

APPENDIX A

Application Documentation and Searches

Prepared by:

Property Projects Australia Pty Ltd

PDA Development Application Form

Approved form made under section 175 of the Economic Development Act 2012 for the purposes of applications made under Section 82, 99 and 101, of the Economic Development Act 2012

Mandatory fields identified with Asterisk*

1. Applicant Details*

First Name	C / - Property Projects Australia (Attn: Toby Fiorillo & Sam Spiro)
Last Name	
Company Name (if applicable)	Bower Property Group
ABN (for companies only)	
Postal address (PO Box or street address)	PO Box 1264
Suburb	New Farm
State	QLD
Postcode	4005
Contact number	07 3254 1566
Email address	toby@propertyprojectsaustralia.com.au / sam@propertyprojectsa

Payer details* for tax invoice and receipt purposes (These details are only necessary where the payer details are different to the applicant details)

First Name	
Last Name	
Company Name (if applicable)	
ABN (for companies only)	
Postal address (PO Box or street address)	
Suburb	
State	
Postcode	
Contact number	
Email address	

2. Location Details*

All lots must be listed OR an adjoining property for development in water, eg. Jetty or Pontoon

Priority Development Area	Ooononba Priority Development Area
Property street address (i.e. unit / street number and street name)	286 Lakeside Drive
Suburb	Ooononba
State	QLD
Postcode	4811
Lot on plan description (e.g. Lot 3 on RP123456)	Lot 6000 on SP302846

Attach the following information:

Current title search for each lot	☒ Confirmed
Easement document for each easement registered on the title search(s)	☒ Confirmed
Environmental management and contaminated land register search for each lot. *Not required for Request to Extend Currency Period	☒ Confirmed

3. Application Details*

Type of PDA Development Application (Tick applicable)

PDA Development Application (s.82 of the Economic Development Act 2012) – Complete section 3.1 below	☒
Change to PDA Development Approval (s.99 of the Economic Development Act 2012) – Complete section 3.2 below	☐
Request to Extend Currency Period (s.101 of the Economic Development Act 2012) – Complete section 3.3 below	☐

3.1 PDA Development Application (s.82, Economic Development Act 2012)

Development type	Approval type
☒ Material Change of Use	☐ Preliminary Approval ☒ Development Permit
☐ Reconfiguring a Lot	☐ Preliminary Approval ☐ Development Permit

3.1 PDA Development Application (s.82, Economic Development Act 2012)

Development type	Approval type
☐ Operational Work	☐ Preliminary Approval
	☐ Development Permit
☐ Building Work	☐ Preliminary Approval
	☐ Development Permit

Description of proposal: Use Defined uses under the relevant Development Scheme, eg. Multiple Dwellings, Shop, Office, 250 lot subdivision, extension to existing Childcare Centre

PDA development Permit for Material Change of Use for Service Station (Shop) and Food and Drink Outlet (F

Proposed Gross Floor Area	689m ²	Proposed No. new lots	n/a
Proposed No. dwellings	n/a	Proposed No. car parking spaces	34
Proposed building height – storeys	One (1)	Proposed net residential density	n/a

3.2 Change to PDA development approval (s.99, Economic Development Act 2012)

Previous PDA approval reference: Ref No. /

Description of the proposed changes: (Include annotated plans that clearly outline proposed changes)

3.3 Request to Extend Currency Period (s.101, Economic Development Act 2012)

PDA Development Approval reference number	Ref No. /
Decision date	
Currency Period stated on the approval	years from the Decision date
Currency Period lapse date (include any applicable event extensions declared by the minister)	
Proposed Currency Period extension	years from the Decision date
Proposed Currency Period extension lapse date	

3.3 Request to Extend Currency Period (s.101, Economic Development Act 2012)

Provide a statement outlining the reason for the extension:

Note: Landowner's consent is not required for a Request to Extend Currency Period

4. Attachments*

List of plans, drawings and reports lodged with the application <i>(If necessary, provide this list as an attachment)</i>	
Description/Title	Prepared by
Refer to list of attachments provided in Appendix A	

5. Project Cost*

Estimated total design and construction cost of the proposal / project <i>(excluding land value/cost)</i>	\$ 11,000,000
---	---------------

6. Owner's Consent*

In providing consent, each land owner is consenting to the lodgement of the application under the *Economic Development Act 2012*.

Is written consent of the owner required for this Application?

(refer sections 82 and 99 Economic Development Act 2012)

☐

No *(provide reason, ie. Not required for Request to Extend Currency Period or Operational work, unless work is to be carried out below the high-water mark and outside the boundaries of a canal)*

☒

Yes - consent letter(s) attached

It is the responsibility of the Applicant to ensure the accuracy and authenticity of the application, including ownership or consent details. However, the assessment manager will review the information supplied in greater detail, where considered necessary. Refer to the owner's consent templates and EDQ Practice note 21: Owner's consent for further guidance on the provision of valid owner's consent [Forms and Guidelines](#)

7. Approval History*

Is there a Development Approval, granted under the *Integrated Planning Act 1997*, the *Urban Land Development Authority Act 2007*, the *Sustainable Planning Act 2009*, the *Planning Act 2016* or the *Economic Development Act 2012* still in effect for the land?

OR

Has any prelodgement advice been provided by EDQ?

Prelodgement advice (PRE-2026-OBA-438)

8. Privacy Statement

Personal information in this form is collected by the Minister for Economic Development Queensland (**MEDQ**) for the purposes of administering the *Economic Development Act 2012* (**ED Act**).

The information in this form including personal information will be used by the delegates of MEDQ, third parties engaged by MEDQ, local governments or distributor-retailers for a purpose under the ED Act and *Economic Development Regulation 2023*. MEDQ may provide to third parties or publish the information if required or authorised by the ED Act, *Information Privacy Act 2009*, the *Right to Information Act 2009*, other legislation or by law.

MEDQ's privacy policy containing the following information is available on its website:

- how an individual may access the personal information about the individual that is held by MEDQ and seek the correction of the information;
- how the individual may complain about a breach of the Queensland Privacy Principles or any QPP code and how MEDQ will deal with the complaint.

MEDQ is not likely to disclose the personal information to entities outside of Australia.

9. Applicant's Declaration and Acknowledgement*

- ✓ By making this application, I declare that all information in this application is true and correct to the best of my knowledge.
- ✓ I acknowledge that if any information provided in this application is knowingly false or misleading, I may be exposed to penalties under section 165 of the *Economic Development Act 2012*.
- ✓ I consent to any information relating to this application being given to me by an electronic communication in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- ✓ I acknowledge that the owner's consent and application fee must be provided to EDQ within twenty (20) business days of the application being lodged. After this time, the application will not be accepted as a properly made application unless an agreement is in place between the parties.

INFO@PROPERTYPROJECTSAUSTRALIA.COM.AU
PROPERTYPROJECTSAUSTRALIA.COM.AU
ABN 13 167 478 766



Description / Title	Prepared by
Proposal Plans	Verve Design Group
Landscape Concept Plans	Andrew Gold Landscape Architects
Engineering & Stormwater Management Report	STP Consultants
Air Quality Statement	MWA Environmental
Noise Impact Assessment	MWA Environmental
Flood Impact Assessment	Storm Flood Engineering
Transport Engineering Report	Colliers

BRISBANE OFFICE
OFFICE 1 / 618-626 BRUNSWICK ST
NEW FARM QLD 4005 AUSTRALIA
P +61 7 3254 1566

TOOWOOMBA OFFICE
123 MARGARET ST
TOOWOOMBA QLD 4350 AUSTRALIA
P +61 7 4632 0516

MELBOURNE OFFICE
LEVEL 1, 239 NICHOLSON STREET
CARLTON VIC 2218 AUSTRALIA
P +61 3 7037 0432

**Landowner's consent to the making of a PDA development application
under the *Economic Development Act 2012***

I, **HEATHER BLOWNE**

As authorised delegate of the Minister for Economic Development Queensland

Being the owner of the premises identified as follows:

286 Lakeside Drive, Oonoonba QLD 4811 (formally identified as Lot 6000 on SP302846)

consent to the making of a development application under the *Economic Development Act 2012* by:

