

Dealing Number



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Lodger (Name, address, E-mail & phone number)

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Lodger

Code

2625

1. Covenantor

PARK LAKE ADARE PTY LTD A.C.N. 659 828 690 TRUSTEE UNDER INSTRUMENT 721897681

2. Description of Covenant / Lot on Plan

COVENANT X IN LOT 53 ON SP355980
COVENANT Y IN LOT 54 ON SP355980

Title Reference

TO ISSUE FROM 51389153
TO ISSUE FROM 51389153

3. Covenantee

LOCKYER VALLEY REGIONAL COUNCIL ABN 52 673 165 312

4. Description of Covenant

PURSUANT TO S97A(3)(B)(I) OF THE LAND TITLE ACT 1994 AND THE TERMS OF THE ATTACHED SCHEDULE

5. Execution

The Covenantor being the registered owner of the lot described in item 2 covenants with the Covenantee in respect of the covenant described in item 4 and:- *the attached schedule; *the attached schedule and document no. ; *document no.

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

PARK LAKE ADARE PTY LTD A.C.N. 659 828
690 TRUSTEE UNDER INSTRUMENT
721897681

signature
full name
qualification

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

signature
full name
qualification

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

11, 6, 2026
Execution Date



25/09/26
Execution Date

Sole Director and Secretary – Robert Peter Brown
Covenantor's Signature

Lockyer Valley Regional Council ABN 52 673 165 312

Covenantee's Signature
DANIEL MCPHERSON
ACTING CHIEF EXECUTIVE OFFICER

Title Reference [TO ISSUE FROM 51389153]

PREAMBLE

The purpose of this Environmental Covenant for the conservation and preservation of ecological areas, is to provide a legal agreement between the Owner and the Lockyer Valley Regional Council to work together to provide long term protection, improvement and restoration on private land of ecological connectivity, ecosystem processes and ensure ecosystem resilience.

Council may from time to time also have environmental programs, which Covenant Owners may be eligible to apply for, to assist landowners enhance the environmental values of their land. These can be accessed at Council offices.

1. DEFINITIONS

"Act" means the Land Title Act 1994.

"Condition" means the provisions contained in the Development Approval issued by Council to develop the Lots.

"Council" means the Lockyer Valley Regional Council, the Covenantee named in Item 3.

"Covenant" means the terms of this document.

"Covenant Area" means the area of land under the Covenant as specified in Item 2 of Form 31

"Clearing" means to remove, damage or destroy native vegetation and associated ecological values or ecological process

"Development Approval" means the approval granted by the Council pursuant to the Planning Act 2016 in respect of an Application for Reconfiguring of Lot 95 on CA311434 and Lot 96 on SP225226 or such further approvals issued by Council in respect of the lots from time to time.

"Dispute Notice" means a notice given by one party to the other pursuant to clause 9 of this Covenant.

"Ecological areas" means -

- an area that contains or is likely to contain listed threatened species and/or ecological communities, critical habitat, or listed migratory species as defined by the *Environmental Protection and Biodiversity Conservation (Cth) Act 1999* or *Natural Conservation Act 1992*;
- a protected area under the *Natural Conservation Act 1992* or *Environmental Protection and Biodiversity Conservation (Cth) Act 1999*;
- Endangered and Of Concern Regional Ecosystems under the *Vegetation Management Act 1999*;
- an area that contains or is likely to contain habitat for endangered, vulnerable or near threatened species under the *Nature Conservation Act 1992*;
- an area that contains a spring as defined under the *Water Act 2000*;
- a legally secured offset area;
- an area of remnant, high value regrowth or non-remnant native vegetation;
- an area with contains flora or fauna species that are regionally significant in South East Queensland;
- regrowth vegetation that is likely to develop into a Matter of Environmental Significance;
- a waterway or wetland;
- a riparian zone or riparian vegetation;
- an ecological corridor (terrestrial or riparian);
- an area that contains groundwater dependent ecosystems;
- an area that contains significant flora and fauna species that are vulnerable to disturbance; or
- an area that contains vegetation that has been cleared in contravention with legislation.

