

23 November 2021

Douglas Shire Council

Planning Department

Via email: enquires@douglas.qld.gov.au

Re: Building Application, 410 Flame Tree Road, Diwan, QLD 4873

Dear Sir/Madam,

Please find attached the following materials :

1. Development Form 2
2. Site Plan
3. Elevation
4. Structural Engineer's Plans
5. Form 15
6. Compliance Report
7. Cooperative Management Agreement with the Wet Tropics Management Authority (attached separately)

Please do not hesitate to contact me should you require and further information. Please let me know how to pay required fees.

Regards

David Ferguson

0415442212

snow@netspeed.com.au

DA Form 2 – Building work details

Approved form (version 1.2 effective 7 February 2020) made under Section 282 of the Planning Act 2016.

This form **must** be used to make a development application **involving building work**.

For a development application involving **building work only**, use this form (DA Form 2) only. The DA Forms Guide provides advice about how to complete this form.

For a development application involving **building work associated and any other type of assessable development** (i.e. material change of use, operational work or reconfiguring a lot), use *DA Form 1 – Development application details* and parts 4 to 6 of this form (DA Form 2).

Unless stated otherwise, all parts of this form **must** be completed in full and all required supporting information **must** accompany the development application.

One or more additional pages may be attached as a schedule to this development application if there is insufficient space on the form to include all the necessary information.

This form and any other form relevant to the development application must be used to make a development application relating to strategic port land and Brisbane core port land under the *Transport Infrastructure Act 1994*, and airport land under the *Airport Assets (Restructuring and Disposal) Act 2008*. For the purpose of assessing a development application relating to strategic port land and Brisbane core port land, any reference to a planning scheme is taken to mean a land use plan for the strategic port land, Brisbane port land use plan for Brisbane core port land, or a land use plan for airport land.

Note: All terms used in this form have the meaning given under the Planning Act 2016, the Planning Regulation 2017, or the Development Assessment Rules (DA Rules).

PART 1 – APPLICANT DETAILS

1) Applicant details	
Applicant name(s) (individual or company full name)	David Ferguson
Contact name (only applicable for companies)	
Postal address (PO Box or street address)	9 Mangosteen Close
Suburb	Smithfield
State	QLD
Postcode	4878
Country	Australia
Contact number	415442212
Email address (non-mandatory)	snow@netspeed.com.au
Mobile number (non-mandatory)	
Fax number (non-mandatory)	
Applicant's reference number(s) (if applicable)	

PART 2 – LOCATION DETAILS

2) Location of the premises (complete 2.1 and 2.2 if applicable)	
Note: Provide details below and attach a site plan for any or all premises part of the development application. For further information, see DA Forms Guide: Relevant plans .	
2.1) Street address and lot on plan	
<input checked="" type="checkbox"/> Street address AND lot on plan (all lots must be listed), or	
<input type="checkbox"/> Street address AND lot on plan for an adjoining or adjacent property of the premises (appropriate for development in water but adjoining or adjacent to land e.g. jetty, pontoon. All lots must be listed).	

Unit No.	Street No.	Street Name and Type	Suburb
	410	Flame Tree Rd.	Diwan
Postcode	Lot No.	Plan Type and Number (e.g. RP, SP)	Local Government Area(s)
	51	SR 767	Alexandria

2.2) Additional premises

- ☐ Additional premises are relevant to this development application and the details of these premises have been attached in a schedule to this development application
- ☒ Not required

3) Are there any existing easements over the premises?

Note: Easement uses vary throughout Queensland and are to be identified correctly and accurately. For further information on easements and how they may affect the proposed development, see the [DA Forms Guide](#)

- ☐ Yes – All easement locations, types and dimensions are included in plans submitted with this development application
- ☒ No

PART 3 – FURTHER DETAILS

4) Is the application only for building work assessable against the building assessment provisions?

- ☐ Yes – proceed to 8)
- ☒ No

5) Identify the assessment manager(s) who will be assessing this development application

6) Has the local government agreed to apply a superseded planning scheme for this development application?

- ☐ Yes – a copy of the decision notice is attached to this development application
- ☐ The local government is taken to have agreed to the superseded planning scheme request – relevant documents attached
- ☒ No

7) Information request under Part 3 of the DA Rules

- ☒ I agree to receive an information request if determined necessary for this development application
- ☐ I do not agree to accept an information request for this development application

Note: By not agreeing to accept an information request I, the applicant, acknowledge:

- that this development application will be assessed and decided based on the information provided when making this development application and the assessment manager and any referral agencies relevant to the development application are not obligated under the DA Rules to accept any additional information provided by the applicant for the development application unless agreed to by the relevant parties.
- Part 3 of the DA Rules will still apply if the application is an application listed under section 11.3 of the DA Rules.

Further advice about information requests is contained in the [DA Forms Guide](#).

8) Are there any associated development applications or current approvals?

- ☐ Yes – provide details below or include details in a schedule to this development application
- ☒ No

List of approval/development application	Reference	Date	Assessment manager
<input type="checkbox"/> Approval			
<input type="checkbox"/> Development application			
<input type="checkbox"/> Approval			
<input type="checkbox"/> Development application			

9) Has the portable long service leave levy been paid?

- ☐ Yes – a copy of the receipted QLeave form is attached to this development application
- ☐ No – I, the applicant will provide evidence that the portable long service leave levy has been paid before the assessment manager decides the development application. I acknowledge that the assessment manager may give a development approval only if I provide evidence that the portable long service leave levy has been paid
- ☒ Not applicable (e.g. building and construction work is less than \$150,000 excluding GST)

Amount paid	Date paid (dd/mm/yy)	QLeave levy number (A, B or E)
\$		

10) Is this development application in response to a show cause notice or required as a result of an enforcement notice?

- ☐ Yes – show cause or enforcement notice is attached
- ☒ No

11) Identify any of the following further legislative requirements that apply to any aspect of this development application

- ☐ The proposed development is on a place entered in the **Queensland Heritage Register** or in a local government's **Local Heritage Register**. See the guidance provided at www.des.qld.gov.au about the requirements in relation to the development of a Queensland heritage place

Name of the heritage place:	Place ID:

PART 4 – REFERRAL DETAILS

12) Does this development application include any building work aspects that have any referral requirements?

- ☐ Yes – the *Referral checklist for building work* is attached to this development application
- ☒ No – proceed to Part 5

13) Has any referral agency provided a referral response for this development application?

- ☐ Yes – referral response(s) received and listed below are attached to this development application
- ☐ No

Referral requirement	Referral agency	Date referral response

Identify and describe any changes made to the proposed development application that was the subject of the referral response and this development application, or include details in a schedule to this development application (if applicable)

PART 5 – BUILDING WORK DETAILS

14) Owner's details

- ☒ Tick if the applicant is also the owner and proceed to 15). Otherwise, provide the following information.

Name(s) (individual or company full name)	
Contact name (applicable for companies)	
Postal address (P.O. Box or street address)	
Suburb	
State	

Postcode	
Country	
Contact number	
Email address <i>(non-mandatory)</i>	
Mobile number <i>(non-mandatory)</i>	
Fax number <i>(non-mandatory)</i>	

15) Builder's details

X ☒ Tick if a builder has not yet been engaged to undertake the work and proceed to 16). Otherwise provide the following information.

Name(s) <i>(individual or company full name)</i>	
Contact name <i>(applicable for companies)</i>	
QBCC licence or owner – builder number	
Postal address <i>(P.O. Box or street address)</i>	
Suburb	
State	
Postcode	
Contact number	
Email address <i>(non-mandatory)</i>	
Mobile number <i>(non-mandatory)</i>	
Fax number <i>(non-mandatory)</i>	

16) Provide details about the proposed building work

What type of approval is being sought?

- ☒ Development permit
☐ Preliminary approval

b) What is the level of assessment?

- ☒ Code assessment
☐ Impact assessment *(requires public notification)*

c) Nature of the proposed building work (tick all applicable boxes)

- | | |
|---|---|
| <input type="checkbox"/> New building or structure | <input checked="" type="checkbox"/> Repairs, alterations or additions |
| <input type="checkbox"/> Change of building classification <i>(involving building work)</i> | <input type="checkbox"/> Swimming pool and/or pool fence |
| <input type="checkbox"/> Demolition | <input type="checkbox"/> Relocation or removal |

d) Provide a description of the work below or in an attached schedule.

e) Proposed construction materials

External walls	<input type="checkbox"/> Double brick	<input type="checkbox"/> Steel	<input type="checkbox"/> Curtain glass
	<input type="checkbox"/> Brick veneer	<input type="checkbox"/> Timber	<input type="checkbox"/> Aluminium
	<input type="checkbox"/> Stone/concrete	<input type="checkbox"/> Fibre cement	<input type="checkbox"/> Other
Frame	<input checked="" type="checkbox"/> Timber	<input type="checkbox"/> Steel	<input type="checkbox"/> Aluminium
	<input type="checkbox"/> Other		
Floor	<input type="checkbox"/> Concrete	<input type="checkbox"/> Timber	<input checked="" type="checkbox"/> Other
Roof covering	<input type="checkbox"/> Slate/concrete	<input type="checkbox"/> Tiles	<input type="checkbox"/> Fibre cement
	<input type="checkbox"/> Aluminium	<input checked="" type="checkbox"/> Steel	<input type="checkbox"/> Other

f) Existing building use/classification? *(if applicable)*

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g) New building use/classification? (if applicable)
Larger Farm Shed Roof for PV Solar Panels – covering existing Generator Shed
h) Relevant plans <i>Note: Relevant plans are required to be submitted for all aspects of this development application. For further information, see DA Forms Guide: Relevant plans.</i>
<input checked="" type="checkbox"/> Relevant plans of the proposed works are attached to the development application

17) What is the monetary value of the proposed building work?
\$15,000

18) Has Queensland Home Warranty Scheme Insurance been paid?		
<input type="checkbox"/> Yes – provide details below		
<input checked="" type="checkbox"/> No		
Amount paid	Date paid (dd/mm/yy)	Reference number
\$		

PART 6 – CHECKLIST AND APPLICANT DECLARATION

19) Development application checklist	
The relevant parts of <i>Form 2 – Building work details</i> have been completed	<input type="checkbox"/> Yes
This development application includes a material change of use, reconfiguring a lot or operational work and is accompanied by a completed <i>Form 1 – Development application details</i>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable
Relevant plans of the development are attached to this development application <i>Note: Relevant plans are required to be submitted for all aspects of this development application. For further information, see DA Forms Guide: Relevant plans.</i>	<input type="checkbox"/> Yes
The portable long service leave levy for QLeave has been paid, or will be paid before a development permit is issued (see 9)	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable

20) Applicant declaration
<input checked="" type="checkbox"/> By making this development application, I declare that all information in this development application is true and correct
<input checked="" type="checkbox"/> Where an email address is provided in Part 1 of this form, I consent to receive future electronic communications from the assessment manager and any referral agency for the development application where written information is required or permitted pursuant to sections 11 and 12 of the <i>Electronic Transactions Act 2001</i>
<i>Note: It is unlawful to intentionally provide false or misleading information.</i>
<p>Privacy – Personal information collected in this form will be used by the assessment manager and/or chosen assessment manager, any referral agency and/or building certifier (including any professional advisers which may be engaged by those entities) while processing, assessing and deciding the development application. All information relating to this development application may be available for inspection and purchase, and/or published on the assessment manager's and/or referral agency's website. Personal information will not be disclosed for a purpose unrelated to the <i>Planning Act 2016</i>, <i>Planning Regulation 2017</i> and the <i>DA Rules</i> except where:</p> <ul style="list-style-type: none"> such disclosure is in accordance with the provisions about public access to documents contained in the <i>Planning Act 2016</i> and the <i>Planning Regulation 2017</i>, and the access rules made under the <i>Planning Act 2016</i> and <i>Planning Regulation 2017</i>; or required by other legislation (including the <i>Right to Information Act 2009</i>); or otherwise required by law. <p>This information may be stored in relevant databases. The information collected will be retained as required by the <i>Public Records Act 2002</i>.</p>

PART 7 – FOR COMPLETION BY THE ASSESSMENT MANAGER – FOR OFFICE USE ONLY

Date received: Reference numbers:

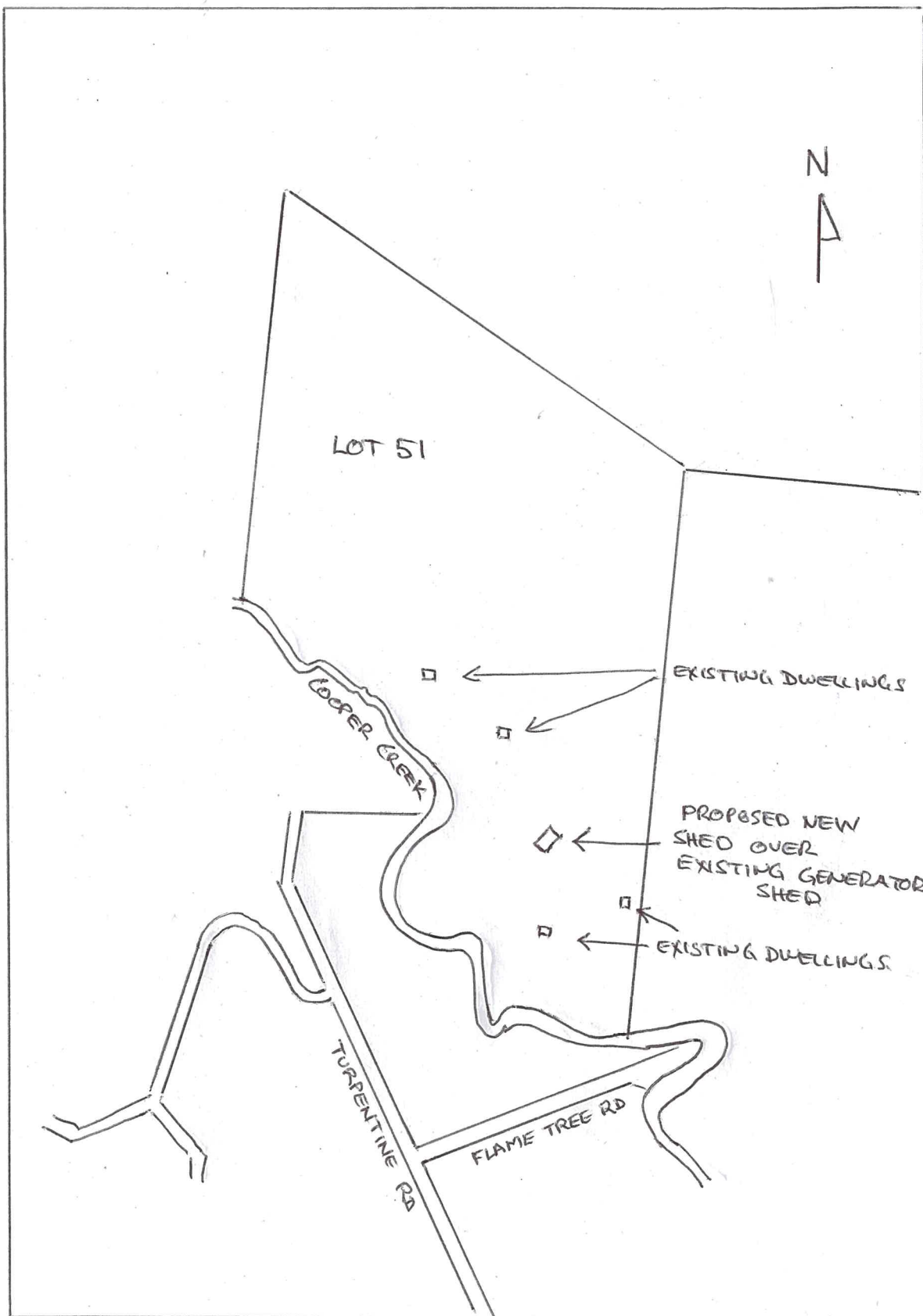
For completion by the building certifier		
Classification(s) of approved building work		
Name	QBCC Certification Licence number	QBCC Insurance receipt number

Notification of engagement of alternative assessment manager	
Prescribed assessment manager	
Name of chosen assessment manager	
Date chosen assessment manager engaged	
Contact number of chosen assessment manager	
Relevant licence number(s) of chosen assessment manager	

Additional information required by the local government			
Confirm proposed construction materials:			
External walls	<input type="checkbox"/> Double brick	<input type="checkbox"/> Steel	<input type="checkbox"/> Curtain glass
	<input type="checkbox"/> Brick veneer	<input type="checkbox"/> Timber	<input type="checkbox"/> Aluminium
	<input type="checkbox"/> Stone/concrete	<input type="checkbox"/> Fibre cement	<input type="checkbox"/> Other
Frame	<input type="checkbox"/> Timber	<input type="checkbox"/> Steel	<input type="checkbox"/> Aluminium
	<input type="checkbox"/> Other		
Floor	<input type="checkbox"/> Concrete	<input type="checkbox"/> Timber	<input type="checkbox"/> Other
Roof covering	<input type="checkbox"/> Slate/concrete	<input type="checkbox"/> Tiles	<input type="checkbox"/> Fibre cement
	<input type="checkbox"/> Aluminium	<input type="checkbox"/> Steel	<input type="checkbox"/> Other

QLeave notification and payment			
<i>Note: For completion by assessment manager if applicable</i>			
Description of the work			
QLeave project number			
Amount paid (\$)		Date paid (dd/mm/yy)	
Date receipted form sighted by assessment manager			
Name of officer who sighted the form			

Additional building details required for the Australian Bureau of Statistics			
Existing building use/classification? (if applicable)			
New building use/classification?			
Site area (m ²)		Floor area (m ²)	



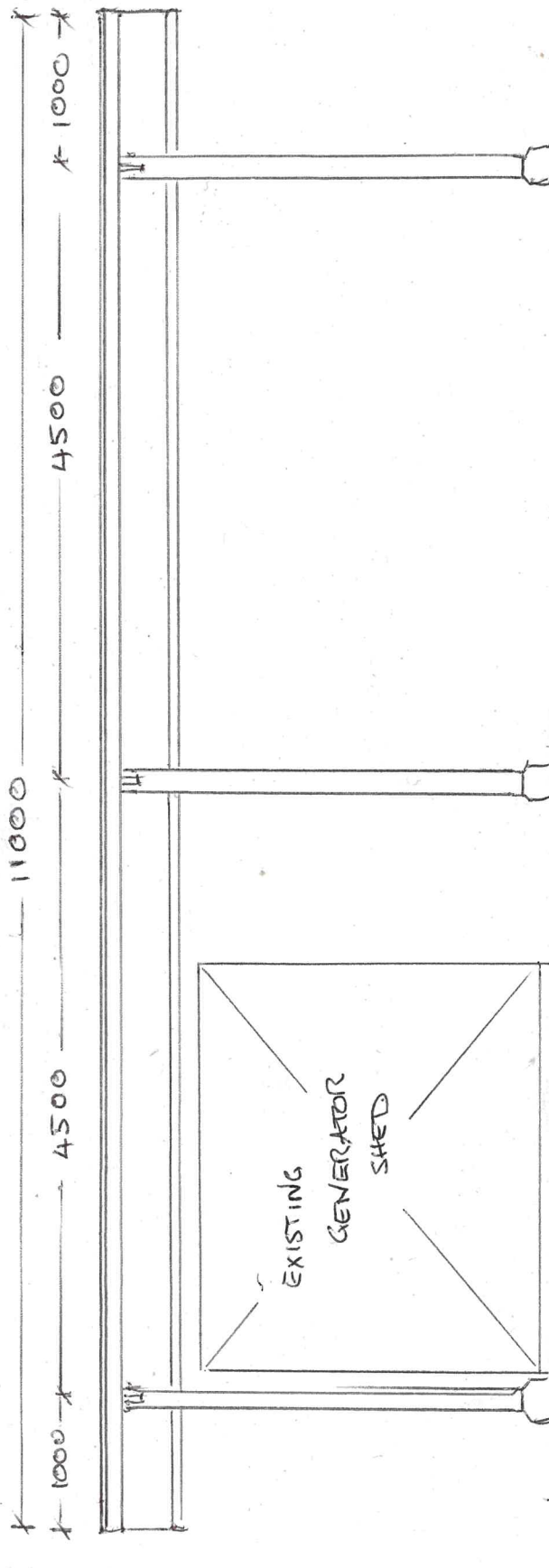
SITE PLAN

SCALE 1:8000

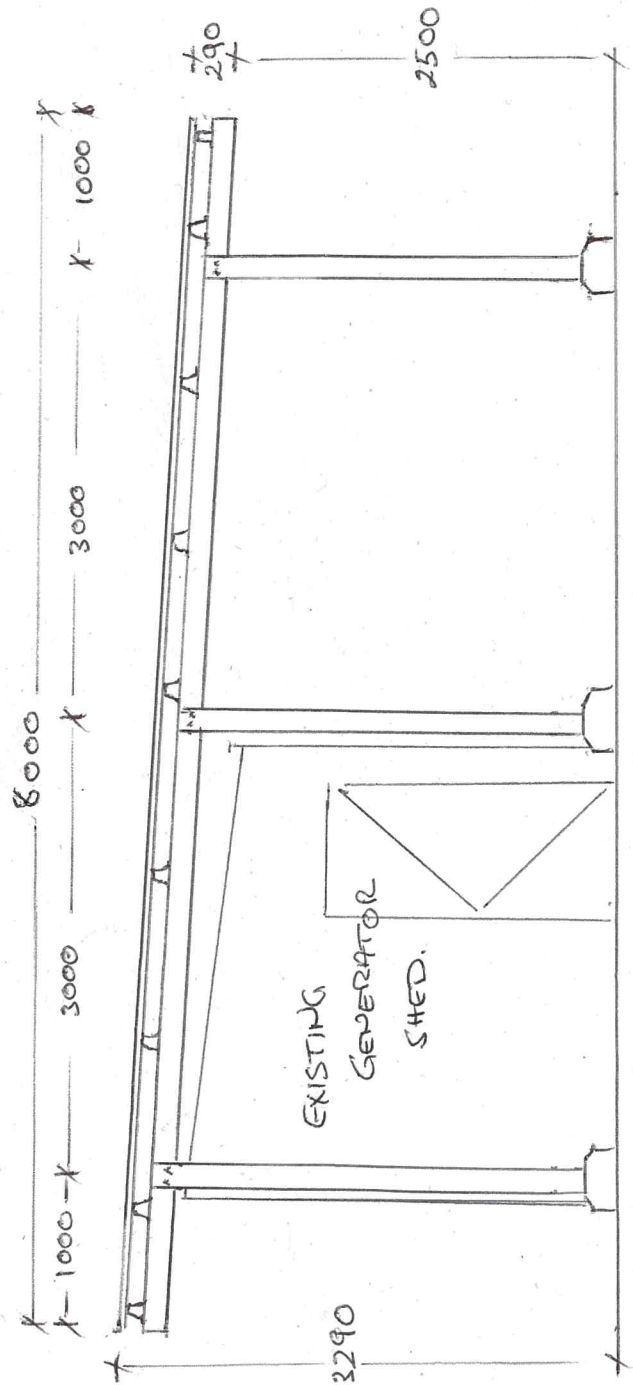
410 FLAME TREE RD. DIWAN.

