

# Contract for Houses and Residential Land

Eighteenth 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 houses and residential land in Queensland except for new residential property in which case the issue of GST liability must be dealt with by special condition.

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

#### **REFERENCE SCHEDULE**

If no date is inserted, the Contract Date is the date on which the last party signs the Contract Contract Date: SELLER'S AGENT NAME: ABN: LICENCE NO: ADDRESS: POSTCODE: SUBURB: STATE: PHONE: MOBILE: FAX: EMAIL: SELLER NAME: ABN: ADDRESS: SUBURB: STATE: POSTCODE: PHONE: MOBILE: FAX: EMAIL: 07 3305 8600 ABN: NAME: ADDRESS: POSTCODE: SUBURB: STATE: PHONE: MOBILE: FAX: EMAIL: SELLER'S SOLICITOR or any other solicitor notified to the Buyer NAME: REF: CONTACT: ADDRESS:

#### 

BUYER

3478-5157-6082v2

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

NAME:						ABN:		
ADDRESS:								
SUBURB:				STATE:		POSTCOD	DE:	
PHONE:	MOBILE:	FA>	κ:	EMAIL:				
NAME:		· · ·		·		ABN:		
ADDRESS:								
SUBURB:				STATE:		POSTCOD	DE:	
PHONE:	MOBILE:	FA>	K:	EMAIL:				
						ABN:		
ADDRESS:								
SUBURB:				STATE:	QLD	POSTCOD	DE:	
PHONE:	MOBILE:	FA>	K:	EMAIL:				
BUYER'S AGENT (//	f applicable)							
NAME:	,							
ABN:			LIC	ENCE NO:				
ADDRESS:								
SUBURB:				STATE:		POSTCO		
PHONE:	MOBILE:	FA>	K:	EMAIL:		FUSICO	DL.	
BUYER'S SOLICITO	DR					■ 0I	r any other solicitor i	notified to the Seller
NAME:								
REF:		CO	NTACT:					
ADDRESS:								
SUBURB:				STATE:		POSTCO	DE:	
PHONE:	MOBILE:	FA>	<b>K</b> :	EMAIL:				
PROPERTY								
	l Propo	osed Lot 537	78					
Land: ADD	DRESS:							
SUE	BURB: White	Rock			STATE:	QLD	POSTCODE:	4306
	Built	On 🙀 Vacan	t					
Description:		oposed Lot	5378					
		P 342596						
Title Reference:	To issue							
Area:	400m2	■ <i>m</i>	nore or less La	nd sold as:	X Freehold	Leaseho		er is selected, the land d as being Freehold

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Present Use:			
Local Government			—
Excluded Fixtures:			
Included Chattels:			
PRICE			
Deposit Holder:	STOCKLAND (QUEENSLAND) PTY LTE	O ACN 009 855 958	
Deposit Holder's Trus	t Account: STOCKLAND (QUEENSLAN	ID) PTY LTD TRUST ACCOUNT	
	Bank: WESTPAC BANKING CORPOR	ATION	
	BSB: 034 002 Acco	unt No: 691 904	
		Cyber Warning	٦
lawyers and	d real estate agents. <u>BEFORE</u> you pay a ou or contained in this Contract, you sh	s by sending fraudulent electronic communications (emails) impersonating ny funds to another person or company using information that has been ould contact the intended recipient by telephone to verify and confirm the ils that have been provided to you.	
	1		
Purchase Price:	\$	<ul> <li>Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.</li> </ul>	
Deposit:		Initial Deposit payable on the day the Buyer signs this contract unless another time is	
		specified below.	
	The amount equal to of the Purchase Price	I	
	less the amount of the Initial Deposit being:		
Default Interest Rate:	%	<ul> <li>If no figure is inserted, the Contract Rate applying at the Contract Date published by th</li> </ul>	e
		Queensland Law Society Inc will apply.	
FINANCE			
Finance Amount:	\$	<ul> <li>Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.</li> </ul>	
Financier:			
Finance Date:			
BUILDING AND/OR P	EST INSPECTION DATE		
Inspection Date:		<ul> <li>If "Inspection Date" is not completed, the contract not subject to an inspection report and clause 4.1 does not apply.</li> </ul>	is
MATTERS AFFECTIN	G PROPERTY		
Title Encumbrance	2S <i>:</i>		
Is the Property sold	subject to any Encumbrances?	✓ Yes, listed below:	

		ENCUMBRANCES PERMITTED ( ENCUMBRANCES OR STATU		AUSE WARNING TO SELLER: You are required t disclose all Title Encumbrances which will re after settlement (for example, easements on in favour of other land and statutory easeme sewerage and drainage which may not appe title search). Failure to disclose these may e Buyer to terminate the contract or to compen- is NOT sufficient to state "refer to title", "sea reveal", or similar.
Tenancies:				
TENANTS NAME:				with vacant possession from settlement, insert 'Nil'. Oth n Residential Tenancy Agreement.
TERM AND OPTIONS:				
STARTING DATE OF	rerm:	ENDING DATE OF TERM: RE	NT:	BOND: \$
Managing Agent:				
AGENCY NAME: NO		BLE		
PROPERTY MANAGE	R:			
ADDRESS:				
SUBURB:			STATE:	POSTCODE:
PHONE:	FAX:	MOBILE:		EMAIL:
✓ Yes		l or on adjacent land used in ass is there a Pool Compliance Cert		WARNING TO SELLER: Under clause 5.3(1)(e) the Seller must provid Compliance Certificate at settlement. If there Pool Compliance Certificate at the Contract must give a Notice of No Pool Safety Certific the Buyer prior to entering into this contract.
of contract?			·	
ELECTRICAL SAFETY	SWITCH AN	ID SMOKE ALARM		This section must be completed unless the Land is vaca
	ice to the E	Buyer that an Approved Safety S	witch for the General	
The Seller gives not Purpose Socket Out (select whichever is Installed in the resi	<i>applicable</i> dence	)		WARNING: By giving false or misleading ini in this section, the Seller may incur a penali Seller should seek expert and qualified advi completing this section and not rely on the S Agent to complete this section.

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The Seller gives notice to the Buyer in accordance with Section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* that the Land: (select whichever is applicable)

- is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land or
- is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

#### GST WITHHOLDING OBLIGATIONS

Is the Buyer registered for GST and acquiring the Land for a creditable purpose? (select whichever is applicable)

Yes

K No

Note: An example of an acquisition for a creditable purpose would be the purchase of the Land by a building contractor, who is registered for GST, for the purposes of building a house on the Land 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 <i>is not</i> required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property
X	the Buyer <i>is</i> 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: 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.
- WARNING: the Buyer warrants in clause 2.5(6) that this information is true and correct.
- 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.

#### SPECIAL CONDITIONS

THE SPECIAL CONDITIONS IN ANNEXURE A, THE ADDITIONAL SPECIAL CONDITIONS IN ANNEXURE B, ANNEXURE C, ANNEXURE D, ANNEXURE E, ANNEXURE F AND ANNEXURE G

SETTLEMENT

<ul> <li>or any later date for settlement in accordance with clauses 6.2, 6.3, 10.5, 11.4 or any other provision of this Contract.</li> </ul>		
<b>WARNING:</b> The Settlement Date as stated may change. Read clauses 6.2, 6.3, 10.5 and 11.4. If you require settlement on a particular date, seek legal advice prior to signing.		
<ul> <li>If Brisbane is inserted or this is not completed, this is a reference to Brisbane CBD.</li> </ul>		

#### 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:		WITNESS:	
BUYER:		WITNESS:	
BUYER:		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.		[ <i>Note:</i> No witness is required if the Buyer signs using an Electronic Signature]
SELLER:		WITNESS:	
•			
SELLER:		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.		[ <i>Note:</i> No witness is required if the Seller signs using an Electronic Signature]

**TERMS OF CONTRACT** FOR HOUSES AND RESIDENTIAL LAND

#### 1. DEFINITIONS

- 1.1 In this contract, terms in **bold** in the Reference Schedule have the meanings shown 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) **"Bond"** means a bond under the Residential Tenancies and Rooming Accommodation Act 2008;
  - (g) "Building Inspector" means a person licensed to carry out completed residential building inspections under the Queensland Building and Construction Commission Regulations 2003;
  - (h) "Business Day" means a day other than:
    - (i) a Saturday or Sunday;
    - (ii) a public holiday in the Place for Settlement; and
    - (iii) a day in the period 27 to 31 December (inclusive);
  - (i) "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;
  - (j) "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;
  - (k) "Court" includes any tribunal established under statute;
  - "Digitally Sign" and "Digital Signature" have the meaning in the ECNL;
  - (m) "ECNL" means the Electronic Conveyancing National Law (Queensland);
  - (n) "Electronic Conveyancing Documents" has the meaning in the Land Title Act 1994;
  - (o) "Electronic Lodgement" means lodgement of a document in the Land Registry in accordance with the ECNL;
  - (p) "Electronic Settlement" means settlement facilitated by an ELNO System;
  - (q) "Electronic Signature" means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
  - (r) "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;
  - (s) "ELNO" has the meaning in the ECNL;
  - (t) "ELNO System" means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
  - (u) "Encumbrances" includes:
    - (i) unregistered encumbrances;
    - (ii) statutory encumbrances; and
    - (iii) Security Interests;
  - (v) **"Essential Term"** includes, in the case of breach by:

- (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
- (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a)-(e), 5.5 and 6.1;

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

- (w) **"Extension Notice"** means a notice under clause 6.2(1);
- (x) **"Financial Institution"** means a Bank, building society or credit union;
- (y) "Financial Settlement" means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (z) "Financial Settlement Schedule" means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (aa) "General Purpose Socket Outlet" means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;"GST" means the goods and services tax under the GST Act;
- (bb) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and includes other GST related legislation;
- (cc) **"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.
- (dd) "Improvements" means all fixed structures on the Land 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;
- (ee) "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;
- (ff) "Outgoings" means rates or charges on the Land by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax;
- (gg) "Pest Inspector" means a person licensed to undertake termite inspections on completed buildings under the Queensland Building and Construction Commission Regulations 2003;
- (hh) "Pool Compliance Certificate" means:
  - (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
  - 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;
- (ii) "PPSR" means the Personal Property Securities Register established under *Personal Property Securities Act 2009 (Cth)*;
- (jj) "Property" means:
  - (i) the Land;
  - (ii) the Improvements; and
  - (iii) the Included Chattels;
- (kk) **"Rent"** means any periodic amount payable under the Tenancies;
- (II) "Reserved Items" means the Excluded Fixtures and all chattels on the Land other than the Included Chattels;
- (mm) "Security Interests" means all security interests registered on the PPSR over Included Chattels and Improvements;

- "Services" means infrastructure for the provision of (nn) services including water, gas, electricity, telecommunications, sewerage or drainage;
- "Smoke Alarm Requirement Provision" has the (00)meaning in section 104RA of the Fire and Emergency Services Act 1990;
- "Transfer Documents" means: (pp)
  - the form of transfer under the Land Title Act 1994 (i) required to transfer title in the Land to the Buyer; and
  - any other document to be signed by the Seller (ii) necessary for stamping or registering the transfer;
- "Transport Infrastructure" has the meaning defined in (qq) the Transport Infrastructure Act 1994; and
- "Withholding Law" means Schedule 1 to the Taxation (rr) Administration Act 1953 (Cth).

#### 2. PURCHASE PRICE

#### 2.1 GST

- Unless otherwise specified in this contract, the Purchase (1) Price includes any GST payable on the supply of the Property to the Buver.
- (2) If a party is required to make any other payment or reimbursement under this contract, that payment or reimbursement will be reduced by the amount of any input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled.

#### 2.2 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.
- The Buyer will be in default if it: (2)does not pay the Deposit when required; (a)
  - (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 2.2(4), if the Buyer:
  - effects an electronic transaction to pay all or part of the (a) 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
  - does not take any action to defer the payment to the (c) 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.

- If the Buyer has complied with clause 2.2(3) but the Deposit (4)Holder has not received the payment by the due date:
  - the Seller may give the Buyer notice that the payment (a) has not been received by the Deposit Holder; and
  - if the payment has not been paid into the account of the (b) Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.2.(4)(a) is given to the Buyer then clause 2.2(3) will not apply and the Buyer will be in default.
- The Seller may recover from the Buyer as a liquidated debt (5) any part of the Deposit which is not paid when required.

#### 2.3 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:
- invest as much of the Deposit as has been paid with any (3) Financial Institution in an interest-bearing account in the names of the parties; and
- provide the parties' tax file numbers to the Financial (4) Institution (if they have been supplied).

#### 2.4 **Entitlement to Deposit and Interest**

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

- if this contract is terminated owing to the Buyer's default, (c) the Seller.
- The interest on the Deposit must be paid to the person who is (2)entitled to the Deposit.
- If this contract is terminated, the Buyer has no further claim (3) once it receives the Deposit and interest, unless the termination is due to the Seller's default or breach of warranty.
- (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

#### 2.5 Payment of Balance Purchase Price

- On the Settlement Date, the Buyer must pay the Balance (1) Purchase Price by bank cheque as the Seller or the Seller's Solicitor directs.
- Despite any other provision of this contract, a reference to a (2)"bank cheque" in clause 2.5:
  - includes a cheque drawn by a building society or credit (a) union on itself;
  - does not include a cheque drawn by a building society or (b) credit union on a Bank:

and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.

- If both the following apply: (3)
  - the sale is not an excluded transaction under s14-215 of (a) 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
      - a variation notice under s14-235 of the (ii) Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- for clause 2.5(1), the Seller irrevocably directs the Buyer (c) 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:
- the Buyer must lodge a Foreign Resident Capital Gains (d) 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:
- the Seller must return the bank cheque in paragraph (c) (e) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
- the Buyer must pay the CGT Withholding Amount to the (f) 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.
- For clause 2.5(3) and section14-215 of the Withholding Law, (4) 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:
  - the Property includes items in addition to the Land and (a) Improvements; and
  - no later than 2 Business Days before the Settlement (b) Date, the Seller gives the Buyer a valuation of the Land and Improvements prepared by a registered valuer,

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

- If the Buyer is required to pay the GST Withholding Amount (5) to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
  - the Seller must give the Buyer a notice in accordance (a) with section 14-255(1) of the Withholding Law;
    - prior to settlement the Buyer must lodge with the ATO: a GST Property Settlement Withholding (i)
      - Notification form ("Form 1"); and
      - a GST Property Settlement Date Confirmation (ii) form ("Form 2");
  - (c) on or before settlement, the Buyer must give the Seller copies of:
    - the Form 1; (i)

(b)

- confirmation from the ATO that the Form 1 has (ii) been lodged specifying the Buyer's lodgement reference number and payment reference number;
- confirmation from the ATO that the Form 2 has (iii) been lodged; and
- a completed ATO payment slip for the Withholding (iv) Amount;
- (d) 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
- the Seller must pay the GST Withholding Amount to the (e) ATO in compliance with section 14-250 of the Withholding Law promptly after settlement
- The Buyer warrants that the statements made by the Buyer in (6) the Reference Schedule under GST Withholding Obligations are true and correct.

#### 2.6 Adjustments

- Rent and Outgoings must be apportioned between the parties (1) in accordance with this clause 2.6 and any adjustments paid and received on settlement so that:
  - the Seller is liable for Outgoings and is entitled to Rent (a) up to and including the Settlement Date; and.
  - the Buyer is liable for Outgoings and is entitled to Rent (b) after the Settlement Date.
- Subject to clauses 2.6(3), 2.6(5) and 2.6(14), Outgoings for (2) periods including the Settlement Date must be adjusted: for those paid, on the amount paid; (a)
  - for those assessed but unpaid, on the amount payable (b) (excluding any discount); and
  - (c) for those not assessed:
    - on the amount the relevant authority advises will (i) be assessed (excluding any discount); or
    - if no advice on the assessment to be made is (ii) available, on the amount of the latest separate assessment (excluding any discount).
- If there is no separate assessment of rates for the Land at the (3) Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
  - the amount of rates to be adjusted is that proportion of (a) the assessment equal to the ratio of the area of the Land to the area of the parcel in the assessment; and
  - if an assessment of rates includes charges imposed on a (b) "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.
- (4) The Seller is liable for land tax assessed on the Land 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 Land on payment of a specified amount, then 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
- Any Outgoings assessable on the amount of water used must (5) 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.
- If any Outgoings are assessed but unpaid at the Settlement (6) Date, then 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 2.6(2).
- (7) Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- Unpaid Rent for the rental period including both the (8) Settlement Date and the following day ("Current Period") is not adjusted until it is paid.

- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10)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 2.6(7), 2.6(8) and 2.6(9).
- Payments under clause 2.6(10) must be made within 14 days (11)after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (12) The cost of Bank cheques payable at settlement:
  - to the Seller or its mortgagee are the responsibility of the (a) Buver: and
  - to parties other than the Seller or its mortgagee are the (b) responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement.
- (13) 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.
- Upon written request by the Buyer, the Seller will, before (14) settlement, give the Buyer a written statement, supported by reasonable evidence. of
  - all Outgoings and all Rent for the Property to the extent (a) 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
  - any other information which the Buyer may reasonably (b) require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.

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

#### **FINANCE** 3.

- 3.1 This contract is conditional on the Buyer obtaining approval of a Ioan 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.
- 3.2 The Buyer must give notice to the Seller that:
  - (1) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
    - (2) the finance condition has been either satisfied or waived by the Buyer.
- 3.3 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4 The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

#### 4. **BUILDING AND PEST INSPECTION REPORTS**

- 4.1 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).
- 4.2 The Buyer must give notice to the Seller that:
  - a satisfactory Inspector's report under clause 4.1 has not (a) been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
    - clause 4.1 has been either satisfied or waived by the (b) Buyer.
- 4.3 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.
- 4.4 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- The Seller's right under clause 4.4 is subject to the Buyer's 4.5 continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2.

#### 5. SETTLEMENT

- 5.1 Time and Date
  - Settlement must occur: (1)

- (a) between 9am and 4pm AEST on the Settlement Date; and
- subject to clause 5.1(2), in the Place for Settlement at (b) the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- If the Seller has not nominated an office under clause (2) 5.1(1)(b) 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 61(2)(c) of the Property Law Act 1974 applies.

#### Transfer Documents 5.2

- The Transfer Documents must be prepared by the Buyer and (1)delivered to the Seller a reasonable time before the Settlement Date.
- (2) 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.

#### Documents and Keys at Settlement 5.3

- In exchange for payment of the Balance Purchase Price, the (1) Seller must deliver to the Buyer at settlement:
  - unstamped Transfer Documents capable of immediate (a) registration after stamping; and
  - any instrument necessary to release any Encumbrance (b) over the Property in compliance with the Seller's obligation in clause 7.2; and
  - if requested by the Buyer not less than 2 Business Days (c) before the Settlement Date, the Keys; and
  - (d) if there are Tenancies:
    - the Seller's copy of any Tenancy agreements; (i)
    - a notice to each tenant advising of the sale in the (ii) form required by law; and
    - any notice required by law to transfer to the Buyer (iii) the Seller's interest in any Bond; and
  - a copy of a current Pool Compliance Certificate for each (e) regulated pool on the Land unless:
    - the Seller has done this before settlement; or (i)
    - the Seller has given the Buyer a notice under (ii) section 28 of the Building Regulation 2021 (Notice of No Pool Safety Certificate) before entry into this contract.
- If the Keys are not required to be delivered at Settlement (2) under clause 5.3(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.

#### 5.4 Assignment of Covenants and Warranties

- At settlement, the Seller assigns to the Buyer the benefit of all:
- covenants by the tenants under the Tenancies; (1)
- guarantees and Bonds (subject to the requirements of the (2) Residential Tenancies and Rooming Accommodation Act 2008) supporting the Tenancies;
- manufacturers' warranties regarding the Included Chattels; (3) and
- builders' warranties on the Improvements; (4)

to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the Property Law Act 1974 does not apply.

#### Possession of Property and Title to Included Chattels 5.5

- On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Land and the Improvements except for the Tenancies. Title to the Included Chattels passes at settlement.
- 5.6 Reservations
  - The Seller must remove the Reserved Items from the (1) Property before settlement.
  - The Seller must repair at its expense any damage done to (2)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.
  - The Seller indemnifies the Buyer against any damages and (4) expenses resulting from the Buyer's actions under clauses 5.6(2) or 5.6(3).

#### 5.7 Consent to Transfer of State Lease

- If the Land sold is leasehold, this contract is subject to any (1) necessary consent to the transfer of the lease to the Buyer being obtained by the Settlement Date.
- The Seller must apply for the consent required as soon as (2) possible.
- (3)The Buyer must do everything reasonably required to help obtain this consent.

#### TIME 6.

#### 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.

#### 6.2 Extension of Settlement Date

- Either party may, at any time up to 4pm on the Settlement (1) Date, extend the Settlement Date by giving a notice under this clause 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.
- (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.
- In this clause 6.2, "Scheduled Settlement Date" means the (4) Settlement Date specified in the Reference Schedule as extended:
  - by agreement of the parties; or (a)
  - (b) under clause 6.3 or 11.4,

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

#### 6.3 Delay Event

- (1) This clause 6.3 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:
  - damage to, destruction of or diminution in value of the (a) Property or other property of the Seller or Buyer; or
  - termination or variation of any agreement between a (b) party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- An Affected Party must take reasonable steps to minimise the (3) effect of the Delay Event on its ability to perform its Settlement Obligations.
- When an Affected Party is no longer prevented from (4) performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- When the Suspension Period ends, whether notice under (5) clause 6.3(4) has been given or not, either party may give the other party a Notice to Settle.
- A Notice to Settle must be in writing and state: (6)
  - that the Suspension Period has ended; (a)
  - a date, being not less than 5 nor more than 10 Business (b) Days after the date the Notice to Settle is given, which shall become the Settlement Date; and
  - that time is of the essence.
- When Notice to Settle is given, time is again of the essence (7)of the contract.
- (8) In this clause 6.3:
  - "Affected Party" means a party referred to in clause (a) 6.3(1):
    - "Delay Event" means: (b)
      - a tsunami, flood, cyclone, earthquake, bushfire or (i) other act of nature;
      - riot, civil commotion, war, invasion or a terrorist (ii) act;
      - an imminent threat of an event in paragraphs (i) or (iii) (ii); or

- compliance with any lawful direction or order by a (iv) Government Agency; or
- if clause 2.5 applies, the computer system (v) operated by the ATO for the GST Withholding notifications referred to in clause 2.5(5)(c) is inoperative:
- "Government Agency" means the government of the (c) Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
- "Settlement Obligations" means, in the case of the (d) Buver, its obligations under clauses 2.5(1), 2.5(5)(b) and (c) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) - (e) and 5.5;
- "Suspension Period" means the period during which (e) the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

#### 7. MATTERS AFFECTING THE PROPERTY

#### 7.1 Title

- The Land is sold subject to:
- any reservations or conditions on the title or the original Deed (1) of Grant (if freehold); or
- (2)the Conditions of the Crown 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
  - The Seller's warranties in clauses 7.4(2) and 7.4(3) apply (1) except to the extent disclosed by the Seller to the Buyer: in this contract; or
    - (a)
    - in writing before the Buyer signed this contract. (b)
  - (2)The Seller warrants that, at the Contract Date:
    - there is no outstanding notice under section 246AG, 247 (a) or 248 of the Building Act 1975 or section 167 or 168 of the Planning Act 2016 that affects the Property;
    - the Seller has not received any communication from a (b) competent authority that may lead to the issue of a notice referred to in clause 7.4(2)(a) or a notice or order referred to in clause 7.6(1);
    - there are no current or threatened claims or proceedings (c) which may lead to a Court order or writ of execution affecting the Property;
    - there is no outstanding obligation on the Seller to give (d) notice to the administering authority under the Environmental Protection Act 1994 of a notifiable activity being conducted on the Land;
    - the Seller is not aware of any facts or circumstances that (e) may lead to the Land being classified as contaminated land within the meaning of the Environmental Protection Act 1994.
  - The Seller warrants that, at settlement: (3)
    - if the Land is freehold: it will be the registered owner of (a) an estate in fee simple in the Land and will own the rest of the Property;
    - if the Land is leasehold: it will be the registered lessee, (b) the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
    - it will be capable of completing this contract (unless the (c) Seller dies or becomes mentally incapable after the Contract Date); and
    - there will be no unsatisfied Court order or writ of (d) execution affecting the Property.
  - If the Seller breaches a warranty in clause 7.4(2) or 7.4(3), (4) the Buyer may terminate this contract by notice to the Seller given before settlement.
  - The Seller does not warrant that the Present Use is lawful. (5) Survey and Mistake
- 7.5 The Buyer may survey the Land. (1)
  - (2) If :

- there is an error in the boundaries or area of the Land; (a)
- (b) there is an encroachment by structures onto or from the Land:
- there are Services that pass through the Land which do (c) not service the Land and are not protected by any Encumbrance disclosed to the Buyer in this contract; or
- (d) there is a mistake or omission 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.

- If a matter referred to in clause 7.5(2) is:
- immaterial; or (a)

(3)

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

#### 7.6 Requirements of Authorities

- Any valid notice or order by any competent authority or Court (1) requiring work to be done or money spent in relation to the Property must be fully complied with:
  - if issued before the Contract Date: by the Seller before (a) the Settlement Date unless clause 7.6(4) applies; or
  - if issued on or after the Contract Date: by the Buyer (b) unless clause 7.6(3) applies.
- If the Seller fails to comply with clause 7.6(1)(a), the Buyer is (2) entitled to claim the reasonable cost of complying with the notice or order from the Seller after settlement as a debt.
- If any notice or order referred to in clause 7.6(1)(b) is (3) required to be complied with before the Settlement Date: the Seller must comply with the notice or order; and (a)
  - at settlement, the Buyer must pay the reasonable costs (b) 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 notice or order.

- The Buyer must comply with any notice or order referred to in (4) clause 7.6(1) which is disclosed by the Seller to the Buyer:
  - in this contract; or (a)
  - in writing before the Buyer signed this contract. (b)

#### 7.7 Property Adversely Affected

- If at the Contract Date: (1)
  - the Present Use is not lawful under the relevant town (a) planning scheme;
  - the Land is affected by a proposal of any competent (b) authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land:
  - access to the Land passes unlawfully through other land; (c)
  - any Services to the Land which pass through other land (d) are not protected by a registered easement, building management statement or by statutory authority;
  - any competent authority has issued a current notice to (e) treat, or notice of intention to resume, regarding any part of the Land;
  - there is an outstanding condition of a development (f) approval attaching to the Land 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);
  - the Property is affected by the Queensland Heritage Act (g) 1992 or is included in the World Heritage List;
  - the Property is declared acquisition land under the (h) Queensland Reconstruction Authority Act 2011;
  - there is a charge against the Land under s104 of the (i) Foreign Acquisitions and Takeovers Act 1975,

and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR relating to the Property.

#### 7.8 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on the Land in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.8(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 Buyer's only remedy for noncompliance with clause 7.8(1).

#### 7.9 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 Land and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

#### 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;
- (3) once to inspect the Property before settlement;
- (4) once to value the Property before settlement; and
- (5) once to carry out an inspection for smoke alarms installed in the Property.

#### 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.
- (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:

- 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;
- (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 Land; 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:
- 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

- 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 and the cost of any Work or Expenditure under clause 7.6(3).

#### 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

- The Buyer must pay interest at the Default 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:
  - under clause 9.9(1)(a), from the date it is due until paid; and
  - 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. GENERAL

#### 10.1 Seller's Agent

The Seller's Agent is appointed as the Seller's agent to introduce a buyer.

#### 10.2 Foreign Buyer Approval

- The Buyer warrants that either:
  - the Buyer's purchase of the Property is not a notifiable action; or
- (2) the Buyer has received a no objection notification,
- under the Foreign Acquisitions and Takeovers Act 1975.
- **10.3 Duty** The Buyer must pay all duty on this contract.

#### 10.4 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 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 facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
  - (c) 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 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
  - (a) 5 Business Days after posting;
  - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
  - (c) if sent by email, at the time it is sent.
- (5) Notices given by facsimile, 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 10.4(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) For the purposes of clause 10.4(3)(c) and clause 12.2 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.

#### 10.5 Business Days

- If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (3) If clause 11 applies and the Settlement Date falls on a day on which both the Sydney and Melbourne offices of the Reserve Bank of Australia are closed, the Settlement Date will be taken to be the next Business Day.

#### 10.6 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.

#### 10.7 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.

#### 10.8 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.

#### 10.9 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) Statutes and Regulations

Reference to statutes includes all statutes amending, consolidating or replacing them.

#### (4) Inconsistencies

If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

### (5) Headings

(6)

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

#### 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.

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.

#### 10.10 Counterparts

(c)

- 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.

#### 11. ELECTRONIC SETTLEMENT

#### 11.1 Application of Clause

- Clause 11:
  - (a) applies if the form of transfer under the Land Title Act 1994 required to transfer title in the Land to the Buyer is a required instrument to which section 5(1) of the Land Title Regulation 2022 applies;
  - (b) continues to apply even if section 5(2)(a)(ii) of the Land *Title Regulation 2022* applies; and
  - (c) overrides any other provision of this contract to the extent of any inconsistency.

# 11.2 Nomination of ELNO System and Completion of Electronic Workspace

- The Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 10.4(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System.
- (2) The parties must:
  - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
  - (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.
- (3) If the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST.
- (4) If any part of the Purchase Price is to be paid to discharge an Outgoing:
  - (a) 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;
  - (b) 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.
- (5) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
  - (a) 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;

- (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 11.2(5)(a);
- (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
- (d) 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.

#### **11.3 Electronic Settlement**

- Clauses 5.1(1)(b), 5.1(2) and 5.2 do not apply.
   Payment of the Balance Purchase Price electronic
- Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).
   The Seller and Buyer will be taken to have complied with:
  - (a) clause 2.5(3)(c),(e) and (f); and
  - (b) clause 2.5(5)(d) and (e),

(as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation. The Seller will be taken to have complied with clause

- (4) The Seller will be taken to have a 5.3(1)(b), (c), (d), and (e) 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:
    - 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 5.3(1)(c)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
    - gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and

- (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) 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 not done something in the Electronic Workspace.
- (6) 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.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

#### 11.4 Computer System Unavailable

If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Queensland Revenue Office, Reserve Bank, a Financial Institution or the relevant ELNO System is inoperative or unavailable, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

#### 11.5 Costs

Each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement.

#### 12. ELECTRONIC CONTRACT AND DISCLOSURE

#### 12.1 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.

#### 12.2 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 and which was given before the Buyer signed this contract.



# Annexure A – Special Conditions

# **Reference Schedule**

<b>Development Approval obtained</b> (refer to clause 19)	<ul><li>☐ Yes</li><li>⊠ No</li></ul>			
<b>Development Approval Date</b> (refer to clause 19)	If Development Approval has not been obtained, the Development Approval Date is 12 months from the Contract Date, as may be extended under clause 19.4			
Plan registered (refer to clause 19)	<ul><li>☐ Yes</li><li>⊠ No</li></ul>			
Sunset Date (refer to clause 19)	18 months from the Contract Date, as may be extended under clause 19.4			
Seller owns all Land	<ul><li>☑ Yes</li><li>☑ No</li></ul>			
Estate (refer to clause 26)	The larger residential community or project known as Providence South Ripley.			
<b>Design Essentials</b> (refer to clause 26)	The draft document entitled 'Providence East Design Essentials' attached to this Contract at <b>Annexure D</b>			
<b>Construction Commencement Date</b> (refer to clause 26.3)	12 months from the Settlement Date			
<b>Construction Completion Date</b> (refer to clause 26.3)	12 months from the date construction commenced or 12 months from the Construction Commencement Date (whichever is the earlier)			
FIRB Approval required (clause 40)	□ Yes ⊠ No			
FIRB Approval Date (clause 40)	40 days from the Contract Date, as may be extended under clause 40.3(10)			
<b>Guarantors</b> ( <b>Annexure F</b> ) (if the Buyer is a corporation (other than a corporation listed on the Australian Stock Exchange), the directors of that corporation (or if the corporation has a sole director, then that director))	<ul> <li>Yes</li> <li>No</li> <li>If yes:</li> <li>Full Name of Guarantor No 1:</li> <li>Address of Guarantor No 1:</li> <li>Full Name of Guarantor No 2:</li> <li>Address of Guarantor No 2:</li> </ul>			



# 13 Additional definitions and interpretation

### 13.1 Additional definitions

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

**Additional Special Conditions** mean the special conditions (if any) contained in Annexure B.

**Authority** means any government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister, statutory body or entity having jurisdiction in relation to the Property.

**Australian Consumer Law** means Schedule 2 to the Competition and Consumer Act 2010 (Cth).

**Buyer's Plans and Specifications** means the Buyer's plans and specifications for any dwelling or structure (including any associated works) to be constructed on the Land by the Buyer.

**Claim** means any claim, demand or cause of action (whether based in contract, equity, tort or statute), loss, liability, cost, compensation, damage or expense.

**Construction Commencement Date** means the date identified as such in the Reference Schedule.

**Construction Completion Date** means the date identified as such in the Reference Schedule.

**Contract** means this contract including the Reference Schedule, the REIQ Terms, the Special Conditions, any Additional Special Conditions, the Design Essentials and all schedules, exhibits, attachments and annexures to this contract.

**Delay Circumstance** means a delay arising from or in connection with any of or a combination of any of the following:

- obtaining the Development Approval or any other approval, certificate, licence, permit, consent or authorisation from an Authority in connection with the Subdivision Works;
- (2) any condition or requirement imposed by any Authority or the Development Approval including meeting the requirements of any Authority or the Development Approval;
- (3) consent from an Authority to any application to amend or modify the Development Approval is not provided within 40 business days (in Priority Development Areas) and 90 days (within non-Priority Development Areas) after lodgement of the application;
- (4) attributable to a revocation of the Development Approval or change in law or requirements of Authorities that affects the Seller's ability to:
  - (a) carry out or complete the Subdivision Works; or
  - (b) register the Plan;
- (5) the carrying out of the Subdivision Works;
- (6) any Force Majeure Event;



- (7) proceedings (actual or threatened) by or disputes with surrounding landowners or any contractor of the Seller;
- (8) an Authority approving the Plan;
- (9) the process of Registration after lodgement of the Plan with the Queensland Titles Office; or
- (10) any other cause or matter beyond the Seller's control affecting Registration or the Subdivision Works.

**Design Essentials** means the document or documents titled "Building Covenants" and/or "Design Guidelines" and/or "Design Essentials" or words to that effect, which may comprise one or more separate documents attached in Annexure D, as may be amended from time to time by the Seller.

#### Development Activities means:

- (1) any works by the Seller or intended to be carried out by the Seller to develop the Estate which are considered by the Seller, acting reasonably and in accordance with all requirements of an Authority, necessary or desirable, including:
  - (a) any works to subdivide land forming part of the Estate;
  - (b) any demolition or construction works including works ancillary to or associated with those works;
  - (c) any works to install infrastructure including services in the Estate;
  - (d) any landscaping works including works ancillary to or associated with the landscaping works;
  - (e) any other works to develop the Estate; and
- (2) any works by buyers of land or other third parties within the Estate.

**Development Approval** means a development approval from the relevant Authority including any approvals, certificates, licences, permits, consents and authorisations, which are required or which the Seller considers, acting reasonably, necessary or desirable to obtain to develop the Land including carry out the Subdivision Works and register the Plan, as may be amended from time to time.

**Development Approval Date** means the date identified as such in the Reference Schedule.

**Disclosure Plan** means the disclosure plan provided by the Seller to the Buyer prior to entry into this Contract pursuant to section 10 of the LSA.

**Disclosure Statement** means the disclosure statement provided by the Seller to the Buyer prior to entry into this Contract pursuant to section 10 of the LSA.

**Estate** means the larger residential community identified as such in the Reference Schedule, of which the Land forms part.

FATA means the Foreign Acquisitions and Takeovers Act 1975 (Cth).

**FATA Legislation** means the FATA, the *Foreign Acquisitions and Takeovers Regulations* 2015 (Cth) and Australia's Foreign Investment Policy as published on the Foreign Investment Review Board website (<u>www.firb.gov.au</u>) from time to time.



**FIRB Approval** means a no objection notification, made by or on behalf of the Treasurer under the FATA Legislation and stating that the Commonwealth Government does not object to the purchase of the Property by the Buyer, either unconditionally or subject to conditions.

**FIRB Approval Date** means the date identified as such in the Reference Schedule, as may be extended under clause 40.3(10).

**Force Majeure Event** means any event or circumstance or combination of events and circumstances which is beyond the control of the Seller which causes or results in a default or delay in the performance by the Seller of any of its obligations under this Contract, which may include any of the following:

- (1) fire, lightning, explosion, earthquake, storm, cyclone, drought, action of the elements, riots, civil commotion, malicious damage, natural disaster, sabotage, act of a public enemy, act of God, war (declared or undeclared), blockade, revolution, contamination of any kind, or force of nature;
- (2) strikes, lockouts, industrial and/or labour disputes and/or difficulties, work bans, blockades or picketing;
- (3) the introduction, change or withdrawal of any law;
- (4) any shortage of labour or materials required to complete the construction of the Subdivision Works; or
- (5) any steps by a person to challenge the validity in whole or in part of the Development Approval, or any steps by a person to alter the provisions of the Development Approval.

**Further Statement** means a further statement given by the Seller pursuant to section 13(2) of the LSA.

**Guarantee** means the guarantee and indemnity provided by the Guarantor in favour of the Seller, on the terms contained in Annexure F.

**Guarantor** means the person or persons (if any) identified as such in the Reference Schedule.

**Instalment Contract** has the same meaning as provided in section 71 of the Property Law Act 1974 (Qld).

**Land** means the lot in the Plan to be acquired by the Buyer as described in the Reference Schedule.

**Land Tax Year** means the period commencing on 1 July in a year and ending on 30 June of the following year.

**Landscaping** means landscaping the areas of the Property surrounding the dwelling house in accordance with the Design Essentials.

**Law** means all statutes, regulations, by-laws, ordinances, circulars issued by any Authority with the force of law and other delegated legislation and any rule of common law or equity and any statutory guidelines and environmental planning instruments from time to time.

LSA means the Land Sales Act 1984 (Qld).

Minor Alteration includes any of the following:



- (1) an alteration (whether required by the Seller, under the Development Approval or by an Authority) which does not materially adversely affect the construction of a dwelling house on the Land or which has been disclosed in this Contract;
- (2) an alteration in the dimensions or area of the Land of:
  - (a) 2.5% or less in the area of the Land; or
  - (b) 2.5% or less in the linear dimensions of the Land;
- (3) an alteration to the number or numbering of lots;
- (4) an alteration in respect of the dimensions, position, layout or omission of any lot other than the Land; or
- (5) an alteration of 500mm or less in the height of surface contours or fill levels of the Land.

**NBN Building Ready Specifications** means the specifications governing the building requirements for connecting a dwelling house to the national broadband fibre optic network as may be provided by the Seller or as otherwise available at the website www.nbnco.com.au.

**Network Infrastructure** means the physical infrastructure which will support the national broadband fibre optic network.

New Buyer has the meaning given in clause 26.5.

**Object** means object or make a requisition, delay or attempt to delay settlement, make or assert a Claim, rescind or terminate or attempt to rescind or terminate this Contract or withhold or require a retention of all or part of the Purchase Price.

**Personal Information** means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

**PEXA** means Property Exchange Australia Limited ACN 140 677 792, being an electronic lodgement network operator.

Plan means:

- (1) where the Land is a lot in an unregistered plan, the plan of survey creating the Land approved by the relevant Authority, generally in accordance with the Proposed Plan, with or without any changes permitted under this Contract; or
- (2) where the Land is a lot in a registered plan, the plan detailed in the Reference Schedule.

PPSA means Personal Property Securities Act 2009 (Cth).

**Priority Development Area** has the meaning given to that term in the Economic Development Act 2013 (Qld).

**Privacy Policy** means the Stockland Privacy Policy which can be viewed at <u>www.stockland.com.au/privacy-policy.htm</u>.

**Property Information** means any documents and other information (in written form or otherwise):



- (1) relating to the Property or the Estate; and
- (2) made available or disclosed to the Buyer by the Seller or the Seller's Representatives prior to the Contract Date, including any reports, information memorandum or other promotional material.

Proposed Plan means the plan attached in Annexure C (where applicable).

**Queensland Titles Office** means the relevant office of the Queensland government department which administers the Queensland freehold land register under the Land Title Act 1994 (Qld).

**Reference Schedule** means the reference schedule in the REIQ Terms and the reference schedule in this Annexure A, as the context permits or requires.

**Registered** means registered by the registrar of titles (or has equivalent status) in the Queensland Titles Office.

#### Registration means:

- (1) the Plan has been approved by all relevant Authorities and Registered; and
- (2) where the parent title for the Land is a leasehold title, a separate freehold title for the Land has been created.

**REIQ Terms** means the REIQ Terms of Contract for Houses and Residential Land contained in clauses 1 to 12 of this Contract.

Re-sale Deed means the deed poll in Annexure E.

**Retaining Structures** means any retaining wall (including associated footing systems), batters, benching, steps or other retaining structures and associated works such as drainage constructed or to be constructed by the Seller on or adjacent to the Land.

**Selling and Leasing Activities** comprises any activity connected with or relating to the marketing, selling or leasing of any part of the Estate and includes:

- (1) the placement and maintenance within the Estate (but not on the Land after settlement) of:
  - (a) signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia; and
  - (b) stalls or associated facilities for the use of salespersons;
- (2) any event or function held within the Estate (but not on the Land after settlement); and
- (3) the use of homes by either the Seller or builders as display or demonstration homes, located either within a display village or in any other part of the Estate.

**Seller's Representatives** includes the Seller's employees, agents, solicitors and contractors.

Services means the services for water, electricity, gas, sewerage and telecommunications.

**Services Access Points** means access points for the Services including pits, grates, manholes, vents, boxes and the like and includes infrastructure associated with the access points and any access points and the like for any stormwater infrastructure.



Special Conditions means clauses 13 to 43 of this Contract.

**Subdivision Works** means any works which an Authority requires to be undertaken or the Seller considers necessary (acting reasonably) before the Plan can be approved and Registered.

Sunset Date means the date identified as such in the Reference Schedule

**Title Encumbrances** includes any encumbrances permitted under clause 19.7, any statutory encumbrances or statutory easements (whether or not noted on the title to the Land) and any registered encumbrances such as easements and covenants noted on the title of the Land, irrespective of whether or not they are noted in the Reference Schedule to the Contract as at the Contract Date.

Treasurer means the Treasurer of the Commonwealth of Australia.

#### 13.2 Additional interpretation

Further to clause 10.9 of the REIQ Terms, the following additional rules of interpretation apply unless the context requires otherwise:

- person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (2) a reference to a document (including this Contract) is to that document as varied, novated, ratified or replaced from time to time;
- (3) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Contract, and a reference to this Contract includes all schedules, exhibits, attachments and annexures to it;
- (4) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (5) includes in any form is not a word of limitation; and
- (6) a reference to \$ or dollar is to Australian currency.

# 14 Amendment to REIQ Terms

### 14.1 Amendments

The following clauses in the REIQ Terms are amended:

- (1) clause 1.1(2)(d) definition of "Balance Purchase Price" is amended by replacing "Clause 2.6" with "this Contract";
- (2) clause 1.1(2)(h) the definition of "Business Day" is deleted and replaced with the following: "(h) "Business Day" means a day other than:
  - (a) a Saturday or a Sunday; and
  - (b) a public holiday in the Place for Settlement.";
- (3) clause 1.1(2)(o) the definition of "Encumbrances" is deleted and replaced with the following: "(o) "Encumbrances" includes unregistered encumbrances.";



- (4) a new sub-clause 1.1(2)(nn) is inserted to include the definition of "**Extension Notice**" means a notice under clause 6.3(1).
- (5) clause 5.1(1) is deleted and replaced with the following:
  - "(1) Settlement must occur between 9am and 5pm AEST on the Settlement Date unless clause 11 applies then settlement must occur between 9am and 4pm on the Settlement Date.";
- (6) clause 6.2(8)(b)(i) is amended by inserting the words "including a Health Emergency" at the end of the clause;
- (7) clauses 6.2(8)(d) and 6.2(8)(e) are amended to be clauses 6.2(8)(e) and 6.2(8)(f) respectively and new clause 6.2(8)(d) is inserted as follows:

"(d) "**Health Emergency**" includes the outbreak of any contagious disease or other public health issue (for example the coronavirus (COVID-19)) but does not include a personal health emergency affecting the Buyer or the Seller.";

(8) a new sub-clause 6.3 is inserted to say:

#### **Extension of Settlement Date**

(1) Between the 1<sup>st</sup> and the 19<sup>th</sup> of each month, either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause nominating a new date for settlement which must be no later than 5 Business Days after the Schedule Settlement Date.

(2) From the 20<sup>th</sup> until the end of each month, clause 6.3(1) above is not applicable.

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

(4) More than one Extension Notice may be given under clause 6.3(1) but the new date of settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.

(5) In this clause 6.3, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:

(a) by agreement of the parties; or

(b) under clause 6.2 or 11.4,

but excludes any extension of the Settlement Date as a result of the operation of this clause 6.3.

- (9) clause 7.7(1) is amended by deleting the words "on or before settlement" and replacing them with "no later than 2 Business Days before the Settlement Date";
- (10) clause 10.4(3) is deleted and replaced with the following clause:
  - "(3) A notice under this Contract or required to be given by Law may be given by:
    - (a) delivering or posting the notice to the address of the other party or its solicitor stated in the Reference Schedule or to another address notified (either verbally or in writing) by the other party or its solicitor from time to time; or

- (b) sending the notice to the email address of the other party or its solicitor stated in the Reference Schedule or another email address notified (either verbally or in writing) by the other party or its solicitor from time to time or if applicable, to the email address specified in clause 10.4(8).";
- (11) clause 10.4 is amended by inserting the following new subclauses (9) and (10):
  - 10.4(9) Despite clause 10.4(c), notices sent by email will be treated as given at the time the email leaves the sender's information system, unless the sender receives:
    - (a) a notification that the email was not delivered to or received by the recipient; or
    - (b) an automated out of office notification from the recipient's email address (**Out of Office Notification**).
  - 10.4(10) In the event that the sender receives an Out of Office Notification, the parties agree that the notice will be treated as given if:
    - (a) the notice is sent to the alternative email address (if any) specified in the Out of Office Notification; or
    - (b) where no alternative email address is specified in the Out of Office Notification then:
      - (i) in respect of a notice to the Seller, the notice is sent to <a href="mailto:legal.qld@stockland.com.au">legal.qld@stockland.com.au</a>;
      - (ii) in respect of a notice to the Guarantor, the notice is sent to an alternative email address notified (either verbally or in writing) by the Guarantor to the Seller or the Seller's Solicitor; or
      - (iii) in respect of a notice to the Buyer, the notice is sent to:
        - (A) an alternative email address notified (either verbally or in writing) by the Buyer or the Buyer's Solicitor to the Seller or the Seller's Solicitor; or
        - (B) the general contact email address (if any) for the relevant office of the Buyer's Solicitor as shown on the Buyer's Solicitor's website,

and the sender does not receive a notification that the email was not delivered to or received by the recipient."

### 14.2 Deletions

The following clauses in the REIQ Terms are deleted:

- (1) clause 2.1(2) (GST);
- (2) clause 2.3 (Investment of Deposit);
- (3) clauses 2.4(2) and 2.4(4) (Entitlement to Deposit and Interest);
- (4) clauses 2.6(2), 2.6(3), 2.6(4), 2.6(6) and 2.6(14) (Adjustments to Balance Purchase Price) see clause 25;



- (5) clause 4 (Building and Pest Inspection Reports and Pool Safety);
- (6) clause 5.1(2) (Settlement) see clause 24;
- (7) clause 5.4 (Assignment of Covenants and Warranties);
- (8) clause 7.8 (Dividing Fences) see clause 26.6;
- (9) clause 8.3 (Seller's Obligations after Contract Date);
- (10) clause 8.4 (Information Regarding the Property); and
- (11) clause 11 (Electronic Settlement).

# 15 Priority of conditions

To the extent there is any inconsistency between any of the Additional Special Conditions, these Special Conditions and the REIQ Terms then:

- the Additional Special Conditions prevail over the Special Conditions and the REIQ Terms; and
- (2) these Special Conditions prevail over the REIQ Terms.

## 16 Representations and warranties

#### 16.1 Capacity – Seller

The Seller represents and warrants that it:

- (1) subject to clause 3 of the REIQ Terms, has the financial capacity, or ability to obtain finance, to perform its obligations arising out of this Contract;
- (2) has full power and authority to enter into, implement and perform its obligations under this Contract; and
- (3) has obtained all necessary internal consents to enter into, implement and perform its obligations under this Contract.

### 16.2 Capacity - Buyer

The Buyer represents and warrants that it:

- subject to clause 3 of the REIQ Terms, has the financial capacity to perform its obligations arising out of this Contract;
- (2) has full power and authority to enter into, implement and perform its obligations under this Contract;
- (3) has obtained all necessary consents to enter into, implement and perform its obligations under this Contract; and
- (4) is purchasing the Property as principal or as trustee and not as an agent for a third party.

#### 16.3 Agent

The Buyer represents and warrants that it was not introduced to the Property or to the Seller either directly or indirectly by any real estate agent or other person entitled to claim a



commission or fee from the Seller other than the Seller's Agent named in this Contract.

### 16.4 Buyer as trustee

If the Buyer enters into this Contract as trustee, the Buyer:

- (1) is bound by this Contract both as trustee and in its personal capacity;
- (2) must take steps to ensure the assets of the trust are available to remedy or meet a Claim regarding any breach by the Buyer under this Contract;
- (3) must if the Seller demands it, assign to the Seller the Buyer's rights of indemnity as against the assets of the trust;
- (4) warrants that:
  - (a) it has the power and authority to enter into this Contract and bind the trust; and
  - (b) entry into this Contract is due administration of the trust; and
- (5) must provide a copy of the trust instrument to the Seller within 5 Business Days of request by the Seller or the Seller's Representative.

# 17 Entire agreement

### 17.1 No warranty, representation or reliance

- (1) Subject to any applicable law, including but not limited to the Australian Consumer Law, the Buyer acknowledges and agrees that:
  - (a) this Contract represents the whole of the agreement reached between the parties and no other terms, conditions or covenants shall be implied in this Contract or arise between the parties by way of collateral or other agreements or by reason of any alleged warranty or representation given or made by or on behalf of the Seller at the time of or prior to the execution of this Contract;
  - (b) it has not been induced to enter into this Contract by any warranty or representation (verbal or otherwise) made by or on behalf of the Seller which is not included in this Contract; and
  - (c) despite the terms of this clause, if any warranty or representation has been made by the Seller or on behalf of Seller by the Seller's Representatives, then the Buyer confirms, by execution of this Contract, that the Buyer has placed no reliance on such warranty or representation in executing this Contract.
- (2) The parties acknowledge and agree that this clause **Error! Reference source not found.** does not exclude a party's liability for prior false, misleading or deceptive statements or misrepresentations, whether oral or written.

### 17.2 No objection by Buyer

Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object because of anything in connection with any of the matters referred to in clause 17.1.



## 18 Guarantee

- (1) The Guarantor provides the Guarantee.
- (2) The Buyer must cause the Guarantor to provide the Guarantee by signing this Contract at the same time the Buyer signs this Contract.
- (3) The Seller may terminate this Contract by giving a written notice to the Buyer if the Buyer fails to comply with clause 18(1) and the provisions of clause 9 of the REIQ Terms (as applicable) will apply upon termination of the Contract.

# 19 Registration of Plan

### **19.1** Application of clause

This clause 19 applies where, as at the Contract Date, the:

- (1) Seller has not obtained a satisfactory Development Approval; or
- (2) the Land is a lot in an unregistered plan.

### **19.2 LSA requirements**

If, as at the Contract Date, the Land is a lot in an unregistered plan the Buyer acknowledges and agrees that it received a duly signed Disclosure Statement and Disclosure Plan from the Seller or Seller's Representatives before the Buyer entered into this Contract.

#### 19.3 Contract conditional on Development Approval and Registration

- (1) Where relevant items are marked as applicable in the Reference Schedule, this Contract is conditional upon:
  - the Seller obtaining a satisfactory Development Approval (acting reasonably); and/or
  - (b) Registration occurring,

by the Sunset Date.

- (2) The Seller must (at its cost) take reasonable steps to obtain a satisfactory Development Approval by the Development Approval Date and Registration by the Sunset Date.
- (3) The Seller must give the Buyer written notice of:
  - (a) satisfaction of clause 19.3(3)(a) within a reasonable time after the Seller receives a satisfactory Development Approval (acting reasonably); and
  - (b) Registration within a reasonable time after the Seller receives written notification from the Queensland Titles Office and, in any event, in compliance with any requirement of the LSA and clause 24.2.

### 19.4 Extension of the Development Approval Date and Sunset Date

(1) In consideration of the Seller incurring (and continuing to incur) liabilities and expenses in connection with the Seller's development of the Estate (which includes the Land) and to obtain a satisfactory Development Approval and Registration, the Seller, acting reasonably, may extend the Development Approval Date and/or the



Sunset Date by notice in writing to the Buyer before the Development Approval Date or the Sunset Date (as the case may be) if a satisfactory Development Approval and Registration is not in the Seller's reasonable opinion likely to be achieved by the Development Approval Date or Sunset Date (as the case may be).

(2) If the Seller extends the Sunset Date, references to the Sunset Date in this Contract will be taken to be references to the extended Sunset Date.

### **19.5** Requirements for extension

An extension of the Development Approval Date or the Sunset Date under clause 19.4:

- may be notified on more than one occasion however the aggregate of all extensions must not result in the Settlement Date being a date which is more than 18 months from Contract Date;
- (2) is permitted due to any Delay Circumstance which is not attributable to the Seller's failure to take reasonable steps to obtain a satisfactory Development Approval and Registration;
- (3) must be for a period attributable to the delay; and
- (4) must be notified together with the information sufficient to allow the Buyer to be reasonably satisfied that delay is attributable to the Delay Circumstance.

# 19.6 Termination of Contract – failure to obtain Development Approval or Registration

- (1) The Seller may terminate this Contract by giving a written notice to the Buyer where:
  - (a) an Authority fails to grant the Development Approval;
  - (b) an Authority grants the Development Approval on conditions which are not satisfactory to the Seller, acting reasonably; or
  - (c) the Seller reasonably considers the Development Approval will not be obtained on conditions satisfactory to the Seller.
- (2) If Registration does not occur by the Sunset Date (irrespective of whether the Plan is subsequently deemed to be Registered before the Sunset Date or have priority against other instruments from lodgement), then, subject to clause 19.6(3),either party may terminate this Contract by notice in writing to the other at any time after the Sunset Date and before notice of Registration is given by the Seller.
- (3) The Seller must provide any relevant notice under the LSA to the Buyer (being not less than 28 days before the Sunset Date) and, as required under the LSA, the Buyer must act reasonably and respond to the notice within the time stated in the notice (which must be a reasonable period of time).
- (4) If this Contract is terminated pursuant to clauses 19.6(1) or 19.6(2), the Deposit will be refunded to the Buyer and neither party will have any further Claim against the other because of the termination.

#### **19.7** Alteration to Land and Encumbrances

(1) Subject to clause 19.7(4)(a) and any rights of the Buyer under any legislation which cannot be excluded, the Seller may alter the Land and the Plan or any of them in any



way and the Buyer must not Object because of anything in connection with the alteration.

- (2) The Seller may register any easement or other Encumbrance over the Land which is:
  - (a) shown on an unregistered Plan or which relates to matters disclosed or dealt with in this Contract; or
  - (b) subject to clause 19.7(4)(b), required by the Seller, under the Development Approval or by an Authority or otherwise in relation to the development of the Land or the Seller's surrounding land,

and, subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object because of anything in connection with such easements and other Encumbrances.

- (3) The Seller can at any time give a written notice to the Buyer if:
  - (a) the Seller makes or proposes to make an alteration to the Land and the Plan or any of them; or
  - (b) registers or proposes to register easements or other Encumbrances over the Land other than easements or Encumbrances shown on the Plan or disclosed in this Contract.
- (4) If:
  - (a) any alteration or proposed alteration to the Land, the Plan or any of them is other than a Minor Alteration; or
  - (b) a proposed easement or other encumbrance over the Land materially adversely affects the construction of a dwelling house on the Land (other than easements or Encumbrances shown on the Plan or disclosed in this Contract),

the Buyer may terminate this Contract by giving the Seller a written notice within 14 days from the earliest of:

- (c) the date the Seller gives the Buyer a written notice of the alteration or proposed alteration; or
- (d) the date the Seller gives the Buyer a written notice of Registration.
- (5) The Buyer acknowledges and agrees that the Buyer's right to terminate under this clause 19.7(4) will be the Buyer's sole remedy in relation to the matters referred to in clauses 19.7(4)(a) and 19.7(4)(b).
- (6) If the Buyer does not terminate under clause 19.7(4) then:
  - (a) the Buyer is regarded as consenting to the alteration or the proposed alteration (whether or not it is a Minor Alteration) or the easements or other Encumbrances (whether or not they materially adversely affect the construction of a dwelling house on the Land); and
  - (b) other than as permitted by applicable law including the Australian Consumer Law, the Buyer unconditionally and irrevocably releases the Seller from all Claims the Buyer has or may have against the Seller arising out of or in connection with the matters referred to in clauses 19.7(4)(a) and 19.7(4)(b).



(7) The Buyer acknowledges and agrees that, for the purposes of the LSA, a Minor Alteration to the Land will not materially prejudice or affect the Buyer.

# 20 Property Information

### 20.1 Attorney

- (1) In consideration for the Seller entering into this Contract, the Buyer irrevocably appoints the Seller and each officer of the Seller, jointly and severally to be the true and lawful attorney of the Buyer, in the name of, for and on behalf of the Buyer to consent to any encumbrance lodged or to be lodged by the Seller, and the Buyer agrees to ratify and confirm all that an attorney does pursuant to this clause 20.1(1).
- (2) Clause 20.1(1) applies if:
  - (a) this Contract is an Instalment Contract and the Buyer has registered an encumbrance or other dealing under which the Buyer's consent is required for any encumbrance or other encumbrance lodged or to be lodged by the Seller; or
  - (b) the Buyer has registered an encumbrance or other dealing in breach of this Contract.

### 20.2 Buyer's acknowledgements

The Buyer acknowledges and agrees that:

- the Buyer has relied solely on the Buyer's own inspections and enquiries in relation to:
  - (a) the fitness or suitability of the Property for any particular purpose of the Buyer including any financial return, income and investment potential of the Property;
  - (b) the condition of the Land including the geotechnical condition and presence or otherwise of any contamination or other substance in or on the Land; and
  - (c) the Buyer's rights and obligations under this Contract;
- (2) the Property Information was made available to the Buyer by the Seller or the Seller's Representatives on the express basis that no representation or warranty was made or given by the Seller or the Seller's Representatives about the accuracy, currency, exhaustiveness or completeness of the Property Information and the Buyer has relied solely on the Buyer's own inspections and enquiries in relation to the Property Information.
- (3) The parties acknowledge and agree that this clause Error! Reference source not found. does not exclude a party's liability for prior false, misleading or deceptive statements or misrepresentations, whether oral or written.

### 20.3 No objection

Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object because of anything in connection with any of the matters referred to in clause 20.

## 21 Services

- (1) The Buyer acknowledges that the Services Access Points or connection points for the Services may be located in the road, the road verge, at the kerb inlet, within the Land or on the boundary of the Land (as applicable).
- (2) The Buyer is purchasing the Land subject to any Services and Services Access Points located within the Land or on the boundary of the Land at the Settlement Date.
- (3) The Buyer must at its cost:
  - (a) arrange for connection of all Services from their connection points to any dwelling house to be constructed on the Land; and
  - (b) construct and install any other services required by the Buyer.
- (4) Subject to the Buyer's rights under any applicable law including the Australian Consumer Law, the Buyer will not be entitled to Object in respect of:
  - (a) the nature or location of the Services;
  - (b) the nature, location or availability or non-availability of any other service;
  - (c) all or any of the Services not being available for connection by the service providers as at settlement;
  - (d) whether or not the Land is subject to or has the benefit of any rights or easements in respect of the Services or any other service, or mains, pipes or connections for such services;
  - (e) whether any connection for any Services passes through any other land;
  - (f) any water or sewerage main or any underground or surface stormwater pipe or drain passes through, over or under the Land; and
  - (g) any Services Access Points located on the Land or near the Land.
- (5) If, in the opinion of the Seller (acting reasonably) the change to the Services Access Points or connection points for the Services materially and detrimentally affects the Buyer or the Land, the Seller must advise the Buyer as soon as reasonably practicable after the change is effected and the Seller becomes aware of the change.

# 22 Seller's works

### 22.1 Subdivision Works

To the extent that they have not already been performed or completed as at the Contract Date:

- the Seller undertakes at its cost to perform or cause to be performed the Subdivision Works; and
- (2) the Seller may carry out the Subdivision Works on the Land and surrounding land prior to settlement.

