

Dott & Crossitt

Conveyancing + Solicitors

6/11/2025

The following Vendor Disclosures are made pursuant to *Property Law Act 2023* (Qld):

- ☒ Form 2
- ☒ Title Search
- ☒ Plan Diagram
- ☐ Residential Lease
- ☐ Notice issued about a Transport Infrastructure proposal
- ☐ Notice under section 408(2) of the Environmental Protection Act
- ☐ Notice under section 369(2) of the Environmental Protection Act
- ☐ Notice under section 347(2) of the Environmental Protection Act
- ☐ Order or Application under the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011
- ☐ Pool Compliance Certificate
- ☐ Notice of no pool safety certificate
- ☐ Notice under section 47 of the Queensland Building and Construction Commission Act 1991
- ☐ Council Rates notice (optional)
- ☐ Water Rates notice (optional)
- ☐ Form 33
- ☐ Form 34
- ☐ Form 18
- ☐ Copy of other unregistered easement

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99

Form 2, Version 1 | Effective from: 1 August 2025

WARNING TO BUYER – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

WARNING – You must be given this statement before you sign the contract for the sale of the property.

This statement does not include information about:

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

Part 1 – Seller and property details

Seller	Bohuslav Kosik, Radoslava Kosik
Property address (referred to as the “property” in this statement)	180 Dunns Rd Wolffdene, Queensland, 4207
Lot on plan description	Lot 2, Plan RP129052, Title Reference 50023961

Community titles scheme
or BUGTA scheme:

Is the property part of a community titles scheme or a BUGTA scheme:

☐ **Yes**

*If **Yes**, refer to Part 6 of this statement
for additional information*

☒ **No**

*If **No**, please disregard Part 6 of this statement
as it does not need to be completed*

Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

Title details	The seller gives or has given the buyer the following—
	A title search for the property issued under the <i>Land Title Act 1994</i> showing interests registered under that Act for the property. ☒ Yes
	A copy of the plan of survey registered for the property. ☒ Yes

Registered encumbrances	Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages. You should seek legal advice about your rights and obligations before signing the contract.
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue ☐ Yes ☒ No to affect the property after settlement. Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed. Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: » the start and end day of the term of the lease: » the amount of rent and bond payable: » whether the lease has an option to renew: Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☐ Yes Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:
Statutory encumbrances	There are statutory encumbrances that affect the property. ☒ Yes ☐ No <i>If Yes, the details of any statutory encumbrances are as follows:</i> Encumbrances listed on title include: EASEMENT No 700198642 31/08/1994 at 13:12 benefiting the land over EASEMENT A ON RP811439 AMENDMENT No 714665745 10/09/2012 at 09:42 EASEMENT: 700198642
Residential tenancy or rooming accommodation agreement	The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. ☐ Yes ☒ No If Yes, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.

Part 3 – Land use, planning and environment

WARNING TO BUYER – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

Zoning	The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i>: Rural		
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property. ☐ Yes ☒ No The lot is affected by a notice of intention to resume the property or any part of the property. ☐ Yes ☒ No <i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>		
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. ☐ Yes ☒ No The following notices are, or have been, given: A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). ☐ Yes ☒ No A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies). ☐ Yes ☒ No A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies). ☐ Yes ☒ No		
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. ☐ Yes ☒ No <i>If Yes, a copy of the order or application must be given by the seller.</i>		
Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth). ☐ Yes ☒ No		
Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.		
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.		

Part 4 – Buildings and structures

WARNING TO BUYER – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

Swimming pool	There is a relevant pool for the property.	☐ Yes	☒ No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	☐ Yes	☒ No
	Pool compliance certificate is given.	☐ Yes	☐ No
	OR		
	Notice of no pool safety certificate is given.	☐ Yes	☐ No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	☐ Yes	☒ No
	<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>		
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	☐ Yes	☒ No
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.	☐ Yes	☒ No
	<i>If Yes, a copy of the notice or order must be given by the seller.</i>		
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.		

Part 5 – Rates and services

WARNING TO BUYER – The amount of charges imposed on you may be different to the amount imposed on the seller.

Rates	Whichever of the following applies—
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:
	Amount: \$ 1,248.89 Date Range: 1 Oct - 31 Dec 2025
	OR
	The property is currently a rates exempt lot.** ☐
	OR
	The property is not rates exempt but no separate assessment of rates is issued by a local government for the property. ☐

*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the *Local Government Regulation 2012* or section 112 of the *City of Brisbane Regulation 2012*.

** An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the *Local Government Act 2009* or section 95 of the *City of Brisbane Act 2010*.

Water	Whichever of the following applies—
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:
	Amount: \$ 0.00 Date Range: 1 Oct - 31 Dec 2025
	OR
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:
	Amount: Date Range:

* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

WARNING TO BUYER – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate's expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. ☐ Yes ☒ No <i>(If Yes, complete the information below)</i>
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. ☐ Yes Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. ☐ Yes ☒ No <i>If No</i>— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
Statutory Warranties	Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.

Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme ☐ Yes ☒ No <i>(If Yes, complete the information below)</i>
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. ☐ Yes ☐ No <i>If No</i>— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.

Signatures – SELLER

 as solicitor
on behalf of the seller

Signature of seller

 as solicitor
on behalf of the seller

Signature of seller

Bohuslav Kosik

Name of seller

Radoslava Kosik

Name of seller

6/11/2025

Date

6/11/2025

Date

Signatures – BUYER

By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 53996305
Search Date: 06/11/2025 11:51

Title Reference: 50023961
Date Created: 20/10/1994

Previous Title: 15541169
15541170

REGISTERED OWNER

Dealing No: 700198608 31/08/1994

BOHUSLAV KOSIK
RADOSLAVA KOSIK JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 2 REGISTERED PLAN 129052
Local Government: LOGAN

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10308239 (POR 140)
Deed of Grant No. 11959245 (POR 131)
Deed of Grant No. 11967122 (POR 115)
2. EASEMENT No 700198642 31/08/1994 at 13:12
benefiting the land over
EASEMENT A ON RP811439
3. AMENDMENT No 714665745 10/09/2012 at 09:42
EASEMENT: 700198642

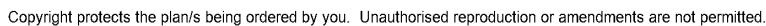
ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]
Requested By: D-ENQ INFOTRACK PTY LIMITED

This plan MUST NOT BE FOLDED but may be rolled.



This plan MUST NOT BE FOLDED but may be rolled.

No 14752

William Robert Brown of Southport
 Authorised Surveyor, do hereby solemnly and sincerely declare that I have faithfully and truly surveyed, measured and marked on the ground the parcel of land herein referred to, and that the measurements and boundaries given in this plan are correct, and do not to the best of my belief in any way interfere with the rights or property of any persons, owners or occupiers of the land adjoining the above land, and described in the said plan; and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the "Oaths Acts, 1867-1960"

W.R.B. Brown
 Authorised Surveyor

Made and Signed at SURFERS PARADISE this 25th day of JANUARY 1971, before me.

S.H. [Signature]
 Signature of Registrar, of Titles or of a Magistrate

The Council of the SHIRE of ALBERT certifies that all the requirements of this Council, the Local Government Acts of 1936 to 19 and all By-Laws have been complied with and approves this Plan of Subdivision subject to

Dated this 4th day of FEBRUARY 1971

[Signature] Chairman or Mayor
[Signature] Town or Shire Clerk

I/We, _____ as proprietor/s of this land, agree to this Plan of subdivision, and dedicate the new roads shown hereon to public use.

Signature of Proprietor/s

Harold Geoffrey MAUDSLEY H.G. Maudsley
Shirley Clarice MAUDSLEY S.C. Maudsley
James Samuel Sansum HART J.S.S. Hart
Charles William HART C.W. Hart

The Council of the Shire of Albert certifies that all requirements of this Council, the Local Government Acts 1936 to 1974 and all By-Laws have been complied with and re-endorses this Plan No. 129052

Dated this 30th day of January 1976

[Signature] Chairman
[Signature] Shire Clerk

(No)	Sub.	Vol.	Folio
1	5538	62	
2	5541	169/70	

Particulars entered in Register Book
 Vol. 2303 Folio 29/30
3549 232
2080 57
 the day of _____ 19__ at _____

25 JUNE 1976
[Signature]
 REGISTRAR OF TITLES

SURVEY OF FOR SURVEYOR'S USE ONLY -
Lots 1 & 2 & Emt. A in Lot 1

County of Ward Parish of Boyd

Town of _____ To the Depth of _____

Cancelling Ports 115, 131 & 140 on S.O. Plans Wd 350, Wd 374 & W. 31500

Orig. Grant 122362, 122335 & 134479 Orig. Portions 115, 131 & 140
(Port 115) (Port 131) (Port 140)

- FOR OFFICE USE ONLY -

Previous Title CT 2303 - 29/30 Port 115 & 131
CT 3549 - 232 Port 131
CT 2080 - 57 Port 140

CT 2303 - 29/30 Lot 1
CT 3549 - 232 Lots 1 & 2
CT 2080 - 57 Lots 1 & 2 & Emt. A

Orig. Pers.
Lot 1 in Pers. 131 & 140
2 " " 115, 131 & 140

F151583

E958000

RECEIVED
 REG. OF TITLES
 MAR 10 10 59 AM '76
 REG. OF TITLES
 MAR 10 10 59 AM '76

48645

For Additional Plan & Document Notings Refer to CISP

Lodged by:
 MESSRS A W BALE
 SOLICITORS
 21 ADELAIDE ST
 BRISBANE

REGISTERED PLAN 129052

FORM 9 Version 1

700198642

EASEMENT

\$87.00

31/08/1994
13:12

600

EASEMENT

Queensland Land Registry

821/1994/650

Page No. 1 of 3

Stamp Duty Exempt

41:50

OLD STAMP DUTY - BNE
R/N 1060042403
31/08/94 13:12:13
% 1.500000

BOB REYNOLDS

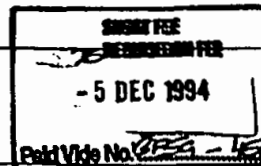
Lodger Name, address and occupation
LODGER'S SEARCHING
AGENT

Messrs Melville McGregor
Solicitors
PO Box 133
BEENLEIGH QLD 4207
Tel: 287 1522

Ref: DJM/20232

348

2.	Description of Lot Servient Tenement (burdened land)	County	Parish	Title Reference
	Easement A in Lot 198 on Plan No. W311693 of RP 811439. PLAN NO. W311697	Ward	Boyd	6183 / 41 6184 / 34 4-1 6183 / 16
	* Dominant Tenant (benefited land)			5002396 / 153 / 1189
	Lot 2 on RP 129052	Ward	Boyd	1554 / 170
3.	Interest being Burdened		* 4. Interest being Benefited	
	Fee Simple		Fee Simple	
5.	Grantee Given Names	Surname/Company Name		
	Bohuslav Radoslava	Kosik Kosik		
6.	Consideration		7. Purpose of Easement	
	One Dollar (\$00)		Access	
8.	Request/Execution			



Witnessing Officer
signature
MAURICE PATRICK WELLS name
occupation/office

Execution Date
18/8/94

Witnessing Officer
signature
DANIEL JOHN MCGREGOR full name
occupation/office

Execution Date
27/8/94

10 DEC 1994
EXAMINITS
Grantor's Signature

Grantor's Signature
J. S. Hart
J. S. Hart
Grantee's Signature
D. Kosik
D. Kosik

IMAGED FROM MICROFILM

Title Reference:

1. The Grantor hereby grants to the Grantee and the registered proprietor and the owner and occupier for the time being of the dominant tenement and their and each of their respective servants and licensees the full and free right and liberty at all times hereafter by day or by night as often as the occasion shall require for the said Grantee and the said registered proprietor owner and occupier and their respective tenants, servants, workmen, agents, invitees, licensees and all other persons from time to time authorised by the Grantee (in common with the Grantor and all persons now or hereafter to be authorised by the Grantor) from time to time and at all times hereafter with or without horses, carts, vehicles of every description whatsoever laden or unladen to go pass and re-pass along over upon or across into and out of the servient tenement for all purposes whatsoever in connection with the use and enjoyment of the dominant tenement.
2. The Grantee hereby covenants and agrees with the Grantor as follows:
 - (a) That in the exercise of the rights conferred on the Grantee by these presents the Grantee will not unduly obstruct the servient tenement and right of way hereby granted or do anything which will or may at any time or from time to time unduly prevent the Grantor or the other persons for the time being entitled to use the said right of way or the land thereof from being upon the same.
 - (b) That the Grantee shall take and use all reasonable care so as not to cause any nuisance hindrance or annoyance to the Grantor.
 - (c) That the Grantee will use the said easement bona fide for the purposes of a right of way, ingress, egress or regress and for no other purposes.
 - (d) That the Grantee will not allow any person vehicle beast or thing of any kind to remain stationary deposited or standing or left upon the servient tenement.
 - (e) That the Grantee will not permit any livestock to stray upon or be upon the servient tenement.
3. The Grantor hereby covenants and agrees with the Grantee as follows:
 - (a) That the Grantor will not at any time or time unduly obstruct the right of way hereby granted or do anything which will or may at any time or from time to time unduly prevent the Grantee and the other persons for the time being entitled to use the servient tenement from going to or returning from the dominant tenement along across and over the servient tenement.
 - (b) That the Grantor will not without the consent of the Grantee erect or allow permit or suffer any gate or barrier of any description to be erected across the said right of way.
 - (c) That the Grantor will keep and maintain the servient tenement in good order and condition fair wear and tear excepted.
 - (d) That the Grantor will at all times pay the local authority rates and charges and assessment in respect of the servient tenement.

itle Reference:

5. It is agreed between the Grantor and Grantee that if either of them shall cease to be a registered proprietor of the servient tenement and the dominant tenement respectively then they shall only be liable for any breach of covenant hereunder incurred before the date of ceasing to be such registered proprietor.
6. The successors transferees and assigns of the Grantor and the registered proprietor owner and occupier for the time being of the servient tenement (and their respective successors executors administration and assigns as the case may be) and the successors transferees and assigns of the Grantee and the registered proprietor owner and occupier for the time being of the dominant tenement (and their respective successors executors administration and assigns as the case may be) shall be bound by and entitled to the benefit of these presents and the grant hereby made and the covenants conditions and agreements herein contained in like manner as if they had been respectively named herein next after the word "Grantor" and "Grantee" respectively throughout and so that the expression "the Grantor" shall include all those persons so named and the expression "Grantee" shall include all those persons so named respectively so far as the same will admit and unless the context otherwise requires.
7. It is agreed and declared that in the interpretation of these presents words importing the singular number include the plural number and vice versa and words importing any gender include the other gender and words importing only persons include corporations and/or associations and/or bodies and vice versa in each respective case.

Form 35
Queensland
Real Property Act 1861-1988
Real Property Regulations 1988

GENERAL CONSENT

Item

(Instrument to which this consent is to be bound)

(1) Type of instrument:
Dealing number:
OR
Names of parties:
Date of instrument:

EASEMENT JAMES SAMUEL JAMES HART
Private easement through Lot 198 on plan W311697
Parish BOYD, County WARD and JOHN SIMULAM HART
to Lot 2 on RP 129052 Parish BOYD, County WARD
as per Surveyor plan 811439 27 AUGUST 1990
TO ISSUE

(2) Title Reference: Vol:

Fol:

(full name of party (3) consenting) ~~ALBERT~~ The Shire of Albert
being the local authority pursuant to Section 5.12 of the
(status) local authority

(type and dealing number of instrument on which authority to consent is based)
(nature of consent)

~~under~~ LOCAL GOVERNMENT (PLANNING AND ENVIRONMENT) ACT 1990.

hereby consent to the registration of the instrument specified in Item (1) above.

(4) Signed this

Twenty-ninth

day of

January

1991

Party consenting

(signature of witness)

GIVEN under the Corporate Seal of the
COUNCIL of the SHIRE OF ALBERT and

(qualification)

signed by WILLIAM MAURICE LAVER the

(full name to be printed)

Chairman and TERENCE ROBERT LESLIE MOORE
the Shire Clerk they being the proper
officers to sign and affix such seal
in the presence of:

Valerie J. P. (del)
Justice of the Peace

Val. J. P.

GIVEN under the Corporate Seal of the
COUNCIL of the SHIRE OF ALBERT and
signed by RAYMOND ALEXANDER STEVENS
the Mayor and TERENCE ROBERT LESLIE
MOORE the Chief Executive Officer
they being the proper officers to sign
and affix such seal in the presence of:

R. Alexander Stevens
Justice of the Peace

QUEENSLAND LAND REGISTRY

AMENDMENT



Duty Imprint

FORM 13 Version 6

Page 1 of 84



714665745

\$137.10

10/09/2012 09:42

BH 311

For more information about privacy in DNR see the department's website.

1. Type/Dealing No of Instrument/Document being amended	Lodger (Name, address, E-mail & phone number)	Lodger Code
Type of Instrument/Document <u>Easement</u>	Bohuslav Kosik and Radoslava Kosik	
Dealing Number <u>700198642</u>	46 Ponderosa Avenue, BUCCAN Q. 4207 07 5631 4595 Mobile 040302 3085 bob_kosik@inet.net.au	

2. Lot on Plan Description	County	Parish	Title Reference
Lot 198 on W311697	Ward	Boyd	16183041 16183016
Lot 2 on RP129052	Ward	Boyd	50023961

3. Grantor/Mortgagor/Lessor

John Malcolm Hart

4. Grantee/Mortgagee/LesseeBohuslav Kosik
Radoslava Kosik**5. Amendment of Lease Details (Only to be completed for an amendment of the term and/or option of lease)**

Expiry date: / / AND/OR Event:

Option/s#:

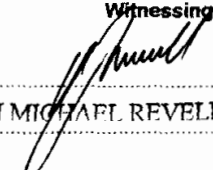
Insert nil if no option or insert option period (eg 3 years or 2 x 3 years etc)

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with:-
attached schedule

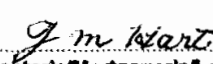
* select applicable from menu

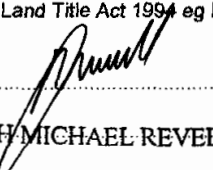
Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

 signature
KEITH MICHAEL REVELL JP (QUAL) full name
51604 qualification

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

07/09/2012
Execution Date


Grantor's/Mortgagor's/Lessor's Signature

 signature
KEITH MICHAEL REVELL JP (QUAL) full name
51604 qualification

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

07/09/2012
Execution Date


Grantee's/Mortgagee's/Lessee's Signature

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Page 2 of 4
FORM 20 Version 2

R. K. J. m. H.
[Signature]

Title Reference [560 23 961]

6. Request/Execution

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with:-
attached schedule

* select applicable from menu

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

[Signature]
KEITH MICHAEL REVELL JP (QUAL)

..... signature

..... full name

51604

..... qualification

Witnessing Officer

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

07/09/2012
Execution Date

[Signature]
Grantor's/Mortgagor's/Lessor's Signature
Grantee/Mortgagee/Lessee

J. m. H. R. K.
[Signature]

..... signature

..... full name

..... qualification

Witnessing Officer

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

/ /
Execution Date

Grantee's/Mortgagee's/Lessee's Signature

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

3
Page 2 of 3 4

FORM 20 Version 2

John M. Hart
[Signature]

Title Reference [50023961]

This is the amendment to the Easement A in Lot 198, on Plan No. W311697,
to Easement schedule dated 18.8.1994.

Services to be added as per below, and access Schedule is to remain unchanged.

John M. Hart
JOHN MALCOLM HART (hereinafter referred to as "the Grantor") of Brisbane in the State of
Queensland being the registered proprietor of an Estate in fee simple, subject however, to such
encumbrances liens and interests as are notified by memorandum endorsed hereon, in all that piece of
land situated in the County of Ward, parish of Boyd, being Lot 198, on Plan No. W311697 contained in
Title Reference 16183041 16183016 hereinafter referred to as "the Servient Tenement".

IN CONSIDERATION of the sum of \$1.00 (one dollar) paid to the Grantor by BOHUSLAV KOSIK and
RADOSLAVA KOSIK (hereinafter referred to as ("the Grantee") the registered Proprietor of an Estate in
fee simple, subject however, to such encumbrances liens and interests as are notified by memorandum
endorsed hereon, in all that piece of land situated in the County of Ward Parish of Boyd being Lot 2
on RP 129052 contained in part of Title Reference 50023961 (hereinafter referred to as "the Dominant
Tenement") DO HEREBY COVENANT AND AGREE with each other in the following terms:-

The Grantor DO HEREBY GRANT unto the Grantee of his/their heirs, executors, administrators
and assigns full and free right and liberty for the Grantee as registered proprietor and the
registered proprietors for the time being of the Dominant Tenement and his and their tenants,
visitors, workmen, servants and agents and all other persons authorised by him or them from
time to time and at all times hereafter by day or night at his or their will and pleasure to have
the benefit of and enjoy all infrastructure contained on or in the easement as exists from
time to time, and shall further have the benefit and enjoyment of the supply of water, gas,
electricity, telecommunication facilities and all other public utility services that may
be provided by providers of such services across the easement.