Bower Property Group
C/ - Property Projects Australia

on the premises described above for:

PDA Development Permit for a Material Change of Use

As authorised delegate of the Minister for Economic Development Queensland

Signed:

Name:

HEATHER BLOWNE

Date:

11/6/2026

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	51142022	Search Date:	09/06/2026 09:43
Date Title Created:	02/05/2018	Request No:	56437089
Previous Title:	51122989		

ESTATE AND LAND

Estate in Fee Simple

LOT 6000 SURVEY PLAN 302846
Local Government: TOWNSVILLE

REGISTERED OWNER

Dealing No: 718714865 27/04/2018
MINISTER FOR ECONOMIC DEVELOPMENT QUEENSLAND

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 40060746 (Lot 51 on SP 233012)
2. EASEMENT IN GROSS No 718714888 27/04/2018 at 12:17
burdening the land
TOWNSVILLE CITY COUNCIL
over
EASEMENT A ON SP302846

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	51142022	Search Date:	09/06/2026 09:43
Date Title Created:	02/05/2018	Request No:	56437089
Previous Title:	51122989		

ESTATE AND LAND

Estate in Fee Simple

LOT 6000 SURVEY PLAN 302846
Local Government: TOWNSVILLE

REGISTERED OWNER

Dealing No: 718714865 27/04/2018

MINISTER FOR ECONOMIC DEVELOPMENT QUEENSLAND

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 40060746 (Lot 51 on SP 233012)
2. EASEMENT IN GROSS No 718714888 27/04/2018 at 12:17
burdening the land
TOWNSVILLE CITY COUNCIL
over
EASEMENT A ON SP302846

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

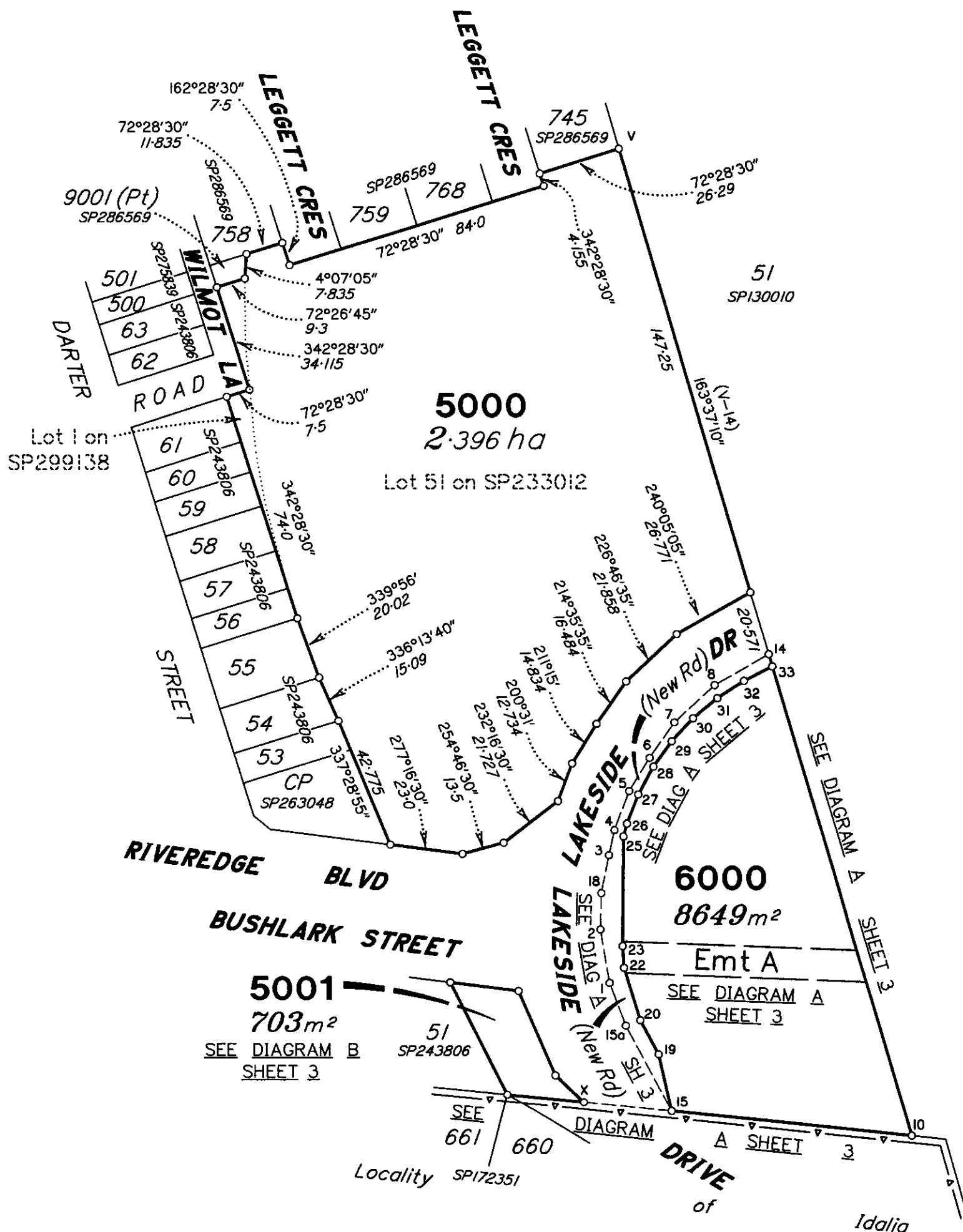
Land Title Act 1994; Land Act 1994
Form 21 Version 4

SURVEY PLAN

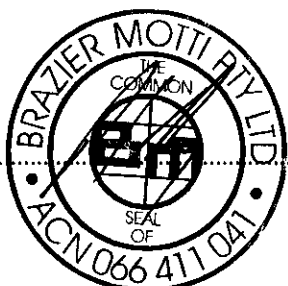
Sheet
1 of
3

For Traverse Tabulation See Sheet 3

Area of New Road
LAKE SIDE DRIVE
(14-33-32-31-30-29-28-27-26-25-
24-23-22-21-20-19-15-15a-1-2-
18-3-4-5-6-7-8-14) **696m²**



BRAZIER MOTTI PTY LTD (ACN 066 411 041) hereby certify that the corporation, by Peter John MURPHY, Cadastral Surveyor, has made this plan under Section 16 of the Survey and Mapping Infrastructure Regulation 2014 and pursuant to the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the plan is accurate, and compiled from DP295398 in the Department of Natural Resources, Mines and Energy.



Director

Date 18/11/18

0m 0	75m 50mm	150m 100mm	225m 150mm	State copyright reserved.
Plan of Lots 5000, 5001 and 6000 and Easement A in Lot 6000				Scale: 1:1500
Cancelling Lot 6000 on SP286569				Format: STANDARD
LOCAL TOWNSVILLE CITY GOVERNMENT: COUNCIL		LOCALITY: 00N00NBA		 SP302846
Meridian: MGA (Zone 55) vide DP295398		Survey Records: No		

WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.

Sheet
2
of
3

718714865

\$674.00
27/04/2018 12:13

BE 400 NT

5. Lodged by

**MINISTER FOR ECONOMIC
DEVELOPMENT QUEENSLAND**
1 William Street, Brisbane
Ph: (07) 3452 7880
edq@edsdmip.qld.gov.au

039A.

(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

I/We **MINISTER FOR ECONOMIC DEVELOPMENT
QUEENSLAND BY ITS AUTHORISED DELEGATE**

LAVINIA DACK
EXECUTIVE DIRECTOR REGIONAL DEVELOPMENTS

(Names in full)

* as Registered Owners of this land agree to this plan and dedicate the Public Use
Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

~~* as Lessees of this land agree to this plan.~~

L. Dack

Signature of *Registered Owners *Lessees

LAVINIA DACK
EXECUTIVE DIRECTOR REGIONAL DEVELOPMENTS

* Rule out whichever is inapplicable

2. Planning Body Approval.

* **MINISTER FOR ECONOMIC DEVELOPMENT QUEENSLAND**

hereby approves this plan in accordance with the :

%

ECONOMIC DEVELOPMENT ACT 2012

Dated this **17** day of **April 2018**

MINISTER FOR ECONOMIC DEVELOPMENT QUEENSLAND
BY ITS AUTHORISED DELEGATE

beatriz gómez

* Insert the name of the Planning Body.