### 22.2 Buyer's acknowledgments

The Buyer acknowledges and agrees that:



- (1) the contours of the Land may change after the Subdivision Works are completed;
- (2) the Subdivision Works may include:
  - (a) Services Access Points located within the boundary of the Land; and
  - (b) street trees planting,

which may affect construction on the Land including the location of any driveway;

- (3) soil and site classification reports cannot be undertaken until the Seller completes the Subdivision Works and the Seller will not be undertaking soil and site classification reports for the Land;
- (4) the Buyer must make and rely on the Buyer's own enquiries as to the soil and site classification of the Land including obtaining any necessary reports and compliance with any easements and restrictions that may apply to the Land including in relation to footings to be designed by a structural engineer if applicable;
- (5) the Subdivision Works may include construction of Retaining Structures on the Land; and
- (6) the Subdivision Works or other works in connection with the Seller's development of the Estate may not be fully completed by completion of this Contract and the Buyer grants the Seller (including any employees, officers, contractors and consultants of the Seller) a licence to access the Land after settlement of this Contract to complete such works.

#### 22.3 Buyer to maintain property after completion

- (1) After completion the Buyer must:
  - (a) not and must ensure that any appointed builder or other agent of the Buyer does not store or dump any materials or waste on any land outside of the Property;
  - (b) secure temporary fencing around the Property to ensure that no dumping of rubbish, refuse or rubble occurs on the Property;
  - (c) keep the Property in a clean and tidy state and condition including arranging regular mowing of lawns and regular collection and removal of rubbish, refuse and rubble from the Property; and
  - (d) ensure that no building materials or other goods associated with building activities on the Property are stored on any nature strip or street adjoining the Property.
- (2) If the Buyer fails to comply with any of its obligations under clause 22.3(1) the Seller may, after providing the Buyer reasonable notice of the Buyer's failure to comply with its obligations under clause 22.3(1), , take such action (at the Buyer's cost) as the Seller considers is reasonably necessary to remedy the non-compliance and the costs incurred by the Seller will comprise a debt owed by the Buyer to the Seller. The Buyer grants the Seller (including any employees, officers, contractors and consultants of the Seller) a licence to access the Property after completion of this Contract for the purposes of the Seller exercising its rights under this clause 22.3.



### 22.4 No objection

Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object because of anything in connection with any Subdivision Works or any matter referred to in clause 22.2.

# 23 Seller's additional rights to terminate

### 23.1 Incapacity of Buyer

If the Buyer being a natural person, dies or becomes incapable because of unsoundness of mind to manage the Buyer's own affairs, then the Seller may terminate this Contract by giving the Buyer a written notice and the Deposit will be refunded to the Buyer upon termination of this Contract.

### 23.2 Insolvency of Buyer

Without affecting any of the Seller's other rights or remedies, if the Buyer being a corporation:

- goes into liquidation or provisional liquidation or an application is made for it to be wound up;
- (2) has a receiver, manager, receiver and manager, administrator, controller (as defined in section 9 of the Corporations Act 2001 (Cth)) or similar officer appointed to it or any of its assets;
- (3) makes an assignment for the benefit of or enters into an arrangement or composition with its creditors;
- (4) is insolvent or presumed insolvent under the Corporations Act 2001 (Cth) or stops payment of any of its debts; or
- (5) anything occurs in connection with the Buyer under the law of any applicable jurisdiction (other than under the Bankruptcy Act 1966) having a substantially similar effect to the events specified in this clause 23.2,

the Buyer is regarded as not having complied with this Contract in an essential respect and the Seller can terminate this Contract and the provisions of clause 9 of the REIQ Terms (as applicable) will apply upon termination of the Contract.

# 24 Settlement

### 24.1 Registered Plan

If the Land is a lot in a Registered Plan as at the Contract Date, the Settlement Date will be the later of:

- (1) the date which is 30 days from the Contract Date;
- (2) the Settlement Date (if any) nominated in the Reference Schedule of this Contract; and
- (3) if clause 40 *[FIRB Approval]* applies, the date which is 10 days after the date FIRB Approval is granted.



### 24.2 Unregistered Plan

If the Land is a lot in an unregistered Plan as at the Contract Date, the Settlement Date will be the latest of:

- (1) the date which is 30 days from the Contract Date;
- (2) the date which is 14 days from the date the Seller gives the Buyer written notice of Registration under clause 19.3(3);
- (3) the date which is 14 days from the date the Seller gives the Buyer the documents specified in section 14(3) of the LSA;
- (4) the date which is 21 days from the Seller gives the Buyer the Further Statement (if applicable);
- (5) if clause 40 *[FIRB Approval]* applies, the date which is 10 days after the date FIRB Approval is granted; and
- (6) the Settlement Date (if any) nominated in the Reference Schedule of this Contract.

#### 24.3 Settlement place and time

Settlement must occur on the Settlement Date at the offices of the Seller at Level 4, 99 Melbourne Street, South Brisbane, Queensland (unless otherwise nominated by the Seller), at a time nominated by the Seller.

#### 24.4 Transfer Documents

- (1) For the purposes of clause 5.2(1) of the REIQ Terms, the Transfer Documents must be delivered to the Seller at least 10 days before the Settlement Date.
- (2) The Buyer must lodge (or cause to be lodged) the Transfer Documents with the Queensland Titles Office no later than 30 days from the Settlement Date.
- (3) It is the sole responsibility of the Buyer to ensure the Transfer Documents are correct. The Buyer must pay any requisition fees in relation to the Transfer Documents.

# 25 Adjustment to Balance Purchase Price

#### 25.1 Adjustments generally

- (1) The Outgoings must be adjusted on the amounts paid or assessed (where not paid, without regard to any discounts).
- (2) Unpaid Outgoings are not Encumbrances for the purposes of this Contract (including clause 7.2 of the REIQ Terms).
- (3) Any Outgoings which are assessed but unpaid at settlement will be treated as paid for the purposes of adjustment and the Seller undertakes to pay those assessments:
  - (a) within 30 days of the Settlement Date; or
  - (b) by the due date for payment,

whichever is later and the Buyer must not Object to them.

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- (4) Where any Outgoings are assessed in relation to the Land together with other land, unless the assessing Authority has advised it will apportion the Outgoings between the parties, the amount to be adjusted will be calculated:
  - (a) for Outgoings calculated per lot, on a pro-rata lot basis; and
  - (b) for all other Outgoings, on a pro-rata area basis.
- (5) If there is no notice of assessment from the relevant Authority for any Outgoings has been received by the Seller as at the Settlement Date, each party will pay their proportion of the Outgoings once the notice of assessment from the relevant Authority is received by the Seller.
- (6) In this clause 25.1, "assessed" means a notice of assessment from the relevant Authority which has been received by the Seller.

### 25.2 Land tax

- (1) The Seller is liable for land tax assessed on the Land up to and including the Settlement Date. The Buyer is liable for land tax assessed on the Land after the Settlement Date.
- (2) If land tax assessed on the Land for the current Land Tax Year (or any prior Land Tax Year) is unpaid at the Settlement Date:
  - (a) the Buyer must not Object or require a retention or payment to the Office of State Revenue to obtain a clearance from land tax even where the Office of State Revenue advises it would be prudent to hold a sum of money until a final clearance issues or that a final clearance will issue on payment of a sum; and
  - (b) the Seller undertakes that it will pay any unpaid land tax assessed on the Land:
    - (i) within 30 days of the Settlement Date; or
    - (ii) by the due date for payment, whichever is the later.
- (3) Nothing in this clause 25.2 affects a notice of agent issued to the Buyer by the Office of State Revenue.

#### 25.3 Land tax if settlement delayed

- (1) If, settlement is delayed at the Buyer's request or as a result of the Buyer's breach of this Contract and as a result, settlement of this Contract takes place on a date that is after 30 June, whether that date is in the same calendar year as the original Settlement Date or in the following calendar year(s), then:
  - (a) the Buyer's breach or extension will result in an increase in the Seller's land tax assessment for the Land Tax Year(s) following the original Settlement Date as a result of the Property continuing to be included in the Seller's total landholdings in the State of Queensland; and
  - (b) the additional land tax that the Seller will incur in accordance with this clause is a reasonably foreseeable loss or cost incurred by the Seller as a direct result of the Buyer's breach or extension of this Contract in respect of which the Seller is entitled to compensation or reimbursement from the Buyer.
- (2) If this clause applies, then on the delayed Settlement Date, in addition to the Balance Purchase Price and any other money payable to the Seller under this Contract, the



Buyer must pay to the Seller as compensation or reimbursement on account of the additional land tax being incurred by the Seller, an amount equal to 1.75% of:

- (a) the taxable value of the Land (as defined in the Land Tax Act 2010 (Qld)) for each relevant Land Tax Year(s); or
- (b) if there is no separate unimproved value for the Land for any Land Tax Year(s), the amount reasonably determined by the Seller as the estimated taxable value for the relevant Land Tax Year(s) (being an amount no greater than the Purchase Price).
- (3) If the additional land tax payable by the Seller under clause 25.3(1)(b) is:
  - (a) less than the amount paid by the Buyer under clause 25.3(2), the Seller must refund the difference to the Buyer; or
  - (b) more than the amount paid by the Buyer under clause 25.3(2), the Buyer must pay the difference to the Seller,

within 30 days of being served with a written demand for payment from the other party.

# 26 Design Essentials and use

### 26.1 Design Essentials

- (1) The Buyer acknowledges the Land forms part of the Estate.
- (2) The Buyer agrees to be bound by the Design Essentials (including any addendums) as if they were repeated in this clause 26.1 in full.
- (3) If the Seller varies or replaces the Design Essentials at any time prior to completion, the Seller must provide a copy of the varied or replaced Design Essentials to the Buyer as soon as practicable after the variation or replacement has been made. After completion the Buyer can access a current copy of the Design Essentials through the 'customer portal' made available to the Buyer at: https://www.stockland.com.au/residential/qld
- (4) The Seller has no obligation to enforce and may vary, relax or waive any of the requirements under the Design Essentials in relation to other land sold by the Seller.
- (5) The Buyer acknowledges the Seller's rights under this clause 26.1 and subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object because of anything in connection with any of the matters referred to in this clause 26.1.
- (6) The Design Essentials will remain in force until the later of:
  - (a) the date that is 36 months from settlement; and
  - (b) the date of settlement of the sale of the last lot in the Estate (as determined by the Seller).
- (7) The expiry of the Design Essentials does not affect any breach of the Design Essentials at the expiry date.



- (8) To the extent there is any inconsistency between the Design Essentials and any of the Special Conditions, the Additional Special Conditions and the REIQ Terms, then the Design Essentials will prevail.
- (9) The Buyer indemnifies the Seller against all Claims that the Seller has as a result of a default under this clause 26.1.

#### 26.2 No representation or warranty

If the Buyer submits the Buyer's Plans and Specifications to the Seller for its review and approval, the Buyer acknowledges and agrees that:

- the Seller is only reviewing the Buyer's Plans and Specifications for the purpose of checking the Buyer's compliance with the Design Essentials and for no other purpose;
- (2) if the Seller gives its approval to the Buyer's Plans and Specifications or provides any assistance or information to the Buyer in relation to the Buyer's Plans and Specifications, then such approval, assistance or information provided by the Seller will not constitute any representation or warranty by the Seller or any Seller's Representatives, in relation to:
  - (a) the adequacy, suitability or fitness of the Buyer's Plans and Specifications for any purpose (including for Council or other Authority approval purpose);
  - (b) the appropriateness or suitability of any works, offsets or footing systems for any dwelling or structure (including any associated works) to be constructed on the Land adjacent to or near the Retaining Structures,

and the Buyer acknowledges and agrees that it will not place any reliance on such review, approval, assistance or information provided by the Seller or any Seller's Representatives.

### 26.3 Construction of a dwelling house and Landscaping

- (1) The Buyer must:
  - (a) commence the construction of a dwelling house on the Land in accordance with the Design Essentials on or before the Construction Commencement Date;
  - (b) following commencement of construction, continually progress construction of the dwelling house in a timely manner;
  - (c) ensure the property is kept clean, presentable and safe at all times until construction is completed; and
  - (d) complete construction of the dwelling house and the Landscaping on or before the Construction Completion Date.
- (2) For the purposes of clause 26.3(1):
  - (a) **substantially commence** means erection of the footings and slab; and
  - (b) complete and completion means issue of an occupation certificate (or other relevant Authority approval to allow lawful occupation) in respect of the dwelling house.
- (3) The Buyer grants to the Seller a charge over the Property to secure its obligations under this clause 26.3. The Buyer agrees that the Seller may lodge a caveat on the



title to the Property to give notice of its interest in the Property pursuant to the charge and the Buyer must provide any consent reasonably required by the Seller to enable registration of the caveat.

### 26.4 National broadband network

- (1) The Seller does not warrant that Network Infrastructure will be available to the Property at completion.
- (2) If the Land is located adjacent to infrastructure which will allow physical connection to the national broadband fibre optic network:
  - (a) the Buyer must (at the Buyer's cost) adopt and ensure compliance with the NBN Building Ready Specifications and appropriate building wiring specifications when constructing a dwelling house on the Land; and
  - (b) the Buyer acknowledges that:
    - the Seller has not made any representations or given any warranties about the cost of compliance with the NBN Building Ready Specifications and appropriate building wiring specifications;
    - (ii) the Buyer must make its own enquiries about the NBN Building Ready Specifications and appropriate building wiring specifications;
    - (iii) the NBN Building Ready Specifications must be complied with to enable the Land to be connected to the Network Infrastructure; and
    - (iv) failure to comply with the NBN Building Ready Specifications will either:
      - (A) prevent connection to the Network Infrastructure; or
      - (B) require the Buyer to incur additional costs in order to connect to the Network Infrastructure.

### 26.5 Re-sale Deed obligation

- (1) The Buyer acknowledges that this Contract includes obligations which continue after settlement, including under clauses 26.1, 26.2, 26.3 and other provisions concerning the construction of a dwelling house on the Land and the Design Essentials.
- (2) The Buyer agrees that, having regarding to the Buyer's continuing obligations referred to in clause 26.4(1), the Buyer must not sell, transfer or otherwise dispose of the Property prior to completion of construction of a dwelling house on the Land in accordance with this Contract without first delivering to the Seller the Re-sale Deed signed by:
  - (a) the new buyer, transferee or dispone (**New Buyer**); and
  - (b) if the New Buyer is a corporation (other than a corporation listed on the Australian Stock Exchange), the directors of the New Buyer as guarantor,

in favour of the Seller, agreeing to comply with the Design Essentials and the Buyer's obligations under this clause 26 and any other continuing obligations of the Buyer under this Contract.

(3) The Buyer must, at its cost:



- ensure the Re-sale Deed is completed, duly signed by all relevant parties to the Re-sale Deed before completion of the contract between the Buyer and the New Buyer;
- (b) date the Re-Sale Deed with the date of completion of the contract between the Buyer and the New Buyer; and
- (c) deliver the completed, signed and dated Re-Sale Deed to the Seller as soon as practicable after completion of the contract between the Buyer and the New Buyer.

### 26.6 Dividing fences

The Seller is not required to contribute to the cost of building, repairing or replacing any dividing fence between the Land and any adjoining land and the Buyer waives any right to claim contribution from the Seller except to the extent any repair or replacement of any dividing fence is required as a result of the Seller damaging the dividing fence.

### 26.7 No use as a display home

The Buyer must not use, promote or advertise a dwelling house erected on the Land to be used, promoted or advertised in any way as a display home.

### 26.8 Indemnity

The Buyer is liable for and indemnifies the Seller on demand against all Claims arising from or in connection with any default or failure by the Buyer to comply with its obligations under this clause 26 including a failure to obtain the Re-sale Deed, except to the extent the Claim was caused or contributed to by the default, wilful or negligent act or omission of the Seller.

### 27 Retaining Structures

### 27.1 Application of clause

This clause 27 applies if the Retaining Structures:

- (1) have been constructed on the Land (whether wholly or partially) by or on behalf of the Seller as at the Contract Date; or
- (2) will be constructed on the Land (whether wholly or partially) by or on behalf of the Seller after the Contract Date.

### 27.2 Buyer's obligations

The Buyer must:

- (1) consult a qualified engineer regarding appropriate offsets and suitable footing systems for any dwelling or structure (including any associated works) to be constructed adjacent to or near any Retaining Structures before commencing construction of the dwelling or structure (including any associated works) on the Land;
- (2) not do anything or cause anything to be done to affect the structural integrity of the Retaining Structures;
- (3) not remove, replace or alter the Retaining Structures;
- (4) keep and maintain the Retaining Structures in a sound structural condition; and



- (5) repair any damage to the Retaining Structures including any damage to drains or disturbance to backfill caused by the construction of:
  - (a) any dwelling or structure (including any associated works) adjacent to or near the Retaining Structures; or
  - (b) any fence above, adjacent to or near the Retaining Structures.

except to the extent any damage to the Retaining Structures was caused or contributed by the default, wilful or negligent act or omission of the vendor.

### 27.3 No representation or warranty

In addition to clause 26.2, if the Buyer submits the Buyer's Plans and Specifications to the Seller for its review and approval, the Buyer acknowledges and agrees that if the Seller gives its approval to the Buyer's Plans and Specifications or provides any assistance or information to the Buyer in relation to the Buyer's Plans and Specifications, then:

- such approval, assistance or information provided by the Seller will not constitute any representation or warranty by the Seller, or any Seller's Representatives, in relation to the maximum load bearing weight of the Retaining Structures; and
- (2) the Buyer will not place any reliance on such review, approval, assistance or information provided by the Seller or any Seller's Representatives.

### 27.4 No objection by Buyer

Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object because of anything in connection with the Retaining Structure or any of the matters referred to in this clause 27.

### 27.5 Indemnity

The Buyer is liable for and indemnifies the Seller on demand against all Claims arising from or in connection with:

- any damage to the Retaining Structures caused or contributed to by any act, omission, negligence or default of the Buyer, the Buyer's contractors or any other person acting on the Buyer's behalf;
- (2) any damage to the Buyer's dwellings or structures constructed on the Land adjacent to or near the Retaining Structures;
- (3) any damage to dwellings or structures constructed on land adjoining or surrounding the Land caused or contributed to by any act, omission, negligence or default of the Buyer, the Buyer's contractors or any other person acting on the Buyer's behalf; or
- (4) any failure by the Buyer to comply with its obligations under clause 27.2.

except to the extent the Claim was caused or contributed to by the default, wilful or negligent act or omission of the Seller.

### 27.6 No merger

This clause 27 does not merge on settlement or termination of this Contract.



### 28 Stormwater discharge

### 28.1 Buyer's acknowledgements

- (1) The Buyer acknowledges that:
  - (a) construction of a Retaining Structure or any alteration of the landform, will change the overland flow path which may cause stormwater runoff to be redirected and concentrated on adjoining properties and may as a result, create a nuisance; and
  - (b) it may be necessary for a drainage system (such as a concrete swale and catch basin, drainage aggregate, geotextile sleeve and perforated pipe) to be installed to redirect surface water through underground pipes to lawful points of discharge including:
    - (i) roadside kerb and channel; or
    - (ii) inter-allotment drainage systems.
- (2) If the Buyer constructs a Retaining Structure or alters the landform, in addition to obtaining all relevant approvals for the construction of the Retaining Structure, the Buyer will:
  - discuss the altered overland stormwater flow between the Property and neighbouring properties with the respective owners of the neighbouring properties;
  - (b) use reasonable endeavours to achieve a mutually satisfactory drainage solution to achieve a lawful point of discharge and not create a nuisance; and
  - (c) be responsible for and shall connect any:
    - (i) altered overland stormwater flow; and
    - (ii) drainage lines at the base of any Retaining Structures;

to a lawful point of discharge via the yard drainage or roof water systems installed as a part of the dwelling house construction on the Land.

### 28.2 No objection by Buyer

Subject to any right of the Buyer under any legislation which cannot be excluded, the Buyer must not Object because of anything in connection with any of the matters referred to in this clause 28.

### 28.3 No merger

This clause 28 does not merge on settlement or termination of this Contract.

### 29 Development of Estate

### 29.1 Development of Estate

The Buyer acknowledges that:

 the Land forms part of the Estate, which will be progressively developed in stages over time;



- (2) the Estate may not be completely developed by the date of Registration or the Settlement Date;
- (3) the timing for commencement and completion of each stage of the development of the Estate will be determined by the Seller acting reasonably;
- (4) parts of the Estate may be consolidated, subdivided or left as they are or sold by the Seller acting reasonably and may be used for any permissible purpose under the relevant planning legislation;
- (5) the Seller may review at any time the proposed development of the Estate including:
  - (a) the configuration, size, density, nature and use of the lots or proposed lots within the Estate; and
  - (b) the name of roads and parks within the Estate shown on any plan or document,

and any document showing the proposed development of the Estate may be modified as a result of such review;

- (6) the Seller may, acting reasonably alter proposals for the development of the Estate including by applying for parts of the Estate to be rezoned to allow those parts to be used for purposes not currently permissible and the Seller makes no warranty or representation that the Estate will be constructed in the form contemplated under any current development approval or under any existing development restrictions;
- (7) without limiting clauses 29.1(5) or 29.1(6), the Seller makes no warranty or representation as to:
  - (a) whether the Estate will or will not include playgrounds, parklands, lakes or water courses, sports grounds, retail or commercial developments, child care centres, schools, community facilities, cycling facilities or public open spaces; or
  - (b) the nature or density of any development within the Estate, or within any stage of the Estate, including whether any stage will comprise commercial or residential development and, if residential, whether that development will comprise low density dwellings, medium density dwellings, high density dwellings, townhouses, multiple dwelling lots, duplexes, villas or retirement dwellings.

### 29.2 Development Activities

As a result of the matters outlined in clause 29.1, the Land, the Buyer and occupiers of the Land may be affected by the Development Activities. The Development Activities may result in any of the following (without limitation):

- noise, dust, vibration and disturbance to the occupiers of the Land within the lawful requirements of any relevant Authority and during any hours permitted by any relevant Authority;
- (2) temporary obstruction or interference with any Services or other services to the Land;
- (3) access to the Land being temporarily diverted during the course of the Development Activities;
- (4) construction traffic adjacent to or passing by the Land;



- (5) construction waste being located near or in close proximity to the Land;
- (6) damage to driveways, landscaping or footpaths within the Estate;
- (7) building materials, vehicles, equipment or fill being stored on adjacent land or roads within the Estate; or
- (8) other disruptions, disturbances or inconveniences associated with the Development Activities.

### 29.3 Roads

The Seller discloses that:

- (1) the Seller intends to dedicate roads within the Estate to the Council or other relevant Authority in stages;
- (2) roads within the Estate may be closed or gated and access restricted (but not to the Property) while the Seller undertakes the Development Activities;
- (3) use of the roads within the Estate will be shared with construction traffic while the Seller undertakes the Development Activities;
- (4) the Seller may not complete the final seal of roads within the Estate until completion of the Development Activities; and
- (5) the configuration of roads within the Estate has not been finalised and the Seller may vary the location of roads or the manner of managing traffic on them.

### 29.4 Selling and Leasing Activities

Until the Seller completes the sale of all proposed residential and other lots within the Estate, the Seller and persons authorised by the Seller are entitled to and will conduct Selling and Leasing Activities.

### **29.5** Address of the property

The Seller discloses that the address of the Property at completion may be different from the address of the Property shown on the front page of this Contract or any address shown in the Plan.

### 29.6 No objection by Buyer

Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not:

- (1) Object because of anything in connection with any of the matters dealt with in this clause 29; or
- (2) make any Claim or seek to enforce any judgment or order against the Seller or other party carrying out the Development Activities unless the Development Activities are not being carried out in accordance with the relevant consent Authority approvals or lawful requirements.

### 29.7 No merger

This clause 29 does not merge on settlement or termination of this Contract.



### 30 No caveat

- (1) Unless this Contract is an instalment contract under section 74 of the Property Law Act 1974 (Qld), the Buyer must not lodge or permit to be lodged any caveat affecting the Property or the Seller's surrounding land (including any part of the Estate).
- (2) Any caveat to be lodged in respect of an instalment contract must relate only to the Property.
- (3) The Buyer must complete this Contract even if a caveat has been lodged over the Property by any person claiming through or under the Buyer.

### 31 Personal property securities register

- (1) Any Security Interest registered in respect of the Seller under the PPSA is not an Encumbrance for the purposes of this Contract.
- (2) The Buyer must not Object to any Security Interest and the Buyer agrees that the Seller is not required to:
  - (a) release or otherwise discharge any Security Interest; or
  - (b) produce to the Buyer a deed of release of the Property (or any part of the Property) from the Security Interest at or prior to settlement.

### 32 Seller's right to transfer Property

The Seller may transfer its interest in the Property and assign its rights and obligations under this Contract without the Buyer's consent. If the Seller does so, then:

- (1) subject to the Seller's contractual, statutory or legal obligations, and in circumstances where it is reasonably practicable, the Seller must give the Buyer 15 Business Days' written notice prior to any assignment, and in all other circumstances must advise the Buyer of the assignment as soon as reasonably practicable after the assignment has occurred;
- (2) the terms of this Contract (including any Guarantee) will remain binding on the Buyer and the Guarantor and will be enforceable by the assignee or transferee;
- (3) the original Seller will be released from all obligations (including those arising prior to the transfer and assignment) under this Contract on delivery to the Buyer of a deed of covenant or a deed of novation signed by the assignee or transferee agreeing to be bound by the Seller's obligations under the Contract; and
- (4) the Buyer will not Object to any reasonable methods employed by the Seller in its endeavours to sell other land including, the use or placement of signs, provided that the Seller does not unreasonably interfere with the Buyer's use of the Property.

### 33 No assignment by Buyer

(1) The Buyer's interest in this Contract is not assignable and the Buyer may not nominate another party to purchase the Property without the prior written consent of the Seller, which may not be unreasonably withheld but may be conditioned by the Seller taking into account the individual circumstances of the proposed assignee or nominee or the proposed assignment or nomination (including requiring the Buyer to enter into a re-sale deed or deed of assignment and requiring the Buyer to pay any stamp duty payable in respect of this Contract despite the assignment or nomination)

- (2) Despite clause 33(1), the Buyer may enter into a contract to on-sell the Property to a third party provided that:
  - (a) the Buyer must complete this Contract with the Seller prior to completion of the on-sale contract;
  - (b) the on-sale contract does not relieve the Buyer from any of its obligations under this Contract;
  - (c) the Buyer must not use any of the Seller's marketing materials or other intellectual property in relation to the on-sale;
  - (d) the Buyer must pay any stamp duty payable in respect of this Contract despite the on-sale; and
  - (e) the Buyer complies with its obligations in clause 26.5 in relation to the Re-Sale Deed.

### 34 Confidentiality

- (1) The parties agree that the matters set out in this Contract are strictly confidential.
- (2) Subject to clause 34(3), the parties must not disclose the terms or contents of this Contract to any third party except:
  - (a) where required by law or a stock exchange; or
  - (b) where required to allow the party to perform its obligations under this Contract; or
  - (c) to the party's employees, auditors, legal advisors, accountants, agents, contractors or financiers or its financiers' legal advisors; or
  - (d) with the consent of the other party.
- (3) The Buyer consents to the Seller, subject to the Seller complying with any applicable laws:
  - (a) disclosing the terms or contents of this Contract to:
    - (i) any third party providing electronic signature technology or digital transaction services to the Seller in connection with this Contract; or
    - (ii) any potential buyer of the Seller's interest in the Property; and
  - (b) making any announcement it considers appropriate in relation to the Seller or its business which may include information relating to this Contract.



### 35 Personal Information

- (1) The Buyer:
  - (a) acknowledges the Seller has collected Personal Information of the Buyer for the purposes set out in the Privacy Policy;
  - (b) subject to the Seller complying with any applicable laws, consents to the Seller using, storing, disclosing and otherwise handling the Buyer's Personal Information in accordance with the Privacy Policy;
  - (c) subject to the Seller complying with any applicable laws, consents to the Seller disclosing the Personal Information of the Buyer that it has collected:
    - (i) the parties disclosed in the Privacy Policy to whom the Seller may disclose Personal Information;
    - (ii) PEXA or any other electronic lodgement network operator;
    - (iii) the owner of land adjoining the Property (Adjoining Owner) upon receiving a request from the Adjoining Owner, for the purpose of any notice which the Adjoining Owner wishes to issue to the Buyer pursuant to the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 (Qld) in relation to fencing work and such disclosure to only comprise of the Buyer's name, address, telephone number(s) and/or email address;
    - (iv) any person or authority as reasonably required to comply with the Seller's obligations under this Contract (including its insurers, agents, employees, contractors, sub-contractors, and related parties); and
    - (v) any person or company engaged or appointed by the Seller to provide customer relations services or other services to the Seller in connection with this Contract or relating to the Estate.
- (2) Save for entering into contractual terms that require recipient third parties referred to in clause 35(1)(c) (other than related bodies corporate of the Seller) (**Recipient Third Parties**) to comply with any applicable laws, the Buyer acknowledges that the Seller has no control over how the Recipient Third Parties may use, store, disclose or otherwise handle the Buyer's Personal Information which has been disclosed to them.
- (3) To the extent permissible by law, the Seller is not liable for and the Buyer releases the Seller from all Claims arising from or in connection with how the Recipient Third Parties use, store, disclose or otherwise handle the Buyer's Personal Information.

### 36 GST

### 36.1 Construction

In this clause 36:

- (1) words and expressions which are not defined in this Contract but which have a defined meaning in GST Law have the same meaning as in the GST Law;
- (2) GST Act has the same meaning as defined in clause 1.1 of the REIQ Terms; and



(3) GST Law has the meaning given to that expression in the GST Act.

### 36.2 Consideration and GST

- (1) The Purchase Price includes any GST payable on the supply of the Property to the Buyer under or in connection with this Contract.
- (2) For any other supply under this Contract, unless expressly stated, all prices and other sums payable or consideration to be provided under this Contract for those supplies are exclusive of GST.

### 36.3 Margin scheme (if applicable)

- (1) On the basis that the Seller considers that it is eligible to apply the margin scheme in accordance with Division 75 of the GST Act to determine the GST payable on the supply of the Property, subject to clause 36.3(2), the parties agree that the margin scheme is to apply to the supply of the Property.
- (2) Despite clause 36.3(1), if:
  - (a) the Seller is not eligible to apply the margin scheme to the supply of the Property (despite any belief of the Seller to the contrary); or
  - (b) on or before settlement, the Seller serves written notice on the Buyer that the Seller does not wish to apply the margin scheme to the supply of the Property,

then the parties agree that the margin scheme does not apply to the supply of the Property.

(3) For the purposes of clause 36.3(2)(b), the parties agree that if the Seller issues a settlement adjustment statement or settlement statement to the Buyer in which the margin scheme is not applied to determine the GST payable on the supply of the Property, the Buyer will be taken to have been served the written notice referred to in clause 36.3(2)(b).

### 36.4 Payment of GST

Except where the consideration for the supply expressly includes GST, if GST is payable on any supply made under this Contract, the recipient will pay the supplier an additional amount equal to the GST payable on the supply.

### 36.5 Timing of GST payment

The recipient will pay the amount referred to in clause 36.4 in addition to and at the same time and in the same manner that the consideration for the supply, or the first part of the consideration for the supply as appropriate, is to be provided under this Contract.

### 36.6 Tax invoice

- (1) Subject to clause 36.6(2), if any part of the consideration to be provided by the recipient under this Contract is consideration for a taxable supply, on request the supplier must provide the recipient with a tax invoice at or before the time that consideration for the supply is to be provided. In relation to any GST payable as part of the Purchase Price, the Buyer acknowledges and agrees that the settlement adjustment statement or settlement statement (as the case may be) is deemed to be the tax invoice.
- (2) The Seller will not provide the Buyer with a tax invoice to the extent the margin scheme applies to a supply made under this Contract.



### 36.7 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a supplier under this Contract, the consideration to be paid or provided will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

### 36.8 Reimbursements

Where a party is required under this Contract to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (1) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
- (2) if the payment or reimbursement is subject to GST, an amount equal to that GST.

### 36.9 GST Withholding

- (1) The Buyer must provide the Seller with any information reasonably requested by the Seller to enable it to determine whether any supply by the Seller under this Contract will give rise to an obligation on the Buyer to remit the GST Withholding Amount.
- (2) The Seller will provide a written notice to the Buyer as required in accordance with section 14-255 of Schedule 1 to the TAA prior to Completion (**Seller Notification**).
- (3) This clause 36.9(3) applies if the Seller Notification confirms that the Buyer is required to remit the GST Withholding Amount.
  - (a) Subject to having received the Seller Notification pursuant to clause 36(1), the Buyer must
    - lodge a notification with the ATO in the approved form in accordance with subsection 16-150(2) of Schedule 1 to the TAA (**Buyer Notification**), no later than 5 Business Days prior to Completion;
    - (ii) if the Seller Notification is provided to the Buyer less than 5 Business Days prior to Completion, the Buyer must lodge the Buyer Notification with the ATO within 1 Business Day of receiving the Seller Notification; and
    - (iii) direct the ATO in the Buyer Notification to communicate with the Buyer via email.
  - (b) The Buyer must provide written evidence of lodgement of the Buyer Notification to the Seller within 1 Business Day of the Buyer Notification being lodged with the ATO, including providing to the Seller:
    - (i) a copy of the Buyer Notification; and
    - a copy of any receipt together with any payment reference number and lodgement reference number received by the Buyer from the ATO in response to the Buyer Notification.
  - (c) At the direction of the Seller as stipulated in the Seller Notification, the Buyer must provide the Seller (or the Seller's nominee) with a settlement cheque on



or before Completion that is payable to the Deputy Commissioner of Taxation for the amount of the GST Withholding Amount.

- (d) If the Buyer provides a settlement cheque in accordance with clause 36.9(3)(c), the Seller:
  - (i) undertakes to send that cheque to the ATO within 10 Business Days of Completion; and
  - (ii) will provide the Buyer with a receipt for that cheque within a reasonable period from Completion.
- (e) If the Buyer does not comply with its obligations under this clause, the Seller can delay Completion until such time as the Seller is satisfied that the Buyer has complied or will comply with its obligations under this clause.
- (f) Where the parties have elected to settle electronically through the electronic platform provided by PEXA:
  - (i) the Buyer acknowledges and agrees that the Seller will create the destination line in the electronic workspace for the GST Withholding Amount; and
  - (ii) if the payment of the GST Withholding Amount to the ATO is made by the Buyer through that electronic platform, clauses 36.9(3)(c) and (d) do not apply.
- (g) If and to the extent that, in addition to the Buyer Notification, the Buyer is required to notify the ATO of Completion or any other transaction details the Buyer must:
  - complete and electronically submit such notification (including Form 2) to the ATO promptly following Completion, or such other earlier time as required by the ATO; and
  - promptly after receiving a receipt from the ATO for such notification notify the Seller in writing of such notification including providing a copy of that ATO receipt.
- (h) The Buyer indemnifies the Seller for all costs, interest and penalties incurred by the Seller following a failure of the Buyer to comply with its obligations under this clause.
- (i) Subject to the Buyer complying with its obligations under this clause, the parties agree that the Buyer's payment of the GST Withholding Amount in accordance with this clause will satisfy the Buyer's obligation to pay a portion of the consideration under this Contract that is equal to that amount. For the avoidance of doubt, if and to the extent that the Buyer does not comply with this clause, the Seller retains the right to payment of the full consideration payable under this Contract.
- (j) In this clause:
  - ATO means the Australian Taxation Office and includes a reference to the Commissioner of Taxation and Deputy Commissioner of Taxation, and vice versa, as required;



- (ii) **Completion** means the Settlement Date;
- (iii) Form 2 means "Form 2: GST property settlement date confirmation" provided on the ATO website, or any such equivalent form as notified by the ATO;
- (iv) TAA means the Taxation Administration Act 1953 (Cth);
- (v) settlement cheque means bank cheque.

### 37 Foreign resident capital gains withholding payment

### **37.1** Application of clause

This clause 37 applies in lieu of clauses 2.5(3) and 2.5(4) of the REIQ Terms if:

- (1) the sale is not an excluded transaction under s14-215 of the Withholding Law; and
- (2) an ATO Clearance Certificate is attached to this Contract.

### **37.2 ATO Clearance Certificate**

- (1) The Buyer acknowledges and agrees that attached to this Contract is an ATO Clearance Certificate which is current as at the Contract Date.
- (2) The Buyer has satisfied itself in relation to the ATO Clearance Certificate provided by the Seller in respect of the following matters:
  - (a) the ATO Clearance Certificate applies to the Seller;
  - (b) the Contract Date falls within the period for which the ATO Clearance Certificate is issued; and
  - (c) the Seller is not required to issue the Buyer with a further ATO Clearance Certificate on or before settlement.

### 37.3 Buyer not to withhold

On settlement, the Buyer must not withhold any amount from the Purchase Price pursuant to Subdivision 14-D of the Withholding Law.

### 37.4 No ATO Clearance Certificate required

If this clause 37 does not apply by virtue of the sale being an excluded transaction under section 14-215 of Schedule 1 of the TA Act, the Buyer agrees that:

- (1) the Seller is not required to deliver an ATO Clearance Certificate to the Buyer before completion; and
- (2) at completion, the Buyer must not deduct any amount from the Purchase Price to withhold in accordance with Subdivision 14-D of Schedule 1 to the TA Act.

### 37.5 No objection

The Buyer must not Object to the matters dealt with in this clause 37.



### 38 Electronic Settlement

### 38.1 Application of clause

- (1) This clause 38 applies if all Parties agree to an Electronic Settlement or if Conveyancing Transactions are required at Law to be conducted through an ELN.
- (2) For the purposes of clause 38.1(1):
  - (a) at any time prior to the creation of an Electronic Workspace by the Seller, a Party may agree to an Electronic Settlement by giving the other Party a written notice specifying that Party's agreement to an Electronic Settlement; or
  - (b) where an Electronic Workspace has been created by the Seller, a Party is taken to have agreed to an Electronic Settlement:
    - (i) in respect of the Seller, by inviting the Buyer to join the Electronic Workspace; and
    - (ii) in respect of the Buyer, by accepting the Seller's invitation to join the Electronic Workspace.
- (3) Subject to clause 38.1(4), this clause 38 ceases to apply if a Party gives a written notice to the other Party that it can no longer proceed with an Electronic Settlement.
- (4) A notice under clause 38.1(3) may not be given:
  - (a) later than 3 Business Day before the Settlement Date; or
  - (b) if it is a requirement at Law that Conveyancing Transactions must be conducted through an ELN.

### 38.2 Electronic Workspace

- (1) The Parties agree that the Electronic Settlement will be conducted in an Electronic Workspace created by the Seller.
- (2) The Seller will create an Electronic Workspace in relation to this transaction within a reasonable period prior to the Settlement Date.
- (3) As soon as reasonably practicable after accepting an invitation from the Seller to join the Electronic Workspace, the Buyer must invite the Financial Institution (if any), who is to provide finance to the Buyer in relation to its purchase of the Land, to join the Electronic Workspace.
- (4) Each Party must:
  - (a) conduct the Electronic Settlement in accordance with the ECNL and the Participation Rules; and
  - (b) do all things required to be done by the Party in the Electronic Workspace to effect Electronic Settlement in accordance with this Contract.
- (5) A Party is not in default to the extent that it is prevented from or delayed in complying with an obligation because the other Party, the other Party's Representative or the other Party's Financial Institution (if any) has failed to do anything that it is required to do in the Electronic Workspace.
- (6) In the event that the Buyer changes its Representative, the Buyer must:



- (a) ensure that the Buyer's Representative promptly withdraws from the Electronic Workspace;
- (b) provide the Seller with the contact details for the Buyer's replacement Representative; and
- (c) ensure that the Buyer's replacement Representative joins the Electronic Workspace as soon as practicable after the original Representative withdraws from the Electronic Workspace.
- (7) Without limiting clause 38.2(5), the Seller is not in default to the extent that it is prevented from or delayed in complying with an obligation as a result of a breach of clause 38.2(6).

### 38.3 Settlement Time and locking of Electronic Workspace

- (1) The Seller will nominate the Settlement Time:
  - (a) if the Land is a lot in a registered plan, as soon as reasonably practicable after the Seller has created the Electronic Workspace; or
  - (b) if the Land is a lot in an unregistered plan, as soon as reasonably practicable after a separate freehold title for the Land has been created.
- (2) If the Parties cannot agree on the Settlement Time, the Settlement Time to be nominated in the Electronic Workspace is 12.00 pm.
- (3) A Party may not exercise any right under this Contract or at Law to terminate this Contract during the period of time the Electronic Workspace is locked for Electronic Settlement.

### 38.4 Electronic Settlement

- (1) In respect of an Electronic Settlement:
  - the Buyer is taken to have complied with clause 5.2(1) of the REIQ Terms by preparing and Digitally Signing an electronic transfer in the Electronic Workspace before the Settlement Date;

the Seller is taken to have complied with clauses 5.3(1)(a), (b), (c), (d), (e) and (f) of the REIQ Terms if, at settlement, the Electronic Workspace contains:

- (i) the electronic transfer which has been Digitally Signed by the Seller; and
- (ii) any other electronic document which is required to be provided by the Seller for the electronic lodgement of the transfer in the Queensland Titles Office;
- (b) clauses 5.1(2) and 5.2 do not apply; and
- (c) if there is any Access Device or any document or thing not suitable for Electronic Lodgement, the Buyer may collect the Access Device or other document or thing from the Seller or the Seller's Representative (as applicable) after settlement.
- (2) The Buyer acknowledges and agrees that the Seller is not required to provide the Buyer with the original certificate of title for the Land.



- (3) Settlement occurs when the Electronic Workspace records that Financial Settlement has occurred.
- (4) If settlement does not occur at the Settlement Time, the Parties must do all things reasonably necessary to effect settlement electronically on the same day or on the next Business Day.

### 38.5 Systems inoperative

- (1) Neither Party is in default under this Contract, if settlement does not occur at the Settlement Time because a computer system operated by the Queensland Titles Office, PEXA, the Office of State Revenue, the Reserve Bank of Australia or a Financial Institution involved in the transaction is inoperative.
- (2) In the event that the computer system operated by the Queensland Titles Office is inoperative at the Settlement Time, the Parties agree to proceed to Financial Settlement notwithstanding the unavailability of electronic lodgement with the Queensland Titles Office.

### 38.6 Costs

Each Party must pay its own fees and charges in connection with the Electronic Settlement including any fees and charges payable to PEXA or the Queensland Titles Office.

### 38.7 Inconsistency

To the extent there is any inconsistency between this clause 38, the REIQ Terms and any other clause of this Contract, this clause 38 prevails over the REIQ Terms and any other clause to the extent of the inconsistency.

### 38.8 Definitions

In this clause 38:

Access Device means:

- (1) each key and security device which enables access to the Property; and
- (2) written details of each code which applies in respect to any security system applicable to or which enables access to the Property.

Conveyancing Transactions has the meaning given to it in the ECNL.

Digitally Sign has the meaning given to it in the ECNL.

**ECNL** means the Electronic Conveyancing National Law (Qld).

**Electronic Settlement** means a settlement which is conducted using an ELN in accordance with the ECNL.

Electronic Workspace means a shared electronic workspace generated by the ELN.

ELN has the same meaning given to it in the ECNL.

**Financial Institution** means a financial institution as defined in section 3 of the *Cheques Act 1986* (Cth).

**Financial Settlement** means the exchange of funds or value between the Financial Institutions in accordance with the instructions of the Parties.



**Participation Rules** means the rules relating to the use of an ELN as determined by the relevant Authority pursuant to section 23 of the ECNL.

**Party** means, as the case requires, either the Seller or the Buyer, or both the Seller and the Buyer.

**Representative** means a person who is either a legal practitioner or conveyancer and who has been appointed to act for a Party in relation to transaction contemplated by this Contract.

**Settlement Time** means the time of day on the Settlement Date when the Electronic Settlement is to occur, as nominated in accordance with clause 38.3(1) or otherwise agreed by the Parties.

### 39 Electronic Contract

Unless otherwise requested by the Buyer (acting reasonably) this Contract will be executed and exchanged by electronic means using an electronic platform which is subscribed to by the Seller.

### 40 FIRB Approval

### 40.1 Application of clauses

If the "FIRB Approval required" section in the Reference Schedule:

- (1) is marked "NO" then clause 40.2 applies;
- (2) is marked "YES" then clauses 40.3 and 40.4 apply;
- (3) has no choice marked, then it is taken to be marked "YES" and clauses 40.3 and 40.4 apply;
- (4) has both choices marked, then it is taken to be marked "YES" and clause 40.3 and 40.4 apply; and
- (5) clause 10.2 of the REIQ Terms is deleted.

### 40.2 FIRB Approval – No

- (1) The Buyer warrants at the Contract Date and again at completion that the Buyer is:
  - (a) not a foreign person for the purposes of the FATA Legislation; and
  - (b) not required to give notice to the Treasurer under section 81(1) of the FATA.
- (2) The warranty in clause 40.2(1) is an essential term of this Contract, a breach of which entitles the Seller to terminate.
- (3) The Buyer acknowledges that the Seller has entered into this Contract in reliance on this warranty.
- (4) The Buyer is liable for and indemnifies the Seller on demand against any Claims suffered or incurred by the Seller in connection with or arising from a breach of the warranty in clause 40.2(1).



### 40.3 FIRB Approval – Yes

- (1) With the exception of this clause 40.3, clause 2 of the REIQ Terms and clause 18 [Guarantee], this Contract is subject to and conditional on the Buyer receiving FIRB Approval on or before the FIRB Approval Date. All other provisions only have effect from the date the Buyer receives FIRB Approval.
- (2) For the avoidance of any doubt, the parties acknowledge and agree that no obligation under this Contract on the Seller to sell, or right of the Buyer to buy, the Property is binding on the parties until the Buyer has received FIRB Approval.
- (3) The Buyer must, at the Buyer's cost:
  - (a) within 10 Business Days from the Contract Date:
    - make an application to the Treasurer in accordance with section 81 of the FATA in respect of the purchase of the Property by the Buyer (Application);
    - (ii) pay the applicable fee in respect of the Application to the Treasurer; and
    - (iii) provide evidence to the Seller of the Buyer's compliance with clauses 40.3(3)(a)(i) and 40.3(3)(a)(ii), including a copy of the Application;
  - (b) use best endeavours to obtain FIRB Approval as expeditiously as possible and in any event on or before the FIRB Approval Date; and
  - (c) provide the Treasurer with all information the Treasurer requires (and signing all documentation required) to make a decision under the FATA Legislation.
- (4) The Buyer must serve notice of FIRB Approval within 3 Business Days after the Buyer receives FIRB Approval and provide the Seller with a copy of the FIRB Approval.
- (5) The Buyer must serve notice within 3 Business Days after the Buyer:
  - (a) receives an indication that the Buyer will not, or may not, obtain FIRB Approval; or
  - (b) receives formal notification that FIRB Approval will not be given; or
  - (c) does not receive FIRB Approval by the FIRB Approval Date,

and provide the Seller with copies of all correspondence in relation to the Application.

- (6) Clause 40.3(3) and clause 40.3(5) are essential terms of this Contract and a breach of either or both of them entitles the Seller to terminate by serving a notice.
- (7) If the Buyer complies with the Buyer's obligations under clause 40.3(3) and serves a notice as required under clause 40.3(5), then this Contract is rescinded and the provisions of clause 2.4 of the REIQ Terms applies, except that the Seller can retain from the Deposit any reasonable administration costs incurred by the Seller.
- (8) On the Seller's request, the Buyer must inform the Seller of the progress of the Application and provide the Seller with copies of all correspondence in relation to the Application.



- (9) The Buyer is not required to comply with the provisions of clause 40.3(3) if, within 5 Business Days of the Contract Date, the Buyer provides evidence to the satisfaction of the Seller, in the Seller's absolute discretion, that the Buyer does not require FIRB Approval but the Buyer must pay the Seller's solicitors' reasonable legal costs of reviewing that evidence.
- (10) If the Buyer complies with the Buyer's obligations under clause 40.3(3) and the Buyer has not received any correspondence from the Treasurer regarding the Application on or before the FIRB Approval Date, the Buyer may, by written notice to the Seller, request the Seller to extend the FIRB Approval Date. The Buyer may request an extension of the FIRB Approval Date under this clause 40.3(9) more than once.
- (11) Upon written request from the Buyer under clause 40.3(9), the Seller may extend the FIRB Approval Date by any number of days. The Seller must act reasonably when considering the Buyer's request under clause 40.3(9) but is not obliged to extend the FIRB Approval Date.
- (12) The Seller can, irrespective of whether or not the Buyer has made a request under clause 40.3(9), serve a notice on the Buyer extending the FIRB Approval Date by any number of days specified in that notice. The Seller may issue a notice extending the FIRB Approval Date under this clause 40.3(11) more than once.

### 40.4 Compliance with FIRB Approval conditions

- (1) The Buyer must use best endeavours to comply with the conditions of the FIRB Approval which has been obtained, if any are imposed.
- (2) The Buyer indemnifies the Seller on demand against all Claims arising from or in connection with the Buyer's failure to comply with clause 40.4(1).
- (3) This clause 40.4 does not merge on completion of this Contract.

### 41 General

### 41.1 Governing law

This Contract is governed by and must be construed according to the Law applying in Queensland.

### 41.2 Jurisdiction

Each party irrevocably:

- (1) submits to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Contract; and
- (2) waives any objection it may now or in the future have to the venue of any proceedings, and any Claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 41.2(1).

### 41.3 Variation

A provision or right created under this Contract cannot be varied except in writing signed by or on behalf of the parties.



### 41.4 Indemnities

- (1) Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Contract.
- (2) Unless otherwise specified in this Contract, it is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Contract.

### 41.5 Stamp duty and registration fees

- (1) The Buyer must pay all stamp duty on this Contract and on any guarantee, deed or other document contemplated by this Contract and any registration fees relating to the transfer of the Property to the Buyer. The Buyer indemnifies the Seller in respect of any stamp duty and registration fees.
- (2) If the Seller is required to pay any stamp duty, the Seller may recover the amount paid from the Buyer (and/or Guarantor) as a liquidated debt.

### 41.6 Waiver

- (1) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this Contract by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Contract.
- (2) Any waiver or consent given by any party under this Contract will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (3) No waiver of a breach of any term of this Contract will operate as a waiver of another breach of that term or of a breach of any other term of this Contract.

### 41.7 Counterparts

- (1) This Contract may consist of a number of counterparts and the counterparts taken together constitute one document.
- (2) The exchange of executed counterparts by facsimile or email (or a combination of facsimile and email) will create a binding agreement.
- (3) For the purposes of the Electronic Transactions (Queensland) Act 2001, the parties acknowledge and confirm they have consented to being given information (including this Contract) by electronic communication.

### 42 Commercial interests

- (1) The Seller discloses and the Buyer acknowledges that many provisions contained in this Contract are reasonably necessary to protect the Seller's legitimate commercial interests by providing the Seller with sufficient flexibility in relation to:
  - (a) design and services changes and the like;
  - (b) the ultimate form of the Estate including the configuration, size, nature and use of the lots or proposed lots within the Estate;



- (c) the impact of changing demands for residential and commercial properties and different types of residential and commercial properties; and
- (d) compliance with requirements of Authorities,

which may arise during the course of the Seller's development of the Estate having regard to the nature and current state of the Seller's development of the Estate, including:

- (e) the reservation of the Seller's rights to extend the Development Approval Date and/or Sunset Date under clause 19.4;
- (f) the reservation of the Seller's rights to make alterations to the property and the Plan contained in clause 19.7;
- (g) the reservation of the Seller's rights to create easements or other encumbrances over the Land contained in clause 19.7;
- (h) the reservation of the Seller's rights in relation to services and the like contained in clause 21; and
- (i) the restriction on the Buyer's rights to Object contained in this Contract (subject to any applicable laws, including the Australian Consumer Law).
- (2) The provisions identified in this clause 42 as being in the Seller's legitimate commercial interest are not to be construed as being the only provisions within the contract or aspects of the development, which are in the Seller's legitimate commercial interests.

### 43 Valuation

### 43.1 Application of clause

This clause 43 only applies if:

- (1) the Land is a lot in an unregistered Plan as at the Contract Date; and
- (2) clause 3 of the REIQ Terms applies to this Contract.

### 43.2 Conditional upon Satisfactory Valuation

This Contract is subject to and conditional on the Buyer obtaining a Satisfactory Valuation by the Valuation Date in accordance with this clause 43.

### 43.3 Valuation

- (1) Once the Seller has notified the Buyer that the Land is available for conducting a Valuation, the Buyer must promptly:
  - (a) Notify their Financier that a Valuation can be conducted on the Land;
  - (b) Do everything reasonably required by their Financier in order for their Financier to procure a Valuation; and
  - (c) By 5.00 pm on the Valuation Date, give notice to the Seller that:



- i. a Satisfactory Valuation has been obtained and that clause 43.2 is satisfied; or
- ii. the Buyer waives the benefit of this clause 43; or
- iii. the Valuation obtained by the Financier is not a Satisfactory Valuation, with such notice given strictly in accordance with clause 43.4.
- (2) If the Buyer does not give the Seller a notice in accordance with clause 43.3(1)(c) then the Buyer waives the benefit of this clause 43 and the Contract is unconditional in this regard.

### 43.4 Buyer's right to terminate – Unsatisfactory Valuation

The Buyer may terminate this Contract by providing both of the following to the Seller by 5.00 pm on the Valuation Date:

- (1) Written notice that the Valuation obtained by the Financier is not a Satisfactory Valuation and that it elects to terminate this Contract; and
- (2) Written evidence issued by the Financier that the Valuation is not a Satisfactory Valuation. For the avoidance of doubt:
  - (a) An email or letter issued by the Financier to either the Buyer or the Buyer's broker confirming the Valuation result was not a Satisfactory Valuation will be satisfactory evidence for the purposes of this clause 43.4; and
  - (b) An email or letter issued by the Buyer's broker is not satisfactory evidence for the purposes of this special condition.

### 43.5 Deposit

Should the Buyer lawfully terminate this Contract in accordance with clause 43.4, this Contract will be at an end and the Deposit and any other monies paid by the Buyer to the Seller or the Deposit Holder will be refunded to the Buyer in full and neither party will have any further Claim against the other.

### 43.6 Definitions

In this clause:

**Satisfactory Valuation** means a Valuation which identifies the market value of the Land as being greater than or equal to 95% of the Purchase Price.

**Valuation** means an appraisal of the market value of the Land conducted or procured by the Buyer's Financier.

**Valuation Date** means the date which is 14 days from the date the Seller notifies the Buyer that the Land is accessible for valuation.



# Annexure B – Additional Special Conditions (including project specific conditions)



# Providence East Project Specific Conditions (Stage 8A - Providence East)

### 44. Additional Definitions

In addition to the definitions stated in clause 1.1 of the REIQ Terms of Contract and the Special Conditions, the following definitions apply to this Contract:

**Acoustic Report** means the Ripley Valley Providence, Stage ROL1 – Road Traffic Noise Assessment dated 4 December 2023 and prepared by SLR Consulting Australia Pty Ltd, which is attached to this Contract.

Adjoining Lot means a lot which shares a common boundary with the Land.

Approving Authority means the Minister for Economic Development Queensland.

**Bushfire Management Plan** means the bushfire management plan prepared by Land and Environmental Consultants Pty Ltd dated 28 April 2023 and 29 November 2023, which is attached to the Contract (as amendment from time to time in accordance with the requirements of the development approval(s) applying to the Estate.

Fencing Plan means the fencing plan attached to this Contract.

Future Train Line means the train line that is, or may be, built north of the Providence Estate.

**Landscaping Works** means any landscaping works including works ancillary to or associated with the landscaping works to be carried out by the Buyer in accordance with the Plan of Development and Design Essentials.

Local Government means Ipswich City Council.

**Plan of Development** means the Plan of Development applying to the Land as approved by the Local Government and attached to this Contract.

**Swanbank Odour Report** means the Odour Risk Assessment – Providence East Report issued by Astute Environmental Consulting Pty Ltd for the Estate dated 3 September 2019, which is attached to this Contract.

Zero Line Lot means a lot on which improvements may be built to the boundary of the lot.

### 45. Plan of Development

- (1) The Buyer acknowledges receiving a copy of the Plan of Development.
- (2) The Buyer acknowledges that the Land is purchased subject to the Plan of Development and accordingly any dwelling or improvement constructed on the Land in the future must be constructed in accordance with the requirements nominated for the Land (including the relevant setback requirements, driveway location requirements and other requirements nominated for the Land and otherwise the Estate) as shown on the Plan of Development.
- (3) To the extent of any inconsistency between the Design Essentials and the Plan of Development, the Plan of Development prevails.
- (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 condition 45.

### 46. Zero Line Lots

(1) This condition applies to 5292, 5293, 5294, 5295, 5296, 5297, 5330, 5331, 5332, 5333, 5334, 5335, 5336, 5337, 5338, 5346, 5347, 5348, 5349, 5350, 5351, 5352, 5353, 5354, 5355, 5356, 5359, 5360, 5361, 5362, 5363, 5364, 5365, 5366, 5367, 5368, 5369, 5370,

5371, 5372, 5373, 5374, 5375, 5376, 5378, 5379, 5380, 5381, 5382, 5383, 5384 and 5385 in Stage 8A - Providence East of the Estate.

- (2) The Buyer acknowledges:
  - (a) that Lots 5292, 5293, 5294, 5295, 5296, 5297, 5330, 5331, 5332, 5333, 5334, 5335, 5336, 5337, 5338, 5346, 5347, 5348, 5349, 5350, 5351, 5352, 5353, 5354, 5355, 5356, 5359, 5360, 5361, 5362, 5363, 5364, 5365, 5366, 5367, 5368, 5369, 5370, 5371, 5372, 5373, 5374, 5375, 5376, 5378, 5379, 5380, 5381, 5382, 5383, 5384 and 5385 in Stage 8A Providence East of the Estate are optional Zero Line Lots;
  - (b) the Seller has not made any representations or given any warranties regarding any access to the Land from an Adjoining Lot;
  - (c) that Adjoining Lot owner(s) may not be obliged to provide the Buyer or any person authorised by the Buyer access to the Adjoining Lot for the purpose of the Buyer constructing or maintaining an improvement on or to the boundary of the Land and that the Buyer will be required to negotiate and agree on any access arrangements, if required, directly with the Adjoining Lot owner(s);
  - (d) that Adjoining Lots in stages adjacent to Stage 8A Providence East of the Estate may also be Zero Line Lots;
- (3) 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 condition 46.

### 47. Developer Fencing

- (1) This condition applies to Lots 5292, 5295, 5296, 5297, 5329, 5341, 5342, 5343, 5357, 5358 5373, 5374, 5376, 5377, 5378 and 5386 in Stage 8A Providence East of the Estate in accordance with the Fencing Plan.
- (2) The Buyer acknowledges that the Seller will construct a:
  - (a) "Type 1A feature fence in ground" in accordance with the Design Essentials along the:
    - (i) northern boundary of Lots 5329 and 5377, and
    - (ii) southern boundary of Lots 5342, 5343, 5373 and 5378;
  - (b) "Type 1B feature fence" on top of the retaining wall in accordance with the Design Essentials along the:
    - (iii) eastern boundary of Lot 5292,
    - (iv) southern boundary of Lots 5342, 5373 and 5374, and
    - (v) northern boundary of Lots 5357, 5358 and 5386;
  - (c) "Type 3A Premium fencing" 1500mm high in accordance with the Design Essentials along the:
    - (i) northwestern boundary of Lots 5357 and 5386;
    - (ii) southeastern boundary of Lots 5292, 5342 and 5373, and
    - (iii) southwestern boundary of Lots 5343 and 5374,
  - (d) "Good neighbour fencing" on top of the retaining wall in accordance with the Design Essentials along the rear boundary of Lots 5295, 5296, 5297, 5341, 5342, 5376, 5377 and 5386.

which fence may be situated wholly or partially within the Land and the Buyer must:

- (e) keep the fence in good repair and condition (at its cost); and
- (f) not remove, replace or alter the fence without the prior approval of the Seller and, if required, the Local Government.
- (3) 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 condition 47.

### 48. Noise amenity

- (1) The Buyer acknowledges:
  - (a) the Land is purchased subject to the Acoustic Report and it must comply with all treatment and building requirements for any dwelling or improvements to be constructed on the Land as set out in the Acoustic Report (if any); and
  - (b) noise will affect the Land and the amenity of the Land may be impacted on by noise surrounding the Land as described in the Acoustic Report.
- (2) The Buyer further acknowledges that:
  - (a) it should make its own enquiries in relation to the residential amenity impacts and any costs arising as a result of the Acoustic Report and any resulting noise issues in respect of the Land; and
  - (b) the Seller makes no representations and gives no warranties in relation to the costs of compliance with the treatment and building requirements for any dwelling or improvements to be constructed on the Land in accordance with the Acoustic Report or otherwise.
- (3) 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 condition 48.

### 49. Display Village

- (1) The Buyer acknowledges the Seller or third party builders may construct and operate one or more display villages which includes one or more display homes in the Estate within, or within proximity of, Stage 8A of the Estate (**Display Village**) and invite the public to a Display Village to promote the Estate.
- (2) The Buyer further acknowledges that the Seller or the third party builder may:
  - (a) invite the public to attend the Display Village to promote the Estate; and
  - (b) be required to install or construct facilities to allow for the use and operation of the Display Village including, without limitation, temporary car parking, signage for the Display Village or temporary driveways to the display homes or the Display Village.
- (3) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object to the location, construction or operation of Display Village or any of the matters disclosed in this condition 49.