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

John Malcolm Hart
[Signature]

Title Reference [50023961]

IN WITNESS WHEREOF the parties hereunto set their hands and seals on the
respective dates hereunder written:

SIGNED SEALED AND DELIVERED by the said)

JOHN MALCOLM HART

) *John Malcolm Hart*

on the 7th day of SEPT 2012

in the presence of:

Justice of the Peace/Solicitor

[Signature]



SIGNED SEALED AND DELIVERED by the said)

BOHUSLAV KOSIK & RADOSLAVA KOSIK

) *[Signature]*

on the 7th day of SEPT 2012

) *B. Kosik*

in the presence of:

Justice of the Peace/Solicitor

[Signature]



[Review responses online](#) ↗



Received 3 of 3 responses

All responses received

180 Dunns Rd, Wolffdene QLD 4207

Job dates
06/11/2025 → 06/11/2026

These plans expire on
4 Dec 2025

Lodged by
Jared Zak

Authority	Status	Page
✉ BYDA Confirmation		2
🏛️ Logan City Council	Received	4
🏛️ NBN Co Qld	Received	8
🏛️ Telstra QLD South East	Received	78

Contact Details

Contact	Contact number	Company	Enquirer ID
Jared Zak	0449 773 105	Dott & Crossitt	3756031
Email		Address	
team.jared@dottandcrossitt.com.au		1-2/2-4 New Street Nerang QLD 4211	

Job Site and Enquiry Details

WARNING: The map below only displays the location of the proposed job site and does not display any asset owners' pipe or cables. The area highlighted has been used only to identify the participating asset owners, who will send information to you directly.

Enquiry date	Start date	End date	On behalf of	Job purpose	Locations	Onsite activities
06/11/2025	06/11/2025	06/11/2026	Private	Design	Private	Conveyancing



- Check that the location of the job site is correct. If not, you must submit a new enquiry.
- If the scope of works change or plan validity dates expire, you must submit a new enquiry.
- Do NOT dig without plans. Safe excavation is your responsibility. If you don't understand the plans or how to proceed safely, please contact the relevant asset owners.

User Reference	Address	Notes/description
180 Dunns Rd	180 Dunns Rd Wolffdene QLD 4207	-

Your Responsibility and Duty of Care

- Lodging an enquiry does not authorise project commencement.** Before starting work, you must obtain all necessary information from all affected asset owners.
- If you don't receive plans within 2 business days, contact the asset owner & quote their sequence number.
- Always follow the 5Ps of Safe Excavation (page 2), and locate assets before commencing work.
- Ensure you comply with State legislative requirements for Duty of Care and safe digging.
- If you damage an underground asset, you MUST advise the asset owner immediately.
- By using the BYDA service, you agree to the [Privacy Policy](#) and [Term of Use](#).
- For more information on safe digging practices, visit www.byda.com.au

Asset Owner Details

Below is a list of asset owners with underground infrastructure in and around your job site. It is your responsibility to identify the presence of these assets. Plans issued by Members are indicative only unless specified otherwise. Note: not all asset owners are registered with BYDA. You must contact asset owners not listed here directly.

Referral ID (Seq. no)	Authority Name	Phone	Status
263778473	Logan City Council	(07) 3412 3412	NOTIFIED
263778472	NBN Co Qld	1800 687 626	NOTIFIED
263778474	Telstra QLD South East	1800 653 935	NOTIFIED

END OF UTILITIES LIST



Plan

Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.



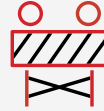
Prepare

Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a skilled Locator.



Pothole

Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.



Protect

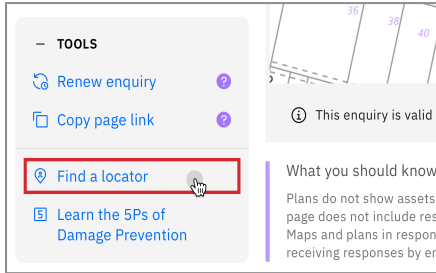
Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.



Proceed

Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.

Engage a skilled Locator



When you lodge an enquiry you will see skilled Locators to contact

Visit the Certified Locator website directly and search for a locator near you

certloc.com.au/locators

Get FREE Quotes for Contractors & Equipment Fast



Use isseekplant's FREE marketplace to get quotes for the equipment or services you need on your project. Compare quotes from trusted local contractors and get your project done on time and in budget.

1. Fill out your job details in our FREE quick quote form.
2. We send the request to trusted local contractors.
3. The local contractors will contact you directly with quotes

GET QUOTE

Use isseekplant to find trusted contractors near you today, visit:
blog.isseekplant.com.au/byda-isp-get-quotes

Book a FREE BYDA Session



BYDA offers free training sessions to suit you and your organisation's needs covering safe work practices when working near essential infrastructure assets. The free sessions are offered in two different formats - online and face-to-face.

To book a session, visit:
byda.com.au/contact/education-awareness-enquiry-form

BOOK NOW

Referral

263778473

Member Phone

(07) 3412 3412

Responses from this member

Response received Thu 6 Nov 2025 1.04pm

File name	Page
Response Body	5
263778473.pdf	6

Request: 263778473 Enquirer: Dott & Crossitt - 3756031 Contact: Jared Zak Email:
form2@dottandcrossitt.com.au Phone: +61449773105 Address: 1-2/2-4 New Street Nerang QLD 4211 Site
Address: 180 Dunns Rd Wolffdene QLD 4207 Activity: Conveyancing Job Number: 51623479

Before You Dig Australia (BYDA)

Asset Location Response



PO Box 3226 Logan City DC QLD 4114 • 150 Wembley Road, Logan Central
p (07) 3412 3412 • e council@logan.qld.gov.au • www.logan.qld.qov.au • ABN 21-627-796 435

Dott & Crossitt - Jared Zak

1-2/2-4 New Street

Nerang

QLD

4211

form2@dottandcrossitt.com.au

Logan City Council has been advised that you have placed an enquiry through the Before You Dig Australia service with the following details. Logan City Council confirms that the proposed work(s) will not impact any of their assets in the reference area of your request.

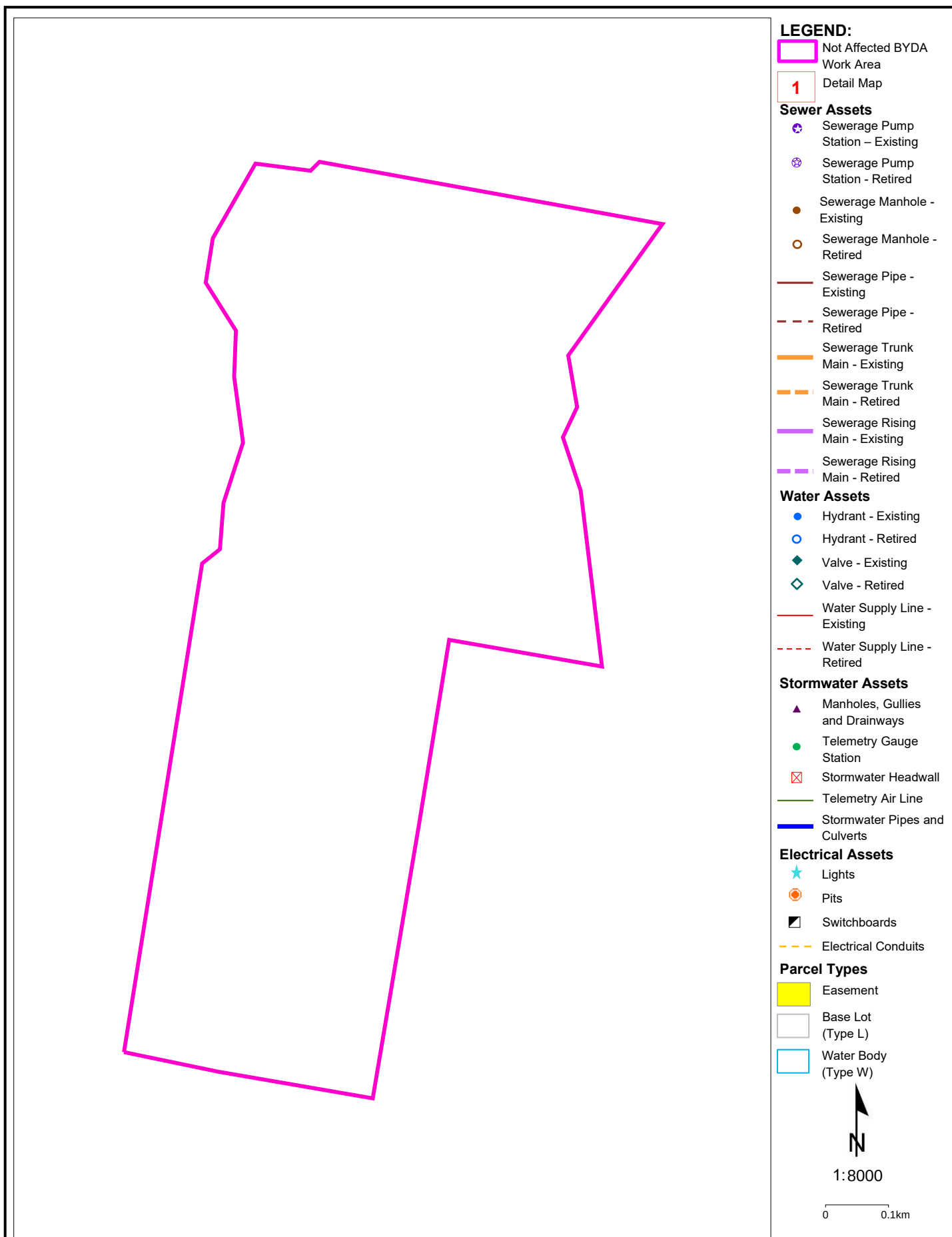
Enquiry Details	
Sequence Number	263778473
Enquiry Date	06/11/2025 12:04
Response	NOT AFFECTED
Address	180 Dunns Rd Wolffdene
Location in Road	
Activity	Conveyancing

Maps have been enclosed with your requested area highlighted to assist in identifying the location of Logan City Council Assets.

For any enquiries relating to this please contact Road Infrastructure Planning on (07) 3412 5282.

Disclaimer: This document is confidential to the addressee and may also be privileged, and neither confidentiality nor privilege is waived, lost or destroyed by virtue of it being transmitted to an incorrect addressee. Unauthorised use of the contents is therefore strictly prohibited. Any information contained in this document that has been extracted from Council's records is believed to be accurate, but no responsibility is assumed for any error or omission. Council will only accept responsibility for information contained under official letterhead and duly signed by, or on behalf of, Chief Executive Officer.

Logan City Council's infrastructure dates back over many years and may include manufactured materials containing asbestos. You are solely responsible for ensuring that appropriate care is taken at all times and that you comply with all mandatory requirements relating to such matters, including but not limited to "workplace health and safety".



Disclaimer: The plans are indicative only and while all reasonable care has been taken in producing this information, Logan City Council does not warrant the accuracy, completeness or currency of this information and accepts no responsibility for, or in connection with any loss or damage suffered as a result of any inaccuracies, errors or omissions or your reliance on this information. Base material reproduced with permission of the Director-General, Department of Natural Resources and Mines. The State of Queensland (Department of Natural Resources and Mines).

Logan City Council's infrastructure dates back over many years and may include manufactured materials containing asbestos. You are solely responsible for ensuring that appropriate care is taken at all times and that you comply with all mandatory requirements relating to such matters, including but not limited to "workplace health and safety".

Referral

263778472

Member Phone

1800 687 626

Responses from this member

Response received Thu 6 Nov 2025 1.08pm

File name	Page
Response Body	9
263778472_20251106_020726318277_1.pdf	10
4678_NBN_Dial_Before_You_Dig_Poster_20170517.pdf	72
Disclaimer_263778472_20251106_020726318277.pdf	74

Hi Jared Zak,

Please find attached the response to your DBYD referral for the address mentioned in the subject line. The location shown in our DBYD response is assumed based off the information you have provided. If the location shown is different to the location of the excavation then this response will consequently be rendered invalid.

Take the time to read the response carefully and note that this information is only valid for 28 days after the date of issue.

If you have any further enquiries, please do not hesitate to contact us.

Regards,
Network Services and Operations
NBN Co Limited
P: 1800626329
E: dbyd@nbnco.com.au
www.nbnco.com.au

Confidentiality and Privilege Notice

This e-mail is intended only to be read or used by the addressee. It is confidential and may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone, and you should destroy this message and kindly notify the sender by reply e-mail. Confidentiality and legal privilege are not waived or lost by reason of mistaken delivery to you. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of NBN Co Limited

Please Do Not Reply To This Mail

To: Jared Zak
Phone: Not Supplied
Fax: Not Supplied
Email: form2@dottandcrossitt.com.au

Dial before you dig Job #:	51623479	
Sequence #	263778472	
Issue Date:	06/11/2025	
Location:	180 Dunns Rd , Wolffdene , QLD , 4207	

Indicative Plans are tiled below to demonstrate how to layout and read nbn asset plans

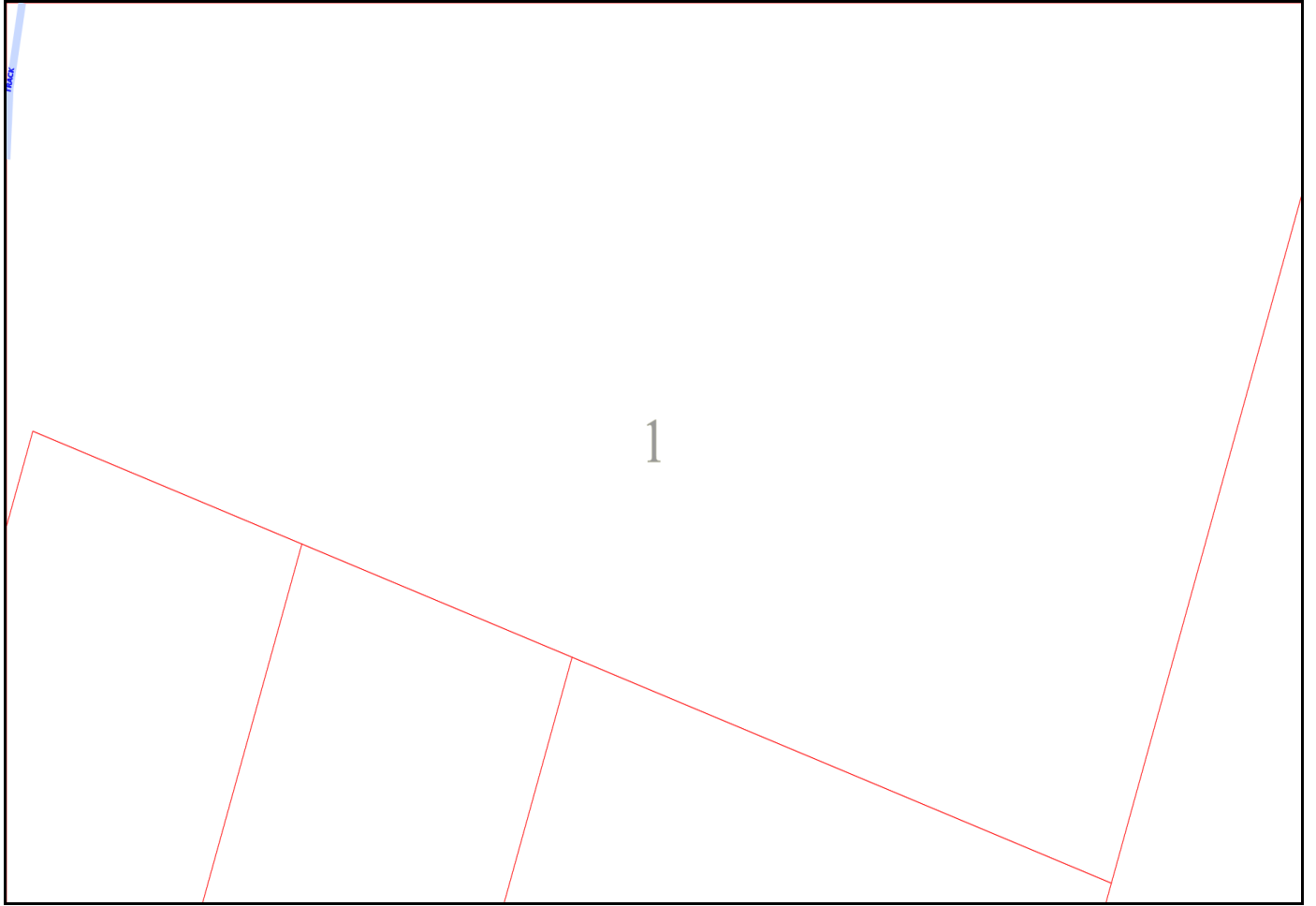
1	13	25	37	49
2	14	26	38	50
3	15	27	39	51
4	16	28	40	52
5	17	29	41	53
6	18	30	42	54
7	19	31	43	55
8	20	32	44	56
9	21	33	45	57
10	22	34	46	58
11	23	35	47	59
12	24	36	48	60



