



BEAUDESERT ENTERPRISE COVENANT

Estate

Beautesert Enterprise Precinct
"the Estate"

Lot No.

Lot _____

"the Lot"

Buyer's Name

"the Buyer"

Buyer's Signature

Seller's Name

Scenic Rim Regional Council
"the Seller"

Seller's Signature

By its duly authorised signatory

BEAUDESERT ENTERPRISE COVENANT

The Beautesert Enterprise Park Building Covenant

1. Definition

In this document:

Building means all permanent structures to be located on the Lot including industrial facility, office and storage.

Council means the Scenic Rim Regional Council.

Responsible Authority means the Council or any other government entity responsible for the required approval.

2. Project Vision

The Beautesert Enterprise Park is a Council initiated development and part of the Building Our Regions Project which was funded by the Queensland Government in association with Scenic Rim Regional Council.

The purpose of the Estate is to create and foster local employment and to create a modern industrial park that maintains a good presentation and that generates local employment and supports local businesses.

In line with this purpose, this covenant applies to the Estate to ensure that the overall estate and landscaping are maintained to a minimum standard, buildings are built to a suitable standard, land is not land banked and the industrial lots are used appropriately.

3. Land Use

The Lot must only be used for industrial and commercial activities consistent with the Industry Zone under the Scenic Rim Regional Council's Planning Scheme.

The Lot must not be used for a wrecking yard, abattoir, metal recycling (unless storage is undertaken under roofed and within bunded enclosure or as otherwise approved by Council), refuse disposal or transfer station either separately or in conjunction with any other use, waste processing, pesticide production or mixing, or any use involving the use or processing of asbestos materials.

4. Timing of Construction

The Buyer must substantially commence construction on the Lot within 3 years of settlement of the Lot and complete such construction within 18 months of construction commencement.

5. Site Management

No rubbish may be deposited on the Lot other than in a suitable receptacle for containing and disposing of rubbish.

Before any construction commences on the Lot, the Lot must have in place suitable receptacle for containing, storing, and disposing of waste material, rubbish, site excavations and debris resulting from construction works. The Buyer is responsible to ensure such material is removed promptly from the Lot, disposed of appropriately and not deposited onto any neighbouring Lot or the Estate.

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6. Landscaping

Landscaping (including Landscape barriers) must be completed and maintained in accordance with the attached landscaping plan, and comply with any permit or approval obtained or required to be obtained from the Responsible Authority.

7. Building Details

a. Design and Layout of site

All works on the Lot shall be undertaken only in accordance with the relevant plans and specifications duly approved by the Responsible Authority.

It is desirable that visitor and staff parking shall be located at the front of the Lot. Storage including pallets and shipping containers must be located behind the façade alignment of the industrial facility. The Buyer must not allow materials used for production to be stored where visible from the frontage of the Lot.

b. Materials Used

All materials used in the construction on the Lot must be new unless recycled and finished to an 'as new' condition or utilised as a feature only.

Colourbond is a permitted building material. Zinalume or galvanised iron is not a permitted building material within the Estate. Any office building along the main façade shall be of brick or masonry construction.

No demountable buildings are to be used in lieu of permanent structures. Demountable structures are permitted only during the construction phase for temporary use unless variation is approved in writing by the Seller.

c. Building Scale

The main Building must have an eave height of no less than 5.0 metres unless variation is approved in writing by the Seller. The office component can have an eave height less than 5.0 metres.

8. Vehicular Access

Any driveway and crossover must be constructed of concrete, asphalt or brick paving. The driveway/crossover must not be constructed from crushed rock. Any crossover or driveway must be constructed to the standard and requirements imposed by the Responsible Authority.

9. Maintenance and Repairs

The Buyer must keep the Lot and all improvements on the Lot in a neat and tidy condition at all times. The Buyer must not allow excessive growth of grass, weeds or any other vegetation on the Lot.

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10. Right of Inspection

a. Notice of Inspection

The Seller or its representatives may, upon giving at three (3) days' prior written notice to the Buyer, enter upon and inspect the Lot and any works constructed thereon to ensure compliance with this covenant.

b. Notice to Comply

If, after inspecting the Lot, the Seller or its representatives form the opinion that the Buyer is in breach of any of its obligations under this covenant, the Seller may give the Buyer written notice to rectify the breach within thirty (30) days.

c. Serious Breaches

If the Seller considers the Buyer's breach of its obligations is serious enough to warrant immediate attention, the Seller may exercise its right to enter the Lot under the following clause without first giving the Buyer notice to rectify the breach.

d. Right to Enter to Perform Works

If:

- i. the Buyer fails to comply with a notice to rectify within the 30-day time limit; or
- ii. the Seller considers the Buyer to be in serious breach of its obligations;

the Seller may by itself, its agents and workmen together with all necessary material, plant, equipment and appliances enter upon the Lot at all reasonable times for the purpose of performing all works necessary to ensure compliance with the Buyer's obligations under this covenant (the "Works"). The Works may include, but are not limited to:

- i. demolishing any structure or thing, on or affixed to the Lot which was erected, installed or created in contravention of the covenant; and/or
- ii. modifying, changing or altering any structure or thing, on or affixed to the Lot, in such a way as to make the structure or thing comply with the covenant.

e. Cost of Performing Works

All work carried out by the Seller, its agents and workmen under clause 5d will be at the expense of the Buyer and the Buyer must reimburse the Seller for all costs of that work upon demand by way of liquidated damages.

11. Indemnity

The Buyer indemnifies the Seller for all costs, expenses and charges (including legal costs) incurred by the Seller as a consequence of any Buyer's default or breach of a provision of this covenant.

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12. General Matters

a. Identification of Building Covenant

This covenant forms part of the contract for the sale of the Lot within the Estate between the Seller and the Buyer named herein together with the executors, administrators, permitted assigns or successors in title of the Buyer.

b. Assignment of Covenant

The Buyer acknowledges that he/she/they will not sell, transfer or otherwise dispose of the Lot without first delivering to the Seller a deed of covenant duly executed by such buyer, transferee or disponent in favour of the Seller containing covenants in the same terms as are set forth in this covenant including an obligation for each future buyer, transferee or disponent to obtain a further such deed of covenant from any subsequent buyer, transferee or disponent until the expiry of this covenant. The Buyer agrees to provide the Seller with a photocopy of any agreement that purports to sell, transfer or dispose of the Lot immediately such agreement has been executed by the parties to the agreement.

c. Disclaimer

The Seller will have due regard to the provisions of this covenant but may, in its absolute discretion, grant or refuse approval or grant approval subject to such terms and conditions as it may determine.

The requirement for approval of the Seller under this clause is in addition to and not in lieu of any requirement of any Relevant Authority.

Any approval granted by the Seller shall not constitute either any agreement or representation as to adequacy, suitability or fitness of any plans and specifications or to the siting of the improvements or that the Relevant Authority will grant its approval and the Buyer acknowledges that he/she has not placed any reliance on such approval.

d. Right to Amend

The Seller reserves its rights to amend this covenant from time to time at its absolute discretion.

e. Period of Covenant

The covenant shall remain in force until 31 December 2028.