### 50. Retail Centre – Medical Centre and Commercial Facilities

- (1) The Buyer acknowledges that:
  - medical and commercial facilities may be constructed in the village centre of the Estate, as indicated in the Plan of Development, within proximity of Stage 4 - Providence East; and

- (b) it has not relied on any representations by the Seller or the Seller's Representatives in relation to the retail and commercial facilities in the village centre of the Estate, including any representation in relation to an anticipated completion timeframe, as indicated within any marketing material or otherwise issued by the Seller or the Seller's Representative.
- (2) 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 condition 50.

## 51. Proposed school, childcare centre, neighbourhood centre, community centres, parks and sport fields

- (1) The Buyer acknowledges that:
  - (a) a school, childcare centre, neighbourhood centre, community centre, parks and sport fields are proposed to be developed within the Estate; and
  - (b) it has not relied on any representations by the Seller or the Seller's Representatives in relation to the proposed school, childcare centre, neighbourhood centre, community centre, parks and sport fields and/or any other development indicated within any marketing material issued by the Seller or the Seller's Representative.
- (2) 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 condition 51.

### 52. Parks and sport fields

- (1) The Buyer acknowledges that:
  - (a) those areas designated as "neighbourhood recreation park and sport fields" on the Plan of Development and which is situated close to the Land is designated for park (which may include a dog park) and greenspace purposes and the Seller makes no representation in respect of any infrastructure or equipment (including toilets, BBQs and children's play equipment) to be constructed or provided in the park;
  - (b) there is a park adjacent to Stage 8A Providence East in the Estate (identified as Lot 9023 on the Plan of Development);
  - (c) the Seller makes no representation that the park will be completed at Settlement nor does it make any representation to the anticipated completion timeframe of the park; and
  - (d) at times residential amenity may be impacted by noise and lighting from the park.
- (2) 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 condition 52.

### 53. Affordable or social housing

- (1) The Buyer acknowledges that:
  - (a) as part of the Seller's approvals to develop the Estate, the Seller (or a party nominated by the Seller in its discretion) may be required to deliver affordable and social housing; and
  - (b) it has not relied on any representations by the Seller or the Seller's Representatives in relation to the proposed affordable and social housing.
- (2) 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 condition 53.

### 54. Future Train Line

- (1) The Buyer acknowledges that:
  - (a) there is, or may be, a Future Train Line;
  - (b) it has not relied on any representations by the Seller or the Seller's Representatives in relation to the Future Train Line; and
  - (c) at times residential amenity may be impacted by noise and lighting resulting from the Future Train Line.
- (2) 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 condition 54.

### 55. Swanbank Waste Facility

- (1) The Buyer acknowledges:
  - (a) the Land is purchased subject to the Swanbank Odour Report;

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- (b) the Land may be impacted from odour emanating from the Swanbank waste processing facility located within proximity of the Estate as described in the Swanbank Odour Report.
- (2) The Buyer further acknowledges that:
  - (a) the impact of odour emanating from the Swanbank waste processing facility upon the Land was identified by the Swanbank Odour Report to not exceed the threshold for odour nuisance as specified in the "Ecoaccess Guideline: Odour Impact Assessment from Development" produced and adopted by the Department of Environment and Resource Management;
  - (b) the Swanbank Odour Report determined that any odour that may be detected from time to time is of a frequency and intensity which satisfied the relevant State planning level for residential amenity;
  - (c) it should make its own enquiries in relation to the residential amenity impacts and any costs arising as a result of the Swanbank Odour Report and any resulting odour issues in respect of the Land; and
  - (d) the Seller makes no representations and gives no warranties in relation to the odour emanating from the Swanbank waste processing facility, the contents of the Swanbank Odour Report or otherwise.
- (3) 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 condition 55.

### 56. Current, Existing and Future Uses in the area surrounding the Land

- (1) The Buyer acknowledges:
  - (a) it has not relied on any representations by the Seller, its employees, agents, or consultants in relation to the existing and future uses in the area surrounding the Land;
  - (b) it should make its own enquiries in relation to the existing and future uses in the area surrounding the Land.
- (2) 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 condition 56.

### 57. Special Rates and Charges

- (1) The Buyer acknowledges that the Land falls within an area that may be affected by a future special rate or charge to fund certain services, facilities or activities and a property note will be placed on Ipswich City Council's Land Record noting that such future special rate or charge may be imposed.
- (2) The Buyer further acknowledges the Seller has not made any representations or given any warranties regarding:
  - (a) the types of projects which may be funded by a future special rate or charge; or
  - (b) the amount of any future special rate or charge that will be imposed by the Local Government.
- (3) 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 condition 57.

### 58. Name of Suburb

- (1) The Buyer acknowledges that the gazetted name of the suburb is "White Rock".
- (2) 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 condition 58.

### 59. Administrative Advice – DSI/OFFSET

- (1) The Buyer acknowledges that a "DSI/OFFSET" administrative advice (being a land valuation act notice) may or may not apply to the Land, and the Land may therefore be sold subject to a "DSI/OFFSET" administrative advice registered on the title.
- (2) The Buyer further acknowledges that irrespective of any "DSI/OFFSET" administrative advice being registered on the title (if at all), a deduction for site improvements or an offset allowance will not apply.
- (3) 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 condition 59.

### 60. Subdivision after Settlement

### 60.1 Buyer's representation and warranty

- (1) The Buyer represents and warrants to the Seller that the Buyer will not after Settlement subdivide the Property.
- (2) The Buyer acknowledges that the Seller has entered into this Contract in reliance upon the Buyer's representation and warranty in clause 60(1).

### 60.2 Buyer's indemnity

- (1) The Buyer is liable for and indemnifies the Seller from and against all Claims (including legal fees and expenses on a full indemnity basis or a solicitor and own client basis, whichever is higher) incurred by or made against the Seller arising from or in connection with:
  - (a) a breach by the Buyer of its representation and warranty under clause 60(1)(1); or
  - (b) the Buyer's failure to comply with clause 60.3.

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- (2) The indemnity in clause 60.2(1) is a continuing obligation, separate and independent from the other obligations of the Buyer and survives termination, completion or expiration of this Contract.
- (3) It is not necessary for the Seller to incur expense or to make any payment before enforcing the right of indemnity conferred by clause 60.2(1) and the Buyer must pay on demand any amount it must pay under the indemnity.

### 60.3 Disposal by purchaser

- (1) The Buyer agrees that, having regard to the Buyer's representation and warranty in clause 60.1(1) and indemnity in clause 60.2, the Buyer must not sell, transfer or otherwise dispose of the Property without first delivering to the Seller a deed of covenant signed by the incoming buyer, transferee or disponee in favour of the vendor in which the incoming buyer, transferee or disponee:
  - (a) represents and warrants to the Seller that it will not subdivide the Property; and
  - (b) indemnifies the Seller on the same terms as clause 60.2.
- (2) The deed of covenant must include a covenant that if the subsequent buyer, transferee or disponee sells or otherwise disposes of its interest in the Property, the subsequent buyer, transferee or disponee obtains a deed on similar terms including this clause 60.3.
- (3) If requested by the Seller, the Buyer must pay the Seller's reasonable costs and expenses (including any legal costs and expenses) in entering into the deed of covenant.

### 61. Medium density, terrace houses and mixed use sites

- (1) The Buyer acknowledges and agrees that certain lots within the Estate may be designated by the Seller (in its discretion) as Multiple Dwelling Units.
- (2) Unless the Land is designated by the Seller (in writing) as a Multiple Dwelling Unit under paragraph (1), the Buyer agrees it must not:
  - (a) apply to the Local Government or any other relevant Authority to designate the Land as a Multiple Dwelling Unit; or
  - (b) construct a Multiple Dwelling Unit on the Land.
- (3) The Buyer acknowledges that any lot designated to contain a Multiple Dwelling Unit or having a Multiple Dwelling Unit constructed on it may incur additional headworks payments, and that these must be paid by the buyer of that lot.
- (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 condition 61.

### 62. Proposed Residential Apartments

- (1) The Buyer acknowledges that:
  - (a) the Seller or a third party property developer (unrelated to the Seller) proposes to construct a residential apartment development located in the proximity of the Land (Proposed Residential Apartments);
  - (b) the Seller does not make any representations or warranties that the Proposed Residential Apartments or any associated facilities or amenities;
    - 1. will be constructed or completed before or after settlement of this Contract; or
    - 2. will be constructed; and

- (c) at times, the amenity of the Land may be affected by the construction of the Proposed Residential Apartments, including, without limitation, noise, dust, lighting and, at times, crowding.
- (2) 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 condition 62

### 63. Traffic Noise

- (1) The Buyer acknowledges:
  - in the future noise may affect the Land and the amenity of the Land may be impacted on by road (and rail corridor) traffic noise from the Centenary Highway and any other future or planned roads;
  - (b) the Land is purchased subject to the existing and planned road traffic noise impact from the Centenary Highway and any future rail corridor and/or roads;
  - (c) any dwelling or improvement constructed on the Land in the future must be constructed in accordance with Standards Australia AS 3671:1989 so as to achieve the minimum standard for road traffic noise;
- (2) The Buyer further acknowledges:
  - (a) it should make its own enquiries in relation to the residential amenity impacts and any costs arising as a result of the road traffic noise issues in respect of the Land; and
  - (b) the Seller makes no representations and gives no warranties in relation to the costs of compliance with the treatment and building requirements for any dwelling or improvements to be constructed on the Land.
- (3) Subject to any rights of the Buyer under any legislation which cannot be excluded, the Buyer must not Object in relation to any of the matters disclosed in this condition 63.

### 64. Temporary Sales Office

- (1) The Buyer acknowledges that:
  - the Seller proposes to construct and operate a temporary sales office on a lot within the Estate and within proximity to Stage 8A - Providence East (Temporary Sales Office);
  - (b) the Seller makes no representation of any infrastructure, location or the timing for completion for the Temporary Sales Office; and
  - (c) at times the residential amenity may be impacted by noise, lighting or dust from the Temporary Sales Office.
- (2) 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 condition 64.

### 65. Satellite Hospital

- (1) The Buyer acknowledges that.
  - (a) a satellite hospital has been developed within the Estate (Satellite Hospital);
  - (b) it has not relied on any representations by the Seller or the Seller's Representatives in relation to the Satellite Hospital and/or any other development

indicated within any marketing material issued by the Seller or the Seller's Representative.

(2) 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 condition 65.

### 66. Landlease Community Site

- (1) The Buyer acknowledges that:
  - (a) the Seller proposes to construct and operate a land-lease community facility within the Estate and within proximity to Stage 8A Providence East (Landlease Community Facility);
  - (b) the Seller makes no representation of any timing for completion for the Landlease Community; and
  - (c) at times the residential amenity may be impacted by noise, traffic, lighting other land lease community facility issues.
- (2) 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 condition 66.

### 67. Proposed Fire and Rescue Station

- (1) The Buyer acknowledges that.
  - (a) a Fire and Rescue Station is proposed to be developed within the Estate (**Station**);
  - (b) it has not relied on any representations by the Seller or the Seller's Representatives in relation to the proposed Station and/or any other development indicated within any marketing material issued by the Seller or the Seller's Representative.
- (2) 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 condition 67.

### 68. Landscaping Works Bond

- (1) The Buyer must complete all of the Landscaping Works within three (3) months after the completion of the construction of a dwelling house on the Land.
- (2) As security for the performance of the Buyer's obligations under condition 68(1) above, the Buyer must deliver to the Seller at Settlement by way of electronic transfer the sum of \$1,000.00 ("Landscaping Bond").
- (3) Without limiting any other rights the Seller may have in relation to the Buyer's default, including any right to claim damages, the Seller may forfeit the whole of the Landscaping Bond if the Buyer has not completed the Landscaping Works within three (3) months after the completion of construction of a dwelling house on the Land.
- (4) The Seller must refund the balance of the Landscaping Bond to the Buyer following a written application from the Buyer where the Seller is satisfied (acting reasonably) that the Buyer has completed the Landscaping Works within three (3) months after the completion of construction of the dwelling house on the Land.
- (5) If prior to receiving a refund of the Landscaping Bond, the Buyer sells or transfers the Land, the Buyer irrevocably authorises the Seller to refund the Landscaping Bond (or any part of it) to the new buyer or transferee in accordance with the provisions of this condition 68.

(6) 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 condition 68.

### 69. Bushfire Management Plan

- (1) This condition applies to all of Lots in Stage 8A Providence East of the Estate.
- (2) The Buyer acknowledges:
  - (a) the Land is located in a hazard zone as described in the Bushfire Management Plan; and
  - (b) receiving a copy of the Bushfire Management Plan prior to entering into the Contract.
- (3) The Buyer further acknowledges that:
  - (c) any dwelling or improvement constructed on Lots in the future must be constructed in accordance with the recommendations and requirements for the Land as set out in the Bushfire Management Plan (if any);
  - (d) it should make its own enquiries about the requirements of the Bushfire Management Plan; and
  - (e) the Seller has not made any representations or given any warranties about the costs of compliance with the requirements as nominated for the Land in the approved Bushfire Management Plan.
- (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 condition 69.

Initial:....

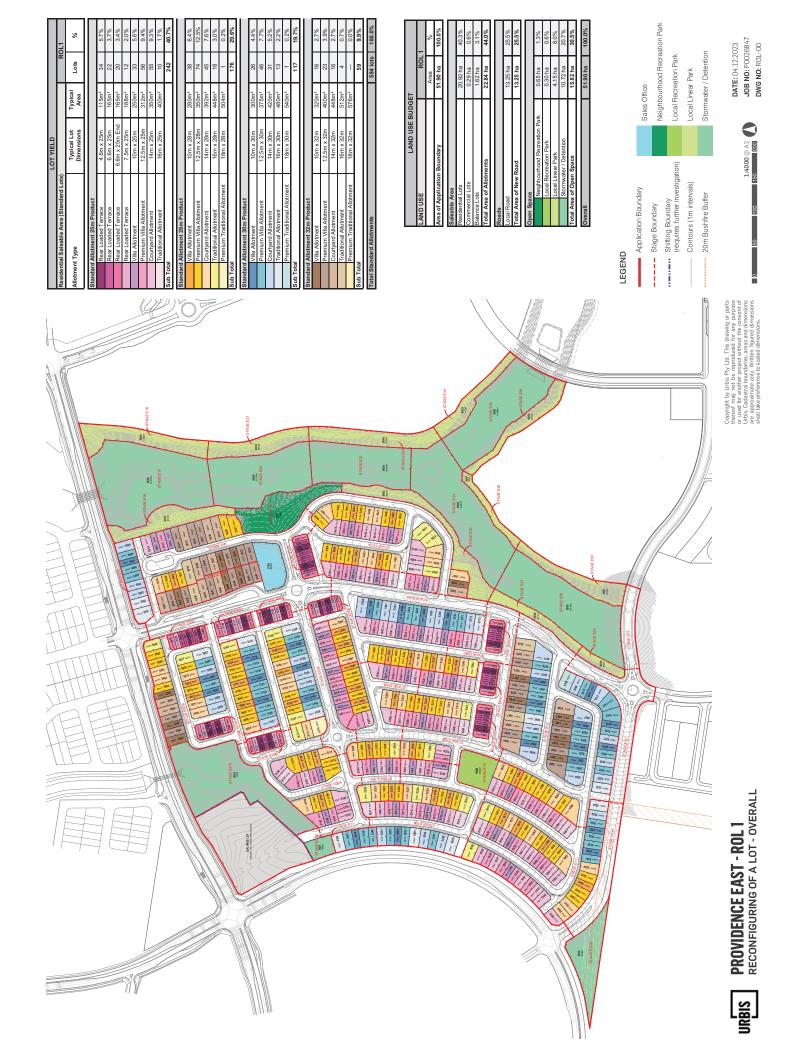
### PLAN OF DEVELOPMENT



Stockland

# PROVIDENCE EAST

December 2023











## DEVELOPMENT CONTROLS:

## GENERAL CONTROLS (applies to all lots)

- All development is to be Development Approval.
  - Setbacks are as per the Plan of Development Table unless otherwise specified.
- In the case of duplicate provisions existing, details approved by this Plan of Development will prevail.
  - Unless specified in the Plan of Development Table, the provisions outlined in the Ripley Valley Urban Developmen Area Development Scheme are to remain and be applied.
    - Building setbacks and built-to-boundary wall locations shown are subject to future proposed easements and/or underground services.
- Boundary setbacks are measured to the wall of the building or edge of balcony.
  - Eaves (except on a wall that is built to boundary) should not encroach within 450mm of the side or rear boundaries Gutters may not extend beyond the boundaries of the lot.
- - Primary and Secondary Frontages
- Where a lot has more than one (1) street frontage (i.e. comer allotment).
- the primary frontage of a dwelling is to be determined by the location of the front entry door of the principal dwelling entrance and the postal address.
  - A comer lot, for the purposes of determining setbacks, is a lot that adpins the intersection of now streads. This excludes those lots that abut a stared access driveway. or a podestrian link, 1 and/scape buffer and therefore in these cases a secondary frontage setback does not apply. The secondary frontage is defined as any other street frontage which is not defined as the primary frontage.
    - For lots adjoining a shared access driveway or pedestrian link, the side setback shall apply as per the side boundary setback for the particular lot type.
- a manual string in the case of Villa and Pennium Villa Corner Lois, the stepack is measured as the line that joints the points on the front and side street boundaries of the lot that are located for back from the point of intersection of these two boundaries. In the case of corner allotments, an additional setbacks from the street corner is applicable. The setback applies to any building or structure greater than 2m high as follows:
- All garages must be located a minimum of 1m behind main facade 20. Garages are compatible with the main building in terms of height, roof form, detailing, materials and colours.
  - **Bushfire Hazard**
- Dwellings on lots in a BAL category identified in a bushfire hazard assessment must be designed in accordance with AS3959-2009.

# In the case of Countyard, Traditional and Premium Traditional Corner Loss, the setback is measured as the line that joins the points on the front and side street boundaries of the lost that are located 9m back from the point of intersection of these two boundaries.

Vegetated Batter

- 22. Where identified as a vegetated batter, planting is to be maintained with low flammable plant species and any stairs provided, to be retained. 23. Stairs, landings and gates to be provided at Developer's expense and maintained by the lot owner ongoing For terrace lots, the primary frontage is taken to be the street frontage that is not a laneway.
  - 24. Planting is to be maintained at lot owners expense

### Acoustic Requirements

A minimum of 2 off-street parking spaces per dwelling. Both spaces must comply with AS2890.

Car Parking

25. Noise affected allotments are to be developed in accordance with AS3671-1989 'Acoustics - Road Traffic Noise Intrusion building stiling and construction to achieve the satisfactory interail noise levels stipulated in AS2/07-2000 Acoustics -Recommended design sound levels and reverberation times for building interiors'.

## Site Cover and Amenity

The maximum width of a driveway at the lot boundary & where crossing the verge:

For all allotments (except Villa Allotments) the following applies:

Parking and Driveways

- Site cover for each lot is not to exceed that shown in the Plan of Development table.
  - 27. Private amenity space, must be provided and is not less than  $15 m^{\rm p}$  with a minimum dimension of 3.0m and is directly accessible from a ground floor living area.

The minimum distance of a driveway from an intersection of one street with another street (not a laneway) shall be 6.0 metres.

15. A maximum of one driveway per dwelling is permitted. serving a double garage shall be 4.8m; and
 serving a single garage shall be 3.0m.

Facade treatments that constitute part of the building may include (but not limited to) - eaves, verandahs, window heads etc.

Building Facade and Articulation

All buildings with a width of more than 10m that are visible from asteet or a pack are anticulated to redeuce the mass the building by one or more of the following:
 windows recessed into the flacade
 windows recessed and the flacade
 balconies, porches or vertandahs

### Fencing

- 28. For DatactLass: Fond, along primary street frontages must be either 50% transparent or max 1.2m in height. Fencing to secondary street litorings may be screen fiering up to 1.6m high maximum and extend up to the front building line (man ficade).
  - For Terrace Lots: Fencing along primary frontages must be either story transperiator max 1.2m. BpJ: Fencing to secondary street frontages may be screen fencing up to 1.8m high up to the front building line (main facade).
- For Multiple Residential (Duplex Lots). Fencing along primary and secondary street (inclage) (where a doloins private openspace) must be a minimum 1.5m high sold screen litering and may keater but be miximum 1.8m where the upper 0.3m sUS\* transparent.

shadow lines are created on the building through minor changes in the facade (100mm minimum)

vindow hoods

- For lots fronting stormwater/detention areas, fencing must be either 50% transparent or max 1.2m high.
  - 32. For lots with a vegetated batter area, fencing must be provided at the top of the batter either 50% transparent or max 1.2m high.

# VILLA ALLOTMENTS: 10m WIDE

ADDITIONAL SPECIFIC CONTROLS:

- The design of the home must incorporate either a porch, portico or verandah that is: General
- Adequately covered, clearly defined and visible from the street. At least 4m<sup>2</sup> under roof area with a minimum depth of 1.5m; and
- 34. The façade area facing a street or public area is to include a minimum glazed area of 15 m² to a habitable room to allow for passive surveillance of the property, and include a front door.
  - For Vilta allorments that are single storey dwellings with double garages, the following requirements apply. The front facing garage wall must not exceed an external with of 5 m;
     The garage door must:
- a) Not exceed 4.8m in width
   b) Not exceed 40% of the front facade elevation in area
- c) Have a minimum 450mm eave above it (for Gable and Skillion roof types)
  - d) Be a minimum of 250mm below the eave
     e) Be setback a minimum of 240mm behind the pillar of the garage door; and

    - Have a sectional tilt or roller door Driveways cannot exceed 3.5m in width at the front boundary.
- A maximum 0.2m setback to built-to-boundary wall (not OMP) is mandatory. The front facade of the dwelling must include the following:
- a) A front door with glass inserts or a sidelight where the door is solid
  - b) A front verandah, portico or porch located over the front entrance, which extends a minimum of 1.6m forward of the entrance door
    - c) The verandah, portico or porch is to include front piers with a faither mentales and/or colors. With the garage has one side constructed as a built to boundary well in a position consistent with the Plan of Development for the lot.

# Building setbacks and built-to-boundary wall locations shown are subject to future proposed easements and/or underground services.

 Maximum building height is 3 storeys (12m) for all dwellings where permitted in the Plan of Development, and 2 storeys (9m) otherwise. Roottop terraces are defined as a 'storey'. 39. Where terraces include a third storey:

Fencing along street and park frontages must be either 50% transparent or max. 1.2m high. Fencing to the lane may be screen lencing to 1.8m high.

49. Front yards must be accessible via gate/open to street.

Fencing, Letterboxes, Parking and Driveways

12m<sup>2</sup> with a minimum width of 2.4m.

47. Dwellings must have a minimum area of private open space at ground or upper levels accessible from a living room and

Site Cover and Amenity consisting of at least:

LANEWAY TERRACE ALLOTMENTS: 4.6m - 7.5m WIDE

All development is to be undertaken in accordance with the Development Approval.

General

- Building services located on the external lagade (including the mark systems, and the lagade including are screened or incorporated on intercluding and exploit the building modes of hould e glazing to provide opportunities (if this year-based mode glazing to provide opportunities of external surveillance and variation
- 40. Noise affected allorments are to be developed in accordance with X5871-1989 Vocasitise. Fractific Nose Immission building sitilg and construction to achieve the statistactory internal noise levels stoutated in X57107-2000 'Accusatics -Recommended design sound levels and reverberation times for building interiors.

A maximum of one driveway per dwelling is permitted.
 Driveways should have the minimum width required to taliante whicle access in order to mantain space between driveways, pathways and any bin sbrage areas for amening planting.

 Allorments adjoining a laneway may have their garage fronting the laneway, comply with the setbacks, and have fencing to the laneway. 50. Letterboxes for dwellings shall be located on the primary street frontage, or if fronting a park within the laneway.

54. Driveware should anot don-street works such as addicated on-street parking bays, drainage phis and service pillars. 55. The minimum distance of a driveway from an intersection of one street with another street (not a kareway) shall be 60, metres.

### Setbacks

- Setbacks are as per the Plan of Development Table unless otherwise specified.
   Built to Boundary Walls:
- a) Built to boundary wall dimensions are imited by the applicable subtide staticates and building height limit. Building yains and details of appropriate evelopment staging and construction methods must be submitted for approval.
- b) Where not adopted, the standard setbacks in the Plan of Development Table apply.

a) There are no conflicts between services (electricity/ water) and pedestrian access to the front and rear of the lot, or vehicular access to the rear of the lot;

b) A dedicated area is provided within the lot to accomodate retuse bin stronga. This is preferred to be located outside of the garage, but accessible to, and screened from, the laneway.

Facade Treatment, Passive Ventilation and

Natural Light Provisions

56. All dwellings on Laneway Terrace lots with a width of 4.6m or less are to be designed to ensure the following:

Site Services and Bin Storage

43. Boundary setbacks are measured to the main wall of the structure. Minnor hwalls (equated for fire portection purposes only may encoach into the setback provided the are whylo contained within the property boundary. Eaves should not encoach dosen than 450mm to the loboundary except if the case of:

thev

- The Primary Street/Park Frontage where eaves should not be closer than 1500mm;
- The Secondary Street Frontage where eaves should not be closer than 1000mm; and

Address the primary street frontage with inclusion of two or more of the following design elements in the related facade
 verandahs;

- Upper floor setbacks must not exceed the minimum ground floor setbacks (including rooftop terraces). Walls that are Built to Boundary.

  - Rooled gatehouses and arches are permitted within the from seaped kand the secondary fromage for controllog provided they meet the requirements of the Queensland Development Code, naving.
     a maximum area of 4m<sup>2</sup>, and
    - not more than 2m wide elevation to the street; and
       not more than 3m in height.

Second Floor

First Floor

Ground Floor

First Floor

Ground Floor

First Floor

Ground Floor

Ground First Floor Floor

Ground First Floor Floor

Ground First Floor Floor

Front Setback (metres)

Front Wall

Garage

LANEWAY TERRACE ALLOTMEN (REAR LOADED) 4.6m - 7.5m Wide

PREMIUM TRADITIONAL ALLOTMENTS

TRADITIONAL ALLOTMENTS

COURTYARD ALLOTMENTS

PREMIUM VILLA ALLOTMENTS

VILLA ALLOTMENTS

PLAN OF DEVELOPMENT TABLE

18m+ Wide

16m Wide

14m Wide

12.5m Wide

10m Wide

2.0 n/a <u>ب</u> 0.5] 0.9 0.0

2:0 n/a Ę. 0.5 0.9

2.0 n/a

2.4 n/a 2.0 1.5] 2.4 1.0 1.5

2.4

2.4 n/a 2.0 1.0 2.4 1.0

2.4

2.4 n/a 1.5 1.01 2.4

5.0

2.4 n/a

2.4

2.4 n/a

2.4

1.5 0.5 0.9

2.0 1.5] 2.4

2:0 1.01

<u>1</u>.5 1.0

1.5 1.0 2.4

1.5

1.5 1.0

1.5

Rear Setback (metres)

Corner Allotments (metres) Secondary Road Frontage 1.0 2.4

Each dwelling unit must not present the same façade design to the street as the immediate adjoining dwelling/s;

58. Front door is to be visible to the street.

 awning and shade structure;
 variation to roof and building lines;
 inclusion of window openings; use of varying building materials

porches

60. The design of the dwelling must consider passive ventil: and natural light provision through a combination of the following elements:

- Privacy & Overlooking:
- 46 Buildings must be side and designed to provide adequate visual pracy for neighbouring dwellings. Where the distance separating a window of balloony of an adjoining owelling prom the side or rear boundary is less than 1.5m.

inclusion of a mid-bbok courtyard space, light wells or recess that scheds in the dwelling to allow multiple rooms to have windows/openings on that space; acch hing area that adplons an external wall (not built boundary) has an open-able window or door.

- a permanent window and a balcony has a window/ balcony screen extending across the line of sight from the sill to at least 1.5m above the adjacent floor level; or

  - b) a window has a sill height more than 1.5m above the adjacent floor level, or
- c) a window has obscure glazing below 1.5m; Where: Window and Window/Balcony Screen has the same meaning as in the Queensland Development Code





## DEVELOPMENT CONTROLS

Where adjoining a retaining wall >1.5m, the rear setback is 1.2m.
 Except for ends of Terrace pack

1 space to be covered and enclosed.

Minimum of two (2) car parking spaces on-site of which one (1) space to be covered and enclosed. Single, tandem or double garages acceptable.

70% for Lots  $600 \mathrm{m}^2$  or less; 50% for Lots greater than  $600 \mathrm{m}^2$ 

Preferred Garages are to be located along the built to boundary wall or if no BTB wall, refer to the Plan of Development for the mandatory driveway location.

65% of lot length | 65% of lot length | 60% of lot length

70% of lot length

Build to Boundary Length

Garage Location

On Site Parking Requirements (minimum)

Site Cover (maxin

85%

Garages are to be located along the built to boundary wall.

80% of lot length

60% of lot length

0.9

Mandatory<sup>2</sup> 0.9

0.9

Optional

0.0

0.0 1.0

2.4

2.4

2.4 0.9

2.4 1.01

Side - General Lots (metres)

Rear / Side

Park / Open Space Setback (metres)

1.5

1.5

1:0 1.0

1.0 1.0

1.0 0.0

0.9

Non Built to Boundary Other Requirements

Built to Boundary

Optional 0.9

0.0

Optional

Optional 1.0 0.0

Optional

0.0

0.0









### NOTES:

### Sales Office

Min 1m landscape strip &/or pedestrian access to be provided to frontage(s) & carparking areas (where possible).

## Advertising Devices

1. Advertising Devices to be limited to the advertising of the Stockland Residential Estate at Providence 2. Advertising Devices are restricted to the following signage types as nominated on the Plan of and not to constitute a third party advertising device Development:

- i. Vertical Banner Sign (0.6m wide x 2m high 1.2m<sup>2</sup> per sign);
  - ii. Pole/Directional Sign (1.5m wide x 1.5m high 2.25m per sign);
    - iii. Pylon Sign (2m wide x 2.9m high 5.8m<sup>2</sup> per sign);
- iv. Billboard Sign (2 x 6m wide x 3m high 18.0m<sup>2</sup> per sign / 2 x 12m wide x 3m high -36m2 per sign);
- v. Entry Statements (no higher than 1.8 metres above natural ground level and have a total maximum face area of 10 $m^2$ , with no more than two faces); and
  - vi. Welcome / Map Sign (2m wide x 2.9m high 5.8m<sup>2</sup> per sign);

3. Billboard signage to be limited to nominated areas along main entry road to estate (i.e., Barrams Road) 4. Entry Statements to be limited to nominated areas along main entry road to estate (i.e., Barrams Road) and in conjunction with the nominated Estate Sales Office and as nominated on any approved POD. as nominated on approved POD.

7. All proposed Advertising Devices will be of materials and colours which complement the design theme Display Housing in order to make the public aware of development and the relationship of all signage to the overall development, Sales Information Centre and Displays Housing will be immediately identifiable. 6. All proposed Advertising Devices will directly cater to the needs of the Sales Information Centre and separate (operational works) development application in accordance with applicable PDA provisions. 5. Advertising of any other nature not nominated/defined on the Plan of Development will require a of the residential estate and present a visually attractive appearance to the public. 8. No Advertising Devices will be illuminated.

9. All Advertising Devices are to be located wholly within private property.

10. Unless otherwise agreed to in writing, the advertising devices are to be considered temporary only and not permitted to remain for a period exceeding ten (10) years from the date the approval takes effect or once the last residential lot is sold within the estate, whichever is the earliest. After this time, the Advertising Devices must be removed.

- 11. Advertising Devices must be:
- i. Maintained to not cause disturbance to the occupants of nearby developments; and ii. Located and designed to not create a nuisance or potential hazard to pedestrians.

13. All Estate & Directional Signage to be generally in accordance with provisions outlined under lpswich City Council's Advertising Code and Implementation Guideline 18 (Estate and Directional Signage) 12. Construction of Advertising Devices not to exceed Monday to Saturday 6:30am - 6.30pm and is not permitted to be undertaken outside of these hours or on Sundays or on public holidays. however where there are discrepancies, POD requirements take precedence.

14. At completion of display village, builder/developer must remove advertising prior to transfer of title.









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JOB NO: P0026847 DATE: 04.12.2023 DWG NO: DV-01

1:1500 @ A3

#### SWANBANK ODOUR REPORT

- 12 -

Report

#### **Odour Risk Assessment – Providence East**

Amex Corporation

Job: 18-152

Date: 3 September 2019



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Project Title	Odour Assessment – Providence East
Job Number	18-152
Client	Amex Corporation
Approved for release by	G. Galvin
Disclaimer and Copyright:	This report is subject to the disclaimer and copyright statement located at <u>www.astute-environmental.com.au</u> .

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#### **1 INTRODUCTION**

The Amex Corporation ("Amex") engaged Astute Environmental Consulting (Astute) to perform an odour study relating to the proposed Providence East development south of the eastern end of Barrams Road ("the site"), South Ripley.

The Context Landuse Plan for Providence East is shown below in Figure 1-1. The Providence East site is also shown with regard to the South Ripley area in Figure 1-2.

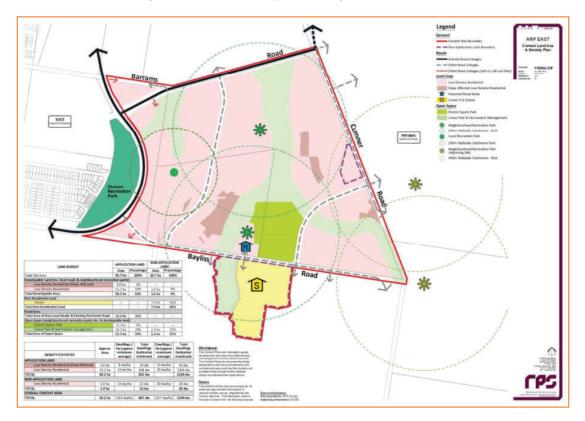


Figure 1-1: Context Landuse Plan (RPS 10 June 2019)



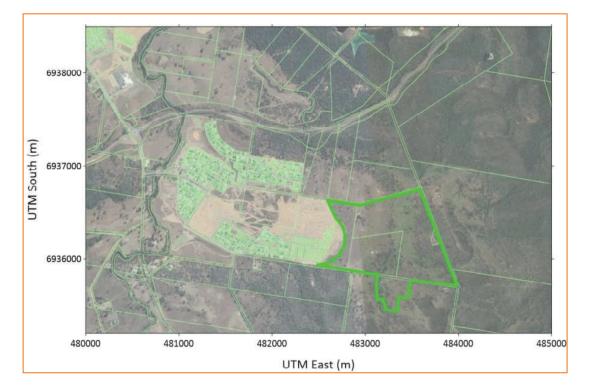


Figure 1-2: Ripley Area – Providence East (green polygon)

The study seeks to provide information to Ipswich City Council ("Council") with regard to the potential for odour impacts at the site.

#### 1.1 Background

With the development of the Ripley area, there has been a rise in odour complaints relating to the ongoing operations within the Swanbank area. The complaints are primarily associated with land to the west and east of Swanbank. As a result of this, Council has requested supporting information to be provided with regard to the site.

The overall assessment being performed for Amex includes three of the odour assessment methods detailed in the Guideline: Odour Impact Assessment from Developments (DEHP, 2013) namely:

- Dispersion modelling; and
- Field Odour Surveys.

Dispersion modelling refers to the use of computer models to predict the movement of air and odour in the area around the subject site, field odour surveys refers to performing odour observations using a recognised method to determine the perceived odour strength on the site over time and complaint data refers to analysing the historical complaint data.

This report summarises the finding of dispersion modelling which has been used to investigated the pattern of dispersion in the area, with a focus on the Wood Mulching Industries (WMI) and NuGrow Metro Pty Ltd (NuGrow).



#### **1.2 Scope of Work**

The scope of work for this component of the project includes:

- Obtaining weather station data from Intrapac;
- Analysing local and regional weather data;
- Determining the relative sizes of NuGrow and WMI based on aerial imagery;
- Modelling meteorology for the area using TAPM/CALMET and the weather station data;
- Predicting odour dispersion using CALPUFF; and
- Preparing a report.

The methodology used is summarised graphically in Figure 1-3 and described in Section 2.

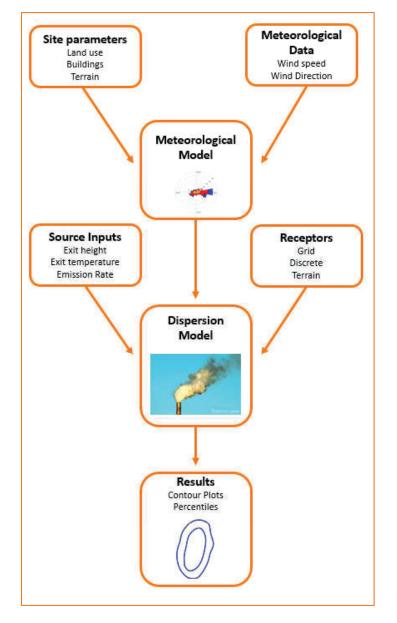


Figure 1-3: Modelling Methodology



#### 2 MODELLING METHODOLOGY

Consistent with standard modelling requirements (see DEHP (2012; 2013)) the model suite of TAPM/CALMET/CALPUFF was used. The configuration of the models was based on standard industry practices and is consistent with the requirements detailed in the *Guideline Application* requirements for activities with impacts to air (DEHP, 2012).

#### 2.1 Assessment Criteria

The *Guideline: Odour Impact Assessment from Developments* (DEHP, 2013) ("the odour guideline") is the principal document used in Queensland which provides guidance on assessing odour impacts.

The odour guideline states that for dispersion modelling, the inputs of emissions and local meteorology should be as detailed as possible, reflecting any variation of emissions with time and including at least a full year of representative hourly meteorological data.

The odour concentrations predicted by the modelling at off-site sensitive receptors should be compared with 2.5 ou, 1-hour average,  $99.5^{th}$  percentile (C<sub>99.5 1hr</sub> = 2.5 ou).

However, for this work, as the modelling is comparing two different sites and emissions based on their respective size to assessment the relative risk, compliance with the criterion is not critical. This is discussed further in Section 3.

#### 2.2 Representative year

The selection of a representative meteorological year for dispersion modelling is critical. Critical meteorological factors for air quality assessments include wind speed, temperature relative.

Typically, only a single year of a data is modelled for an assessment. Because only a single year is used, the year used for modelling needs to be assessed against long term data to determine whether the year is most similar to the typical conditions rather than simply selecting a modelling year at random which may or may not reflect typical conditions in the area. The only exception to this approach is if a years' worth of on-site data is available.

As Intrapac Property has made available the data from its station located on their site at the eastern end of Barrams Road, we have used a years' worth of data from the station in the assessment.

#### 2.3 Meteorological Modelling

The modelling made use of a prognostic wind field (including upper air data) along with observational data from the Intrapac weather station. The use of prognostic data combined with local data is consistent with guideline documents including DEHP (2013) and is often referred to as the "hybrid" method.

The hybrid method involves the use of data generated using The Air Pollution Model version 4 (TAPM) as an initial guess field in CALMET. CALMET uses the TAPM data along with terrain and other information to create a Step 1 wind field. In the next phase, CALMET then uses the Step 1 wind field along with the observed data from the weather station to create a Step 2 (final) windfield which is used as an input for CALPUFF. This is shown graphically in Figure 2-1.



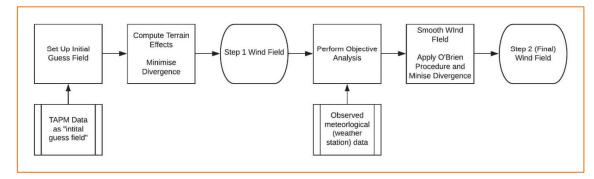


Figure 2-1: CALMET Process

Further details on the method used can be found below.

#### 2.3.1**TAPM**

TAPM v4 is a three-dimensional meteorological and air pollution model developed by CSIRO. TAPM is a prognostic model which uses synoptic scale data to predict hourly meteorology in a modelled area. Details about TAPM can be found in the TAPM user manual (Hurley, 2008a) and details of the model development and underlying equations can be found in Hurley (2008b). Verification studies have been published and are also available (Hurley, et al., 2008c).

TAPM v4 predicts meteorology using a series of fluid dynamics and scalar transport equations (Hurley, 2008b) and it has both prognostic meteorological and air pollution components. Key meteorological factors including terrain and seabreeze related flows are predicted at both local and regional scales.

The output from TAPM was used as the initial guess field for CALMET (see Figure 2-1).

#### 2.3.2CALMET

CALMET (Skire, et al., 2000) is the meteorological pre-processor to CALPUFF and generates wind fields which include slope flows, terrain effects, and can incorporate factors including terrain blocking. CALMET uses meteorological inputs in combination with land use and terrain information for the modelled area (domain) to predict a three-dimensional meteorological grid (which includes wind speed, direction, air temperature, relative humidity, mixing height, and other variables) for the domain modelled in CALPUFF.

A 15 km x 15 km domain was modelled which was centred near the project site (USGS, 2018). A terrain resolution of 30m was initially used throughout the domain and was taken from the SRTM dataset.

Landuse was based on the Australia Pacific Global Land Cover Characterization (GLCC) dataset at 1km resolution. The land use was then manually edited at 100m resolution to match the terrain dataset based on a recent aerial photograph of the area.

Key inputs used in TAPM and CALMET are summarised below in Table 2-1.



Model	Parameter	Value
TAPM (v 4.0.5)	Number of grids (spacing)	30km, 10km, 3.5km, 1.2km, 0.5km
	Number of grid points	41 x 41 x 25 (vertical)
	Year of analysis	1 July 2018 to-30 June 2019
	Centre of analysis	27° 41' South (latitude), 152° 50.3' East (longitude)
	Meteorological data assimilation	N/A
	Radius of influence	N/A
CALMET (v	Meteorological grid domain	15km x 15km
6.334)	Meteorological grid resolution	0.1km
	South-west corner of domain	X = 476.500 km, Y = 6930.750 km
	Surface meteorological stations	Intrapac Property Weather Station Data
	Upper air meteorological data	Model generated.
	3D Windfield	m3D from TAPM (0.5km) input as in initial guess in CALMET
	Year of analysis	1 July 2018 to-30 June 2019
	Terrad	1.2 km
	R1/R2	0.5/0.05
	Rmax1/Rmax2/Rmax3	2.0/2.0/2.0

#### Table 2-1: TAPM and CALMET Setup

The observed data used as an input for CALMET were taken for the period 1 July 2018 to-30 June 2019 from the Intrapac Weather Station. The station uses a Vaisala WXT536 sensor package and measures wind speed, direction, temperature, humidity and atmosphere pressure continually and produces five minute vector averaged wind speed and direction data and five minute scalar averaged wind speed, temperature, pressure and humidity data.

The five minute data from the station were downloaded and converted to hourly vector averaged wind direction, and scalar averaged wind speed, temperature, humidity and pressure data for input into CALMET. The wind rose for the hourly weather station data (1 July 2018 to-30 June 2019) is shown below as Figure 2-2. The data shows that easterly winds dominate the weather station site.



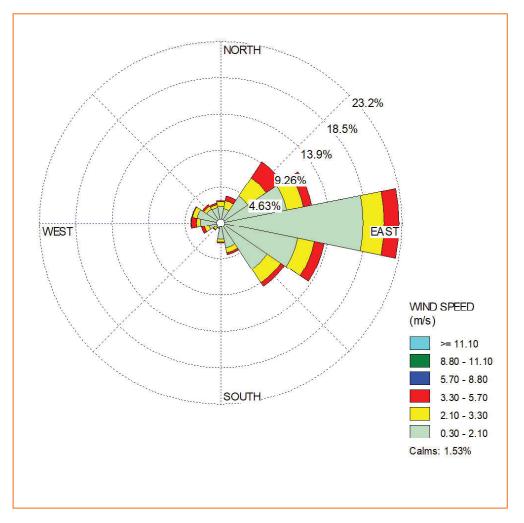


Figure 2-2: Wind Rose – Hourly Weather Station Data

#### 2.4 CALPUFF

CALPUFF (Exponent, 2011) is a US EPA regulatory dispersion model and is a non-steady state puff dispersion model that simulates the effects of varying meteorological conditions on the emission of pollutants. The model contains algorithms for near source effects including building downwash, partial plume penetration as well as long range effects such as chemical transformation and pollutant removal. CALPUFF is widely recognised as being better for odour studies as it handles light wind conditions and terrain effects better than AUSPLUME or AERMOD. As such it is accepted as a regulatory model across Australia.

CALPUFF simulates complex effects including vertical wind shear, coastal winds including recirculation and katabatic drift. The model employs dispersion equations based on a Gaussian distribution of puffs released within the model run, and it takes into account variable effects between emission sources.

Key inputs we used in CALPUFF are summarised below in Table 2-2.



Model	Parameter	Value
CALPUFF (v	Meteorological grid domain	15 km x 15 km
6.40)	Meteorological grid resolution	0.1 km
	South-west corner of domain	X = 476.500 km, Y = 6930.750 km
	Method used to compute dispersion coefficients	2 - dispersion coefficients using micrometeorological variables
	Minimum turbulence velocity (Svmin)	0.2 m/s
	MDISP	3
	WSCALM	0.1 m/s
	Building downwash included	No
	Method used to simulate building downwash	N/A
	Default settings	All other CALPUFF defaults have been used where appropriate.

#### Table 2-2: CALPUFF Setup

#### 2.5 Sensitive Receptors

Sensitive receptors are defined in the Odour Guideline (DEHP, 2013) as any place known or likely to become a sensitive place in the future. They include;

- a dwelling, mobile home or caravan park, residential marina or other residential premises; or
- a motel, hotel or hostel; or
- a kindergarten, school, university or other educational institution; or
- a medical centre or hospital; or
- a protected area; or
- a public park or gardens; or
- a commercial place or part of the place potentially affected.

For the purpose of this modelling assessment a number of discrete sensitive locations have been modelled in areas to the west, south and east of the Swanbank area. By selecting the closest existing approved residential dwellings surrounding the Swanbank area, the relative risk at the site can be determined having regard to other areas. In simple terms, we can compare the predicted concentrations at existing residences to the site.

#### 2.6 Meteorological Data

The meteorological parameters that influence plume dispersion are wind direction, wind speed, atmospheric stability (turbulence) and atmospheric mixing height (height of turbulent layer). This section presents a summary of the key meteorological features generated by the CALMET modelling.

The data was extracted from a location approximately 1 km west of the weather station location on Barrams Road (on the current eastern edge of the providence estate).

#### 2.6.1 Wind Speed and Direction

Wind roses are used to show the frequency of winds by direction and strength. The bars show the compass points (north, north-north-east, north-east etc) from which wind could blow. The length of each bar shows the frequency of winds from that direction and the different coloured sections within each bar show the wind speed categories and frequency of winds in those categories. Thus, wind roses are used to visually show winds over a period of time.



The annual wind roses created from data extracted from CALMET is presented in Figure 2-3. The annual wind rose shows that the prevailing wind direction at the extract location is south easterly with a noticeable frequency of easterly. These winds are consistent with the long-term wind speed and direction data for the area. The wind roses show a relatively low proportion of calm winds (<0.5%) with light winds (up to 3 m/s) occurring 87% of the time. The wind speed frequencies are summarised graphically in Figure 2-4. The wind directions are slightly different to the weather station wind rose shown in Figure 2-2 primarily due to the location of the weather station, which has terrain near it, as opposed to the extract location which is in an open area and will be more influenced by regional winds, especially those from the south.

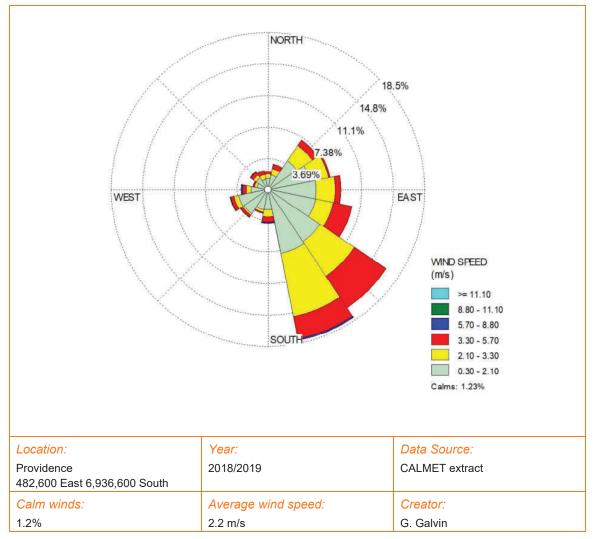
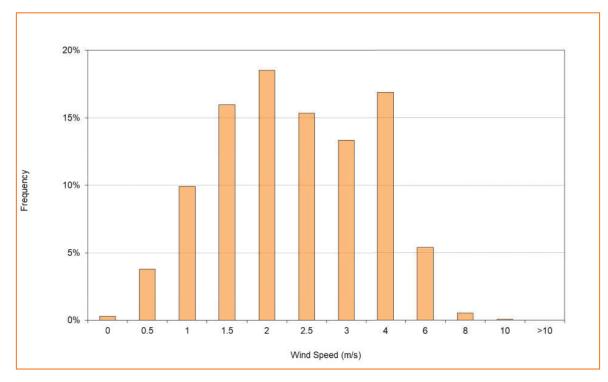


Figure 2-3: Annual Wind Rose - Modelled





#### Figure 2-4: Wind Speed Frequency from CALMET

#### 2.6.2 Atmospheric Stability

Atmospheric stability is a key factor in dispersion modelling and is used to describe turbulence in the atmosphere. Turbulence is an important factor in plume dispersion. Turbulence increases the width of a plume due to random motion within the plume. This changes the plume cross-sectional area (width and height of the plume), thus diluting or spreading the plume. As turbulence increases, the rate at which this occurs also increases. Limited or weak turbulence therefore does not dilute or diffuse the plume as much as strong turbulence, and therefore leads to high downwind concentrations. This is often associated with very low wind speeds (<0.3 m/s).

The Pasquill-Gifford stability scheme has been in use for many years to define turbulence in the atmosphere. The scheme uses stability classes from A to F<sup>1</sup>. Class A is highly unstable and at the other end of the scheme are class F conditions, which are very stable conditions that commonly occur at night and in the early morning. As noted above, under stable conditions, plumes do not disperse as well as during the day (unstable conditions), and can lead to impacts, especially for ground level sources.

Between Class A and Class F are stability classes which range from moderately unstable (B), through neutral (D) to slightly stable (E). Whilst classes A and F are most often associated with clear skies, class D is linked to sunset and sunrise, or cloudy and/or windy daytime conditions. Unstable conditions most often occur during the daytime and stable conditions are most common at night.

<sup>&</sup>lt;sup>1</sup> Note that CALPUFF uses a more accurate micrometeorological scheme for turbulence.



The stability classes predicted by CALMET are summarised in Figure 2-5. The data shows that E and F class stability at night occurs 43% of the time. This is common for inland locations. The elevated percentage of D class stability (36%) is commonly seen in areas with winds above 2 m/s at night or site with a high frequency of cloudy days.

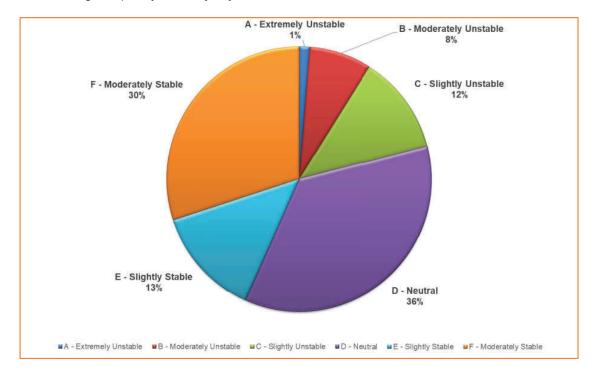


Figure 2-5: Atmospheric Stability

#### 2.6.3 Atmospheric Mixing Height

Mixing height is the depth of the atmospheric mixing layer beneath an elevated temperature inversion. It is often commonly referred to as an inversion layer. It is an important parameter when assessing air emissions as it defines the vertical mixing of a plume. This is because the air above below the layer has restricted dispersion vertically.

The estimated variation of mixing height over time at the site is shown in Figure 2-6. The diurnal cycle is clear in this figure whereby at night the mixing height is normally relatively low and after sunrise it increases as a result of heat associated with the sun on the earth's surface. Overall, the estimated mixing height shown below is as expected.



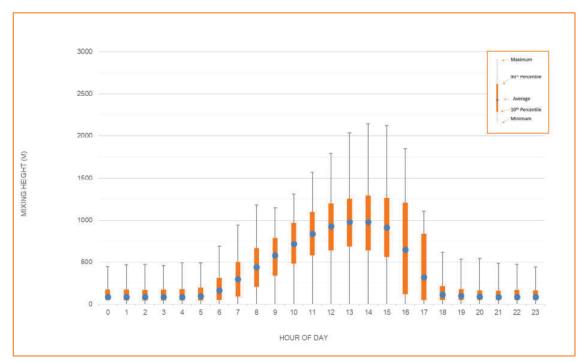


Figure 2-6: CALMET Extract – Predicted Mixing Heights



#### **3 EMISSIONS ESTIMATION**

Odour emissions from composting operations have historically led to odour complaints in the community unless the sites were appropriately sized so that the available buffer distances were adequate or alternatively, had odour control in place to achieve this.

Odour at composting sites originate from the inputs, which may have been stored anaerobically (without oxygen) or are highly odorous in their raw state. Once these ingredients are incorporated into the composting system (i.e. mixed and placed in wind rows), odour emissions are a function of the composting process, which often relies on static (i.e. left in place without turning) or active (turned) windrows. Windrows can have elevated emissions due to low oxygen or anaerobic conditions or simply through the process of turning.

Generally, emissions from fresh windrows (i.e. 1 to 2 weeks of age) are far greater than older windrows (i.e. 8 weeks of age or older). This is a function of the input materials, and if highly odorous moisture sources, such as wastewater are used, this can lead to the windrows remaining odorous far longer than a site which uses a clean water source.

Therefore, odour emitted from windrows can include a wide range of compounds which can include:

- reduced sulphur compounds (e.g. hydrogen sulphide, dimethyl sulphide, dimethyl disulphide)
- volatile fatty acids;
- aldehydes and ketones; and ammonia (Rosenfeld, et al., 2002).

As little is known about the NuGrow and WMI sites, we have not modelled with literature-based emissions. However, in order to assess the relative risk from these sites on the site and the area as a whole, we have modelled both sites using a unit emission rate for both windrow and pond sources.

The advantages of this approach are as follows:

- Reduces the risk of assumptions significantly changing the results;
- Allows the size of the operation to be the critical factor; and
- Can estimate a relative risk of odour complaints based on the location and meteorological data on the surrounding region.

The odour sources for both the WMI and NuGrow sites were estimated from recent aerial imagery and their relative sizes are presented in Table 3-1. The smaller areas have been grouped into the main sources of mixing stockpiles, windrows, screening stockpiles and leachate ponds. The two sites are also shown in Figure 3-1 and Figure 3-2. The aerial imagery shows that the NuGrow site is approximately 5 times larger on an area basis than WMI and therefore has the potential for higher odour emissions compared to WMI.



Site	Area	Size (m²)	
WMI	Mixing stockpile	5,792	
	Windrows	10,410	
	Screening stockpile	2,082	
	Leachate ponds	3,623	
	TOTAL AREA	21,906	
NuGrow	Mixing stockpile	3,777	
	Windrows	2,4642	
	Screening stockpile	2,383	
	Leachate ponds	13,058	
	TOTAL AREA	43,859	

#### Table 3-1 Area sources included in the modelling<sup>2</sup>

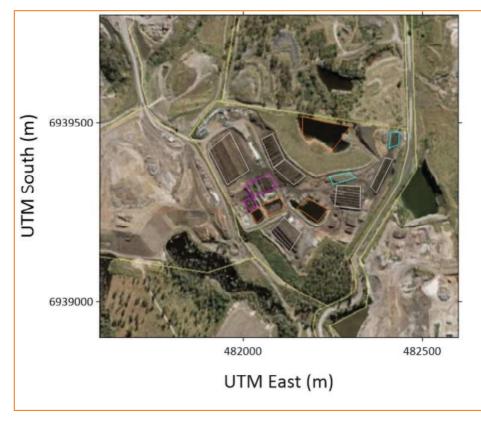


Figure 3-1: NuGrow as Modelled

<sup>&</sup>lt;sup>2</sup> The areas in the figures may be different to the table as the operations at the composting operations i.e. windrow sizes and locations, vary over time. For the figures, grey are windrow areas, orange is ponds, pink is mixing areas and light blue are screening sources.



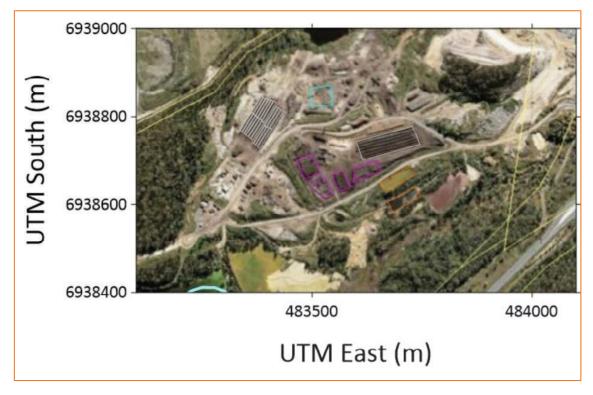


Figure 3-2: WMI as Modelled<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> Source locations were based on aerial photography as shown.



#### 4 **RESULTS**

The results of the dispersion modelling are shown below as follows:

- Figure 4-1: Predicted Odour Risk Across Area; and
- Figure 4-2: Predicted Odour Risk (Zoomed).

With regard to Figure 4-1, the red contour shows the maximum predicted concentration, i.e. the area where maximum predicted receptor concentrations occurred (Ecco Ripley). The yellow line is included for information purposes only as to allow comparison between areas to the east and west of Swanbank. Figure 4-2 shows the area around Barrams Road only.

The results are discussed in Section 5.3 below.



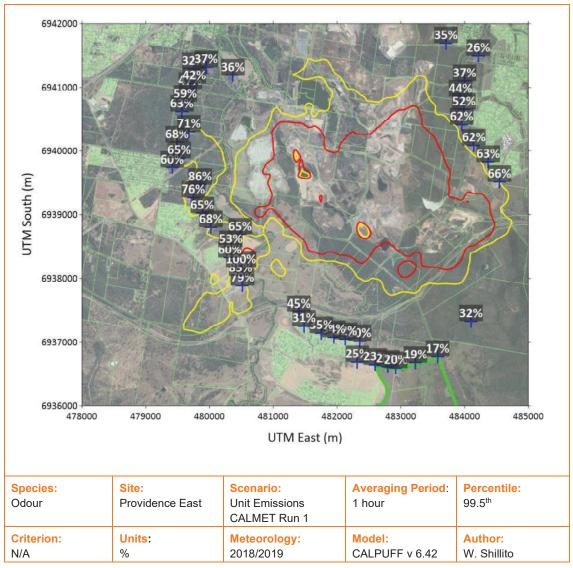


Figure 4-1: Predicted Odour Risk Across Area



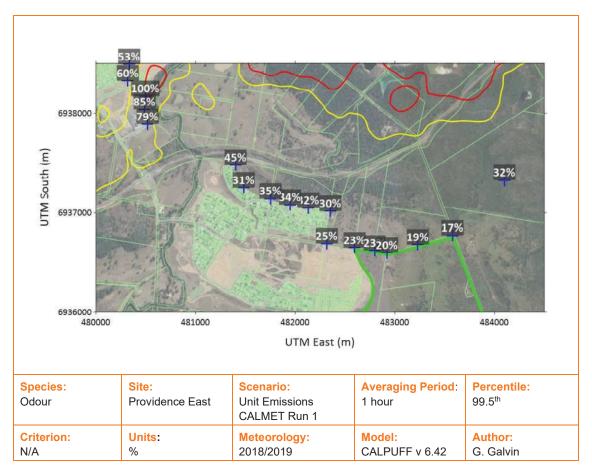


Figure 4-2: Predicted Odour Risk (Zoomed)



#### **5 DISCUSSION**

#### 5.1 Model setup

As we were able to access weather data from a nearby weather station, this provided us with the opportunity to use local weather data for the model. This means that the CALMET run has made use of high-quality input data and the outputs therefore are robust.

As shown above, all other model settings and switches used were consistent with good practice.

#### 5.2 Emissions

A unit emission rate was used to compare the two composting operations. The focus was on composting as the WMI site is the closest to the site, and the potential for cumulative impact with the NuGrow site was therefore the greatest. For this work we did not include emissions from Landfills in the area. This was based on the fact that over the last 18 months we have completed numerous odour surveys in the area and have primarily detected composting odour.