Insert designation of signatory or delegation

% Insert applicable approving legislation.

3. Plans with Community Management Statement :

CMS Number :

Name :

4. References :

Dept File :

Local Govt :

Surveyor : 29060/217-13 STJ
29060_644A 04/18

6. Existing

Title Reference	Description	New Lots	Road	Secondary Interests
51122989	Lot 6000 on SP286569	5000, 5001 & 6000	New Rd	Emt A

Created

5000

Lot 51
on SP233012
and Lot 1
on SP299138

5001 & 6000

Lot 51
on SP233012

Lots

Orig

7. Orig Grant Allocation :

8. Passed & Endorsed :

By : **BRAZIER MOTTI PTY LTD**

Date : **13/4/18**

Signed : *[Signature]*

Designation : **Liaison Officer**

9. Building Format Plans only.

I certify that :

* As far as it is practical to determine, no part
of the building shown on this plan encroaches
onto adjoining lots or road.
* Part of the building shown on this plan
encroaches onto adjoining * lots and road

Cadastral Surveyor/Director* Date
* delete words not required

10. Lodgement Fees :

Survey Deposit	\$
Lodgement	\$
..... New Titles	\$
Photocopy	\$
Postage	\$
TOTAL	\$

11. Insert
Plan
Number

SP302846

TRAVERSES ETC

LINE	BEARING	DISTANCE
1-2	350°17'20"	17.277
2-18	1°15'20"	11.53
3-4	12°27'15"	8.196
4-5	20°31'	13.278
5-6	31°15'	12.371
6-7	34°35'35"	13.766
7-8	46°46'35"	17.391
8-14	60°05'05"	19.624
15-X	275°50'35"	27.941
15-15a	332°11'20"	31.109
15a-1	339°24'25"	14.652
18-3	11°20'20"	12.241

LAKE SIDE

LAKE SIDE

DRIVE

(New Road)

(New Road)

DRIVE

6000

SEE SHEET 1

Lot 51 on SP233012

Easement A 749m²

DIAGRAM A
Scale 1:500

5001

SEE SHEET 1

DIAGRAM B
Scale 1:500

N

State copyright reserved.

Insert Plan Number SP302846

0m 25m 50m 75m 100m 150m

QUEENSLAND TITLES REGISTRY

EASEMENT

FORM 9 Version 4

Duties Act 2002 Page 1 of 6



718714888

\$181.00

27/04/2018 12:17

BE 601

the Department's website.

1. **Grantor**
MINISTER FOR ECONOMIC DEVELOPMENT
QUEENSLAND

Lodger (Name, address, E-mail & phone number)
Economic Development Queensland
Level 14, 1 William Street,
Brisbane QLD 4000
Ph: 3452 7880
Email: edq@dilgp.qld.gov.au

Lodger Code
039A

2. **Description of Easement/Lot on Plan**
Servient Tenement (burdened land)
EASEMENT A IN LOT 6000 ON SP302846
*Dominant Tenement (benefited land)

Title Reference

TO ISSUE

From 51122989

not applicable if easement in gross

EASEMENT IN GROSS

3. **Interest being burdened**
FEE SIMPLE

#4. **Interest being benefited**
NOT APPLICABLE

not applicable if easement in gross

5. **Grantee** Given names

Surname/Company name and number
TOWNSVILLE CITY COUNCIL
ABN 44 741 992 072

(include tenancy if more than one)

6. **Consideration**
\$1.00

7. **Purpose of easement**
SEWERAGE

8. **Grant/Execution**

The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of:- *the attached schedule; *~~the attached schedule and document~~
no. _____; *document no. _____

* delete if not applicable

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

Minister for Economic Development Queensland
by its authorised delegate, Lavinia Dack,
Executive Director, Regional Developments

[Signature] signature

KALON CRAIG HARDING full name

C. Dec 86442 qualification

Witnessing Officer

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

26 04 2018
Execution Date

[Signature]

Grantor's Signature

[Signature] signature

Nicholas Grant Hay full name

Solicitor qualification

Witnessing Officer

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

23 104 2018
Execution Date

[Signature]
Adele Young
Chief Executive Officer
Townsville City Council

Grantee's Signature

Title Reference 54422909

1. Definitions and Interpretation

1.1 The following definitions and those on the Form 9 apply unless the context requires otherwise.

"Act" means the *Land Act 1994 as amended from time to time*.

"Easement" means this easement including the schedules to it and any later amendments or variations made by the parties in writing.

"Fixture or Object" means a fixture or object of whatever nature including but not limited to buildings, structures, watering systems, gazebos, sheds, trees, bores etc installed or planted by the Grantor on the Servient Tenement.

"Grantee" means the person or entity described at Item 5 of the Form 9 or any party rightfully claiming, an estate or interest in the Land through the Grantee.

"Grantor" means the person or entity described at Item 1 of the Form 9 their successors, administrators and assigns and any person rightfully claiming or claiming through or under a trust from the Grantor, an estate or interest in the Land.

"Infrastructure" means those facilities, services and equipment and includes, without limitation, any pipes, conduits, fittings, pumps or other hardware above or below ground used in connection with the Permitted Purpose.

"Permitted Purpose" means the full and free right and liberty for the Grantee to use the servient tenement for the purpose of a system of sewers, the passage of sewage and the support of associated sewage infrastructure.

"Minister" means the Minister administering the Act.

"Trustee" means the Grantee stated in Item 5 of the Form 9. Where the context permits the definition also includes all of the Trustee's officers, employees, agents, contractors, consultants and invitees.

"Vehicles" means any laden or unladen vehicle and mobile equipment or item of plant or machinery of any description.

"Works" means inspecting, replacing, cleansing, amending, enlarging, repairing and removing Infrastructure associated with the Permitted Purpose and includes digging into, sinking shafts on, erecting scaffolding on and opening and breaking up the soil of the Servient Tenement, or any part or parts of the servient tenement including the subsurface.

"Workmen" means agents, employees, invitees and contractors of the Grantee including but not limited to council officers, engineers, surveyors and labourers.

1.2 In the interpretation of this Easement, unless the context otherwise requires:

- a) Headings are for convenience only and do not affect interpretation.
- b) The singular includes the plural and vice versa.
- c) A person includes an individual and a corporation and any reference to gender includes any other gender.
- d) A reference to any party to this Easement includes its successors and assigns.
- e) A reference to a right or obligation of any party comprising two or more people confers that right, or imposes that obligation, on each of them individually and both (or all) of them together.
- f) A reference to legislation includes an amendment to or substitution for it and any regulation or statutory instrument issued under it.
- g) Unless stated otherwise, one word or provision does not limit the effect of another.
- h) Reference to the whole includes part.
- i) All obligations are taken to be required to be performed properly and punctually.

1.3 This Easement is governed by Queensland Law.

Title Reference ~~64422000~~

2. Grant of Easement

2.1 The Grantor hereby grants and transfers to the Grantee the full and free right and liberty to use the Servient Tenement for:-

- a) the Permitted Purpose and any other purpose properly and reasonably connected with the Permitted Purpose;
- b) the construction, use and maintenance of any Infrastructure on, over or under the Servient Tenement connected with the Permitted Purpose.
- c) the right of support from adjoining land for the Permitted Purpose and Infrastructure; and
- d) full free and uninterrupted access to the Easement from the surface of the Servient Tenement for the Permitted Purpose and any Works associated there with.

2.2 For the purposes of clause 2.1 (d) the Works shall be conducted in the following manner:-

- a) the Grantee shall give the Grantor twenty-four (24) hours' written notice of the Grantee's intention to conduct Works or in the case of any emergency without such notice;
- b) except in cases of emergency the Grantee shall access the Servient Tenement at reasonable times.

