrastructure in accordance with Planning Scheme Policy No. 5 (infrastructure Contributions) 2009, based on ~~9.00 VTPD for Stage 1,~~ ~~1~~827.00 VTPD for Stage 2, and 36.00 VTPD for Stage 3. Payment is to be made at the time of lodgement of any survey plan for endorsement. Charges are subject to indexation which will be applied at the time of payment.

Further Advice:

Based on the indexation rates for the June Quarter 2013 the contributions were calculated to be:

Network	Demand Units	Charge
~~Stage 1 - Connecting Roads~~	~~9.00 VTPD~~	~~$10,539.10~~
Stage 2 - Connecting Roads	~~1~~827.00 VTPD	~~$21,078.20~~ $35,182.79
Stage 3 - Connecting Roads	36 VTPD	$42,156.39

Note: charges are subject to indexation which will be applied at the time of payment.

vii) FRONTAGE ROADWORKS - The Applicant is to be responsible for the design and construction of all necessary construction/reconstruction/road widening works associated with Hotz Road. The design and construction of said works is to include all/any necessary pavement works, AC surfacing, stormwater drainage works and sub-surface drainage works, with the works being undertaken in accordance with Council's Design and Construction Manual, adopted by Council by resolution, and to the satisfaction of the Director Infrastructure Services.

Hotz Road is to be constructed/reconstructed for the full frontage of the proposed development plus any necessary associated pavement tapers, unless agreed otherwise in writing with Council's Director Infrastructure Services. Ideally, the roadway pavement should be situated centrally within the road reserve.

Note:

1. *The works required by this condition will be the subject of a development application for Operational Works.*

2. *The works required by this condition are to be addressed/undertaken/completed prior to the Applicant making written request for the signing and sealing of the Final Plan(s) of Survey associated with this stage of the proposed development.*

viii) ACCESS TO COUNCIL ROADS - Access to Council controlled roads is to be designed and constructed in accordance with Council's Design and Construction Manual, adopted by Council by resolution.

The Applicant is to make provision for the construction of suitable access crossovers to proposed Lots 1-9 (inclusive) in accordance with attached Standard Drawing Numbers 50416 Rev A or 50417 Rev A or 50418 Rev A at approved locations and to the satisfaction of the Director Infrastructure Services. The form of the access crossover will be dependent upon the existing topography and the roadway profile to the frontage of the respective allotments.

Note:

1. *The Applicant is to make contact with Council's Designated Representative to confirm that the proposed point(s) of access are adequate prior to the construction of said access crossover(s).*

ix) SEALED ACCESS AND GULLY CROSSINGS – The Applicant is to make provision for the construction of a sealed access and gully crossing for all lots where gullies are to be crossed to access building envelopes in accordance with the attached Minimum Construction Standards adopted by Council by resolution. Gully crossings are to have a Q2 flood immunity; however access to the approved building envelopes should be achievable during a Q100 Rainfall/Runoff Event. The gully crossings will be sized to cater for the flows resulting from a Q2 Rainfall/Runoff Event within the waterway catchment, whilst the floodway/causeway created by the access driveway will need to be sized to cater for the flows resulting from a Q100 Rainfall/Runoff Event within the waterway catchment.

The completed works are to be certified by a Registered Professional Engineer of Queensland (RPEQ) as having been constructed in accordance with good engineering practice to a standard reasonable for a domestic driveway.

Note:

1. *The term 'sealed access' in this instance is taken to include the access crossover and the access driveway from the front property boundary to the location of the approved Building Envelope.*

x) ACCESS LIMITATION - ~~PROPOSED LOTS 1 AND~~ 4 - Access to proposed Lots ~~3~~ **1**and ~~9~~ **4** is to be achieved via the proposed new road. Access to proposed Lots ~~3~~ **1** and ~~9~~ **4** via Hotz Road is denied.

The existing access provisions from Hotz Road to the existing dwelling house upon proposed Lot **4 1** are to be suitably decommissioned and a new access point and crossover is to be established via the proposed new road in accordance with Condition (v) of this approval.

Council's records will be noted to reflect this condition and that failure to comply will be considered a breach of Council's planning scheme.