The use of a unit emission rate enabled the modelling to account for the relative size of the operations. When examining Figure 3-1 and Figure 3-2 it can be seen that the NuGrow site is much larger than the WMI site, and therefore would likely have a larger odour footprint on a pro rata basis.

#### **5.3 Model Results**

The model results were presented in Figure 4-1 and Figure 4-2.

The results should be interpreted as a relative risk of odour nuisance and not be compared against a guideline criterion. This is due to a constant unit emission rate being applied to the NuGrow and WMI operations as described in Section 3. The use of a constant emission rate allows the assessment of the relative risk associated with emissions from the modelled sites over time and assumes that both sites are operating the same (i.e. have similar emissions).

The red line in in Figure 4-1 shows the maximum impact area, that is, it goes through the location with the highest predicted odour risk. This was expected based on the prevailing winds and the location of the odour sources in that the area around Ecco Ripley is frequently downwind of the Swanbank area. The yellow line in Figure 4-1 was used to visualise the relative risk at areas with less impact, in this case the areas on the south of School Road at Redbank Plains and to the west of Swanbank including the Ripley Township and also other parts of Ecco Ripley.

The relative risk around Barrams Road was presented in Figure 4-2 above and is a zoomed image based on Figure 4-1. The site (green polygon) has a much lower risk (approximately one third) compared to the worst-case location, and is approximately 30% less risk than locations on the western end of Barrams Road (which are still less than the maximum location). By default, areas further south of Barrams Road than those shown in the figure would be expected to have a lower risk again than for the locations shown near Barrams Road.

The DES complaint data and actions taken by DES are discussed in Section 5.4 below.

#### 5.4 DES Complaint Data

All facilities operating in the Swanbank and Ripley area have a general environmental duty under the under the *Queensland Environmental Protection Act* 1994 (EP Act). This means that irrespective of



approval conditions, a site must operate in a way as to minimise nuisance and/or harm. In addition to this, the approvals given to the sites by the Department of Environment and Science (DES) mean that they are not permitted to impact on sensitive locations, and in the case of the approval for WMI, sensitive locations include thoroughfares (i.e. roads).

The Odour Abatement Taskforce<sup>4</sup> was set up in 2018 with the aim of responding to odour complaints, reviewing industry practices, reviewing Environmental Authority and monitoring odour in the area. Up to 11 August 2019, there had been over 3,269 reports relating to impacts, with the majority indicting odour nuisance (93%). A summary of the complaint data is shown below in Figure 5-1. The figure shows that more complaints were received in 2019 than 2018.

The complaint data by month is shown in Figure 5-2. The complaint data shows more complaints are received January through May than other times of the year, however it is unclear if this is associated with prevailing winds or changes to the operation of the composting sites over time. Given the attention given to the odour issue by the media, it is likely to be a combination of factors.

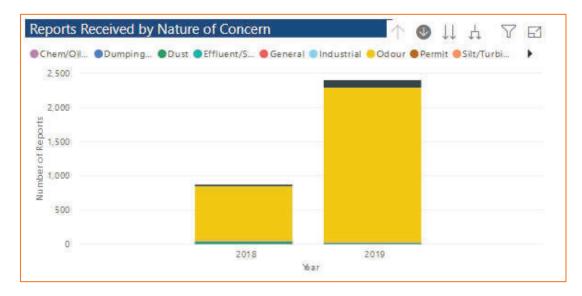


Figure 5-1: Complaint Data 2018 to 2019

<sup>&</sup>lt;sup>4</sup> https://www.qld.gov.au/environment/pollution/monitoring/air/odour-abatement



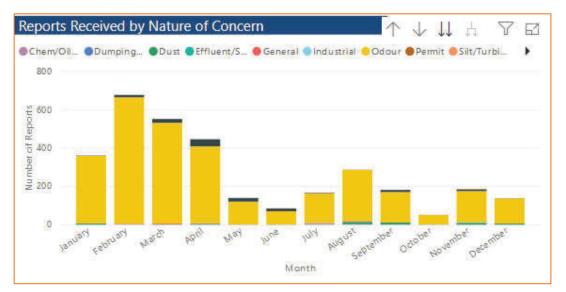


Figure 5-2: Complaints by Month

As a result of ongoing complaints, DES issued Environmental Evaluations (EEs) to NuGrow and WMI on the 19 March 2019 and 28 March 2019, respectively.

Both EEs were issued on the basis of complaint investigations by DES which indicated that the sites were not in compliance with their Environment Authorities. The EEs required the operators to implement practices, technology and control measures suitable for the inputs used and process design and to implement measures to avoid or minimise odour emissions (source, cause, and extent) from the sites.

The EEs were due to DES by close of business 16 August 2019 and required the sites to implement immediate (within 1 month), short term (1 to 6 months) and long term (greater than six month) feasible measures to reduce odour emissions.

Therefore, moving forward, it is expected that emissions from WMI and NuGrow will reduce compared to what has happened in the past, and is occurring presently.



#### **6** CONCLUSION

Dispersion modelling has been performed to assess the relative risks of odour impacts on the site compared to other existing residential areas.

Using a combination of observed weather data from the Intrapac site as well as unit emission rates, the modelling has demonstrated that the relative odour risk in the area as a function of prevailing winds and potential emissions. As expected, the areas more frequently downwind of the composting sites have the highest impacts, and the areas where the winds infrequently blow towards have lower impacts. This is consistent with the odour surveys performed to date.

The model data shows that the impacts at the subject site (south of the eastern end of Barrams Road) are approximately 3 times lower than the most affected location in the Ecco Ripley area. The data also shows that the Providence East development has a lower risk than existing dwellings on the western end of Barrams Road, Ecco Ripley and the southern end of School Road at Redbank Plains.

In conclusion:

- The dominant wind direction at the site is south easterly which restricts the dispersion of odour from the Swanbank area;
- There are few northerly winds, which means impacts on the site would be much lower than areas to the east and west of the Swanbank area;
- The terrain between NuGrow/WMI and the proposed development area on the subject site further restricting plume movement to the south;
- The modelling indicates that the Swanbank developments which emit odour are preconstrained by existing residential developments (meaning that the emissions from those sites are unlikely to be larger over time if the site comply with their EAs) and the risk of impacts on the subject site is much lower than other areas already impacted; and
- If the odour from the odorous operations were limited to the point where the composting operations met their approval conditions and/or didn't cause nuisance at the most affected locations then the risk of odour at the site would be even lower.



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#### ACOUSTIC REPORT

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## Ripley Valley Providence, Stage ROL1

## **Road Traffic Noise Assessment**

## Stockland Developments Pty Ltd

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Prepared by:

#### SLR Consulting Australia

Level 16, 175 Eagle Street, Brisbane QLD 4000, Australia

SLR Project No.: 620.30811.00300 Client Reference No.: NA

4 December 2023

Revision: R03-v2.0

Making Sustainability Happen

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R02-v2.0	12 June 2023	Rodrigo Olavarria	Jennifer Walker	Rodrigo Olavarria
R02-v1.0	13 October 2022	Rodrigo Olavarria	Steve Henry	Rodrigo Olavarria
R01-v1.2	1 July 2023	Rodrigo Olavarria	Steve Henry	Rodrigo Olavarria
R01-v1.1	7 April 2023	Rodrigo Olavarria	Steve Henry	Rodrigo Olavarria
R01-v1.0	5 April 2022	Rodrigo Olavarria	Steve Henry	Rodrigo Olavarria

#### **Revision Record**

## **Basis of Report**

This report has been prepared by SLR Consulting Australia (SLR) with all reasonable skill, care and diligence, and taking account of the timescale and resources allocated to it by agreement with Stockland Developments Pty Ltd (the Client). Information reported herein is based on the interpretation of data collected, which has been accepted in good faith as being accurate and valid.

This report is for the exclusive use of the Client. No warranties or guarantees are expressed or should be inferred by any third parties. This report may not be relied upon by other parties without written consent from SLR.

SLR disclaims any responsibility to the Client and others in respect of any matters outside the agreed scope of the work.

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## Appendices

Appendix A	Glossary of Terms
Appendix B	Providence East ROL 1 Drawings
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## 1.0 Introduction

#### 1.1 Assessment Overview

SLR Consulting Pty Ltd (SLR) has been engaged by Stockland Developments Pty Ltd (Stockland) to conduct a road traffic noise assessment of the Providence East R0L1 subdivision. The purpose of this assessment is to predict the likely future road traffic noise levels which will be experienced by the future sensitive receptors at R0L1 in order to determine where mitigation measures will be required to protect the future noise-sensitive receptors.

A road traffic noise assessment has been conducted following guidance from the Department of Transport and Main Roads (TMR) – *Transport Noise Management: Code of Practice Volume 1 – Road Traffic Noise* (CoP Vol 1), November 2013:

- A computational noise model previously developed as part of the road traffic noise assessment of the Providence North C01 and C02 which was validated via noise monitoring of Centenary Highway noise levels conducted in 2021.
- The computational noise model was further updated to incorporate the proposed Providence East structure plan and the (new future) roads.
- Noise predictions were conducted at the future R0L1 sensitive receptor locations which were given a Noise Category classification in accordance with Australian Standard AS 3671-1989 – Acoustics Road Traffic Noise Intrusion – Building Siting and Construction to achieve the recommended indoor sound levels in AS/NZS 2107:2016 - Acoustics – Recommended design sound levels and reverberation times for building interiors.
- Noise mitigation in the form of noise barriers was recommended accordingly.

It is noted that, given the location of the Providence East site of approximately 900 m from the Centenary Highway (State Controlled), the noise considerations under the State Development Assessment Provisions (SDAP) and the Queensland Development Code Mandatory Part MP 4.4 do not apply and the above standards have been referred to as specified in an Ipswich City Council Request For Information (RFI) and also as industry standards in Queensland for the definition of road traffic attenuation requirements where local roads are the dominant noise source.

A glossary of acoustic terms used in this report is provided in **Appendix A**.

#### 1.2 Relevant Documents and Standards

- Department of Transport and Main Roads (TMR) Road Traffic Noise Management: Code of Practice 2013 (CoP Vol 1).
- Australian Standard AS 3671:1989 Acoustics Road Traffic Noise Intrusion Building Siting and Construction.
- Australian Standard AS/NZS 2107:2016 Acoustics Recommended design sound levels and reverberation times for building interiors.



## 2.0 Providence East ROL1

The Providence East R0L1 forms part of the Ripley Valley Priority Development Area (PDA), which is located approximately 5 km south-west of Ipswich CBD and 9 km west of Springfield. When fully developed, the Ripley Valley PDA will support approximately 50,000 dwellings to house a population of approximately 120,000 people.

The Providence East R0L1 subdivision is located adjacent to the Providence Central subdivision and south-east of the C01-C02 stages and will include a mix of residential lots and recreational parks. The location of the ROL1 subdivision within the broader network is shown in **Figure 1** and allotment layout presented in **Appendix B**.

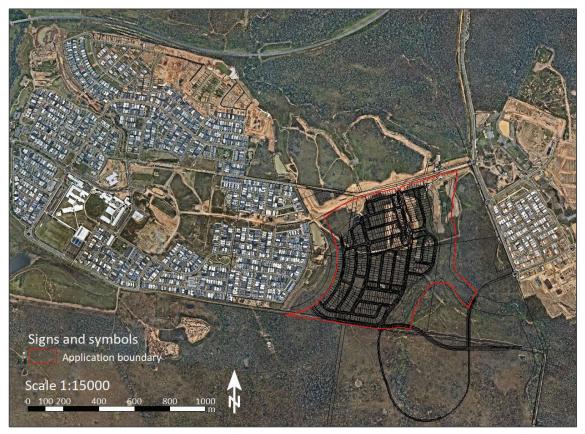


Figure 1 Providence East ROL1 Location

## 3.0 Noise Monitoring

Ambient noise monitoring was conducted as part of the previous C01-C02 study at one location along the Centenary Highway for the purpose of quantifying the existing environments and to validate the noise predictions from Centenary Highway.

Monitoring was conducted between 6-16 September 2021 at the location shown in Figure 2.

Noise measurements were conducted in accordance with AS 2702-1984 Acoustics – Methods for the Measurement of Road Traffic Noise. An ARL NGARA Type 1 noise logger (serial 8781B1) was setup as follows:

- A-weighting frequency response
- "Fast" time response
- 1-hour intervals
- Microphone height 1.5 m above the ground, aimed vertically upwards in the free-field

The instrument was programmed to record a range of statistical noise levels, including the LA10 noise levels, over consecutive 1 hour periods. The logger was checked for calibration before and after the monitoring, with drift in calibration not exceeding 0.5 dBA. The field check is less than 1 dB tolerance allowed in AS2702-1984; therefore, the measurements are considered valid.



#### Figure 2 Noise Monitoring Location Near Centenary Highway

The results of the unattended noise monitoring are summarised in **Table 1** (time traces of relevant noise descriptors shown in **Figure 3** and **Figure 4**). Results are presented as averages for the full monitoring period, as well as results between 7-8 September 2021. The 7-8 September results were used to validate the computer model predictions of Centenary Highway in conjunction with road traffic volume data from a count conducted onsite concurrently with the noise monitoring during these two days.

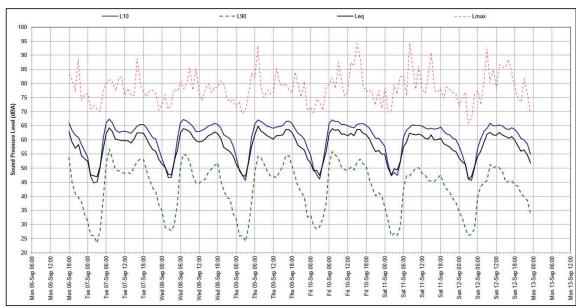
It is noted that, between 7-8 September, conditions were generally fine with light to moderate winds, no rainfall and no adverse weather. The weather conditions during the noise



monitoring period are considered acceptable for noise monitoring in accordance with AS 1055:2018, AS 2702:1984 and TMR CoP Vol 1.

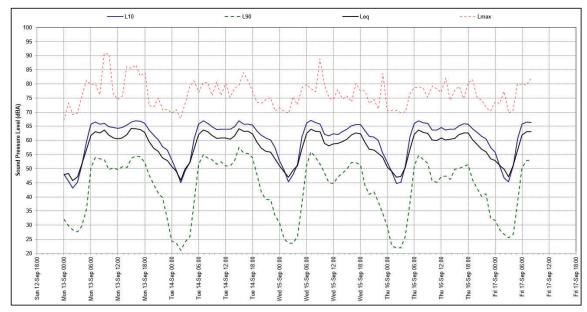
Table 1	Recommended Indoor Design Sound Levels in AS/NZS 2107:2016
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Location	Average Measured Noise Levels (dBA)		
	L <sub>A10,18hr</sub>	Max L <sub>Aeq,1hr</sub>	L <sub>A10,18hr</sub>
Noise monitor (full period average)	63.1	63.3	62.5
Noise monitor (7-8 September average)	63.0	63.2	64.4



#### Figure 3 Noise Monitor Time Traces (6-12 September 2021)





## 4.0 Assessment Criteria

#### 4.1 Ipswich City Council Information Requests

SLR have received the below extract from a Request for Information (RFI) from Ipswich City Council (ICC):

The South East Arterial (SEA), Barrams Road and Bayliss Road are nominated as the future major through fairs and the context plan is also likely to require a number of neighbourhood collectors. Owing to this the applicant is requested to undertake an assessment of the acoustic environment and provide recommendations for acoustic mitigation required for any proposed uses within the development in proximity to these roads.

The report must be prepared by a suitably qualified acoustic professional and detail all methodology, calculations, noise source input data, assumptions used in deriving results and include recommendations for practical mitigation measures, where necessary.

To note: The roads are not within designated Transport Noise Corridors (TNC), therefore the provisions of Queensland Development Code (QDC) MP4.4 are not triggered. Consequently, the consultant is requested to use appropriate acoustic design review process to adopt for proposed residences on Lots that are affected by road traffic noise intrusion. Council recommends the calculation methods within AS 3671:1989 Acoustics – Road traffic noise intrusion - Building siting and construction to achieve compliance with the recommended internal sound levels of AS/NZS 2107:2016 Acoustics – Recommended Design Sound Levels and Reverberation Times for Building Interiors.

Relevant criteria from the above-mentioned standards specified in the RFI are detailed in the sections below.

Following this, with reference to the previous issue of the acoustic report, ICC issued a markup for the September 2022 application (doc 9\_2022\_PDA Draft Plan Concerns.pdf, received 25-10-2023) stating the following points in relation to road traffic noise intrusion:

- 8. Acoustic report will be conditioned to be amended to include fencing and indicative dwellings which is noted in the report to reduce dwelling design requirements across most of the Estate from Category 2 to Category 1.
- 11. Will be conditioned that the acoustic fence will be designed appropriately. Need to ensure landscaping is provided and fencing is detailed appropriately.

Further, it is understood that ICC has advised that noise barriers are to be built to a maximum height of 1.8 m, without gaps.

The assessment that follows addresses both the noise criteria specified in the RFI and Point 8 above, as well as the 1.8 m noise barrier specification in the subsequent requests by the authority.



#### 4.2 AS 3671:1989 Noise Categories

AS 3671 states the following:

"This standard concerns the reduction of road traffic noise intrusion in buildings in areas near new or upgraded freeways, tollways, major roads, and national routes or other roads carrying more than 2000 vehicles per day and provides guidelines for determining the type of building construction necessary to achieve acceptable noise levels indoors, as recommended in AS 2107, for different types of activity."

According to AS 3671, the indoor sound level for each building type/area is to be determined from AS 2107 for the particular building under consideration which is subtracted from the exposure level (measured or predicted) to calculate the required Traffic Noise Reduction (TNR).

The building Construction Category applicable to the TNR are reproduced from AS 3671 in **Table 2**.

Free field Traffic Noise Level at the Residential Lot, L <sub>Aeq,T</sub> dBA	Transport Noise Reduction, TNR	Construction Category
≤ 45 dBA	TNR ≤ 10 dBA	Category 1
≤ 60 dBA	TNR 10-25 dBA	Category 2
≤ 75 dBA	TNR 25-35 dBA	Category 3
> 75 dBA	TNR > 35 dBA	Category 4

#### Table 2 Noise Categories Recommended in AS 3671 for Residential Buildings

The Construction Categories are defined in AS 3671 as follows:

- "Category 1: Standard construction; openings, including open windows and doors may comprise up to 10% of the exposed facade. TNR of approximately 10 dBA is expected.
- Category 2: Standard construction, except for lightweight elements such as fibrous cement or metal cladding or all-glass facades. Windows, doors and other openings must be closed. TNR of approximately 25 dBA is expected.
- Category 3: Special construction, chosen in accordance with Clause 3.4 of AS 3671. Windows, doors and other openings must be closed. TNR between 25 and 35 dBA is expected."
- Category 4: TNR greater than 35 dBA is required; special acoustic advice should be sought."

Based on the above definitions:

- Lots falling within Category 2 built using heavier construction materials excluding lightweight elements such as those listed above do not warrant specific acoustic treatment to the building facades. However, to achieve the recommended indoor sound levels, windows and doors must remain closed. Under this condition, alternative ventilation may be required.
- Dwellings on Lots with predicted Category 3 and Category 4 noise levels require higher acoustic performance of facade elements.



#### 4.3 AS/NZS 2107:2016 Recommended Indoor Sound Levels

Acoustic design criteria are reproduced from AS 2107 in **Table 3** for the most common spaces/uses within dwellings. For other space types, AS 2107 may be referred to directly.

#### Table 3 Recommended Indoor Design Sound Levels in AS/NZS 2107:2016

Type of Occupancy/Activity (houses and apartments in suburban areas or near minor roads)	Design Sound Level Range, dBA	
Living areas	30 to 40	
Sleeping areas (night time)	30 to 35	
Work areas	35 to 40	

It is noted that, in order to achieve the recommended levels, windows would typically have to remain closed; therefore, an allowance is to be made for the combined noise resulting from road traffic and air conditioning noise. That is, the recommended design sound levels given in **Table 3** apply for the combined noise from building services (supply, breakout, return, etc) and road traffic noise. For building design purposes, this means that the road traffic noise level is to be controlled to 3 dBA less than the upper value of the recommended indoor design sound level range in **Table 3** during the worst case of a 60 minute period, typically during peak hour traffic.

## 5.0 Road Traffic Noise Modelling

The noise assessment was conducted following guidance from the CoP Vol 1. A computational noise model of the site was developed to predict future road traffic noise levels onto the lots.

A three-dimensional noise model of the study area was developed within SoundPLAN 8.1 acoustic software to predict road traffic noise levels based on forecast road traffic volumes on the development. The computer model was created as a representation of the existing and future site, which incorporates the following inputs:

- Calculation algorithms SoundPLAN implementation of the UK Department of Transport Welsh Office Calculation of Road Traffic Noise 1988 (CoRTN) algorithm. CoRTN is widely accepted in Australia for the calculation of road traffic noise and, in addition with SoundPLAN, is recommended CoP Vol 1.
- Terrain elevation A LiDAR based 3D representation of the existing terrain obtained from a Queensland Government website, and the future R0L1 site and overall Providence site supplied by KN Group.
- Ground surface corrections Areas of soft (absorptive) and hard (reflective) ground.
- Buildings Implementation of existing buildings (ie layout, height, floors) and existing buildings from aerial photography and/or LiDAR data.
- Sensitive receptors Locations where the road traffic noise levels are to be assessed.

#### 5.1 Road Traffic Noise Model Inputs

#### 5.1.1 2021 Road Traffic Volumes

A road traffic count was conducted concurrently with the noise monitoring on 7-8 September 2021. A summary of the data used in modelling of 2021 road traffic volumes counted concurrently with the noise monitoring for the purpose of validating the road traffic model is presented in **Table 4**.

#### Table 4 2021 Centenary Highway Two-way Totals

Day	6am-12am Traffic Volume	% CV
7 Sep 2021	17,511	4.7
8 Sep 2021	17,432	4.7
Average (used in computer model)	17, 472	4.7

Source: Austraffic, counted between Ripley Road and Mount Juillerat Drive

#### 5.1.2 Future Road Traffic Forecasts

Road traffic volumes for the ROL1 arterial roads have been forecast from transport models developed by Economic Development Queensland (EDQ) and Ipswich City Council (ICC). These volumes were previously requested by ICC to be used in assessments and have been considered the baseline volumes, which have been further adjusted conservatively (ie



upwards) to include volume forecasts (by the SLR traffic group<sup>1</sup>) for the Providence development.

The following assumptions are noted:

- Two-way traffic for 2041 obtained from the EDQ/ICC model has been adopted (as per in the previous reports) as the closest estimate of the 10-year (after construction) traffic scenario required to be assessed in CoP Vol 1.
- A 5% CV and 60 km/h average speed has been assumed as typical of suburban roads.
- The AM Peak hour volume has been adopted in the computer model.

Road traffic noise from the local R0L1 internal roads have not been considered for assessment as these roads will produce localised road traffic noise events as opposed to constant noise.

The derived traffic volumes are presented in Table 5.

Road Section (refer Figure 5)	Details Two-way traffi (vehicles po			
		AM Peak hour	PM Peak hour	
Section 1 - South East Arterial Rd	North of Barrams Rd	767	838	
Section 2 - South East Arterial Rd	South of Barrams Rd	893	688	
Section 3 - South East Arterial Rd	Southwest of Bayliss Rd	727	506	
Section 4 - Barrams Rd	East of South East Arterial Rd	1,855	1,868	
Section 5 - Barrams Rd	West of Cumner Rd	1,931	1,687	
Section 6 - Bayliss Rd	East of South East Arterial Rd	813	769	
Section 7 - Cumner Rd	South of Barrams Rd	1,384	1,252	
Section 8 - No name	North of Bayliss Rd	935	892	

#### Table 5 Traffic Forecasts Derived from EDQ/ICC Modelling

<sup>&</sup>lt;sup>1</sup> SLR Report 620.30351-R01-v4.0 Providence East – ROL1 Traffic Impact Assessment, 6 October 2022.





#### Figure 5 Road Sections Considered in Modelling

Road traffic volumes for Centenary Highway were obtained from traffic census data published in the Queensland State-declared road network website, which was extrapolated to forecast 2041 volumes using the average 10 year growth. Historic data obtained from the TMR website are presented in **Table 6**.

Year Annual Average Daily Traffic, AADT % CV				
Year	Annual Average Daily Traffic, AADT	% C V		
2009	6,158	9.63		
2010	6,541	7.85		
2011	7,523	9.42		
2012	5,052	8.18		
2013	5,347	5.6		
2014	5,675	11.35		
2015	6,614	9.75		
2016	8,490	12.63		
2017	10,521	9.37		
2018	11,137	8.89		
2019	12,672	12.17		

#### Table 6 2021 Centenary Highway Two-way Totals



From AADT values in **Table 6**, a 10.58% average annual growth and 10% CV 10-year average have been derived. For the prediction of peak hour traffic noise, it has been assumed that 10% of traffic occurs within this period. The road traffic parameters presented in **Table 7** were digitised in the computer model.

#### Table 7 Two-way Centenary Highway Road Source Parameters used in Noise Modelling

Year	6am-12am volume	Peak hour traffic volume	% CV	Speed	Pavement Surface Type
2041	39,632	3,963	10		Dense Graded Asphalt, DGA (0 dB correction)

#### 5.1.3 Other Prediction Parameters

A Stone Mastic Asphalt road surface with a road surface correction factor of -1 dB has been applied to the existing and future Centenary Highway. A Dense Graded Asphalt (DGA) pavement surface has been used for all other future roads with a 0 dB correction.

This assessment is based on predictions conducted in the free-field; therefore, a further -0.7 dBA correction was applied to the noise predictions in accordance with the CoP Vol 1.

The model included the following files provided by the Project design team (received November 2023 and produced by KN Group and Urbis):

- 11400 East ROL1 KN 231027 Prov East Design Tin and Bdy-MGA94.dwg: This file was used to model the elevation over the ROL1 site and the portion of Bayliss Road adjacent to the ROL1 site
- 11400 East ROL1 KN 231027 Prov East External Roads-MGA94.dwg: This file was used to model the elevation of South East Arterial, Barrams Road and road Section 8. Where this file overlapped with 11400 East ROL1 - KN 231027 Prov East Design Tin and Bdy-MGA94, the latter elevation was used.
- 11400 East ROL1 KN x22-251\_BASE (Preliminary 19.10.2023)-MGA94.dwg
- 11400 East ROL1 Urbis 231026\_PROVIDENCE EAST ROL1\_UD BASE-MGA94.dwg: This file was used to determine the dwelling envelopes within the lots. Dwellings were conservatively modelled as 3.0 m tall buildings to account for the screening provided by single storey dwellings only, noting that noise predictions were made for both ground floor and first floor levels.
- 11400 East ROL1 SLR Combined-MGA94.dwg: This file was imported in the model for general reference.

A digital elevation model using 0.2 m contour lines for existing terrain interpolated from 2014 digital elevation data extracted from a QLD Government website was used to model the study area outside the Providence development.

Road traffic noise levels were predicted at 1.8 m and 4.6 m height above finished ground level to represent typical building heights of single and two storey buildings, in accordance with CoP Vol 1.

Noise contours were generated from noise predictions using a grid spacing of 0.5 m.



#### 5.1.4 Noise Descriptor Conversion Factors

In order to conduct an AS 3671 and AS 2107 assessment, road traffic is to be predicted for the maximum  $L_{Aeq,1hr}$  noise descriptor expected within a 24 hour period. However, CoRTN only allows for a prediction of the  $L_{A10,18hr}$  and  $L_{A10,1hr}$  noise descriptors.

To predict the  $L_{Aeq,1hr}$ , the AM Peak hourly traffic volumes have been used to predict the  $L_{A10,1hr}$  and an industry accepted -3 dBA conversion factor has been applied in the absence of measured noise levels. This is a typical difference between the two descriptors when road traffic noise is the dominant noise source.

#### 5.2 Road Traffic Noise Model Verification

According to the CoP Vol 1, a road traffic noise model is deemed to be verified if the average difference between the measured and calculated values of the noise descriptors is no more than ±2.0 dBA. Further, this document states that:

*"If the average difference between existing measured and calculated noise descriptors values is positive (i.e. average measured values exceed the calculated values), then the calculated values shall be adjusted upwards by this average difference before determining the predicted values."* 

*"If the average difference between existing measured and calculated noise descriptors values is negative (i.e. average calculated values exceed the measured values), then no adjustment shall be made to the calculated values before determining the predicted values."* 

A verification of the model was conducted for Centenary Highway, with existing road traffic noise levels calculated the noise monitoring location (results presented in **Table 8**). The predicted difference is -1.3 dBA, and it is within the accepted 2 dBA tolerance; therefore, the model is considered validated. Furthermore, the model is conservative (ie the calculated values exceed the measured values). Thus, the model has been applied in this assessment without further correction.

#### Table 8 Road Traffic Noise Model Verification

Measurement Location	L <sub>A10,18hr</sub> Noise	e Level (dBA)	Verification <sup>1</sup>
	Predicted	Measured	(Measured – Predicted)
Noise Monitor	64.3	63.0	-1.3

Note 1: Negative value denotes prediction greater than measurement. Positive value denotes prediction less than measurement.

A road traffic model verification for new roads to be built as part of the project is not possible at this stage as the roads are non-existing. However, past experience has shown that noise predictions using CoRTN typically result in conservative predictions of levels at receptors.

### 6.0 Noise Assessment Results

#### 6.1 AS 3671 Building Construction Categories

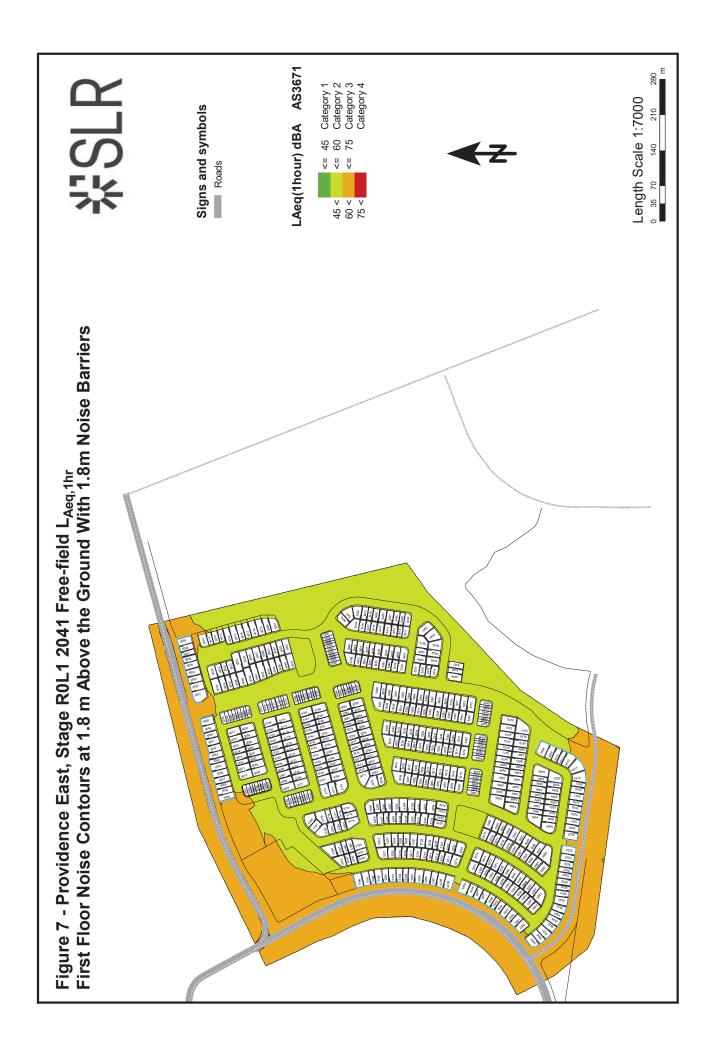
A table of predicted noise levels at dwellings is presented in **Appendix C**. The table presents the free-field  $L_{Aeq, 1hr}$  and AS 3671 Construction Category at the worst-affected facade before mitigation and the resulting worst-affected façade after the implementation of 1.8 m high noise barriers (discussed in detail in **Section 6.3**). Noise predictions are presented for ground floor and first floor levels.

The following was found:

- With the implementation of the 1.8 m high noise barriers, the AS3671 category reduces on the ground floor of 34 lots. Maximum noise exposure reductions in the order of 5 dBA to 13 dBA are predicted in the above cases.
- On other lots where the Construction Category is not reduced after the implementation of noise barriers, the maximum noise exposure is reduced by up to 9 dBA.
- Construction Category 2 will be required, as a minimum. A maximum Construction Category 3 has also been predicted to be required.

The AS3671 Categories are also presented graphically in Figure 6 and Figure 7.





#### 6.2 **Dwelling Facade Construction Requirements**

Further to the results summarised in **Section 6.1**, the building construction requirements for future dwellings in lots identified within the above Categories after the implementation of noise barriers are as follows:

#### • Construction Category 2 Lots:

Dwellings within lots identified as Construction Category 2 in **Appendix C** may be built using construction materials excluding lightweight elements such as fibrous cement or metal cladding, or all-glass facades, and warrant no additional acoustic consideration.

Habitable spaces incorporating lightweight materials, or all glass facades will require to be designed selecting construction materials following the procedures in Clause 3.4 of AS 3671.

In order to achieve the recommended indoor sound levels, windows and doors must remain closed. Under this condition, alternative ventilation may be required.

#### • Construction Category 3 Lots:

Dwellings located within the lots identified as Construction Category 3 in **Appendix C** will require specific acoustic design.

The building facade acoustic performances are to be selected following the procedures detailed in Clause 3.4 of AS 3671. A lot specific acoustic assessment will be required to be conducted by a qualified acoustic consultant to determine the applicable Traffic Noise Attenuation (TNA). The assessment will be required to confirm the proposed architectural building construction/configurations will result in road traffic noise levels compliant with the recommended indoor sound levels in AS 2107 for the various habitable spaces.

In order to achieve the recommended indoor sound levels, windows and doors must remain closed. Under this condition, alternative ventilation may be required.

#### 6.3 Noise Barriers

For the external noise levels to meet the predicted noise categories detailed in **Section 6.1**, noise barriers are recommended to be built as follows:

- The location of the modelled noise barriers is shown in Figure 8.
- **Figure 9** to **Figure 12** show the approximate elevation at the base of the barrier at mid span, the average elevation at the dwelling (in brackets) and the approximate elevation of the closest road lane.

The elevations are rounded to the nearest decimal.

- The noise barriers must be built on top of any retailing walls. This includes noise barriers for lots currently modelled in a cut (ie. lot a at a lower elevation than the assessed road immediately adjoining).
- The barriers must be installed without gaps between concrete panels, between timber panels and posts.
- Small gaps between the bottom of the noise fences are permissible if required for drainage. However, these must be minimised.
- The noise barriers must have a minimum surface density of 12.5 kg/m<sup>2</sup> (excluding structural components).
- Overlapped timber barriers are suitable. Brisbane City Council drawings <u>BSD-7021</u> and Moreton Bay Regional Council drawings <u>SF-1520</u> are recommended for reference (also reproduced in **Appendix D**).





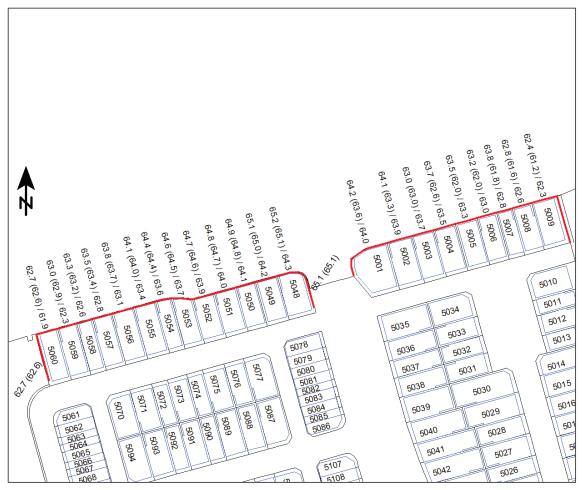
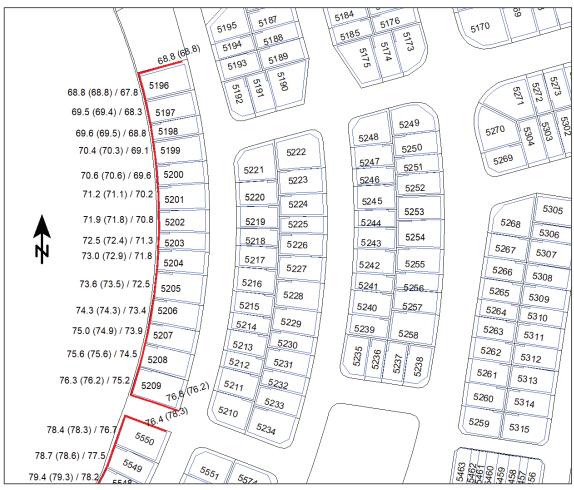
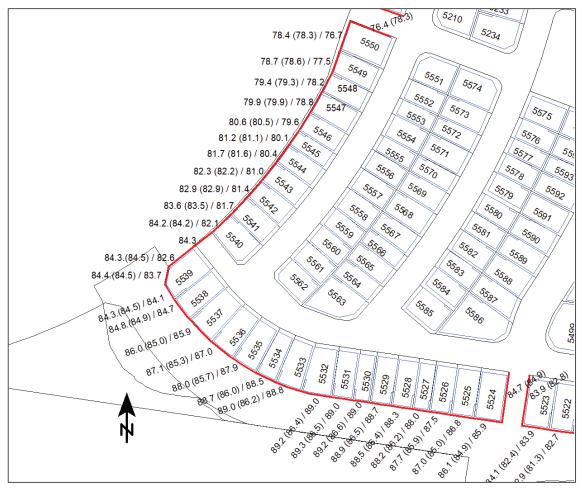


Figure 9 Noise Barrier Relative Elevations, m – Barrier Base (Dwelling Average) / Closest Road Lane



#### Figure 10 Noise Barrier Relative Elevations, m – Barrier Base (Dwelling Average) / Closest Road Lane



#### Figure 11 Noise Barrier Relative Elevations, m – Barrier Base (Dwelling Average) / Closest Road Lane

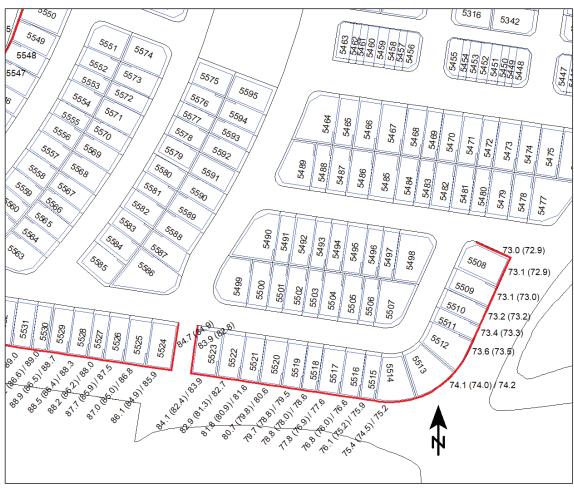


Figure 12 Noise Barrier Relative Elevations, m – Barrier Base (Dwelling Average) / Closest Road Lane

## 7.0 Conclusion

SLR Consulting Pty Ltd (SLR) have completed a road traffic noise assessment of the proposed Ripley Valley Providence East Stage ROL1 subdivision. The assessment was conducted following guidance from the TMR CoP Vol 1.

A combination of dwelling Construction Categories as defined in AS 3671:1989 and noise barriers of a maximum height of 1.8 m, have been applied to reduce future road traffic noise intrusion from the roads adjoining the Project. The assessment findings are summarised as follows:

- With the implementation of the 1.8 m high noise barriers, the AS3671 category reduces on the ground floor of 34 lots. Maximum noise exposure reductions in the order of 5 dBA to 13 dBA are predicted in the above cases.
- On other lots where the Construction Category is not reduced after the implementation of noise barriers, the maximum noise exposure is reduced by up to 9 dBA.
- Construction Category 2 will be required, as a minimum. A maximum Construction Category 3 has also been predicted to be required.
- Overlapped timber noise barriers are considered suitable. Brisbane City Council drawings <u>BSD-7021</u> and Moreton Bay Regional Council drawings <u>SF-1520</u> are recommended for reference.
- Following the indications from AS 3671:
  - Dwellings floors identified as Construction Category 2 in Appendix C may be built using construction materials excluding lightweight elements such as fibrous cement or metal cladding, or all-glass facades, and warrant no additional acoustic consideration.

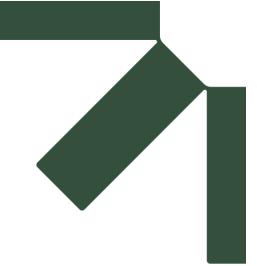
Habitable spaces incorporating lightweight materials, or all glass facades will require to be designed selecting construction materials following the procedures in Clause 3.4 of AS 3671.

- Dwellings located within the lots identified as Construction Category 3 in Appendix C will require specific acoustic design. The building facade acoustic performances are to be selected following the procedures detailed in Clause 3.4 of AS 3671. A lot specific acoustic assessment will be required to be conducted by a qualified acoustic consultant to determine the applicable Traffic Noise Attenuation (TNA). The assessment will be required to confirm the proposed architectural building construction/configurations will result in road traffic noise levels compliant with the recommended indoor sound levels in AS 2107 for the various habitable spaces.
- In order to achieve the recommended indoor sound levels, windows and doors must remain closed. Under this condition, alternative ventilation may be required.

The results presented in this report represent the noise level onto the worst-exposed facade to road traffic noise, in the absence of lot specific dwelling architectural designs. A lot specific acoustic assessment may be conducted by a qualified acoustic consultant to demonstrate a lower Construction Category and the applicable Traffic Noise Attenuation (TNA) applicable to specific habitable spaces of a dwelling using architectural drawings. The assessment will be required to confirm the proposed architectural building construction/configurations will result in road traffic noise levels compliant with the recommended indoor sound levels in AS 2107 for the various habitable spaces.



In summary, following the noise assessment results presented in this report it is concluded that the proposed Providence ROL1 subdivision can be developed to control road traffic noise intrusion to achieve suitable noise within the AS 2107 recommended indoor design level ranges; therefore, to meet the requirements specified by the Ipswich City Council.



## Appendix A Glossary of Terms

## Ripley Valley Providence, Stage ROL1

#### **Road Traffic Noise Assessment**

#### Stockland Developments Pty Ltd

SLR Project No.: 620.30811.00300

4 December 2023



#### Sound Level (or Noise Level)

The terms sound and noise are almost interchangeable, except that in common usage noise is often used to refer to unwanted sound.

Sound (or noise) consists of minute fluctuations in atmospheric pressure capable of evoking the sense of hearing. The human ear (and those of other species) responds to changes in sound pressure over a very wide range. The loudest sound pressure to which the human ear responds is ten million times greater than the softest. The decibel (dB or dBL) scale reduces this ratio to a more manageable size by the use of logarithms.

#### A-weighted Sound Pressure Level

The overall level of a sound is usually expressed in terms of dBA, which is measured using a sound level meter with an 'A-weighting' filter. This is an electronic filter having a frequency response corresponding approximately to human hearing.

#### **Change in Sound Pressure Levels**

For human perception, a change of 1 dBA or 2 dBA in the level of a sound is considered to be indiscernible, while a 3 dBA to 5 dBA change corresponds to a small but noticeable change in loudness. A 10 dBA change corresponds to an approximate doubling or halving in loudness. As noted in Section 2.4 of the TMR CoP Vol 1, while the above noted changes in sound pressure level are *not precisely verifiable for road traffic noise, it is useful in understanding the significance of change in environmental noise exposure.* 

Additional facts about road traffic noise as stated in Section 2.4 of the TMR CoP Vol 1:

- A 3 dBA change in noise level is equivalent to halving or doubling the traffic volumes.
- A 10 dBA change in noise level is equivalent to halving or doubling the subjective or perceived loudness or a tenfold increase or decrease in traffic volume.
- A 10 km/h increase in speed will increase the noise level by approximately 1 dBA.
- A 3.5% compound annual growth rate in traffic will increase the noise level by approximately 1.5 dBA over a 10-year horizon.
- An 8% compound annual growth rate in traffic will increase the noise level by approximately 3.0 dBA over a 10-year horizon.

#### **Typical Sound Pressure Levels**

The table below lists examples of typical sound pressure levels.

Sound pressure level (dBA)	Typical example
130	Threshold of pain
120	Metal hammering
110	Grinding on steel
100	Loud car horn at 3 metres (m)
90	Dog bark at 1 m
80	Cicadas at 1 m
70	Noise level directly adjacent to a busy main road
60	Ambient noise level in urban area close to main roads

#### Table A-1 Examples of Perceived Sound Pressure Levels

Sound pressure level (dBA)	Typical example
50	Day time in a quiet suburban environment with background or distant road traffic noise
40	Night-time in a quiet suburban environment with background or distant road traffic noise Ambient noise level in rural to semi-rural environments with light breezes and some noise from insects, birds and distant traffic
30	Ambient noise level in a typical rural noise environment in the absence of insect noise and wind. Inside bedroom
20	Ambient noise level in remote rural environment away from main roads with no wind and no insect noise

#### **Statistical Noise Levels**

Sounds that vary in level over time, such as road traffic noise and most community noise, are commonly described in terms of the statistical exceedance levels (LAN), where LAN is the A-weighted sound pressure level exceeded for N% of a given measurement period. For example, the LA1 is the noise level exceeded for 1% of the time and LA10 the noise exceeded for 10% of the time.

**Figure A-1** below presents a hypothetical 15-minute noise measurement, illustrating various common statistical indices of interest.

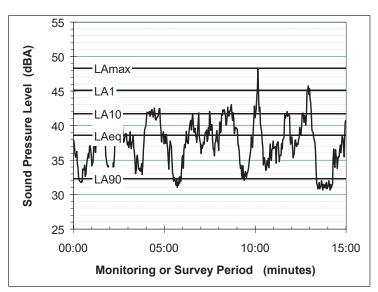


Figure A-1 Hypothetical 15-minute Noise Measurement

Of particular relevance are:

• LA10: The A-weighted noise level exceeded for 10% during any given measurement period. This is commonly referred to as the average maximum noise level.

Additionally;

• LA10(18hour) Road Traffic Noise Level: the level exceeded for 10% of any measurement period; the usual period of measurement is 1 hour. The hourly LA10 level, therefore, is



the traffic noise level exceeded for 6 minutes in the hour. The 18-hour LA10 level (LA10(18hour)) is the arithmetic average of 18, hourly LA10 traffic noise levels measured in consecutive hours between 6:00 am and 12:00 midnight.

- LA10(12hour) Road Traffic Noise Level is the arithmetic average of 12 hourly LA10 traffic noise levels measured in consecutive hours between 6:00 am and 6:00 pm.
- LA1(1hour) Road Traffic Noise Level the level exceeded for n% of a 1-hour period.
- LAeq(1hour) Road Traffic Noise Level the average energy level within a 1-hour period.

#### Noise Propagation

Provided the receptor is in the far-field of the noise source, noise levels will reduce as a receptor moves further away from the source. This is due to spreading of the noise source energy over distance. For a simple point source (for example, a motor) the theoretical reduction in noise levels is 6 dBA per doubling of distance. For a line source (for example, a busy road) the theoretical reduction is 3 dBA per doubling of distance. In reality however other factors affect noise propagation. These include ground absorption, air absorption, acoustic screening, and meteorological effects.

#### Facade Corrected versus Free-field

A 'facade corrected' measurement/monitoring location is a location which is influenced by facade reflections. Measurements at facades are typically taken at a distance of 1 m away and the measured noise level generally regarded as being +2.5 dB higher than in the 'free field'.

A 'free field' measurement/monitoring location is a location where the microphone is positioned sufficiently far from nearby surfaces for the measured data to not be influenced by reflected noise. This is typically regarded as a position 3.5 m or greater from a reflective surface.



## Appendix B Providence East ROL 1 Drawings

## **Ripley Valley Providence, Stage ROL1**

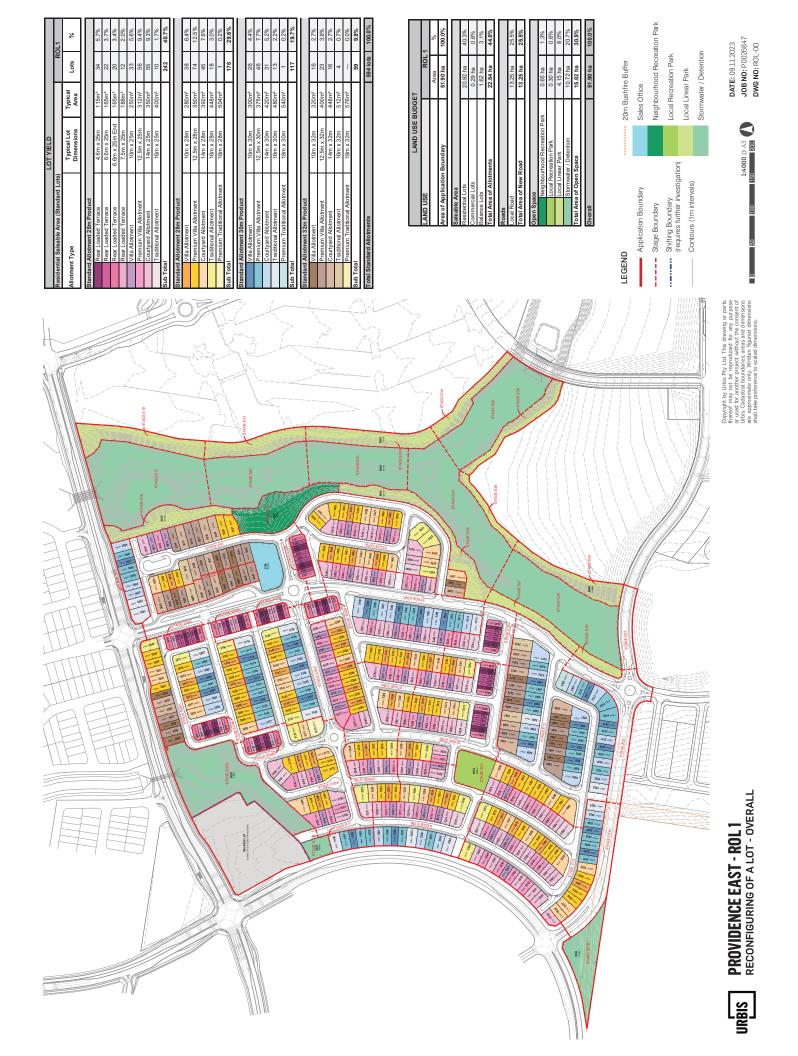
#### **Road Traffic Noise Assessment**

#### Stockland Developments Pty Ltd

SLR Project No.: 620.30811.00300

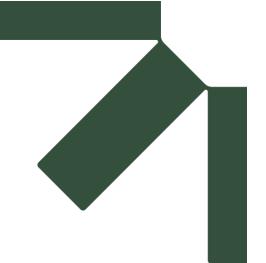
4 December 2023











# Appendix C Table of Results

### **Ripley Valley Providence, Stage ROL1**

**Road Traffic Noise Assessment** 

**Stockland Developments Pty Ltd** 

SLR Project No.: 620.30811.00300

4 December 2023



Receptor	Floor	No	o mitigation	1.8m ı	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
5001	GF	69	Cat 3	59	Cat 2
	FF	70	Cat 3	70	Cat 3
5002	GF	69	Cat 3	59	Cat 2
	FF	70	Cat 3	70	Cat 3
5003	GF	69	Cat 3	58	Cat 2
	FF	70	Cat 3	70	Cat 3
5004	GF	69	Cat 3	57	Cat 2
	FF	70	Cat 3	70	Cat 3
5005	GF	69	Cat 3	56	Cat 2
	FF	70	Cat 3	70	Cat 3
5006	GF	69	Cat 3	56	Cat 2
	FF	70	Cat 3	70	Cat 3
5007	GF	69	Cat 3	57	Cat 2
	FF	70	Cat 3	70	Cat 3
5008	GF	69	Cat 3	57	Cat 2
	FF	70	Cat 3	70	Cat 3
5009	GF	69	Cat 3	60	Cat 3
	FF	70	Cat 3	70	Cat 3
5010	GF	60	Cat 3	60	Cat 3
	FF	62	Cat 3	62	Cat 3
5011	GF	59	Cat 2	59	Cat 2
	FF	61	Cat 3	60	Cat 3
5012	GF	59	Cat 2	58	Cat 2
	FF	60	Cat 2	60	Cat 2
5013	GF	58	Cat 2	58	Cat 2
	FF	59	Cat 2	59	Cat 2
5014	GF	57	Cat 2	57	Cat 2
	FF	59	Cat 2	59	Cat 2
5015	GF	57	Cat 2	57	Cat 2
	FF	58	Cat 2	58	Cat 2
5016	GF	56	Cat 2	56	Cat 2
	FF	58	Cat 2	57	Cat 2
5017	GF	56	Cat 2	56	Cat 2
	FF	57	Cat 2	57	Cat 2
5018	GF	56	Cat 2	56	Cat 2

#### Table C-1 Road Traffic Noise Predictions at worst-exposed dwelling façade (rounded)



Receptor	Floor	No	o mitigation	1.8m ı	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
	FF	57	Cat 2	57	Cat 2
5019	GF	55	Cat 2	55	Cat 2
	FF	56	Cat 2	56	Cat 2
5020	GF	55	Cat 2	55	Cat 2
	FF	56	Cat 2	56	Cat 2
5021	GF	54	Cat 2	54	Cat 2
	FF	55	Cat 2	55	Cat 2
5022	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	53	Cat 2
5023	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5024	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5025	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5026	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	55	Cat 2
5027	GF	52	Cat 2	51	Cat 2
	FF	55	Cat 2	55	Cat 2
5028	GF	52	Cat 2	52	Cat 2
	FF	55	Cat 2	55	Cat 2
5029	GF	52	Cat 2	52	Cat 2
	FF	56	Cat 2	56	Cat 2
5030	GF	53	Cat 2	53	Cat 2
	FF	56	Cat 2	56	Cat 2
5031	GF	52	Cat 2	52	Cat 2
	FF	56	Cat 2	56	Cat 2
5032	GF	53	Cat 2	53	Cat 2
	FF	57	Cat 2	57	Cat 2
5033	GF	54	Cat 2	54	Cat 2
	FF	58	Cat 2	58	Cat 2
5034	GF	55	Cat 2	55	Cat 2
	FF	59	Cat 2	59	Cat 2
5035	GF	58	Cat 2	58	Cat 2
	FF	60	Cat 3	60	Cat 3
5036	GF	55	Cat 2	55	Cat 2
	FF	59	Cat 2	59	Cat 2



Receptor	Floor	No	o mitigation	1.8m i	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
5037	GF	55	Cat 2	54	Cat 2
	FF	58	Cat 2	58	Cat 2
5038	GF	54	Cat 2	54	Cat 2
	FF	57	Cat 2	57	Cat 2
5039	GF	54	Cat 2	54	Cat 2
	FF	57	Cat 2	57	Cat 2
5040	GF	54	Cat 2	53	Cat 2
	FF	56	Cat 2	56	Cat 2
5041	GF	53	Cat 2	53	Cat 2
	FF	56	Cat 2	56	Cat 2
5042	GF	53	Cat 2	53	Cat 2
	FF	56	Cat 2	56	Cat 2
5043	GF	53	Cat 2	53	Cat 2
	FF	55	Cat 2	55	Cat 2
5044	GF	53	Cat 2	53	Cat 2
	FF	55	Cat 2	55	Cat 2
5045	GF	53	Cat 2	53	Cat 2
	FF	55	Cat 2	55	Cat 2
5046	GF	53	Cat 2	53	Cat 2
	FF	55	Cat 2	55	Cat 2
5047	GF	52	Cat 2	52	Cat 2
	FF	54	Cat 2	54	Cat 2
5048	GF	68	Cat 3	62	Cat 3
	FF	69	Cat 3	69	Cat 3
5049	GF	68	Cat 3	62	Cat 3
	FF	69	Cat 3	69	Cat 3
5050	GF	68	Cat 3	62	Cat 3
	FF	69	Cat 3	69	Cat 3
5051	GF	68	Cat 3	62	Cat 3
	FF	69	Cat 3	69	Cat 3
5052	GF	68	Cat 3	62	Cat 3
	FF	69	Cat 3	69	Cat 3
5053	GF	69	Cat 3	63	Cat 3
	FF	70	Cat 3	70	Cat 3
5054	GF	70	Cat 3	63	Cat 3
	FF	70	Cat 3	70	Cat 3
5055	GF	70	Cat 3	63	Cat 3



Receptor	Floor	No	o mitigation	1.8m ı	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
	FF	70	Cat 3	70	Cat 3
5056	GF	70	Cat 3	63	Cat 3
	FF	70	Cat 3	70	Cat 3
5057	GF	70	Cat 3	63	Cat 3
	FF	70	Cat 3	70	Cat 3
5058	GF	70	Cat 3	63	Cat 3
	FF	70	Cat 3	70	Cat 3
5059	GF	70	Cat 3	63	Cat 3
	FF	70	Cat 3	70	Cat 3
5060	GF	70	Cat 3	63	Cat 3
	FF	70	Cat 3	70	Cat 3
5061	GF	60	Cat 2	60	Cat 2
	FF	61	Cat 3	61	Cat 3
5062	GF	59	Cat 2	59	Cat 2
	FF	60	Cat 3	60	Cat 3
5063	GF	59	Cat 2	59	Cat 2
	FF	60	Cat 2	60	Cat 2
5064	GF	59	Cat 2	59	Cat 2
	FF	59	Cat 2	59	Cat 2
5065	GF	58	Cat 2	58	Cat 2
	FF	59	Cat 2	59	Cat 2
5066	GF	58	Cat 2	58	Cat 2
	FF	59	Cat 2	59	Cat 2
5067	GF	57	Cat 2	57	Cat 2
	FF	58	Cat 2	58	Cat 2
5068	GF	57	Cat 2	57	Cat 2
	FF	58	Cat 2	58	Cat 2
5069	GF	57	Cat 2	57	Cat 2
	FF	58	Cat 2	58	Cat 2
5070	GF	56	Cat 2	56	Cat 2
	FF	58	Cat 2	58	Cat 2
5071	GF	55	Cat 2	55	Cat 2
	FF	58	Cat 2	58	Cat 2
5072	GF	55	Cat 2	55	Cat 2
	FF	57	Cat 2	57	Cat 2
5073	GF	55	Cat 2	55	Cat 2
	FF	57	Cat 2	57	Cat 2



Receptor	Floor	No	o mitigation	1.8m i	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
5074	GF	54	Cat 2	54	Cat 2
	FF	57	Cat 2	57	Cat 2
5075	GF	54	Cat 2	54	Cat 2
	FF	57	Cat 2	57	Cat 2
5076	GF	54	Cat 2	54	Cat 2
	FF	57	Cat 2	57	Cat 2
5077	GF	54	Cat 2	54	Cat 2
	FF	57	Cat 2	57	Cat 2
5078	GF	58	Cat 2	57	Cat 2
	FF	60	Cat 2	60	Cat 2
5079	GF	56	Cat 2	56	Cat 2
	FF	59	Cat 2	59	Cat 2
5080	GF	55	Cat 2	55	Cat 2
	FF	58	Cat 2	58	Cat 2
5081	GF	55	Cat 2	55	Cat 2
	FF	58	Cat 2	58	Cat 2
5082	GF	54	Cat 2	54	Cat 2
	FF	57	Cat 2	57	Cat 2
5083	GF	54	Cat 2	54	Cat 2
	FF	57	Cat 2	57	Cat 2
5084	GF	54	Cat 2	54	Cat 2
	FF	57	Cat 2	57	Cat 2
5085	GF	53	Cat 2	53	Cat 2
	FF	56	Cat 2	56	Cat 2
5086	GF	53	Cat 2	53	Cat 2
	FF	56	Cat 2	56	Cat 2
5087	GF	51	Cat 2	51	Cat 2
	FF	56	Cat 2	56	Cat 2
5088	GF	51	Cat 2	51	Cat 2
	FF	56	Cat 2	56	Cat 2
5089	GF	51	Cat 2	51	Cat 2
	FF	56	Cat 2	56	Cat 2
5090	GF	51	Cat 2	51	Cat 2
	FF	56	Cat 2	56	Cat 2
5091	GF	51	Cat 2	51	Cat 2
	FF	56	Cat 2	56	Cat 2
5092	GF	51	Cat 2	51	Cat 2



Receptor	Floor	No	o mitigation	1.8m ı	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
	FF	56	Cat 2	56	Cat 2
5093	GF	51	Cat 2	51	Cat 2
	FF	56	Cat 2	56	Cat 2
5094	GF	52	Cat 2	52	Cat 2
	FF	57	Cat 2	57	Cat 2
5095	GF	56	Cat 2	56	Cat 2
	FF	57	Cat 2	57	Cat 2
5096	GF	55	Cat 2	55	Cat 2
	FF	56	Cat 2	56	Cat 2
5097	GF	54	Cat 2	54	Cat 2
	FF	56	Cat 2	56	Cat 2
5098	GF	53	Cat 2	53	Cat 2
	FF	55	Cat 2	55	Cat 2
5099	GF	52	Cat 2	52	Cat 2
	FF	55	Cat 2	55	Cat 2
5100	GF	52	Cat 2	52	Cat 2
	FF	55	Cat 2	55	Cat 2
5101	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5102	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5103	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5104	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5105	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5106	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5107	GF	52	Cat 2	52	Cat 2
	FF	55	Cat 2	55	Cat 2
5108	GF	52	Cat 2	52	Cat 2
	FF	55	Cat 2	55	Cat 2
5109	GF	52	Cat 2	51	Cat 2
	FF	55	Cat 2	55	Cat 2
5110	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	55	Cat 2



