



Expressions of Interest – Purchase of Vacant Lots in Township of Julia Creek QLD 4823

McKinlay Shire Council is seeking expressions of interest (EOI) from interested parties for the purchase of two lots of land described as residential subdivision, Julia Creek; Lot 14 SP247177 and Lot 15 SP247177.

These lots were previously passed in from Tender T1920018 and will have the same conditions as described in Tender T1920018. The attached documentation contains:

- Mapping and details of the lots
- The conditions detailed in Tender document T1920018
- The Special Conditions of the Contract

Offers below the current valuation will not be accepted. Where there are multiple applicants for the same site, Council will accept best offer. The sale process will commence further with the successful applicant(s).

EOI submissions will consist of the following details:

- Applicant's name and contact details
- the preferred lot(s) name
- the offered purchase price including GST for each specified lot(s)

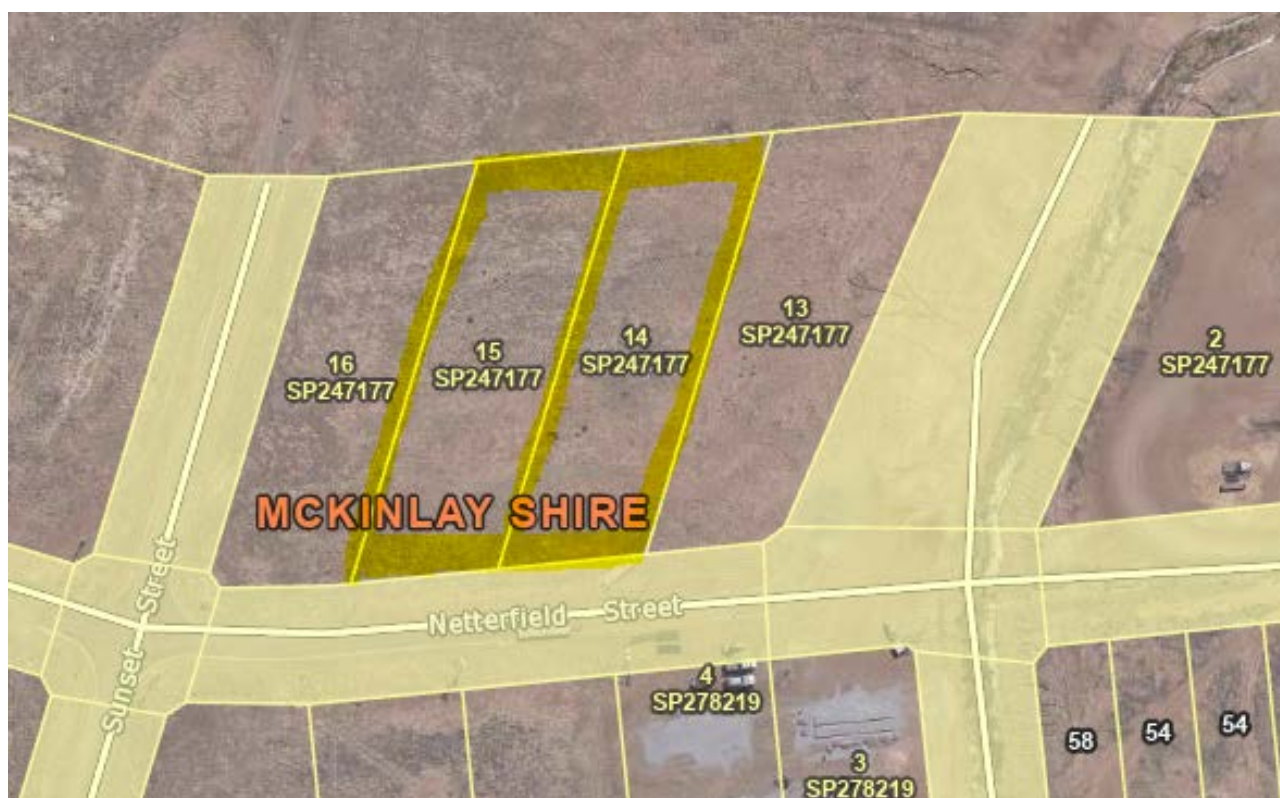
EOIs must be submitted in writing to the Chief Executive Officer via email at ceo@mckinlay.qld.gov.au or hand delivered to Council Reception in an envelope addressed as follows:

“ATTN: Chief Executive Officer – EOI Land
29 Burke Street
Julia Creek, QLD 4823”

EOIs close at 5pm Friday, 13 March 2020.