Note:

1. *Sales literature is to contain details of this condition. A copy of the aforementioned sales literature is to be submitted for the approval of Council's Director Strategy and Development prior to the Applicant making application for signing and sealing of the Final Plan(s) of Survey.*

xi) ROAD AND ALLOTMENT FILLING - All road and allotment filling is to be undertaken in accordance with Section 3.4 of Council's Design and Construction Manual, adopted by Council by resolution, and to the satisfaction of Council's Director Strategy and Development.

In those areas where an existing dam is to be filled and the lands in and about the area of the dam are to be re-worked, said works are to be undertaken in the presence of a suitably qualified Geotechnical Engineer, with said works being to a Level 1 supervision standard.

xii) VEHICLE TURNING AREA - Provide a temporary vehicle turning area for the turning movements of a Heavy Rigid Vehicle at the end of the new road constructed for stage ~~1~~ **2**. This vehicle turning area, which is to be located ~~outside of stage 1~~ **within stage 3,** must be designed in accordance with AS2890.2 and shown on engineering and survey plans. Pave this area in bitumen and provide an appropriate easement in favour of Council. The easement will be rescinded at the time of endorsement of the plan for stage ~~2~~ **3** and land reinstated to present conditions.

Stormwater Management/Stormwater Drainage Works **(Stages 2 & 3)**

xiii) ADVERSE DRAINAGE IMPACT - GENERAL - Drainage from the development works/building works are not the adversely impact upon downstream owners. The Applicant in the initial instance, and thereafter the future property owner(s), are required to submit details of adequate measures to the satisfaction of Council's Director Strategy and Development to offset said impacts if identified.

If the situation eventuates whereby the Applicant is required to submit said documentation for Council approval, said documentation is to be submitted in the form of an Operational Works application. If the situation eventuates whereby the future property owner(s) is/are required to submit said documentation for Council approval, said documentation is to be submitted in the form of an application for Building Works/Plumbing and Drainage Works.

In the event that the required works are of a permanent nature, regardless of whether the works are to be undertaken by the Applicant or the future owner(s), said works are to be:

- Certified by a Registered Professional Engineer of Queensland (RPEQ) as having been constructed in accordance with good engineering practice, with the works being fit for purpose; and

- The works in question are to be maintained by the relevant party. In the case of the Applicant however, responsibility for the maintenance of said works are to revert to the landowner(s) upon the completion of a successful Off Maintenance inspection.

Water Supply Reticulation Works

xiv) MINIMUM WATER STORAGE - Provision of a minimum 45,000 litres (nominal) of on-site water storage for domestic purposes upon proposed Lots 1-9 (inclusive).

Sales literature is to contain details of these requirements and in particular the indicative costs associated with the purchase and installation of said water storage provisions. A copy of such sales literature is to be submitted for approval by Council's Director Strategy and Development at the time of, or alternatively prior to, submitting the Final Plan(s) of Survey for signing and sealing by Council.

Note:

1. *While the provision of suitable on-site water storage upon proposed Lots 1-3 and 5-9 is to occur in association with the construction of a dwelling house upon the subject allotments, the Applicant is to demonstrate that said provisions exist upon proposed Lot 4 prior to making application for signing and sealing of the Final Plan(s) of Survey.*

2. *Council's records for allotments the subject of this approval will be noted to reflect the requirement for the on-site storage of a minimum of 45,000 litres (nominal) of water for domestic purposes for proposed Lots 1-9 (inclusive).*

~~xv) PARTIAL WATER SUPPLY HEADWORKS CONTRIBUTION - The Applicant is to make contribution towards the design and construction of Council's Water Reticulation Network/Facilities by way of a Water Supply Headworks contribution, said contribution being determined in accordance with Council's Planning Scheme Policy 5 - Infrastructure Contributions (PSP5), adopted by Council by resolution.~~

~~In this instance being:~~

- ~~Water Supply Contribution: $3,008.00 (2006/2007 Financial Year) per new lot for seven (7) lots, such amount to be the value current at the time of lodging the contribution with Council.~~

~~*Note:*~~

~~1. *The contribution required by this condition is to be paid to Council at the time of the Applicant making application for signing and sealing of the Final Plan(s) of Survey.*~~

On-site Wastewater Disposal Provisions

xv) **ON-SITE SEWAGE TREATMENT FACILITY** - All wastewater from households is to be treated and disposed of on each individual allotment within the building envelope area(s) unless otherwise approved by Council. The following treatment and disposal systems may be utilised in accordance with Council's Subordinate Local Law No. 7.10 (On-site Sewage Facility) (1999 as amended), subject to the provision of a satisfactory Site and Soil Evaluation:

- Aerated sewage treatment plant with effluent disposal by surface irrigation;
- Constructed in-ground aerobic sand filter sewage treatment system with effluent disposal by surface irrigation.