BEAUDESERT
ENTERPRISE PRECINCT





SCENIC RIM

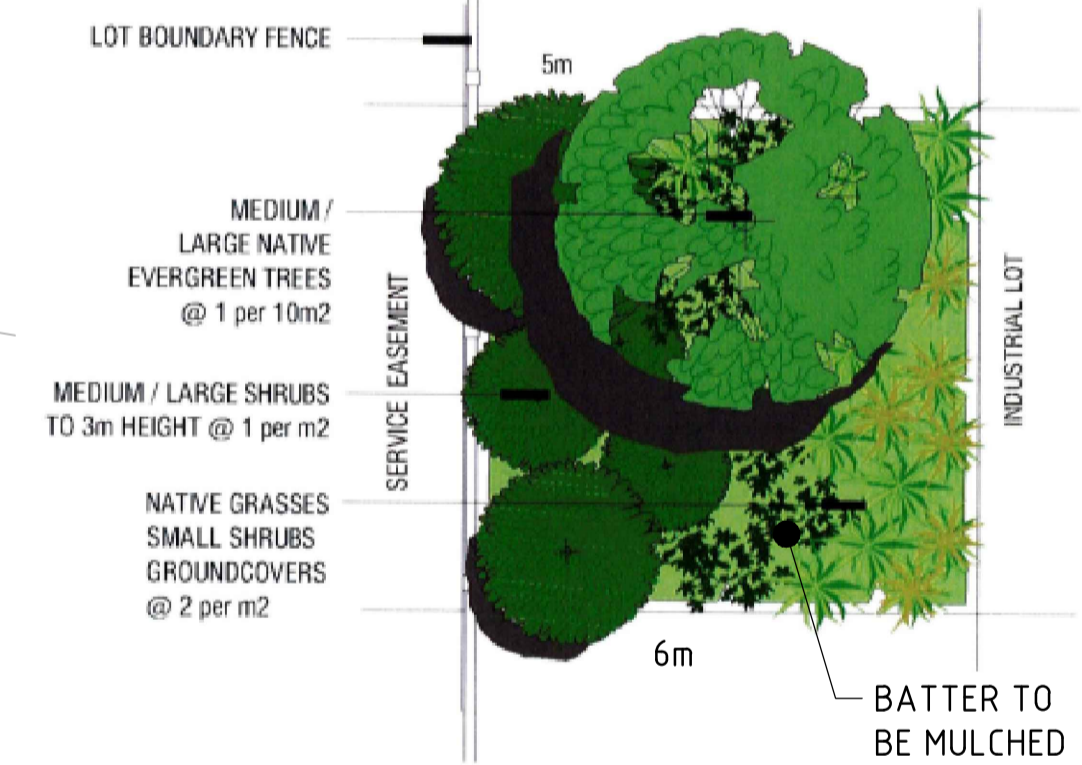
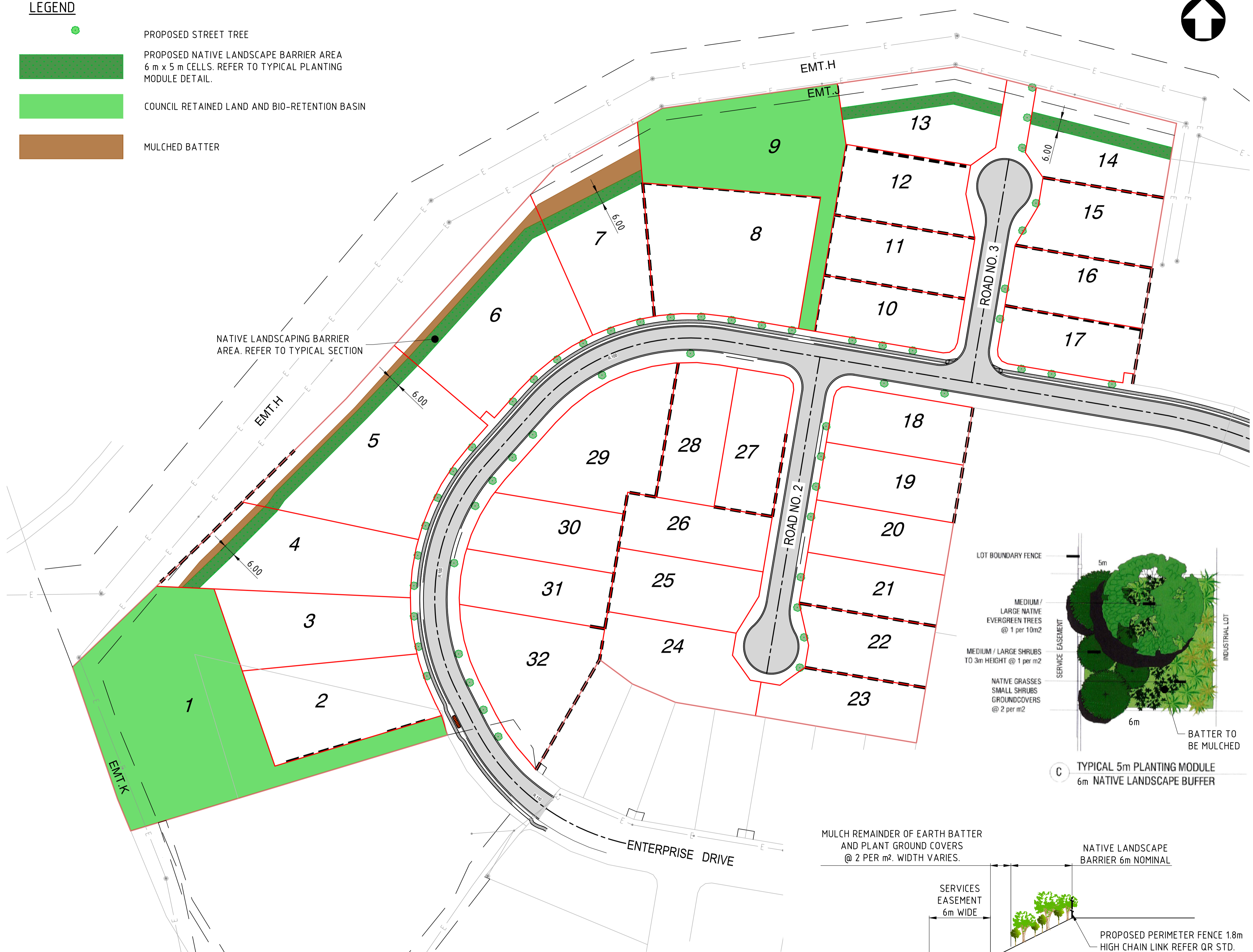
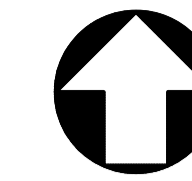
REGIONAL COUNCIL