LOT 51 SR 767.

DAVID FERGUSON.



SOUTH EAST ELEVATION



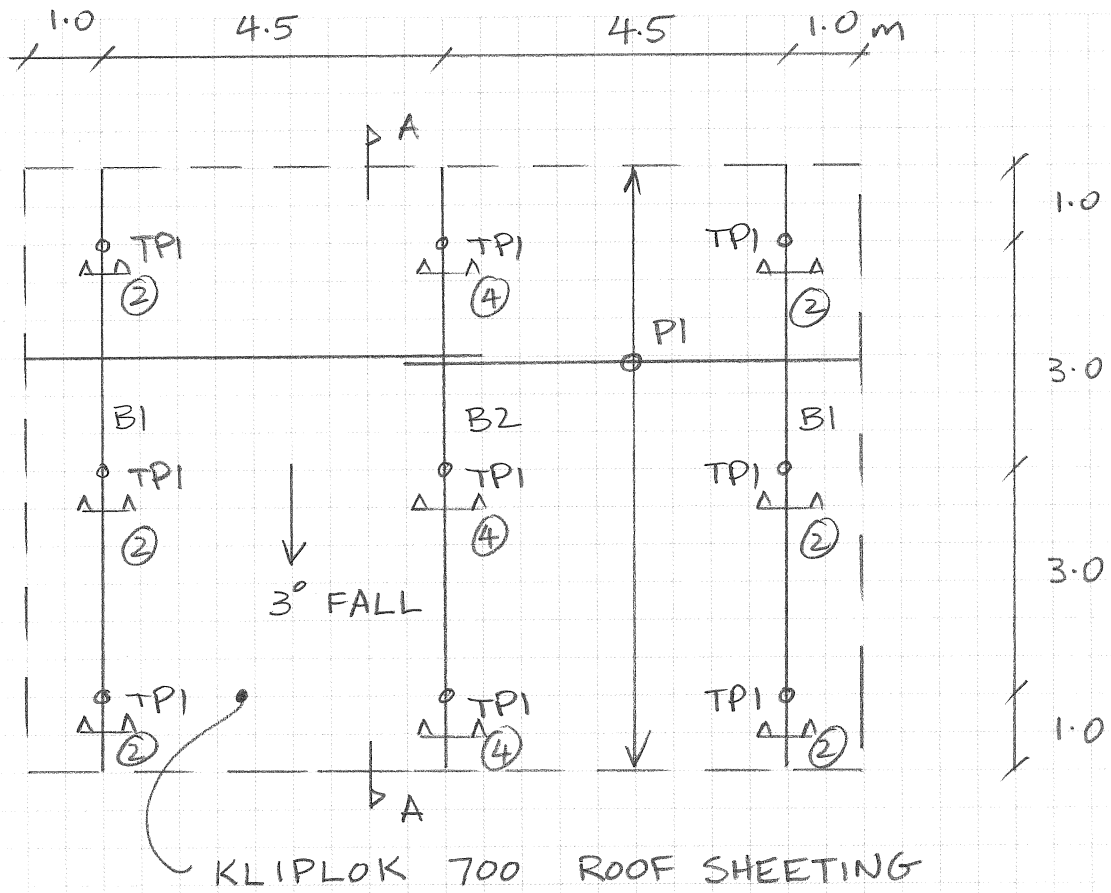
NORTH EAST ELEVATION

FARM SHED
FOR

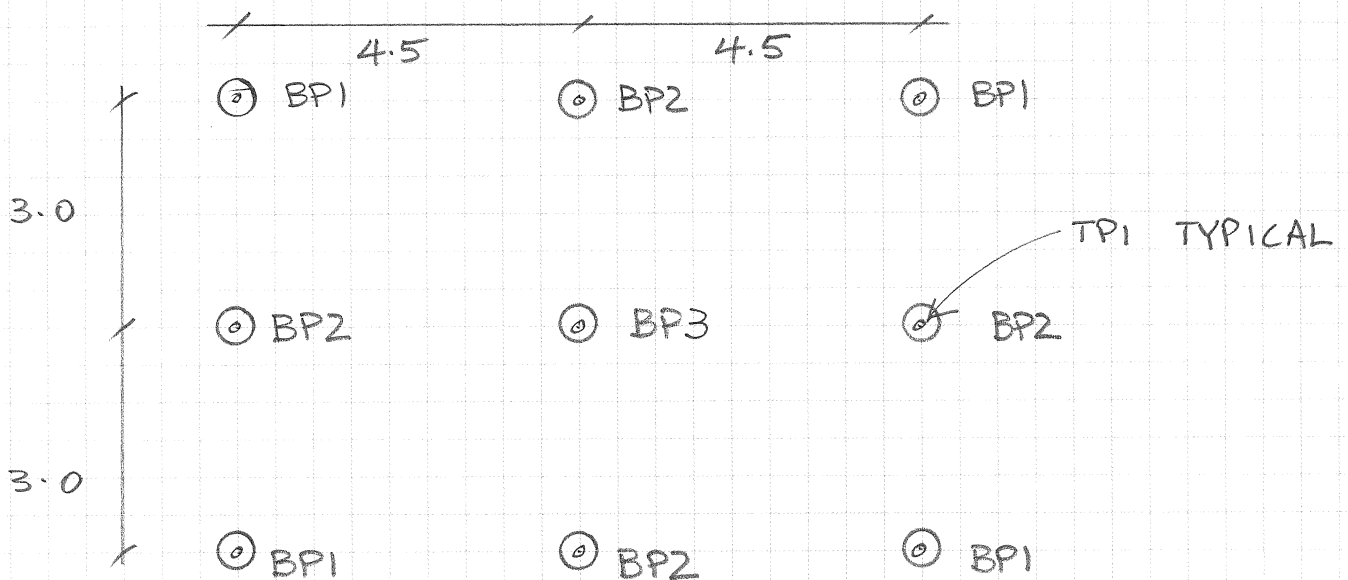
DAVID FERGUSON.

410 FLAME TREE RD
DIWAN.

LOT 51 SR 767.

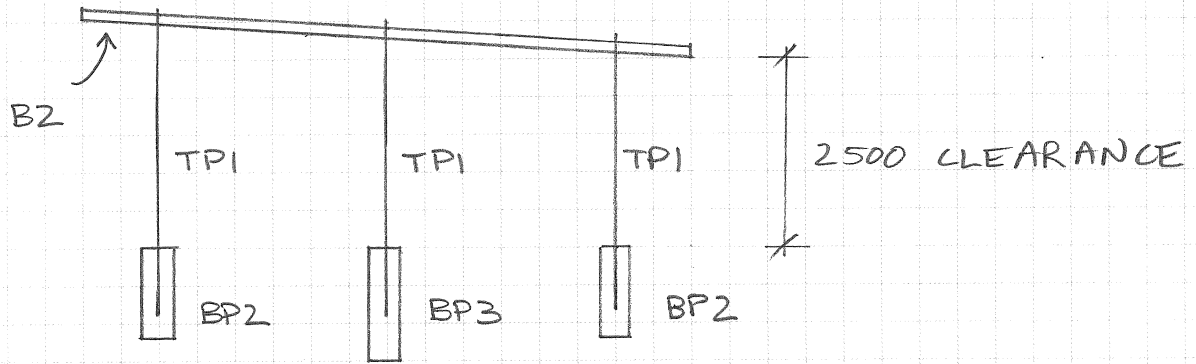


SHED ROOF PLAN (OPEN UNDER)