The wastewater treatment and disposal systems will need to be designed having due regard for the Department of Local Government and Planning 'On-site Sewerage Code' and Council's Planning Scheme Policy 9 'On-site Domestic Wastewater Management' (PSP9), adopted by Council by resolution.

Note:

1. *Sales literature is to contain details of these requirements, indicative costs of installation and ongoing licensing and maintenance costs. A copy of such sales literature is to be submitted for approval by Council's Director Strategy and Development at the time of, or alternatively prior to, submitting the Final Plan(s) of Survey for signing and sealing by Council.*

2. *Council's records for allotments the subject of this approval will be noted to reflect the requirement for on-site treatment and disposal or other approved alternative method.*

Electrical Reticulation Works

xvi) ELECTRICITY - Provision of electricity supply from the State electricity grid through the State authorised supplier to all lots within the development or production of evidence of satisfactory arrangements for such supply having been made; such supply to be on normal supply tariffs. Consumer power lines not contained wholly within the proposed allotment serviced by the line are to be either relocated accordingly or incorporated within a service easement to be registered on the Final Plan(s) of Survey for the reconfiguration.

Note:

1. *Provision of electricity supply is deemed to be that which satisfies normal domestic demand and is available at sufficient power to satisfy that demand at the closest identified building site to the property frontage.*

xvii) WORKS - APPLICANT'S EXPENSE - All works, services, facilities and/or public utility alterations required by this approval or stated condition/s, whether carried out by the Council or otherwise, are to be at the Applicant's expense unless otherwise specified.

Parks Contribution

xviii) ~~PARKS CONTRIBUTION - Contribution to park provision for all lots in accordance with Council's Policy as adopted by Council by resolution. The amount of such contribution is to be the value current at the time of lodgement with Council. The current value of such contribution is $3,833.00 per new lot for seven (7) lots.~~

~~*Note:*~~

~~*1. The contribution required by this condition is to be paid to Council at the time of the Applicant making application for signing and sealing of the Final Plan(s) of Survey.*~~

A contribution must be paid to Council towards Parks and Recreation Infrastructure in accordance with Planning Scheme Policy No. 5 (infrastructure Contributions) 2009, ~~based on one (1) additional lot for Stage 1, two (2)~~ three (3) additional lots for Stage 2, and four (4) additional lots for Stage 3. Payment is to be made at the time of lodgement of any survey plan for endorsement. Charges are subject to indexation which will be applied at the time of payment.

Further Advice:

Based on the indexation rates for the June Quarter 2013 the contributions were calculated to be:

Network	Demand Units	Charge
~~Stage 1 - Parks~~	~~1 additional lot~~	~~$8,795.70~~
Stage 2 - Parks	~~2~~ 3 additional lots	~~$17,591.40~~ $26,387.09
Stage 3 - Parks	4 additional lots	$35,182.79

Note: charges are subject to indexation which will be applied at the time of payment.

Sediment and Erosion Control

xix) **EROSION CONTROL** - The Applicant is responsible for the implementation of erosion control measures designed to minimise soil movement and to minimise silt loads entering drainage lines and watercourses as a result of either the development works/building works.

The Applicant in the initial instance, and thereafter the future property owner(s), are to note that they are to be held responsible for the removal of any soil eroded and transferred from the site to adjacent properties or drainage systems as a result of the construction of the development works/building works.

Miscellaneous Works

xx) **CONSERVATION ENVELOPES** - The Applicant is to provide for the establishment of conservation envelope(s) that take in the areas of the remnant vegetation situated upon the subject site in accordance with the Department of Natural Resources and Water (DNRW) Referral Agency Response dated 6 October, 2006.