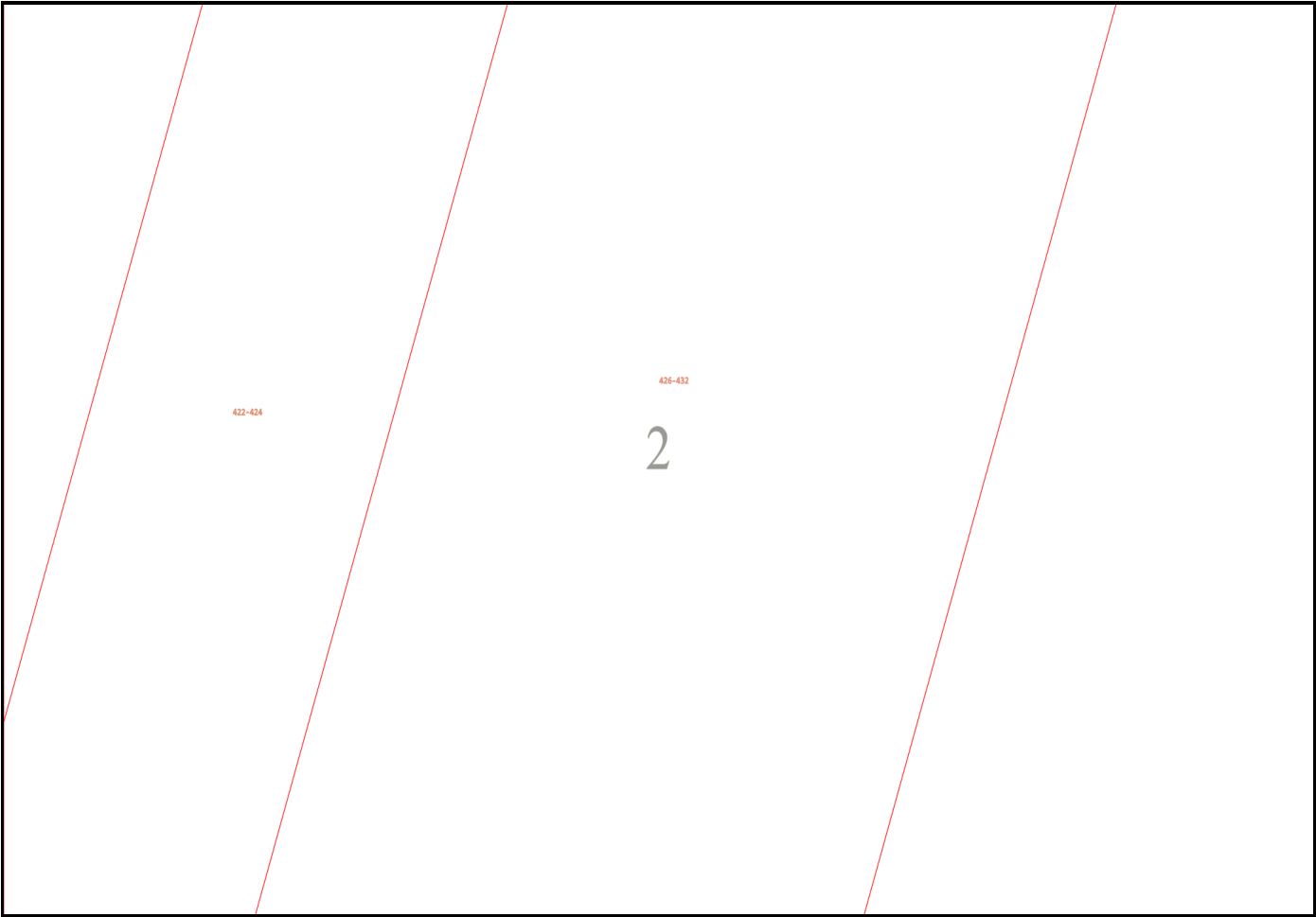
LEGEND

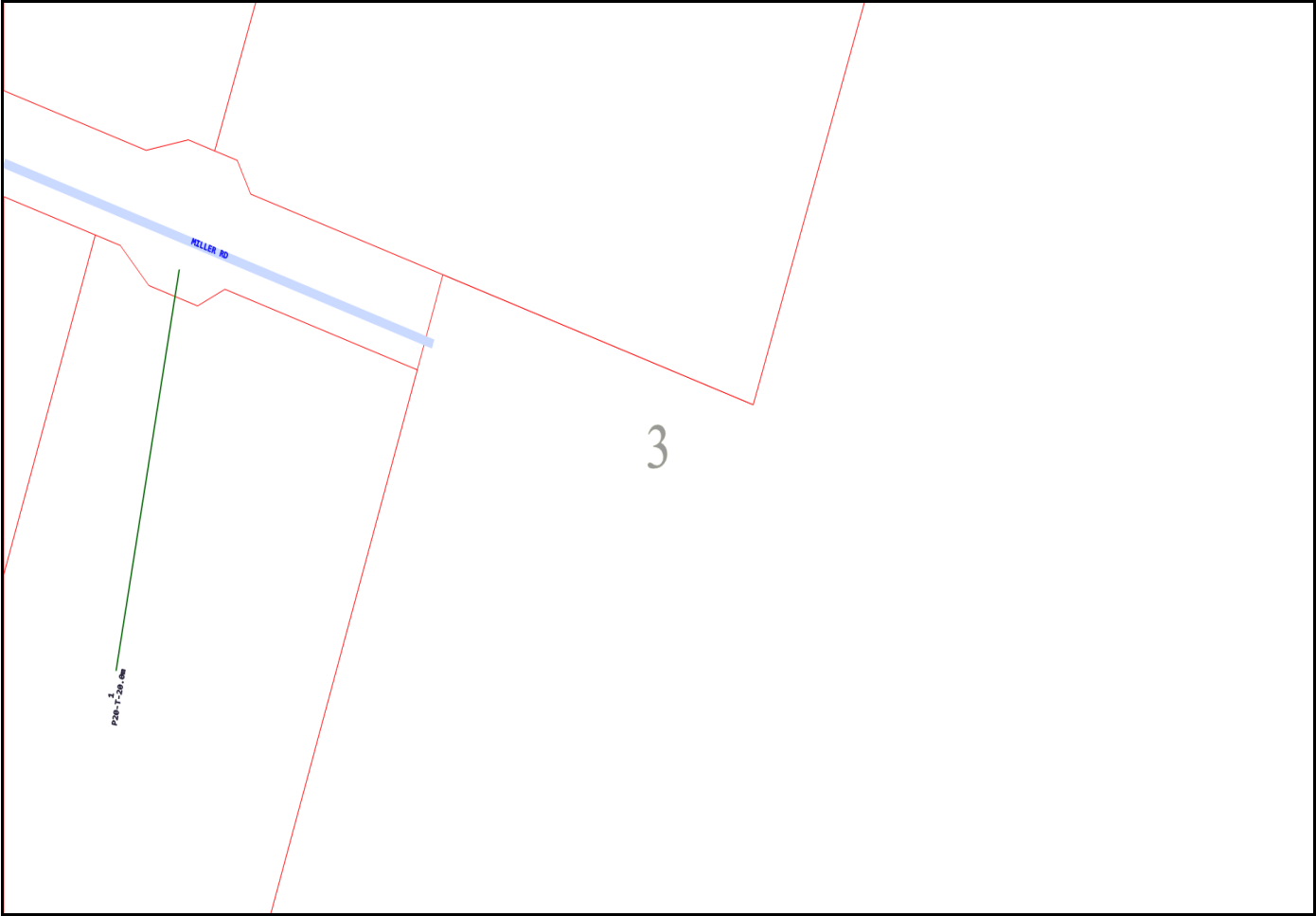


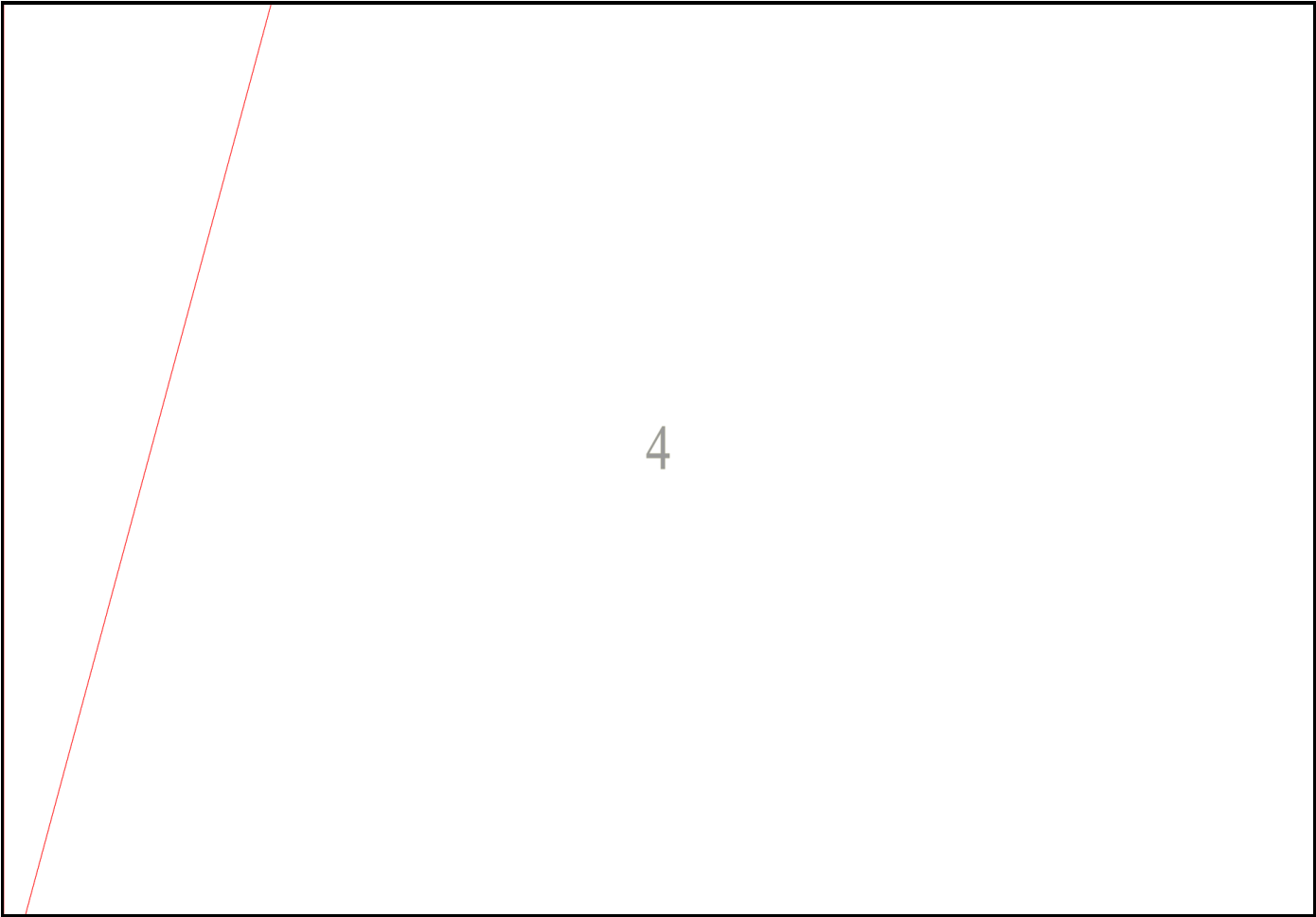
	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.
	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.
	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.
	Road and the street name "Broadway ST"
Scale	0 20 40 60 Meters 1:2000 1 cm equals 20 m



1



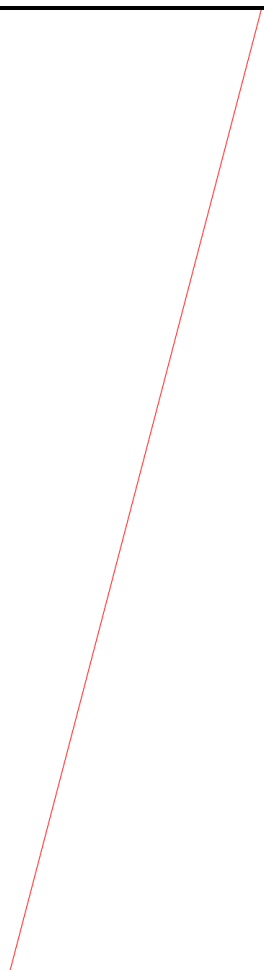


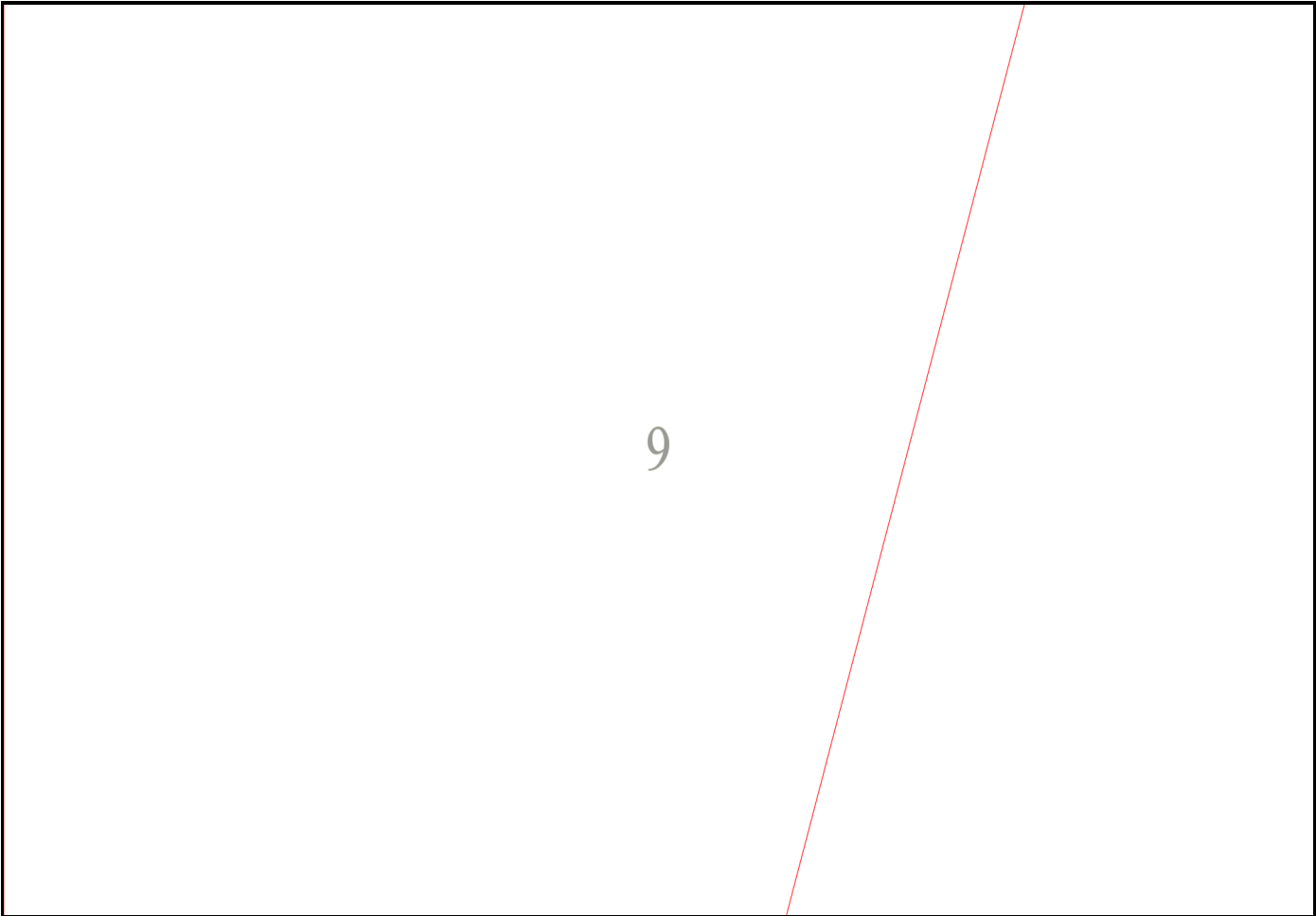


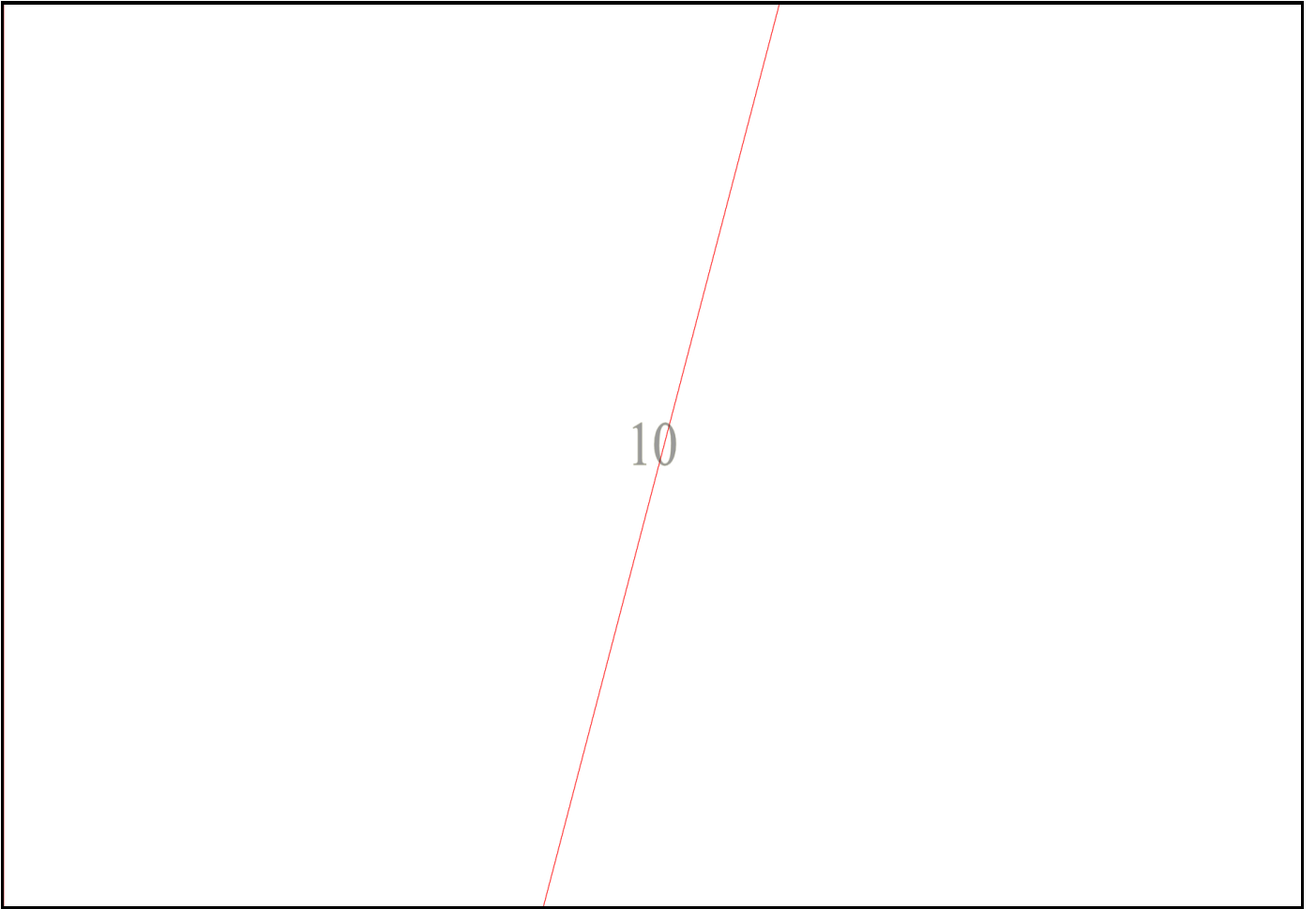
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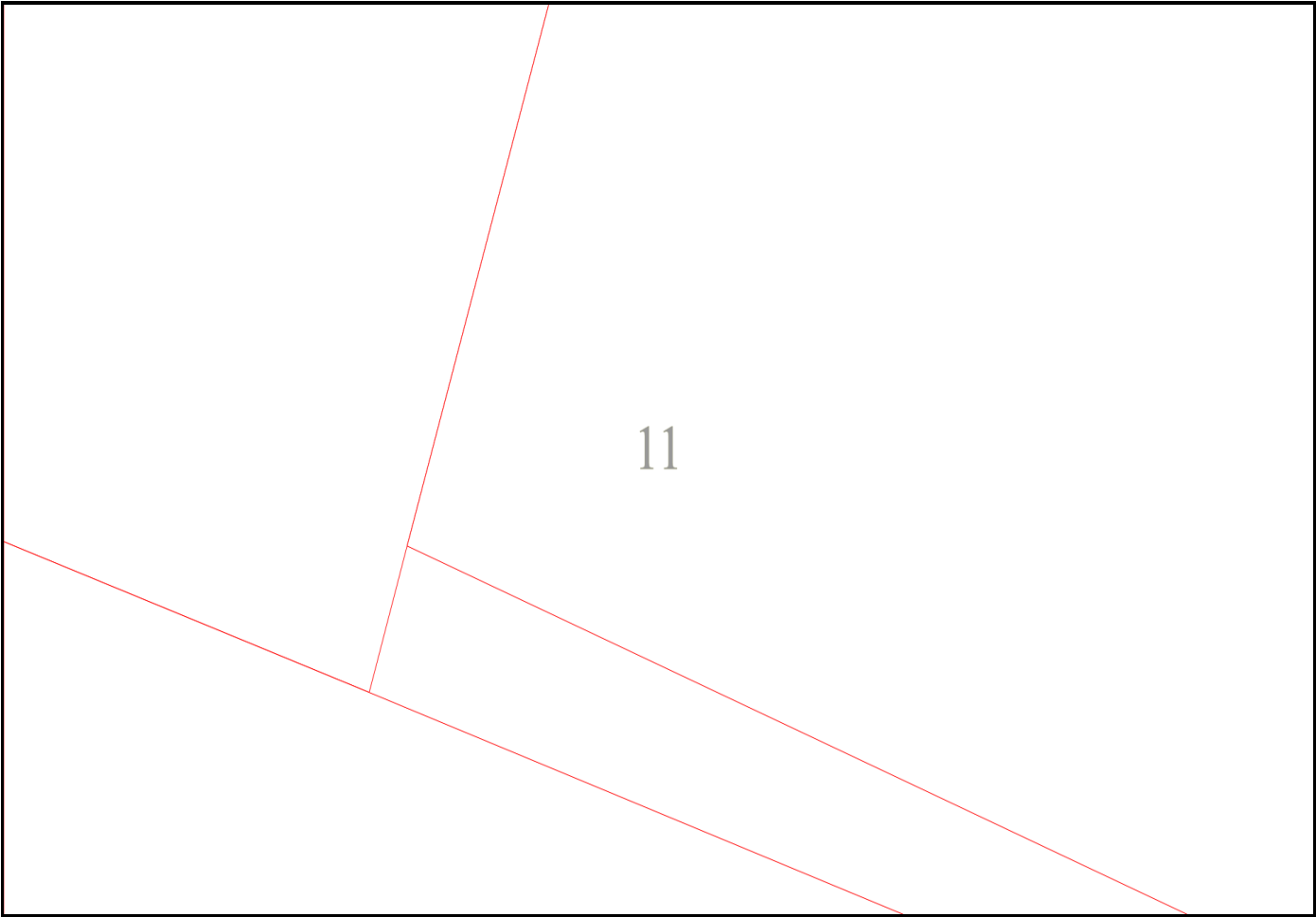


