DELIVERING FOR QUEENSLAND | Queensland Government

Economic Development Queensland

Our ref: OUT26/4457

25 September 2026

Minister for Economic Development Queensland
GPO Box 2202
Brisbane QLD 4001

To whom it may concern

Owner's Consent to the making of Development Applications under the *Economic Development Act 2012*
19 River Road, Bundamba QLD 4304, properly described as Lot 1 on SP354857

I, Heather Browne, Executive Director of Housing Supply ad Delivery, Economic Development Queensland as authorised delegate for the Minister for Economic Development Queensland (MEDQ), hereby provide owner's consent to the making of development applications by AR Developments, or their authorised agents, to Economic Development Queensland, Development Services, under the *Economic Development Act 2012* over the MEDQ owned land described above (the Land). The development applications primarily relate to residential development of the Land and associated infrastructure.

Yours sincerely

Heather Browne
Executive Director- Housing Supply and Delivery

1 William Street Brisbane
GPO Box 2202 Brisbane
Queensland 4001 Australia
Telephone +61 7 3452 7880
Email contact@edq.qld.gov.au
Website www.edq.qld.gov.au
ABN 76 590 288 697

Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	**51385645**	**Search Date:**	21/04/2026 15:57
Date Title Created:	13/06/2025	**Request No:**	55855874
Previous Title:	50686333, 50686334		

ESTATE AND LAND

Estate in Fee Simple

LOT 1 SURVEY PLAN 354857
Local Government: IPSWICH

REGISTERED OWNER

Dealing No: 724252181 06/08/2025

MINISTER FOR ECONOMIC DEVELOPMENT QUEENSLAND

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 40054968 (Lot 503 on SP 199008)
Deed of Grant No. 40054969 (Lot 53 on SP 199008)

2. EASEMENT IN GROSS No 723472306 19/08/2024 at 14:27
burdening the land
IPSWICH CITY COUNCIL
over
EASEMENTS A AND B ON SP343367

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 [2026]
Requested by: D-ENQ INFOTRACK PTY LIMITED

723472306
EL 600 $231.98
19/08/2024 14:27:09

ISTRY
Act 1994
Dealing Number

EASEMENT

FORM 9 Version 4
Page 1 of 5

Client No: 105037 *Duty Imprint* *Duties Act 2001*
Transaction No: 328-723-385
Duty Paid $ 0.00 ☐ Exempt
UTI $ 0.00
Date: 12 / 8 / 24 Signed: Eloane

Privacy Statement
Collection of this information is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

1. Grantor	Lodger (Name, address, E-mail & phone number)	Lodger Code
THE STATE OF QUEENSLAND (REPRESENTED BY DEPARTMENT OF EMPLOYMENT, SMALL BUSINESS AND TRAINING)	Clinton Mohr Lawyers 622 Wickham Street Fortitude Valley QLD 4006 contact@clintonmohrlawyers.com (07 3227 1500)	BE 2787

2. Description of Easement/Lot on Plan	Title Reference
Servient Tenement (burdened land)	
EASEMENT A on SP343367 in LOT 53 on SP199008	50686334
EASEMENT B on SP343367 in LOT 503 on SP199008	50686333
*Dominant Tenement (benefited land)	
Not applicable	
* not applicable if easement in gross	

3. Interest being burdened	4. * Interest being benefited
Fee simple	Not applicable * not applicable if easement in gross

5. Grantee	Given names	Surname/Company name and number	(include tenancy if more than one)
		Ipswich City Council	

6. Consideration	7. Purpose of easement
$1.00	Drainage

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.

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

Signed for and on behalf of the State of Queensland (Represented by Department of Employment, Small Business and Training).

signature
Hayden Anthony Taylor full name
JP (Qual) qualification
Witnessing Officer

23/04/2024
Execution Date

Grantor's Signature
Marc Levy
Executive Director

signature
KATE LEE GRAY full name
JP/QUAL qualification
Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

28/05/2024
Execution Date

Grantee's Signature
~~*Mayor/*Authorised Councillor~~
~~*Chief Executive Officer~~/*Delegated Officer
for **IPSWICH CITY COUNCIL**
Greg Potter
MANAGER, DEVELOPMENT PLANNING

Title Reference [50686334 & 50686333]

Schedule referred to in item 8 of the attached Form 9 Easement.

Grantor: The State of Queensland (Represented By Department of Employment, Small Business and Training)

Grantee: Ipswich City Council

1. INTERPRETATION

1.1 In this easement:

"Burdened Land" means the servient tenement (burdened land) identified in item 2 of the Form 9, and includes a separate reference to each separately identifiable part of that land.