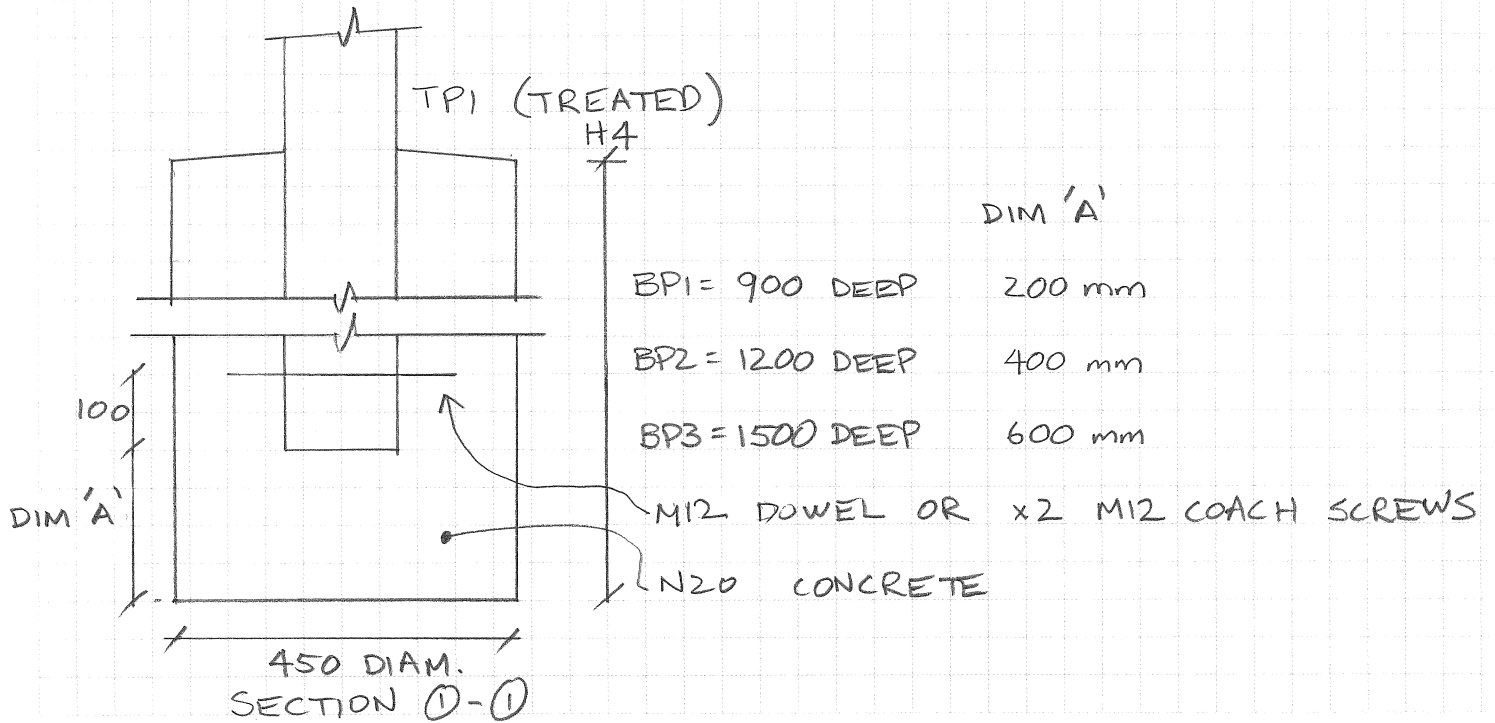
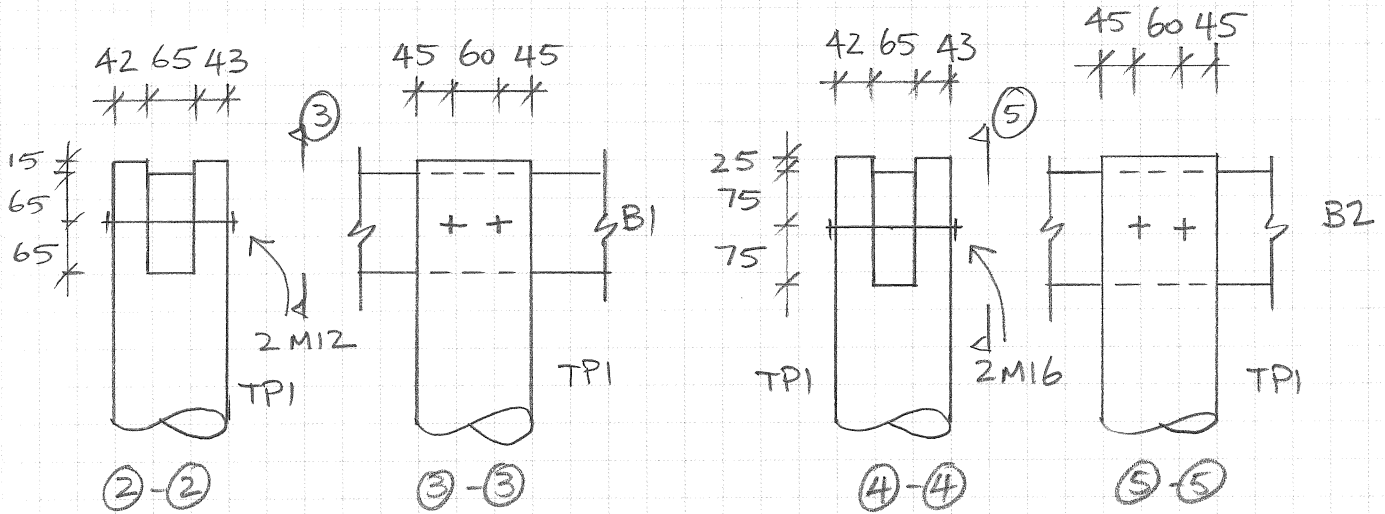


FOOTING PLAN

SK 21184-01



SECTION A-A



SK 21184-02

Ross Argent STRUCTURAL ENGINEER

phone: 07 4051 6022 mobile: 0417 280 000 email: ross@argent.net.au

MEMBER SCHEDULE

B1 - 130 X 65 LGL TIMBER BEAM.

B2 - 150 X 65 LGL TIMBER BEAM.

TP1 - 150 DIAMETER F14 TIMBER POST.

P1 - TOPSPAN TS912 AT 1200 MAX CENTRES WITH 4 SCREWS (M5.5-11 X 40) TO SUPPORT BEAM.

BP1 - 450 DIAM N20 MASS CONCRETE BORED PIER 900 DEEP.

BP2 - 450 DIAM N20 MASS CONCRETE BORED PIER 1200 DEEP.

BP3 - 450 DIAM N20 MASS CONCRETE BORED PIER 1500 DEEP.

SK 21184-03

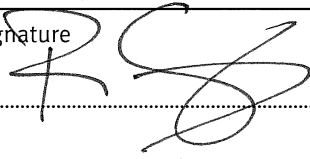
Form 15

Compliance certificate for building design or specification

This form is to be used by an appointed competent person for the purposes of section 10 of the *Building Act 1975* and sections 73 and 77 of the *Building Regulation 2021* (Design-specification certificate) stating that an aspect of building work or specification will, if installed or carried out as stated in this form, comply with the building assessment provisions.

Additional explanatory information is included in the Appendix at the end of this form.

<p>1. Property description</p> <p>This section need only be completed if details of street address and property description are applicable.</p> <p>E.g. in the case of (standard/generic) pool design/shell manufacture and/or patio and carport systems this section may not be applicable.</p> <p>The description must identify all land the subject of the application.</p> <p>The lot and plan details (e.g. SP/RP) are shown on title documents or a rates notice.</p> <p>If the plan is not registered by title, provide previous lot and plan details.</p>	<p>Street address (include number, street, suburb/locality and postcode)</p> <p><u>410 Flametree Rd, Diwan</u></p> <p>State <u>QLD</u> Postcode <u>4873</u></p> <p>Lot and plan details (attach list if necessary)</p> <p>Local government area the land is situated in</p> <p><u>Douglas Shire Council</u></p>
<p>2. Description of aspect/s certified</p> <p>Clearly describe the extent of work covered by this certificate, e.g. all structural aspects of the steel roof beams.</p>	<p>Structural engineering for open shed including footings, timber frame, structural steelwork, bracing and tie-down.</p>
<p>3. Basis of certification</p> <p>Detail the basis for giving the certificate and the extent to which tests, specifications, rules, standards, codes of practice and other publications were relied upon.</p>	<p>Wind Classification C2, Assumed 100 kPa bearing capacity, AS4100, AS 4600, AS 3600, AS 1720, AS 1684 Part 3, AS 1170 Parts 0,1 & 2, AS 4055.</p>

4. Reference documentation Clearly identify any relevant documentation, e.g. numbered structural engineering plans.	SK 21184-01 to 03 by Ross Argent.	
5. Building certifier reference number and building development application number	Building certifier reference number Building development application number (if available)	
6. Appointed competent person details Under Part 6 of the Building Regulation a person must be assessed as a competent for the type of work (design-specification) by the relevant building certifier.	Name (in full) Ross Argent Company name (if applicable) Contact person Ross Argent Business phone number 07 4051 6022 Mobile number 0417280000 Email address rosswilliamargent@gmail.com Postal address PO Box 887 Bungalow QLD State QLD Postcode 4870 Licence class or registration type (if applicable) Licence or registration number (if applicable) RPEQ 5932	
7. Signature of appointed competent person This certificate must be signed by the individual assessed and appointed by the building certifier as competent to give design-specification help.	Signature  Date 18/11/21	

LOCAL GOVERNMENT USE ONLY

Date received		Reference number/s	
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Appendix – explanatory information

IMPORTANT NOTE: it is an offence for a competent person to give a building certifier a document, including this form, that the person knows or reasonably suspects, is false or misleading.

Who can complete this certificate? (sections 10 of the *Building Act 1975* (Building Act) and 73 of Building Regulation 2021 (BR 2021))

A building certifier can accept from a competent person (design – specifications) a certificate stating that the competent person has assessed the building design or specification for the aspect of building work, and it will, if installed or carried out under the certificate, comply with the building assessment provisions, including any relevant standards and codes.

Schedule 10 of the BR 2021 defines *building design or specification* as any material, system, method of building or other thing related to the design of or specifications for building work.

For a competent person to meet the regulation requirements (section 77 of the BR 2021) they must substantially complete all sections of this form, including information, such as the design of a particular material, system, method of building or that a building element complies with the Building Code of Australia or a provision of the Queensland Development Code. It is also important that the details of the relevant reference documents are included, for example, the applicable Australian Standards or other technical provisions that may be applicable to the subject work.

What is the purpose of this form? (section 10 of the *Building Act 1975*)

The information in this form informs the building certifier's decision making when they are assessing a building development application and issuing the building development approval for the building work the subject of the certificate (form).

When is this form not required?

The assessment of some building applications will be entirely within the expertise of the relevant building certifier and therefore they may not seek the help of a competent person. In these instances, this form is not required.

Is a manufacturer or supplier required under the BR 2021 to complete and sign this Form 15, if requested?

No. A manufacturer or supplier of building materials is not required to complete and give this form or any aspect and inspection certificates if requested by a construction contractor, builder, appointed competent person, or a building certifier.

However, a manufacturer or supplier may give the construction contractor, builder, competent person or the building certifier evidence of suitability such as a manufacturers statement for an aspect or material that it is compliant with the relevant reference documents in the BCA i.e. the applicable Australian Standard/s.

What if there is not enough space for all the supporting material/documents?

Items 2, 3 and 4 requires the competent person to clearly identify the extent of the assessment that was undertaken for aspect/s of work identified in this form.

For instance, there is provision for material such as specifications, standards, codes or other relevant publications to be referenced in the form. However, if the space in the form is not sufficient to accommodate all of this material, you can create and refer to additional material in an addendum or attachment to the form.

The form is also available in a Microsoft Word version, that you can download and edit to include additional material in the relevant parts of the form. Note that editing the form in the Microsoft Word version may cause the relevant boxes to expand and increase the length of the document. This is acceptable and does not change the approved form, provided the section text (description on the left-hand side of the page) is not altered.

Appointed competent person (design or specification) – (sections 34 and 36 of the BR 2021)

A building certifier must assess and decide to appoint an individual as a competent person before they can, as a competent person, give design-specification help. The building certifier is required to keep detailed records about what was considered when appointing a competent person.

A building certifier must be satisfied that an individual is competent to give the type of inspection help having regard to the individual's experience, qualifications and skills and if required by law to hold a licence or registration, that the individual is appropriately registered or licensed.

An individual is appointed as competent to give design-specification help on or from a particular day. The building certifier can also decide an individual is a competent person (design-specification) and a competent person (inspection) at the same time or for the same systems or components of the work.

For further information about assessment of someone as a competent person refer to the **Guideline for the assessment of competent persons**.