BEAUDESERT ENTERPRISE COVENANT

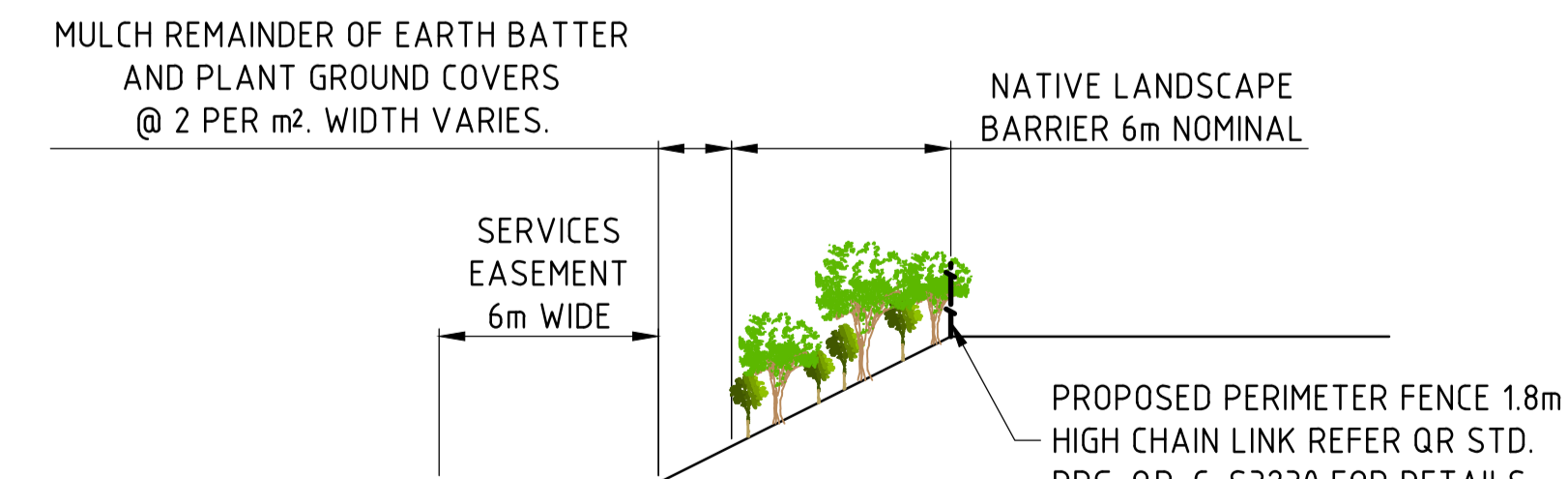
Annexure A - Landscaping Plan

LEGEND

-  PROPOSED STREET TREE
-  PROPOSED NATIVE LANDSCAPE BARRIER AREA
6 m x 5 m CELLS. REFER TO TYPICAL PLANTING
MODULE DETAIL.
-  COUNCIL RETAINED LAND AND BIO-RETENTION BASIN
-  MULCHED BATTER



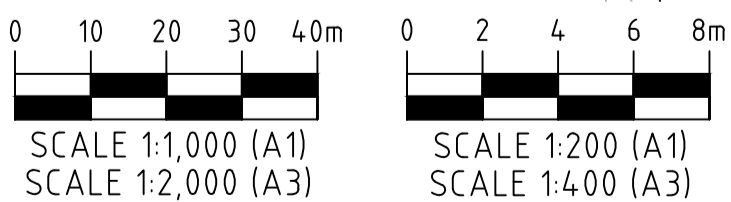
C TYPICAL 5m PLANTING MODULE
6m NATIVE LANDSCAPE BUFFER



TYPICAL SECTION - BATTER, FENCE AND LANDSCAPING

SCALE 1:200

**PRELIMINARY
NOT FOR CONSTRUCTION**



LANDSCAPING PLAN
SCALE 1:1000

REV.	DATE	DRAWN	APPD.	DRAWING REVISION
B	22/08/23	LWK	LWK	REISSUED
A	16/05/23	LWK	LWK	ISSUED FOR SRRC COVENANT NOMINATION



GenEng Solutions Pty Ltd
ABN 81 150 773 961
PO Box 300
Crows Nest QLD 4355
Ph: (07) 4698 2100
www.genengsolutions.com.au

CLIENT	SCENIC RIM REGIONAL COUNCIL		
PROJECT	BEAUDESERT ENTERPRISE PRECINCT		
DRAWN	CHECKED	ENGINEER	APPROVED
D. TAYLOR	L KNIGHT	G BRENNAN	RPEO
DESIGNED			
D. TAYLOR			

TITLE	LANDSCAPING PLAN		
SHEET	SCALE	DRAWING No	REVISION
A1	AS SHOWN	GS425-SK10	B