"Easement Purpose" means if the purpose (or one of the purposes) specified in item 7 of the Form 9 is:
(a) "Drainage" – the drainage, passing or conveying of water (including stormwater) from, to, under, through or across the Burdened Land through pipes, channels, overland flow or by any other means;
(b) "Water Supply" – the supply, passing, conveying, transmission or reticulation of water to, under, through or across the Burdened Land through mains, pipes or by any other means;
(c) "Sewerage" – the passing or conveying of sewage and waste from, to, under, through or across the Burdened Land by any means.

"Form 9" means the form 9 under the *Land Title Act 1994* and *Land Act 1994* to which this schedule is attached.

"Grantee" means the grantee named in item 5 of the Form 9 and also includes any person to which the rights or interest under this easement of the grantee are transferred, or pass by operation of law, from time to time.

"Grantor" means the grantor named in item 1 of the Form 9 and also includes any person who is a registered owner of the Burdened Land, or who has an estate or interest in the Burdened Land, from time to time.

"Infrastructure" means if the purpose (or one of the purposes) specified in item 7 of the Form 9 is:
(a) "Drainage" – any plant, equipment or things for draining, passing, conveying or regulating or directing the passage or flow of water or for other drainage purposes;
(b) "Water Supply" – any plant, equipment or things for supplying, passing, conveying, transmitting or reticulating water and also anything else that forms part of a "distribution system" as defined by the *Water Supply (Safety and Reliability) Act 2008*;
(c) "Sewerage" – any plant, equipment or things for passing or conveying sewage or waste and also anything else that forms part of a "sewerage system" as defined by the *Plumbing and Drainage Act 2002*,
and in each of those cases also includes pipes, drains, surface manholes, vents, marker posts, plates and any plant, equipment or fittings connected with or appurtenant to any of those things or the things listed in paragraph (a), (b) or (c) of this definition.

"Local Government Act" means the same thing as in the *Local Government Act 2009*.

1.2 If the Grantor or the Grantee consists of two or more persons at any time:
(a) a reference in this easement to that party is to be read as a reference to each of those persons individually, and each combination of them jointly; and
(b) those persons are bound and benefited by this easement both individually and in each combination of them jointly.

1.3 A reference in this easement to a person includes a reference to a body corporate, a local government and every other kind of legal person.

1.4 A reference in this easement to a provision or definition contained in a specific Act is taken:
(a) to refer to that provision or definition as amended, relocated, reenacted or consolidated from time to time; and
(b) after the repeal of the provision or definition – to continue to refer to that provision or definition as it stood just before its repeal and to also refer to any replacement provision or definition which most closely deals

with the same or the most closely similar subject matter either in the same Act as the original provision or definition or, if that Act is repealed, in some other Act which replaced the repealed Act or deals with the same or most closely similar subject matter to the repealed Act; and

(c) in any case – to import any other legislative provisions (such as the definitions of other terms defined in the Act which are used in the provision or definition referred to or taken to be referred to in this easement, and the provisions of any relevant Acts Interpretation Act as they apply in the interpretation of that provision or definition) which are relevant in the interpretation of the provision or definition referred to or taken to be referred to in this easement in the same way as those legislative provisions are imported in the interpretation of the provision or definition.

1.5 The headings in this easement are for reference purposes only and are not to be used in interpreting this easement.

2. GRANT

2.1 The Grantor grants to the Grantee an easement over the Burdened Land for the purposes of:

(a) the Easement Purpose; and
(b) the installation, maintenance and removal of Infrastructure on, in or under the Burdened Land; and
(c) the Grantee undertaking or engaging in any other service, facility or activity which is directly or indirectly referable or related to the Easement Purpose or which the Grantee has authority to undertake or engage in under a Local Government Act; and
(d) the exercise by the Grantee of the other rights given to the Grantee by this easement.

2.2 The Grantee's rights and powers under this easement in relation to the Burdened Land are not exclusive to the Grantee. However, the Grantor must not grant any rights to any person in relation to the Burdened Land if the granting of those other rights could conflict or interfere with any of the Grantee's rights and powers under this easement.