Receptor	Floor	No	o mitigation	1.8m i	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
5111	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	55	Cat 2
5112	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5113	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5114	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5115	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5116	GF	52	Cat 2	52	Cat 2
	FF	54	Cat 2	54	Cat 2
5117	GF	52	Cat 2	52	Cat 2
	FF	54	Cat 2	54	Cat 2
5118	GF	52	Cat 2	52	Cat 2
	FF	54	Cat 2	54	Cat 2
5119	GF	52	Cat 2	52	Cat 2
	FF	54	Cat 2	54	Cat 2
5120	GF	52	Cat 2	52	Cat 2
	FF	55	Cat 2	55	Cat 2
5121	GF	52	Cat 2	53	Cat 2
	FF	55	Cat 2	55	Cat 2
5122	GF	53	Cat 2	53	Cat 2
	FF	55	Cat 2	55	Cat 2
5123	GF	53	Cat 2	53	Cat 2
	FF	55	Cat 2	55	Cat 2
5124	GF	53	Cat 2	53	Cat 2
	FF	55	Cat 2	55	Cat 2
5125	GF	53	Cat 2	53	Cat 2
	FF	55	Cat 2	55	Cat 2
5126	GF	54	Cat 2	54	Cat 2
	FF	56	Cat 2	56	Cat 2
5127	GF	54	Cat 2	54	Cat 2
	FF	56	Cat 2	56	Cat 2
5128	GF	56	Cat 2	56	Cat 2
	FF	57	Cat 2	57	Cat 2
5129	GF	55	Cat 2	55	Cat 2



Receptor	Floor	No	o mitigation	1.8m i	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
	FF	57	Cat 2	57	Cat 2
5130	GF	55	Cat 2	55	Cat 2
	FF	57	Cat 2	57	Cat 2
5131	GF	54	Cat 2	54	Cat 2
	FF	56	Cat 2	56	Cat 2
5132	GF	54	Cat 2	54	Cat 2
	FF	56	Cat 2	56	Cat 2
5133	GF	54	Cat 2	54	Cat 2
	FF	56	Cat 2	56	Cat 2
5134	GF	54	Cat 2	54	Cat 2
	FF	56	Cat 2	56	Cat 2
5135	GF	54	Cat 2	54	Cat 2
	FF	55	Cat 2	55	Cat 2
5136	GF	53	Cat 2	53	Cat 2
	FF	55	Cat 2	55	Cat 2
5137	GF	52	Cat 2	52	Cat 2
	FF	54	Cat 2	54	Cat 2
5138	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5139	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5140	GF	50	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5141	GF	50	Cat 2	50	Cat 2
	FF	54	Cat 2	54	Cat 2
5142	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5143	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5144	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5145	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5146	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5147	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2



Receptor	Floor	No	o mitigation	1.8m i	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
5148	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5149	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5150	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5151	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5152	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5153	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5154	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5155	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5156	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5157	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5158	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5159	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5160	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5161	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5162	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5163	GF	52	Cat 2	52	Cat 2
	FF	54	Cat 2	54	Cat 2
5164	GF	52	Cat 2	52	Cat 2
	FF	54	Cat 2	54	Cat 2
5165	GF	52	Cat 2	52	Cat 2
	FF	54	Cat 2	54	Cat 2
5166	GF	52	Cat 2	52	Cat 2



Receptor	Floor	No	o mitigation	1.8m ı	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
	FF	54	Cat 2	54	Cat 2
5167	GF	52	Cat 2	52	Cat 2
	FF	54	Cat 2	54	Cat 2
5168	GF	52	Cat 2	52	Cat 2
	FF	54	Cat 2	54	Cat 2
5169	GF	53	Cat 2	53	Cat 2
	FF	54	Cat 2	54	Cat 2
5170	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5171	GF	52	Cat 2	52	Cat 2
	FF	54	Cat 2	54	Cat 2
5172	GF	53	Cat 2	53	Cat 2
	FF	55	Cat 2	54	Cat 2
5173	GF	52	Cat 2	52	Cat 2
	FF	55	Cat 2	55	Cat 2
5174	GF	52	Cat 2	52	Cat 2
	FF	55	Cat 2	55	Cat 2
5175	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	55	Cat 2
5176	GF	50	Cat 2	50	Cat 2
	FF	54	Cat 2	54	Cat 2
5177	GF	50	Cat 2	50	Cat 2
	FF	55	Cat 2	55	Cat 2
5178	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	55	Cat 2
5179	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	55	Cat 2
5180	GF	55	Cat 2	55	Cat 2
	FF	56	Cat 2	56	Cat 2
5181	GF	55	Cat 2	55	Cat 2
	FF	56	Cat 2	56	Cat 2
5182	GF	55	Cat 2	55	Cat 2
<u> </u>	FF	57	Cat 2	57	Cat 2
5183	GF	52	Cat 2	52	Cat 2
	FF	56	Cat 2	56	Cat 2
5184	GF	52	Cat 2	52	Cat 2
	FF	55	Cat 2	55	Cat 2



Receptor	Floor	N	o mitigation	1.8m I	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
5185	GF	52	Cat 2	52	Cat 2
	FF	55	Cat 2	55	Cat 2
5186	GF	55	Cat 2	55	Cat 2
	FF	57	Cat 2	57	Cat 2
5187	GF	52	Cat 2	52	Cat 2
	FF	56	Cat 2	56	Cat 2
5188	GF	52	Cat 2	52	Cat 2
	FF	55	Cat 2	55	Cat 2
5189	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	55	Cat 2
5190	GF	53	Cat 2	53	Cat 2
	FF	56	Cat 2	56	Cat 2
5191	GF	51	Cat 2	51	Cat 2
	FF	57	Cat 2	56	Cat 2
5192	GF	55	Cat 2	55	Cat 2
	FF	57	Cat 2	57	Cat 2
5193	GF	56	Cat 2	56	Cat 2
	FF	58	Cat 2	58	Cat 2
5194	GF	56	Cat 2	56	Cat 2
	FF	59	Cat 2	59	Cat 2
5195	GF	57	Cat 2	57	Cat 2
	FF	59	Cat 2	59	Cat 2
5196	GF	67	Cat 3	61	Cat 3
	FF	68	Cat 3	68	Cat 3
5197	GF	67	Cat 3	60	Cat 2
	FF	68	Cat 3	68	Cat 3
5198	GF	67	Cat 3	61	Cat 3
	FF	68	Cat 3	68	Cat 3
5199	GF	67	Cat 3	60	Cat 2
	FF	68	Cat 3	68	Cat 3
5200	GF	67	Cat 3	61	Cat 3
	FF	68	Cat 3	68	Cat 3
5201	GF	67	Cat 3	61	Cat 3
	FF	68	Cat 3	68	Cat 3
5202	GF	67	Cat 3	61	Cat 3
	FF	68	Cat 3	68	Cat 3
5203	GF	67	Cat 3	61	Cat 3



Receptor	Floor	N	o mitigation	1.8m I	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
	FF	68	Cat 3	68	Cat 3
5204	GF	67	Cat 3	61	Cat 3
	FF	68	Cat 3	68	Cat 3
5205	GF	67	Cat 3	61	Cat 3
	FF	68	Cat 3	68	Cat 3
5206	GF	67	Cat 3	61	Cat 3
	FF	68	Cat 3	68	Cat 3
5207	GF	67	Cat 3	60	Cat 2
	FF	68	Cat 3	68	Cat 3
5208	GF	67	Cat 3	61	Cat 3
	FF	68	Cat 3	68	Cat 3
5209	GF	67	Cat 3	61	Cat 3
	FF	68	Cat 3	68	Cat 3
5210	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	55	Cat 2
5211	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	55	Cat 2
5212	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	55	Cat 2
5213	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	55	Cat 2
5214	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	55	Cat 2
5215	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	55	Cat 2
5216	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	55	Cat 2
5217	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	55	Cat 2
5218	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	55	Cat 2
5219	GF	52	Cat 2	52	Cat 2
	FF	55	Cat 2	55	Cat 2
5220	GF	51	Cat 2	52	Cat 2
	FF	55	Cat 2	55	Cat 2
5221	GF	53	Cat 2	53	Cat 2
	FF	56	Cat 2	56	Cat 2



Receptor	Floor	No	o mitigation	1.8m ı	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
5222	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5223	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5224	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5225	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5226	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5227	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5228	GF	49	Cat 2	49	Cat 2
	FF	54	Cat 2	54	Cat 2
5229	GF	49	Cat 2	49	Cat 2
	FF	54	Cat 2	54	Cat 2
5230	GF	49	Cat 2	49	Cat 2
	FF	54	Cat 2	54	Cat 2
5231	GF	48	Cat 2	48	Cat 2
	FF	54	Cat 2	54	Cat 2
5232	GF	48	Cat 2	49	Cat 2
	FF	54	Cat 2	54	Cat 2
5233	GF	48	Cat 2	48	Cat 2
	FF	54	Cat 2	54	Cat 2
5234	GF	49	Cat 2	49	Cat 2
	FF	54	Cat 2	54	Cat 2
5235	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5236	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5237	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5238	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5239	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5240	GF	50	Cat 2	50	Cat 2



Receptor	Floor	No	mitigation	1.8m ı	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
	FF	53	Cat 2	53	Cat 2
5241	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5242	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5243	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5244	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5245	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5246	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5247	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5248	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5249	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5250	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5251	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5252	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5253	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5254	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5255	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5256	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5257	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5258	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2



Receptor	Floor	No	o mitigation	1.8m ı	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
5259	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5260	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5261	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5262	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5263	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5264	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5265	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5266	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5267	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5268	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5269	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5270	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5271	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5272	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5273	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5274	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5275	GF	49	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5276	GF	49	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5277	GF	49	Cat 2	49	Cat 2



Receptor	Floor	N	o mitigation	1.8m ı	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
	FF	53	Cat 2	53	Cat 2
5278	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5279	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5280	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5281	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5282	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5283	GF	50	Cat 2	50	Cat 2
	FF	52	Cat 2	52	Cat 2
5284	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5285	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5286	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5287	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5288	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5289	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5290	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5291	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5292	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5293	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5294	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5295	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2



Receptor	Floor	No	o mitigation	1.8m i	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
5296	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5297	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5298	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5299	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5300	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5301	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5302	GF	52	Cat 2	52	Cat 2
	FF	53	Cat 2	53	Cat 2
5303	GF	52	Cat 2	52	Cat 2
	FF	53	Cat 2	53	Cat 2
5304	GF	52	Cat 2	52	Cat 2
	FF	54	Cat 2	54	Cat 2
5305	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5306	GF	48	Cat 2	48	Cat 2
	FF	53	Cat 2	53	Cat 2
5307	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5308	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5309	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5310	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5311	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5312	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5313	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5314	GF	48	Cat 2	48	Cat 2



Receptor	Floor	No	mitigation	1.8m r	oise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
	FF	52	Cat 2	52	Cat 2
5315	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5316	GF	50	Cat 2	50	Cat 2
	FF	52	Cat 2	52	Cat 2
5317	GF	50	Cat 2	50	Cat 2
	FF	52	Cat 2	52	Cat 2
5318	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5319	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5320	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5321	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5322	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5323	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5324	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5325	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5326	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5327	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5328	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5329	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5330	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5331	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5332	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2



Receptor	Floor	No	o mitigation	1.8m ı	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
5333	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5334	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5335	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5336	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5337	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5338	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5339	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5340	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5341	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5342	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5343	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5344	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5345	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5346	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5347	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5348	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5349	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5350	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5351	GF	48	Cat 2	48	Cat 2



Receptor	Floor	No	o mitigation	1.8m ı	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
	FF	52	Cat 2	52	Cat 2
5352	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5353	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5354	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5355	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5356	GF	48	Cat 2	48	Cat 2
	FF	52	Cat 2	52	Cat 2
5357	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5358	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5359	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5360	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5361	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5362	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5363	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5364	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5365	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5366	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	52	Cat 2
5367	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5368	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5369	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2



Receptor	Floor	No	o mitigation	1.8m ı	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
5370	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5371	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5372	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5373	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5374	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5375	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5376	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5377	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5378	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5379	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5380	GF	48	Cat 2	48	Cat 2
	FF	53	Cat 2	53	Cat 2
5381	GF	48	Cat 2	48	Cat 2
	FF	53	Cat 2	53	Cat 2
5382	GF	48	Cat 2	48	Cat 2
	FF	53	Cat 2	53	Cat 2
5383	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5384	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5385	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5386	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5387	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5388	GF	50	Cat 2	50	Cat 2



Receptor	Floor	No	o mitigation	1.8m ı	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
	FF	53	Cat 2	53	Cat 2
5389	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5390	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5391	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5392	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5393	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5394	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5395	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5396	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5397	GF	51	Cat 2	52	Cat 2
	FF	53	Cat 2	53	Cat 2
5398	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5399	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5400	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5401	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5402	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5403	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5404	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5405	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5406	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2



Receptor	Floor	No	o mitigation	1.8m i	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
5407	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5408	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5409	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5410	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5411	GF	52	Cat 2	52	Cat 2
	FF	53	Cat 2	53	Cat 2
5412	GF	52	Cat 2	52	Cat 2
	FF	53	Cat 2	53	Cat 2
5413	GF	52	Cat 2	52	Cat 2
	FF	54	Cat 2	53	Cat 2
5414	GF	52	Cat 2	52	Cat 2
	FF	54	Cat 2	53	Cat 2
5415	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5416	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5417	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5418	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5419	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5420	GF	52	Cat 2	52	Cat 2
	FF	53	Cat 2	53	Cat 2
5421	GF	53	Cat 2	53	Cat 2
	FF	54	Cat 2	54	Cat 2
5422	GF	53	Cat 2	53	Cat 2
	FF	54	Cat 2	54	Cat 2
5423	GF	52	Cat 2	52	Cat 2
	FF	53	Cat 2	53	Cat 2
5424	GF	52	Cat 2	52	Cat 2
	FF	53	Cat 2	53	Cat 2
5425	GF	52	Cat 2	52	Cat 2



Receptor	Floor	No	o mitigation	1.8m ı	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
	FF	53	Cat 2	53	Cat 2
5426	GF	52	Cat 2	52	Cat 2
	FF	53	Cat 2	53	Cat 2
5427	GF	52	Cat 2	52	Cat 2
	FF	53	Cat 2	53	Cat 2
5428	GF	52	Cat 2	52	Cat 2
	FF	53	Cat 2	53	Cat 2
5429	GF	52	Cat 2	52	Cat 2
	FF	53	Cat 2	53	Cat 2
5430	GF	52	Cat 2	52	Cat 2
	FF	53	Cat 2	53	Cat 2
5431	GF	52	Cat 2	52	Cat 2
	FF	53	Cat 2	53	Cat 2
5432	GF	52	Cat 2	52	Cat 2
	FF	53	Cat 2	53	Cat 2
5433	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5434	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5435	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5437	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5438	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5439	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5440	GF	52	Cat 2	52	Cat 2
	FF	53	Cat 2	53	Cat 2
5441	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5442	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5443	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5444	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2



Receptor	Floor	No	o mitigation	1.8m i	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
5445	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5446	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5447	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	52	Cat 2
5448	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5449	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5450	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5451	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5452	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5453	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5454	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5455	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5456	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5457	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5458	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5459	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5460	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5461	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5462	GF	49	Cat 2	49	Cat 2
	FF	52	Cat 2	52	Cat 2
5463	GF	49	Cat 2	49	Cat 2



Receptor	Floor	No	o mitigation	1.8m ı	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
	FF	52	Cat 2	52	Cat 2
5464	GF	50	Cat 2	50	Cat 2
	FF	52	Cat 2	52	Cat 2
5465	GF	50	Cat 2	50	Cat 2
	FF	52	Cat 2	52	Cat 2
5466	GF	50	Cat 2	50	Cat 2
	FF	52	Cat 2	52	Cat 2
5467	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	52	Cat 2
5468	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5469	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5470	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5471	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5472	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5473	GF	50	Cat 2	50	Cat 2
	FF	54	Cat 2	54	Cat 2
5474	GF	50	Cat 2	50	Cat 2
	FF	54	Cat 2	54	Cat 2
5475	GF	50	Cat 2	50	Cat 2
	FF	54	Cat 2	54	Cat 2
5476	GF	53	Cat 2	53	Cat 2
	FF	54	Cat 2	54	Cat 2
5477	GF	54	Cat 2	54	Cat 2
	FF	55	Cat 2	55	Cat 2
5478	GF	53	Cat 2	53	Cat 2
	FF	55	Cat 2	55	Cat 2
5479	GF	52	Cat 2	52	Cat 2
	FF	54	Cat 2	54	Cat 2
5480	GF	51	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5481	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2



Receptor	Floor	No	o mitigation	1.8m i	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
5482	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5483	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5484	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5485	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5486	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5487	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5488	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5489	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5490	GF	50	Cat 2	50	Cat 2
	FF	54	Cat 2	54	Cat 2
5491	GF	50	Cat 2	50	Cat 2
	FF	54	Cat 2	54	Cat 2
5492	GF	50	Cat 2	50	Cat 2
	FF	54	Cat 2	54	Cat 2
5493	GF	50	Cat 2	50	Cat 2
	FF	54	Cat 2	54	Cat 2
5494	GF	49	Cat 2	49	Cat 2
	FF	54	Cat 2	54	Cat 2
5495	GF	49	Cat 2	49	Cat 2
	FF	54	Cat 2	54	Cat 2
5496	GF	49	Cat 2	49	Cat 2
	FF	54	Cat 2	54	Cat 2
5497	GF	49	Cat 2	49	Cat 2
	FF	54	Cat 2	54	Cat 2
5498	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	55	Cat 2
5499	GF	52	Cat 2	52	Cat 2
	FF	56	Cat 2	56	Cat 2
5500	GF	52	Cat 2	52	Cat 2



Receptor	Floor	No	o mitigation	1.8m ı	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
	FF	56	Cat 2	56	Cat 2
5501	GF	52	Cat 2	52	Cat 2
	FF	56	Cat 2	56	Cat 2
5502	GF	52	Cat 2	52	Cat 2
	FF	56	Cat 2	55	Cat 2
5503	GF	52	Cat 2	52	Cat 2
	FF	56	Cat 2	55	Cat 2
5504	GF	52	Cat 2	52	Cat 2
	FF	56	Cat 2	55	Cat 2
5505	GF	52	Cat 2	52	Cat 2
	FF	56	Cat 2	55	Cat 2
5506	GF	52	Cat 2	52	Cat 2
	FF	56	Cat 2	55	Cat 2
5507	GF	52	Cat 2	52	Cat 2
	FF	56	Cat 2	56	Cat 2
5508	GF	55	Cat 2	52	Cat 2
	FF	56	Cat 2	56	Cat 2
5509	GF	56	Cat 2	52	Cat 2
	FF	57	Cat 2	57	Cat 2
5510	GF	57	Cat 2	53	Cat 2
	FF	58	Cat 2	58	Cat 2
5511	GF	58	Cat 2	53	Cat 2
	FF	59	Cat 2	59	Cat 2
5512	GF	60	Cat 3	55	Cat 2
	FF	62	Cat 3	62	Cat 3
5513	GF	64	Cat 3	58	Cat 2
	FF	66	Cat 3	66	Cat 3
5514	GF	66	Cat 3	56	Cat 2
	FF	68	Cat 3	68	Cat 3
5515	GF	67	Cat 3	57	Cat 2
	FF	68	Cat 3	68	Cat 3
5516	GF	67	Cat 3	58	Cat 2
	FF	68	Cat 3	68	Cat 3
5517	GF	67	Cat 3	58	Cat 2
	FF	68	Cat 3	68	Cat 3
5518	GF	67	Cat 3	58	Cat 2
	FF	68	Cat 3	68	Cat 3



Receptor	Floor	No	o mitigation	1.8m i	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
5519	GF	67	Cat 3	58	Cat 2
	FF	68	Cat 3	68	Cat 3
5520	GF	67	Cat 3	58	Cat 2
	FF	68	Cat 3	68	Cat 3
5521	GF	67	Cat 3	58	Cat 2
	FF	68	Cat 3	68	Cat 3
5522	GF	67	Cat 3	57	Cat 2
	FF	68	Cat 3	68	Cat 3
5523	GF	67	Cat 3	57	Cat 2
	FF	68	Cat 3	68	Cat 3
5524	GF	67	Cat 3	56	Cat 2
	FF	68	Cat 3	68	Cat 3
5525	GF	66	Cat 3	54	Cat 2
	FF	68	Cat 3	68	Cat 3
5526	GF	66	Cat 3	54	Cat 2
	FF	68	Cat 3	68	Cat 3
5527	GF	63	Cat 3	53	Cat 2
	FF	68	Cat 3	68	Cat 3
5528	GF	61	Cat 3	53	Cat 2
	FF	68	Cat 3	67	Cat 3
5529	GF	58	Cat 2	52	Cat 2
	FF	67	Cat 3	67	Cat 3
5530	GF	56	Cat 2	52	Cat 2
	FF	67	Cat 3	65	Cat 3
5531	GF	56	Cat 2	52	Cat 2
	FF	67	Cat 3	63	Cat 3
5532	GF	56	Cat 2	52	Cat 2
	FF	67	Cat 3	63	Cat 3
5533	GF	56	Cat 2	52	Cat 2
	FF	67	Cat 3	63	Cat 3
5534	GF	57	Cat 2	53	Cat 2
	FF	66	Cat 3	65	Cat 3
5535	GF	59	Cat 2	53	Cat 2
	FF	66	Cat 3	66	Cat 3
5536	GF	64	Cat 3	54	Cat 2
ļ	FF	67	Cat 3	67	Cat 3
5537	GF	66	Cat 3	57	Cat 2



Receptor	Floor	N	o mitigation	1.8m I	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
	FF	67	Cat 3	67	Cat 3
5538	GF	67	Cat 3	66	Cat 3
	FF	68	Cat 3	68	Cat 3
5539	GF	68	Cat 3	64	Cat 3
	FF	69	Cat 3	69	Cat 3
5540	GF	67	Cat 3	60	Cat 2
	FF	68	Cat 3	68	Cat 3
5541	GF	67	Cat 3	60	Cat 3
	FF	67	Cat 3	68	Cat 3
5542	GF	67	Cat 3	60	Cat 3
	FF	67	Cat 3	68	Cat 3
5543	GF	67	Cat 3	61	Cat 3
	FF	68	Cat 3	68	Cat 3
5544	GF	67	Cat 3	61	Cat 3
	FF	68	Cat 3	68	Cat 3
5545	GF	67	Cat 3	61	Cat 3
	FF	68	Cat 3	68	Cat 3
5546	GF	67	Cat 3	61	Cat 3
	FF	68	Cat 3	68	Cat 3
5547	GF	66	Cat 3	61	Cat 3
	FF	67	Cat 3	67	Cat 3
5548	GF	66	Cat 3	60	Cat 2
	FF	67	Cat 3	67	Cat 3
5549	GF	66	Cat 3	60	Cat 2
	FF	67	Cat 3	67	Cat 3
5550	GF	67	Cat 3	58	Cat 2
	FF	67	Cat 3	67	Cat 3
5551	GF	53	Cat 2	53	Cat 2
	FF	55	Cat 2	55	Cat 2
5552	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	55	Cat 2
5553	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5554	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5555	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2



Receptor	Floor	N	o mitigation	1.8m ı	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
5556	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5557	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5558	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5559	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5560	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	54	Cat 2
5561	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	55	Cat 2
5562	GF	52	Cat 2	51	Cat 2
	FF	56	Cat 2	55	Cat 2
5563	GF	53	Cat 2	52	Cat 2
	FF	58	Cat 2	56	Cat 2
5564	GF	52	Cat 2	52	Cat 2
	FF	56	Cat 2	55	Cat 2
5565	GF	52	Cat 2	52	Cat 2
	FF	55	Cat 2	55	Cat 2
5566	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	54	Cat 2
5567	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5568	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5569	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5570	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5571	GF	50	Cat 2	50	Cat 2
	FF	54	Cat 2	54	Cat 2
5572	GF	50	Cat 2	50	Cat 2
	FF	54	Cat 2	54	Cat 2
5573	GF	49	Cat 2	49	Cat 2
	FF	54	Cat 2	54	Cat 2
5574	GF	52	Cat 2	52	Cat 2



Receptor	Floor	No	o mitigation	1.8m i	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
	FF	55	Cat 2	55	Cat 2
5575	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2
5576	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5577	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5578	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5579	GF	50	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5580	GF	50	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5581	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5582	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5583	GF	50	Cat 2	50	Cat 2
	FF	54	Cat 2	53	Cat 2
5584	GF	50	Cat 2	50	Cat 2
	FF	54	Cat 2	54	Cat 2
5585	GF	51	Cat 2	50	Cat 2
	FF	55	Cat 2	54	Cat 2
5586	GF	53	Cat 2	52	Cat 2
	FF	56	Cat 2	55	Cat 2
5587	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	55	Cat 2
5588	GF	51	Cat 2	51	Cat 2
	FF	55	Cat 2	54	Cat 2
5589	GF	51	Cat 2	51	Cat 2
	FF	54	Cat 2	54	Cat 2
5590	GF	51	Cat 2	50	Cat 2
	FF	54	Cat 2	54	Cat 2
5591	GF	50	Cat 2	50	Cat 2
	FF	54	Cat 2	54	Cat 2
5592	GF	50	Cat 2	49	Cat 2
	FF	54	Cat 2	53	Cat 2



Receptor	Floor	No mitigation		1.8m ı	noise barriers
		L <sub>Aeq,1hr</sub> dBA	AS 3671	L <sub>Aeq,1hr</sub> dBA	AS 3671
5593	GF	50	Cat 2	50	Cat 2
	FF	53	Cat 2	53	Cat 2
5594	GF	49	Cat 2	49	Cat 2
	FF	53	Cat 2	53	Cat 2
5595	GF	51	Cat 2	51	Cat 2
	FF	53	Cat 2	53	Cat 2



## Appendix D Reference Noise Barrier Designs

## **Ripley Valley Providence, Stage ROL1**

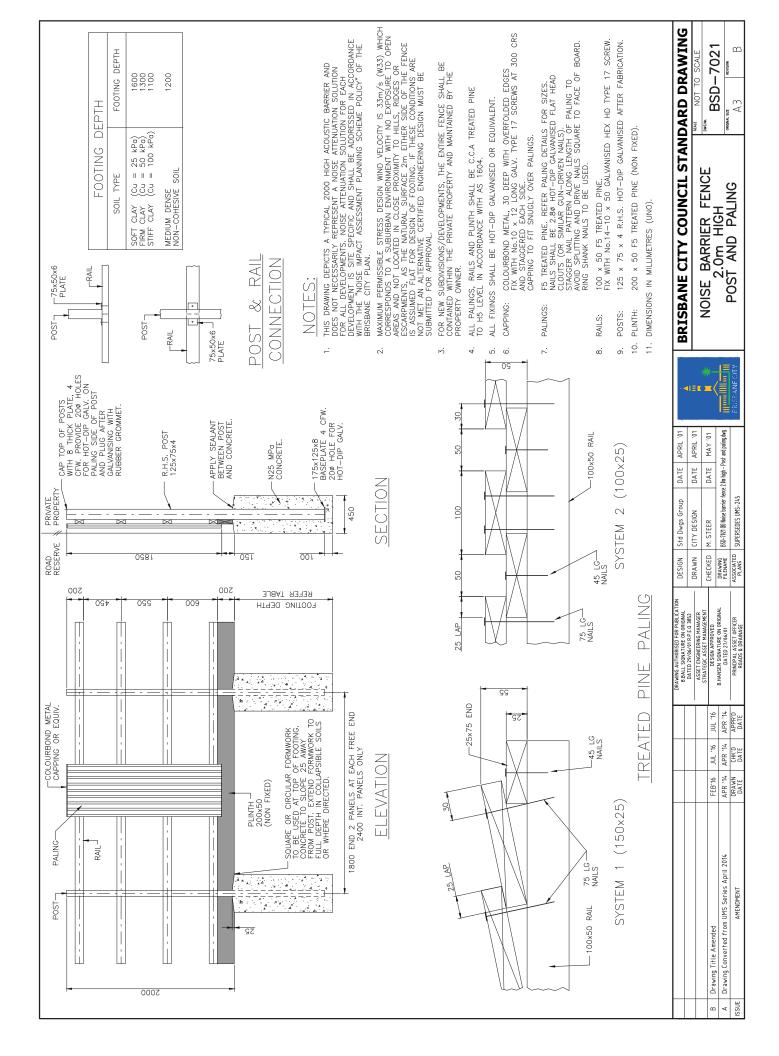
### **Road Traffic Noise Assessment**

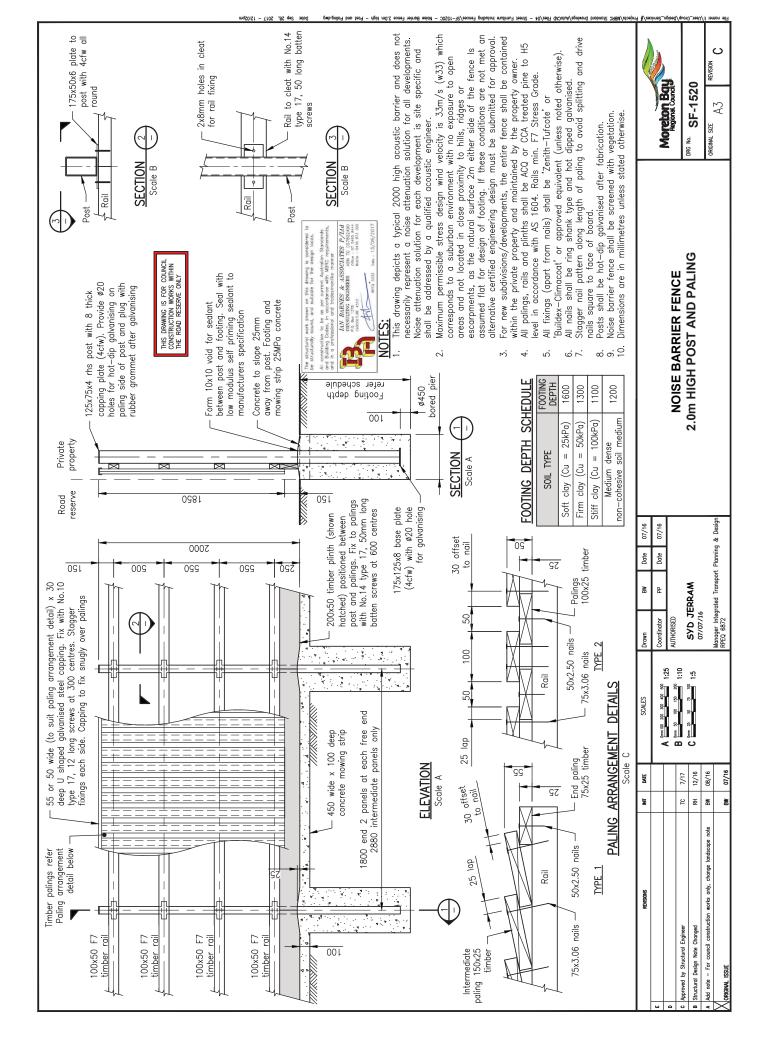
### Stockland Developments Pty Ltd

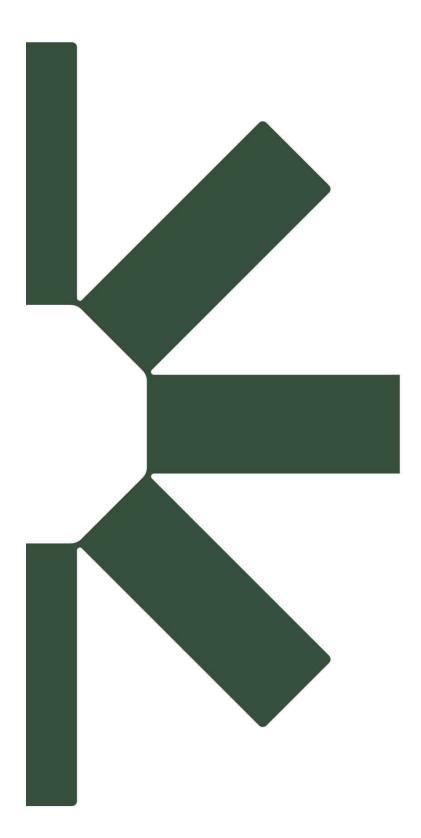
SLR Project No.: 620.30811.00300

4 December 2023









Making Sustainability Happen



#### **BUSHFIRE MANAGEMENT PLAN**

Initial:....



# **Bushfire management plan**

Providence East Context Land Use Plan | Queensland Prepared for Stockland Development Pty Limited | 28 April 2023

> Land and Environment Consultants Pty Ltd Suite 5, 66 Bay Terrace Wynnum Queensland 4178 T: 07 2112 5692 E: info@landeconsultants.com.au

# **Bushfire management plan**

#### Final V1

Report 21130 Stockland Development Pty Limited 28 April 2023

Approved by	Robert Janssen
Position	Managing principal
Signature	R. Janssen.
Date	28 April 2023

This report has been prepared in accordance with the brief provided by the client and has relied upon the information collected at or under the times and conditions specified in the report. All findings, conclusions or recommendations contained in the report are based on the aforementioned circumstances. The report is for the use of the client and no responsibility will be taken for its use by other parties. The client may, at its discretion, use the report to inform regulators and the public.

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#### Document control

Version	Date	Prepared by	Reviewed by
Draft	19 August 2022	C. Turner	R. Janssen
Final	28 September 2022	R. Janssen	LEC
Final V1	28 April 2023	C. Turner	R. Janssen



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#### Appendix

Appendix 1 Proposed context plan

Appendix 2 SPP bushfire prone area map

Appendix 3 Radiant heat exposure assessment

Appendix 4 SPP bushfire prone area overlay code assessment

#### Disclaimer

Notwithstanding the precautions adopted in this report, it should always be remembered that bushfires burn under a range of conditions. An element of risk, no matter how small always remains, and although AS 3959-2018 is designed to improve the performance of such buildings, there can be no guarantee, because of the variable nature of bushfires, that any building will withstand bushfire attack on every occasion.

It should be noted that upon lodgement of a development proposal, State Government, council and/or the fire service may recommend additional construction requirements.

Although every care has been taken in the preparation of this report, Land and Environment Consultants Pty Ltd accept no responsibility resulting from the use of the information in this report.

## 1 Introduction

Land and Environment Consultants Pty Ltd (**LEC**) was engaged to prepare a bushfire management plan (**BMP**) for the Providence East Context Land Use Plan (**context plan**) over 7006 Barrams Road, South Ripley and 233-299 Barrams Road, 244 Bayliss Road, 2-72 and 132 Cumner Road, White Rock (**the site**), properly described as lot 110/SP317774, lot 111/SP169001, lot 112/M3174, lot 190/S31349 and part of lot 7053/SP313706.

A development application was made over the site for a material change of use (context plan and plan of development) and reconfiguration of a lot (Providence East ROL 1) under the *Ripley Urban Development Area – Development Scheme* (October 2011) – Ipswich City Council (**Council**) reference 9/2022/PDA (**9/2022/PDA**).

The site is identified as a bushfire hazard area by the Ipswich Planning Scheme 2006 Bushfire risk area OV1 map and the more recently prepared Queensland State Planning Policy (**SPP**) Bushfire prone area map (**SPP bushfire prone area map**). Therefore, under the Ripley Urban Development Area – Development Scheme (October 2011), the context plan is subject to compliance with the Ipswich Planning Scheme 2006 Part 11 – Overlays, Division 4 – Development Constraints Overlays – Bushfire risk areas overlay code.

Although not referred to by the *Ripley Urban Development Area – Development Scheme* (October 2011), the SPP *Bushfire prone area overlay code* (**SPP bushfire prone area overlay code**) in the *Natural Hazards, Risk and Resilience – State Planning Policy State Interest guidance material* (DSDMIP 2019) (**SPP guidance material – bushfire**) is considered more relevant to the context plan given that it reflects the current assessment benchmarks for development within a bushfire prone area.

This BMP has been prepared specifically for the context plan component of development application 9/2022/PDA. A separate BMP has been prepared for the reconfiguration of a lot component of development application 9/2022/PDA.

This BMP has been prepared in accordance with *Bushfire Resilient Communities Technical Reference Guide for the State Planning Policy State Interest 'Natural Hazards, Risk and Resilience - Bushfire'* (QFES 2019a) (**Bushfire resilient communities**) which was prepared by the Queensland Fire and Emergency Services (**QFES**) to provide technical guidance for the implementation of the SPP guidance material – bushfire. It documents the site-specific bushfire hazard assessment and demonstrates how the context plan will comply with the SPP bushfire prone area overlay code. It includes:

- an introduction (this section) and description of methods and information resources used for the preparation of this BMP;
- description of the site and the context plan;
- site-specific bushfire hazard assessment;
- identification of bushfire hazards associated with the site and the context plan;
- radiant heat exposure assessment;
- a preliminary plan for mitigating bushfire hazards; and
- assessment of the context plan against the SPP bushfire prone area overlay code.

## 1.1 Method

To meet requirements of Bushfire resilient communities, the following steps were undertaken:

- review of the SPP bushfire prone area map in the SPP interactive mapping system (DILGP 2021) and the Queensland regional ecosystem (RE) map, vegetation hazard class (VHC) map, severe fire weather map and fire history map in the QFES online mapping system (QFES 2022) (Catalyst);
- inspection of the site to determine vegetation characteristics, current land management practices, slope and evidence of previous fires;
- site-specific bushfire hazard assessment in accordance with the method in Bushfire resilient communities;
- radiant heat exposure assessment using the Fire Protection Association of Australia BAL calculator V4.9 (BAL calculator) which models the 'method 2' bushfire attack level (BAL) assessment procedure in the Australian Standard (AS 3959-2018) Construction of buildings in bushfire prone areas; and
- assessment of the context plan against the SPP bushfire prone area overlay code.

Aerial imagery of the site was accessed online from Google Earth to assist in validating observations and measurements made during the site assessment.

## 1.2 Suitably qualified person

This BMP was technically reviewed and approved by Robert Janssen who is a suitably qualified and experienced bushfire management consultant.

Robert is the managing principal at LEC and has over 20 years of experience in bushfire planning and operations. He has prepared BMPs for residential, commercial and industrial property developments, utilities, government facilities and conservation estates.

Robert's formal qualifications as an environmental scientist and consulting experience are coupled with 10 years of experience as a nationally accredited fire-fighter with the national parks and wildlife service in New South Wales and Queensland.

# 2 Description of the site and the context plan

This chapter provides a description of the site and the context plan.

#### 2.1 Site description

The location of the site is shown in Figure 2.1. It is 212.5 hectares (**ha**), has road frontage to Barrams Road, Bayliss Road and Cumner Road and access to mains water.

The site has been used for cattle grazing and the area north of Bayliss Road is mostly cleared of bushland vegetation. The part of the site south of Bayliss Road is partially cleared of bushland vegetation. However, the steep slopes in the most southern part of the site have bushland vegetation.

There are numerous natural drainage gullies within the site which will used for stormwater management and rehabilitated to provide open space corridors under the context plan.

Some of the land adjacent to the northern and eastern boundaries of the site is subject to approved development applications for context plans and residential subdivisions, ie approved context plan over land to the east – Council reference 4079/2017/MAPDA/B (4079/2017/MAPDA/B) and approved residential subdivision over land to the north - Council reference number 6226/2018/PDA (6226/2018/PDA). These developments are already under construction and will result in the reduction of bushfire hazard areas adjoining the site. It is considered appropriate that this BMP considers the post development state of vegetation in these adjacent development areas.

## 2.2 Context plan

The context plan is provided in Appendix 1 and shows the proposed layout of development precincts, feeder roads and open space corridors.

Open space corridors are mostly aligned with natural drainage gullies and are identified in the context plan as stormwater management and local linear parks. These areas will be developed in accordance with the *Providence East - Open Space Infrastructure Master Plan* (CUSP 2023). The stormwater management areas will be mostly rehabilitated with species from the pre-clearing RE mapping of the area. Local linear parks will include a multi-use pathway and extensive areas of turf, which will be maintained in perpetuity, and will not be a bushfire hazard area in the post development landform.

The bushland vegetation on the steep slopes in the most southern part of the site will be retained as an open space conservation area. In most situations, linear parks or esplanade roads will be used to separate residential lots from this open space conservation area.

The recreation parks, ie neighbourhood, sports and local parks, will be landscaped areas where vegetation and facilities are maintained and will not be a bushfire hazard area in the post development landform.

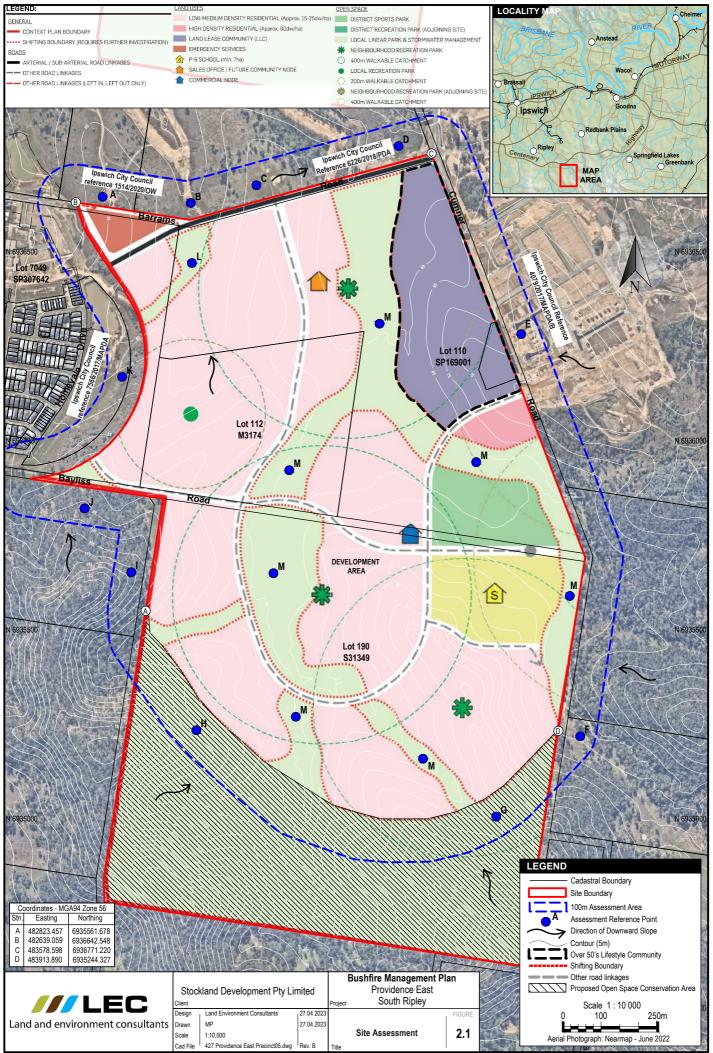
There will be three points of vehicle access and egress for the site which are located on the northern, eastern and western boundaries of the site, ie away from the large continuous area of bushland vegetation in the southern part of the site.

Future development within the site will be connected to mains water and a reticulated hydrant system will be installed in the new road reserves.

## 2.3 SPP bushfire prone area map

The SPP bushfire prone area map for the site is provided in Appendix 2. Verification of the bushfire prone areas shown in the SPP bushfire prone area map is provided via the bushfire hazard assessment in Chapter 3.

Please note, the terms 'bushfire prone area' and 'bushfire hazard area' have the same meaning and are interchanged throughout this report. Both terms mean an area of vegetation which is determined to have a potential bushfire intensity  $\geq$  4,000 kilowatts/metre (kW/m) and the land within 100 m of this vegetation.



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# 3 Bushfire hazard assessment

This chapter provides details of the desktop review, site-inspection and site-specific bushfire hazard assessment.

#### 3.1 Severe fire weather

The severe fire weather map in Catalyst indicates the 5 % annual exceedance probability forest fire danger index (**FFDI**) for the site is 57-58. The FFDI value of 58 has been used for the potential bushfire intensity calculations in Section 3.5 and the radiant heat exposure assessment in Section 5.8.

#### 3.2 Fire history

Fire history data in Catalyst indicates that a fire has occurred within the site during the past 10 years. In addition, a fire came to within 1 kilometre (**km**) of the southern boundary of the site during this time. This fire burnt a large area of bushland vegetation to the south and east of the site.

#### 3.3 Site assessment

LEC inspected the site and some adjoining areas on 22 February 2022. Observations were recorded about current land use and management, vegetation characteristics, the slope of land and evidence of previous fires.

The locations of assessment reference points are shown in Figure 2.1. Table 3.1 provides a summary of observations from the site inspection and notes about the bushfire hazard assessment of assessment reference points. Examples of woodland and open forest vegetation communities which were observed are shown in Photographs 3.1-3.3.

Assessment reference point	Catalyst VHC	Ground truthed VHC	Notes
A	VHC 41.4 Discontinuous low grass or tree cover ( <b>VHC 41.4</b> )	Not applicable	Assessment reference point A will be residential lots under 6626/2018/PDA and as shown in the development application identified by Council as 1514/2020/OW. Therefore, assessment reference point A has been assessed as VHC 42.6 <i>Nil to very</i> <i>low vegetation cover</i> (VHC 42.6) in the potential bushfire intensity calculations in Section 3.5.
В	VHC 41.4	Not applicable	Assessment reference point B will become a narrow open space corridor for stormwater management under 6626/2018/PDA.
			The open space corridor was assessed by Council as a non-bushfire hazard class for 6626/2018/PDA.
С	VHC 41.4	Not applicable	Assessment reference point C will be residential lots, ie VHC 42.6, under 6626/2018/PDA. Therefore, this area has been assessed as VHC 42.6 in the potential bushfire intensity calculations in Section 3.5.
D	VHC 41.4	Not applicable	Assessment reference point D will be open space for stormwater management under

#### Table 3.1 Site observations

Assessment reference point	Catalyst VHC	Ground truthed VHC	Notes
point			6226/2018/PDA. It will be rehabilitated with species from the pre-clearing RE mapping of the area and will correlate with VHC 16.2 <i>Eucalyptus dominated</i> <i>woodlands on drainage lines and alluvial</i> <i>plains</i> (VHC 16.2) when it reaches a mature state. Therefore, this area has been assessed as VHC 16.2 in the potential bushfire intensity calculations in Section 3.5.
E	VHC 13.2 Dry to moist eucalypt woodlands on undulating metamorphics and granite ( <b>VHC 13.2</b> ), VHC 40.4 and VHC 41.4	Not applicable	Assessment reference point E will be residential lots, ie VHC 42.6, under 4079/2017/MAPDA/B. Therefore, this area has been assessed as VHC 42.6 in the potential bushfire intensity calculations in Section 3.5.
F	VHC 13.2	Not applicable	Assessment reference point F will be residential lots, ie VHC 42.6, under 4079/2017/MAPDA/B. Therefore, this area has been assessed as VHC 42.6 in the potential bushfire intensity calculations in Section 3.5.
G	VHC 13.2 and VHC 40.4	VHC 13.2	A large continuous area of VHC 13.2 in the southern part of the site which will be retained as an open space conservation area under the context plan.
Н	VHC 10.1 Spotted gum dominated open forests (VHC 10.1), VHC 40.4 Continuous low grass or tree cover (VHC 40.4) and VHC 41.4	VHC 10.1	A large continuous area of VHC 10.1 in the southern part of the site which will be retained as an open space conservation area under the context plan.
I	VHC 10.1 and VHC 13.2	VHC 10.1 and VHC 13.2	A large continuous area of forest vegetation which is dominated by VHC 10.1. This area is assessed separately from assessment reference point J because it is located on an upslope from the site, whereas assessment reference point J is located on a downslope from the site.
J	VHC 10.1 and VHC 13.2	VHC 10.1 and VHC 13.2	A large continuous area of forest vegetation which is dominated by VHC 10.1.
К	VHC 41.4	Not applicable	Assessment reference point K will be a district recreation park and will correlate with VHC 41.4 under 7566/2017/MAPDA. Therefore, this area has been assessed as VHC 41.4 in the potential bushfire intensity calculations in Section 3.5.
L	VHC 41.4	Not applicable	Assessment reference point L will become a small patch of open space for stormwater management under the proposed development.

Assessment reference point	Catalyst VHC	Ground truthed VHC	Notes
		The open space will be rehabilitated with a range of species from the pre-clearing RE mapping of the area and will correlate with a small patch of VHC 13.2 when it reaches a mature state.	
			The small patch will be 1-2 ha, will adjoin developed land with discontinuous bushfire fuels and will be > 100 m from any continuous patches of vegetation > 2 ha. As a result, it has been assessed against the small patch and narrow corridor mapping rules in Bushfire resilient communities which is explained in Section 3.4.
Μ	VHC 16.2, VHC 40.4 and VHC 41.4	Not applicable	The areas identified as assessment reference point M will become open space for stormwater management under the context plan. They will be rehabilitated with species from the pre-clearing RE mapping of the area and will correlate with VHC 16.2 when the rehabilitation reaches a mature state. Therefore, the areas identified as assessment reference point M have been assessed as VHC 16.2 in the potential bushfire intensity calculations in Section 3.5.



Photograph 3.1 VHC 10.1



Photograph 3.2 VHC 13.2



Photograph 3.3 VHC 16.2

#### 3.4 Small patch and narrow corridor mapping rules

The small patch of VHC 13.2 at assessment reference point L was assessed against the small patch and narrow corridor mapping rules in Section 4.2.6 of Bushfire resilient communities which 'reflect the likelihood of lower fireline intensities in smaller vegetation patches and narrow vegetation corridors'.

Once the site and adjoining land to the north is developed, the small patch of VHC 13.2 at assessment reference point L will be 1-2 ha, will adjoin areas of VHC 42.6 which have discontinuous bushfire fuels and will be > 100 m from any continuous patches of vegetation > 2 ha. As a result, it meets the criteria for the 'potential fuel load downgrade for 1-2 ha patches' in Bushfire resilient communities.

Bushfire resilient communities recognises that small patches of vegetation which meet the criteria for the potential fuel load downgrade for 1-2 ha patches are less likely to ignite due to their disconnection with large bushland areas that can carry a full intensity running fire front. Therefore, if a small patch of vegetation is ignited it will likely be from a point ignition which requires both distance and area to develop into a running fire front of considerable hazard. On this basis, if a fire front did emerge from the small patch of VHC 13.2 at assessment reference point L, it would be narrow in width and significantly less in intensity than a fire front which has had sufficient time and area to develop.

The potential fuel load downgrade for 1-2 ha patches reduces the potential fuel load of the small patch of VHC 13.2 at assessment reference point L by 66 %, ie 66 % of 14.4 tonnes/ha (**t/ha**) which is the potential fuel load for VHC 13.2 in Bushfire resilient communities. Therefore, the potential fuel load used to calculate the potential bushfire intensity of assessment reference point L in Section 3.5 is 4.9 t/ha.

## 3.5 Potential bushfire intensity calculations

The potential bushfire intensity of assessment reference points was determined using the Queensland Public Safety Business Agency *Potential Bushfire Intensity Calculator* (version November 2014) which is an Excel spreadsheet calculator that models the site-specific bushfire hazard assessment method in Bushfire resilient communities.

Bushfire resilient communities defines bushfire hazard classes as follows:

- very high potential bushfire intensity > 40,000 kW/m;
- high potential bushfire intensity 20,000-40,000 kW/m;
- medium potential bushfire intensity 4,000-20,000 kW/m; and
- non bushfire hazard potential bushfire intensity <4,000 kW/m.

Results of potential bushfire intensity calculations which determine the bushfire hazard class of assessment reference points shown in Figure 2.1 are presented in Table 3.2.

Assessment reference point	Post development VHC	Potential fuel load (t/ha) <sup>1</sup>	Slope (°) <sup>2</sup>	Potential bushfire intensity (kW/m)	Bushfire hazard class
А	VHC 42.6	2	0	144	Non-bushfire hazard class
В	VHC 13.2	-	-	< 4,000 <sup>3</sup>	Non-bushfire hazard class
С	VHC 42.6	2	0	144	Non-bushfire hazard class
D	VHC 16.2	11.6	0	4,756	Medium
E	VHC 42.6	2	0	144	Non-bushfire hazard class
F	VHC 42.6	2	0	144	Non-bushfire hazard class
G	VHC 13.2	14.4	7	12,087	Medium
н	VHC 10.1	20.8	6	23,537	High
I	VHC 10.1	20.8	4	20,503	High
J	VHC 10.1	20.8	4	20,503	High
К	VHC 41.4	3	0	324	Non-bushfire hazard class
L	VHC 13.2	4.94	0	1,150	Non-bushfire hazard class
Μ	VHC 16.2	11.6	0	4,756	Medium

#### **Table 3.2 Potential bushfire intensity**

Notes 1 Potential fuel load taken from Bushfire resilient communities.

2 Slope defaults to 0° for VHC 41.4 and VHC 42.6 which have discontinuous bushfire fuels.

3 Council previously assessed this vegetation as a non-bushfire hazard class for development application 6626/2018/PDA.

4 The potential fuel load of VHC 13.2 has been reduced by 66% as explained in Section 3.4.

#### 3.6 Bushfire hazard areas

Results of the potential bushfire intensity calculations determined that the site is within a bushfire hazard area. Therefore, the development application for the context plan is subject to compliance with the SPP bushfire prone area overlay code.

# 4 Bushfire hazards associated with the site

This chapter identifies bushfire hazards associated with the site.

#### 4.1 Fire danger season

The fire danger season in South-east Queensland starts in August, peaks in September and begins to fall in November, but will remain elevated until consistent summer rainfall occurs. Typically, the worst fire weather conditions will be experienced during the fire danger season when the wind direction is from the north or west.

An FFDI of 58 will be associated with hot, dry and windy conditions. If a bushfire starts and takes hold under these conditions, it will be difficult to control and fast moving in large areas of bushland vegetation.

#### 4.2 Fire history

As discussed in Section 3.2, fire history data indicates one fire occurred within the site and one fire came to within 1 km of the southern boundary of the site during the past 10 years. Based on the fire history, it is considered possible that the southern part of the site, ie the open space conservation area, could be subject to fire in the future.

#### 4.3 Potential directions of fire attack

Bushfire attack on the site is possible from assessment reference points D, G, H, I, J and M shown in Figure 2.1, where hazardous vegetation occurs or will be established in the post development landform. These bushfire attack scenarios are further assessed in Section 5.8.

#### 4.4 Potential bushfire hazard from adjacent land use

Future residential development, open space for recreation parks, ie neighbourhood, sports and local parks, and linear parks within and adjoining the site are not a bushfire hazard given that these areas will have nil to low vegetation cover and will be maintained.

Bushland vegetation within the open space conservation area in the southern part of the site and the broader area of bushland vegetation to the south, east and west of the open space conservation area is a bushfire hazard to the site should an ignition occur in these areas.

Rehabilitation in the open space for stormwater management identified as assessment reference point M in Figure 2.1 will be a bushfire hazard to the site when the rehabilitation reaches a mature state. However, with further site planning some of these areas could be assessed in the future as being consistent with the narrow corridor mapping rule in Section 4.2.6 of Bushfire resilient communities and a non-bushfire hazard class.

#### 4.5 Water and access for emergency services

The site has access to mains water and a public road network which will provide access and egress routes for emergency services and the evacuation of future occupants.

# 5 Bushfire hazards associated with the context plan

This chapter identifies bushfire hazards associated with the context plan.

#### 5.1 Vulnerable use and community infrastructure for essential services

The context plan involves a school precinct, an over 50's lifestyle community precinct and an emergency services precinct which are defined as vulnerable uses in Table 7 of the SPP guidance material - bushfire. The school precinct and the emergency services precinct are also defined as community infrastructure for essential services in Table 7 of the SPP guidance material - bushfire.

Vulnerable uses are often more difficult to evacuate, and occupants may not be able to support themselves or assist in property protection during a bushfire event.

Site planning for community infrastructure for essential services must seek to ensure that the infrastructure remains serviceable during and after a bushfire emergency.

Performance outcome PO14 of the SPP bushfire prone area overlay code seeks the avoidance of vulnerable use development and community infrastructure for essential services in bushfire hazard areas. However, where these developments are unavoidable in a bushfire hazard area, Bushfire resilient communities identifies that an appropriate bushfire risk mitigation treatment is to separate vulnerable use buildings from hazardous vegetation by a distance which achieves a radiant heat flux level  $\leq$  10 kW/m<sup>2</sup> at the building envelopes.

Building envelopes within the school precinct and the over 50's lifestyle community precinct will be separated from the hazardous vegetation at assessment reference point M in Figure 2.1 by a distance which achieves a radiant heat flux level  $\leq$  10 kW/m<sup>2</sup> at the building envelopes.

The emergency services precinct will not be affected by bushfire hazard as the site and adjoining land to the north are developed.

#### 5.2 Hazardous materials

The context plan does not include industrial or commercial precincts involving the storage or handling of hazardous materials as defined in Table 7 of the SPP guidance material – bushfire.

#### 5.3 Rehabilitation of open space for stormwater management

Rehabilitation of the open space for stormwater management will result in vegetation which correlates with VHC 16.2 when it reaches a mature state.

The bushfire hazard assessment in Chapter 3 determined that the open space for stormwater management at assessment reference point M in Figure 2.1 will be a bushfire hazard area when the rehabilitation reaches a mature state.

Residential lot boundaries will be appropriately separated from the open space for stormwater management by roads and linear parks. Linear parks will be low fuel hazard areas that are maintained.

#### 5.4 Open space conservation area

Bushland vegetation within the open space conservation area in the southern part of the site and the broader area of bushland vegetation to the south, east and west of the open space conservation area is a bushfire hazard area.

In most situations, linear parks or esplanade roads will be used to separate residential lots from hazardous vegetation within the open space conservation area.

## 5.5 Open space parklands and linear parks

Recreation parks, ie neighbourhood, sports and local parks, and linear parks will be landscaped with pathways, turf and scattered plantings of shrubs and trees. They will have discontinuous bushfire fuels and will be low fuel hazard areas compared to the open space for stormwater management and the open space conservation area.

#### 5.6 Emergency access and egress

There will be three points of vehicle access and egress for the site which are located on the northern, eastern and western boundaries of the site and away from the large continuous area of bushland vegetation in the southern part of the site.

## 5.7 Fire-fighter water supply

Future development within the site will be connected to mains water and a reticulated hydrant system will be installed in the new road reserves.

#### 5.8 Radiant heat exposure

The SPP bushfire prone area overlay code requires subdivisions to provide lot boundaries or building envelopes within lots to be separated from hazardous vegetation by a distance which achieves a radiant heat flux level  $\leq$  29 kW/m<sup>2</sup> at the lot boundaries or building envelopes within lots.

The SPP bushfire prone area overlay code recommends that buildings associated with a vulnerable use or community infrastructure for essential services are not located in a bushfire hazard area unless there is no suitable alternative location and there is an overwhelming community need. Bushfire resilient communities provides an acceptable outcome for this recommendation. It states that the bushfire hazard affecting vulnerable use development or community infrastructure for essential services can be mitigated to a tolerable level by separating building envelopes from hazardous vegetation by a distance which achieves a radiant heat flux level  $\leq 10 \text{ kW/m}^2$  at building envelopes.

As discussed in Section 4.3, bushfire attack on the site is possible from assessment reference points D, G, H, I, J and M shown in Figure 2.1, where hazardous vegetation occurs. The radiant heat profile of these bushfire attack scenarios were assessed using the BAL calculator. Inputs used in the BAL calculator and results are provided in Appendix 3.

Results of the radiant heat exposure assessment have been used to advise the preliminary bushfire hazard setbacks recommended in Section 6.1.

# 6 Preliminary bushfire mitigation plan

This chapter identifies mitigation measures that must be implemented as part of the context plan to comply with the SPP bushfire prone area overlay code.

It is the total of the mitigation measures in this chapter that will reduce the risk of bushfire hazards to a tolerable level. Failure to implement all actions in their entirety could result in an increased level of exposure to the bushfire hazards.

In this regard, it must be noted that formal layout details are to be finalised or confirmed during the reconfiguration of lot or material change of use approval phase of assessment. Therefore, the bushfire mitigation measures outlined in this section are preliminary and should be reviewed, amended and formally conditioned (if required) during the reconfiguration of lot or material change of use process.

## 6.1 Preliminary bushfire hazard setbacks

This section provides details of the bushfire hazard setbacks required for residential lots, the school precinct and the over 50's lifestyle community precinct where they adjoin hazardous vegetation.

Future development applications must not rely on Council to maintain vegetation for the purpose of providing a bushfire hazard setback unless the maintenance is within a recreation park, ie neighbourhood, sports or linear park.