PRIVACY NOTICE

The Department of Energy and Public Works is collecting personal information as required under the *Building Act 1975*. This information may be stored by the Department, and will be used for administration, compliance, statistical research and evaluation of building laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the *Building Act 1975*. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

Compliance Report

Conservation Zone

The proposed development meets all the performance outcomes in relation to the Conservation Zone as set out in Table 6.2.3.3

Performance outcomes	Acceptable outcomes	Our proposed outcome
PO1 The establishment of uses is consistent with the outcomes sought for the Conservation zone and protects the zone from the intrusion of inconsistent uses.	AO1 AO1 Uses identified in Table 6.2.3.3.b are not established in the Conservation zone.	It is not one of the uses in Table 6.2.3.3.b
PO2 The height of buildings is compatible with the character of the area and does not adversely affect the amenity of the area.	AO2 Buildings and structures are not more than 8.5 metres in height and two storeys. Note - Height is inclusive of roof height.	It is not more than 8.5 metres high
PO3 Development is setback from site boundaries so they are screened from view from the boundaries of adjoining properties and adjoining roads to maintain the scenic values of the area .	AO3 Buildings and structures are setback not less than: (a)40 metres from the frontage of a State-controlled road, existing or proposed arterial road, existing or proposed sub-arterial road, as identified on the Transport network overlay maps contained in Schedule 2; (b)25 metres from Cape Tribulation Road frontage; (c)20 metres from any other road frontage (d)10 metres from side and rear boundaries.	It is >200 ms from roads,
PO4 The site coverage of all buildings and structures does not have an adverse effect on the conservation or scenic amenity values of the site and surrounding area and buildings are subservient to the natural environment.	O4 Development is sited in an existing cleared area or an area approved for clearing, but which is not yet cleared until a development permit to carry out Building Works is issued. Any clearing is limited to a maximum area of 700m ² and is sited clear of the high bank of any watercourse.	It is in an existing cleared area

Performance outcomes	Acceptable outcomes	Our proposed outcome
	Note – The 700m2 area of clearing does not include an access driveway.	
PO5 Development is consistent with the overall outcomes sought for the Conservation zone.	AO5 No acceptable outcomes are prescribed.	It is consistent with the overall outcomes for the Conservation Zone
PO6 Development complements, and is subservient to the surrounding environment and is in keeping with the ecological, landscape and scenic values of the area.	AO6 The exterior finishes and colours of all development are non-reflective and consist of colours that blend easily with surrounding native vegetation and viewshed.	Exterior colours will blend with the natural environment except for the solar panels which will face upwards and not be viewed
PO7 Development is screened from view from adjoining roads and properties with a dense screen of endemic/native landscape which: (a) is informal in character and complementary to the existing natural environment; (b) provides screening; (c) enhances the visual appearance of the development Note – Planning scheme policy – Landscaping provides further guidance on meeting the performance outcome.	AO7.1 For any development, the balance area of the site not built upon, including all setback areas must be landscaped/revegetated with dense three tier, endemic planting which is maintained to ensure successful screening is achieved. AO7.2 Endemic palm species, where used, are planted as informal accent features and not as avenues and not in a regular pattern.	Development will not be visible by anyone other than people in the orchard of Lot 51

Performance outcomes	Acceptable outcomes	Our proposed outcome
<p>P08 Development is complementary to the surrounding environment.</p>	<p>AO8.1 Development harmonises with the surrounding environment, for example, through suspended, light-weight construction on sloping sites, which requires minimal excavation or fill.</p> <p>AO8.2 A driveway or parking areas are constructed and maintained to: (a) minimise erosion, particularly in the wet season; (b) minimise cut and fill; (c) follow the natural contours of the site; minimise vegetation clearing</p> <p>AO8.3 Buildings and structures are erected on land not exceeding a maximum gradient of 1 in 6 (16.6%)</p> <p>AO8.4 Buildings and structures are sited below any ridgelines and are sited to avoid protrusion above the surrounding tree-level canopy.</p>	<p>Complements the natural environment being on flat land with no excavation required and no driveways</p>

Performance outcomes	Acceptable outcomes	Our proposed outcome
PO9 Development is located to: (a) protect the ecological values of the site and surrounding land; (b) maintain the scenic values of the area; (c) maintain appropriate setbacks to waterways, watercourses, wetlands, tidal areas and overland flow paths; (d) avoid areas that are vulnerable to natural hazards; (e) minimise to the greatest extent possible on site excavation and filling; (f) provide buffers to cultural, historical or ecological features; (g) minimise visibility from external sites or public viewing points; (h) minimises to the greatest extent possible the loss of native vegetation and fauna habitat.	AO9 No acceptable outcomes are prescribed.	Protects all the conservation values as described
PO10 Development does not result in adverse impacts on: (a) ecological function or features; (b) on-site or surrounding waterways and wetlands.	AO10 No acceptable outcomes are prescribed.	Does not result in adverse impacts on ecological function, features, waterways or wetlands
PO11 Rehabilitation of natural processes on disturbed sites is undertaken to improve the environmental integrity of the area.	AO11 No acceptable outcomes are prescribed	Rehabilitation of the land is an ongoing process
PO12 Fencing is designed to not impede the free movement of native fauna through the site.	AO12 No acceptable outcomes are prescribed.	No fencing will occur

Performance outcomes	Acceptable outcomes	Our proposed outcome
<p>PO13 New lots contain a minimum lot size of 200hectares, unless:</p> <ul style="list-style-type: none"> (a) the lot reconfiguration results in no additionallots (e.g. amalgamation, boundary realignments); (b) the reconfiguration is limited to one additionallot to accommodate an existing or approved: <ul style="list-style-type: none"> (i) Telecommunications facility; (ii) Utility installation; (c) the lot reconfiguration facilitates and outcomeconsistent with the Return to Country local plan. <p>Note – Boundary realignments must result in an improvedenvironmental outcome or resolve encroachments.</p>	<p>AO13 No acceptable outcomes are prescribed.</p>	<p>No lot reconfiguration is involved</p>

Precinct 5, Cape Tribulation and Daintree Coast local plan

The proposal complies with Precinct 5 in the Cape Tribulation and Daintree Coast local plan are stated in 7.2.1.8 (2)a:

(2) The overall outcomes sought for Precinct 5 are to:

(a) provide for continued rural production activities where lawfully established and to permit low-key ancillary tourism enterprise such as farm attractions, roadside stalls in appropriate locations”

Performance outcomes	Acceptable outcomes	Our proposed outcome
<p>PO1 Development does not result in a demand which exceeds the capacity of:</p> <ul style="list-style-type: none"> (a) the Daintree River ferry crossing; (b) Alexandra Range Road; (c) the local road network. 	<p>AO1 No acceptable outcomes are prescribed.</p>	<p>It continues but does not expand an existing use or horticulture, specifically mangosteen fruit production</p>

Performance outcomes	Acceptable outcomes	Our proposed outcome
<p>PO2</p> <p>Development provides a suitable standard of self-sufficient service for:</p> <ul style="list-style-type: none"> (a) potable water; (b) water for fire fighting purposes; (c) electricity supply. 	<p>AO2.1</p> <p>Water storage is provided in tank/s with a minimum capacity to service the proposed use, including fire fighting capacity, and access to the tank/s for fire trucks. Tank/s are to be:</p> <ul style="list-style-type: none"> (a) fitted with a 50mm ball valve and camlockfitting; (b) installed and connected prior to occupation; (c) sited so as to be visually unobtrusive. <p>AO2.2</p> <p>Water storage tanks are to be fitted with screening at their inlets to prevent the intrusion of leaves and insects.</p> <p>AO2.3</p> <p>An environmentally acceptable and energy efficient power supply is constructed, installed and connected prior to occupation and sited so as to be screened from the road.</p>	<p>It increases the self-sufficiency of Lot 51 for energy and does not change its existing self-sufficiency for potable water and water for fire fighting purposes.</p>
<p>PO3</p> <p>On-site waste water does not adversely impact on the environmental quality of the water and soil resources or amenity of residents, through the implementation of best environmental practice.</p>	<p>AO3</p> <p>No acceptable outcomes are prescribed.</p>	<p>There will be no on-site waste water, just run off from the roof, which will be diverted to soak in through an agricultural drain</p>
<p>PO4</p> <p>The sustainability of the natural water resources of the area is protected for ecological and domestic consumption purposes.</p>	<p>AO4.1</p> <p>If groundwater is to be used, development is limited to one bore per site and the bore is:</p> <ul style="list-style-type: none"> not located within 100 metres of a septic disposal trench (on the site or adjoining sites); not located within 100 metres of another bore. <p>AO4.2</p> <p>Surface water is to be used for domestic purposes only.</p>	<p>No use of the natural water resources will occur</p>

Performance outcomes	Acceptable outcomes	Our proposed outcome
PO5 Development does not adversely impact on areas of sensitive natural vegetation, foreshore areas, watercourses and/or areas of tidal inundation.	A05 No acceptable outcomes are prescribed.	The proposed shed upgrade is located on existing cleared land and well away from areas of sensitive natural vegetation, foreshore areas, watercourses and/or areas of tidal inundation.
PO6 Development is subservient to the surrounding natural environment in scale and intensity and is designed to be functional in a humid tropical rainforest environment.	A06.1 The exterior finishes and colours of buildings are non-reflective and complement the colours of the surrounding vegetation and view shed. A06.2 The noise of generators is controlled by design, or the generator is enclosed within a sound insulated building with a residential approved muffler. The noise level generated is less than 65dBA when measured from a distance of 7 metres. A06.3 Any fuel storage associated with an on-site generator, with storage of 20 litres or more of fuel, is enclosed with a building and provided with a bund.	The Proposed shed upgrade is subservient to the surrounding environment where it is located in the orchard. It will result in much less generator use and the noise of and fuel for the generator will be controlled in accordance with A06.2 and A06.3
PO7 Landscaping of the development ensures that the endemic character of the local area is dominant.	A07.1 Landscaping complies with the requirements of Planning Scheme Policy 7 – Landscaping; A07.2 All of the existing landscaping to be retained and all of the proposed landscaping is 100% endemic or native species and the details are provided on a landscape plan.	Landscape allows for return of natural vegetation in the previously cleared area outside the orchard and is resulting in return of many endemic plants

Performance outcomes	Acceptable outcomes	Our proposed outcome
PO8 Site access driveways and roads within the localplan area are retained as safe, slow speed, scenic drives.	A08.1 Site access driveways and existing or proposed roads comply with the relevant requirements of Planning Scheme Policy 5 – FNQROC Development Manual and are maintained as low speed gravel roads to maintain the scenic drive experience and to discourage the use of roads bythrough-traffic; A08.2 Where existing roads/tracks are 4-wheel drive only, upgrading to facilitate conventional vehiclesand an increase in through traffic does not occur.	It uses existing driveways
PO9 The on-site impacts on natural flow regimes anderosion and sedimentation are minimised.	A09.1 Filling and excavation is kept to a minimum and involves not more than 5% of the cleared area ofthe lot. A09.2 All exposed surfaces must incorporate erosionand sediment controls during construction andmust be maintained until revegetation, or otherpermanent stabilisation, has occurred.	Natural flow regimes will not be altered. No surfaces will be exposed during construction.