Lots for purchase:

Registered Property Description	Area (Sq. M)	Zoning
Lot 14 SP 247177	4039	Rural Residential
Lot 15 SP 247177	4039	Rural Residential



Conditions from Tender T1920018 – Sale of Vacant Lots in the Township of Julia Creek (Dated 14 November 2019)

McKinlay Shire Council is the owner of vacant land (Land) and proposes to dispose of the Land by sale to the general public.

While being conscious of the various statutory requirements pertaining to this process, Council also intends to ensure any development of the Land is consistent with Council's planning scheme and intention to have a fully utilised residential subdivision in Julia Creek.

On that basis, Council will only accept EOIs from genuine applicants who intend to commence construction of a residence or industrial facility on the relevant Land within 12 months of the date of the Contract and which must be completed for occupation within 3 years of the date of Contract in accordance with the Special Conditions of the Contract

The sale of the Land is conditional upon the successful applicant entering into a Lease over the Land in accordance with clause 3 or 4 of the Special Conditions.

The purpose of the Lease is to ensure that the successful applicant is in a position to satisfy the Special Conditions of the Contract within 3 years of the date of the Contract by completing the construction of a suitable residence on the Land or industrial facility where the Land is zoned for industrial purposes.

Once the Special Conditions have been satisfied to Council satisfaction, settlement will be effected and the Land will be transferred to the successful applicant after which time the Lease will merge with the title of the Land.

This EOI a request for applicants to submit an offer for the purchase of the Land.

The applicant acknowledges that upon submitting the EOI, the applicant shall be bound by the terms of these Conditions as though the Conditions were a deed between Council and the applicant.

If the applicant breaches any of these Conditions of purchase, Council may, at its discretion and without limiting its other rights, exclude the applicant from assessment.

ANNEXURE A SPECIAL CONDITIONS

1. EXCLUDED AND AMENDED TERMS

1.1. Printed Provisions

The REIQ Terms of Contract for Houses and Residential Land (**Standard Terms**) apply to this Contract except as are excluded or modified by these Special Conditions.

1.2. Exclusions

The following clauses of the Standard Terms are varied in the following respects:

- (a) Clauses 2.3, 2.4, 4, 5.4, 5.5, 5.6, 5.7, 7.4(1)-(4), 7.5(2)-(4), 7.6, 7.7, 8.2, 8.3, 8.5 and 11 deleted;
- (b) The following clauses are amended as follows:
 - a. Clause 8.1 is deleted and replaced as follows:
 - i. *"The Property shall be at the risk of the Buyer on and from the Contract Date."*

2. CONDITION OF PROPERTY

2.1. The Buyer is taken to have inspected the Property and accepts it in its present condition "as is where is" and subject to:

- (a) Any legal, physical, patent or latent defects;
- (b) all existing ways, easements and encroachments (if any) and to all statutes affecting the same or any part or parts thereof and to all orders and regulations made thereunder respectively; and
- (c) all requisitions, orders and notices whatsoever issued by any competent authority in respect of the Property and requiring works to be performed on, about or in respect of the Property.

2.2. The Buyer:

- (a) does not rely on any representations, warranties or information provided or statements about the Property made by or on behalf of the Seller, other than as expressly set out in this Contract;
- (b) acknowledges that it has not been induced to enter into this Contract by any representation, warranty or information provided by the Seller, or their respective employees or agents;
- (c) acknowledges that it has satisfied itself about:

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- (i) the quality and state of repair and condition of the Property;
- (ii) the purposes for which the Property can be used (including, without limitation, any restrictions on its use or development);
- (iii) whether the current use of the Property is authorised by the relevant town planning authority;
- (iv) the fitness and suitability of the Property for any particular purpose;
- (v) the existence or otherwise of necessary approvals and licences from authorities relating to the Property;
- (vi) the existence of any hazardous contaminant within the meaning of the *Environmental Protection Act 1994*.
- (vii) the present and future economic feasibility, viability and economic return of the Property; and
- (viii) the value of the Property.