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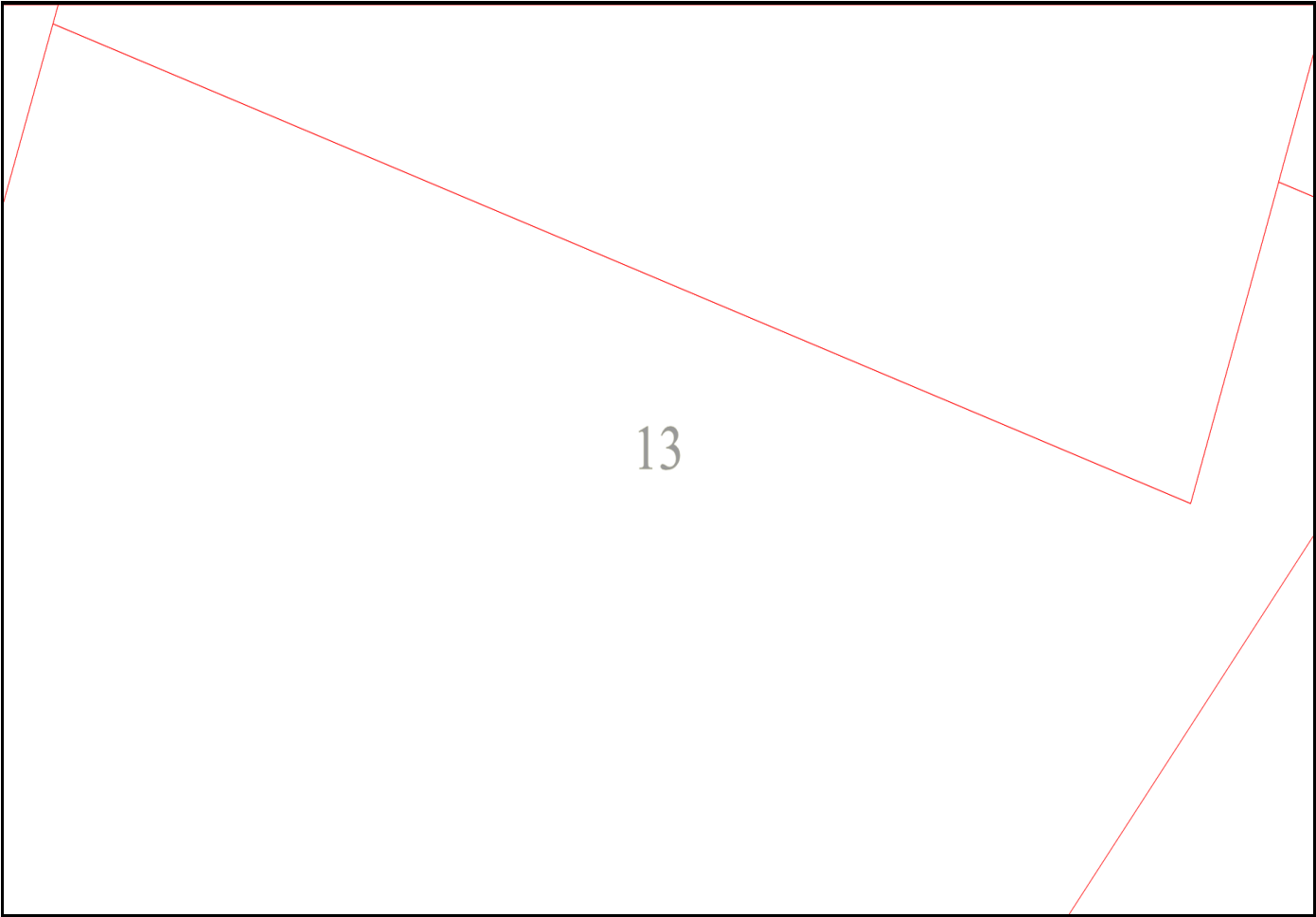




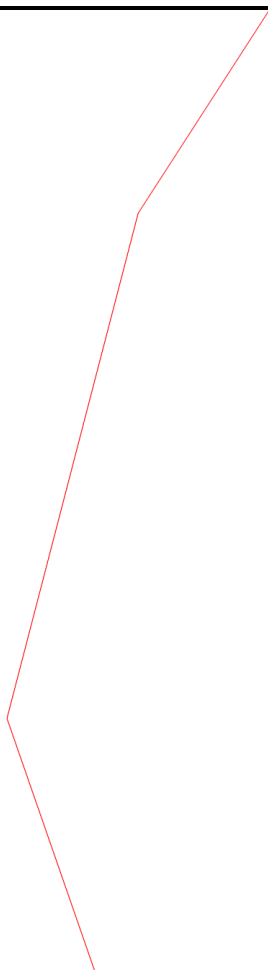


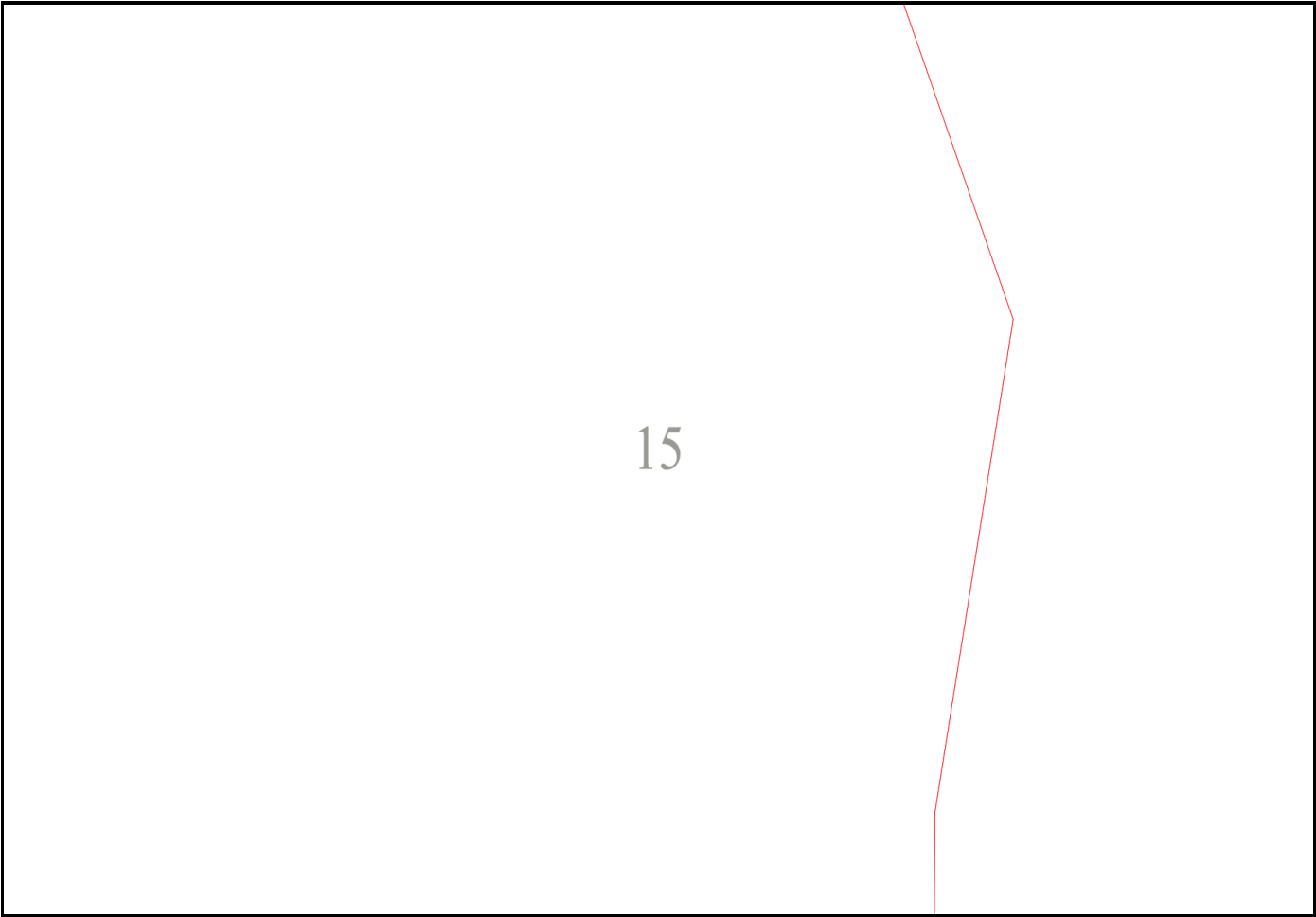


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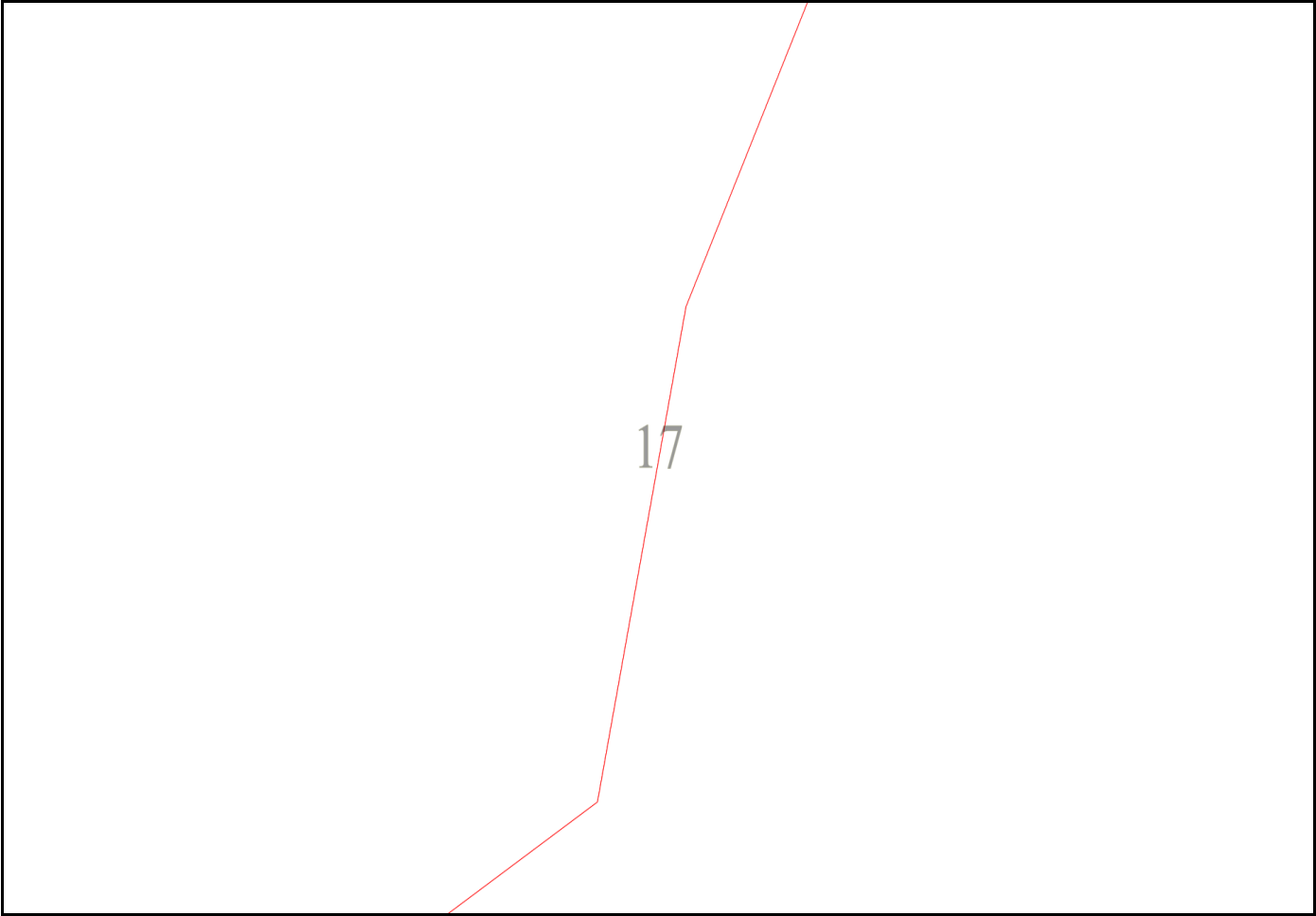


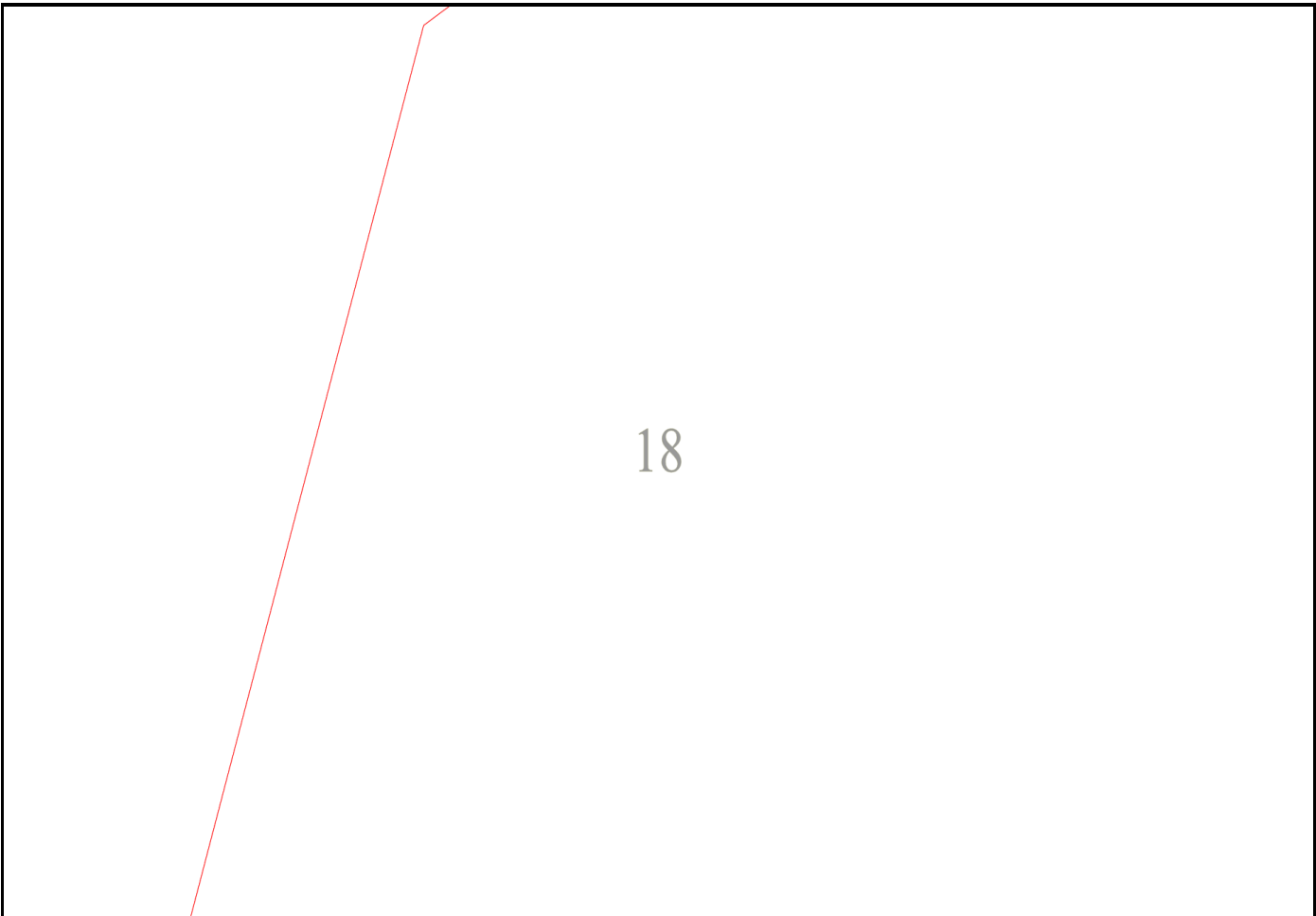
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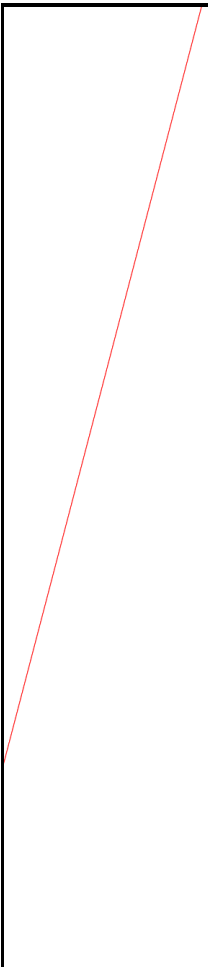


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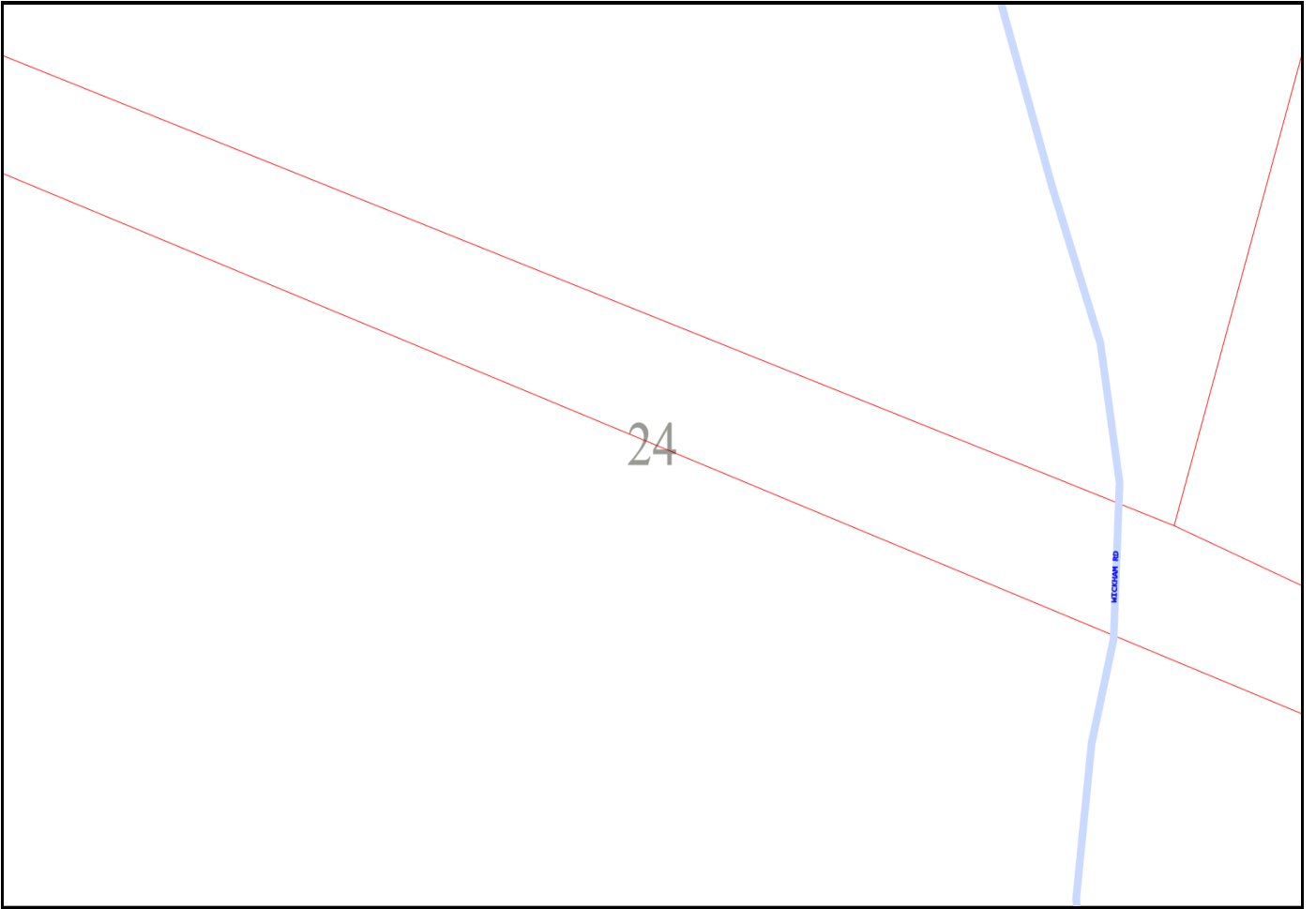