"Ecological connectivity" means-

- connections across the landscape that link areas of habitat and facilitate ecosystem resilience through the safe movement of wildlife or genetic flows (including flora) across the landscape. Ecological connectivity includes:
- large areas of bushland habitat; or
- linear ecological corridors that range in size from smaller corridors connecting close areas of habitat to larger landscape scale corridors connecting more distant areas; or
- small patches of vegetation that provide habitat and serve as 'stepping stones' to aid the movement of native species between larger habitat areas.
- vegetation buffers that serve to mitigate edge effects.

"Ecological processes" means

- the structural components of an ecosystem (e.g. vegetation, water, soil, atmosphere and biota) and how they interact with each other, within ecosystems and across ecosystems.
- Ecological processes include the following:
 - hydrological and geomorphological processes;
 - soil health and development (including microorganisms and fungi);
 - nutrient cycling;
 - chemical processes including storage of nutrients;
 - decomposition and cycling of organic matter;
 - pollination and seed production;
 - seed dispersal;
 - animal dispersal, migration and breeding;

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- predator-prey relationships;
- germination and recruitment of species;
- the carbon cycle and stability of atmospheric carbon;
- habitats for flora and fauna (such as logs, rocks, debris, leaf litter, nectar, hollow bearing trees, food and shelter);
- whole of ecosystem connectivity and processes.
- Ecological processes relate to the structural components of an ecosystem (e.g. vegetation including plants, wildlife, water, soil and atmosphere) and how they interact with each other, within ecosystems and across ecosystems.
- These ecological processes include hydrological processes, soil development, nutrient recycling, chemical processes including storage of nutrients, decomposition and cycling of organic matter, pollination and seed production and dispersal, predator-prey relationship, germination and recruitment of species, the carbon cycle and stability of atmospheric carbon and habitats for flora and fauna (such as logs, rocks, debris, leaf, litter, nectar, hollow-bearing trees, food and shelter).

"Ecological values" means the characteristics of an area that make it suitable as a habitat or refuge for *native vegetation* and native fauna. These characteristics include the physical structure, nutrient and energy flows, condition and extent of habitat and the location of the area in relation to other habitats.

"Ecosystem Resilience" means the capacity of an ecosystem to adapt to changes and disturbances while retaining basic functions and structures. A resilient ecosystem adapts to shocks and rebuilds itself when damaged. Ecosystem resilience loss is caused by:

- changes occurring to the aquatic environment and water flows (e.g. floods and droughts); or
- increases in pollution; or
- unsustainable use and management of natural resources; or
- climate change; or
- changing fire regimes; or
- habitat loss, degradation and fragmentation; or
- invasive declared pest species.

"Environmental Weed" means all plant species in the following standards and legislation or current updates:

- Invasive plants, prohibited and restricted matter under the Biosecurity Act 2014 and subordinate Regulation 2003

"Form 31" means the Queensland Land Registry Form 31 Covenant attached.

"Legislative Instrument" means an instrument in writing that is of a legislative character and that was made in the exercise of a power delegated by the Queensland Parliament.

"Lot" means each of the Lots described in Item 2 of Form 31

"Native Fauna" means native animals which historically have naturally occurred in the local area.

"Owner" means the Covenantor described in Item 1 of the Form 31 and includes in the case of a corporation its successors in title and assigns and in the case of a natural person or persons their successors in title and each of their executors, administrators and assigns.

"Planning Scheme" has the meaning given in the Planning Act 2016.

"Native Vegetation" means: any tree, shrub, bush, vine, grass, fungus, alga or other living or dead plant material, which historically has naturally occurred in the local area, including natural parts or material naturally produced of, by or from such vegetations, but excluding environmental weeds on the Covenant Area. It does not include existing structures such as fences and poles existing at the time when this Covenant comes into force or timber imported into the Covenant Area to be used for maintenance of such existing structures.

COVENANT

This Covenant is for the purpose of the conservation and preservation of ecological areas within the Covenant Area pursuant to section 97A(3)(b)(i) of the Land Title Act 1994.

The purpose of this Environmental Covenant for the conservation and preservation of ecological areas, is to provide a legal agreement between the Owner and the Lockyer Valley Regional Council to work together to provide long term protection, improvement and restoration on private land of ecological connectivity, ecosystem processes and ensure ecosystem resilience.