The conservation envelope(s) is/are to be shown on the same copy of the Final Plan(s) of Survey fir each allotment that the designated building envelopes are shown. The conservation envelope(s) is/are to be drawn to scale with dimensional ties to the property boundaries sufficient to enable the establishment of the conservation envelope(s) by a third party should the need arise. The Applicant is further responsible for ensuring that the area of the conservation envelope(s) is/are suitably pegged prior to the submission of a written request for signing and sealing of the Final Plan(s) of Survey.

xxi) **CLEARING OF VEGETATION** - The clearing of vegetation within the area of the approved conservation envelope(s) is not permitted. The owner(s) of the respective properties however, may maintain the area of the conservation envelope(s), which will be taken to include:

- The clearing of declared plants and dead and diseased vegetation, and the maintenance of any lands within twenty (20) metres of the existing/future dwelling house(s) and any associated building structures, so as to minimise the potential fire hazard risk (ie removal of excessive bushfire fuel loadings).

No healthy upper or mid-storey vegetation is to be removed.

xxii) **BUILDING ENVELOPES** - The Applicant is to identify individual building envelopes upon proposed Lots 1-9 (inclusive). The building envelopes to be established upon proposed Lots 1, **2 &**-3 and 5-9 are to be suitable for the construction of a future dwelling house upon said allotments, while the building envelope to be established upon proposed Lot **4 1** is to be suitable to take in the area of the existing dwelling house, the associated wastewater treatment and disposal facilities/areas, the existing/proposed on-site water storage provisions and any associated building structures. The location of the building envelopes are to be determined by a suitably qualified Consultant(s) on behalf of the Applicant and to the satisfaction of the Director Strategy and Development.

In siting the individual building envelopes, the Applicant's representative is to have regard to:

- Town Planning Issues: retention of trees, access to prevailing breezes and light;

- Engineering Issues: fire hazard risk, slope, slope stability, localised flooding, effluent disposal, service provisions, localised stormwater runoff and vehicular access.

The building envelopes to be provided for upon proposed Lots 1, **2 &**-3 and 5-9 are to be limited to a maximum area of 2,500-3,000m^2. The building envelope to be provided for upon proposed Lot **4 1** however is to be of sufficient size to take in the area of the existing dwelling

house, the associated wastewater treatment and disposal facilities/areas, the existing on-site water storage provisions and any associated building structures. The extent of the building envelope to be provided for upon proposed Lot 4 1 is to be agreed with Council's Director Strategy and Development.

Construction within the area of the approved Building Envelope

All buildings and other improvements (including pools, cut/fill batters, water storage provisions, sewerage treatment and disposal areas, etc) are to be located entirely within the designated building envelope unless approved otherwise by Council's Manager Development Assessment; the only exception being the siting of access driveways and services.

In the event that the future property owner(s) in undertaking the construction of a dwelling house, desire(s) the siting of the effluent disposal areas outside the area of the approved designated building envelope, said owner(s) will need to:

- Make written request to Council's Manager Development Assessment outlining why the proposed effluent disposal area cannot be sited within the bounds of the approved building envelope area; and

- Provide written confirmation from the person(s) undertaking the design of the wastewater treatment and disposal system and/or other suitably qualified persons that the area within which it is proposed to site said wastewater disposal area:

  (a) Meets statutory setbacks from all/any waterway/water bodies present upon the subject property;

  (b) Will not result in the removal of any remnant vegetation;

  (c) Will not compromise the stability of the landform in and about the area of the proposed development.

Construction outside the area of the approved Building Envelope

Development outside the designated building envelope approved by Council other than that referenced herein is unlikely to be supported by Council.

Note:

1. *Generally, the use of land outside the building envelope is to be of a passive recreational nature and is to have minimal impact on vegetation and the natural environment.*

xxiii) BUILDING ENVELOPE(S) - PLAN OF SURVEY - Provision of a copy of the Final Plan(s) of Survey for each allotment, on which the designated building envelope has been drawn to scale with dimensioned ties to the property boundaries sufficient for use by a third party.

Note:

1. *All building envelopes are to be pegged in the field prior to the Applicant making application for signing and sealing of the Final Plan(s) of Survey.*

xxiv) BUILDING ENVELOPE AMENDMENTS - Any proposal to amend the location, orientation or shape of a designated building envelope is to require separate application and approval. Council shall not give favourable consideration to any such application that increases the area of the site beyond the approved designated building envelope or, alternatively, causes loss of fauna habitat or vegetation above which would have occurred on the original site.

Landowners are to be responsible for showing any approved amendments to the designated building envelope on a Plan of Survey and for re-pegging the amended location on site.