#### 6.1.1 Residential lots

Future residential lots must be separated from hazardous vegetation by the preliminary bushfire hazard setbacks shown in Figure 6.1.

Esplanade roads, linear parks or recreation parks (or a combination of these) must be used to separate residential lots from the hazardous vegetation within and adjoining the site. If topographical constraints prevent this mitigation measure, the residential lots adjoining the hazardous vegetation must be of a size which can accommodate the bushfire hazard setback and a building envelope, ie the bushfire hazard setback must not be located within the open space for stormwater management or the open space conservation area.

#### 6.1.2 School precinct and over 50s lifestyle community precinct

Building envelopes within the school precinct and the over 50's lifestyle community precinct must be setback from hazardous vegetation by a distance which achieves a radiant heat flux  $\leq$  10 kW/m<sup>2</sup> at the building envelopes. The preliminary bushfire hazard setbacks for the school precinct and the over 50's lifestyle community precinct are shown in Figure 6.1.

#### 6.2 Open space parklands and linear parks

Landscaping within the recreation parks, ie neighbourhood, sports and local parks, and linear parks must be designed to establish low fuel hazard areas with discontinuous bushfire fuels. These areas must consist of hardened areas or turf which is maintained as lawn at a nominal height of 10 centimetres. Scattered tree plantings are permissible as long as they do not overhang the boundaries of residential lots when they reach maturity.

#### 6.3 Landscaping

Landscaping within lots must be designed in accordance with Part 5 of *Bushfire Resilient Building Guidance for Queensland Homes* (QRA 2020) (**Bushfire resilient building**) which is publicly available online.

Plant selection must favour species in Appendix E of Bushfire resilient building.

## 6.4 Access and egress

Roads and the private road within the over 50's lifestyle community precinct must be designed and constructed in accordance with the design requirements for urban fire trucks in the *Fire hydrant and vehicle access guidelines for residential commercial and industrial lots* (QFES 2019b) (**Fire hydrant and vehicle access guidelines**) which defers to the *Road Planning and Design Manual* –  $2^{nd}$  Edition (DTMR 2013) for load bearing capacity, geometry and turning radii.

The private road within the over 50's lifestyle community precinct must be designed to provide multiple points of vehicle access and egress.

Access and egress points for the site are shown in Figure 6.1.

## 6.5 Fire-fighter water supply

Future lots must be connected to mains water and a reticulated hydrant system must be installed in the new road reserves.

Mains water supply must be in accordance with the local water retailer's specifications for supply and pressure.

The reticulated hydrant system must be designed and constructed in accordance with Fire hydrant and vehicle access guidelines which defers to the local water retailer's specifications and the *Australian Standard* (AS 2419.1-2021) *Fire hydrant installations System design, installation and commissioning.* 

Where the local water retailer's specifications exceed the specifications in AS 2419.1-2021, the higher level specifications should prevail.

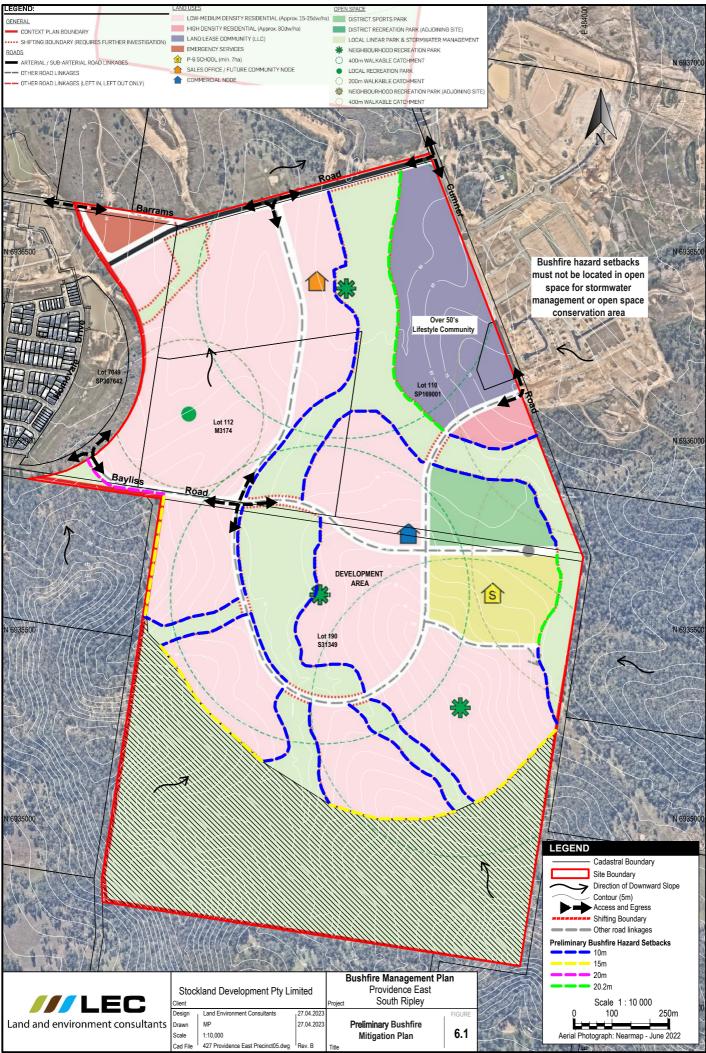
#### 6.6 Building design and construction

Buildings must be designed and constructed in accordance with the relevant BAL construction specifications in AS 3959-2018 as required under the *Building Code of Australia* (ABCB 2020).

BAL construction specifications in AS 3959-2018 are a matter for 'building approvals' and must be dealt with at that stage of the development.

#### 6.7 Service installation

Reticulated services, ie water, electricity and gas, must be installed underground.



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# 7 Conclusion

This BMP has been technically reviewed and approved by a suitably qualified person and is in general accordance with Bushfire resilient communities.

A site-specific bushfire hazard assessment confirmed that the site is affected by bushfire hazard and that the context plan is subject to compliance with the SPP bushfire prone area overlay code.

Preliminary mitigation measures that must be implemented as part of the context plan are specified in Chapter 6. With the implementation of these mitigation measures, the context plan complies with the SPP bushfire prone area overlay code as demonstrated in Appendix 4.

## References

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CUSP 2023, *Providence East - Open Space Infrastructure Master Plan*, prepared for Stockland Development Pty Limited, 12 April 2023

Queensland Department of State Development, Manufacturing, Infrastructure and Planning (DSDMIP) 2019, Natural hazards, risk and resilience – Bushfire, State Planning Policy – State Interest Guidance Material, December 2019

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Queensland Department of Transport and Main Roads (DTMR) 2013, Road Planning and Design Manual –  $2^{nd}$  Edition, 2013

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Queensland Fire and Emergency Service (QFES) 2019b *Fire Hydrant and Vehicle Access Guidelines for Residential, Commercial and Industrial Lots,* March 2019

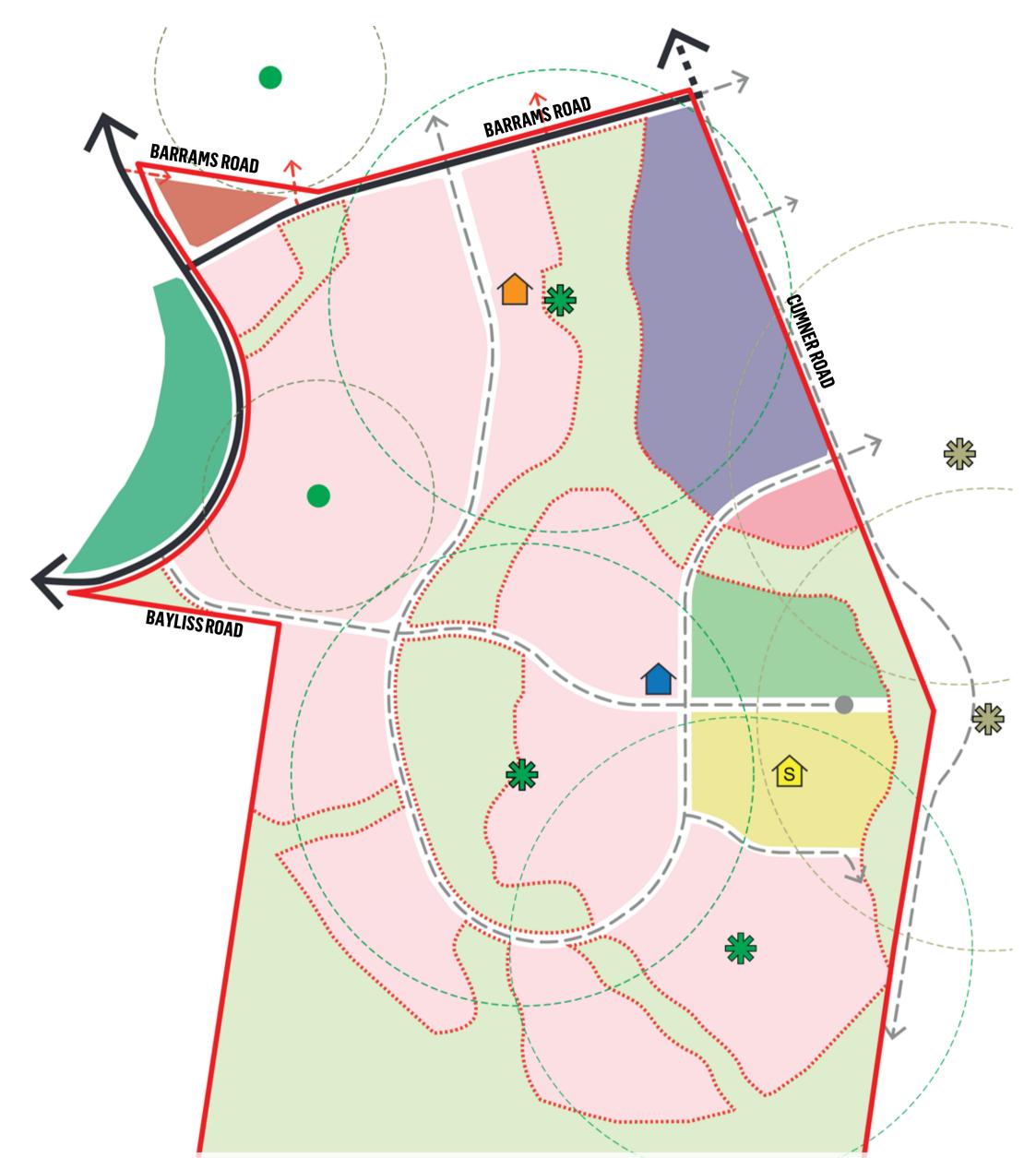
Queensland Fire and Emergency Services (QFES) 2021, *Catalyst - Sustainable development mapping system*, QFES Sustainable Development Unit, accessed online at <u>https://catalyst.qfes.qld.gov.au/sdu/</u>via user login, June 2022

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Standards Australia Limited (Standards Australia) 2021, *Australian Standard 2419.1-2021 – Fire hydrant installation, System design, installation and commissioning*, Sixth edition, September 2021

Standards Australia Limited (Standards Australia) 2018, *Australian Standard 3959-2018 Construction of buildings in bushfire prone areas*, Fourth edition, November 2018

Appendix 1 Proposed context plan



#### LEGEND:

<u>GENERAL</u>

- CONTEXT PLAN BOUNDARY
- SHIFTING BOUNDARY (REQUIRES FURTHER INVESTIGATION)

<u>ROADS</u>

- ARTERIAL / SUB-ARTERIAL ROAD LINKAGES
- --- OTHER ROAD LINKAGES
- ----- OTHER ROAD LINKAGES (LEFT IN, LEFT OUT ONLY)

#### LAND USES

- LOW-MEDIUM DENSITY RESIDENTIAL (Approx. 15-25dw/ha) HIGH DENSITY RESIDENTIAL (Approx. 80dw/ha)
- LAND LEASE COMMUNITY (LLC)
- EMERGENCY SERVICES
- P-6 SCHOOL (min. 7ha)
- SALES OFFICE / FUTURE COMMUNITY NODE
- COMMERCIAL NODE

 OPEN SPACE

 DISTRICT SPORTS PARK

 DISTRICT RECREATION PARK (ADJOINING SITE)

 LOCAL LINEAR PARK & STORMWATER MANAGEMENT

 \*

 NEIGHBOURHOOD RECREATION PARK

 OOM WALKABLE CATCHMENT

 LOCAL RECREATION PARK

 200m WALKABLE CATCHMENT

 \*

 NEIGHBOURHOOD RECREATION PARK

 OOM WALKABLE CATCHMENT

 \*

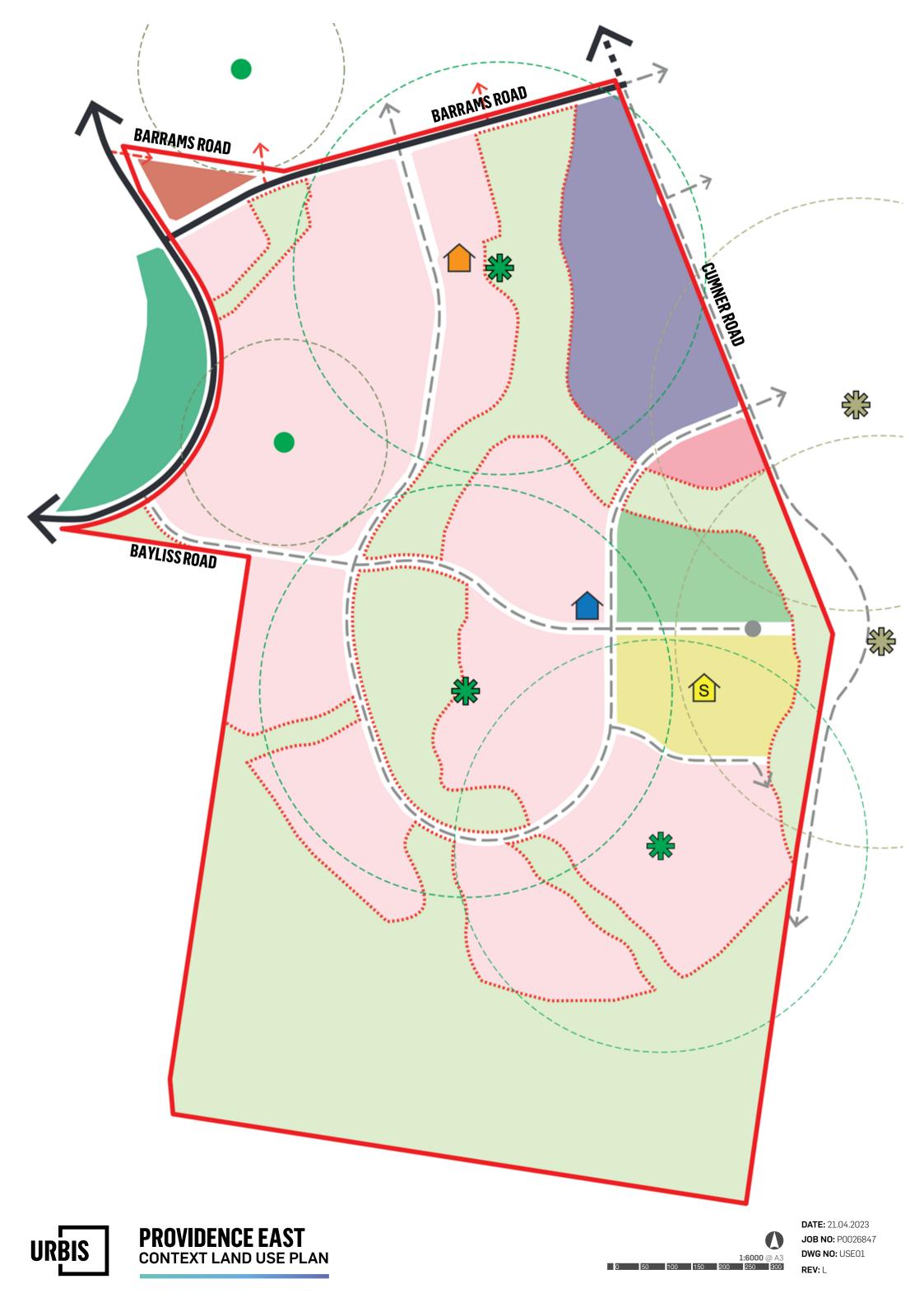
 NEIGHBOURHOOD RECREATION PARK (ADJOINING SITE)

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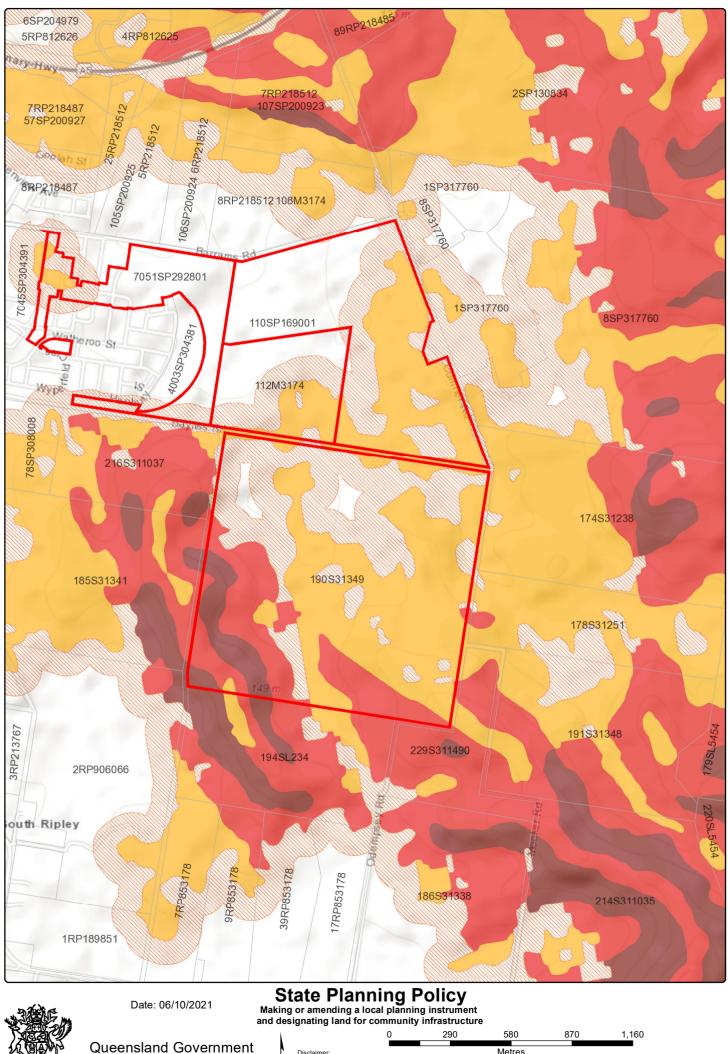
 400m WALKABLE CATCHMENT







Appendix 2 SPP bushfire prone area map



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# Legend

#### Drawn Polygon Layer

Override 1

#### Cadastre (25k)

Cadastre (25k)

#### Bushfire prone area



Very High Potential Bushfire Intensity



Medium Potential Bushfire Intensity

Potential Impact Buffer



Date: 06/10/2021

# State Planning Policy Making or amending a local planning instrument and designating land for community infrastructure

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Appendix 3 Radiant heat exposure assessment

#### Bushfire attack at assessment reference point D

- Forest fire danger index 58
- Vegetation VHC 16.2 Eucalyptus dominated woodland on drainage lines and alluvial plains
- Understorey fuel load 11.6 t/ha<sup>1</sup>
- Total fuel load 21.6 t/ha<sup>2</sup>
- Effective slope 0° slope
- Site slope 0° slope
- Flame width 100 m

Note 1 Fuel load taken from *Bushfire Resilient Communities Technical Reference Guide for the State Planning Policy State Interest* '*Natural Hazards, Risk and Resilience – Bushfire*' (QFES 2019) (**Bushfire resilient communities**). 2 10 t/ha added to understorey fuel to determine total fuel load.



Calculated July 26, 2022, 9:16 am (MDc v.4.9)

J21130

Minimum Distance Calculator - AS3959-2018 (Method 2)				
Inputs			Outputs	
Fire Danger Index	58	Rate of spread	0.8 km/h	
Vegetation classification	Woodland	Flame length	7.83 m	
Understorey fuel load	11.6 t/ha	Flame angle	54 °, 64 °, 73 °, 78 °, 80 ° & 85 °	
Total fuel load	21.6 t/ha	Elevation of receiver	3.17 m, 3.52 m, 3.74 m, 3.83 m, 3.86 m & 3.9 m	
Vegetation height	n/a	Fire intensity	9,010 kW/m	
Effective slope	0 °	Transmissivity	0.885, 0.874, 0.855, 0.834, 0.822 & 0.75	
Site slope	0 °	Viewfactor	0.5848, 0.4349, 0.2907, 0.196, 0.1598 & 0.0438	
Flame width	100 m	Minimum distance to < 40 kW/m <sup>2</sup>	6.6 m	
Windspeed	n/a	Minimum distance to < 29 kW/m²	8.9 m	
Heat of combustion	18,600 kJ/kg	Minimum distance to < 19 kW/m <sup>2</sup>	13.3 m	
Flame temperature	1,090 K	Minimum distance to < 12.5 kW/m <sup>2</sup>	19.6 m	
		Minimum distance to < 10 kW/m <sup>2</sup>	23.7 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

### Bushfire attack at assessment reference point G

- Forest fire danger index 58
- Vegetation VHC 13.2 Dry to moist eucalypt woodlands on undulating metamorphics and granite
- Understorey fuel load 14.4 t/ha<sup>1</sup>
- Total fuel load 24.4 t/ha<sup>2</sup>
- Effective slope 6° down slope
- Site slope 0° slope
- Flame width 100 m

Note 1 Fuel load taken from Bushfire resilient communities. 2 10 t/ha added to understorey fuel to determine total fuel load.



Calculated July 26, 2022, 9:05 am (MDc v.4.9) J21130 Minimum Distance Calculator - AS3959-2018 (Method 2) Inputs Outputs Rate of spread 1.51 km/h Fire Danger Index 58 Vegetation classification Woodland Flame length 12.78 m 53 °, 63 °, 71 °, 76 °, 77 ° & 83 ° Understorey fuel load 14.4 t/ha Flame angle Total fuel load 24.4 t/ha Elevation of receiver 5.1 m, 5.69 m, 6.04 m, 6.2 m, 6.22 m & 6.34 m Vegetation height n/a Fire intensity 19,114 kW/m 6 º Transmissivity 0.875, 0.858, 0.834, 0.808000000000001, 0.796 & 0.731 Effective slope ۰ 0 0.5965, 0.4414, 0.298, 0.2024, 0.165 & 0.0448 Site slope Viewfactor Minimum distance to < 40 kW/m<sup>2</sup> 10.6 m Flame width 100 m Minimum distance to < 29 kW/m<sup>2</sup> 14.3 m Windspeed n/a 18,600 kJ/kg Minimum distance to < 19 kW/m<sup>2</sup> 21 m Heat of combustion Minimum distance to < 12.5 kW/m<sup>2</sup> 29.8 m Flame temperature 1,090 K Minimum distance to < 10 kW/m<sup>2</sup> 35.4 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

# Bushfire attack at assessment reference point H

- Forest fire danger index 58
- Vegetation VHC 10.1 Spotted gum dominated open forests
- Understorey fuel load 20.8 t/ha<sup>1</sup>
- Total fuel load 30.8 t/ha<sup>2</sup>
- Effective slope 6° up slope
- Site slope 0° slope
- Flame width 100 m

Note1 Fuel load taken from Bushfire resilient communities.2 10 t/ha added to understorey fuel to determine total fuel load.



J21130				
Minimum Distance Calculator - AS3959-2018 (Method 2)				
Inputs	Inputs Outputs			
Fire Danger Index	58	Rate of spread	0.95 km/h	
Vegetation classification	Forest	Flame length	9.91 m	
Understorey fuel load	20.8 t/ha	Flame angle	54 °, 64 °, 72 °, 77 °, 79 ° & 84 °	
Total fuel load	30.8 t/ha	Elevation of receiver	4.01 m, 4.45 m, 4.71 m, 4.83 m, 4.86 m & 4.93 m	
Vegetation height	n/a	Fire intensity	15,227 kW/m	
Effective slope	-6 °	Transmissivity	0.881, 0.867, 0.846, 0.822, 0.809000000000001 & 0.74	
Site slope	0 °	Viewfactor	0.5898, 0.4375, 0.2935, 0.1997, 0.1622 & 0.0443	
Flame width	100 m	Minimum distance to < 40 kW/m <sup>2</sup>	8.30000000000001 m	
Windspeed	n/a	Minimum distance to < 29 kW/m <sup>2</sup>	11.2 m	
Heat of combustion	18,600 kJ/kg	Minimum distance to < 19 kW/m²	16.6 m	
Flame temperature	1,090 K	Minimum distance to < 12.5 kW/m <sup>2</sup>	24 m	
		Minimum distance to < 10 kW/m <sup>2</sup>	28.9 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

# Bushfire attack at assessment reference point I

- Forest fire danger index 58
- Vegetation VHC 10.1 Spotted gum dominated open forests
- Understorey fuel load 20.8 t/ha<sup>1</sup>
- Total fuel load 30.8 t/ha<sup>2</sup>
- Effective slope 4° upslope
- Site slope 0° slope
- Flame width 100 m

Note1 Fuel load taken from Bushfire resilient communities.2 10 t/ha added to understorey fuel to determine total fuel load.



J21130			
Minimum Distance Calculator - AS3959-2018 (Method 2)			
Inputs		Outputs	
Fire Danger Index	58	Rate of spread	1.09 km/h
Vegetation classification	Forest	Flame length	10.83 m
Understorey fuel load	20.8 t/ha	Flame angle	53 °, 64 °, 72 °, 77 °, 78 ° & 84 °
Total fuel load	30.8 t/ha	Elevation of receiver	4.32 m, 4.86 m, 5.15 m, 5.27 m, 5.29 m & 5.38 m
Vegetation height	n/a	Fire intensity	17,481 kW/m
Effective slope	-4 °	Transmissivity	0.879, 0.864, 0.841, 0.81799999999999999, 0.804 & 0.737
Site slope	0 °	Viewfactor	0.5948, 0.4389, 0.2951, 0.2008, 0.163 & 0.0445
Flame width	100 m	Minimum distance to < 40 kW/m <sup>2</sup>	9 m
Windspeed	n/a	Minimum distance to < 29 kW/m <sup>2</sup>	12.2 m
Heat of combustion	18,600 kJ/kg	Minimum distance to < 19 kW/m <sup>2</sup>	18 m
Flame temperature	1,090 K	Minimum distance to < 12.5 kW/m <sup>2</sup>	25.9 m
		Minimum distance to < 10 kW/m <sup>2</sup>	31.1 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

# Bushfire attack at assessment reference point J

- Forest fire danger index 58
- Vegetation VHC 10.1 Spotted gum dominated open forests
- Understorey fuel load 20.8 t/ha<sup>1</sup>
- Total fuel load 30.8 t/ha<sup>2</sup>
- Effective slope 4° down slope
- Site slope 0° slope
- Flame width 100 m

Note1 Fuel load taken from Bushfire resilient communities.2 10 t/ha added to understorey fuel to determine total fuel load.



Calculated February 25, 2022, 3:05 pm (MDc v.4.9)

J21130

Minimum Distance Calculator - AS3959-2018 (Method 2)			
Inputs		Outputs	
Fire Danger Index	58	Rate of spread	1.9 km/h
Vegetation classification	Forest	Flame length	16.09 m
Understorey fuel load	20.8 t/ha	Flame angle	52 °, 62 °, 70 °, 74 °, 76 ° & 82 °
Total fuel load	30.8 t/ha	Elevation of receiver	6.34 m, 7.1 m, 7.56 m, 7.73 m, 7.8 m & 7.97 m
Vegetation height	n/a	Fire intensity	30,359 kW/m
Effective slope	4 °	Transmissivity	0.87, 0.849, 0.822, 0.796, 0.783 & 0.723
Site slope	0 °	Viewfactor	0.6036, 0.4477, 0.3023, 0.2057, 0.1677 & 0.0453
Flame width	100 m	Minimum distance to < 40 kW/m²	13.2 m
Windspeed	n/a	Minimum distance to < 29 kW/m²	17.7 m
Heat of combustion	18,600 kJ/kg	Minimum distance to < 19 kW/m²	25.7 m
Flame temperature	1,090 K	Minimum distance to < 12.5 kW/m <sup>2</sup>	35.8 m
		Minimum distance to < 10 kW/m²	42.1 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

### Bushfire attack at assessment reference point M

- Forest fire danger index 58
- Vegetation VHC 16.2 Eucalyptus dominated woodland on drainage lines and alluvial plains
- Understorey fuel load 11.6 t/ha<sup>1</sup>
- Total fuel load 11.6 t/ha<sup>2</sup>
- Effective slope 0° slope
- Site slope 0° slope
- Flame width 80 m (approximate maximum width of waterway corridor)

Note 1 Fuel load taken from Bushfire resilient communities.

2 The corridor of vegetation at assessment reference point M would be insufficient in width to generate a full intensity fire involving canopy fuels. Therefore, total fuel load is the same as understorey fuel load.



Calculated April 17, 2023, 11:50 am (MDc v.4.9)

J21130

Minimum Distance Calculator - AS3959-2018 (Method 2)			
Inputs		Outputs	
Fire Danger Index	58	Rate of spread	0.8 km/h
Vegetation classification	Woodland	Flame length	6.63 m
Understorey fuel load	11.6 t/ha	Flame angle	54 °, 64 °, 73 °, 78 °, 80 ° & 85 °
Total fuel load	11.6 t/ha	Elevation of receiver	2.68 m, 2.98 m, 3.17 m, 3.24 m, 3.26 m & 3.3 m
Vegetation height	n/a	Fire intensity	4,838 kW/m
Effective slope	0 °	Transmissivity	0.888, 0.878, 0.862, 0.843, 0.832 & 0.762
Site slope	0 °	Viewfactor	0.5821, 0.4303, 0.2891, 0.1941, 0.1579 & 0.043
Flame width	80 m	Minimum distance to < 40 kW/m <sup>2</sup>	5.6 m
Windspeed	n/a	Minimum distance to < 29 kW/m <sup>2</sup>	7.6 m
Heat of combustion	18,600 kJ/kg	Minimum distance to < 19 kW/m <sup>2</sup>	11.3 m
Flame temperature	1,090 K	Minimum distance to < 12.5 kW/m <sup>2</sup>	16.6 m
		Minimum distance to < 10 kW/m²	20.2 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

Appendix 4 SPP bushfire prone area overlay code assessment

<ul> <li>ection A</li> <li>econfiguring a lot (RaL) – where creat</li> <li>O1</li> <li>The subdivision layout: <ul> <li>(a) enables future buildings to be located away from slopes and land forms that expose people or property to an intolerable risk to life or property; and</li> <li>(b) facilitates emergency access and operational space for firefighters in a reduced fuel area between future buildings and structures and hazardous vegetation, that reduce risk to an acceptable or tolerable level.</li> </ul> </li> </ul>	<ul> <li>ting lots of more than 2,000 square metr</li> <li>A01.1         <ul> <li>A development footprint plan is identified for each lot that avoids ridgelines, saddles and crests where slopes exceed 15 per cent.</li> </ul> </li> <li>A01.2         <ul> <li>A development footprint plan is identified for each lot that is separated from the closest edge to the adjacent mapped medium, high or very high potential bushfire intensity area by:</li></ul></li></ul>	<ul> <li>Not applicable         The Providence East Context Land             Use Plan (context plan) is a material             change of use component of the             development application.     </li> <li>Formal layout details are to be         finalised or confirmed during the         reconfiguration of lot or material         change of use approval phase of         assessment. Therefore, the bushfire         mitigation measures provided in the         bushfire management plan are         preliminary and should be reviewed,         amended and formally conditioned         (if required) during the         reconfiguration of lot or material     </li> </ul>
<ul> <li>The subdivision layout:</li> <li>(a) enables future buildings to be located away from slopes and land forms that expose people or property to an intolerable risk to life or property; and</li> <li>(b) facilitates emergency access and operational space for firefighters in a reduced fuel area between future buildings and structures and hazardous vegetation, that reduce risk to an acceptable</li> </ul>	A development footprint plan is identified for each lot that avoids ridgelines, saddles and crests where slopes exceed 15 per cent. A development footprint plan is identified for each lot that is separated from the closest edge to the adjacent mapped medium, high or very high potential bushfire intensity area by: (a) a distance that is no closer than the distances	The Providence East Context Land Use Plan (context plan) is a material change of use component of the development application. Formal layout details are to be finalised or confirmed during the reconfiguration of lot or material change of use approval phase of assessment. Therefore, the bushfire mitigation measures provided in the bushfire management plan are preliminary and should be reviewed, amended and formally conditioned (if required) during the
lote – An applicant may seek to ndertake a site-level verification of the ocation and nature of hazardous egetation and resulting potential bushfire thensity levels, for example where hanges in foliage have occurred (e.g. as a onsequence of adjoining permanent rban development) or where an pplicant seeks to verify the regional cosystem map inputs. This verification hould form part of a bushfire hazard ssessment in accordance with the nethodology in the QFES <i>Bushfire resilient ommunities</i> document. The outcomes of his assessment can demonstrate how an lternate solution to the acceptable utcome can deliver an acceptable or olerable level of risk.	<ul> <li>development footprint plan boundaries; or</li> <li>(b) a distance that achieves a radiant heat flux level of 29 kW/m2 or less at all development footprint plan boundaries.</li> <li>Note – This separation area is often termed an asset protection zone.</li> <li>Note – The radiant heat flux levels can be established by undertaking a bushfire hazard assessment in accordance with the methodology in the QFES Bushfire resilient communities document.</li> </ul>	change of use process.
<ul> <li>D2</li> <li>The subdivision layout enables: <ul> <li>(a) future buildings to be</li> <li>located as close as possible</li> <li>to property entrances to</li> <li>facilitate safe evacuation</li> <li>during a bushfire event; and</li> </ul> </li> <li>(b) future site access to be</li> <li>located and designed to</li> <li>allow safe evacuation of the</li> <li>site by occupants and</li> <li>maintain access by</li> <li>emergency services under</li> <li>critical event conditions.</li> </ul>	<ul> <li>AO2</li> <li>A development footprint plan is identified for eachlot that:</li> <li>(a) is located within 60 metres of the street frontage; and</li> <li>(b) sited to enable a route between the development footprint plan and the street frontage with a gradient that does not exceed of 12.5 per cent.</li> </ul>	Not applicable The context plan is a material change of use component of the development application. Formal layout details are to be finalised or confirmed during the reconfiguration of lot or material change of use approval phase of assessment. Therefore, the bushfire mitigation measures provided in the bushfire management plan are preliminary and should be reviewed, amended and formally conditioned (if required) during the reconfiguration of lot or material change of use process.
ection B	L	·

(a) avoids creating lots onloslopes and land forms thatseexpose people or propertythto an intolerable risk to lifehior property; andbu	<ul> <li>he subdivision layout results in ts that are sited so that they are eparated from the closest edge to be adjacent mapped medium, gh or very high potential ushfire intensity area by:</li> <li>a distance that is no closer than the distances specified in Table 5 at all lot boundaries; or :</li> <li>a distance that achieves a radiant heat flux level of 29 kW/m<sup>2</sup> or less:</li> <li>(i) at the building</li> </ul>	Not applicable The context plan is a material change of use component of the development application. Formal layout details are to be finalised or confirmed during the reconfiguration of lot or material change of use approval phase of assessment. Therefore, the bushfire mitigation measures provided in the bushfire management plan are preliminary and should be reviewed, amended and formally conditioned (if required) during the reconfiguration of lot or material
the location and nature of hazardous vegetation and resulting potential bushfire intensity levels, for example where changes in foliage have occurred (e.g. as a consequence of adjoining permanent urban development) or where an applicant seeks to verify the regional ecosystem map inputs. This verification should form part of a bushfire hazard assessment, in accordance with the methodology in the QFES Bushfire resilient communities document. The outcomes of this assessment can demonstrate how an alternate solution to the acceptable outcome can deliver an acceptable or tolerable level of risk. AOI The Creation and the second second second second the second second second second second the second second second second second terms and the second second second second second terms and the second second second second second second terms and the second	envelope, if identified at RaL stage; or (ii) where a building envelope is not identified, at all lot boundaries. ote – This separation area is ten termed an asset otection zone. ote – The radiant heat flux levels can established by undertaking a ushfire hazard assessment in cordance with the methodology in e QFES Bushfire resilient mmunities document. ote – For staged developments, mporary separation areas may be osorbed as part of subsequent ages. ote - Existing cleared areas tternal to the site may only be used in calculating necessary paration where tenure ensures at the land will remain cleared of azardous vegetation (for example e land is a road, watercourse or ghly managed park in public wnership). <b>3.2</b> e subdivision layout does not ate lots that are within bushfire ine areas and on ridgelines, dles and crests where slopes eed 15 per cent (roads and parks y be located in these areas).	change of use process.
Section C		
Reconfiguring a lot (RaL) – where creating n	nore than 20 lots	
Reconfiguring a lot (RaL) – where creating n	nore than 20 lots	
204 AO		Not applicable

PO4	AO4	Not applicable
The subdivision layout is designed to minimise the length of the development perimeter and number of lots exposed to hazardous vegetation. Note – For example, avoid finger-like subdivision patterns or substantive	No acceptable outcome is prescribed	Formal layout details are to be finalised or confirmed during the reconfiguration of lot or material change of use approval phase of assessment. Therefore, the bushfire mitigation measures provided in the bushfire management plan are

location and nature of hazardous

intensity levels, for example where

consequence of adjoining permanent

undertake a site-level verification of the

vegetation and resulting potential bushfire

changes in foliage have occurred (e.g. as a

Performance outcomes	Acceptable outcomes	Compliance assessment
vegetated corridors between lots.		preliminary and should be reviewed, amended and formally conditioned (if required) during the reconfiguration of lot or material change of use process.
<b>POS</b> The subdivision layout provides for adequate access and egress and safe evacuation routes, to achieve an acceptable or tolerable risk to people.	AO5.1 The subdivision layout: (a) avoids the creation of bottle-neck points in the movement network within the development (for example, avoids hourglass patterns); and (b) ensures the road network has sufficient capacity for the evacuating population. AO5.2 The subdivision layout ensures evacuation routes:	Not applicable The context plan is a material chang of use component of the development application. Formal layout details are to be finalised or confirmed during the reconfiguration of lot or material change of use approval phase of assessment. Therefore, the bushfire mitigation measures provided in the bushfire management plan are preliminary and should be reviewed amended and formally conditioned (if required) during the reconfiguration of lot or material
	<ul> <li>(a) direct occupants away from rather than towards or through areas with a greater potential bushfire intensity; and</li> <li>(b) minimise the length of route through bushfire prone areas.</li> <li>Refer Figure 5.</li> </ul>	change of use process.
<ul> <li>Example development footprint plan</li> <li>Example location larger lots with a development footprint plan located outside very high, high and medium potential bushfire intensity area</li> <li>Example location parks and open spaces</li> <li>Example location perimeter road</li> </ul>		<ul> <li>Example location suitable evacuation route</li> <li>Example location new lots</li> <li>Example location unsuitable evacuation route</li> <li>Example location unsuitable evacuation route</li> <li>Megin Potential Bushfire Intensity</li> <li>High Potential Bushfire Intensity</li> <li>Medium Potential Bushfire Intensity</li> <li>Medium Potential Bushfire Intensity</li> <li>Potential Impact Buffer</li> <li>Development site</li> </ul>
Figure 5 – Subdivision layout and evacu PO6 The subdivision layout provides adequate buffers between hazardous vegetation and development. Note – An applicant may seek to	AVG.1 The subdivision layout results in an asset protection zone being located to create a separation area from adjacent mapped medium, high or very high potential	Not applicable The context plan is a material chang of use component of the development application. Formal layout details are to be finalised or confirmed during the

bushfire intensity areas.

The asset protection zone is

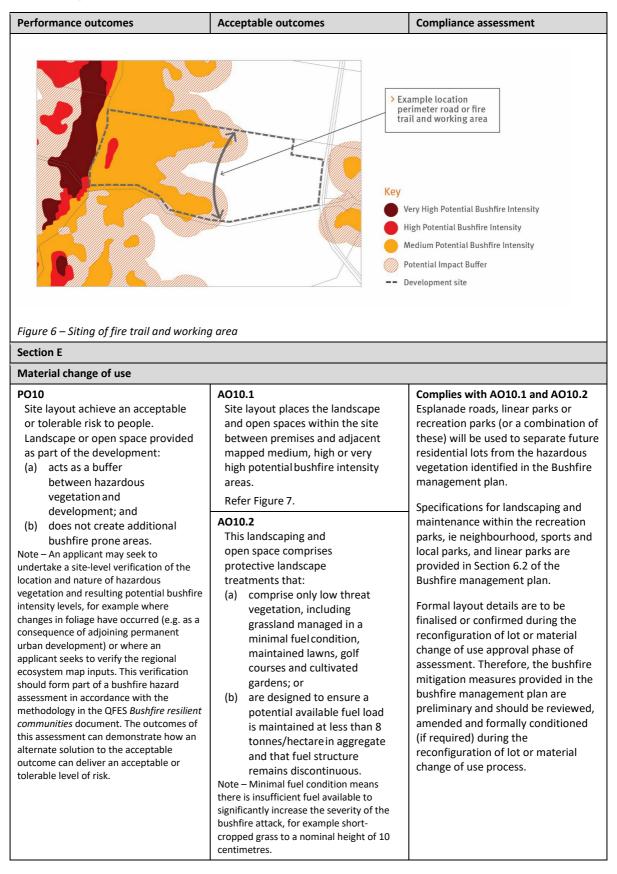
AO6.2

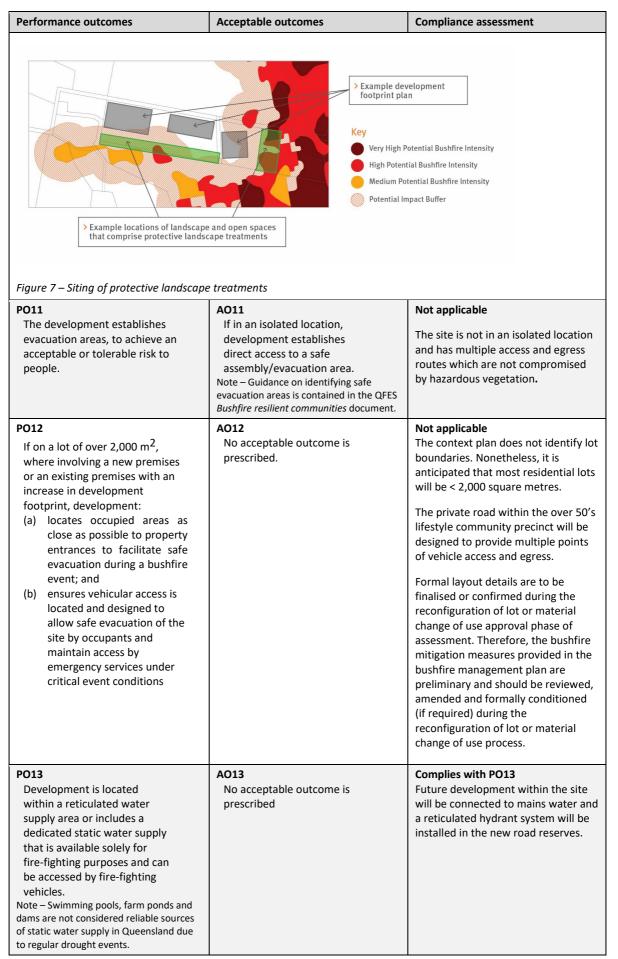
comprised of:

Formal layout details are to be finalised or confirmed during the reconfiguration of lot or material change of use approval phase of assessment. Therefore, the bushfire mitigation measures provided in the bushfire management plan are (a) parks and open spaces; and/or

Performance outcomes	Acceptable outcomes	Compliance assessment
urban development) or where an applicant seeks to verify the regional ecosystem map inputs. This verification should form part of a bushfire hazard assessment, in accordance with the methodology in the QFES <i>Bushfire resilient</i> <i>communities</i> document. The outcomes of this assessment can demonstrate how an alternate solution to the acceptable outcome can deliver an acceptable or tolerable level of risk.	<ul> <li>(b) lots greater than 2000 square metres; and/or</li> <li>(c) public roads (termed perimeter roads).</li> <li>Note – Parks and open space may be located within the mapped medium, high and very high potential bushfire intensity areas to create a separation between the development and the balance of the bushfire prone area.</li> <li>Note – Portions of lots greater than 2000 square metres may be located within the mapped medium, high and very high potential bushfire intensity areas.</li> <li>Refer Figure 5.</li> </ul>	preliminary and should be reviewed, amended and formally conditioned (if required) during the reconfiguration of lot or material change of use process.
	AO6.3 Where the asset protection zone includes lots greater than 2000 square metres a development footprint plan is identified for each lot that is located in accordance with AO1.2.	
<ul> <li>PO7</li> <li>Parks or open space provided as part of the asset protection zone do not create additional bushfire prone areas.</li> <li>Note –The undertaking of a bushfire hazard assessment, in accordance with the methodology in the QFES <i>Bushfire resilient communities</i> document may assist in demonstrating compliance with this performance outcome.</li> </ul>	<ul> <li>AO7</li> <li>Where the asset protection zone includes parks or open spaces, they: <ul> <li>(a) comprise only low threat vegetation, including grassland managed in a minimal fuel condition, maintained lawns, golf courses, maintained public reserves and parklands, cultivated gardens and nature strips; or</li> <li>(b) are designed to ensure a potential available fuel load is maintained at less than eight tonnes/hectare in aggregate and with a fuel structure that remains discontinuous.</li> </ul> </li> <li>Note – Minimal fuel condition means there is insufficient fuel available to significantly increase the severity of the bushfire attack, for example short-cropped grass to a nominal height of 10 centimetres.</li> </ul>	Not applicable The context plan is a material change of use component of the development application. Formal layout details are to be finalised or confirmed during the reconfiguration of lot or material change of use approval phase of assessment. Therefore, the bushfire mitigation measures provided in the bushfire management plan are preliminary and should be reviewed, amended and formally conditioned (if required) during the reconfiguration of lot or material change of use process.
<b>PO8</b> Perimeter roads are accessible for fire-fighting vehicles, to facilitate emergency access and operational space for fire- fighting, maintenance works and hazard reduction activities.	<ul> <li>AO8.1</li> <li>Where the asset protection zone includes a perimeter road it: <ul> <li>(a) has a two-lane sealed carriageway clear of hazardous vegetation; and</li> <li>(b) is connected to the wider public road network at both ends and at intervals of no more than 200 metres; and</li> <li>(c) does not include design</li> </ul> </li> </ul>	Not applicable The context plan is a material change of use component of the development application. Formal layout details are to be finalised or confirmed during the reconfiguration of lot or material change of use approval phase of assessment. Therefore, the bushfire mitigation measures provided in the bushfire management plan are

Performance outcomes	Acceptable outcomes	Compliance assessment
	elements that mayimpede access for fire-fighting and maintenance for fire- fighting purposes (for example traffic calming involving chicanes). <b>AO8.2</b> Where the subdivision contains a reticulated water supply, the road network and fire hydrants are designed and installed in accordance with: (a) <i>Fire Hydrant and Vehicle</i> <i>Access Guidelines for</i> <i>residential, commercial and</i> <i>industrial lots,</i> Queensland Fire and Emergency Services, 2015, unless otherwise specified by the relevant water entity; and (b) the <i>Road Planning and</i> <i>Design Manual 2nd edition,</i> Department of Transport and Main Roads, 2013.	preliminary and should be reviewed, amended and formally conditioned (if required) during the reconfiguration of lot or material change of use process.
Section D Reconfiguring a lot (RaL) – where creat	ting additional lots for the purpose of re	sidential development and a
reticulated water supply is not provide		
<b>PO9</b> The subdivision layout provides for perimeter roads or fire trail and working areas that are accessible by the type of fire-fighting vehicles servicing the area, to facilitate emergency access and operational space for fire-fighting, maintenance works and hazard reduction activities.	AO9.1 The subdivision layout includes: (a) a fire trail and working area designed and constructed in accordance with the design parameters in Table 6 that separates the residential lot or development footprint planfrom adjacent mapped medium, high or very high potential bushfire intensity areas;	Not applicable The context plan is a material change of use component of the development application. Formal layout details are to be finalised or confirmed during the reconfiguration of lot or material change of use approval phase of assessment. Therefore, the bushfire mitigation measures provided in the bushfire management plan are preliminary and should be reviewed, amended and formally conditioned





Performance outcomes	Acceptable outcomes	Compliance assessment
Note for Local Government – Information on how to provide an appropriate static water supply, may form a condition of a development approval. For further information on preferred solutions refer to the QFES <i>Bushfire resilient communities</i> document.		
P014	A014.1	Complies with PO14
<ul> <li>Vulnerable uses listed in Table 7 are not established or intensified within a bushfire prone area unless: <ul> <li>(a) there is an overriding need in the public interest for the new or expanded service the development provides; and</li> <li>(b) there are no other suitable alternative locations within the required catchment; and</li> <li>(c) site planning can appropriately mitigate the risk (for example, siting ovals for an educational establishment between the hazardous vegetation and structures.</li> </ul> </li> <li>Note – The preparation of a bushfire management plan in accordance with the methodology in the QFES <i>Bushfire</i> <i>resilient communities</i> document may assist in demonstrating compliance with this performance outcome</li> </ul>	AO14.1 No acceptable outcome is prescribed.	Complex with PO14 The context plan involves an over 50's lifestyle community precinct, emergency services precinct and a school precinct which are defined as vulnerable uses in Table 7 of the Natural Hazards, Risk and Resilience – State Planning Policy State Interest guidance material (DSDMIP 2019) (SPP guidance material – bushfire). The over 50's lifestyle community precinct and the school precinct are affected by bushfire hazard but the emergency services precinct will not be affected by bushfire hazard as the site and the adjoining land to the north are developed. Building envelopes within the over 50's lifestyle community precinct and the school precinct will be located in accordance with Bushfire Resilient Communities Technical Reference Guide for the State Planning Policy State Interest 'Natural Hazards, Risk and Resilience - Bushfire' (QFES 2019) which provides an acceptable outcome to PO14. It states that the bushfire hazard affecting vulnerable use development can be mitigated to a tolerable level by separating building envelopes from hazardous vegetation by a distance which achieves a radiant heat flux level ≤ 10 kilowatts/square metre (kW/m <sup>2</sup> ) at building envelopes.
<ul> <li>PO15</li> <li>Community infrastructure providing essential services listed in Table 7 are not established within a bushfire prone area unless: <ul> <li>(a) there is an overriding need in the public interest for the new or expanded service the development provides (for example, there are no other suitable alternative locations that can deliver the required level of service or meet emergency service response times during and immediately after a bushfire event); and</li> </ul></li></ul>	AO15 No acceptable outcome is prescribed.	Complies with PO15 The context plan involves a school precinct and an emergency services precinct which are defined as community infrastructure for essential services in Table 7 of the SPP guidance material - bushfire. Refer to PO14 for the site planning that must be applied to the school precinct. The emergency services precinct will not be affected by bushfire hazard as the site and the adjoining land to the north are developed.

Performance outcomes	Acceptable outcomes	Compliance assessment
<ul> <li>(b) the infrastructure can function effectively during and immediately after a bushfire event.</li> <li>Note – The preparation of a bushfire management plan in accordance with the methodology in the QFES <i>Bushfire resilient</i> <i>communities</i> document may assist in demonstrating compliance with this performance outcome.</li> </ul>		
PO16	A016	Not applicable
Development avoids or mitigates the risks to public safety and the environment from the manufacture or storage of materials listed in Table 7 that are hazardous in the context of bushfire to an acceptable or tolerable level. Note – The preparation of a bushfire management plan in accordance with the methodology in the QFES <i>Bushfire</i> <i>resilient communities</i> document may assist in demonstrating compliance with this acceptable outcome. Editor's note – In addition to the requirements of this code the <i>Work Health</i> <i>and Safety Act 2011</i> and associated Regulation and Guidelines, the <i>Environmental Protection Act 1994</i> and the relevant building assessment provisions under the <i>Building Act 1975</i> contain requirements for the manufacture and storage of hazardous substances. Information is provided by Business Queensland on the requirements for storing and transporting hazardous chemicals, available at: www.business.qld.gov.au/running- business/protecting-business/risk- management/hazardous- chemicals/storing-transporting.	No acceptable outcome is prescribed.	The context plan does not include industrial or commercial precincts involving the storage or handling of hazardous materials in bulk as defined in Table 7 of the SPP guidance material – bushfire.
Section F Where involving an asset protection zo		
PO17	A017.1	Complies with PO17
Asset protection zones are designed and managed to ensure they do not increase the potential for bushfire hazard. Note – The preparation of a landscape management plan undertaken in accordance with the methodology in the QFES <i>Bushfire resilient communities</i> document may assist in demonstrating compliance with this performance outcome.	Landscaping treatments within any asset protection zone comprise only low threat vegetation, including grassland managed in a minimal fuel condition, maintained lawns, golf courses, maintained public reserves and parklands, vineyards, orchards, cultivated gardens, commercial nurseries, nature strips and windbreaks. Note – Minimal fuel condition means there is insufficient fuel available to	Asset protection zones are not proposed in the Bushfire management plan for the context plan. However, it provides details of the preliminary bushfire hazard setbacks required for residential lots, the school precinct and over 50's lifestyle community precinct. Esplanade roads, linear parks or recreation parks (or a combination of these) will be located between residential lots and hazardous

significantly increase the severity of the

bushfire attack, for example short-

cropped grass to a nominal height of 10

centimetres.

OR

Esplanade roads, linear parks or recreation parks (or a combination of these) will be located between residential lots and hazardous vegetation within and adjoining the site. If topographical constraints prevent this mitigation measure, the residential lots adjoining the

Performance outcomes	Acceptable outcomes	Compliance assessment
	A017.2 Landscaping management within any asset protection zone maintains a: (a) potential available fuel load which is less than eight tonnes/hectare in aggregate; and (b) fuel structure which is discontinuous. Note – The preparation of a landscape management plan undertaken in accordance with the methodology in the QFES <i>Bushfire resilient communities</i> document may assist in demonstrating compliance with this acceptable outcome.	<ul> <li>hazardous vegetation must be of a size which can accommodate the bushfire hazard setback and a building envelope, ie the bushfire hazard setback must not be located within the open space for stormwater management or the open space conservation area.</li> <li>Landscaping within recreation parks, ie neighbourhood, sports and local parks, and linear parks will be designed to establish low fuel hazard areas with discontinuous bushfire fuels. These areas will be maintained by lpswich City Council and it is appropriate to use them for bushfire management plan states that future development applications must not rely on lpswich City Council to maintain vegetation for the purpose of providing a bushfire hazard setback unless the maintenance is within a recreation park, ie neighbourhood, sports and local park, and linear parks.</li> <li>Formal layout details are to be finalised or confirmed during the reconfiguration of lot or material change of use approval phase of assessment. Therefore, the bushfire mitigation measures provided in the bushfire management plan are preliminary and should be reviewed, amended and formally conditioned (if required) during the reconfiguration of lot or material change of use process.</li> </ul>
Section G	•	
	ons of approval require revegetation or r	
P018 Revegetation or rehabilitation areas are designed and managed to ensure they do not result in an unacceptable level of risk or an increase in bushfire intensity level. Note – The undertaking of a bushfire hazard assessment in accordance with the methodology in the QFES <i>Bushfire resilient</i> <i>communities</i> document may assist in demonstrating compliance with this performance outcome.	<ul> <li>AO18.1 <ul> <li>Required revegetation or rehabilitation:</li> <li>(a) is located outside of any asset protection zone; or</li> <li>(b) maintains a potential available fuel load which is less than eight tonnes/hectare in aggregate and fuel structure which is discontinuous.</li> </ul> </li> </ul>	Complies with AO18.1 and AO18.2 Rehabilitation of the open space for stormwater management has been considered in the Bushfire management plan and, where appropriate, bushfire hazard setbacks have been identified where this rehabilitation will result in hazardous vegetation when it reaches a mature state.
	Note – The preparation of a landscape management plan undertaken in accordance with the methodology in the OFES Bushfire resilient communities	The context plan does not propose rehabilitation in the open space conservation area in the southern part of the site.

the QFES *Bushfire resilient communities* document may assist in demonstrating

compliance with acceptable outcome

(b).

Formal layout details are to be finalised or confirmed during the

part of the site.

Performance outcomes	Acceptable outcomes	Compliance assessment
	AO18.2 Revegetation or rehabilitation of areas located within mapped medium, high or very high potential bushfire intensity areas, revegetate and rehabilitate in a manner that maintains or reduces the existing fuel load. OR Revegetation or rehabilitation of areas located within the mapped potential impact buffer area, revegetate and rehabilitate in a manner that maintains or reduces the existing fuel load. Note – The preparation of a vegetation management plan undertaken in accordance with the methodology in the QFES <i>Bushfire resilient communities</i> document may assist in demonstrating compliance with this acceptable outcome.	reconfiguration of lot or material change of use approval phase of assessment. Therefore, the bushfire mitigation measures provided in the bushfire management plan are preliminary and should be reviewed, amended and formally conditioned (if required) during the reconfiguration of lot or material change of use process.

#### Table 6 – Fire trail and working area design parameters

Parameter	Provisions
Width	Contains a width of at least 20 metres including:
	1. A trafficable area (cleared and formed);
	a. with a minimum width of 4 metres than can accommodate a rural firefighting vehicle
	b. with no less than 4.8 metres vertical clearance from canopy vegetation
	c. with no adjacent inhibiting embankments or retaining walls
	2. A working area each side of the trafficable area:
	a. with a minimum width of 3 metres each side
	b. cleared of all flammable vegetation greater than 10 centimetres in height
	3. The balance (i.e. 10 metre width) managed vegetation area:
	a. sited to separate the trafficable area from adjacent mapped medium, high or very high potential
	bushfire intensity areas managed vegetation
	b. comprising managed vegetation clear of major surface hazards.
Access	Access is granted in favour of the local government and Queensland Fire and Emergency Services
	Note – this access is commonly granted in the form of a easement that is to be maintained by the grantor.
Egress	Contains trafficable vehicle routes in to low hazard areas, every 200 metres

# Table 7 – Vulnerable uses, community infrastructure for essential services and materials that are hazardous in the context of bushfire hazard

Group	Uses
Vulnerable uses	childcare centre, community care centre, detention facility, educational establishment,
	hospital, nature-based tourism, relocatable home park, rooming accommodation,
	residential care facility, resort complex, retirement facility, tourist park
Community infrastructure	educational establishment, emergency services, hospital
for essential services	
Hazardous materials in the	Hazardous chemicals that are present at the levels or in the quantities that would
context of bushfire hazard	constitute the use being a hazardous chemical facility
	Hazardous materials that are present in the quantities in the Work Health and Safety
	Regulation, schedule 15

29 November 2023



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Brock Jones Development Manager Residential Development QLD Stockland Developments Pty Ltd brock.jones@stockland.com.au

# Subject: Preliminary bushfire attack level assessment for Providence East ROL 1 at South Ripley Queensland

# 1 Introduction

Land and Environment Consultants Pty Ltd (LEC) was engaged to undertake a preliminary bushfire attack level (**BAL**) assessment for the residential lots within Providence East ROL 1 at South Ripley (**the site**), properly described as part of lot 7053/SP313706, part of lot 110/SP317774 and lot 112/M3174. The reconfiguration plan for Providence East ROL 1 is provided in Appendix 1.

The preliminary BAL ratings identified in this letter assumes the land on the north side of the new Barrams Road reserve will be cleared of vegetation for future residential subdivisions.

The site is identified as a bushfire hazard area by the Queensland State Planning Policy *Bushfire prone area map*. As a result, it is a 'designated bushfire prone area' under Section 7 of the Queensland *Building Regulation 2021*. Therefore, provisions of the *Building Code of Australia* (ABCB 2022) (**BCA**) and the *Queensland Development Code* (QG 2021) (**QDC**) that apply to a designated bushfire prone area will apply to any building assessment work for residential dwellings within Providence East ROL 1.

Residential dwellings that will be constructed within Providence East ROL 1 are BCA class 1a buildings. Compliance with the BCA and QDC requires BCA class 1a buildings, which are located within a designated bushfire prone area, to be designed and constructed in accordance with the BAL construction standards in the *Australian Standard* (AS 3959-2018) *Construction of buildings in bushfire prone areas* to reduce the risk of ignition from bushfire.

This report provides a preliminary BAL assessment for the residential lots within Providence East ROL 1 and identifies sections of AS 3959-2018 which are relevant to the design and construction of residential dwellings within the residential lots.

# 2 Hazardous vegetation and radiant heat exposure modelling

LEC prepared a bushfire management plan (LEC 2023) (**BMP**) for Providence East ROL 1. The BMP identifies the restored vegetation within the central waterway corridor and vegetation adjoining the southern boundary of the site as hazardous vegetation and the likely source of bushfire attack. The radiant heat exposure models for these bushfire attack scenarios were prepared for the BMP and are

provided in Appendix 2. They have been used in this report to assign the preliminary BAL ratings to the residential lots within Providence East ROL 1.