Council may from time to time also have environmental programs, which Covenant Owners may be eligible to apply for, to assist land owners enhance the environmental values of their land. These can be accessed at Council offices.

3. ACKNOWLEDGEMENTS

The parties acknowledge and agree that:

- (a) The registration of the Covenant is a condition of a Development Approval;
- (b) This Covenant is intended to ensure compliance with the relevant Condition(s) of the Development Approval that established the requirement for the Covenant over this property;

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(c) This covenant is to ensure compliance with AS 4970-2009

(d) The key objective of the Covenant is to provide long term protection, improvement and restoration of ecological connectivity, ecosystem processes and ensure ecosystem resilience-within the Covenant Area(s)

4. OWNER'S OBLIGATIONS

4.1 The Owner shall, unless otherwise agreed in writing by the Council, fully and effectively observe and comply with the obligations, to the satisfaction of Council, as follows:

- (a) The Owner must comply with the Condition(s) of the Development Approval that established this Covenant.
- (b) The Owner must comply with the Covenant.
- (c) The Owner must take reasonable measures to only use, or allow to be used, the Covenant Area in such a manner that conserves and enhances the ecological areas within the Covenant Area.
- (d) The Owner must not, or permit another person to, have native vegetation in the Covenant Area trimmed, pruned, lopped, poisoned, harvested, picked, cut down, mown, moved, removed, grazed by domestic stock or in any way damaged or destroyed, whether by act or omission.
- (e) The Owner must not, or permit another person to, have a trail, path, fence, access or access way made, laid out or other constructed element in the Covenant Area. Any claim of bushfire risk and proposal for bushfire tracks, trails or firebreaks must be supported by a Bushfire Management Plan produced by a relevantly qualified consultant, and the plan must be approved by Council officers before any clearing occurs.
- (f) The Owner must notify the Council in writing of any substantial damage to native vegetation within the Covenant Area (whether by natural occurrence or otherwise subject to clause 4.1(r) within 14 days of the damage occurring and replanting to occur within 30 days or such other time as agreed by Council.
- (g) The Owner must not introduce, or allow to be introduced, and take reasonable measures to remove, any matter in the Covenant Area which is:
 - (i) not native vegetation, unless agreed to by Council; or
 - (ii) an Environmental Weed.
- (h) The Owner must not, or permit another person to, have either placed or present or store in the Covenant Area the following: fill, soil, rock, rubbish, ashes, garbage, waste or other material that is foreign to Covenant Area and does not reflect the conditions of growth naturally encountered by the native vegetation of the Covenant Area.
- (i) The Owner must not do, or permit another person to do, anything on the Lot which, in the Council's reasonable opinion, may adversely affect the Covenant Area.
- (j) The Owner must not, or permit another person to, have a fixture, improvement, or structure placed, constructed or erected in the Covenant Area.
- (k) The Owner must remove any fixture, improvement or structure from the Covenant Area within 30 days of its presence becoming known to the Owner and attend to having damaged native vegetation replanted within 60 days of the damage occurring.
- (l) The Owner must not, or permit another person to, allow the Covenant Area to be used for the disposal of treated or untreated effluent from any sewage or greywater systems.
- (m) The Covenant Area must not be grazed by non-native animals (e.g. cattle, sheep, goats, pigs, deer, rabbits, hares, etc).
- (n) If deemed necessary by Council officers, non-native animals are to be excluded from the Covenant Area by appropriate fencing.
- (o) Any fencing within or on the boundary of the Covenant Area shall not incorporate any barbed wire, electric fences or other materials that may cause damage to Native Fauna and must provide adequate clearance at ground level for local macropods and provide regular opportunities for fauna passage over and through vegetation.
- (p) The boundary of the Covenant Area must be delineated with markers to allow for the movement of Native Fauna and must be maintained and replaced if necessary, and no clearing is permitted in the Covenant Area for maintenance and replacement of the markers.
- (q) The Owner must conserve, restore and protect the ecological values in the Covenant Area.
- (r) The Owners must undertake cool controlled ecologically sensitive burns if required by the Covenantee to maintain ecological process, subject to first obtaining all relevant permits and approvals at the Covenantor's cost.

4.2 In the event that an exercise of the obligations under clause 4.1 are found to be inconsistent with the relevant provisions of any approval given under any Legislative Instrument or the Planning Scheme, the Legislative Instrument or Planning Scheme approval shall prevail to the extent of the inconsistency.