Rural Activities Code

A farm shed is considered to be a Rural Activity, and the proposed development meets all the performance outcomes in 9.3.17.3

Performance outcomes	Acceptable outcomes	Our proposed outcome
PO1 (d) Development must not result in unreasonable impacts on the environment, landscape values orthe amenity of surrounding areas.	A01.1 Rural Activities are conducted on premises 1 hectare or greater. A01.2 Development is restricted to: (a) animal husbandry, including the keeping andbreeding of livestock and bees, where the	The area of the land is >1h and the use of the upgraded shed is restricted to horticulture/ancillary energy supply on already cleared land

Performance outcomes	Acceptable outcomes	Our proposed outcome
	<p>livestock and bees are housed a minimum of 15 metres from any residential building on the site and 100 metres from any residential building on an adjoining premises;</p> <p>(b) horticulture (including Cropping and Intensive horticulture, Wholesale nursery);</p> <p>(c) storing produce resulting from horticulture carried out on the site;</p> <p>(d) existing areas of cleared land;</p> <p>(e) any minor ancillary activity that supports the primary rural activity land use.</p>	
<p>P02</p> <p>The siting of horticultural buildings and structures must not impact on the amenity of adjoining properties or the open character of the area.</p>	<p>A02</p> <p>Any horticultural structure, including all greenhouses and other roofed structures used for cultivating crops, is setback a minimum of 6 metres from any property boundary.</p>	<p>It is >6 m from the boundary</p>
<p>P03</p> <p>Roof water from any horticultural structures must not cause any increase in flooding or drainage problems.</p>	<p>A03</p> <p>Development ensures that the total roofed area, which includes all impervious roofing materials such as glass or plastic sheeting of horticultural buildings and structures, does not exceed 2000m².</p>	<p>The total roofed area is <2000m²</p>

COPY

**WET TROPICS
CO-OPERATIVE
MANAGEMENT DEED**

for conservation of
WORLD HERITAGE VALUES

WET TROPICS MANAGEMENT AUTHORITY

("Authority")

**ROSEMARY HILL, ROBERT SWAIN,
DAVID MAXWELL FERGUSON,
HENRY MICHEL, DENISE MARY COLEMAN AND
JANE CHRISTINE KING**

("Landholder")

**LOT 51 ON SR767
PARISH OF SOLANDER, COUNTY OF ALEXANDER**

("Land")



Wet Tropics Management Authority

Level 1, 15 Lake Street

National Mutual Tower

CAIRNS QLD 4870

PHONE: (07) 40520 555 / FAX: (07) 40311 364

CONTRACT NO 625

Co-operative Management Agreements (CMA's)

Preamble

In initiating voluntary Co-operative Management Agreements, the Wet Tropics Management Authority is inviting the community to become more meaningfully involved in management of the Wet Tropics World Heritage Area.

Community involvement through CMA's has an important role to play in protecting, conserving, rehabilitating and presenting the World Heritage Area; it provides an opportunity to secure appropriate land management into the future.

CMA's can cover land either inside or neighbouring the World Heritage Area. They can be negotiated between the Authority and, as appropriate, individuals, private landholders, aboriginal peoples, community groups or Government agencies.

Although CMA's primarily focus on ensuring sound management of land for conservation of world heritage values, they may also provide for financial, technical, scientific or other assistance in relation to management of the land.

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WET TROPICS CO-OPERATIVE MANAGEMENT DEED

PARTIES:

WET TROPICS MANAGEMENT AUTHORITY

("Authority")

**ROSEMARY HILL, ROBERT SWAIN,
DAVID MAXWELL FERGUSON,
HENRY MICHEL, DENISE, MARY COLEMAN AND
JANE CHRISTINE KING**

("Landholder")

RECITALS

- A. The Land is described as 51 on Registered Plan SR767, Parish of Alexander, County of Solander, , Diwan;
- B. The Landholder is the registered proprietor of the Land;
- C. The Authority is charged with the implementation of the Agreement;
- D. To further protection of World Heritage values on land within or associated with the Wet Tropics World Heritage Area, the Authority seeks to enter into co-operative management agreements with landholders.
- E. The Authority, in accordance with its functions, wishes to restore and protect the natural and cultural environment of the Land;
- F. The Landholder and the Authority agree to be bound by the terms of this Agreement and co-operate in the stewardship of the Land.

IT IS CONVENANTED AND AGREED:

1. OBJECTIVES OF THE AGREEMENT

- 1.1. To conserve, protect and rehabilitate biological diversity, ecological integrity and cultural values of the Land.
- 1.2. To transmit to future generations the biological diversity, ecological integrity and cultural values of the Land.
- 1.3. To sustainably manage the primary production of that part of the land not hatched in green on the drawing in Schedule 1 of this Agreement.

2. LANDHOLDER AND THE AUTHORITY AGREE TO CO-OPERATE

- 2.1. The Landholder and the Authority will adopt a co-operative and consultative approach to management of the Land

3. OWNERSHIP

- 3.1. Registered Owner

The Landholder is the registered proprietor of the Land.

4. STEWARDSHIP

- 4.1. Management

The Landholder agrees to manage the Land by Stewardship.

- 4.2. Conserve

The Landholder must conserve biological diversity and ecological integrity on that part of the Land hatched in green on the drawing in the Schedule of this Agreement headed "Land Designation Schedule".

- 4.3. Vegetation Protection

The Landholder must not destroy or cause to be destroyed native vegetation on that part of the Land hatched in green on the drawing in Schedule 1 of this Agreement headed "Land Designation Schedule" without the prior written approval of the Authority unless the vegetation in the reasonable opinion of the Landholder poses an immediate threat to life or property.

- 4.4. Earthworks

The Landholder shall not do or cause to be done any earthworks on that part of the Land hatched in green on the drawing in Schedule 1 of this without the prior written approval of the Authority except for earthworks of a minor nature (such as the digging of a hole to plant a tree) or for earthworks which in the reasonable opinion of the Landholder are required to remove an immediate threat to life or property, or for such earthworks as are necessary to maintain the existing access road and access to water supply line.

- 4.5. Destroy Noxious Weeds and Exotic Plant Species

The Landholder must attempt to prevent the spread of weeds or exotic plant species from that part of the Land which is not hatched in green on the drawing in Schedule 1 of this Agreement. Weeds are those defined in Schedule 2 to this Agreement headed "Undesirable Plant Species". Exotic species are plants which are not indigenous to the area.

4.6. Feral Animals

The Landholder will allow the Authority's agent to catch, trap or destroy on the Land and take from the Land any fauna designated by the Authority as harmful to the Wet Tropics Area.

The Authority indemnifies the Landholder against any action or suit brought against the Land holder as a result of damage occasioned by the catching, trapping or destroying of fauna by the Authority other than for the negligent acts or omissions of the Landholder.

4.7. Domestic Pets

The Landholder must not keep cats on the Land. Domesticated animals will be confined to the non-designated area of the Land, being that area not hatched in green on Schedule 1 of this Agreement.

4.8. Propagation

The Authority does not object to the Landholder propagating native vegetation for the purpose of revegetation of the land. This includes the taking of seed from plants located on the Land. The Landholder shall be responsible for obtaining any permits or approvals required to propagate native vegetation.

4.9. Aboriginal Cultural Heritage Values

The Landholder agrees to take appropriate action to identify and protect any site, area or item of cultural heritage significance, including:

- Permitting the conduct of a cultural heritage survey under the auspices of the traditional land carers where requested by the carers
- Negotiating the protection and management of any cultural sites or moveable cultural property found on the Land with traditional land carers
- Negotiating site access protocols as necessary with the traditional land carers
- Notify traditional land carers of any discovery of moveable items of indigenous material culture, and
- Negotiating the declaration of an area as a "designated landscape" under the Cultural Record (Landscapes Queensland and Queensland Estate) Act 1997 where requested by the traditional land carers or the Environmental Protection Agency.

4.10. Commitment to Undertake Works

The Landholders will carry out any works detailed in clause 5.4 within 48 months of the date of receipt by them of the Authority's contribution. Should the Landholders fail to satisfy this condition, the amount paid by the Authority will be recoverable as a liquidated debt pursuant to clause 6.1 of this Agreement.

5. ASSISTANCE

5.1. Vegetation Audit

The Authority will undertake at no cost to the Landholder a vegetation audit of the Land.

The vegetation audit will identify the location of significant plant species on the Land, location of noxious weeds and exotic plant species.

5.2. Provision of Research Results

The Authority will provide to the Landholder without charge the results of any research it undertakes or funds which would contribute to the better management and stewardship of the Land.

5.3. Access to Land Protection Schemes

The Authority will use its best endeavours to keep the Landholder informed of any land protection assistance schemes promoted by the Commonwealth, Queensland or local government, and will give its support to the Landholder in any application for assistance under such a scheme when the Authority considers that the Landholder is eligible for assistance under the scheme.

5.4. Management Assistance (Financial)

Within 28 days of the date of signing of this Agreement, the Authority will pay the sum of \$15,000 (fifteen thousand dollars) as a contribution towards the cost of

- (a) Purchasing a tractor or other suitable vehicle for the purpose of weed and exotic plant control
- (b) Improving driveway (purchasing and laying gravel as appropriate)
- (c) Purchasing solar power equipment for caretaker's residence
- (d) Removing car bodies where environmental damage will be minimal

6. DEFAULT BY LANDHOLDER

6.1. Liquidated Debts

If the Landholder fails to duly carry out his obligations under this Agreement the Authority will provide the Landholder with the option to meet his obligations within a timeframe to be agreed between the Landholder and the Authority.

Should the Landholder fail to meet his obligations within this timeframe, the Authority may recover from the Landholder, as a liquidated debt, the amount of any monies paid to the Landholder.

7. TERMS OF AGREEMENT

This agreement has been established in perpetuity as it is intended to be binding of future owners of the land.

8. LANDHOLDER'S OBLIGATIONS TO SUBSIST

This Agreement shall continue and remain in full force and effect whether the Landholder does not become or shall at any time cease to be the registered proprietor of the Land or any part of it.

9. NOVATION OF DEED UPON TRANSFER

9.1. Consent to Sale

The Landholder shall not sell, transfer or otherwise alienate or agree to sell, transfer or alienate the Land or any part of it or any interest in it except subject to the condition that the purchaser, transferee or alienee shall enter into a Deed of Novation of this Agreement with the Authority by which the purchaser, transferee or alienee becomes contractually bound to the Authority to perform and fulfil the obligations of the Landholder under this Agreement or such of them as remain unperformed or unfulfilled by the Landholder at the time of such sale, transfer or alienation as if the purchaser, transferee or alienee were the Landholder.

10. COVENANTS

10.1. Registration of Covenant

The parties agree to do all things necessary to register a conservation covenant against the title to Land as provided under the Land Title Act 1994 (or Land Act 1994).

10.2. Associated Costs of Registration of Covenant

The Authority will pay all costs associated with such registration of a conservation covenant (including the Landholders reasonable legal costs on a Solicitor and own client basis).