2.3 For the purposes of clause 2.1 (d) the Grantee's right to access includes a right to enter the Servient Tenement:-

- a) with or without Workmen;
- b) with or without Vehicles;
- c) to bring onto or remove materials, tools and other articles;
- d) to do such works incidental to the Permitted Purpose as the Grantee in its absolute discretion thinks fit; and
- e) to prevent other persons, including the Grantor, from entering the Servient Tenement whilst Works are being carried out or whilst Vehicles, materials, tools, Infrastructure and other things to be used in completing the Works are on the Servient Tenement.

3. Damage

3.1 In effecting any Works associated with the Permitted Purpose the Grantee will cause as little damage as possible to the Servient Tenement.

3.2 The Grantee is NOT required to make good or compensate the Grantor for damage sustained by the Grantor unless that damage is sustained by reason of an act or omission on the part of the Grantee in exercising the rights arising pursuant to this Easement.

4. Conditions of Grant

4.1 The grant of Easement is subject to the following:-

- a) any Infrastructure installed in or placed upon the said Servient Tenement shall remain the property and responsibility of the Grantee.
- b) it shall be the duty of the Grantee to reinstate to the reasonable satisfaction of the Grantor all fences and paved surfaces where the same have been damaged by the Grantee in the exercise and performance of any of its rights and liberties granted herein save for any such surfaces laid down after the date of this easement.
- c) for the purpose of gaining access to the Servient Tenement the Grantee shall be entitled to pull down or break open any fencing on or adjacent to the said Servient Tenement.

4.2 Notwithstanding any other term of this Easement the Grantee is not required to reinstate any Fixture or Object erected or grown on the Servient Tenement by the Grantor if the Grantee has not consented to the Fixture or Object being placed on the Servient Tenement.

4.3 Upon termination of this Easement, the Grantee will, at its own cost and expense, remove all of the Grantee's above ground assets from the easement area and shall remove any other assets of the Grantee below the ground that may cause contamination or environmental harm to the land as defined by the *Environmental Protection Act 1994* or similar legislation.

Title Reference ~~64422989~~

5. Grantor's warranty

- 5.1 The Grantor warrants that it has the full capacity to enter into this Easement.
- 5.2 The Grantor warrants that it will not knowingly or negligently deal or interfere with the Infrastructure in any way or allow any other person entering the property other than the Grantee to access the Infrastructure.
- 5.3 The Grantee is hereby granted the right to quiet enjoyment of its rights arising pursuant to this Easement and further that the benefit of this Easement is received and taken without interruption or disturbance by the Grantor and free and discharged from or otherwise by the Grantor sufficiently indemnified against all such estates, encumbrances, claims or demands as either before or after the date hereof have been or shall be made occasioned or suffered by the Grantor.

6. Use of the Servient Tenement

- 6.1 The Grantor covenants with the Grantee that it will refrain from any action likely to jeopardise or prejudicially affect the safety or reliable working of the Infrastructure Installed in or placed upon the Servient Tenement and that it will at all times after notice given by the Grantee in accordance with clause 2.2, and in an emergency without notice, refrain from using Servient Tenement in a manner likely to obstruct or unreasonably hinder access thereto by the Grantee.
- 6.2 The Grantor may place or erect on the Servient Tenement a Fixture or Object only with the prior consent in writing of the Grantee. In considering any such proposal for consent, the Grantee may either:-
- a) consent to the proposal;
 - b) reasonably refuse to consent to the proposal; or
 - c) consent to the proposal subject to such reasonable conditions as the Grantee may require.

7. Indemnity

- 7.1 In this clause 'Claim' includes an action suit, proceeding, claim, demand, cost, loss, damage or expense and 'the parties' means the Minister, the State of Queensland, the Grantor and the Trustee.
- 7.2 The Grantee indemnifies and agrees to keep indemnified the parties against any Claim arising out of or in any way connected with this Easement from the date of grant or commencement of the Easement, the easement area or any activity on the easement area (all referred to as "the indemnified acts or omissions") save to the extent that the Claim arises as a result of any negligent act or omission of the parties, however, any negligent act or omission of one of the parties does not negate the indemnity of the other parties. The Grantee releases and discharges the parties from any Claim relating to the identified acts or omissions.

8. Surrender of Easement

- 8.1 The parties agree that the Easement can only be varied, amended or surrendered if it is in writing and signed by the Grantee save for where the Grantee has breached a term or condition of the Easement and such breach cannot be remedied and the Grantor has a right to terminate the Easement pursuant to clause 12.6.

9. Notices

- 9.1 Any notice or other communication given by a party in connection with this Easement is deemed to have been duly given when made in writing and signed by the party or, in the case of a corporation, by any authorised officer of the party and sent by prepaid post or facsimile to:-
- a) the last known residential or business address of the other party (in the case of an individual); or
 - b) the registered office or last known business address of the other party (in the case of a corporation).
- 9.2 Any notice or other communication sent by post shall be deemed to have been received at the expiration of two (2) business days after the date of posting.
- 9.3 Any notice or other communication sent by facsimile shall be deemed to have been received upon production by the sending party's facsimile machine of a transmission report indicating the facsimile has been successfully sent.

Title Reference ~~54422000~~

10. Dispute Resolution

- 10.1 Any dispute which arises between the Grantor and the Grantee to this Easement may be determined by a solicitor of the Supreme Court of Queensland appointed by the President at the relevant time of the Queensland Law Society Incorporated at the request of the Grantor or the Grantee.
- 10.2 The solicitor shall act as an expert not as an arbitrator and the solicitor's determination is final and binding on both parties.
- 10.3 The costs of the solicitor's determination shall be borne equally by the Grantor and the Grantee.
- 10.4 This method of determination of any dispute is without prejudice to the right of any party to have the dispute judicially determined by a Queensland Court of competent jurisdiction.

11. Public Liability

- 11.1 The Grantee must effect a public liability insurance policy with an insurer authorised under the *Insurance Act 1973* (Commonwealth) or, in any other case, to the satisfaction of the Minister administering the *Land Act 1994*, naming the Grantee as the insured covering legal liability for any loss of or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the leased land or any improvements thereon and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof. Such policy must:
- (a) be for an amount of not less than twenty million dollars (\$20,000,000.00) in respect of all claims arising out of a single event or such higher amounts as the Minister may reasonably require;
 - (b) be effected on a "claims occurring" basis so that any claim made by the Grantee under the policy after the expiration of the period of policy cover but relating to an event occurring during the currency of the policy will be covered by the policy subject to the claim meeting the policy's other terms and conditions;
 - (c) be effected on such other reasonable terms and conditions as may be required by the Minister; and
 - (d) be maintained at all times during the currency of the easement.
- 11.2 The Grantee must, as soon as practicable, inform the Minister and Trustee, in writing, of the occurrence of any event that the Grantee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister and Trustee are kept fully informed of subsequent actions and developments concerning the claim.
- 11.3 The Grantee must renew such policy, at the Grantee's expense, each year during the currency of this easement and forward a certificate of currency to the Trustee within 14 days of the commencement of each respective renewal period.
- 11.4 Upon receipt of a Notice of Cancellation, the Grantee must immediately effect another public liability policy in accordance with the provisions of this condition.
- 11.5 Clause (1) of this condition will be satisfied if the Grantee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund.

12. General Provisions

- 12.1 No variation, modification or waiver of any provision of this Easement will be of any effect unless it is in writing signed by the parties. Any variation, modification or waiver will be effective only to the extent to or for which it may be made or given.
- 12.2 Tree clearing, in the event the Grantee requires the removal of any trees from the easement or for carrying out works associated with the purposes of the easement it is the responsibility of the Grantee to obtain any and all necessary approvals for such works in accordance with all relevant vegetation management and planning legislation.
- 12.3 No failure, delay, relaxation or indulgences by any party in exercising any legal, equitable, contractual, statutory or other right, power, authority, benefit, privilege, remedy, discretion or cause of action conferred on that party by this Easement will operate as a waiver of it, nor will any single or partial exercise nor any single failure to do so preclude any other or future exercise under this Easement.
- 12.4 The Grantor and Grantee must do all things and sign all deeds and other documents, which may be reasonably required by the other party so as to carry out and give effect to the terms and intentions of this Easement.