3. RIGHTS AND OBLIGATIONS OF GRANTEE

3.1 The Grantee may:

(a) install, repair, remove, replace, clean, clear and alter any Infrastructure on, in or under the Burdened Land from time to time (and, for this purpose, break open the surface of the Burdened Land and dig into the surface of the Burdened Land); and
(b) inspect or survey the Burdened Land from time to time; and
(c) undertake mowing, slashing and vegetation control or removal on the Burdened Land from time to time; and
(d) enter the Burdened Land for the purpose of doing or getting ready to do any of those things; and
(e) enter and traverse any land owned or occupied by the Grantor for the purpose of going to or from the Burdened Land; and
(f) pull down or break open any fencing on or adjacent to the Burdened Land in order to enter it (but only after giving reasonable prior notice to the Grantor if any livestock are contained within the fenced area); and
(g) take anything onto the Burdened Land (and any other land owned or occupied by the Grantor) when entering it and use and operate what has been taken onto the Burdened Land; and
(h) stockpile on the Burdened Land any Infrastructure or items for or relating to the installation or removal of Infrastructure by the Grantee before or during the installation or after the removal of any Infrastructure by the Grantee; and
(i) stockpile on the Burdened Land any soil or matter dug up on or from under the Burdened Land by the Grantee for a reasonable period; and
(j) temporarily restrict access to the Burdened Land or parts of it, by whatever means the Grantee thinks fit including fencing off the Burdened Land or parts of it, and doing other things to provide for the security of Infrastructure of the Grantee, items referred to in paragraph (h) or soil referred to in paragraph (i); and
(k) run and pass water, sewerage, fluids, substances of any description, electric current, electric transmissions, electronic signals and electronic transmissions to, from, through or about the Burdened Land or any Infrastructure installed by the Grantee on the Burdened Land; and
(l) do anything the Grantee reasonably requires to do in connection with or in order to exercise any of the powers listed above or to enjoy the benefit of this easement for the purposes specified in subclause 2.1.

3.2 If in exercising its rights and powers under this easement the Grantee digs up any soil or matter from or from under the Burdened Land:
(a) the soil or matter becomes the property of the Grantee; and
(b) the Grantee has no obligation to compensate the Grantor; and
(c) the Grantee must either stockpile the soil or matter as permitted by paragraph 3.1(i) or remove it from the Burdened Land at the Grantee's own expense.

3.3 The Grantee does not need to exercise its rights and powers under this easement personally. It may authorise other people to exercise those rights and powers.

3.4 In exercising its rights and powers under this easement, the Grantee must:
(a) ensure that any work it does on the Burdened Land is done properly; and
(b) use reasonable endeavours to cause as little inconvenience as is reasonably practicable to the Grantor; and
(c) restore the Burdened Land as nearly as is reasonably practicable to its former condition if the Burdened Land is damaged by the Grantee (other than in a manner authorised by this easement).

3.5 If the Grantee permanently removes any Infrastructure that had been installed on, in or under the Burdened Land by the Grantee under this easement, the Grantee must restore the Burdened Land as nearly as is reasonably practicable to its former condition before the installation of the Infrastructure.

3.6 If the Grantor breaches this easement, the Grantee may do anything the Grantee thinks is reasonably necessary to correct the breach (such as removing a structure erected on the Burdened Land in breach of this easement).

4. RIGHTS AND OBLIGATIONS OF GRANTOR

4.1 The Grantor must:
(a) not erect any building, structure, pipeline, road, fence, driveway or paving on the Burdened Land without the consent of the Grantee; and
(b) maintain and repair, and not change, any building, structure, pipeline, road, fence, driveway or paving on the Burdened Land (other than removing one erected on the Burdened Land in breach of this easement); and
(c) not alter the ground level of the Burdened Land or change its topography; and
(d) not plant trees on the Burdened Land; and
(e) not crop, dig or plough the Burdened Land; and
(f) exercise reasonable care to ensure that any Infrastructure installed on the Burdened Land by the Grantee from time to time is not damaged; and
(g) not trespass on any Infrastructure installed on the Burdened Land by the Grantee from time to time; and
(h) not cause a nuisance that adversely affects the Grantee's rights and powers under this easement or any Infrastructure installed on the Burdened Land by the Grantee from time to time; and
(i) promptly abate any such nuisance; and
(j) use the Grantor's best endeavours to prevent anyone else doing any of the things that the Grantor is required not to do under this easement and not allow anyone else to do any of those things.

4.2 The Grantor is taken to have the consent of the Grantee to do a thing that would otherwise be in breach of paragraph 4.1(a) or 4.1(b) if:
(a) a development approval which is current under the *Sustainable Planning Act 2009* and which attaches to the Burdened Land authorises the Grantor to do that thing; and
(b) the development approval was given by the Grantee as assessment manager under the *Sustainable Planning Act 2009*; and
(c) the Grantor does that thing in accordance with the development approval.

4.3 The Grantor is responsible for the acts and omissions of anyone claiming through the Grantor (like tenants, licensees and mortgagees). An act or omission of any of those people is treated for the purposes of this easement as if it was an act or omission of the Grantor personally.