11. RIGHT OF ENTRY

11.1. Right of Entry

The Landholder will permit the Authority and its members, officers, agents, servants, employees, contractors and sub-contractors and other persons authorised by the Authority at all time during the operation of this Agreement to enter into and upon the Land with all necessary vehicles, plant and equipment for the following purposes:

- (a) examining and inspecting the state and condition of the Land and the extent of the Landholder's works;

- (b) ascertaining whether the obligations of the landholder under this Agreement have been fully performed and fulfilled;
- (c) exercising the Authority's right under the clause headed "Default by Land holder".

11.2. Notice before Entry

The Authority must give fourteen days notice of any intention to enter the Land unless the Authority on reasonable grounds considers that the delay in giving notice is prejudicial to its responsibilities under the Agreement.

11.3. No Entry to Residence

Nothing in this clause shall be interpreted to allow entry into the residential dwelling of the Landholder.

12. SETTLEMENT OF DISPUTES

- 12.1. If a dispute arises between the parties in connection with this Agreement, the parties undertake in good faith to use all reasonable endeavours to settle the dispute.
- 12.2. If the issues in dispute cannot be resolved by the parties themselves, the parties will agree to independent mediation through the Dispute Resolution Service of the Queensland Justice Department.
- 12.3. If the issues in dispute cannot be resolved through mediation, the parties undertake to have the issues arbitrated by an arbitrator agreed by the parties, or failing agreement, by an arbitrator appointed by the President of the Institute of Arbitration of Australia.
- 12.4. The Parties agree to meet their own costs associated with the resolution of disputes.

13. SERVICE

Any certificate, demand or notice by or from the Authority to or upon each of the Landholders shall be sufficiently made, given or served if left at or forwarded by certified post in an envelope addressed to the Landholder at his address or place of business or abode last known to the Authority or, if the Landholder is a company, at its registered office. The certificate, demand or notice if sent by post shall be deemed to have been made, given or served at the time when in due course of post it would be delivered at the address to which it is directed, whether or not it is actually received and in proving service by postage it shall only be necessary for the Authority to certify to that effect under the hand of the Executive Director.

14. TIME

Time shall in all cases be of the essence of this Agreement.

15. COSTS

Except for any costs associated with the resolution of disputes under this Agreement, the Authority shall pay all costs, charges and expenses (including the Landholder's reasonable legal costs on a Solicitor and own client basis) of and incidental to the preparation, completion and stamping of this Agreement or counterparts thereof and any other document required under this Agreement.

16. GOODS AND SERVICES TAX

16.1 In this clause "GST" means a goods and services tax or similar tax, levy or impost imposed by the Commonwealth of Australia.

16.2 The Landholder shall provide documentation to the Authority in a format required by the Deputy Commission of Taxation to ensure that the Authority can proceed to make claims for input tax credits, when applicable

16.3 Upon agreement the Authority may issue a recipient generated invoice when GST is payable on the supply

16.4 When a supply is excluded from the Australian Business Number rule because:

- (i) the total payment is less than \$50.00;
- (ii) the supply is wholly input taxed under GST; or
- (iii) the Landholder provides a *Statement by Supplier*;

the Authority will not be required to withhold 48.5% of the payment.

17. INTERPRETATION

In this document unless the context otherwise requires:-

- (a) a reference to a person includes any other entity recognised by law and vice versa;
- (b) works importing the singular and plural number and the masculine gender shall be read as also importing the plural or singular number and the feminine or neuter gender as the case may require;
- (c) a reference to a Party includes that Party's successors and/or permitted assigns;
- (d) clause headings are for reference purposes only;
- (e) where any word or phrase is given a defined meaning in this document, any other part of speech of other grammatical form in respect of such word or phrase shall have a corresponding meaning;
- (f) a reference to a Schedule is a reference to the corresponding Schedule to this Agreement;

- (g) a reference to this Agreement includes this Agreement and its Schedules;
- (h) references to this Agreement or any other documents include the Agreement or document as varied or replaced, notwithstanding any change in the identity of the parties thereto;
- (i) a reference to a statute includes all regulations under, and any amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (j) a reference to a monetary amount is a reference to an Australian currency amount;
- (k) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and includes telex and facsimile transmission;
- (l) an obligation of two or more Parties shall bind them jointly and severally;
- (m) an obligation incurred in favour of two or more Parties shall be enforceable by them severally.

18. DEFINITIONS

In this Agreement, unless inconsistent with the context of subject matter:

"Act" means the Wet Tropics World Heritage Protection and Management Act 1993;

"Authority" has the meaning given by Section 4 of the Act;

"Chief Executive" has the meaning given by Section 33 of the Acts Interpretation Act 1954;

"Conservation Covenant" means a statutory covenant established under Section 97A of the Land Title Act 1994 which is registered against a freehold title or Section 373A of the Land Act 1994 which is registered against non freehold land for the purposes of conserving and protecting the natural or cultural values of the land.

"conservation of biological diversity and ecological integrity" means conservation of biological diversity and ecological integrity of the natural environment should be a fundamental consideration;

"designated land" means that part of the Land described as Lot 51 on Registered Plan No. SR767, Parish of Alexander, County of Solander, Diwan, being the area which is not hatched in green on the drawing in Schedule 1 of this Agreement. The "designated land" is that part of the land which was not cleared of native vegetation in the early 1970's, precise boundaries of which can be ascertained from aerial photography from this era.

"destroy" has the same meaning as "destroying" in the Act;

"earthworks" means to cause or suffer the deposition or placement on or excavation or removal from part of any Land, any ballast, rock, stone, shingle, soil, gravel, sand, clay, earth, debris or other matter or thing but does not mean any excavation of a minor nature for example the digging of a hole and planting of seedling or young tree in that hole;

"ecologically sustainable development" means using, conserving and enhancing the community's resources so that ecological processes, on which life depends, are maintained and the total quality of life, now and in the future, can be increased;

"Intergenerational equity" means the present generation should ensure that the health diversity and productivity of the environment is maintained or enhanced for the benefit of future generations;

"Land" means the Land described as 51 on Registered Plan No. SR767, Parish of Alexander, County of Solander, Diwan

"Landholder's Works" means the works and other matters which the Landholders are obliged to carry out under this Agreement;

"Minister" has the meaning given by Section 33 of the Acts Interpretation Act 1954;

"Precautionary Principle" means that where there are threats of serious or irreversible environmental damage, lack of full scientific certainty should not be used as a reason for postponing measures to prevent environmental degradation;

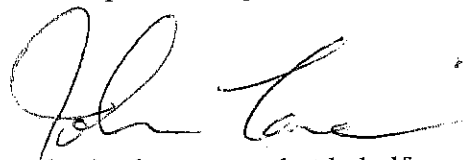
"Stewardship" means the adoption of sound environmental practices and procedures as a basis for conservation of biological diversity and ecological integrity and intergenerational equity. Methods of achieving these goals will include use of the precautionary principle and ecologically sustainable development;

"Wet Tropics Area" has the meaning given by Section 4 of the Act.

DATED: 14th August 2001

ACCORDINGLY the parties have executed this agreement on the day and year first above written

SIGNED by John Lane, Acting Executive Director, Wet Tropics Management Authority on behalf of the Wet Tropics Management Authority,

Signature: 

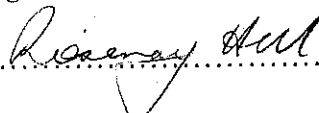
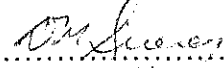
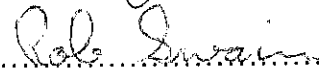
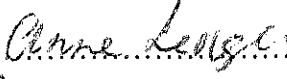
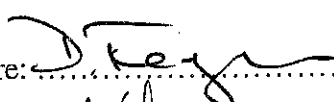

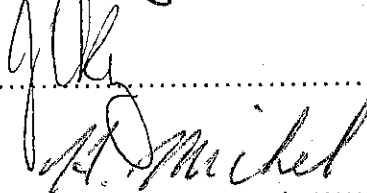
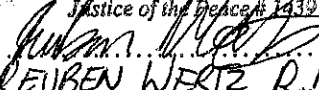

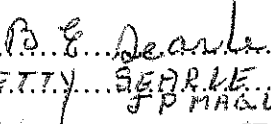

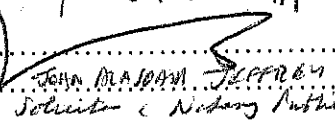
a person duly authorised to act on that behalf

in the presence of: Lyn Wallace

Signature 

Full Name to be Printed:

SIGNED by Rosemary Hill, Robert Swain, David Maxwell Ferguson, Henry Michel, Denise Mary Coleman and Jane Christine King who certify that they are the registered proprietors of Lot 51 on Registered Plan No. SR767, Parish of Alexander, County of Solander, Diwan.