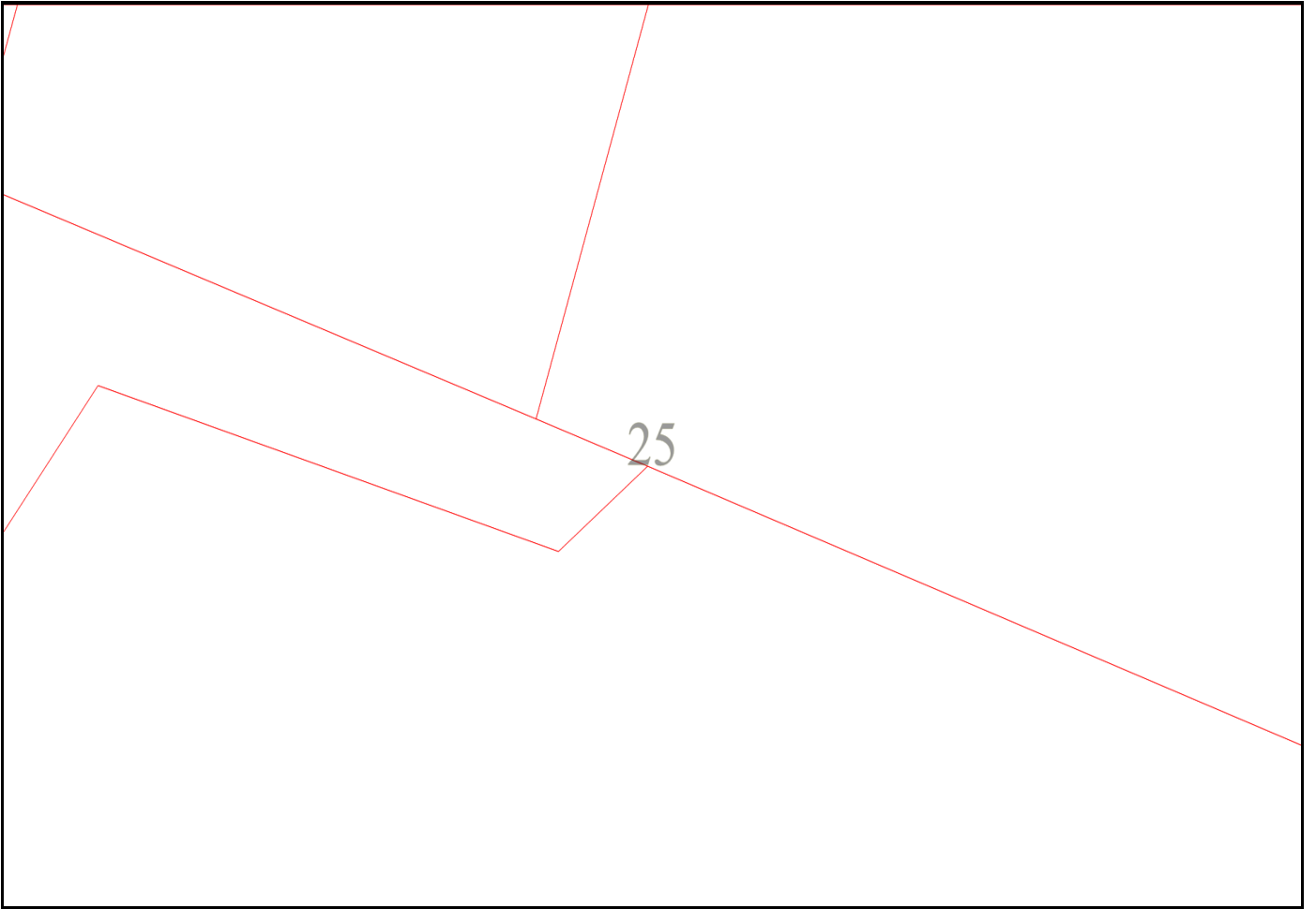
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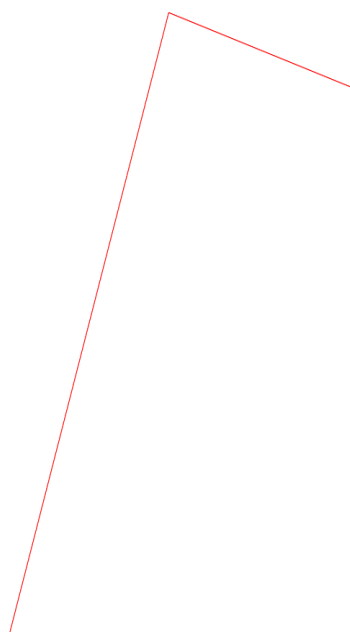






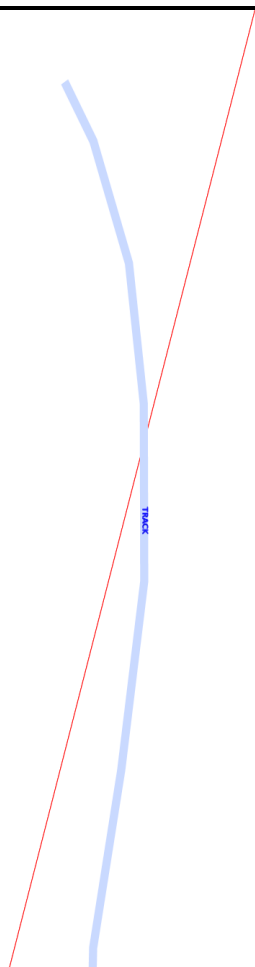
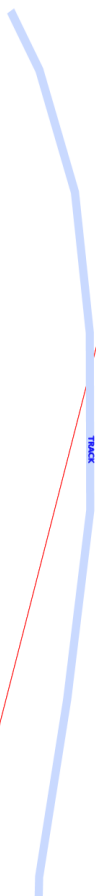
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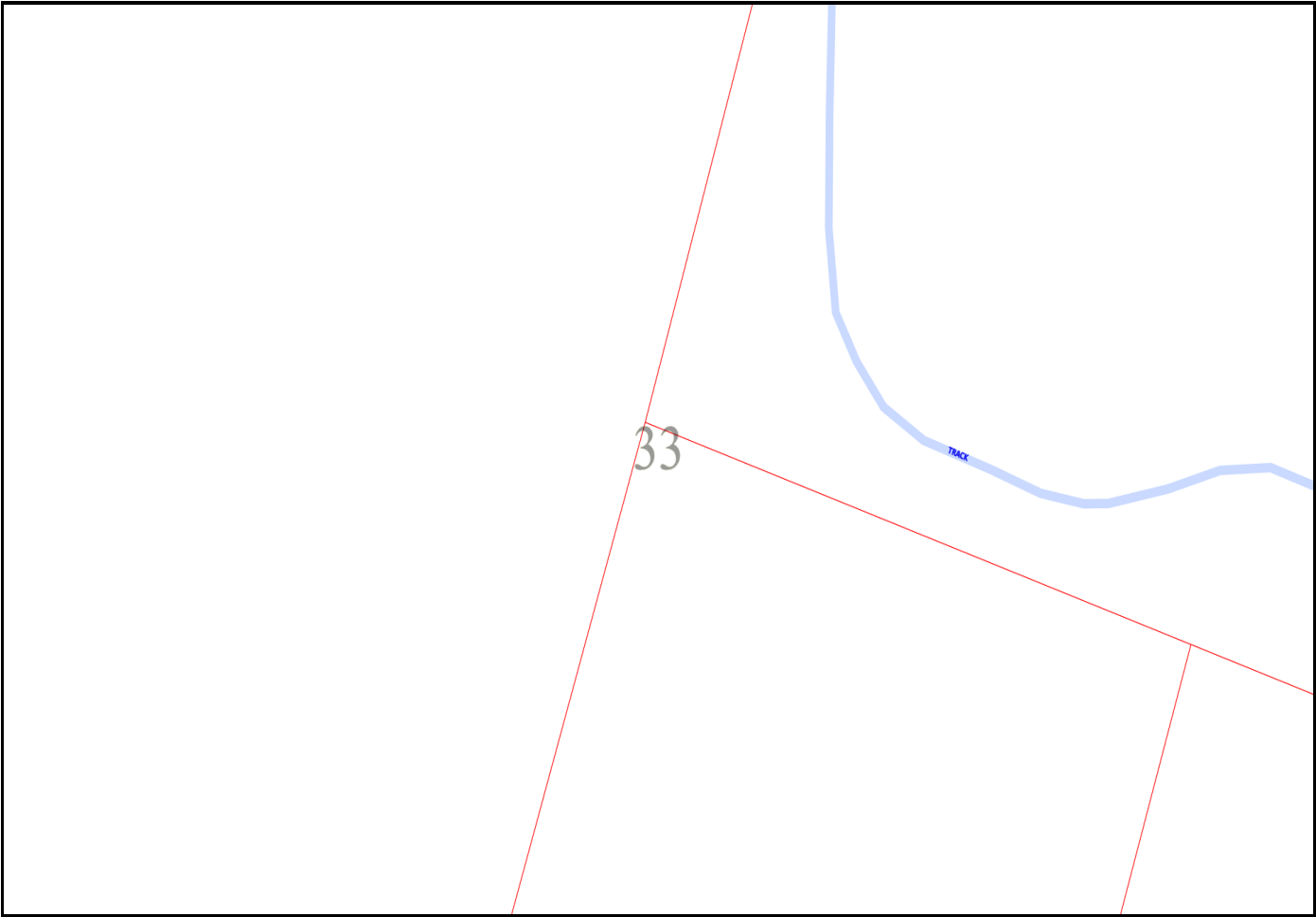
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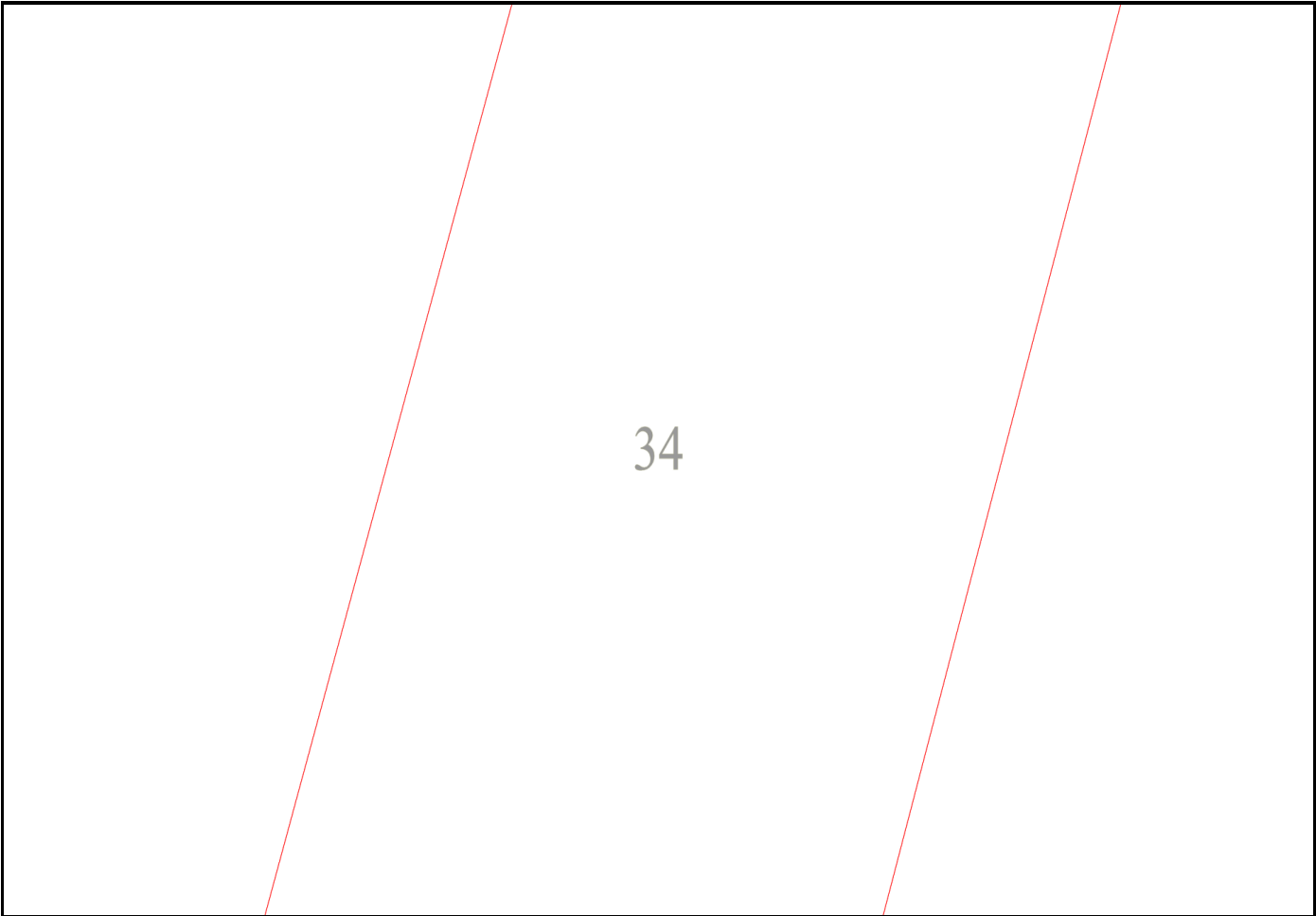


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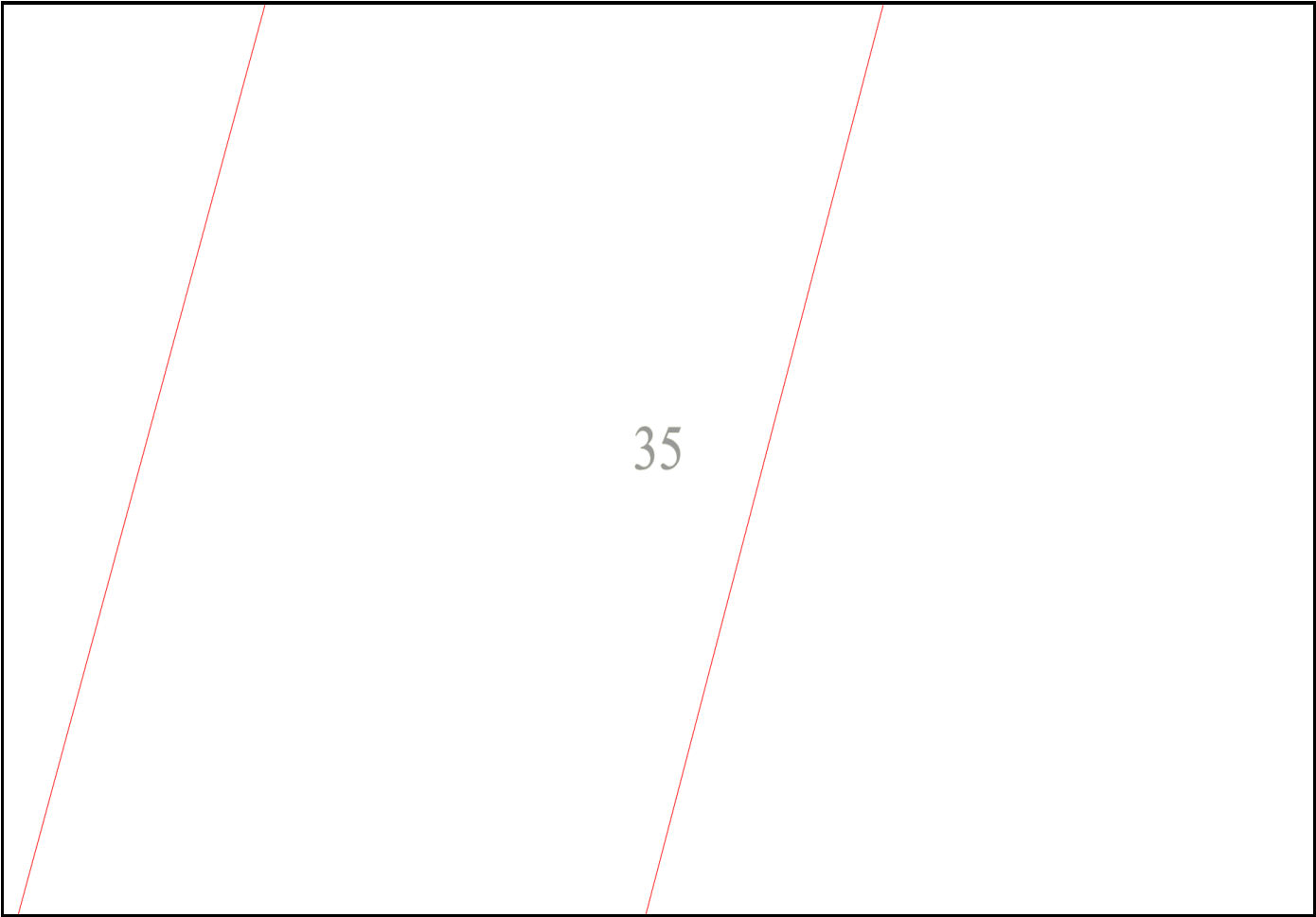
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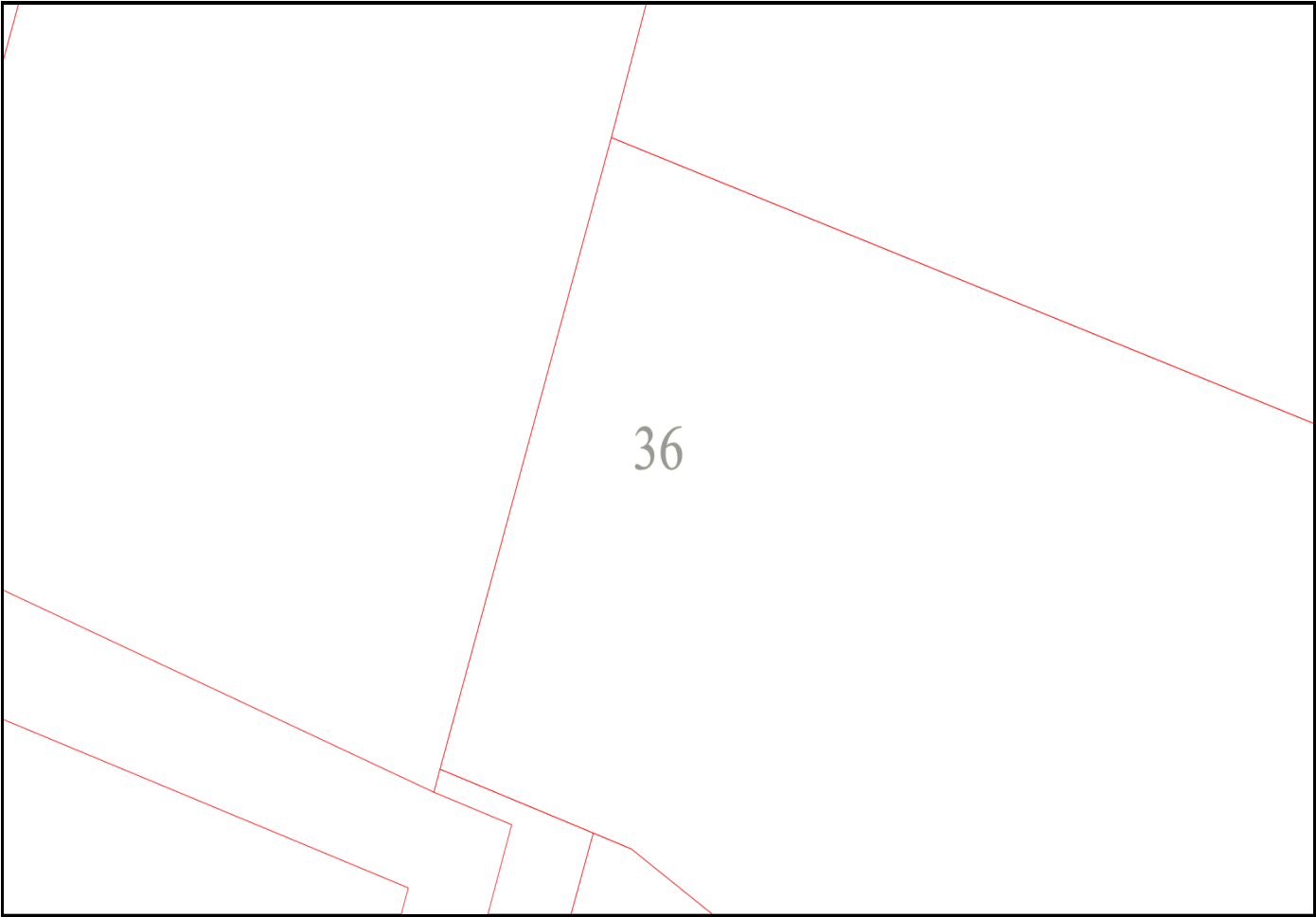