2.3. The Buyer is not entitled to:

- (a) make any claim for compensation or damages;
 - (b) seek a reduction in the Purchase Price;
 - (c) delay completion;
 - (d) make any objection;
 - (e) be discharged from this Contract; or
 - (f) terminate this Contract,
- for or because of:
- (i) any reservation, Encumbrance, lien or interest to which this Contract is made subject that was capable of discovery by the Buyer prior to entry into this contract;
 - (ii) any minor error, minor misstatement or minor omission in the description or particulars of the Property in this Contract (including the area or boundaries of the Property);
 - (iii) any requisition, direction, recommendation, resumption, intended resumption or compulsory acquisition relating to the Property;
 - (iv) any matter about which, under this Contract:
 - (A) the Buyer agrees it has satisfied itself;
 - (B) the Buyer agrees it has not relied on any statement, representation or warranty.

2.4. The Buyer hereby covenants and agrees with the Seller that all warranties, conditions and representations as to the Property which might otherwise arise or be inferred implied or

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imposed against the Seller whether by statute, regulation, contract or the parties' conduct or any other means howsoever are hereby expressly excluded and negated in every respect, except to the extent that, at law, such warranties conditions and representations are implied and may not be excluded and negated.

3. CONSTRUCTION LEASE [IF CONTRACT IS NOT SUBJECT TO FINANCE]

- 3.1. Simultaneously with the execution of this Contract the Buyer will execute a Lease on substantially the same terms as those in the Lease in Annexure B and deliver it to the Seller.
- 3.2. The Buyer gives the Seller authority to complete the Commencement and Expiry Dates, as those terms are defined in the Lease, as follows:
 - (a) Commencement Date – will reflect the Contract Date;
 - (b) Expiry Date – will reflect the date that is 3 years, less one day, from the Contract Date.
- 3.3. The Seller will provide a fully signed copy of the Lease to the Buyer as soon as reasonably practicable.

4. CONSTRUCTION LEASE [IF CONTRACT IS SUBJECT TO FINANCE]

- 4.1. If Standard Term 3 of this Contract applies, simultaneously with the provision of the Buyer's notice to the Seller, as provided by clause 3.2(2) of the Standard Terms, the Buyer will execute a Lease on substantially the same terms as those in the Lease in Annexure B and deliver it to the Seller.
- 4.2. The Buyer gives the Seller authority to complete the Commencement and Expiry Dates, as those terms are defined in the Lease, as follows:
 - (a) Commencement Date – will reflect the date of receipt of the Buyer's notice to the Seller pursuant to clause 3.2(2);
 - (b) Expiry Date – will reflect the date that is 3 years, less one day, from the date in clause 4.2(a).
- 4.3. The Seller will provide a fully signed copy of the Lease to the Buyer as soon as reasonably practicable.

5. BREACH OF LEASE

- 5.1. A breach of the Lease entered into between the parties in accordance with clause 3 of these Special Conditions will be taken to be a breach of this Contract.
- 5.2. This Contract will immediately be at an end and the Seller must refund the Deposit to the Buyer.
- 5.3. Neither party will have a claim against the other for any reason whatsoever save for any antecedent breach.

6. SETTLEMENT

- 6.1. Settlement must occur on or before the Expiry Date, as that term is defined in the Lease entered into between the parties in accordance with clause 3 of these Special Conditions.
- 6.2. If the conditions of the Lease have not been met and Settlement cannot occur on or before the Expiry Date, as that term is defined in the Lease, of the Lease then, unless the parties agree to an extension, this Contract will be at an end and neither party will have a claim against the other save for any antecedent breach. If the Contract comes to an end under this clause then the Lease will also come to an end.
- 6.3. If this Contract comes to an end in accordance with this clause then the Seller must refund the Deposit to the Buyer.

7. INCONSISTENCY

Where there is any inconsistency between the terms of the Standard Terms and these Special Conditions the terms of the Special Conditions shall prevail to the extent of that inconsistency.

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