Where linear parks adjoin the boundary of residential lots, ie lots 5009, 5010, 5011, 5012, 5013, 5014, 5015, 5016, 5017, 5018, 5019, 5020, 5021, 5437, 5438 and 5439, it is understood the landscaping within the linear park will be designed to provide non-classified vegetation in accordance with the low threat vegetation exclusion criteria in clause 2.2.3.2 (f) of AS 3959-2018. Elsewhere, the linear parks are not relied upon as a bushfire setback.

# **3** Bushfire attack level assessment

AS 3959-2018 sets out requirements for the construction of buildings in bushfire prone areas to improve their safety when they are subjected to burning debris, radiant heat or flame contact generated from a bushfire.

BALs are 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/metre  $(\mathbf{m})^2$ , and are the basis for establishing requirements for construction to improve the protection of building elements to attack by bushfire.

The radiant heat exposure models in Appendix 2 identify the separation distances required from classified vegetation to achieve BAL ratings. These separation distances are summarised in Table 1 and are shown as BAL contours in Figures 1-4.

Table 1	BAL s	eparation	distances
---------	-------	-----------	-----------

	9	Separation distances to	o achieve BAL rating	s (m)	
Bushfire attack scenario	> BAL-29	BAL-29	BAL-19	BAL-12.5	BAL-Low
B1	< 17.7	17.7 - < 25.7	25.7 - < 35.8	35.8 - < 100	100+
E2	< 7.6	7.6 - < 11.3	11.3 - < 16.6	16.6 - < 100	100+

The preliminary BAL rating of residential lots in Providence East ROL 1 are specified in Table 2 and are based on the BAL contours shown in Figures 1-4.

#### Table 2 Preliminary BAL rating of lots

	BAL-29	BAL-19	BAL-12.5	BAL-Low
Lot number	5009 <sup>1</sup> , 5010 <sup>1</sup> , 5011 <sup>1</sup> ,	5397 <sup>1</sup> , 5420 <sup>1</sup> , 5421 <sup>1</sup> ,	5003, 5004, 5005,	All other lots are
	5012 <sup>1</sup> , 5013 <sup>1</sup> , 5014 <sup>1</sup> ,	5422 <sup>1</sup> , 5423 <sup>1</sup> , 5424 <sup>1</sup> ,	5006, 5007, 5008,	BAL-Low.
	5015 <sup>1</sup> , 5016 <sup>1</sup> , 5017 <sup>1</sup> ,	5425 <sup>1</sup> , 5426 <sup>1</sup> , 5427 <sup>1</sup> ,	5022 <sup>1</sup> , 5023, 5024,	Disease mater lat 5420
	5018 <sup>1</sup> , 5019 <sup>1</sup> , 5020 <sup>1</sup> ,	5428 <sup>1</sup> , 5429 <sup>1</sup> , 5430 <sup>1</sup> ,	5025, 5026, 5027,	Please note, lot 5436
	5021 <sup>1</sup> , 5437 <sup>1</sup> , 5438 <sup>1</sup> ,	5431 <sup>1</sup> , 5432 <sup>1</sup> , 5433 <sup>1</sup> ,	5028, 5029, 5030,	does not exist.
	5439 <sup>1</sup> , 5522 <sup>1</sup> , 5523 <sup>1</sup> ,	5434 <sup>1</sup> , 5520, 5521,	5031, 5032, 5033,	
	5524 <sup>1</sup> , 5525 <sup>1</sup> , 5526 <sup>1</sup> ,	5534, 5535, 5536,	5034, 5040¹, 5041,	
	5527 <sup>1</sup> , 5528 <sup>1</sup> , 5529 <sup>1</sup> ,	5537, 5538 and 5539.	5042, 5043, 5044,	
	5530 <sup>1</sup> , 5531 <sup>1</sup> , 5532 <sup>1</sup>		5045, 5046, 5047,	
	and 5533 <sup>1</sup> .		5338 <sup>1</sup> , 5339, 5340,	
			5341, 5342, 5343,	
			5344, 5345, 5346,	
			5347, 5348, 5349,	
			5350, 5351, 5363,	
			5364, 5365, 5366,	
			5367, 5368, 5369,	
			5370, 5371, 5372,	
			5373, 5374, 5375,	
			5376, 5377, 5378,	
			5385, 5386, 5387,	
			5388, 5389, 5390,	

BAL-29	BAL-19	BAL-12.5	BAL-Low
		5391, 5392, 5393,	
		5394, 5395, 5396,	
		5398, 5399, 5400,	
		5401, 5402, 5403,	
		5404, 5405, 5406,	
		5407, 5408, 5409,	
		5410, 5411, 5412,	
		5413, 5414, 5415,	
		5416, 5417, 5418,	
		5419, 5435, 5440,	
		5441, 5442, 5443,	
		5444, 5445, 5446,	
		5447, 5448, 5449,	
		5470, 5471, 5472,	
		5473, 5474, 5475,	
		5476, 5477, 5478,	
		5479, 5480, 5481,	
		5482, 5483, 5484 <sup>1</sup>	L ,
		5490 <sup>1</sup> , 5496, 5497	',
		5498, 5499, 5500,	
		5501, 5502, 5503,	
		5504, 5505, 5506,	
		5507, 5508, 5509,	
		5510, 5511, 5512,	
		5513, 5514, 5515,	
		5516, 5517, 5518,	
		5519, 5540, 5541,	
		5542, 5560 <sup>1</sup> , 5561	•,
		5562, 5563, 5564,	
		5565, 5583, 5584,	
		5585, 5586, 5587,	
		5588.	

 Table 2 Preliminary BAL rating of lots

Note 1 Micro-siting the residential dwelling within the lot could result in the BAL rating being reduced to the next lowest BAL rating.

# **4 BAL construction requirements**

Residential dwellings must be constructed in accordance with the relevant BAL requirements of AS 3959-2018. The sections of AS 3959-2018 which are relevant to the design and construction of residential dwellings within the residential lots are specified in Table 3.

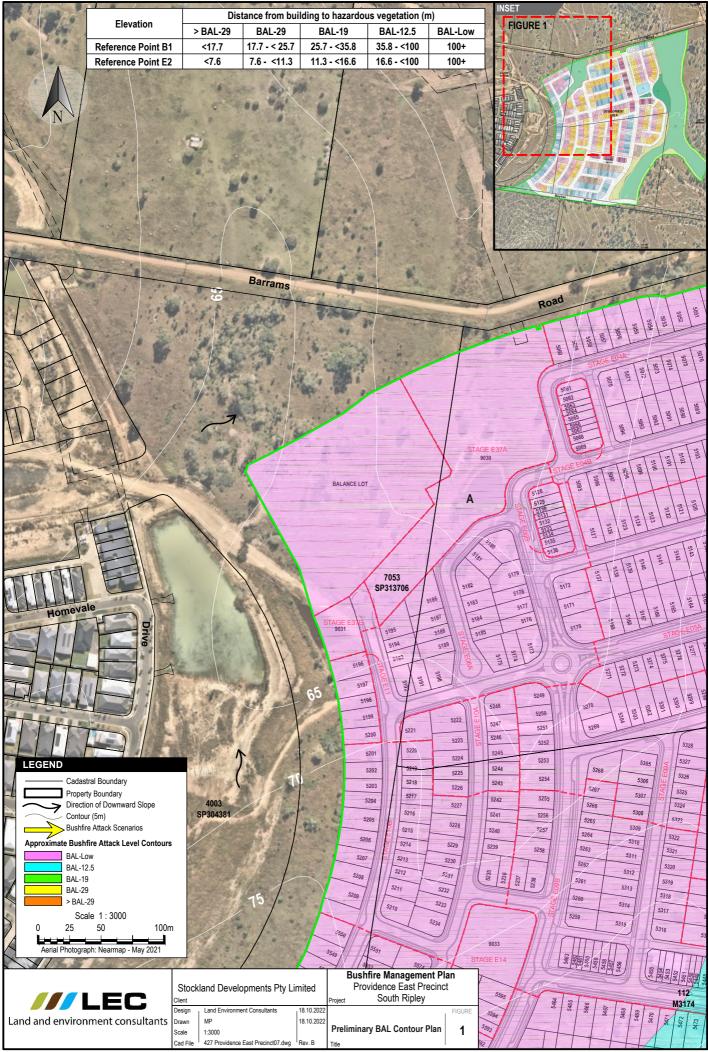
<b>Table 3 BAL construction requireme</b>
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Lot number	BAL rating	AS 3959-2018 construction sections
5009 <sup>1</sup> , 5010 <sup>1</sup> , 5011 <sup>1</sup> , 5012 <sup>1</sup> , 5013 <sup>1</sup> , 5014 <sup>1</sup> , 5015 <sup>1</sup> , 5016 <sup>1</sup> , 5017 <sup>1</sup> , 5018 <sup>1</sup> , 5019 <sup>1</sup> , 5020 <sup>1</sup> , 5021 <sup>1</sup> , 5437 <sup>1</sup> , 5438 <sup>1</sup> , 5439 <sup>1</sup> , 5522 <sup>1</sup> , 5523 <sup>1</sup> , 5524 <sup>1</sup> , 5525 <sup>1</sup> , 5526 <sup>1</sup> , 5527 <sup>1</sup> , 5528 <sup>1</sup> , 5529 <sup>1</sup> , 5530 <sup>1</sup> , 5531 <sup>1</sup> , 5532 <sup>1</sup> , 5533 <sup>1</sup> .	BAL-29	Sections 3 and 7.
5397 <sup>1</sup> , 5420 <sup>1</sup> , 5421 <sup>1</sup> , 5422 <sup>1</sup> , 5423 <sup>1</sup> , 5424 <sup>1</sup> , 5425 <sup>1</sup> , 5426 <sup>1</sup> , 5427 <sup>1</sup> , 5428 <sup>1</sup> , 5429 <sup>1</sup> , 5430 <sup>1</sup> , 5431 <sup>1</sup> , 5432 <sup>1</sup> , 5433 <sup>1</sup> , 5434 <sup>1</sup> , 5520, 5521, 5534, 5535, 5536, 5537, 5538, 5539.	BAL-19	Sections 3 and 6.
5003, 5004, 5005, 5006, 5007, 5008, 5022 <sup>1</sup> , 5023, 5024, 5025, 5026, 5027, 5028, 5029, 5030, 5031, 5032, 5033, 5034, 5040 <sup>1</sup> , 5041, 5042, 5043, 5044,	BAL-12.5	Sections 3 and 5.

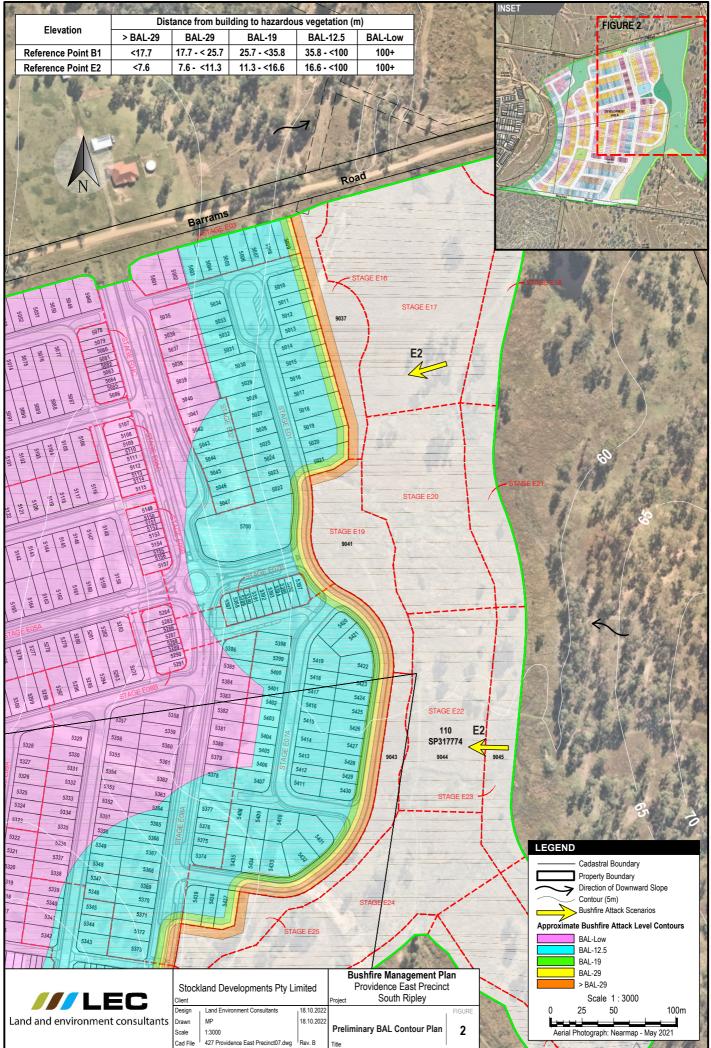
## Table 3 BAL construction requirements

Lot number	BAL rating	AS 3959-2018 construction sections
5045, 5046, 5047, 5338 <sup>1</sup> , 5339, 5340,		
5341, 5342, 5343, 5344, 5345, 5346,		
5347, 5348, 5349, 5350, 5351, 5363,		
5364, 5365, 5366, 5367, 5368, 5369,		
5370, 5371, 5372, 5373, 5374, 5375,		
5376, 5377, 5378, 5385, 5386, 5387,		
5388, 5389, 5390, 5391, 5392, 5393,		
5394, 5395, 5396, 5398, 5399, 5400,		
5401, 5402, 5403, 5404, 5405, 5406,		
5407, 5408, 5409, 5410, 5411, 5412,		
5413, 5414, 5415, 5416, 5417, 5418,		
5419, 5435, 5440, 5441, 5442, 5443,		
5444, 5445, 5446, 5447, 5448, 5449,		
5470, 5471, 5472, 5473, 5474, 5475,		
5476, 5477, 5478, 5479, 5480, 5481,		
5482, 5483, 5484 <sup>1</sup> , 5490 <sup>1</sup> , 5496, 5497,		
5498, 5499, 5500, 5501, 5502, 5503,		
5504, 5505, 5506, 5507, 5508, 5509,		
5510, 5511, 5512, 5513, 5514, 5515,		
5516, 5517, 5518, 5519, 5540, 5541,		
5542, 5560 <sup>1</sup> , 5561, 5562, 5563, 5564,		
5565, 5583, 5584, 5585, 5586, 5587,		
5588.		
All other lots.	BAL-Low	Section 4 – there is insufficient risk to
Please note, lot 5436 does not exist.		warrant specific construction requirements.

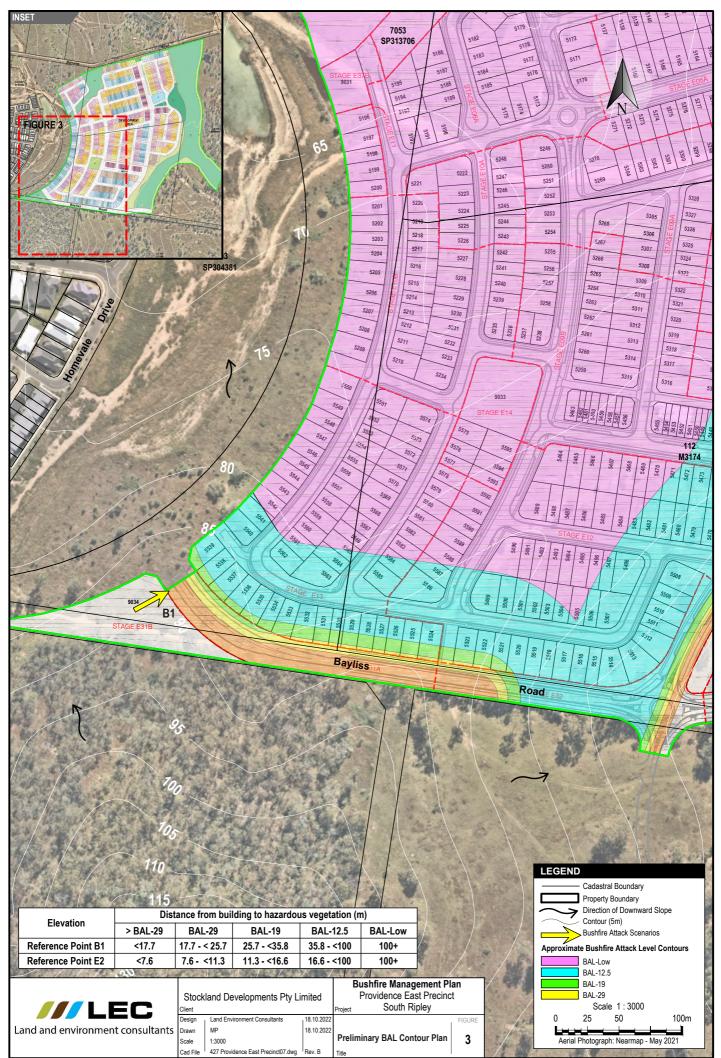
Note 1 Micro-siting the residential dwelling within the lot could result in the BAL rating being reduced to the next lowest BAL rating.



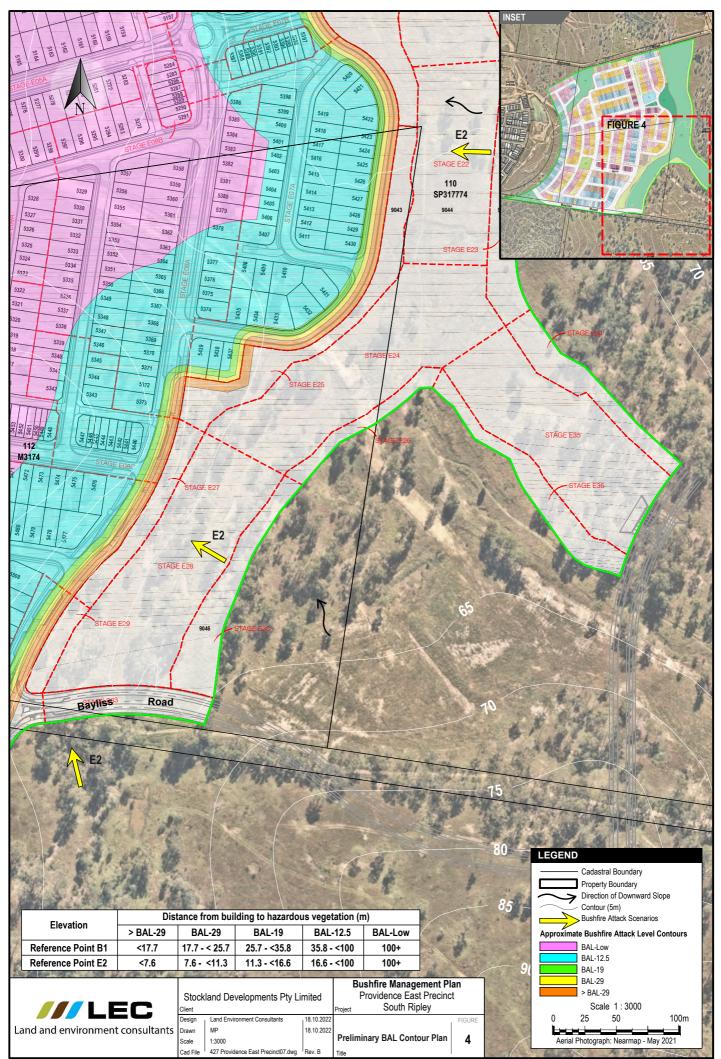
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# 5 Closing

This report provides a preliminary BAL assessment for the residential lots within Providence East ROL 1 and identifies sections of AS 3959-2018 which are relevant to the design and construction of residential dwellings within the residential lots.

Changes to the linear park and stormwater management area could affect the preliminary BAL ratings identified in this report. Therefore, it is recommended that the preliminary BAL ratings are reviewed and finalised upon receipt of the operational works permit for the linear park and stormwater management area.

Please contact the undersigned if there are any questions or queries in relation to this report.

Yours sincerely,

K. Janssen.

Robert Janssen Managing principal Land and Environment Consultants 07 2112 5692 rjanssen@landeconsultants.com.au

#### Disclaimer

Notwithstanding the precautions adopted in this report, it should always be remembered that bushfires burn under a range of conditions. An element of risk, no matter how small always remains, and although AS 3959-2018 is designed to improve the performance of such buildings, there can be no guarantee, because of the variable nature of bushfires, that any building will withstand bushfire attack on every occasion.

It should be noted that upon lodgement of a development proposal, State Government, council and/or the fire service may recommend additional construction requirements.

Although every care has been taken in the preparation of this report, Land and Environment Consultants Pty Ltd accept no responsibility resulting from the use of the information in this report.

# References

Australian Building Codes Board (ABCB) 2022a, National Construction Code Series, Building Code of Australia Class 1 and Class 10 Buildings, Volume 2, Australian Government and States and Territories of Australia, May 2023

Land and Environment Consultants (LEC) 2023, *Bushfire management plan – Providence East – Stage 1 - South Ripley*, Prepared for Stockland Development Pty Ltd, 28 April 2023

Queensland Government (QG) 2021, *Queensland Development Code*, accessed online at <u>https://www.business.qld.gov.au/industries/building-property-development/building-</u> construction/laws-codes-standards/queensland-development-code, last updated March 2021

Standards Australia Limited (Standards Australia) 2018, Australian Standard 3959-2018 Construction of buildings in bushfire prone areas, Fourth edition, November 2018

Appendix 1 Reconfiguration plan





Copyright by Urbis Pty Ltd. This drawing or parts thereof may not be reproduced for any purpose or used for another project without the consent of Urbis. Cadastral boundaries, areas and dimensions are approximate only. Written figured dimensions shall take preference to scaled dimensions.

## LEGEND

Application Boundary
 Stage Boundary
 Shifting Boundary (requires further investigation)
Sales Office
Neighbourhood Recreation Park
Local Recreation Park
Local Linear Park
Stormwater / Detention

1:2000 @ A3 0 20 40 60 80 100



DATE: 14.11.2023 JOB NO: P0026847 DWG NO: STG-01

Appendix 2 Radiant heat exposure models

## Bushfire attack from assessment reference point B1

- Forest fire danger index 58
- Vegetation VHC 10.1 Spotted gum dominated open forests
- Total fuel load 30.8 t/ha<sup>2</sup>
- Understorey fuel load 20.8 t/ha<sup>1</sup>
- Slope 4° down slope
- Site slope 0° slope
- Flame width 100 m



Calculated February 25, 2022, 3:05 pm (MDc v.4.9) J21130 Minimum Distance Calculator - AS3959-2018 (Method 2)					
Fire Danger Index	58	Rate of spread	1.9 km/h		
Vegetation classification	Forest	Flame length	16.09 m		
Understorey fuel load	20.8 t/ha	Flame angle	52 °, 62 °, 70 °, 74 °, 76 ° & 82 °		
Total fuel load	30.8 t/ha	Elevation of receiver	6.34 m, 7.1 m, 7.56 m, 7.73 m, 7.8 m & 7.97 m		
Vegetation height	n/a	Fire intensity	30,359 kW/m		
Effective slope	4 °	Transmissivity	0.87, 0.849, 0.822, 0.796, 0.783 & 0.723		
Site slope	0 °	Viewfactor	0.6036, 0.4477, 0.3023, 0.2057, 0.1677 & 0.0453		
Flame width	100 m	Minimum distance to < 40 kW/m <sup>2</sup>	13.2 m		
Windspeed	n/a	Minimum distance to < 29 kW/m <sup>2</sup>	17.7 m		
Heat of combustion	18,600 kJ/kg	Minimum distance to < 19 kW/m²	25.7 m		
Flame temperature	1,090 K	Minimum distance to < 12.5 kW/m <sup>2</sup>	35.8 m		
		Minimum distance to < 10 kW/m <sup>2</sup>	42.1 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

## Bushfire attack from assessment reference point E2

- Forest fire danger index 58
- Vegetation VHC 16.2 Eucalyptus dominated woodland on drainage lines and alluvial plains
- Understorey fuel load 11.6 t/ha<sup>1</sup>
- Total fuel load 11.6 t/ha<sup>2</sup>
- Effective slope 0° slope
- Site slope 0° slope
- Flame width 80 m (general width of vegetation corridor)

Note The corridor of vegetation at assessment reference point E2 would be insufficient in width to generate a full intensity fire involving canopy fuels. Therefore, total fuel load is set the same value as understorey fuel load.



Calculated April 17, 2023, 11:50 am (MDc v.4.9) J21130 Minimum Distance Calculator - AS3959-2018 (Method 2)

Minimum Distance Calculator - AS3959-2018 (Method 2)				
Inputs		Outputs		
Fire Danger Index	58	Rate of spread	0.8 km/h	
Vegetation classification	Woodland	Flame length	6.63 m	
Understorey fuel load	11.6 t/ha	Flame angle	54 °, 64 °, 73 °, 78 °, 80 ° & 85 °	
Total fuel load	11.6 t/ha	Elevation of receiver	2.68 m, 2.98 m, 3.17 m, 3.24 m, 3.26 m & 3.3 m	
Vegetation height	n/a	Fire intensity	4,838 kW/m	
Effective slope	0 °	Transmissivity	0.888, 0.878, 0.862, 0.843, 0.832 & 0.762	
Site slope	0 °	Viewfactor	0.5821, 0.4303, 0.2891, 0.1941, 0.1579 & 0.043	
Flame width	80 m	Minimum distance to < 40 kW/m <sup>2</sup>	5.6 m	
Windspeed	n/a	Minimum distance to < 29 kW/m <sup>2</sup>	7.6 m	
Heat of combustion	18,600 kJ/kg	Minimum distance to < 19 kW/m <sup>2</sup>	11.3 m	
Flame temperature	1,090 K	Minimum distance to < 12.5 kW/m <sup>2</sup>	16.6 m	
		Minimum distance to < 10 kW/m <sup>2</sup>	20.2 m	

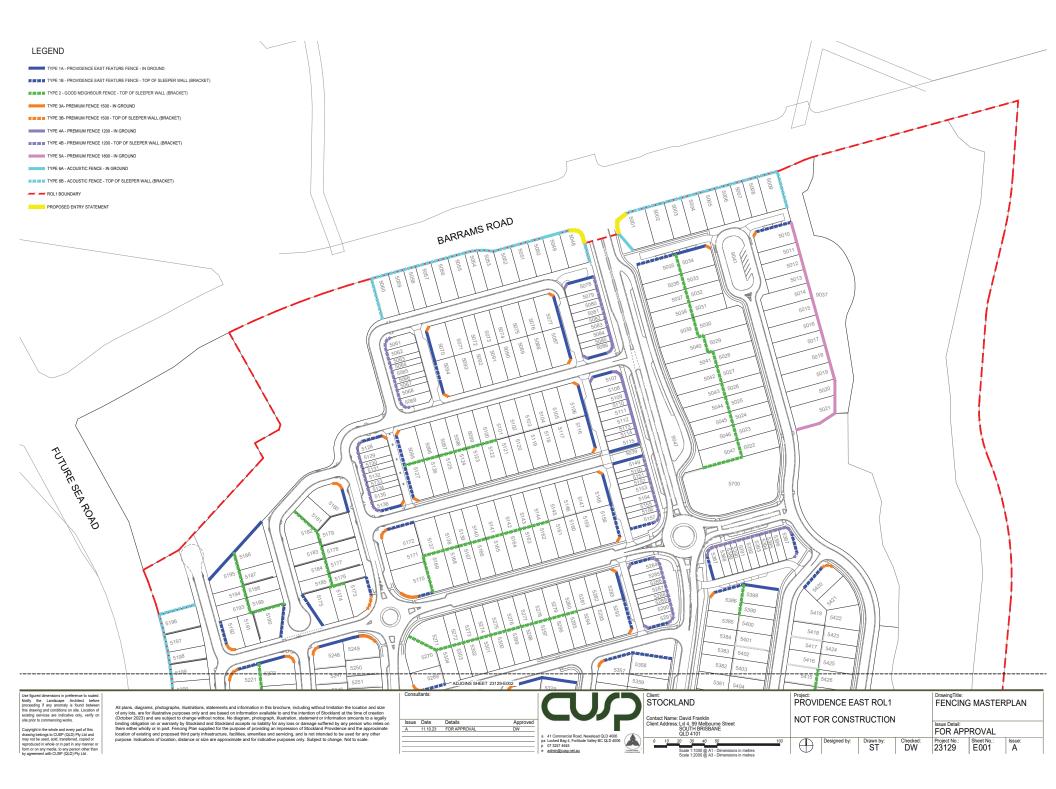
Rate of Spread - Mcarthur, 1973 & Noble et al., 1980

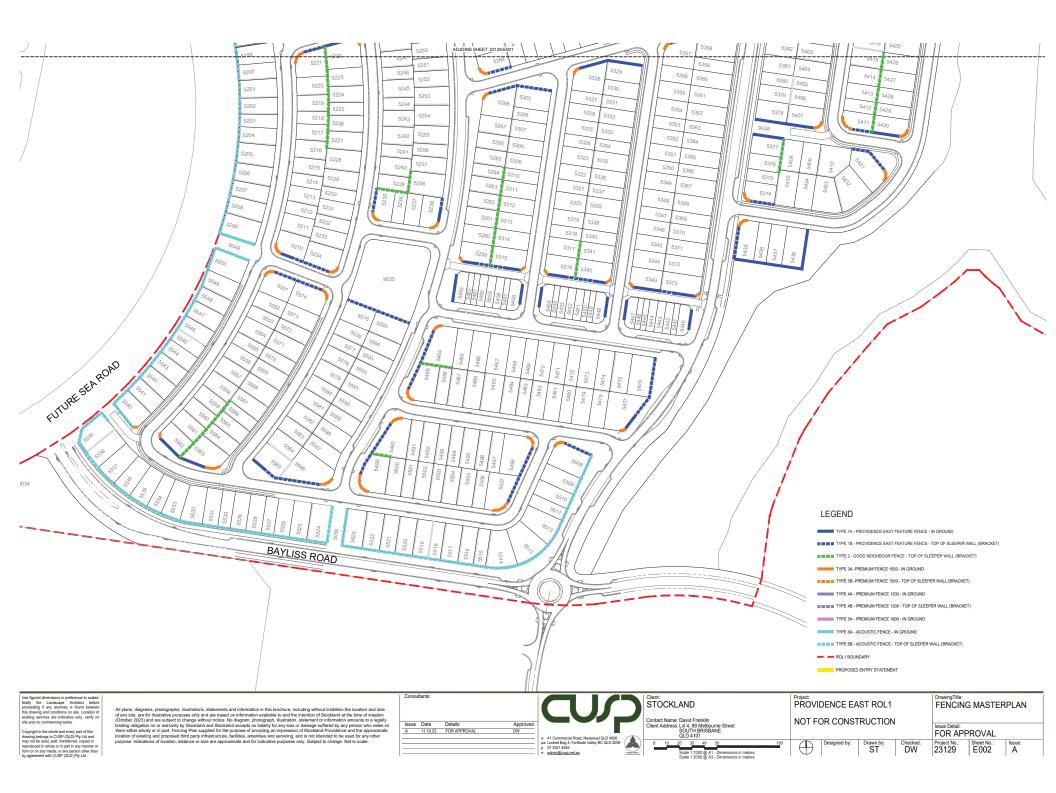
Flame length - NSW Rural Fire Service, 2001 & Noble et al., 1980

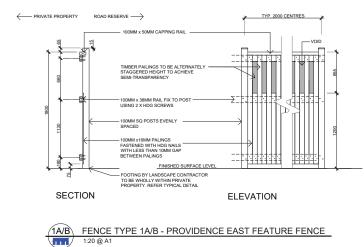
Elevation of receiver - Douglas & Tan, 2005

Flame angle - Douglas & Tan, 2005

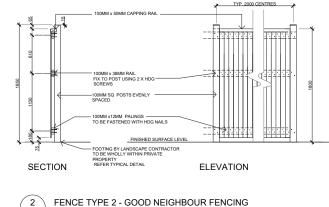
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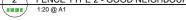








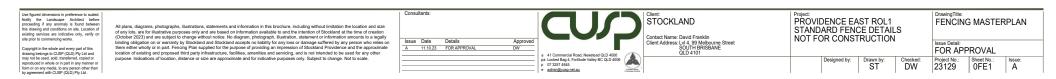


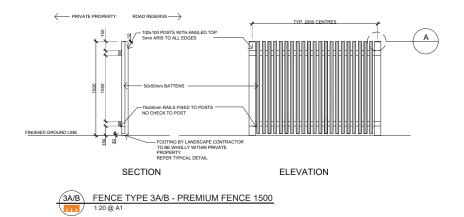


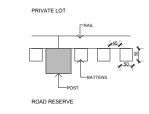
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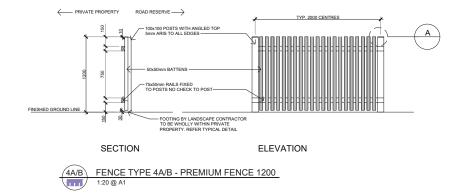






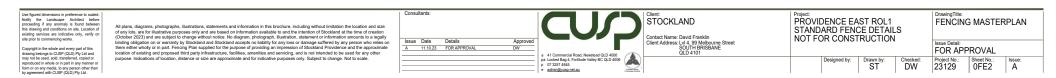


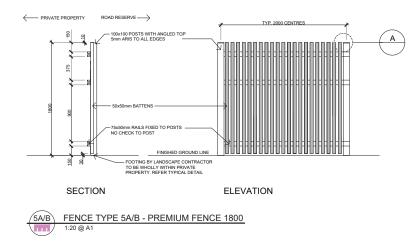


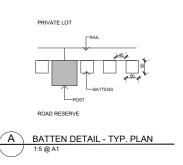


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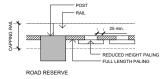
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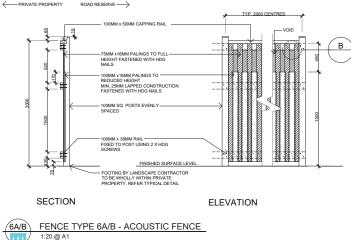


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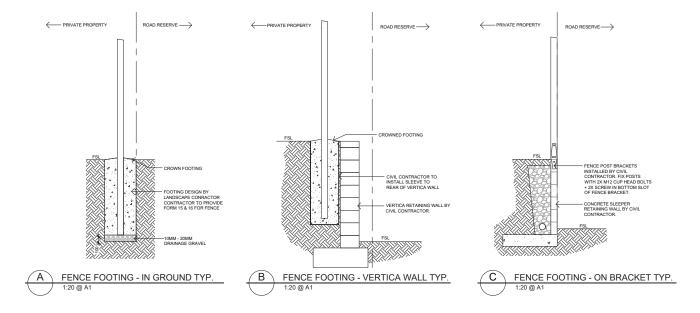
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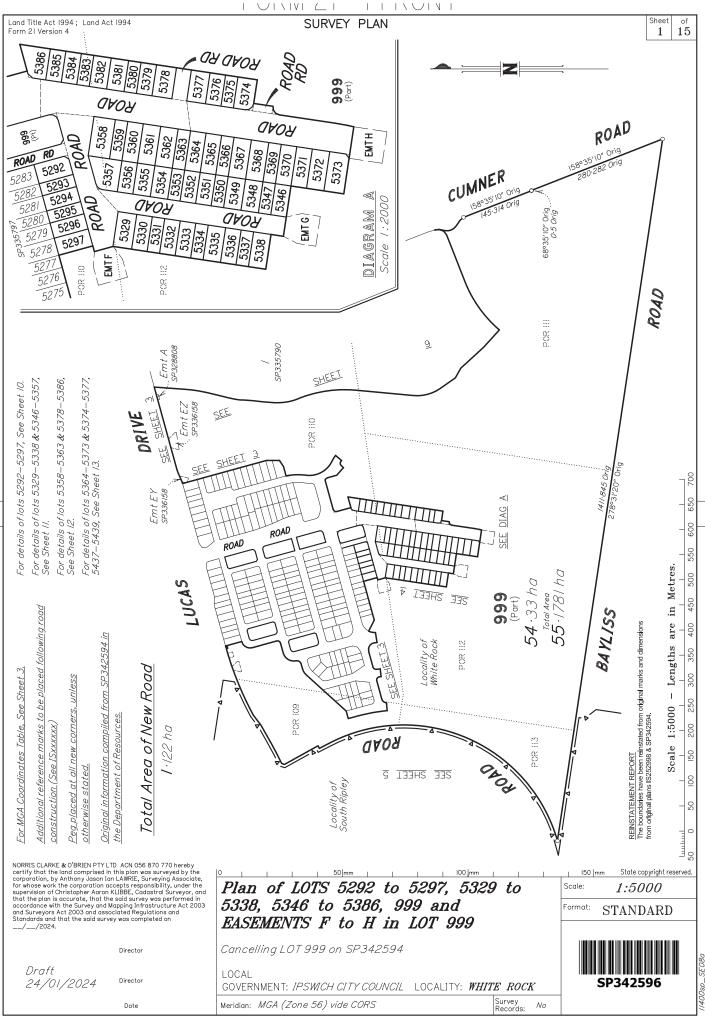


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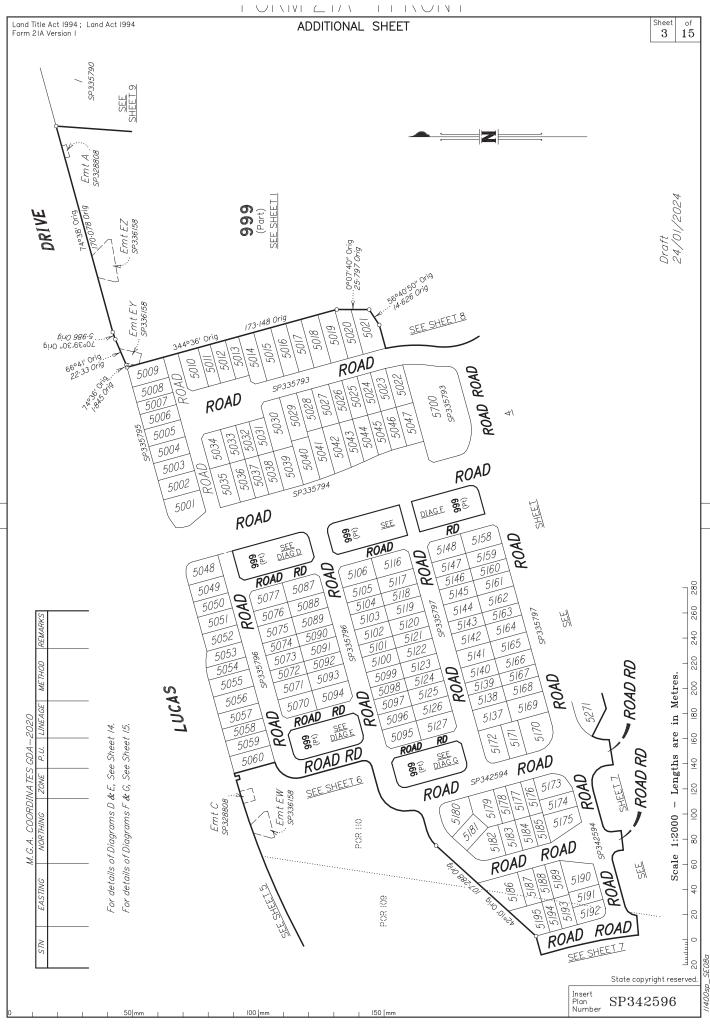
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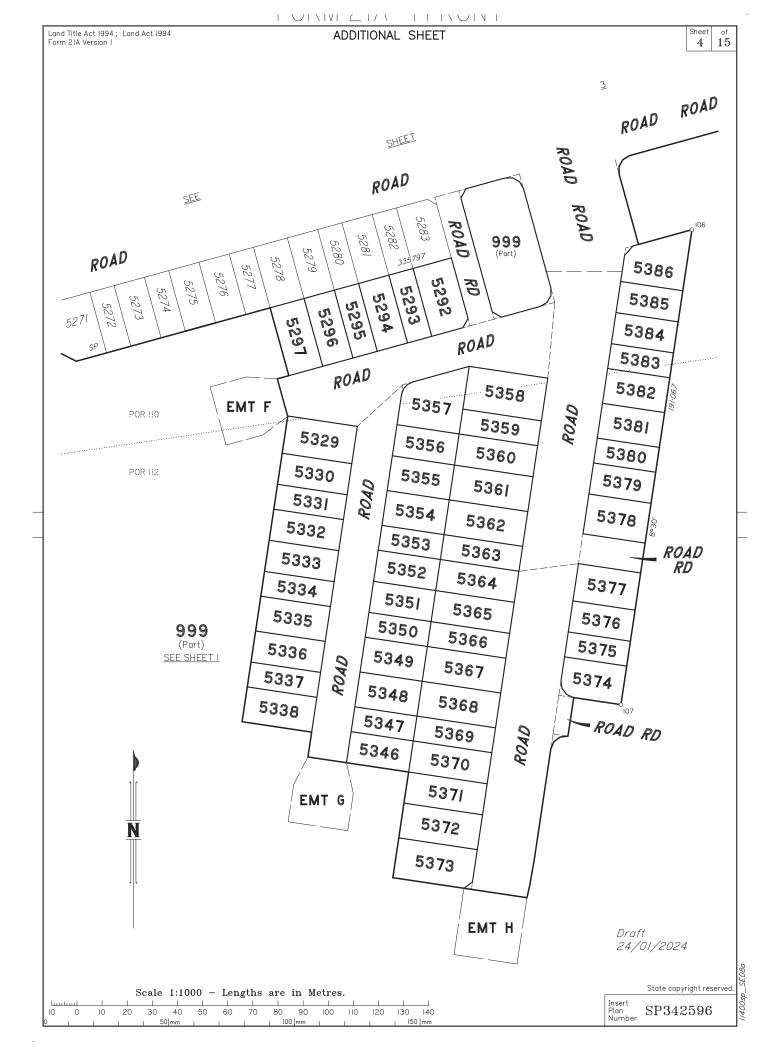


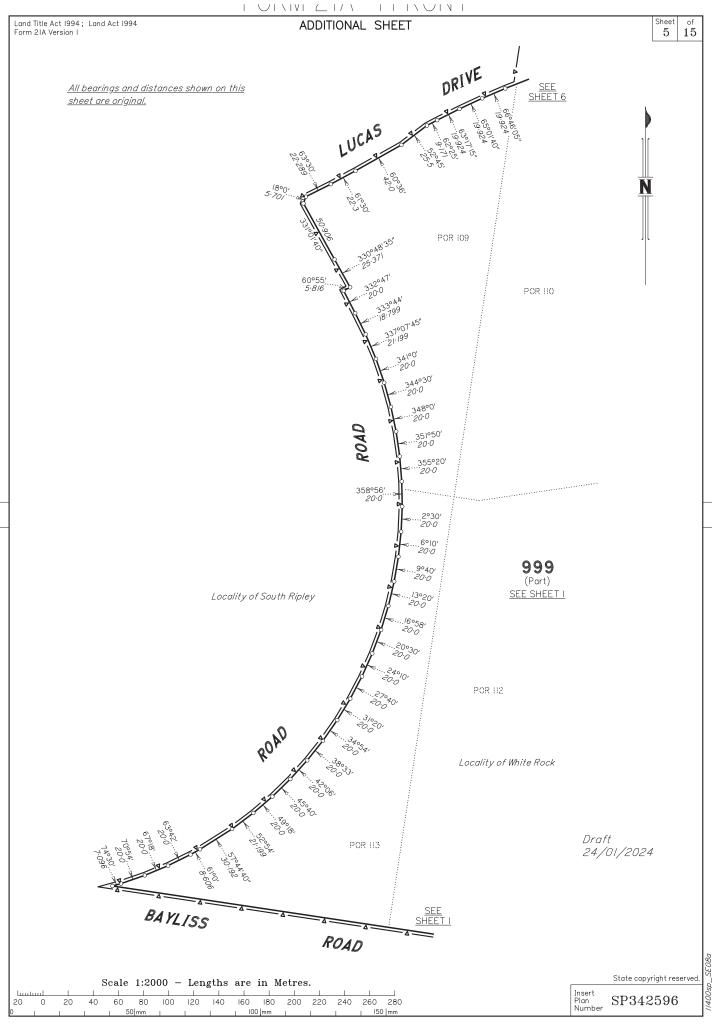
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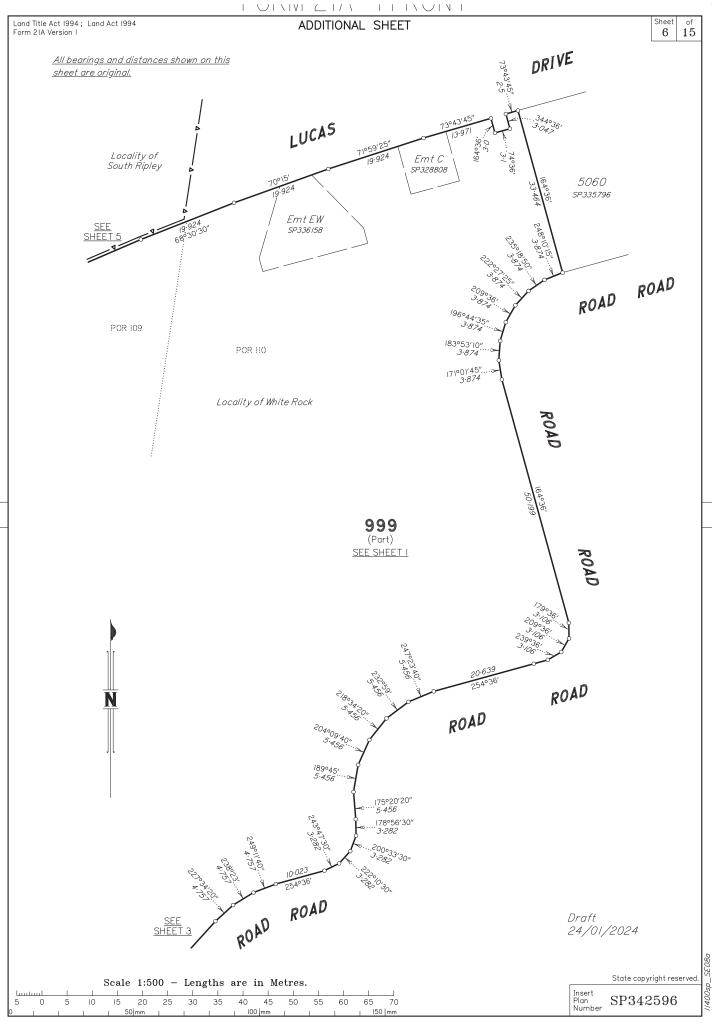
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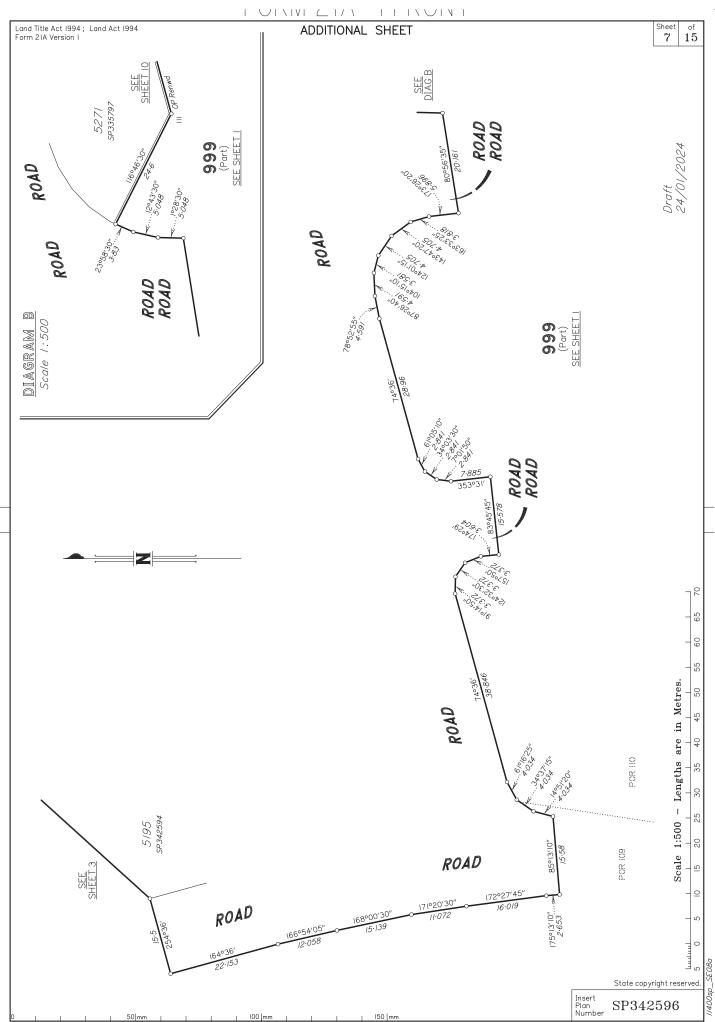
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l.	Exis	sting		eated			
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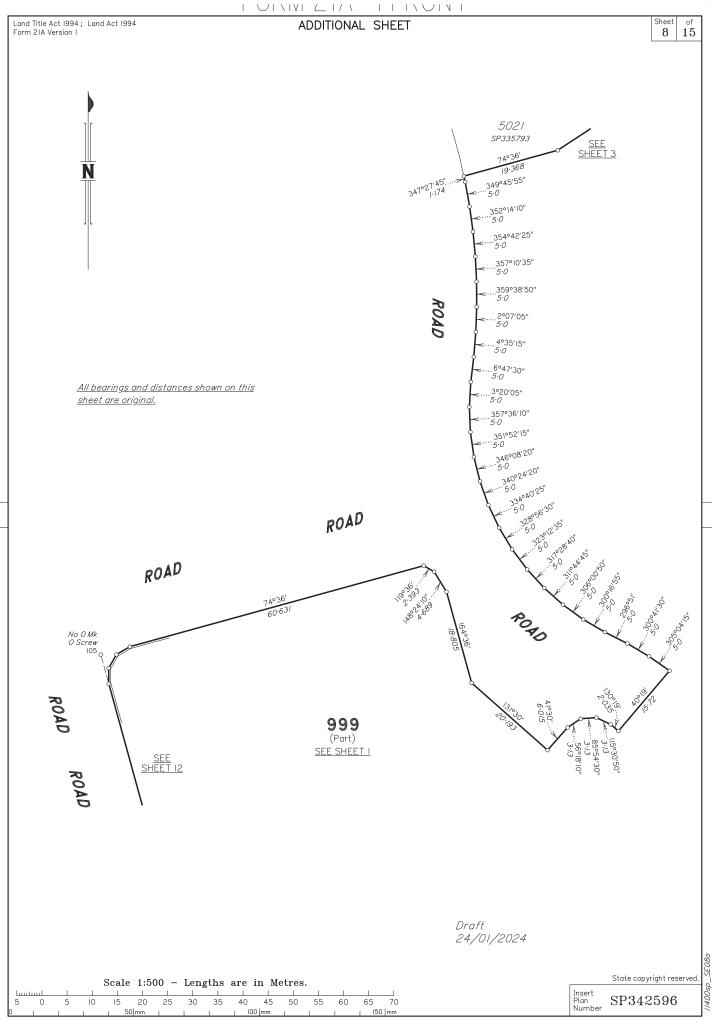




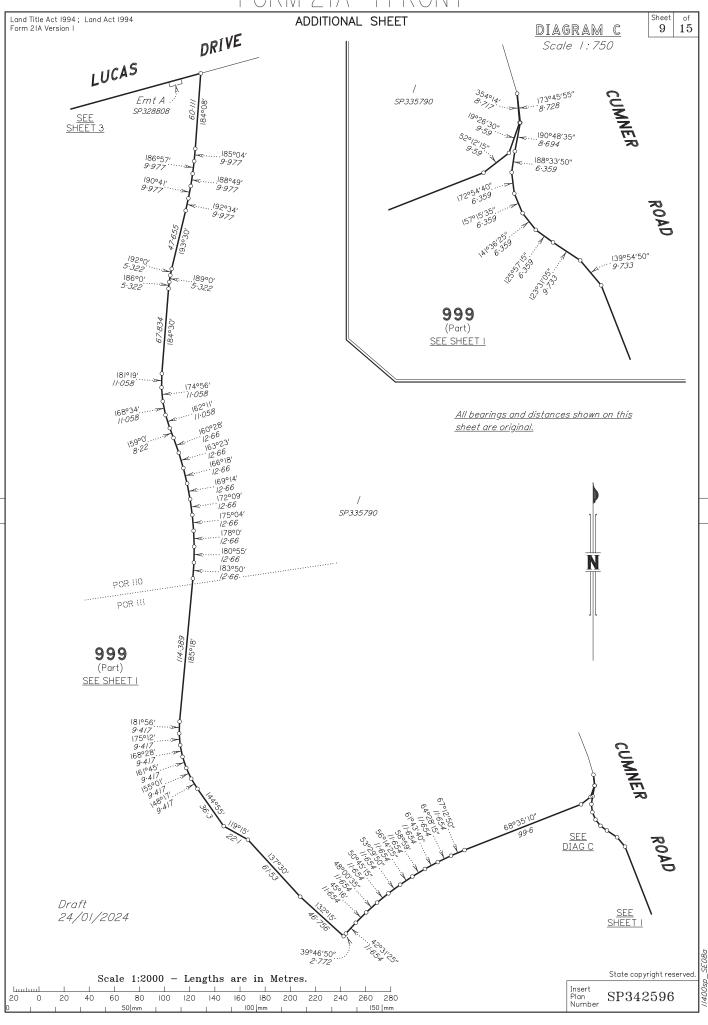


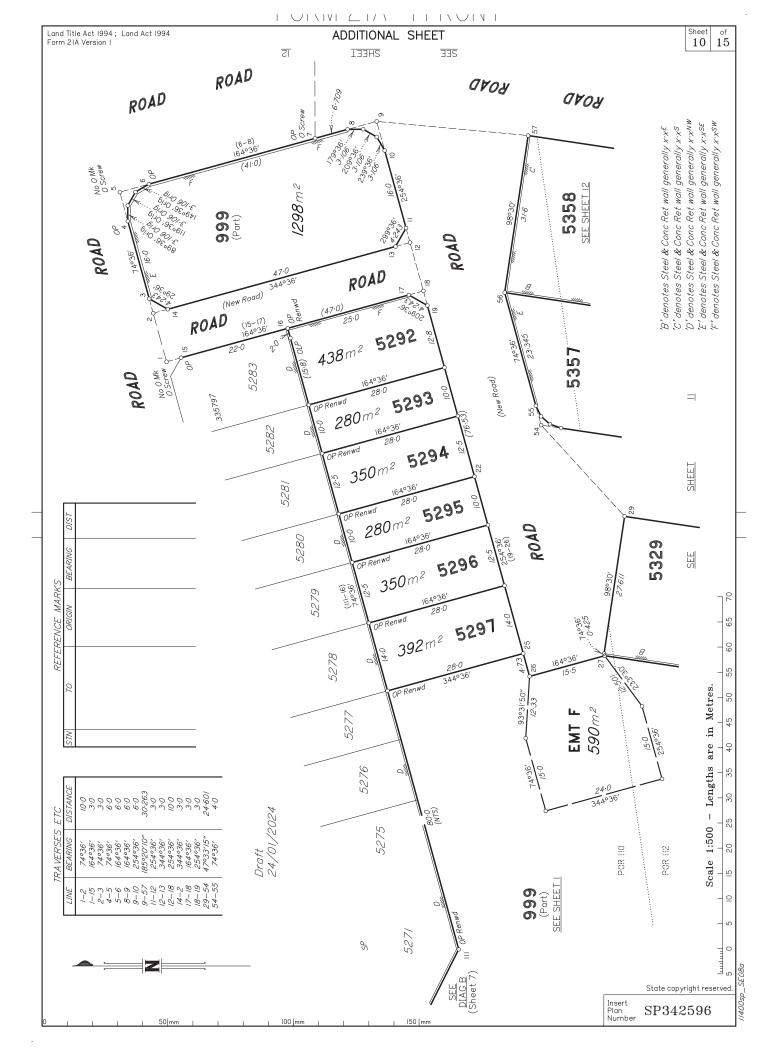




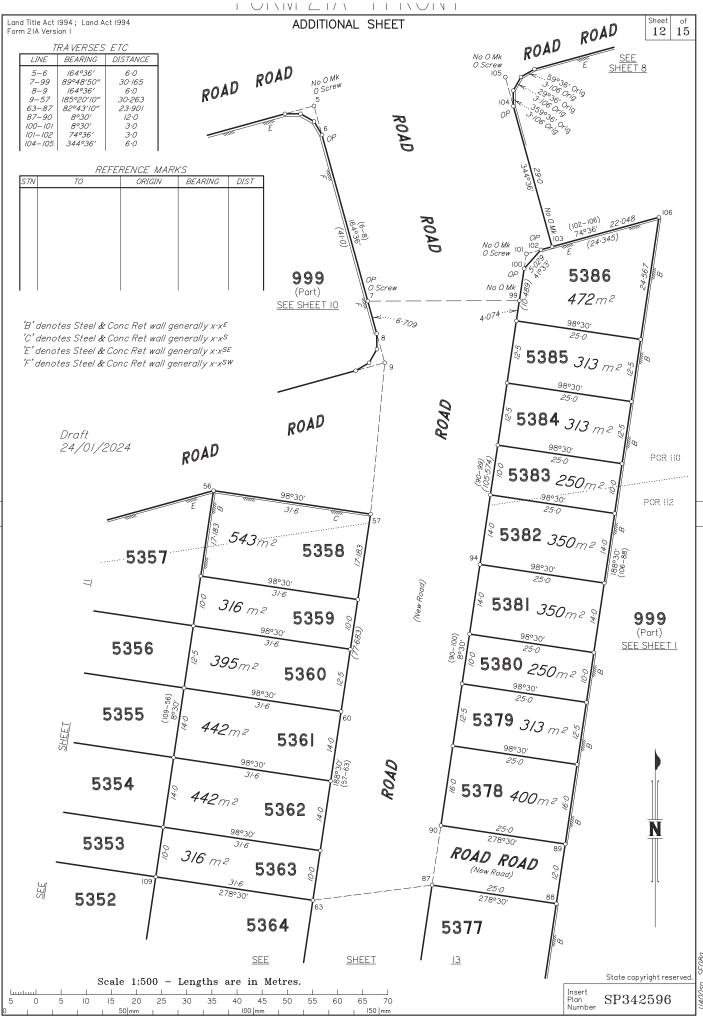




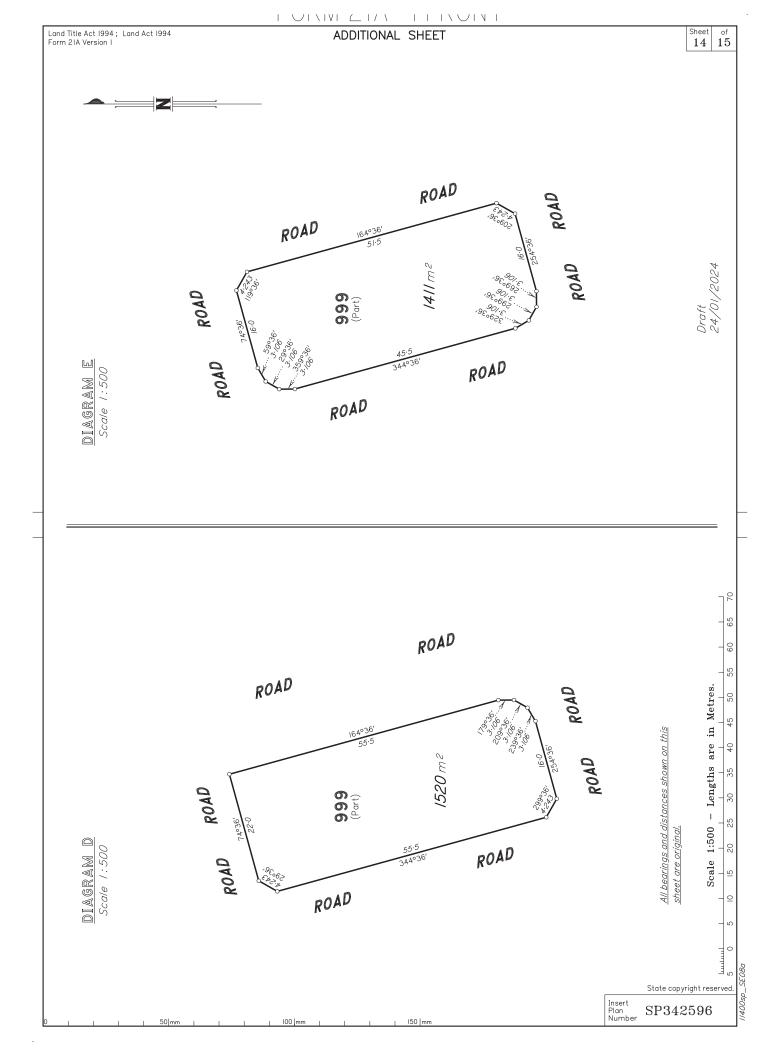


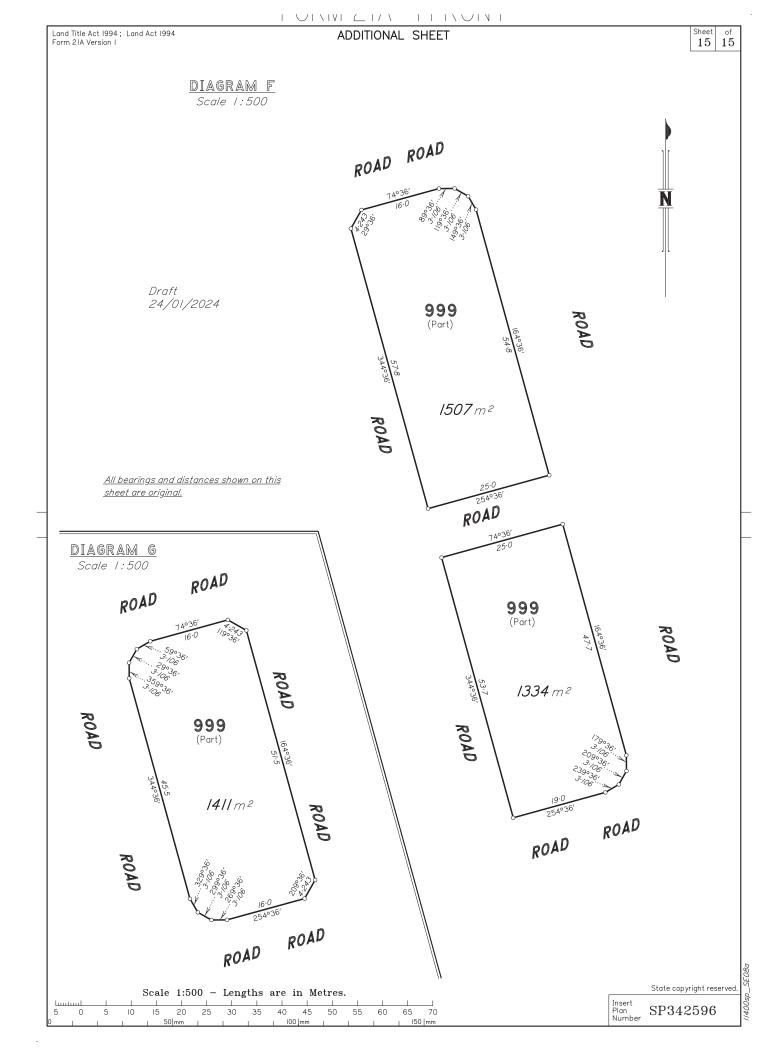












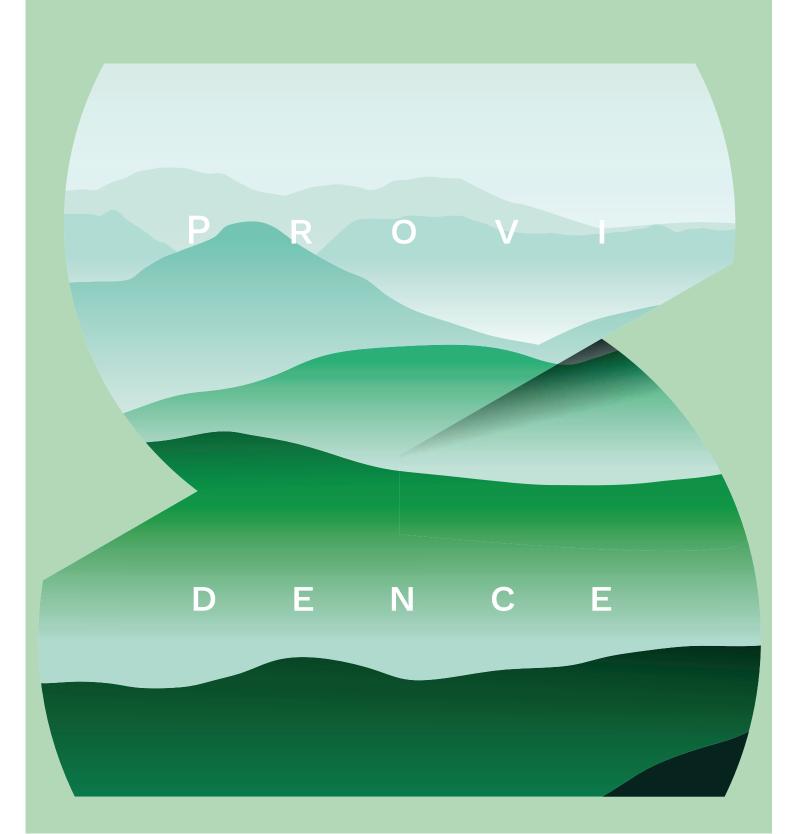


## Annexure D – Design Essentials





### P R O V I D E N C E A S T



## Design Essentials



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Design approval	5
The Design Essentials	6
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02 The style of your home	8
03 How your home addresses the street	9
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Landscaping \$1,000 bond	30





## The community vision

#### The vision for Stockland Providence

Providence is a masterplanned community located in the heart of the Ripley Valley in South East Queensland. Surrounded by nature, Providence enjoys a position that boasts plenty of space to grow while still being close to it all. Nearby hubs Ipswich City and Springfield are only 15km\* away and the bright lights of Brisbane just a 43km\* drive.