4.4 The Grantor must indemnify and release the Grantee from any claim, action, loss, expense, proceeding or liability by the Grantor or anyone else arising from:

(a) the use or occupation of the Burdened Land; or
(b) any act or omission of any person on or affecting the Burdened Land or in any way relating to the Burdened Land or the Infrastructure on it from time to time; or
(c) a breach by the Grantor of this easement; or
(d) the Grantor's negligence,

except to the extent that the claim, action, loss, expense, proceeding or liability is a direct result of:

(e) a breach by the Grantee of this easement; or
(f) the Grantee's negligence.

4.5 The Grantee is under no liability, under section 85B(2) of the *Land Title Act 1994* or section 366(2) of the *Land Act 1994* or otherwise, to contribute towards the cost of keeping the Burdened Land in a condition appropriate for enjoyment of this easement.

4.6 The operation of section 85B(2) of the *Land Title Act 1994* or section 366(2) of the *Land Act 1994* to this easement is expressly excluded.

5. OTHER MATTERS

5.1 The Grantor promises the Grantee that the Grantor has full power to grant this easement and the rights and powers intended to be conferred by it.

5.2 All Infrastructure and other things brought onto or installed on the Burdened Land by the Grantee from time to time will, as between the Grantor and the Grantee, remain the property of the Grantee.

5.3 If the Grantee pulls down or breaks open any fencing under this easement:
(a) the Grantee may either repair the fencing it has pulled down or broken open or install a gate in place of that fencing to at least a standard reasonably equivalent to that of the fencing before it was pulled down or broken open;
(b) the owner of the fencing that was pulled down or broken open will become the owner of the repaired fencing or gate; and
(c) that owner must maintain the repaired fencing or gate.

5.4 The Grantor must do all things reasonably required by the Grantee from time to time in order to:
(a) stamp or register this easement; and
(b) make sure that the Grantee is given all the rights and powers intended to be conferred by this easement.

5.5 If the Burdened Land is subject to a registered mortgage at the time of the granting or registration of this easement, the Grantor must at the Grantor's own expense:
(a) procure the written consent of the mortgagee to this easement (in a form registrable under the *Land Title Act 1994* if the Burdened Land is freehold or the *Land Act 1994* otherwise); and
(b) give the consent to the Grantee; and
(c) satisfy any conditions on which the mortgagee grants the consent.

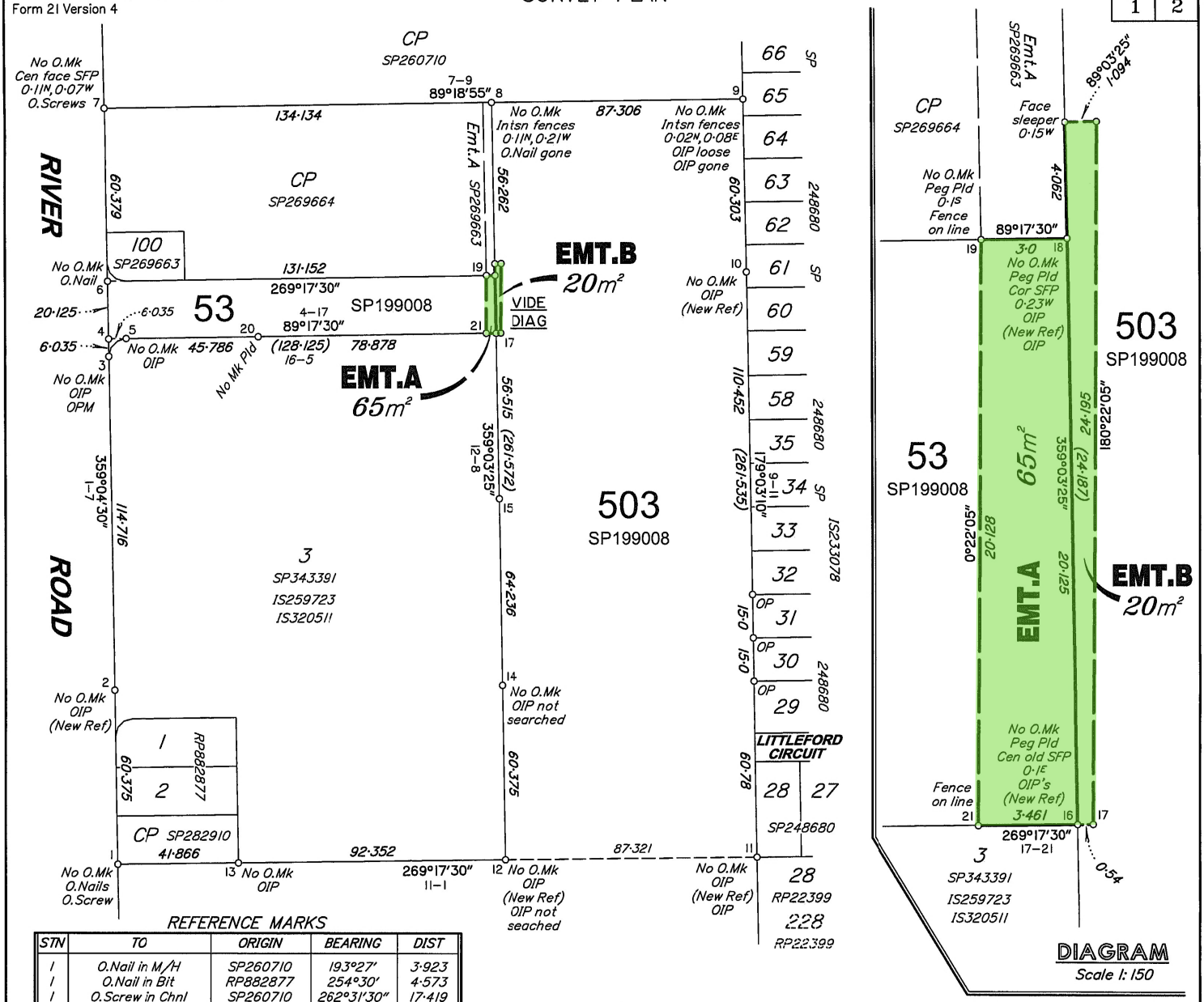
5.6 If the Burdened Land is subject to a registered lease or caveat at the time of the granting or registration of this easement, the Grantor must at the Grantor's own expense:
(a) procure the written consent of the lessee or caveator to this easement (in a form registrable under the *Land Title Act 1994* if the Burdened Land is freehold or the *Land Act 1994* otherwise); and
(b) give the consent to the Grantee; and
(c) satisfy any conditions on which the lessee or caveator grants the consent.