Title Reference ~~64422005~~

- 12.5 Unless otherwise agreed by the parties the Grantee will bear all costs associated with the production of a survey plan of this Easement, stamping and registration thereof.
- 12.6 The Grantee appoints the Grantor to act as the Grantee's attorney and authorises the Grantor to execute all such documents and perform such acts as on the Grantee's behalf as are necessary to procure the registration of the surrender of this Easement. The Grantor must not use its power pursuant to this clause unless the Grantee has breached a term a term or condition of this Easement and the Grantor is entitled to end the Easement.
- 12.7 This Easement is entered into in accordance with the provisions of section 24KA of the Native Title Act 1993 (Cth). In accordance with section 24KA of the Native Title Act 1993 (Cth), the non-extinguishment principle applies.

Title Reference []

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: Form 20 Schedule to Easement

Name of authorised person or solicitor: Clinton Hanney, Director Legal, EDQ

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): Clinton Hanney, Director Legal, EDQ

Item/s being altered or corrected: Form 20 Schedule to Easement

Details of alteration or minor correction:

1. Page numbering of Form 20 Schedule amended (2 of 6) and (3 of 6) as incorrectly noted; and
2. Title reference crossed out on each page of Form 20 Schedule of Easement as incorrectly noted (title reference to be issued)

Party represented (where signed by solicitor): Minister for Economic Development Queensland



.....
Authorised person's or Solicitor's Signature

Name of authorised person or solicitor:

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):

Item/s being altered or corrected:

Details of alteration or minor correction:

Party represented (where signed by solicitor):

.....
Authorised person's or Solicitor's Signature



Department of Environment and Science (DES)
ABN 46 640 294 485
400 George St Brisbane, Queensland 4000
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.des.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

GlobalX
410 Ann Street
Brisbane QLD 4000

Transaction ID: 50646899 EMR Site Id: 188076 04 December 2020
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 6000 Plan: SP302846
286 LAKESIDE DR
OONOONBA

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

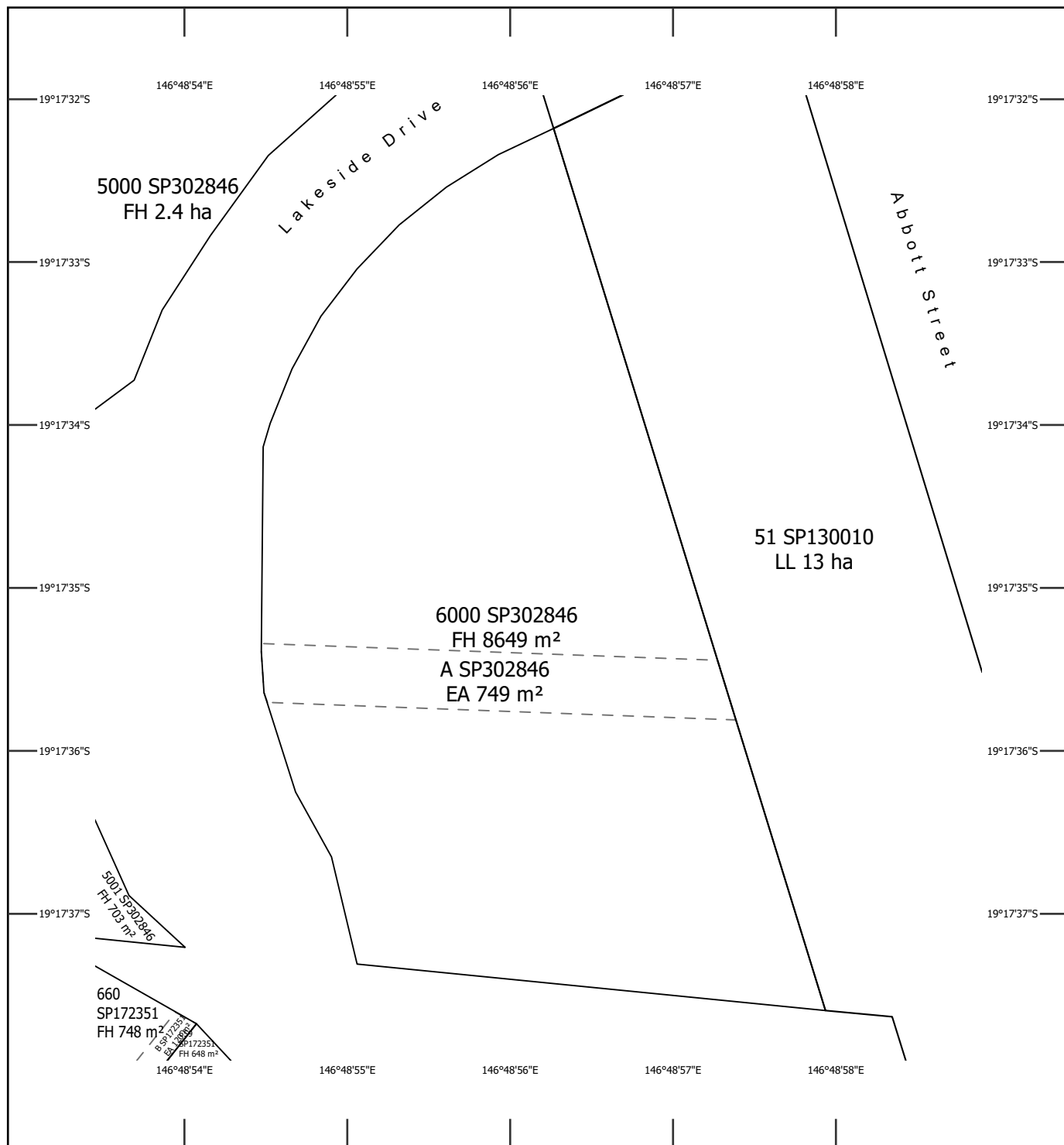
ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DES has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DES has not been notified

If you have any queries in relation to this search please phone 13QGOV (13 74 68)

Administering Authority



STANDARD MAP NUMBER

8259-24134

0 18 36 54 72 90 Meters

Datum: GDA2020 ZONE: 55

Scale: 1:1,000

SmartMap

Based upon an extraction from the Queensland Spatial Cadastral Framework

SUBJECT PARCEL DESCRIPTION

CLIENT SERVICE STANDARDS

QSCF

PRINTED 09/06/2026

Lot/Plan 6000SP302846
Area/Volume 8649.0
Tenure Freehold
Local Government Townsville City
Locality Oonoonba, Townsville City
Unique ID 50427748