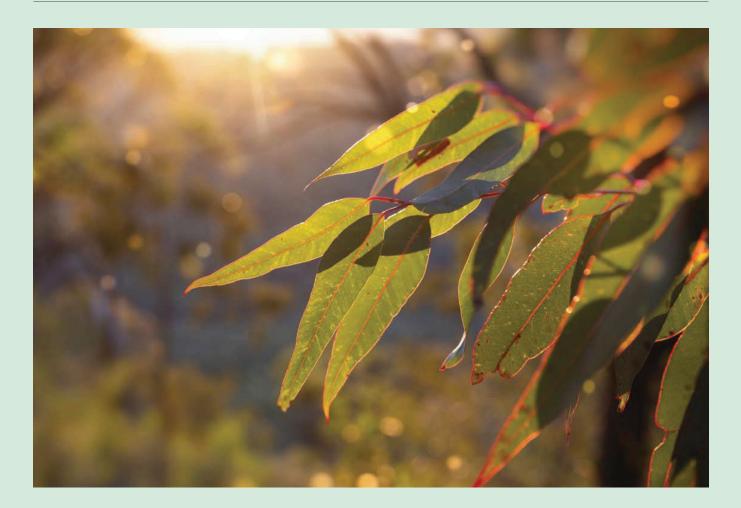
With a range of amenities already accessible, including two established schools, you'll discover that Providence is a warm-spirited, fast-growing, welcoming place with a strong sense of community. Providence also provides a wide range of market-leading housing choices in a variety of community settings.

The Design Essentials outlined in this document allow the implementation of key design principles to deliver a strong sense of place and community.

Providence provides an incomparable range of lifestyle choices, providing an outstanding place set in the signature landscape with memorable landmarks where people will love to live. A place that people will be proud to call home.

\*Approximately

### Design Essentials



## Introduction

### Stockland's commitment and objectives

Stockland's commitment to you is to encourage quality urban design and development, to deliver a better way to live. Stockland's objective is to create a quality living environment that is centred around a strong sense of community and provides a variety of homes to suit a range of lifestyles. It is important that the design of your home is in keeping with the Design Essentials outlined in this document. They have been created to:

- Encourage visually-appealing and cohesive streetscapes that protect your investment
- Promote environmentally responsive development
- Help you get the best out of your homesite
- Outline the process to get your home approved
- Assure you that everyone will contribute to achieving a strong neighbourhood character and standard of housing
- Promote a contemporary approach to design that responds to the local climate and context, and 'The Community Vision'.



## Design approval

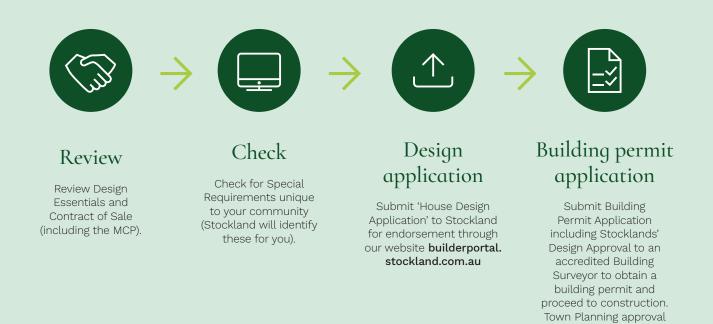
### Submission requirements

In order to build, you must apply to, and have an application package approved by, Stockland's Covenant Specialist. Design Approval by Stockland does not constitute development or building approval or compliance with building regulations. Upon obtaining Design Approval from Stockland, a building approval must be obtained from the local council or a private Building Certifier before construction can commence.

### The process

Stockland's Covenant Specialist will endeavour to assess proposals in the shortest possible time, generally within 10 business days of receiving all required information for the application. Approved plans will be stamped approved, copied and returned to the applicant or their agent. The progress of the home and landscape construction will be monitored by Stockland to ensure that it conforms with the approved design.

All requests for comment from Stockland's Covenant Specialist, or any other queries, should be directed to the Stockland Covenant Specialist.



from council may also be required.

## Design Essentials

# The Design Essentials



# 1 Siting and servicing your home

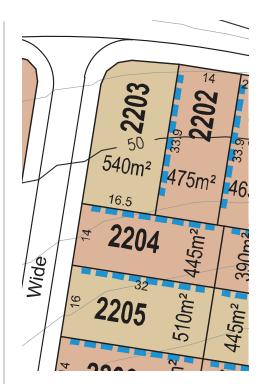
### 1.1 Minimum setbacks

The minimum boundary setbacks and zero lot boundaries must be as per the Plan of Development provided by Stockland within your land contract of sale.

Please note: all setbacks are measured to the wall.

### **1.2 Surrounding services**

House construction and site works must not impact, damage or alter the surrounding levels of services installed within the council verge. If any works (such as filling or landscaping) result in the need for a service to be rectified by Stockland or utility provider, this rectification cost will be passed on to the property owner.



### Legend

General details

	Site Boundary
	Stage Boundary
*	Multiple Residential
	Multiple Residential (Loft Home)
	Subject to Separate Application/s
В	Bus Stop
	BAL 12.5 Category
	BAL 19 Category & Covenant Area
	Bushfire Hazard Area 100m buffer
Road	
•	Acoustic Requirements (see condition 58)
	Indicative Bin Pad Location
Allotn	nent details
	Optional Built to Boundary Wall
	No Vehicle Access
	Primary Frontage
	SUCE Centre Edge Lot
$\bigstar$	Nominated Villa Allotments

### Design Essentials

# 2) **The style** of your home

### 2.1 Home style

Homes are to be constructed to reflect contemporary Queensland architecture and to consider the climatic conditions of the area and the estate's unique location.

### 2.2 Roof pitch

Roofing must be of a scale and form representative of contemporary Queensland architecture.

Hip and gable roofs must have a minimum pitch of 22.5 degrees.

Skillion roof planes must be a minimum of 15 degrees.

### 2.3 Eaves

- All hipped and gable roofs must have eaves overhanging by a minimum 450mm (excluding fascia and gutter) visible from the street or public areas.
- Eaves are encouraged to assist with shading of windows, minimising heat gain during the day, and helping to moderate the internal temperature of the home.
- Where the design is contemporary and does not allow for eaves, the use of awnings and/or sunshade materials is strongly encouraged where there is a window to improve energy efficiency.



Contemporary facade



# 3

## How your home addresses the street

## 3.1 Front door facing the street

Your home must have a front door facing the street and must incorporate either a porch, portico or verandah that is:

- A minimum under roof area of 4m<sup>2</sup> and 1.5m depth; and
- Adequately covered, clearly defined and visible from the street.

### 3.2 Visibility

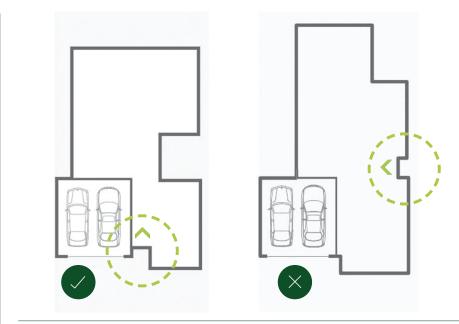
The facade area (excluding the garage door) facing a street or public area is to include sufficient glazing (minimum 10%) to allow for passive surveillance of the property and include a front door.

## 3.3 Front facade articulation

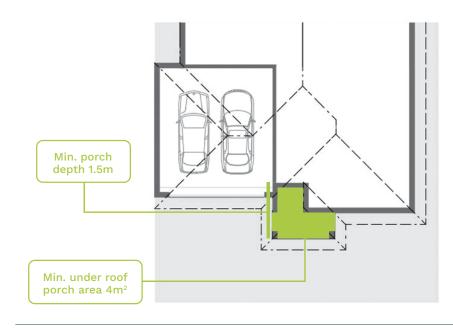
Walls may be up to 7.5m long before a change in setback and eave line of at least 450mm is required.

## 3.4 Secondary street facade

On the side wall that faces the secondary street (including facades visible from road reserves, easements, public walkways or parks) no straight section of the wall is to be longer than 8m. A step of at least 450mm is to be incorporated to break up these sections and to provide interest to the facade along the secondary street.



Front door facing the street



Porch, portico or verandah size

Note: Articulation is required to both the upper and lower level if the proposed design is a double storey.

### How your home addresses the street

### 3.5 External materials

All external materials and colours are to be submitted to Stockland for approval and must reflect contemporary Queensland architecture.

- Two (2) contrasting materials or colours must be applied to the front and secondary street facade of the house.
- No one material or colour can be more than 80% of the facade area (excluding windows, doors, roof gables and infills).
- Face brickwork is only permitted to 50% of the front and secondary street facade of the home.
- Unfinished 'commons' and double height bricks are not permitted.

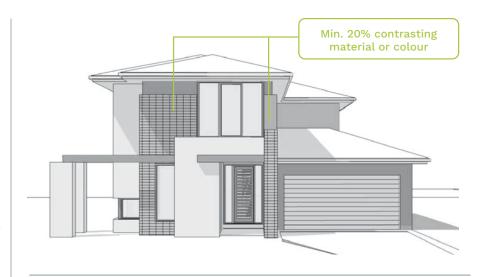
### 3.6 Roof colours

As a positive energy efficiency requirement, a 'cool roof' policy has been implemented at Providence. This policy requires roof colours to meet the criteria of a solar absorbency rating of less than 0.5.

Colorbond and flat tile roofs are permitted. No other roof tile will be accepted.

Roof materials must not be: unfinished, reflective, galvanised, zinc, fibre cement or tray deck sheeting. Please refer to the Approved Roof Colour Palette on page 27.

Note: Alternative shades that have not been specified on the approved colour palette that meet the solar absorbency rating of less than 0.5 will be assessed on design merit.



- Front street elevation materials and colours continue for all facades visible to the street
- No one material or colour can be more than 80%

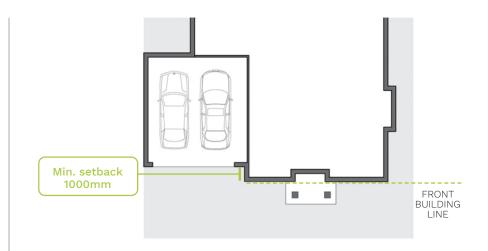


### 3.7 Garages

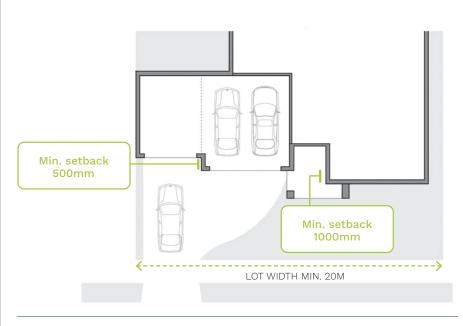
- Freestanding or attached carports and garages must include a roof design and design features that are consistent with the form and materials of the home.
- All garages are required to be recessed a minimum of 1000mm from the front building line^ of the home.
- If the design is double storey, garages must be recessed 1m from the upper level building line.^
- Where a triple garage is to be constructed, the third garage must be set back a minimum of 500mm from the other garage doors.

## 3.8 Double garages on villa lot

If the proposed design has a double garage on a villa lot, please refer to the Plan of Development (POD) for additional requirements. Please discuss this with your builder and certifier to ensure this meets all requirements set out in the POD.









^The front building line of the home is defined as a solid wall on the front facade of the home. A pier, nib wall, portico or open structure will not be permitted as a solid wall of the home.

## Front garden landscape

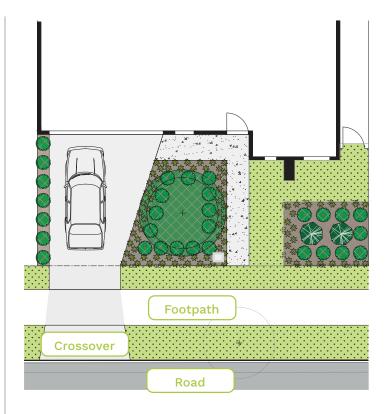
# 4

# Front garden landscape

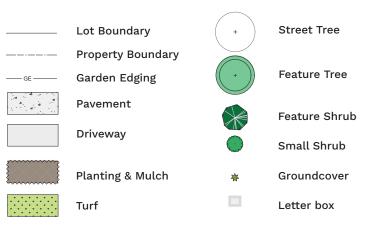
### 4.1 Extent of landscaping

Landscaping is a fundamental element in creating quality streetscapes and assists with providing a cohesive link between the home and the street.

- A minimum of five (5) plants within the front of the property;
- One (1) native feature tree that is a minimum of 1.5m at time of planting. Examples of native species can be found on page 22 of the Design Essentials.
- Hardscape such as decorative pavers/stones or pebbles are encouraged but should not exceed 20% of the front yard.
- Turf is to be applied to the remainder of the front yard between the front building line and kerb line, except where an alternative landscape treatment is provided. Synthetic/artificial turf is not permitted.
- All plants and trees must be installed adjacent to fence lines, pathways, driveways and the front building line of the home.
- All garden beds must be edged and mulched. Edging with raw materials (e.g. timber) is not permitted.
- Landscaping must be within the lot boundary only. Planting or altering the nature strip is not permitted, and will need to be rectified at the owner's cost.



### Legend



Example proposed landscape plan. Garden beds planted adjacent to front building line, front boundary, fence lines and driveway. Planting is not permitted to the council verge.

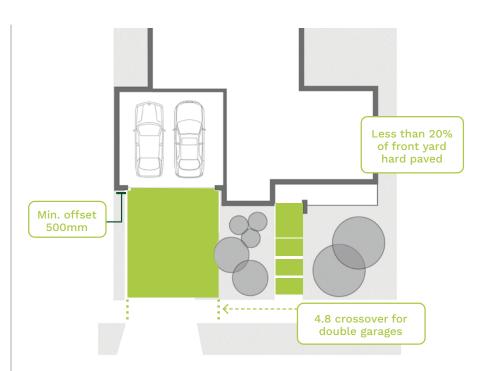


### 4.2 Landscaping bond

All landscaping to the front of the property is to be completed within 3 months of handover from the builder. Once all landscaping and fencing works have been completed the customer may apply for their landscaping bond as outlined in their land contract. The application form is attached to the back of the design guidelines.

### 4.3 Driveways

- Driveways are to be offset at least 500mm from the nearest side boundary. A landscape buffer strip is to be provided between the driveway and the side boundary.
- Driveways must not be constructed from plain concrete.
- Crossover is limited to a maximum width of 40% of the road frontage or 4.8m, whichever is the lesser.
- Driveway and crossover are to be completed prior to occupation.
- Parking areas and hardstand materials are to be designed so that they integrate with the landscape concept for the front yard and overall design of the home.
- For villa lot crossover requirements, please refer to the POD.





## Fencing and boundaries

# **Fencing and** boundaries

### 5.1 Front fencing

All front fencing is required to be displayed on the landscaping and fencing plans submitted to Stockland for Covenant approval prior to construction.

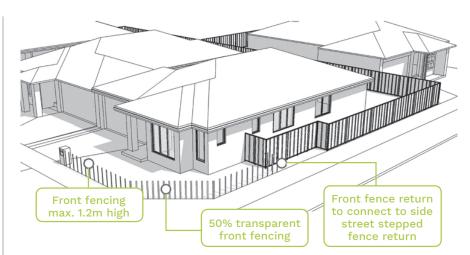
Solid fencing is permitted up to 1.2m in height and must apply an element of transparency (sections or whole fence).

The front fence must return a minimum of 1m behind the front building line^ to meet the side fence return.

All timber fencing must be painted in a colour that complements your home (stain is not permitted).

Masonry is to be rendered and painted with contrasting feature elements.

Front fencing must not include any unfinished materials.



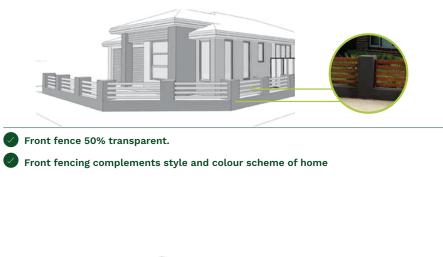


### 5.2 Mandatory side and rear fencing

Fencing constructed along the side and/or rear boundaries must be:

- A maximum of 1.8m in height.
- Colorbond fencing will be accepted to side and rear boundaries only and must not be visible from the street. Colorbond fencing in the colour 'Monument' must be installed a minimum of 1m behind the front build line and clearly noted on your landscaping plan when submitted for covenant approval.
- Where timber material is used, any section visible from the street is to have a painted finish.
- Where the side boundary forms the rear boundary of an adjoining lot, the side fence may continue to the front of the lot.
- Timber fencing is only permitted forward of the build line if installed directly in front of a 500mm retaining wall. The fence must not exceed 1200mm in height and be painted in a complementary colour to the dwelling. Proposed fencing and colour must be clearly marked on your landscaping plan.

Please discuss proposed fencing with your adjoining neighbours prior to construction and refer to the relevant Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 legislation and guidelines in your state and local government area.





Front fence 50% transparent and complements style of home



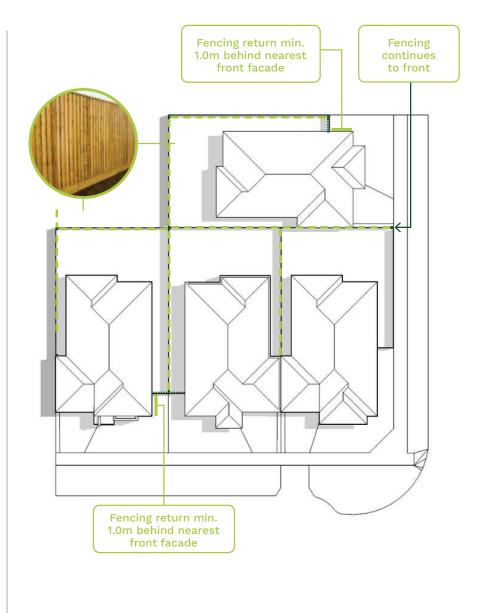
Front fence not transparent and does not complement the style and colour scheme of the home

### Fencing and boundaries

#### 5.3 Retaining walls

- Retaining walls visible from the street or public space must be constructed from stone or masonry.
- Any proposed retaining wall over 1m in height must comply with council regulations.

Please discuss proposed retaining walls with your adjoining neighbours prior to construction to ensure that the height of each retaining wall is appropriate to suit the finished ground levels on each adjacent block.



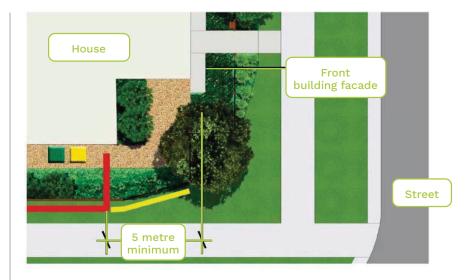


#### 5.4 Corner fencing by Stockland

To create a neighbourhood streetscape, it is important for side fencing on corner lots to not only provide a dwelling with privacy but also to present well to a public street.

Stockland has committed to constructing developer fencing for all corner lots in Providence.

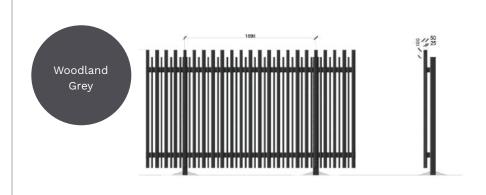
Developer fencing will be painted in Colorbond Woodland Grey.



#### Legend

- Indicative 1800mm-high fencing
- Transparent fencing may be required in addition to the Type A fencing at the discretion of the Stockland Covenants team

#### Type F8 fencing must have minimum 5m setback from front facade





## (6)

## How to make additions to your home

#### 6.1 General requirements

Any additions, fixtures, equipment, sheds, outbuildings or pergolas must be located to the rear of your home out of sight from your street or any public reserve.

This includes (but is not limited to) satellite dishes, external hot water services, solar hot water systems with roof-mounted tanks, water tanks, spa pumps, heating and cooling units, rubbish disposal containers, rainwater tanks, washing lines, and solar pool heating coils.

Solar panels for heating water or generating energy are exceptions to this requirement.

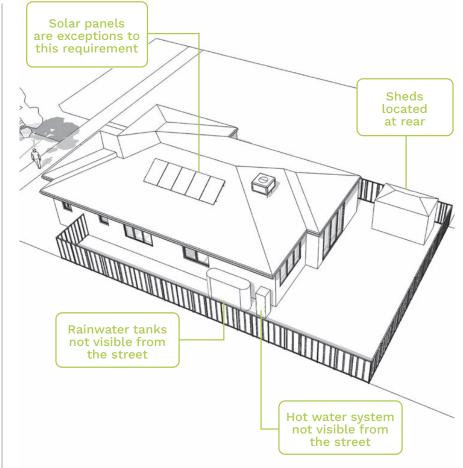
#### 6.2 Bin storage

Rubbish bins must be screened and out of public view.

Bin location and storage area is to be noted on plans at time of submission. Dedicated bin storage is required behind the front building line of the home behind the side fence return and must be detailed on the plan.

#### 6.3 Construction obligations

- Provide a skip bin or skip bag on site for the duration of the construction period.
- Site cleanliness is to be maintained.
- Where the developer has constructed a fence, entry statement or retaining wall, it is to be maintained by the owners to the standard to which it was constructed.



#### 6.4 Presentation and maintenance of your property

An owner/builder must not permit, cause or authorise any damage to:

- Any adjoining lot and/or
- Any other part of the Providence community, including but not limited to footpaths, kerb and channel, roadways and/or landscaping.
- Where such damage occurs and Stockland is required to undertake repairs, the owner/builder of the lot will be responsible to pay the cost of these works.
- Your property must be kept in a clean and tidy state at all times.
- Silt fences and rubble driveways are in place and must be maintained during the total construction of your home.
- Where rubbish, soil and grass cuttings are washed or blown from your lot and Stockland determines it is necessary to remove this rubbish, you will be responsible to pay for the cost of the removal.
- The owner/builder must maintain an industrial waste bin or fully wrapped cage bin on site at all times.
- The bin is to be established on site as soon as construction has commenced. This waste bin must be regularly emptied and must be covered when full, so no material escapes the waste bin.
- The site must be cleared of rubbish or building material on a daily basis with this rubbish and building material placed into the waste bin each afternoon when building activity has finished for the day.
- No excavated material shall be placed on any adjoining lot or public area.
- When the home is constructed and completed, the owner is responsible for maintaining the front and secondary street frontages. All turf and garden areas are the owner's responsibility and are to be kept mowed and maintained.





## Landscaping concept plans



Typical front landscape



#### Garden edging





Grey Concrete Edging

Charcoal Concrete Edging

Treated Pine Timber Edging

#### Mulch



Cypress Pine Woodchip

Medium Hoop Pine Mulch



Tea Tree Mulch

Materials selection

## Landscaping concept plans

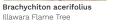
#### **Plant selection**

#### **Australian Native Mix**

Feature trees:







Waterhousea floribunda Weeping Lilly Pilly



Corymbia ficifolia Red Flowering Gum



Grevillea baileyana White Oak

Small shrubs:



Callistemon 'Little John' Little John Bottlebrush



Melaleuca thymifolia Honey Thyme Myrtle

#### Feature shrubs:



Grevillea



Grevillea 'Orange Marmalade' Acacia fimbriata 'Crimson Blush' Crimson Blush





Grevillea



Yellow Buttons

Chrysocephalum apiculatum Lomandra hystrix Green Mat Rush



Ficinia nodosa Club Rush



Grevillea x 'Cooroora Cascade' Cooroora Cascade Grevillea



Casuarina glauca 'Cousin It' Cousin It

22



#### **Plant selection**

#### Foliage Colour Mix

Feature trees:







Buckinghamia celsissima Ivory Curl Tree



Tristaniopsis laurina Luscious Tree

#### Small shrubs:



Melaleuca 'Claret Tops' Claret Tops



Grevillea 'Golden Lyre' Grevillea Golden Lyre

Cupaniopsis anacardioides Tuckeroo

Feature shrubs:



Bottlebrush 'Wilderness White'



Grevillea

Eumundi Quandong

Grevillea 'Fire Sprite' Dodonaea viscosa

Broadleaf Hopbush



Coastal Rosemary



Lomandra hystrix Green Mat Rush



White'



Liriope muscari Lily Turf





Tulbaghia violacea Society Garlic



Rosmarinus officinalis **prostratus** Prostrate Rosemary

## Landscaping concept plans

#### **Plant selection**

#### Subtropical Mix

Feature trees:







Waterhousea floribunda Weeping Lilly Pilly



Atractocarpus fitzalanii Native Gardinia



Tristaniopsis laurina Luscious Tree

Small shrubs:



Carissa macrocarpa Desert Start



Pittosporum tobira 'Miss Muffet' Miss Muffet

#### Feature shrubs:



Doryanthes excelsa Spear Lily



Cardomon



Zamia furfuracea Cardboard Palm



Xanadu





Scaevola aemula Fairy Fan-flower

#### Groundcovers:



Liriope muscari Lily Turf







Coastal Boobialla

Hymenocallis littoralis Spider Lily

24



# **Environmental** sustainability

## 8.1 Energy efficiency and lighting

All dwellings are encouraged to be designed and built to achieve reductions in greenhouse gas emissions in line with the relevant government regulations.

It is encouraged that all internal light fittings such as downlights, pendants, wall mounts etc allow for compact fluorescents or LED.

External light fittings must not result in excessive light spill.

#### 8.2 Passive design

Locate indoor and outdoor living spaces to the north of the dwelling to facilitate solar access in winter months.

Where possible, provide adequate shading such as retractable shading devices, trees, tinted glass etc to prevent significant summer solar heat gain.

Where possible, locate private open space on the north side of the allotment and avoid being located along a primary frontage.

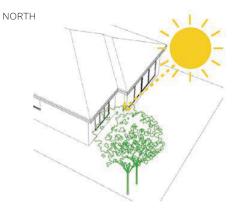
If possible, zone dwelling layout to enable main living areas to be separately heated and cooled.

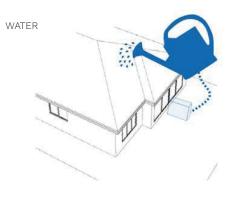
#### 8.3 Water efficiency

All dwellings are encouraged to be connected to a rainwater tank for garden watering and car washing.

Where a purple pipe recycled water system is in operation you will be required to connect for other purposes such as toilet flushing and washing machine supply.







Reducing energy, waste and water needs and usage, increasing comfort and reducing running costs for homeowners.

Lifestyle Design Essentials

and and

# Roof material and colour palette



## (9) **Approved** roof colour palette

**Colorbond Colours** 



**Bristile Roofing Tiles** 



Alabaster

## Design approval checklist

# **Design** approval checklist



<b>Site plan</b> 1:200 or 1:100 scale	<b>Sections</b> 1:100 or 1:50 scale
Existing and proposed contours	Built form and natural ground level
Proposed floor levels	Site cut/fill
All setback dimensions to boundaries	Ceiling heights
Fencing (incl. dimensions of fence return setbacks, stepped fencing, side street boundary fencing, etc)	Retaining walls
Floor plan 1:100 scale	External materials & colours schedule
Internal layout	Wall cladding material and colour
Dwelling areas	Roof material and colour
Dimensions (including setbacks, articulation, porch, etc)	Gutters, fascias, downpipes colour
Ancillary fixtures and equipment (eg. rainwater	Window and door frames colour
tanks, hot water systems, etc)	Decks, verandahs, etc
Sheds, outbuildings,	Fencing material and colour
pergolas, etc	Driveway material and colour
<b>All elevations</b> 1:100 scale	<b>Landscape plan</b> 1:100 scale
External materials and colours	Plant list, including species and sizes
Proposed floor levels and building heights from natural ground level	Front fencing details, material and colour
Eave dimensions	Driveway material and colour
Roof pitch	Paving or hardscape material and colour
Sheds, outbuildings, pergolas, etc	Retaining walls

### Design approval checklist

## Landscaping bond refund

#### To claim your landscaping bond for Providence here's what you need to do

You may be eligible to claim a refund on your bond payment, once you have completed the driveway, fencing and all landscaping to the front of your home. To receive your landscaping bond payment, you must comply as outlined below.

#### Checklist: standard allotments

5 x plants and 1 x native feature tree with minimum height of 1.5m at time of planting
Hardscape does not exceed 20%
Turf to the remainder of the front yard Planting adjacent to fence lines, driveways and front building line
500mm landscaping buffer
Edged and mulched garden beds
Letterbox in similar style to home
Driveway completed
Fencing installed 1m behind front building line with a painted finish
Landscaping within property boundary (not on council verge)

Stockland PROVIDENCE



## **Landscaping** bond refund application form – Providence

#### Property to be assessed by Stockland:

Community:	Providence
Stage Number:	
Lot Number:	
Street Address:	

#### \$1,000 landscaping bond

I/We acknowledge that a Stockland representative will assess and/or inspect the property mentioned above.

If all of the driveway and landscaping requirements have been met as per the Design Essentials, Covenant Approved Plans, and Land Contract of Sale, then the landscaping bond will be paid within 45 business days after the assessment and/or inspection has been completed.

#### Customer details:

Name(s):	must match name(s) on land contract sale
Postal Address:	
Mobile:	
Email:	
Signature 1:	✓ please sign here
Signature 2:	✓ please sign here
Date:	

#### Account details:

Account Name:	
Account Number:	
BSB Number:	
Bank Name	

(1) Email this form to design@stockland.com.au

(2) Attach a photo of your completed driveway, fencing and landscaping.

(3) Advise of your builder handover date.

(4) Advise of your landscaping completion date.





#### PROVIDENCE EAST

#### Contact us today

6 Amity Way, South Ripley design@stockland.com.au stockland.com.au/providence

stockland.com.au

All details, images, and statements are based on the intention of, and information available to, Stockland as at the date of publication November 2023 and may nange due to future circumstances. All images and photographs are conceptual and indicative only. An approval issued by Stockland under these Design Essentials is not an approval or certification from the local Council, from an accredited certification authority or under the requirements of any legislation. Any building plans submitted to Stockland are not checked by Stockland for compliance with structural, health or planning requirements, or for the suitability of the building for your intended use. Stockland reserves the right to approve designs and works which do not comply with these Design Essentials where considered to be of merit, and to vary, relax or waive any of the requirements in this document, at its absolute discretion. If Stockland exercises any of these rights, this will not set a precedent or comply that the same or similar approval will be stockland in the future.



### Annexure E – Re-sale Deed

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In favour of: The company referred to in Item 1 of Schedule 1 (Stockland)

By: The person(s) referred to in Item 2 of schedule 1
(New Buyer)

#### Recitals

- A. The New Buyer has agreed to purchase the Land.
- B. Under the Original Contract, the Original Buyer agreed not to sell, transfer or otherwise dispose of the Land without the New Buyer entering into this Deed.

on

C. If the New Buyer is a company, the Guarantor guarantees the obligation of the New Buyer under this Deed.

#### This deed poll provides

**Re-sale Deed made at** 

#### 1 Definitions

In this Deed:

**Authority** means any government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister, statutory body or entity having jurisdiction in relation to the Property.

**Claim** means any claim, demand or cause of action (whether based in contract, equity, tort or statute), loss, liability, cost, compensation, damage or expense.

Construction Commencement Date means the date in Item 6 of Schedule 1.

Construction Completion Date means the date in Item 7 of Schedule 1.

**Continuing Obligations** means each of the obligations under the Original Contract applicable to the New Buyer as set out in Schedule 2.

**Deed** means this deed poll and its annexures.

**Design Essentials** means the design essentials or guidelines (including any addendums) which relate to the Land attached to this Deed as Annexure A.

#### **Development Activities** means:

- (1) any works by Stockland or intended to be carried out by Stockland to develop the Estate including:
  - (a) any works to subdivide land forming part of the Estate;
  - (b) any demolition or construction works including works ancillary to or associated with those works;
  - (c) any works to install infrastructure including services in the Estate;
  - (d) any landscaping works including works ancillary to or associated with the landscaping works;



- (e) any other works to develop the Estate, which are considered necessary or desirable by Stockland; and
- (2) any works by buyers of land or other third parties within the Estate.

**Estate** means the larger residential community the Land forms part of.

Guarantor means each person named in Item 3 of Schedule 1.

Land means the land described in Item 4 of Schedule 1.

**Landscaping** means landscaping the areas of the Property surrounding the dwelling house in accordance with the Design Essentials.

**NBN Building Ready Specifications** means the specifications governing the building requirements for connecting a dwelling house to the national broadband fibre optic network as may be provided by Stockland or as otherwise available at the website www.nbnco.com.au.

**Network Infrastructure** means the physical infrastructure which will support the national broadband fibre optic network.

**New Buyer's Plans and Specifications** means the New Buyer's plans and specifications for any dwelling or structure (including any associated works) to be constructed on the Land by the New Buyer.

**Object** means make or assert a Claim.

**Original Contract** means the contract between Stockland (as seller) and the Original Buyer (as buyer) for the Land.

Original Buyer means each person described in Item 5 of Schedule 1.

**Retaining Structures** means any retaining wall (including associated footing systems), batters, benching, steps or other retaining structures and associated works such as drainage to be constructed by Stockland on or adjacent to the Land.

**Selling and Leasing Activities** comprises any activity connected with or relating to the marketing, selling or leasing of any part of the Estate and includes:

- (1) the placement and maintenance within the Estate (but not on the Land after settlement) of:
  - (a) signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia; and
  - (b) stalls or associated facilities for the use of salespersons;
- (2) any event or function held within the Estate (but not on the Land after settlement); and
- (3) the use of homes by either Stockland or builders as display or demonstration homes, located either within a display village or in any other part of the Estate.

Settlement means completion of the Original Contract.

**Stockland's Representatives** includes Stockland's employees, agents, solicitors and contractors.



#### 2 Continuing Obligations

Without limiting the other obligations in this Deed, the New Buyer agrees to be bound by the Continuing Obligations and acknowledges that Stockland may:

- (1) exercise any rights in relation to the Design Essentials or the Continuing Obligations against the New Buyer; and
- (2) take any action against the New Buyer in respect of a breach of the Design Essentials or the Continuing Obligations or clause 25 of the Original Contract,

as if the New Buyer was the Original Buyer under the Original Contract.

#### 3 Development of Estate

#### 3.1 Development of Estate

The New Buyer acknowledges that:

- (1) the Land forms part of the Estate, which will be progressively developed in stages over time;
- (2) the Estate may not be completely developed by Settlement;
- (3) the timing for commencement and completion of each stage of the development of the Estate will be determined by Stockland in Stockland's absolute discretion;
- (4) parts of the Estate may be consolidated, subdivided or left as they are or sold by Stockland in Stockland's absolute discretion and may be used for any permissible purpose under the relevant planning legislation;
- (5) Stockland may review at any time the proposed development of the Estate including:
  - (a) the configuration, size, density, nature and use of the lots or proposed lots within the Estate; and
  - (b) the name of roads and parks within the Estate shown on any plan or document,

and any document showing the proposed development of the Estate may be modified as a result of such review;

- (6) Stockland may alter proposals for the development of the Estate including by applying for parts of the Estate to be rezoned to allow those parts to be used for purposes not currently permissible and Stockland makes no warranty or representation that the Estate will be constructed in the form contemplated under any current development approval or under any existing development restrictions;
- (7) without limiting clauses 3.1(5) or 3.10, Stockland makes no warranty or representation as to:
  - (a) whether the Estate will or will not include playgrounds, parklands, lakes or water courses, sports grounds, retail or commercial developments, child care centres, schools, community facilities, cycling facilities or public open spaces; or



(b) the nature or density of any development within the Estate, or within any stage of the Estate, including whether any stage will comprise commercial or residential development and, if residential, whether that development will comprise low density dwellings, medium density dwellings, high density dwellings, townhouses, multiple dwelling lots, duplexes, villas or retirement dwellings.

#### 3.2 Development Activities

As a result of the matters outlined in clause 3.1, the Land, the New Buyer and occupiers of the Land may be affected by the Development Activities. The Development Activities may result in any of the following (without limitation):

- noise, dust, vibration and disturbance to the occupiers of the Land within the lawful requirements of any relevant Authority and during any hours permitted by any relevant Authority;
- (2) temporary obstruction or interference with any services to the Land;
- (3) access to the Land being temporarily diverted during the course of the Development Activities;
- (4) construction traffic adjacent to or passing by the Land;
- (5) construction waste being located near or in close proximity to the Land;
- (6) damage to driveways, landscaping or footpaths within the Estate;
- (7) building materials, vehicles, equipment or fill being stored on adjacent land or roads within the Estate; or
- (8) other disruptions, disturbances or inconveniences associated with the Development Activities.

#### 3.3 Roads

Stockland discloses that:

- (1) Stockland intends to dedicate roads within the Estate to the Council or other relevant Authority in stages;
- (2) roads within the Estate may be closed or gated and access restricted (but not to the Property) while Stockland undertakes the Development Activities;
- (3) use of the roads within the Estate will be shared with construction traffic while Stockland undertakes the Development Activities;
- (4) Stockland may not complete the final seal of roads within the Estate until completion of the Development Activities; and
- (5) the configuration of roads within the Estate has not been finalised and Stockland may vary the location of roads or the manner of managing traffic on them.

#### 3.4 Address of the property

Stockland discloses that the address of the Property at completion may be different from the address of the Property shown on the front page of this Contract or any address shown in the Plan.



#### 3.5 Selling and Leasing Activities

Until Stockland completes the sale of all proposed residential and other lots within the Estate, Stockland and persons authorised by Stockland are entitled to and will conduct Selling and Leasing Activities.

#### 3.6 No objection by New Buyer

The New Buyer must not:

- (1) Object in respect of the matters dealt with in this clause 3; or
- (2) make any Claim or seek to enforce any judgment or order against Stockland or other party carrying out the Development Activities unless the Development Activities are not being carried out in accordance with the relevant consent Authority approvals or lawful requirements.

#### 4 Deed of covenant from transferee

- (1) The New Buyer must not sell, transfer or otherwise dispose of its interest in the Land prior to completion of construction of a dwelling house on the Land in accordance with this Deed without first delivering to Stockland a deed of covenant on substantially the same terms as this Deed signed by the new buyer, transferee or disponee (Incoming Buyer) in favour of Stockland agreeing to be bound by the covenants and other obligations of the New Buyer under this Deed, as if the Incoming Buyer were named in this Deed.
- (2) Where the Incoming Buyer is a corporation (other than a corporation listed on the Australian Stock Exchange), the New Buyer must procure that all of the directors of the Incoming Buyer sign the deed of covenant as guarantors.

#### 5 Indemnity

- (1) The New Buyer indemnifies Stockland against any Claim suffered or incurred by Stockland arising from a failure by the New Buyer to comply with its obligations under this Deed.
- (2) The indemnity in clause 5(1) is a continuing obligation, separate and independent from the other obligations of the parties.
- (3) It is not necessary for Stockland to incur expense or make payment before enforcing its right of indemnity conferred by clause 5(1).

#### 6 Caveat

- (1) The New Buyer grants Stockland a charge over the Land to secure its obligations under this Deed.
- (2) The New Buyer agrees that Stockland may lodge a caveat on the title to the Land to give notice of its interest in the Land pursuant to the charge and the New Buyer must provide any consent required by Stockland to enable registration of the caveat.



#### 7 Guarantee

- (1) The Guarantor guarantees to Stockland the performance of all obligations and payment of all monies by the New Buyer under this Deed.
- (2) The Guarantor's liability under clause 7(1) will not be affected:
  - (a) if Stockland allows any concession to the New Buyer;
  - (b) if Stockland does not sue the New Buyer;
  - (c) if Stockland terminates or exercises any other rights under this Deed;
  - (d) if the New Buyer dies or becomes insolvent; or
  - (e) if there is more than one Guarantor, if any other of them has not signed this Deed.
- (3) The liability of the Guarantor will continue until the New Buyer has performed all the obligations under this Deed.
- (4) If Stockland assigns its interests in this Deed, Stockland may also assign the benefit of the Guarantor's obligations under this clause.

#### 8 Electronic Copy

This Deed is binding on the New Buyer and the Guarantor who have signed this Deed where a copy of this Deed as executed by them is provided or forwarded to Stockland, including by electronic copy.

#### 9 Severability

Without limiting any other provision or obligation of this Deed, if any term, requirement, covenant or condition in the Design Essentials, the Continuing Obligations or this Deed (or any part of them) is invalid or unenforceable for any reason the remaining terms, requirements, covenants and conditions will continue to apply and will be valid and enforceable to the fullest extent permitted by law.



## Schedule 1 (Re-sale Deed)

Item 1	Stockland:	Name:
	otoonanan	
		Address:
ltem 2	New Buyer:	Name:
		Address:
		Telephone No:
		Fax No:
ltem 3	Guarantor:	Name:
		Address:
ltem 4	Land:	Address:
		Real property description: Lot on SP
ltem 5	Original Buyer:	Name:
		Address:
		Address.
		Telephone No:
		Fax No:
Item 6	Construction	The date that is 12 months from the date of this Deed
	Commencement Date:	
ltem 7	Construction	The date that is the earlier of:
	Completion Date:	(1) 12 months from the date construction commenced; and
		(2) 12 months from the Construction Commencement Date.



# Schedule 2 (Re-sale Deed) – Continuing Obligations

#### 1 Design Essentials and use

#### 1.1 Acknowledgement and agreement

- (5) The New Buyer acknowledges the Land forms part of the Estate.
- (6) The New Buyer agrees to be bound by the Design Essentials and the Continuing Obligations, as if they were repeated in this Deed in full.
- (7) Stockland may vary, relax or waive any of the requirements under the Design Essentials or the Continuing Obligations in relation to other land sold by Stockland. The New Buyer acknowledges Stockland's rights under this Deed and must not Object.
- (8) The Design Essentials and the Continuing Obligations will remain in force until the later of:
  - (a) the date that is 36 months from Settlement; and
  - (b) the date of settlement of the sale of the last lot in the Estate (as determined by the Stockland).
- (9) The expiry of the Design Essentials or the Continuing Obligations does not affect any breach of the Design Essentials or the Continuing Obligations at the expiry date.
- (10) To the extent there is any inconsistency between the Design Essentials, the Original Contract and this Deed, then the Design Essentials prevail.

#### 1.2 No representation or warranty

If the Buyer submits the Buyer's Plans and Specifications to Stockland for its review and approval, the Buyer acknowledges and agrees that:

- Stockland is only reviewing the Buyer's Plans and Specifications for the purpose of checking the Buyer's compliance with the Design Essentials and for no other purpose;
- (2) if Stockland gives its approval to the Buyer's Plans and Specifications or provides any assistance or information to the Buyer in relation to the Buyer's Plans and Specifications, then such approval, assistance or information provided by Stockland will not constitute any representation or warranty by Stockland or any Stockland's Representatives, in relation to:
  - (a) the adequacy, suitability or fitness of the Buyer's Plans and Specifications for any purpose (including for Council or other Authority approval purposes);
  - (b) the appropriateness or suitability of any works, offsets or footing systems for any dwelling or structure (including any associated works) to be constructed on the Land adjacent to or near the Retaining Structures,

and the Buyer acknowledges and agrees that it will not place any reliance on such



review, approval, assistance or information provided by Stockland or any Stockland's Representatives.

#### 1.3 Construction of a dwelling house and Landscaping

- (1) The New Buyer acknowledges that it must:
  - (a) commence the construction of a dwelling house in accordance with the Design Essentials on the Land on or before the Construction Commencement Date;
  - (b) following commencement of construction, continually progress construction of the dwelling house in a timely manner;
  - (c) ensure the property is kept clean, presentable and safe at all times until construction is completed; and
  - (d) complete construction of the dwelling house and the Landscaping on or before the Construction Completion Date.
- (2) For the purposes of clause 1.3(1):
  - (a) substantially commence means erection of the footings and slab; and
  - (b) complete and completion means issue of an occupation certificate in respect of the dwelling house.

#### 1.4 National broadband network

- (1) Stockland does not warrant that Network Infrastructure will be available to the Property at completion.
- (2) If the Land is located adjacent to infrastructure which will allow physical connection to the national broadband fibre optic network:
  - (a) the New Buyer must (at the New Buyer's cost) adopt and ensure compliance with the NBN Building Ready Specifications and appropriate building wiring specifications when constructing a dwelling house on the Land; and
  - (b) the New Buyer acknowledges that:
    - Stockland has not made any representations or given any warranties about the cost of compliance with the NBN Building Ready Specifications and appropriate building wiring specifications;
    - (ii) the Buyer must make its own enquiries about the NBN Building Ready Specifications and appropriate building wiring specifications;
    - (iii) the NBN Building Ready Specifications must be complied with to enable the Land to be connected to the Network Infrastructure; and
    - (iv) failure to comply with the NBN Building Ready Specifications will either:
      - (A) prevent connection to the Network Infrastructure; or
      - (B) require the New Buyer to incur additional costs in order to connect to the Network Infrastructure.

#### 1.5 Dividing fences

Stockland is not required to contribute to the cost of building, repairing or replacing any dividing fence between the Land and any adjoining land and the New Buyer waives any



right to claim contribution from Stockland.

#### 1.6 No use as a display home

The Buyer must not use, promote or advertise a dwelling house erected on the Land to be used, promoted or advertised in any way as a display home.

#### 2 Retaining Structures

#### 2.1 Application of clause

This clause 2 applies if the Retaining Structures:

- (1) have been constructed on the Land (whether wholly or partially) by or on behalf of Stockland as at the date of this Deed; or
- (2) will be constructed on the Land (whether wholly or partially) by or on behalf of Stockland after the date of this Deed.

#### 2.2 New Buyer's obligations

The New Buyer must:

- (1) consult a qualified engineer regarding appropriate offsets and suitable footing systems for any dwelling or structure (including any associated works) to be constructed adjacent to or near any Retaining Structures before commencing construction of the dwelling or structure (including any associated works) on the Land;
- (2) not do anything or cause anything to be done to affect the structural integrity of the Retaining Structures;
- (3) keep and maintain the Retaining Structures in a sound structural condition; and
- (4) not remove, replace or alter the Retaining Structures;
- (5) repair any damage to the Retaining Structures including any damage to drains or disturbance to backfill caused by the construction of:
  - (a) any dwelling or structure (including any associated works) adjacent to or near the Retaining Structures; or
  - (b) any fence above, adjacent to or near the Retaining Structures.

#### 2.3 No representation or warranty

In addition to clause 1.2, if the New Buyer submits the New Buyer's Plans and Specifications to Stockland for its review and approval, the New Buyer acknowledges and agrees that if Stockland gives its approval to the New Buyer's Plans and Specifications or provides any assistance or information to the New Buyer in relation to the New Buyer's Plans and Specifications, then such approval, assistance or information provided by Stockland will not constitute any representation or warranty by Stockland or any Stockland's Representatives, in relation to the maximum load bearing weight of the Retaining Structures, and the New Buyer acknowledges and agrees that it will not place any reliance on such review, approval, assistance or information provided by Stockland or any Stockland's Representatives.



#### 2.4 No objection

Subject to any rights of the New Buyer under any relevant legislation, the New Buyer must not Object to the Retaining Structures or in respect of any other matter dealt with in this clause 2.

#### 2.5 Indemnity

The New Buyer is liable for and indemnifies Stockland on demand against all Claims arising from or in connection with:

- any damage to the Retaining Structures caused or contributed to by any act, omission, negligence or default of the New Buyer, the New Buyer's contractors or any other person acting on the New Buyer's behalf;
- (2) any damage to the New Buyer's dwellings or structures constructed on the Land adjacent to or near the Retaining Structures;
- (3) any damage to dwellings or structures constructed on land adjoining or surrounding the Land caused or contributed to by any act, omission, negligence or default of the New Purchaser, the New Purchaser's contractors or any other person acting on the New Purchaser's behalf; or
- (4) any failure by the New Buyer to comply with its obligations under clause 2.2.

#### 3 Stormwater discharge

#### 3.1 New Buyer's acknowledgements

- (1) The New Buyer acknowledges that:
  - (a) construction of a Retaining Structure or any alteration of the landform, will change the overland flow path which may cause stormwater runoff to be redirected and concentrated on adjoining properties and may as a result, create a nuisance; and
  - (b) it may be necessary for a drainage system (such as a concrete swale and catch basin, drainage aggregate, geotextile sleeve and perforated pipe) to be installed to redirect surface water through underground pipes to lawful points of discharge including:
    - (i) roadside kerb and channel; or
    - (ii) inter-allotment drainage systems.
- (2) If the New Buyer constructs a Retaining Structure or alters the landform, in addition to obtaining all relevant approvals for the construction of the Retaining Structure, the New Buyer acknowledges and agrees that the New Buyer will:
  - (a) discuss the altered overland stormwater flow between the Land and neighbouring properties with the respective owners of the neighbouring properties;
  - (b) use reasonable endeavours to achieve a mutually satisfactory drainage solution to achieve a lawful point of discharge and not create a nuisance; and
  - (c) be responsible for and shall connect any:



- (i) altered overland stormwater flow; and
- (ii) drainage lines at the base of any Retaining Structures,

to a lawful point of discharge via the yard drainage or roof water systems installed as a part of the dwelling house construction on the Land.

#### 3.2 No objection by New Buyer

The New Buyer must not Object in relation to any of the matters disclosed in this clause 3.1.



### Annexure A (Re-sale Deed) – Design Essentials



#### Signing page – Re-sale Deed Executed as a deed poll.

Individual New Buyer Signature:

Signed by New Buyer in the presence of:)

Witness	Signature
Name of Witness in full	
Company New Buyer Signature:	
<b>Executed</b> by <b>New Buyer</b> in accordance ) with section 127 of the Corporations Act ) by or in the presence of: )	
Signature of Secretary/other Director	Signature of Director and sole Secretary
Name of Secretary/other Director in full	Name of Secretary/other Director and sole Secretary in full
Guarantor Signature:	
<b>Signed</b> by the <b>Guarantor</b> in the presence ) of:	
Signature of Witness	Signature



## Annexure F - Guarantee and Indemnity

To: The Seller

From: The Guarantor

**I/We, the Guarantor, hereby request** that you accept the offer of the **Buyer** and enter into a binding agreement with the Buyer upon the terms of the Contract to which this guarantee and indemnity is annexed.

#### 1 Definitions and interpretation

(1) In this guarantee and indemnity:

**Contract** means the contract for sale of the Property to which this guarantee and indemnity is annexed between the Seller and the Buyer dated on or about the date of this guarantee and indemnity.

**Guaranteed Money** means all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the Buyer to the Seller in connection with the Contract or any transaction contemplated by it, whether at law, in equity, under statute or otherwise.

**Guaranteed Obligations** means all express or implied obligations of the Buyer to the Seller in connection with the Contract or any transaction contemplated by it.

(2) Definitions and rules of interpretation that apply in the Contract also apply in this guarantee and indemnity unless the context requires otherwise.

#### 2 Provision of guarantee

- (1) The Guarantor gives this guarantee and indemnity in consideration of the Seller agreeing to enter into the Contract.
- (2) The Guarantor acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the Seller including the agreement of the Seller to enter into the Contract.

#### 3 Guarantee unconditional

The Guarantor unconditionally and irrevocably guarantees payment to the Seller of the Guaranteed Money and unconditionally and irrevocably guarantees the due and punctual performance of the Guaranteed Obligations.

#### 4 Guaranteed Money

If the Buyer does not pay the Guaranteed Money on time and in accordance with the terms of the Contract or any other document under which they are to be paid, then the Guarantor



agrees to pay the Guaranteed Money to the Seller on demand from the Seller (whether or not demand has been made on the Buyer). A demand may be made at any time and from time to time.

#### 5 Guaranteed Obligations

If the Buyer does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the Contract or any other document under which they are to be performed, then the Guarantor agrees to perform the Guaranteed Obligations on demand from the Seller (whether or not demand has been made on the Buyer). A demand may be made at any time and from time to time.

#### 6 Indemnity

As a separate undertaking, the Guarantor is liable for and indemnifies the Seller on demand against:

- all liability or loss arising from, and any costs, charges or expenses incurred in connection with, the Guaranteed Money not being recoverable from the Guarantor or from the Buyer because of any circumstance whatsoever; and
- (2) all liability or loss arising from, and any costs, charges or expenses incurred in connection with, the Guarantee Obligations not being duly and punctually performed because of any circumstance whatsoever.

#### 7 Continuing obligation

This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The Guarantor waives any right it has of first requiring the Seller to proceed against or enforce any other right, power, remedy or security or claim payment from the Buyer or any other person before claiming from the Guarantor under this guarantee and indemnity.

#### 8 Liability

The liabilities under this guarantee and indemnity of the Guarantor as a guarantor, principal debtor, principal obligor or indemnifier and the rights of the Seller under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including one or more of the following:

- (1) the Seller or another person granting time or other indulgence to, compounding or compromising with or releasing the Buyer;
- (2) acquiescence, delay, acts, omissions or mistakes on the part of the Seller; or
- (3) any variation or novation of a right of the Seller, or alteration of the Contract or a document, in respect of the Buyer.



#### 9 No claims by Guarantor

As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the Guarantor may not, without the consent of the Seller:

- (1) make a claim or enforce a right (including a mortgage, charge or other encumbrance) against the Buyer, the Property or any other property of the Buyer; or
- (2) prove in competition with the Seller if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the Buyer or the Buyer is otherwise unable to pay its debts when they fall due.

#### 10 Representations and warranties

The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

#### 11 General

#### 11.1 Costs

The Guarantor agrees to pay or reimburse the Seller on demand for the Seller's costs in making, enforcing and doing anything in connection with this guarantee and indemnity including legal costs on whichever is the higher of a full indemnity basis or solicitor and own client basis. Money paid to the Seller by the Guarantor must be applied first against payment of costs under this clause, then against other obligations under this guarantee and indemnity.

#### 11.2 Seller may assign

The Seller may assign or otherwise deal with its rights under this guarantee and indemnity.

#### 11.3 Joint and several

Every covenant, acknowledgment or provision expressed or implied in this guarantee and indemnity by which more than one person covenant, acknowledge, agree or undertake bind those persons jointly and each of them severally and every covenant, acknowledgment, agreement or provision expressed or implied in this guarantee and indemnity which applies to more than one person apply to those persons jointly and each of them severally.



#### Guarantor Signature:

Signed sealed and delivered by the ) Guarantor ))	
in the presence of:	
Signature of Witness	Signature of Guarantor (Secretary/Director)
Name of Witness in full	Full Name of Guarantor No 1
Signed sealed and delivered by the)Guarantor))	
in the presence of:	
Signature of Witness	Signature of Guarantor (Secretary/Director)
Name of Witness in full	Full Name of Guarantor No 2

Annexure G – ATO Clearance Certificate

STOCKLAND CORPORATION LTD C/o JAMES TOMLINSON 200 GEORGE STREET SYDNEY NSW 2000



Our reference: 2410891271795 Phone: 13 28 66

19 December 2023

# Your foreign resident capital gains withholding clearance certificate

- > Purchasers are not required to withhold and pay an amount
- > Provide a copy to the purchaser and retain a copy for your records

#### Hello

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below.

Reference number	2410891271795
Vendor name	STOCKLAND CORPORATION LTD
Vendor address	133 CASTLEREAGH STREET SYDNEY NSW 2000
Clearance certificate period	19 December 2023 to 19 December 2024

This clearance certificate also applies to the following members of the income tax consolidated group or multiple entry consolidated group (listed on the reverse side of this certificate) of which you are the head company or provisional head company.

This certificate applies to you and to any member listed on the reverse side of this certificate whether acting in your own capacity, or in the capacity as the trustee of any trust.

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely

Emma Rosenzweig Deputy Commissioner of Taxation

#### NEED HELP?

You can find out more about foreign resident capital gains withholding on our website at ato.gov.au/FRCGW

#### CONTACT US

If you have any questions, contact us between 8:00am and 5:00pm Australian Eastern Standard Time, Monday to Friday on:

- **13 28 66** if located in Australia. or
- +61 2 6216 1111 if located outside Australia and ask for 13 28 66.