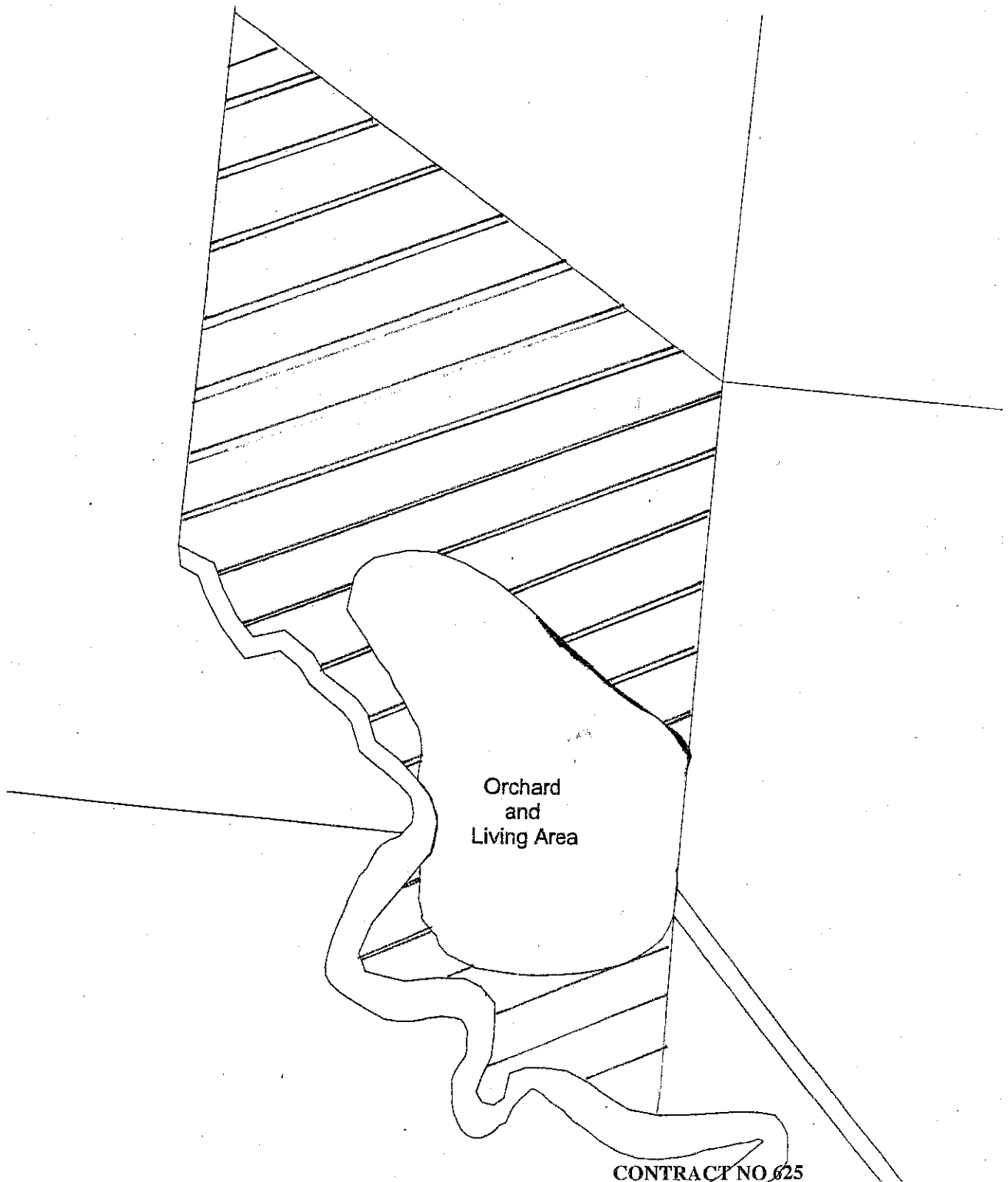
Landholder signature	Witness- print full name and signature
Signature: 	In the presence of:  (print full name) DENISE MARY COLEMAN
Signature: 	In the presence of:  (print full name) ANNE LEDGER
Signature: 	In the presence of:  (print full name) COLETTE NEEDHAM ACT Justice of the Peace # 1439
Signature: 	In the presence of:  (print full name) REUBEN WERTZ R.N. 79308
Signature: 	In the presence of:  (print full name) BETTY SEARLE JP MAGILL
Signature: 	In the presence of:  (print full name) JOHN MASDON Solicitor & Notary Public
Signature:	In the presence of:
	(print full name)

being persons duly authorised to act on that behalf

SCHEDULE 1 - LAND DESIGNATION SCHEDULE

Landholder: Rosemary Hill, Robert Swain, David Maxwell Ferguson, Henry Michel, Denise Mary Coleman and Jane Christine King

Property Description: Lot 51 SR767



SCHEDULE 2 - UNDESIRABLE PLANT SPECIES

SPECIES	FAMILY	COMMON NAME
<i>All non native members of the Acanthaceae Family</i>	ACANTHACEAE	
<i>Allamanda cathartica</i>	APOCYNACEAE	Allamanda
<i>Annona glabra</i>	ANNONACEAE	Pond Apple
<i>Bambusa spp</i>	POACEAE	Bamboo
<i>Brachiaria mutica</i>	POACEAE	Para grass (ponded pasture)
<i>Cabomba caroliniana</i>	CABOMBACEAE	Cabomba (aquatic weed)
<i>Calopogonium mucunoides</i>	FABACEAE	Calopo (pasture legume)
<i>Centrosema pubescens</i>	FABACEAE	Centro (pasture legume)
<i>Chuckrasia velutina</i>	MELIACEAE	East Indian Mahogany
<i>Cinnamomum camphora</i>	LAURACEAE	Camphor Laurel
<i>Clitoria laurifolia</i>	FABACEAE	Clitoria
<i>Coffea arabica</i>	RUBIACEAE	Coffee
<i>Duranta repens</i>	VERBENACEAE	Golden Dewdrops/Sky Flower
<i>Eichhornia crassipes</i>	PONTEDERIACEAE	Water Hyacinth
<i>Glycine spp</i>	FABACEAE	Glycine
<i>Harungana madagascariensis</i>	CLUSIACEAE	Harungana
<i>Hemigraphis colorata</i>	ACANTHACEAE	
<i>Ipomoea spp</i>	CONVOLVULACEAE	Morning Glory
<i>Lantana camara</i>	VERBENACEAE	Lantana
<i>Ligustrum spp</i>	OLEACEAE	Privet
<i>Melinis minutiflora</i>	POACEAE	Molasses Grass
<i>Miconia calvescens</i>	MELASTOMATACEA	Miconia
<i>Momordica charantia</i>	CUCURBITACEAE	Balsam Pear
<i>Montanoa hibiscifolia</i>	ASTERACEAE	Anzac Flower
<i>Panicum maximum</i>	POACEAE	Guinea Grass
<i>Passiflora spp (exotics)</i>	PASSIFLORACEAE	Passion Fruits/Flowers
<i>Pennisetum purpureum</i>	POACEAE	Elephant Grass
<i>Perilepta dyeriana</i>	ACANTHACEAE	

SPECIES	FAMILY	COMMON NAME
<i>Pueraria phaseoloides</i>	FABACEAE	Puero (pasture legume)
<i>Salvinia molesta</i>	AZOLLACEAE	Salvinia/Water Fern
<i>Saman samonea</i>	MIMOSACEAE	Raintree
<i>Sanchezia parvibracteata</i>	ACANTHACEAE	Sanchezia
<i>Sansevieria spp</i>	AGAVACEAE	Mother-in-laws tongue
<i>Selaginella willdenovii</i>	SELAGINELLACEAE	Peacock Fern
<i>Spathodea campanulata</i>	BIGNONIACEAE	African Tulip Tree
<i>Stephanophysum longifolium</i>	ACANTHACEAE	
<i>Thaumastochloa danielii</i>	MARANTACEAE	Prayer Plant
<i>Thunbergia alata</i>	ACANTHACEAE	Black-eyed Susan
<i>Thunbergia grandiflora</i>	ACANTHACEAE	Blue Thunbergia
<i>Thunbergia laurifolia</i>	ACANTHACEAE	Laurel Clock Vine
<i>Tithonia diversifolia</i>	ASTERACEAE	Japanese Sunflower
<i>Tradescantia spp</i>	COMMELINACEAE	Wandering Jew
<i>Turbina corymbosa</i>	COMMELINACEAE	Turbina
<i>Wedelia tricornuta</i>	ASTERACEAE	Singapore Daisy
<i>Zebrina spp</i>	COMMELINACEAE	Wandering Jew

SCHEDULE 3
VEGETATION AUDIT
(undertaken by Andrew Small for Douglas Shire Council, 1994)

AGAVACEAE	Cordyline cannifolia
ANNONACEAE	Haplostichanthus sp. (Cooper Cr
ANNONACEAE	Haplostichanthus sp. (Cape Trib
APOCYNACEAE	Cerbera floribunda
APOCYNACEAE	Wrightia laevis subsp. millgar
ARACEAE	Pothos longipes
ARACEAE	Rhaphidophora australasica
ARECACEAE	Licuala ramsayi
ARECACEAE	Linospadix minor
ARECACEAE	Normanbya normanbyi
CAESALPINIACEAE	Storckia australiensis
CELASTRACEAE	Hedraianthera porphyropetala
CLUSIACEAE	Garcinia warrenii
CLUSIACEAE	Mesua larnachiana
COMBRETACEAE	Terminalia sericocarpa
CUNONIACEAE	Ceratopetalum macrophyllum
ELAEAGNACEAE	Elaeagnus trifolia
ELAEOCARPACEAE	Elaeocarpus angustifolius
ELAEOCARPACEAE	Elaeocarpus grahamii
ELAEOCARPACEAE	Elaeocarpus stellaris
ELAEOCARPACEAE	Sloanea langii
EUPHORBIACEAE	Glochidion sumatranum
EUPHORBIACEAE	Aleurites moluccana var. molucc
EUPHORBIACEAE	Dissiliaria laxinervis
EUPHORBIACEAE	Bischofia javanica
EUPHORBIACEAE	Cleistanthus myrianthus
EUPHORBIACEAE	Rockinghamia angustifolia
FABACEAE	Castanospermum australe
FABACEAE	Ormosia ormondii
FLACOURTIACEAE	Ryparosa javanica
HERNANDIACEAE	Hernandia albiflora
ICACINACEAE	Gomphandra australiana
ICACINACEAE	Citronella smythii
IDIOSPERMACEAE	Idiospermum australiense
LAURACEAE	Beilschmiedia bancroftii
LAURACEAE	Beilschmiedia tooram
LAURACEAE	Cryptocarya grandis
LAURACEAE	Cryptocarya murrayi
LAURACEAE	Endiandra microneura
LAURACEAE	Litsea leefeana
LAURACEAE	Cryptocarya pleurosperma
LAURACEAE	Endiandra grayi
LAURACEAE	Endiandra cooperana
LAURACEAE	Beilschmiedia volckii
LILIACEAE	Dianella caerulea
LOGANIACEAE	Fagraea cambagei
MELIACEAE	Dysoxylum parasiticum
MELIACEAE	Dysoxylum papuanum
MELIACEAE	Dysoxylum pettigrewianum
MELIACEAE	Dysoxylum oppositifolium
MELIACEAE	Dysoxylum setosum

MIMOSACEAE
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 MYRISTICACEAE
 MYRSINACEAE
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 POACEAE
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 SAPINDACEAE
 SAPINDACEAE
 SAPINDACEAE
 SAPOTACEAE
 SAPOTACEAE
 SAPOTACEAE
 SELAGINELLACEAE
 SIMAROUBIACEAE
 STERCULIACEAE
 ZINGIBERACEAE
 ZINGIBERACEAE
 ZINGIBERACEAE

Archidendropsis xanthoxylon
 Ficus adenosperma
 Ficus congesta
 Ficus crassipes
 Ficus mollior
 Ficus pleurocarpa
 Ficus variegata
 Myristica insipida
 Ardisia pachyrrhachis
 Acmena graveolens
 Ristantia pachysperma
 Waterhousea hedraiophylla
 Acmena divaricata
 Syzygium sp. aff. erythrocalyx
 Syzygium sayeri
 Syzygium corniflorum
 Linociera sleumeri
 Bambusa moreheadiana
 Colysis ampla
 Stenocarpus cryptocarpus
 Austromuellera trinervia
 Schistocarpha johnsonii
 Geophila repens
 Ixora biflora
 Lasianthus strigosus
 Wendlandia urceolata
 Psychotria nematopoda
 Randia hirta
 Randia sessilis
 Timonius timon
 Flindersia pimentelliana
 Melicope elleryana
 Brombya platynema
 Melicope vitiflora
 Medicosma sessiliflora
 Diploglottis harpullioides
 Lepiderema hirsuta
 Synima cordierorum
 Palaquium galactoxylum
 Niemeyera prunifera
 Planchonella obovoidea
 Selaginella longipinna
 Quassia baileyana
 Argyrodermon peralatum
 Alpinia arctiflora
 Alpinia caerulea
 Psychanthus racemigera