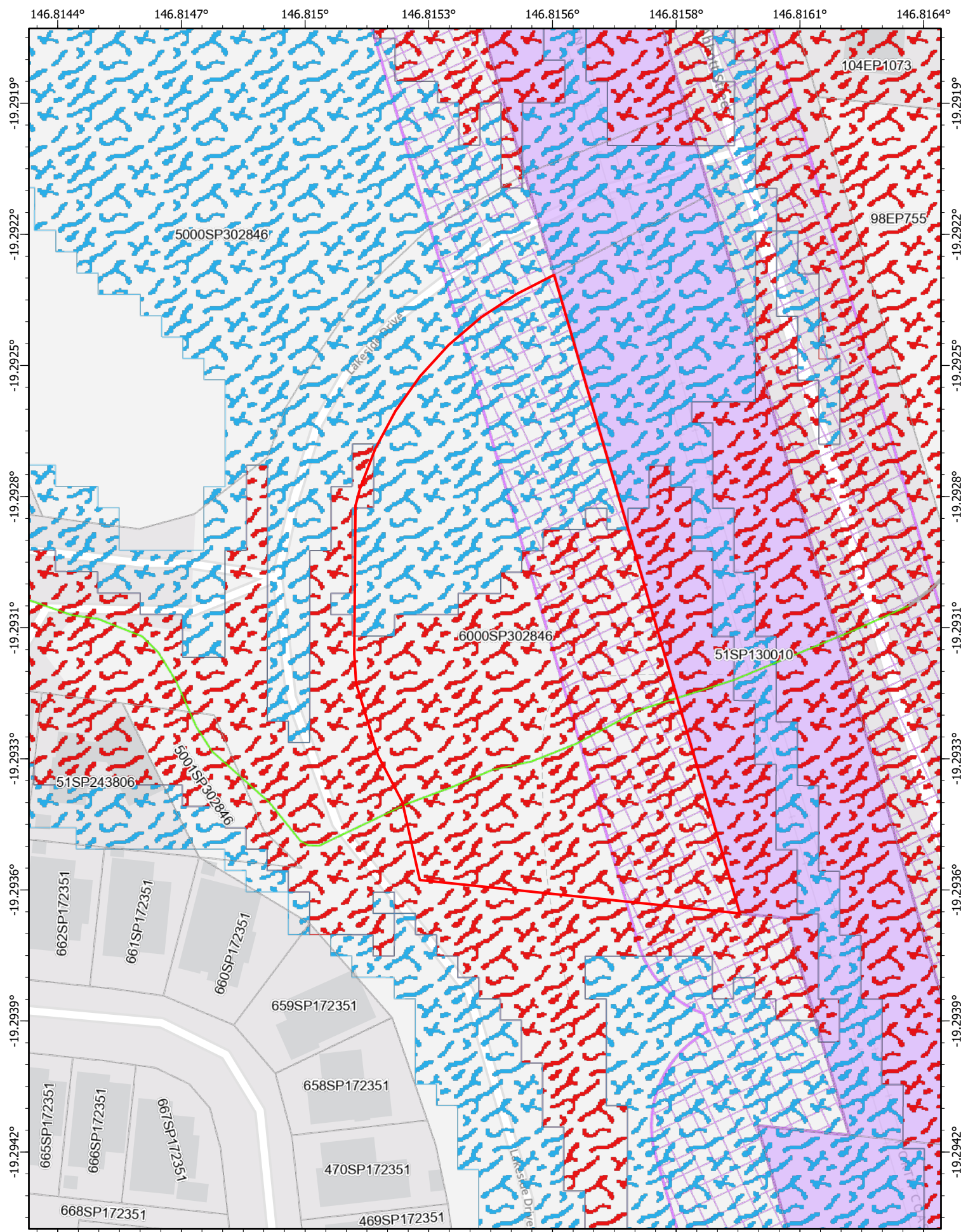
QSCF: 09/06/2026 (Lots with an area less than 10,000 ha are not shown)

Users of the information recorded in this document (the Information) accept all responsibility and risk associated with the use of the Information and should seek independent professional advice in relation to dealings with property.

Despite Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development best efforts, NRMRRD makes no representations or warranties in relation to the Information, and, to the extent permitted by law, exclude or limit all warranties relating to correctness, accuracy, reliability, completeness or currency and all liability for any direct, indirect and consequential costs, losses, damages and expenses incurred in any way (including but not limited to that arising from negligence) in connection with any use of or reliance on the Information.



© State of Queensland (Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development) 2026



Date: 09/06/2026

DA Mapping System - Export Map

Disclaimer This map has been generated from the information supplied to the Queensland Government for the purposes of the Development Assessment Mapping System. Note that this is a print screen only. The map generated has been prepared with due care based on the best available information at the time of publication. The State of Queensland holds no responsibility for any errors, inconsistencies or omissions within this document. Any decisions made by other parties based on this document are solely the responsibility of those parties. This information is supplied subject to the full terms and conditions available on the department's website.



Scale: 1:1,200

0 10 20
Metres

Queensland
Government

© The State of Queensland 2026.



Queensland
Government

 Cadastre

Queensland waterways for
waterway barrier works

Risk of impact

 Low

 Major (tidal)

 Coastal area - medium
storm tide inundation
area

 Coastal area - high
storm tide inundation
area

 Area within 25m of a
railway corridor

 Railway corridor

DA Mapping System - Export Map

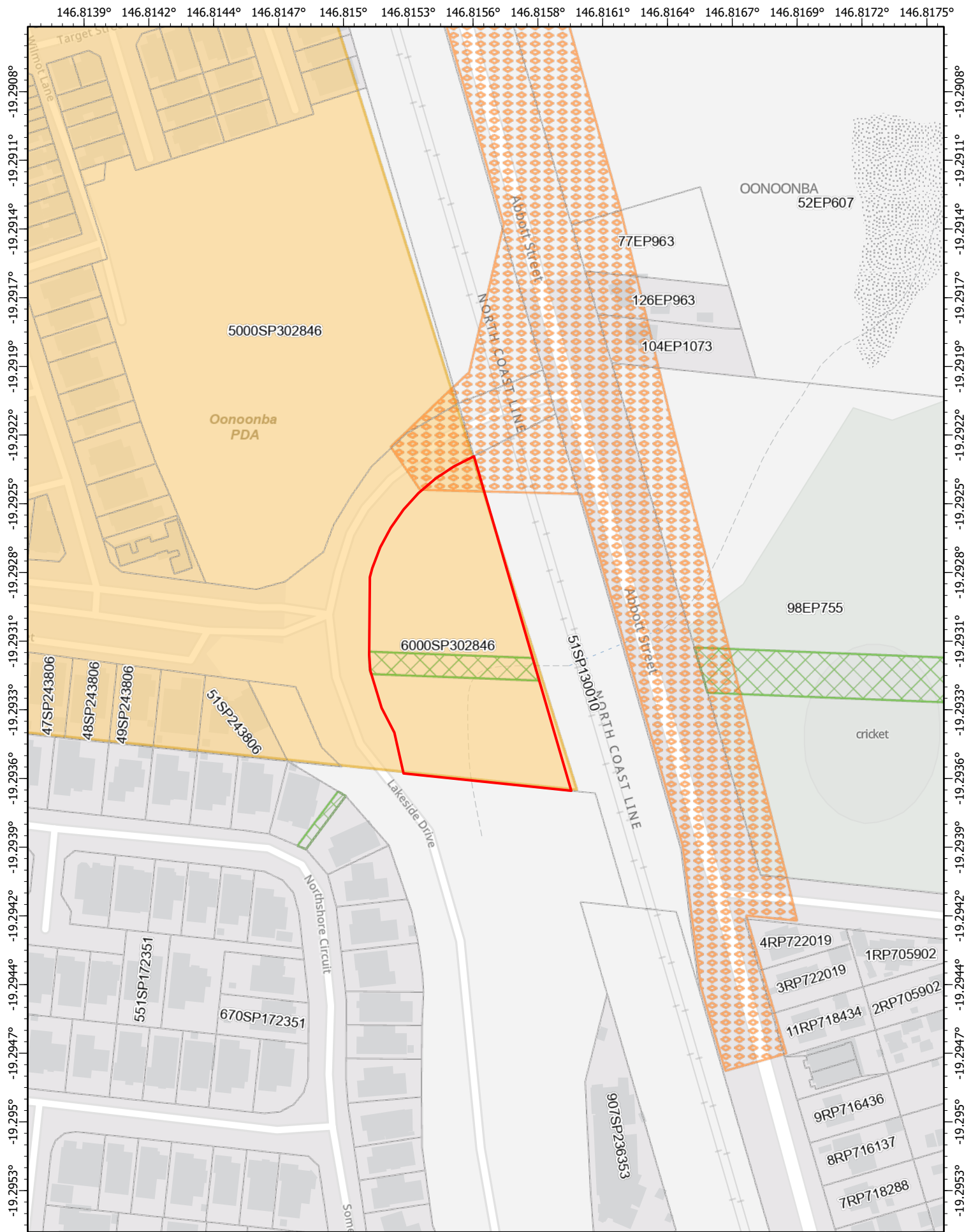
Disclaimer This map has been generated from the information supplied to the Queensland Government for the purposes of the Development Assessment Mapping System. Note that this is a print screen only . The map generated has been prepared with due care based on the best available information at the time of publication. The State of Queensland holds no responsibility for any errors, inconsistencies or omissions within this document. Any decisions made by other parties based on this document are solely the responsibility of those parties. This information is supplied subject to the full terms and conditions available on the department's website.