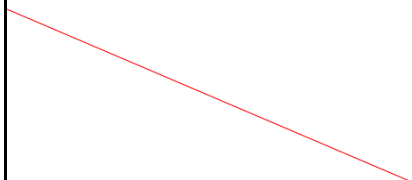


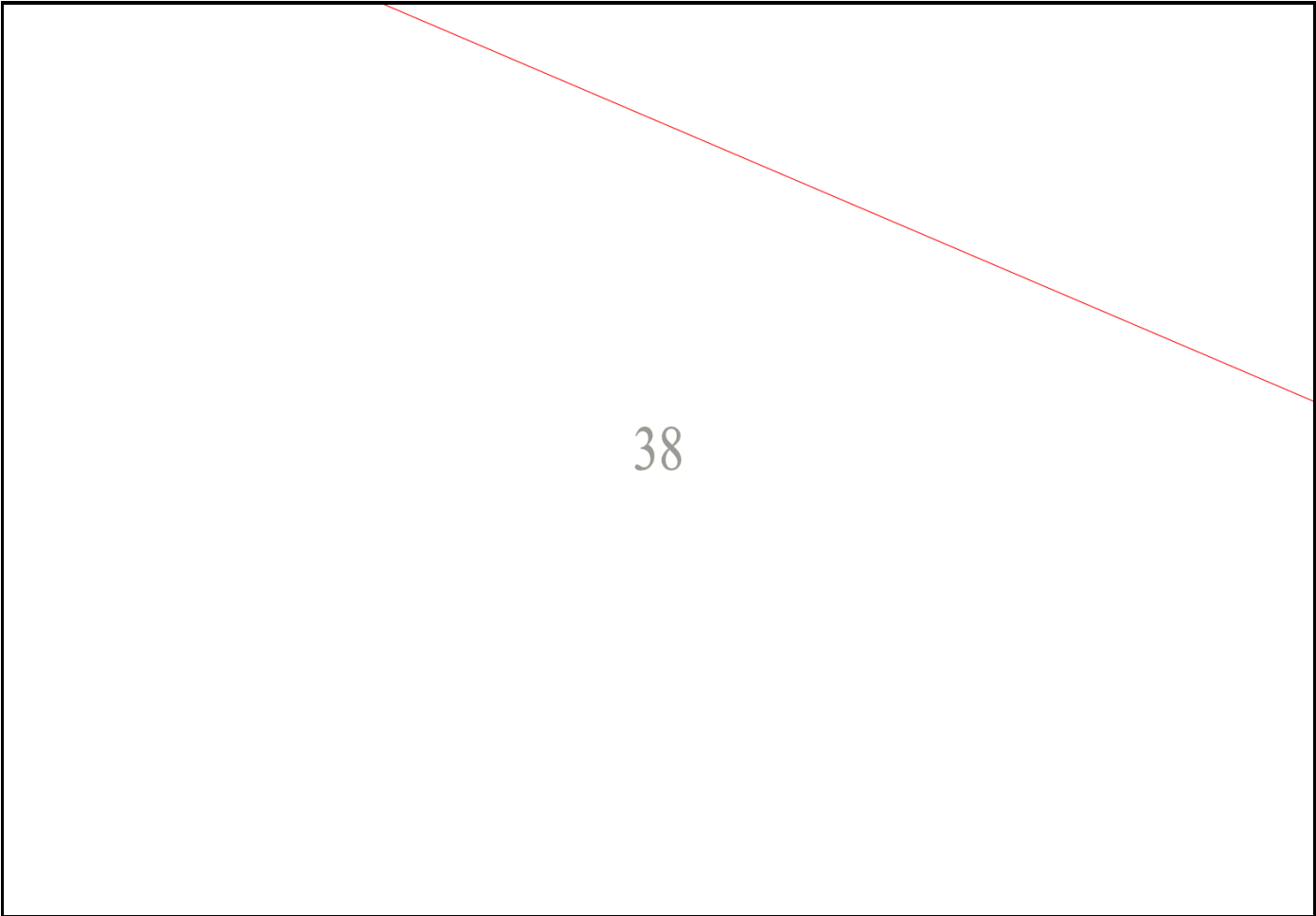
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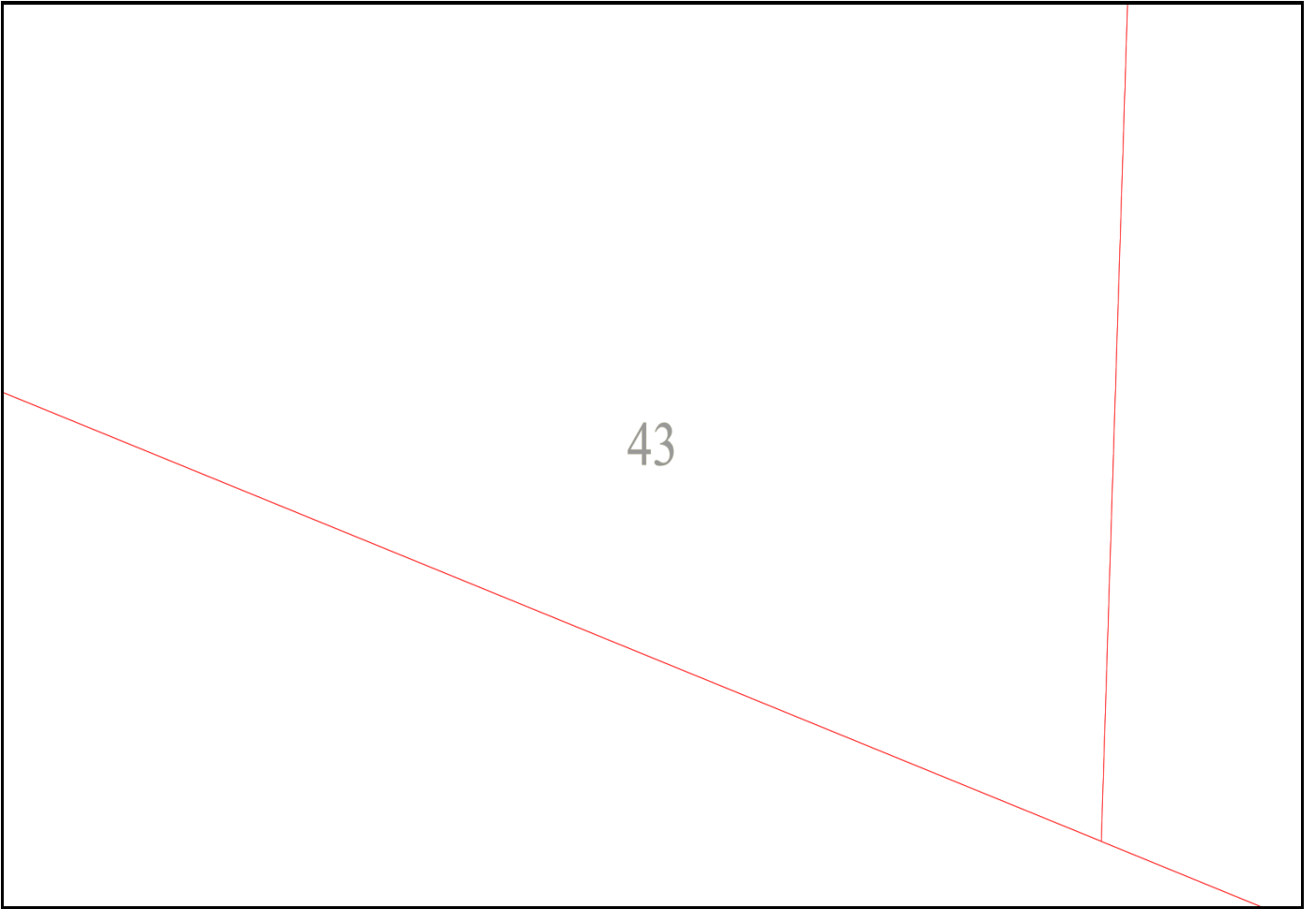


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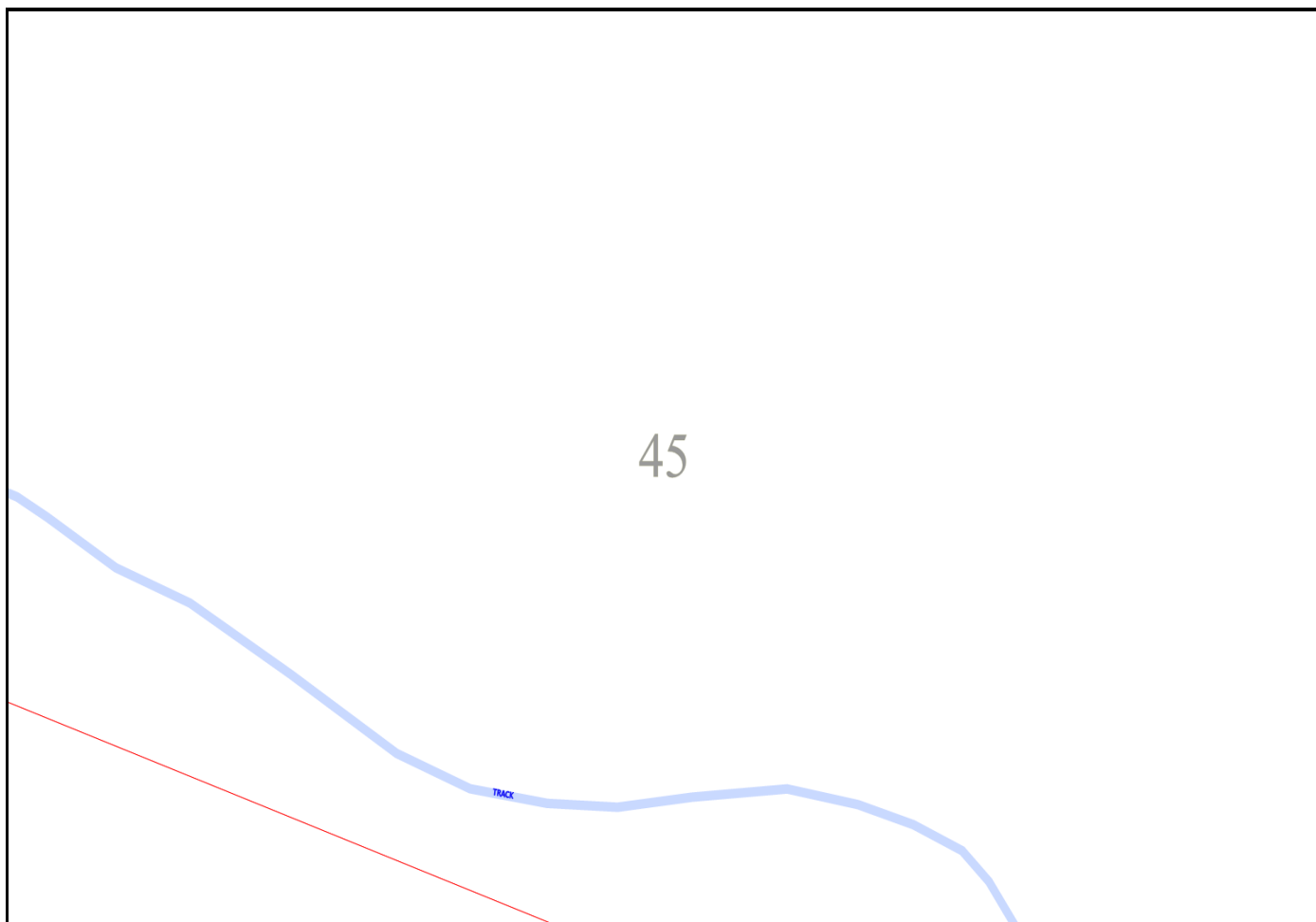
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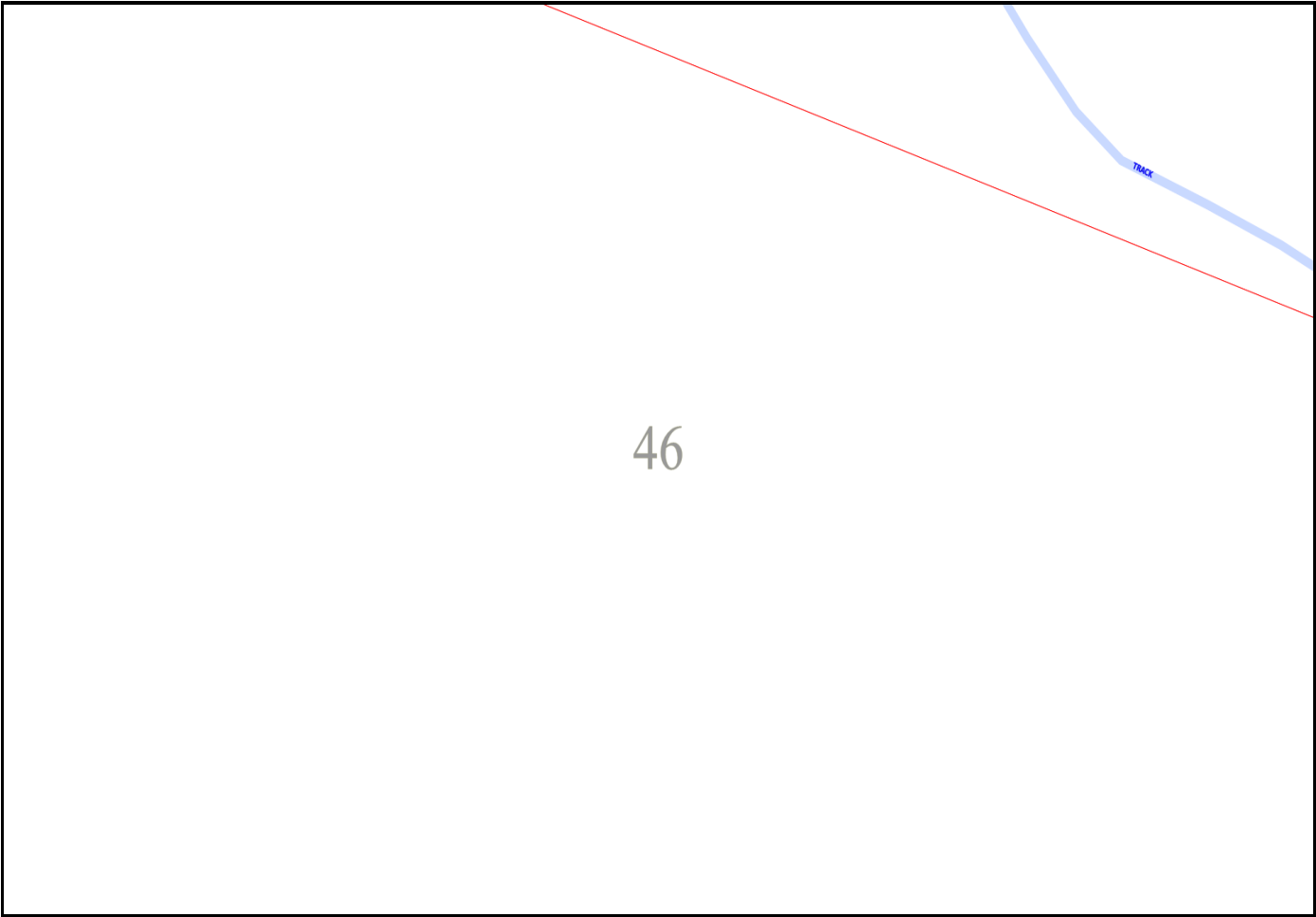
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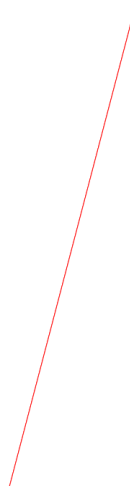
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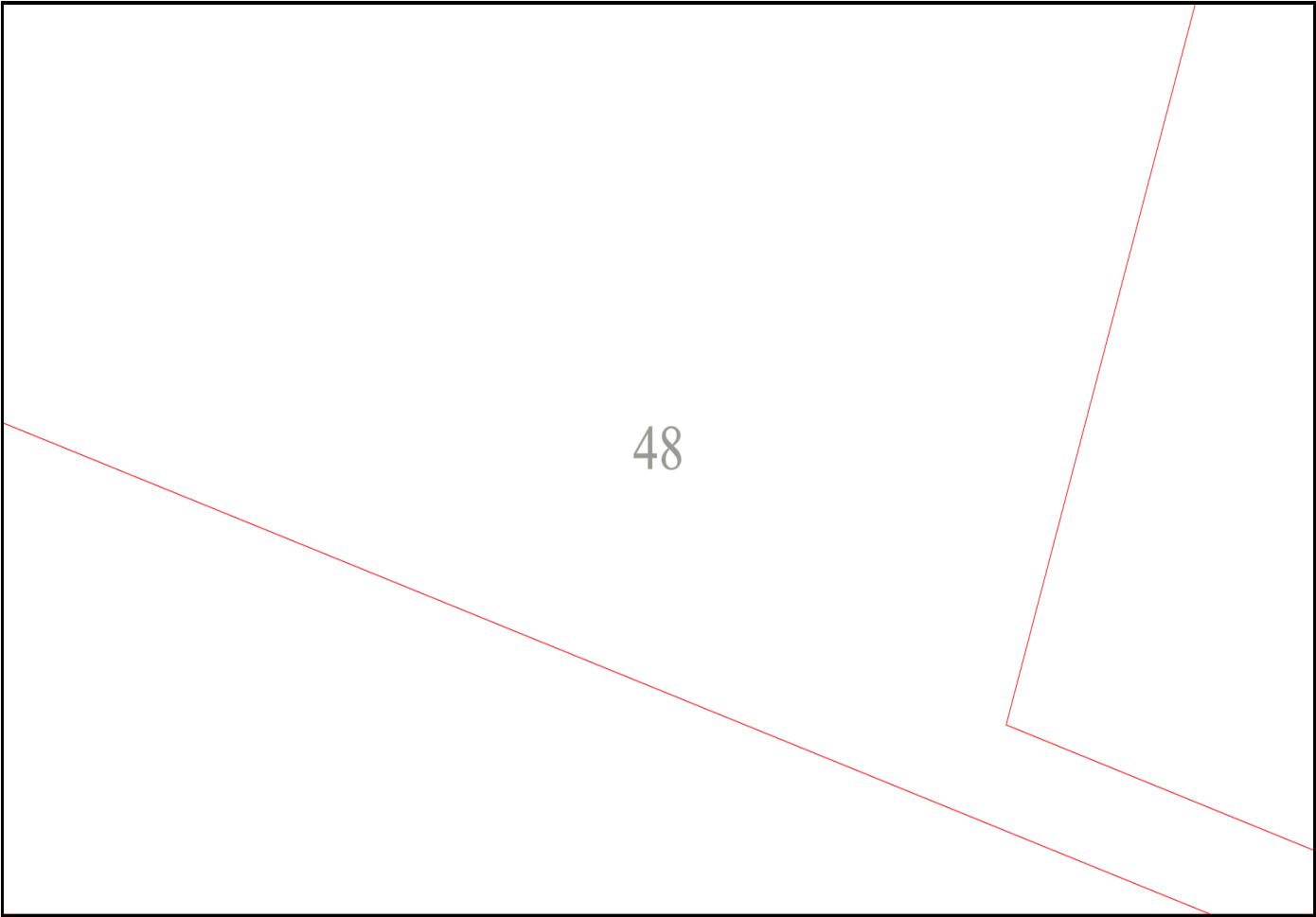