No amendment shall be:

- Allowed that reconfigures the envelope into smaller groups or alters the shape from a regular, contiguous shape; or

- Permitted where the initial premise for the establishment of the building envelope is compromised; or

- Permitted after clearing of a designated building envelope has occurred.

xxv) **SURVEYOR TO CERTIFY** - The Surveyor is to certify that:

- The existing dwelling house, the associated on-site water storage provisions and the wastewater treatment and disposal facilities/areas are wholly contained within the bounds of proposed Lot 4 1; and

- The associated building structure(s) are wholly contained within the bounds of proposed Lot 4 1; and

- The existing dwelling house situated upon proposed Lot 4 1 has provision for the on-site storage of a minimum of 45,000 litres of water for domestic purposes. In the event that the existing provisions are deficient, the Applicant is to make provision for additional on-site storage provisions such that a minimum 45,000 litres on-site water storage is achieved, prior to making written application for signing and sealing of the Final Plan(s) of Survey; and

- Any existing dams, including all associated works (ie the dam wall, dam inlet and outlet works) are wholly contained within the allotment within which the body of the dam is situated (ie no dams or a portion thereof are to straddle a property boundary); and

- The overflows associated with existing dams do not interfere with, nor impact adversely, upon downstream properties.

In the event that one or more of the aforementioned building structures straddles the boundary of the newly proposed boundaries and/or does not meet adequate setbacks to the newly proposed boundaries, the Applicant will need to either alter the proposed configuration or alternatively demolish the offending structures. If the Applicant elects to demolish one (1) or more of the structures, the Applicant is required to submit an application for Building Approval authorising the demolition of said structures.

Note:

1. *The certification required by this condition is to be submitted at the time of the Applicant making application for signing and sealing of the Final Plan(s) of Survey.*

Administrative Provisions

xxvi) **PAYMENT RATES AND CHARGES** - Payment of all rates, charges or expenses that are in arrears or remain a charge over the land under the provisions of the *Local Government Act 1993* or any other relevant Act.

Note:

1. *The payment of all rates, charges or expenses referenced herein are to be paid to Council at or before the time of the Applicant making application for signing and sealing of the Final Plan(s) of Survey. Council will not sign and seal the Final Plan(s) of Survey while rates, charges or expenses against the subject property remain outstanding.*

Approval Conditions (Referral Agency)

Concurrence Agency – Department of Natural Resources and Water

The approval is subject to the conditions indicated on the attached Concurrence Agency response dated 9 December 2008.

Further Advice

The Applicant is further advised that:

a) **DEVELOPMENT APPROVAL CONDITIONS ATTACH TO LAND** - Development Approvals that include conditions and any modification, attach to the land and are binding on the owner/s, the owner/s successors in title and any occupier of the land pursuant to Section 3.5.28 of the *Integrated Planning Act 1997*.

b) **VEGETATION MANAGEMENT ACT 1999 AND THE CULTURAL HERITAGE ACT 2003** - This approval in no way restricts or inhibits the provisions of the *Vegetation Management Act 1999* nor the *Aboriginal Cultural Heritage Act 2003*. The Applicant will need to satisfy himself that in undertaking the proposed development works that his actions will not contravene the provisions of the aforementioned Acts.

c) The applicant be advised that Council will not support further subdivision of proposed Lot 6 and 7.

Appeal Rights

The *Integrated Planning Act 1997* details your appeal rights regarding this decision.

The applicant and owner are further advised:-

It is the owner's and occupants responsibility under the *Environmental Protection Act 1994* to advise the Chief Executive of the Environmental Protection Agency, of any Notifiable Activity conducted on the site or contamination or suspected contamination which may cause a hazard to human health or the environment within 30 days of becoming aware of the operation of a Notifiable Activity on the site or of any contamination or suspected contamination. The Chief Executive, pursuant to the Act, is empowered to require that the development complies with the provisions of the Act, including the preparation of site investigation reports and if necessary the remediation of the site at the owners expense.

DECISION

That in accordance with delegation to the Development Assessment Manager under Section 277 of the *Local Government Act 2009* it is recommended that in accordance with the matters set out in the submission to the Delegate and the recommendation of the officer, I am satisfied that the conditions accord with relevant standards and the *Sustainable Planning Act 2009* where applicable and as such approve the above conditions.

Dated the 13th day of September 2013

.....

Stephen Ball
Program Leader Development Assessment
Strategy and Outcomes
AS DELEGATE OF THE COUNCIL