Date: 09/06/2026

Queensland
Government

© The State of Queensland 2026.





DA Mapping System - Export Map

Date: 09/06/2026

Disclaimer This map has been generated from the information supplied to the Queensland Government for the purposes of the Development Assessment Mapping System. Note that this is a print screen only. The map generated has been prepared with due care based on the best available information at the time of publication. The State of Queensland holds no responsibility for any errors, inconsistencies or omissions within this document. Any decisions made by other parties based on this document are solely the responsibility of those parties. This information is supplied subject to the full terms and conditions available on the department's website.



Scale: 1:2,300

0 25 50
Metres

Queensland
Government

© The State of Queensland 2026.



Queensland
Government

- Cadastre
- Planned upgrade for
State-controlled road
- Easements
- Priority development area
- Assessment Manager
- Assessment Manager
EDQ

DA Mapping System - Export Map

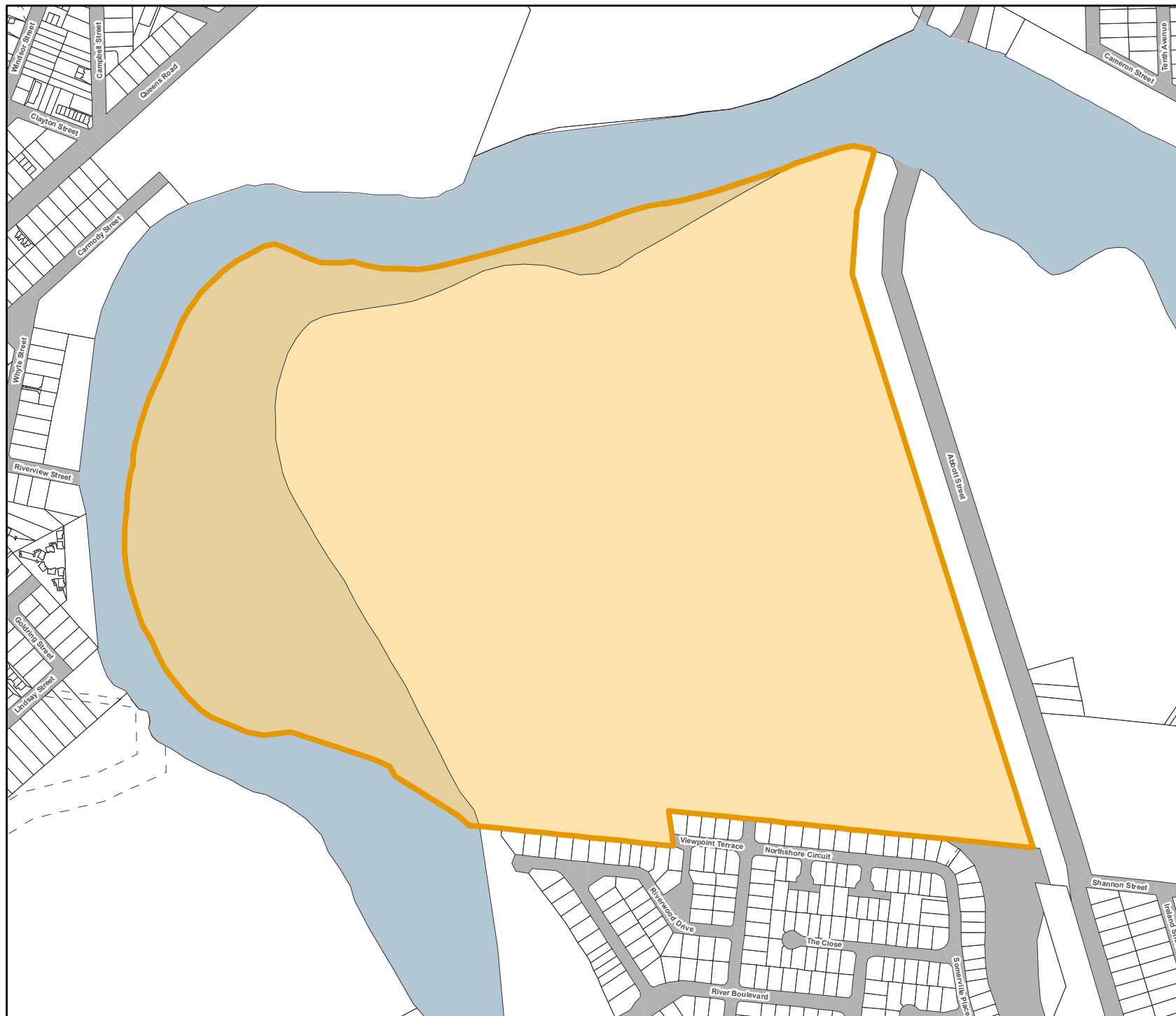
Disclaimer This map has been generated from the information supplied to the Queensland Government for the purposes of the Development Assessment Mapping System. Note that this is a print screen only . The map generated has been prepared with due care based on the best available information at the time of publication. The State of Queensland holds no responsibility for any errors, inconsistencies or omissions within this document. Any decisions made by other parties based on this document are solely the responsibility of those parties. This information is supplied subject to the full terms and conditions available on the department's website.

Date: 09/06/2026

Queensland
Government

© The State of Queensland 2026.





Map No: UDA 6 - Oonoonba Urban Development Area

Declared by Regulation on: 23/04/2010

Key

 Oonoonba PDA

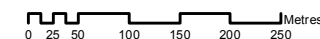
Cadastre

 Parcel Boundaries

 Easements

 Road Dedications

 Waterbody



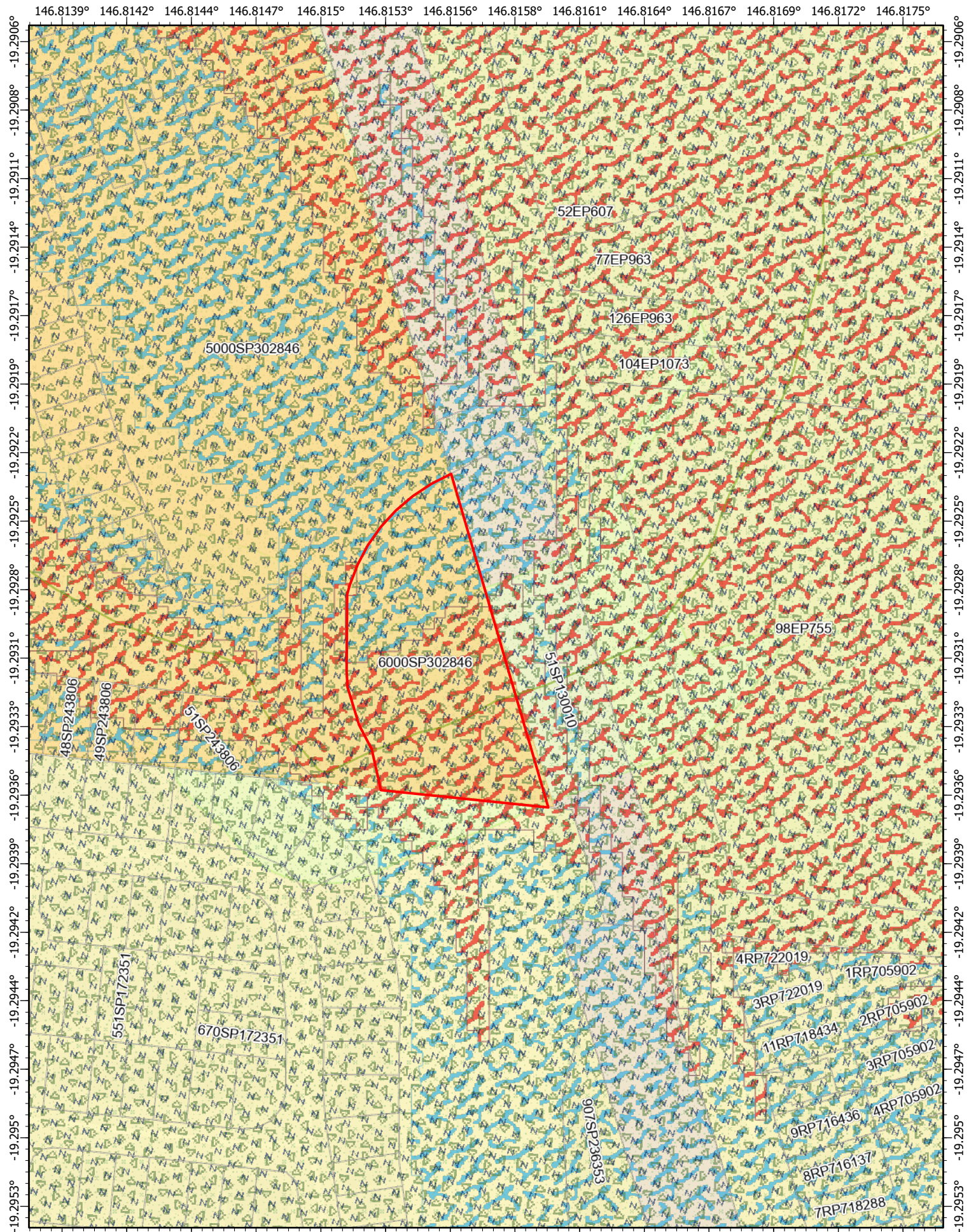
Source: Department of Natural Resource Management
and Mines: Digital Cadastre Database: 2010.