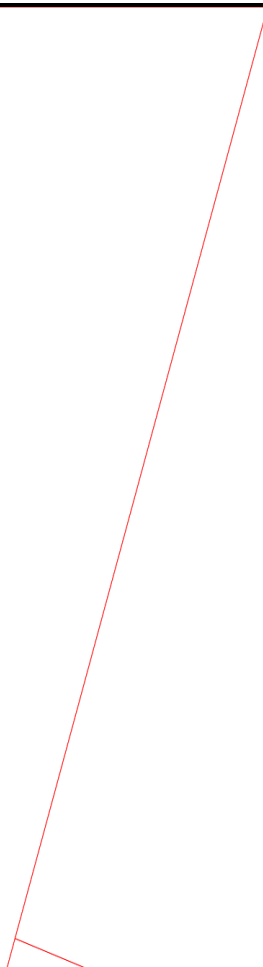
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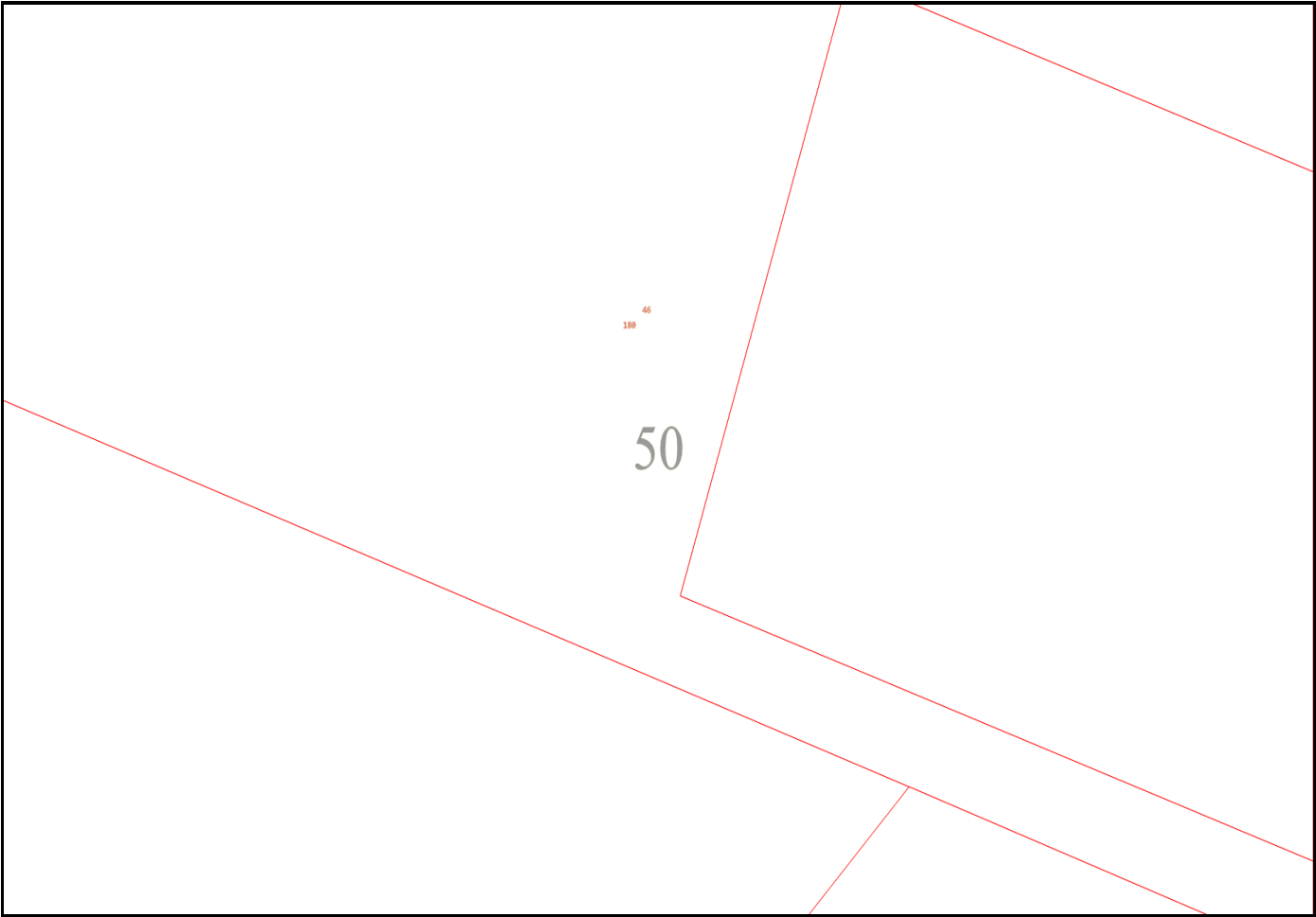
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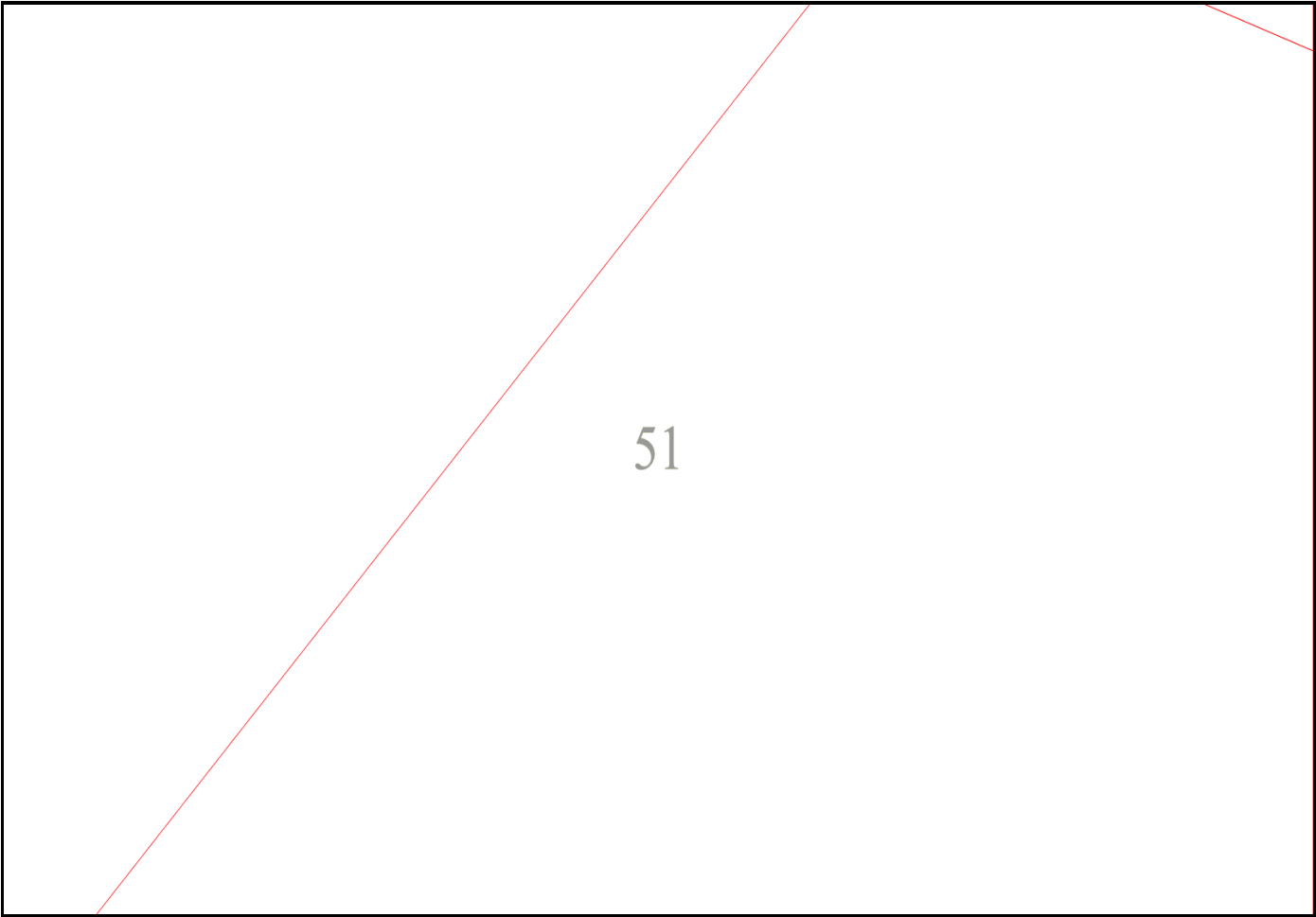




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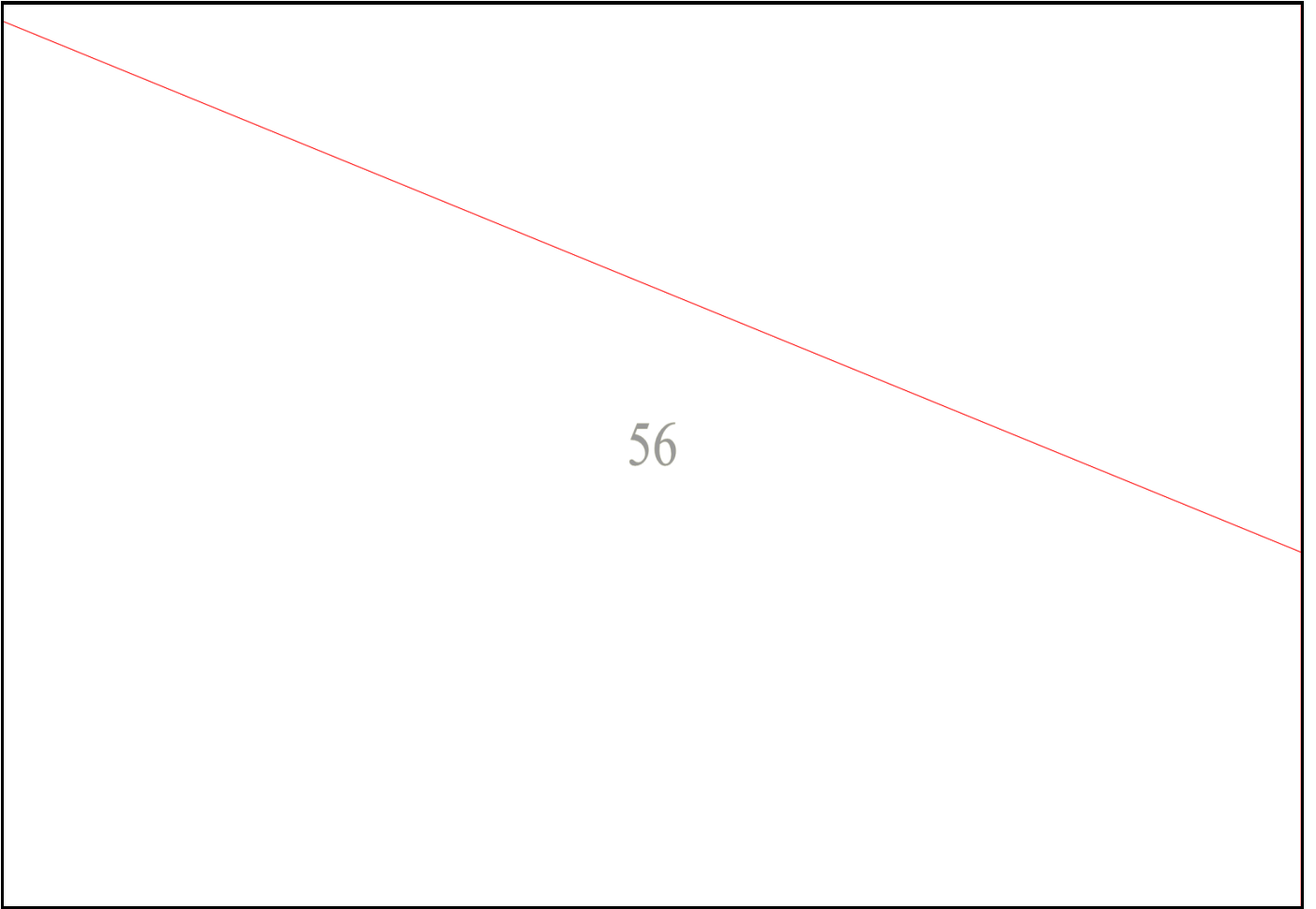


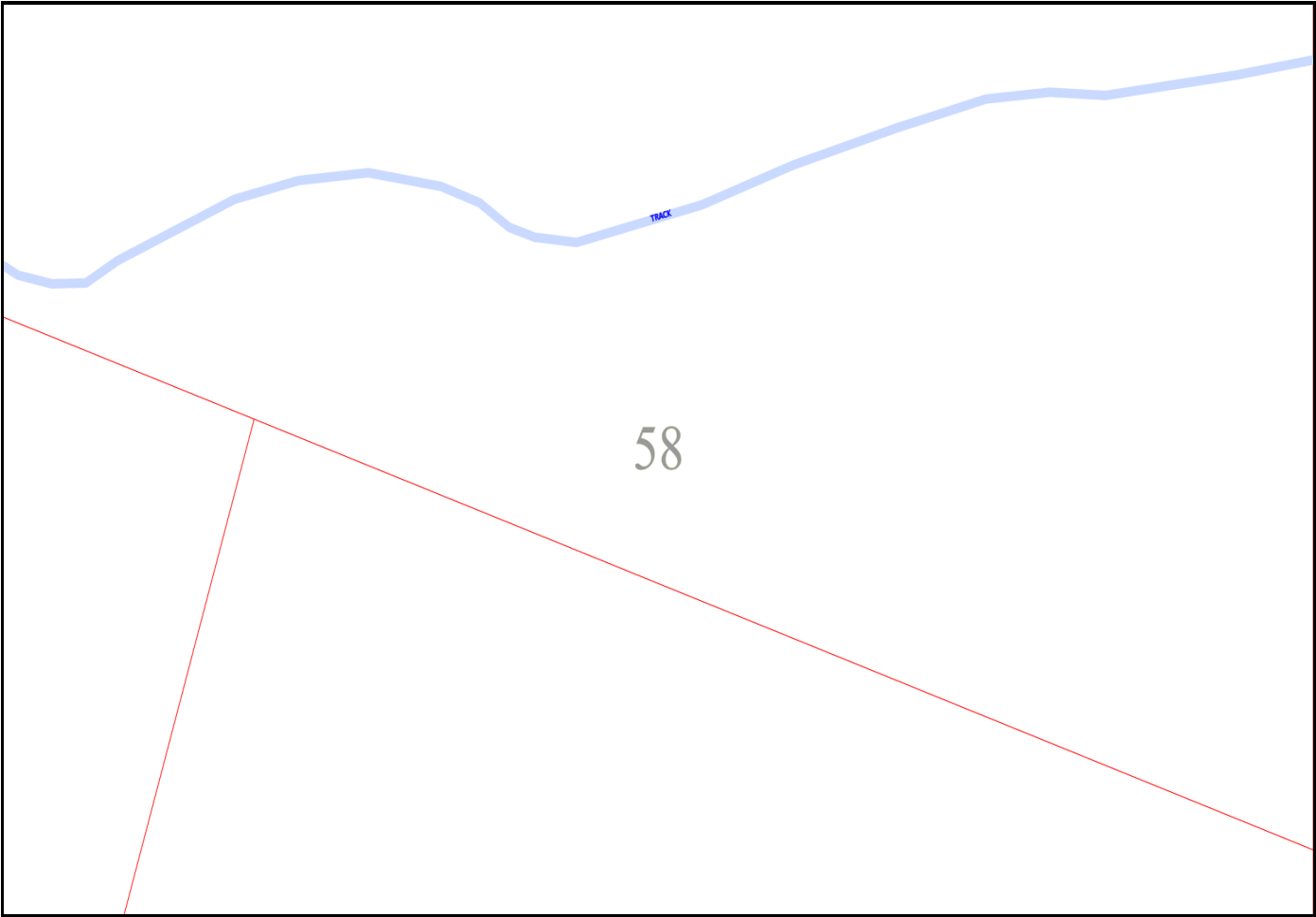


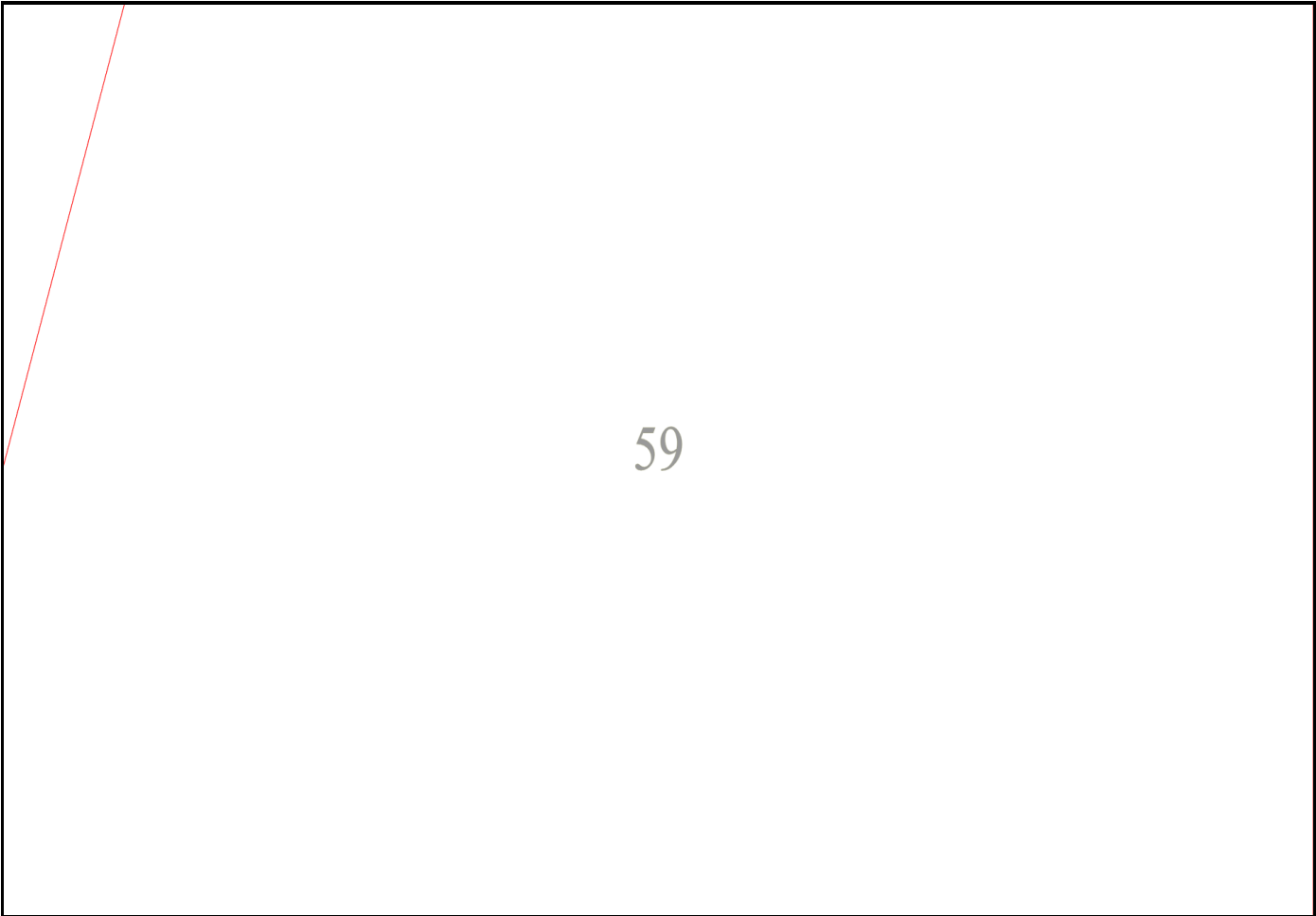


53

PROPOSED







59

60

Emergency Contacts

You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.



Working near **nbn**TM cables

nbn has partnered with Dial Before You Dig to give you a single point of contact to get information about **nbn** underground services owned by **nbn** and other utility/service providers in your area including communications, electricity, gas and other services. Contact with underground power cables and gas services can result in serious injury to the worker, and damage and costly repairs. You must familiarise yourself with all of the Referral Conditions (meaning the referral conditions referred to in the DBYD Notice provided by **nbn**).

Practice safe work habits

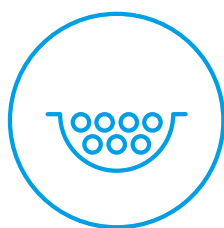
Once the DBYD plans are reviewed, the Five P's of Excavation should be adopted in conjunction with your safe work practices (which must be compliant with the relevant state Electrical Safety Act and Safe Work Australia "Excavation Work Code of Practice", as a minimum) to ensure the risk of any contact with underground **nbn** assets are minimised.



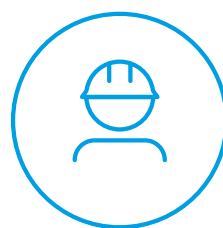
Plan: Plan your job by ensuring the plans received are current and apply to the work to be performed. Also check for any visual cues that may indicate the presence of services not covered in the DBYD plans.



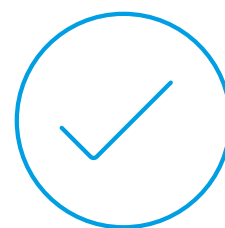
Prepare: Prepare for your job by engaging a DBYD Certified Plant Locator to help interpret plans and identify on-site assets. Contact **nbn** should you require further assistance.



Pothole: Non-destructive potholing (i.e. hand digging or hydro excavation) should be used to positively locate **nbn** underground assets with minimal risk of contact and service damage.

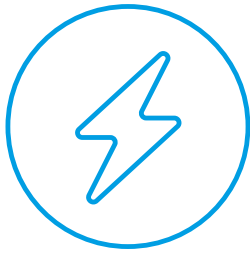


Protect: Protecting and supporting the exposed **nbn** underground asset is the responsibility of the worker. Exclusion zones for **nbn** assets are clearly stated in the plan and appropriate controls must be implemented to ensure that encroachment into the exclusion zone by machinery or activities with the potential to damage the asset is prevented.

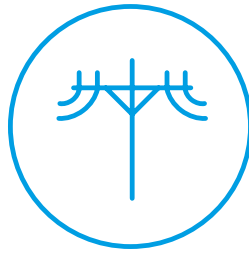


Proceed: Proceed only when the appropriate planning, preparation, potholing and protective measures are in place.

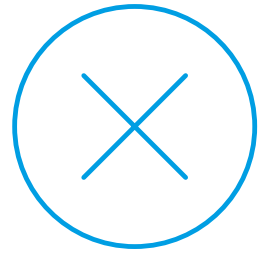
Working near **nbn**TM cables



Identify all electrical hazards, assess the risks and establish control measures.



When using excavators and other machinery, also check the location of overhead power lines.



Workers and equipment must maintain safety exclusion zones around power lines.

Once all work is completed, the excavation should be re-instated with the same type of excavated material unless specified by **nbn**. Please note:

- Construction Partners of **nbn** may require additional controls to be in place when performing excavation activities.
- The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

Contact

All **nbn**TM network facility damages must be reported online [here](#).
For enquiries related to your DBYD request please call 1800 626 329.

Disclaimer

This brochure is a guide only. It does not address all the matters you need to consider when working near our cables. You must familiarise yourself with other material provided (including the Referral Conditions) and make your own inquiries as appropriate.

nbn will not be liable or responsible for any loss, damage or costs incurred as a result of reliance on this brochure.