4.3 For the avoidance of doubt, the obligations under this clause 4 strictly rest with the Owner and are continuing obligations on the Owner, and continue to apply to the Owner notwithstanding that the Owner may not actually occupy the Land.

5. POWERS OF ENTRY

5.1 The Owner will permit the Council and its members, officers, agents, servants, employees, contractors and sub-contractors and other persons authorised by it at all times, upon having first given reasonable notice to the Owner or any

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person occupying the Lot to enter into and upon the Lot with all necessary plant and equipment for any of the following purposes:

- (a) examining, inspecting, testing and monitoring the state and condition of the Covenant Area(s);
- (b) ascertaining whether the obligations of the Owner in clause 4 have been duly performed and fulfilled;
- (c) subject to clause 6, making good any breach of the obligations of the Owner under clause 4, at the cost and expense of the Owner; and
- (d) exercising the Council's right under Clause 7.

6. NOTICE BEFORE ENTRY

6.1 The Council must give reasonable notice of any intention to enter the Covenant Area(s) except in cases of emergency or where the Council on reasonable grounds considers that the delay in giving notices is prejudicial to its responsibilities.

7. REMEDY FOR NON-COMPLIANCE

7.1 In the event of non-compliance with the obligations in clause 4, the Council may issue a written notice to the Owner requiring the Owner to rectify the non-compliance ("the Rectification Notice").

7.2 The Owner must comply with the Rectification Notice within 14 days of the issue of the Rectification Notice or such other reasonable time period as may be specified in the Rectification Notice, regardless of whether or not the Owner is responsible for the non-compliance.

7.3 In the event that the Owner fails to comply with the Rectification Notice within the time allowed in accordance with clause 7.2, the Council may, by itself or by an agent or contractor, enter the Covenant Area, perform any planting, replanting, rehabilitation or remedial work or anything else to restore any Vegetation harmed or damaged by the non-compliance and recover all of the costs of performing the work as a debt from the Owner payable on demand.

8. DEFAULT BY OWNER

8.1 If the Council forms the view that the Owner has breached the Covenant, the Council agrees to proceed in accordance with clause 8.

8.2 The Council may exercise its powers under the Planning Act 2016 and other statutory provisions in the event of a breach of this Covenant.

8.3 The Owner is only liable for breaches of this Covenant caused or contributed to by the Owner or its authorised agents, or which it permits or allows.

8.4 The Owner shall not be in breach of this Covenant for any damage to the Native Vegetation in the Covenant Area(s) caused by any natural occurrence or otherwise caused by something beyond the control of the Owner, however if deemed desirable by Council the Owner must replant and continue to maintain the Covenant Area for 2 months or other time period agreed to in writing by Council.

8.5 The Owner is liable only for breaches of this Covenant which occur while the Owner is the registered owner of any interest in the Lot and then only to the extent of that interest.

9. SETTLEMENT OF DISPUTES

9.1 This clause shall apply to any dispute between the parties to this Covenant.

9.2 Any dispute as to the performance of this Covenant or arising out of this Covenant that has not been resolved by agreement between the parties must be clearly identified in a Dispute Notice served by one party on the other party.

9.3 Within five (5) days of the date of the Dispute Notice, the parties must meet to discuss the dispute and its possible determination.

9.4 The parties may, within seven (7) days of meeting in accordance with clause 9.3, agree to refer the dispute to mediation.

9.5 If the parties agree to mediate in accordance with clause 9.4, then the parties may either:

- (a) appoint a mediator agreed by the parties; or
- (b) where the parties fail to agree to the appointment of a mediator within the period referred to in clause 9.4, either party may request for the President for the time being of the Queensland Law Society Incorporated to nominate a mediator which the parties must then appoint as the mediator.

9.6 The costs of any mediator appointed under clause 9.5 must be borne equally by the parties unless otherwise determined by the mediator.

9.7 If any dispute notified under clause 9.2 remains unresolved, then at any time fourteen (14) days after the date of a Dispute Notice, and whether before or after reference of a dispute to a mediator under clause 9.5, either party may institute proceedings in the appropriate court for determination of the dispute.