Map generated by Spatial Services Branch of the Department
of State Development, Infrastructure and Planning, 12/01/2015

While every care is taken to ensure the accuracy of this product the Department of State Development, Infrastructure and Planning and the Department of Natural Resources and Mines make no representations or warranties about the accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs you may incur as a result of the product being inaccurate or incomplete in any way or for any reason.



**Queensland
Government**



State Planning Policy IMS - Export Map

Making or amending a local planning instrument and designing land for local infrastructure

Disclaimer This map has been prepared with due care based on the best available information at the time of publication. However, the State of Queensland (acting through the department) makes no representations, either express or implied, that the map is free from errors, inconsistencies or omissions. Reliance on information contained in this map is the sole responsibility of the user. The State disclaims responsibility for any loss, damage or inconvenience caused as a result of reliance on information or data contained in this map.



Scale: 1:2,300

0 25 50
Metres

Queensland
Government

© The State of Queensland 2026.



Queensland
Government

Date: 09/06/2026

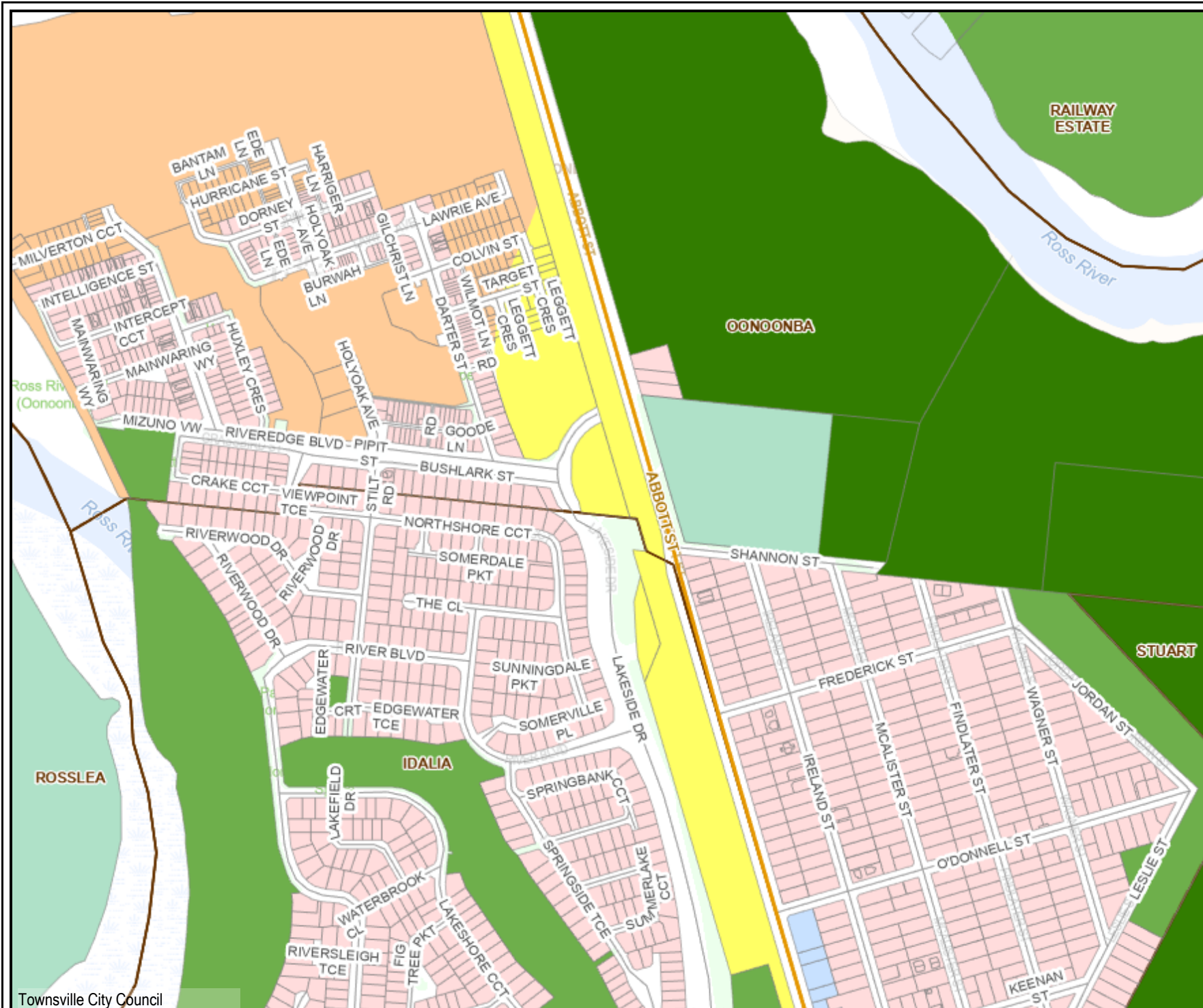
-  Cadastre
- Wildlife hazard buffer zone
- Radius (Metres)
 -  8km
- Aviation facility
 -  Building restricted area - Area of interest
 - MSES - Regulated vegetation (intersecting a watercourse)
 -  High storm tide inundation area
 -  Medium storm tide inundation area
 -  Priority development area
 - Flood hazard area - Level 1 - Queensland floodplain assessment overlay
 -  Flood hazard area - local government flood mapping area
 -  MSES - Regulated vegetation (category R)
 -  Railway corridor
 -  Height restriction zone 90m
 -  Agricultural land classification - class A and B

State Planning Policy IMS - Export Map

Making or amending a local planning instrument and designing land for local infrastructure

Disclaimer This map has been prepared with due care based on the best available information at the time of publication. However, the State of Queensland (acting through the department) makes no representations, either express or implied, that the map is free from errors, inconsistencies or omissions. Reliance on information contained in this map is the sole responsibility of the user. The State disclaims responsibility for any loss, damage or inconvenience caused as a result of reliance on information or data contained in this map.

Date: 09/06/2026



Map Title

Legend

EXT_CORE

CORE - Properties



CORE - Road Corridor Centreline

Main Road

Trafficable Road

CORE - Suburbs



EXT_CityPlanningScheme_Current

Zoning

Low density residential

Neighbourhood centre

Sport and recreation

Open space

Community facilities

Environmental management and conservation



0 50 100

m

Scale 1: 8000

DISCLAIMER

The information shown on this map has been produced from the Townsville City Council's digital database. There is no warranty implied or expressed regarding the accuracy or completeness of the data. The data has been compiled for information and convenience only, and it is the responsibility of the user to verify all information before placing reliance on it. For accurate service locations please contact the Customer Service Centre on 13 48 10. This is not a legal document and is published for information and convenience only. The Townsville City Council takes no responsibility for any errors or omissions herein or for any acts that may occur due to its use.