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To: Jared Zak
Phone: Not Supplied
Fax: Not Supplied
Email: form2@dottandcrossitt.com.au

Before You Dig Australia Job #:	51623479	 BEFORE YOU DIG www.byda.com.au Zero Damage - Zero Harm
Sequence #	263778472	
Issue Date:	06/11/2025	
Location:	180 Dunns Rd , Wolffdene , QLD , 4207	

Information

The area of interest requested by you contains one or more assets.

nbn™ Assets	Search Results
Communications	Asset identified
Electricity	No assets

In this notice **nbn™ Facilities** means *underground fibre optic, telecommunications and/or power facilities, including but not limited to cables, owned and controlled by nbn™*

Location of nbn™ Underground Assets

We thank you for your enquiry. In relation to your enquiry at the above address:

- **nbn's** records indicate that there **ARE nbn™** Facilities in the vicinity of the location identified above ("Location").
- **nbn** indicative plan/s are attached with this notice ("Indicative Plans").
- The Indicative Plan/s show general depth and alignment information only and are not an exact, scale or accurate depiction of the location, depth and alignment of **nbn™** Facilities shown on the Plan/s.
- In particular, the fact that the Indicative Plans show that a facility is installed in a straight line, or at uniform depth along its length cannot be relied upon as evidence that the facility is, in fact, installed in a straight line or at uniform depth.
- You should read the Indicative Plans in conjunction with this notice and in particular, the notes below.
- You should note that, at the present time, the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables. As such, consistent with the notes below, particular care must be taken by you to make your own enquiries and investigations to precisely locate any power cables and manage the risk arising from such cables accordingly.
- The information contained in the Indicative Plan/s is valid for 28 days from the date of issue set out above. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).

We thank you for your enquiry and appreciate your continued use of the Before You Dig Australia Service. For any enquiries related to moving assets or Planning and Design activities, please visit the **nbn Commercial Works** website to complete the online application form. If you are planning to excavate and require further information, please email dbyd@nbnco.com.au or call 1800 626 329.

Notes:

1. You are now aware that there are **nbn™** Facilities in the vicinity of the above property that could be damaged as a result activities carried out (or proposed to be carried out) by you in the vicinity of the Location.
2. You should have regard to section 474.6 and 474.7 of the *Criminal Code Act 1995* (CoA) which deals with the consequences of interfering or tampering with a telecommunications facility. Only persons authorised by **nbn** can interact with **nbn's** network facilities.
3. Any information provided is valid only for **28 days** from the date of issue set out above.

Referral Conditions

The following are conditions on which **nbn** provides you with the Indicative Plans. By accepting the plans, you are agreeing to these conditions. These conditions are in addition, and not in replacement of, any duties and obligations you have under applicable law.

1. **nbn** does not accept any responsibility for any inaccuracies of its plans including the Indicative Plans. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).
2. You acknowledge that **nbn** has specifically notified you above that the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables.
3. You should not assume that **nbn™** Facilities follow straight lines or are installed at uniform depths

along their lengths, even if they are indicated on plans provided to you. Careful onsite investigations are essential to locate the exact position of cables.

4. In carrying out any works in the vicinity of **nbn**™ Facilities, you must maintain the following minimum clearances:
 - 300mm when laying assets inline, horizontally or vertically.
 - 500mm when operating vibrating equipment, for example: jackhammers or vibrating plates.
 - 1000mm when operating mechanical excavators.
 - Adherence to clearances as directed by other asset owner's instructions and take into account any uncertainty for power cables.
5. You are aware that there are inherent risks and dangers associated with carrying out work in the vicinity of underground facilities (such as **nbn**™ fibre optic, copper and coaxial cables, and power cable feed to **nbn**™ assets). Damage to underground electric cables may result in:
 - Injury from electric shock or severe burns, with the possibility of death.
 - Interruption of the electricity supply to wide areas of the city.
 - Damage to your excavating plant.
 - Responsibility for the cost of repairs.
6. You must take all reasonable precautions to avoid damaging **nbn**™ Facilities. These precautions may include but not limited to the following:
 - All excavation sites should be examined for underground cables by careful hand excavation. Cable cover slabs if present must not be disturbed. Hand excavation needs to be undertaken with extreme care to minimise the likelihood of damage to the cable, for example: the blades of hand equipment should be aligned parallel to the line of the cable rather than digging across the cable.
 - If any undisclosed underground cables are located, notify **nbn** immediately.
 - All personnel must be properly briefed, particularly those associated with the use of earth-moving equipment, trenching, boring and pneumatic equipment.
 - The safety of the public and other workers must be ensured.
 - All excavations must be undertaken in accordance with all relevant legislation and regulations.
7. You will be responsible for all damage to **nbn**™ Facilities that are connected whether directly, or indirectly with work you carry out (or work that is carried out for you or on your behalf) at the Location. This will include, without limitation, all losses expenses incurred by **nbn** as a result of any such damage.
8. You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.
9. Except to the extent that liability may not be capable of lawful exclusion, **nbn** and its servants and agents and the related bodies corporate of **nbn** and their servants and agents shall be under no liability whatsoever to any person for any loss or damage (including indirect or consequential loss or damage) however caused (including, without limitation, breach of contract negligence and/or breach of statute) which may be suffered or incurred from or in connection with this information sheet or any plans (including Indicative Plans) attached hereto. Except as expressly provided to the contrary in this information sheet or the attached plans (including Indicative Plans), all terms, conditions, warranties, undertakings or representations (whether expressed or implied) are excluded to the fullest extent permitted by law.

All works undertaken shall be in accordance with all relevant legislations, acts and regulations applicable to the particular state or territory of the Location. The following table lists all relevant documents that shall be considered and adhered to.

State/Territory	Documents
National	Work Health and Safety Act 2011
	Work Health and Safety Regulations 2011
	Safe Work Australia - Working in the Vicinity of Overhead and Underground Electric Lines (Draft)

	Occupational Health and Safety Act 1991
NSW	Electricity Supply Act 1995
	Work Cover NSW - Work Near Underground Assets Guide
	Work Cover NSW - Excavation Work: Code of Practice
VIC	Electricity Safety Act 1998
	Electricity Safety (Network Asset) Regulations 1999
QLD	Electrical Safety Act 2002
	Code of Practice for Working Near Exposed Live Parts
SA	Electricity Act 1996
TAS	Tasmanian Electricity Supply Industry Act 1995
WA	Electricity Act 1945
	Electricity Regulations 1947
NT	Electricity Reform Act 2005
	Electricity Reform (Safety and Technical) Regulations 2005
ACT	Electricity Act 1971

Thank You,

nbn BYDA

Date: 06/11/2025

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Referral
263778474

Member Phone
1800 653 935

Responses from this member

Response received Thu 6 Nov 2025 1.20pm

File name	Page
Response Body	79
263778474.dwf	Excluded
AccreditedPlantLocators 2025-09-16a.pdf	81
Telstra Duty of Care v33.0a.pdf	82
Telstra Map Legend v4_0c.pdf	84

Attention: Jared Zak

Site Location: 180 Dunns Rd, Wolffdene, QLD 4207

Your Job Reference: 180 Dunns Rd

Please do not reply to this email, this is an automated message -

Thank you for requesting Telstra information via Before You Dig Australia (BYDA). This response contains Telstra Information relating to your recent request.

 Accredited Plant Locator	General Contact Information including applications required to view Cable Plans - DWF & PDF
 Telstra Duty of Care V32	Your responsibility and Legal requirements working near Telstra's Assets
 Telstra Map Legend 4.0	Common Symbols on Cable Plans and Safe Clearance distances when working near Telstra Assets

Please note:

When working in the vicinity of telecommunications plant you have a 'Duty of Care' that must be observed.

Ensure you read all documents (attached) - they contain important information.

In particular please read and familiarise yourself with the Before you Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation <https://www.byda.com.au/before-you-dig/best-practice-guides/>, as these documents set out the essential steps that must be undertaken prior to commencing construction activities.

 Best practice guides and the five P's of safe excavation	These are the essential steps to be undertaken prior to commencing construction activities	Essential Steps : Link 5 P's: Link
	We highly recommend using certified locators where possible.	CERTLOC : Link
 1800 653 935 Telstra Plan Services	Whenever in doubt please contact this number for Telstra BYDA map related enquiries email Telstra.Plans@team.telstra.com	Note: that Telstra plans are only valid for 60 days from the date of issue
 How to Report Damage to Telstra Equipment	If you think you have damaged Telstra Assets, please Report it ASAP.	Call: 13 22 03 Report Online: Link

	It is a criminal offence under the 'Criminal code act 1995' to tamper or interfere with Telecommunications infrastructure. Telstra will take action to recover compensation for the damage caused to property and assets, and for interference with the operation of Telstra's networks and customer service.
	Telstra plans contain confidential information and are provided on the basis that they are used solely for identifying location or vicinity of Telstra's infrastructure to avoid damage to this infrastructure occurring as part of any digging or other excavation activity. You must not use Telstra's plans for any other purpose or in a way that will cause loss or damage. You must comply with any other terms of access to the data that have been provided by you by Telstra (including conditions of use or access).

WARNING - MAJOR CABLES and/or OPTIC FIBRE IN THE AREA.

Phone 1800 653 935 for further assistance.

Note: In some areas Telstra fibre routes may be marked as "Amcom", as Telstra has purchased much of this infrastructure. If in doubt, please contact Telstra Plan services on the number above. Telstra plans and information are only valid for 60 days from the date of issue.

WARNING:

Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing them. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra assets prior to commencing work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. See the **Before You Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation**
<https://www.byda.com.au/before-you-dig/best-practice-guides/>.

Please note that:

- it is a criminal offence under the *Criminal Code Act* 1995 (Cth) to tamper or interfere with telecommunications infrastructure.
- Telstra will take action to recover compensation for damage caused to property and assets, and for interference with the operation of Telstra's networks and customers' services.

Telstra's plans contain Telstra's confidential information and are provided on the basis that they are used solely for identifying the location or vicinity of Telstra's infrastructure to avoid damage to this infrastructure occurring as part of any digging or other excavation activity. You must not use Telstra's plans for any other purpose or in a way that will cause Telstra loss or damage and you must comply with any other terms of access to the data that have been provided to you by Telstra (including Conditions of Use or Access).

(See attached file: *Telstra Duty of Care v33.0a.pdf*)

(See attached file: *Telstra Map Legend v4_0c.pdf*)

(See attached file: *AccreditedPlantLocators 2025-09-16a.pdf*)

(See attached file: *263778474.dwf*)

General Information



Before you Dig Australia – BEST PRACTISE GUIDES
<https://www.byda.com.au/before-you-dig/best-practice-guides/>

OPENING ELECTRONIC MAP ATTACHMENTS –

Telstra Cable Plans are generated automatically in either PDF or DWF file types.
Dependent on the site address and the size of area selected.
You may need to download and install free viewing software from the internet e.g.



DWF Map Files (all sizes over A3)
Autodesk Viewer (Internet Browser) <https://viewer.autodesk.com/> or
Autodesk Design Review <http://usa.autodesk.com/design-review/> for DWF files.
(Windows PC)



PDF Map Files (max size A3)
Adobe Acrobat Reader <http://get.adobe.com/reader/>



Telstra New Connections / Disconnections
13 22 00



Telstra Protection & Relocation: 1800 810 443 (AEST business hours only).
[Email](#)
Telstra Protection & Relocation Fact Sheet: [Link](#)
Telstra Protection & Relocation Home Page [Link](#)



Telstra Aerial Assets Group (overhead network)
1800 047 909

Protect our Network:

by maintaining the following distances from our assets:

- 1.0m Mechanical Excavators, Farm Ploughing, Tree Removal
- 500mm Vibrating Plate or Wacker Packer Compactor
- 600mm Heavy Vehicle Traffic (over 3 tonnes) not to be driven across Telstra ducts or plant.
- 1.0m Jackhammers/Pneumatic Breakers
- 2.0m Boring Equipment (in-line, horizontal and vertical)

For more info contact a [CERTLOC Certified Locating Organisation \(CLO\)](#) or
Telstra Location Intelligence Team 1800 653 935

Before You Dig Australia

Think before you dig

This document has been sent to you because you requested plans of the Telstra network through Before You Dig Australia (BYDA).

If you are working or excavating near telecommunications cables, or there is a chance that cables are located near your site, you are responsible to avoid causing damage to the Telstra network.

Please read this document carefully. Taking your time now and following the BYDA's Best Practices and 5 Ps of Safe Excavation <https://www.byda.com.au/before-you-dig/best-practice-guides/>

can help you avoid damaging our network, interrupting services, and potentially incurring civil and criminal penalties.

Our network is complex and working near it requires expert knowledge. Do not attempt these activities if you are not qualified to do so.



Disclaimer and legal details

*Telstra advises that the accuracy of the information provided by Telstra conforms to Quality Level D as defined in AS5488-2013.

It is a criminal offence under the Criminal Code Act 1995 (Cth) to tamper or interfere with telecommunications infrastructure.

Telstra will also take action to recover costs and damages from persons who damage assets or interfere with the operation of Telstra's networks.

By receiving this information including the indicative plans that are provided as part of this information package you confirm that you understand and accept the risks of working near Telstra's network and the importance of taking all the necessary steps to confirm the presence, alignments and various depths of Telstra's network. This in addition to, and not in replacement of, any duties and obligations you have under applicable law.

When working in the vicinity of a telecommunications plant you have a "Duty of Care" that must be observed. Please read and understand all the information and disclaimers provided below.

The Telstra network is complex and requires expert knowledge to interpret information, to identify and locate components, to pothole underground assets for validation and to safely work around assets without causing damage. If you are not an expert and/or qualified in these areas, then you must not attempt these activities. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers. Construction activities and/or any activities that potentially may impact on Telstra's assets must not commence without first undertaking these steps. Construction activities can include anything that involves breaking ground, potentially affecting Telstra assets.

If you are designing a project, it is recommended that you also undertake these steps to validate underground assets prior to committing to your design.

This Notice has been provided as a guide only and may not provide you with all the information that is required for you to determine what assets are on or near your site of interest. You will also need to collate and understand all information received from other Utilities and understand that some Utilities are not a part of the BYDA program and make your own enquiries as appropriate. It is the responsibility of the entities arranging for the works to be performed, supervising the works, and undertaking the works to protect Telstra network during excavation / construction works.

Telstra owns and retains the copyright in all plans and details provided in conjunction with the applicant's request. The applicant is authorised to use the plans and details only for the purpose indicated in the applicant's request. The applicant must not use the plans or details for any other purpose.

Telstra plans or other details are provided only for the use of the applicant, its servants, agents, or CERTLOC Certified Locating Organisation (CLO). The applicant must not give the plans or details to any parties other than these and must not generate profit from commercialising the plans or details. If the Applicant is aware of another party or parties about to perform or performing works at the location, it should ensure that the other party or parties have lodged a BYDA enquiry and obtained plans for that location. If you are undertaking excavations works you must follow the 5Ps of Safe Excavation. The 5 Ps of Safe Excavation are set out in the video in the below link.

<https://www.byda.com.au/education/resources/>

Telstra, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and or details so supplied to the applicant, its servants and agents, and the applicant agrees to indemnify Telstra against any claim or demand for any such loss or damage.

Please ensure Telstra plans and information provided always remains on-site throughout the inspection, location, and construction phase of any works.

Telstra plans are valid for 60 days after issue and must be replaced if required after the 60 days.

Data Extraction Fees

In some instances, a data extraction fee may be applicable for the supply of Telstra information. Typically, a data extraction fee may apply to large projects, planning and design requests or requests to be supplied in non-standard formats. For further details contact Telstra Location Intelligence Team.

Telstra does not accept any liability or responsibility for the performance of or advice given by a CERTLOC Certified Locating Organisation (CLO). Certification is an initiative taken by Telstra towards the establishment and maintenance of competency standards. However, performance and the advice given will always depend on the nature of the individual engagement.

Neither the Certified Locating Organisation nor any of its employees are an employee or agent for Telstra. Telstra is not liable for any damage or loss caused by the Certified Locating Organisation or its employees.

Once all work is completed, the excavation should be reinstated with the same type of excavated material unless specified by Telstra.

The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

When using excavators and other machinery, also check the location of overhead power lines.

Workers and equipment must maintain safety exclusion zones around power lines

WARNING: Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy shown on the plans. **FURTHER ON SITE INVESTIGATION IS REQUIRED TO VALIDATE THE EXACT LOCATION OF TELSTRA PLANT PRIOR TO COMMENCING CONSTRUCTION WORK.** A plant location service is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. The exact position of Telstra assets can only be validated by physically exposing them. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers.

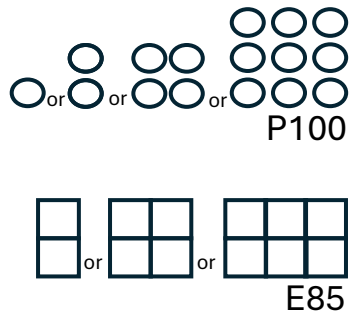
Privacy Note

Your information has been provided to Telstra by BYDA to enable Telstra to respond to your BYDA request. Telstra keeps your information in accordance with its privacy statement. You can obtain a copy at www.telstra.com.au/privacy or by calling us at 1800 039 059 (business hours only).

LEGEND



	Leadin terminates at a Customer Address		Cable Jointing Pit Number / Letter indicating Pit type/size
	Exchange Major Cable Present		Elevated Joint (above ground joint on buried cable)
	Pillar / Cabinet Above ground Free Standing		Telstra Plant in shared Utility trench
	Above ground Complex Equipment Please note: Powered by 240v electricity		Aerial cable / or cable on wall
OC	Other Carrier Telecommunication Cable/ Asset. Not Telstra Owned		Aerial cable (attached to joint use Pole e.g., Power Pole)
DIST	Distribution cables in Main Cable Ducts		Marker Post Installed
MC	Main Cable ducts on a Distribution Plan		Buried Transponder
	Blocked or Damaged Duct		Marker Post & Transponder
	Footway Access Chamber (can vary between 1-lid to 12-lid)		Optical Fibre Cable Direct Buried
	NBN Pillar		Direct Buried Cable
	Third Party Owned Network Non-Telstra		nbn owned network



Single to Multiple Round Conduit Configurations 1,2,4,9 respectively
(attached text denotes conduit type and size)

Multiple Square Conduit configurations 2,4,6 respectively
(attached text denotes conduit type and size)

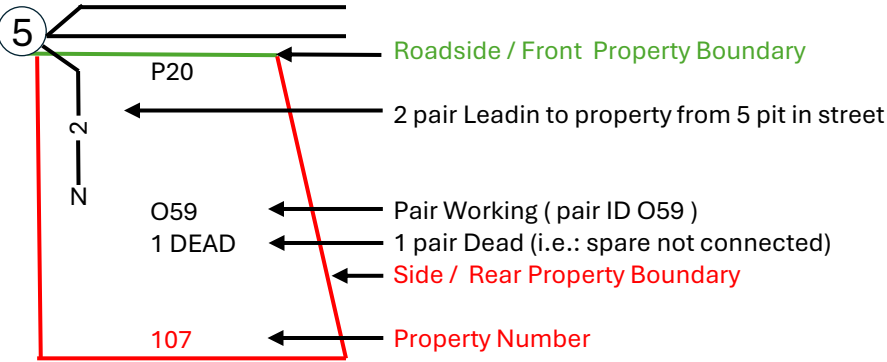
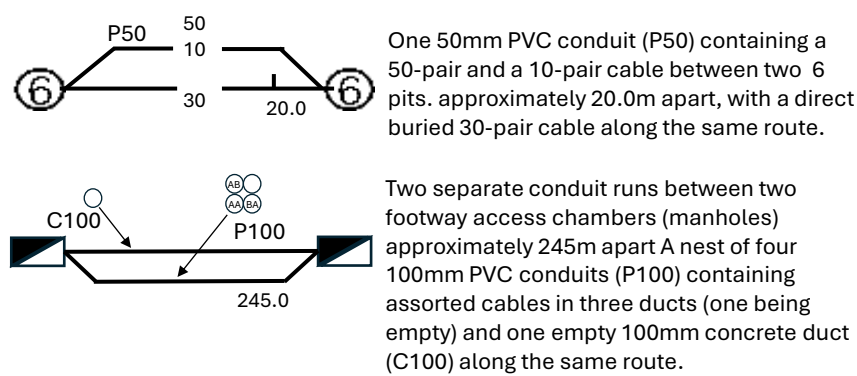
Some examples of conduit type and size:

A - Asbestos cement, P - PVC / Plastic, C - Concrete, GI - Galvanised Iron, E - Earthenware

Conduit sizes nominally range from 20mm to 100mm

P50 50mm PVC conduit
P100 100mm PVC conduit
A100 100mm asbestos cement conduit

Some Examples of how to read Telstra Plans



The 5 Ps of Safe Excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>

Plan	Prepare	Pothole	Protect	Proceed
Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.	Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a Certified Locator.	Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.	Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.	Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.



End of document

i This document may exclude some files (eg. DWF or ZIP files)

This document was automatically generated at a point-in-time. Be aware that the source information from which this document was created may have changed since it was produced. This document may contain incomplete or out-of-date information. Always check your enquiry details in the BYDA Referral Service for the most recent information. For copyright information refer to individual responses.