9.8 The parties may mutually agree in writing to extend any time period specified in this clause 9.

9.9 Clause 9 of this Covenant does not prevent the Owner or the Council from obtaining any injunctive declaratory or other interlocutory relief from a court, which may be urgently required.

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10. SERVICE

10.1 A notice is sufficiently made, given, issued or served by a party if left at or forwarded by prepaid post in an envelope addressed to the other party or any of them (where there are more persons than one person comprising the other party) at the address of that party.

10.2 A notice if sent by prepaid post is deemed to have been made, given, issued or served at the time when in the due course of the post it would be delivered at the address to which it is directed whether or not it is actually received.

10.3 In proving service of a notice made, given or served by the Council it is only necessary for the Council to certify to that effect under the hand of the Chief Executive Officer.

10.4 A notice given by a party must be:

- (a) in writing; and
- (b) signed by the party, an officer of that party or the solicitor of that party.
- (c) A party receiving a notice is not obliged to enquire as to the authority of the person signing the notice.

11. COVENANT RUNS WITH THE LAND

This Covenant burdens the Lot and runs with the Lot and binds the successors in title to the Lot and to any parcel into which that Lot is reconfigured by any means.

12. NO EFFECT ON RATES AND CHARGES AND COMPLIANCE WITH LAWS

For the avoidance of doubt, nothing in this Covenant:

- (a) affects the liability of the Owner to pay all taxes, rates, charges and levies lawfully imposed in respect of the Lot; and
- (b) imposes a liability on the Council to make a monetary payment to the Owner in the form of compensation or otherwise.

13. REGISTRATION

13.1 The Owner shall do everything necessary at the Owner's expense to ensure that this Covenant is registered against the title to the Lot within one month after the execution of this Covenant by Council.

13.2 The Council shall do everything necessary (including executing any documents) to give effect to this Covenant.

14. WAIVER

14.1 No waiver by the Council of any breach by the Owner of any of the provisions of this Covenant shall be implied against the Council or be otherwise effective unless it is in writing under the hand of the Chief Executive Officer.

14.2 A single or partial exercise or waiver of a right relating to this document will not prevent any other exercise of that right or any other right.

15. LACHES AND DELAY

No laches or delay by the Council at any time or times in enforcing any of its rights, powers and the like under this Covenant prejudice or affect those rights or powers.

16. SEVERANCE

If any provision of this Covenant cannot be given effect or full force and effect by reason of statutory invalidity that provision shall be severed or read down but so as to maintain and uphold so far as possible the remaining provisions of this Covenant.

17. ENUREMENT

This Covenant binds the parties to it and their respective successors, assigns, heirs, executors and administrators.

18. NO OBLIGATIONS ON COUNCIL

The rights given to the Council by this Covenant are permissive only and nothing in this Covenant imposes any duty of any kind on the Council to anyone or obliges the Council to perform any act or incur any expense for any of the purposes set out in this Covenant

19. TIME

Time shall, in all cases, be of the essence in this Covenant.

20. CONFLICT

Nothing in this Covenant will limit any right given to the Council pursuant to any easement or other document granted to or that benefits the Council in the Covenant Area registered before or after the creation of this Covenant.

21. INTERPRETATION

21.1 The headings and the Preamble in this Covenant are for convenience only and do not affect its interpretation.

21.2 References 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;
- (d) a party includes the party's executors, administrators, successors and any assignee of this Agreement.

22. VEGETATION MAINTENANCE WORKS (SPECIFIC)

To ensure clarity between the parties, the Owner is responsible for all native vegetation and environmental weed maintenance works to be completed on the Lot within the Covenant Area.

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These works must be undertaken in accordance with the Development Approval (defined under the Planning Act 2016) and referenced approved ecological assessments, rehabilitation/restoration plans, bushfire management plans, fauna management plans and/or vegetation management plan.

23. INSPECTION OF MANAGEMENT PLANS, DEVELOPMENT APPROVALS, ETC.

Any person wishing to inspect any plan, management plan, Development Approval or any other document referred to in this Covenant and available for public inspection, may do so after making application to the Council on the conditions set from time to time by the Council including the payment of the Council's prescribed fees, adherence to the Council's prescribed time limits and provision of any other information that the Council may require to process the application.