5.7 If the Burdened Land is subject to an unregistered lease at the time of the granting or registration of this easement, the Grantor promises the Grantee that:
(a) the Grantor has the power to grant this easement without obtaining the consent of the lessee to this easement; or
(b) the Grantor will comply with subclause 5.6 as if the lease was a registered lease.

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

SURVEY PLAN

Sheet 1 of 2



REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST	
1	O.Nail in M/H	SP260710	193°27'	3·923	
1	O.Nail in Bit	RP882877	254°30'	4·573	
1	O.Screw in Chnl	SP260710	262°31'30"	17·419	
2	OIP	IS259723	252°16'15"	1·692	New Ref
2	Screw in Conc		263°11'40"	17·894	
3	OIP	SP199008	352°40'	1·05	
3	Screw in Conc		204°14'30"	41·696	
5	OIP	SP199008	269°33'30"	1·072	
6	Screw in Conc		261°11'50"	2·957	
6	O.Nail in Kb	SP269663	233°24'	20·204	
7	O.Screw in Conc	SP260710	273°45'10"	18·772	
7	O.Screw in Conc	SP260710	301°22'10"	21·101	
8	O.Nail gone	SP269663	269°19'	1·313	
9	OIP loose	SP199008	188°55'	0·88	
9	OIP gone	SP260710	273°53'10"	29·9	
10	OIP	SP260710	235°54'40"	34·602	New Ref
11	OIP	RP88386	322°08'20"	1·327	New Ref
11	OIP	SP260710	333°09'55"	88·947	
12	OIP	RP882877	179°33'	0·919	New Ref
12	OIP not searched	SP260710	263°21'05"	19·021	
13	OIP	RP882877	235°02'30"	2·215	
14	OIP not searched	RP882877	272°27'25"	0·855	
14	Pin		150°13'30"	5·981	
15	Pin		89°03'25"	16·378	
16	OIP	IS259723	0°05'	0·77	New Ref
16	OIP	RP105803	43°16'05"	1·116	New Ref
16	Pin		84°37'40"	15·883	
18	OIP	SP269663	180°32'	0·8	New Ref
18	OIP	SP199008	134°22'55"	1·143	
19	Screw in Conc		283°04'50"	7·702	
20	Pin		359°17'30"	3·376	

Peg placed at all new corners, unless otherwise stated.

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO	TYPE
3-OPM	SP269663	182°23'45"	39·118	60059	

0m 75m 150m 225m

State copyright reserved.

BRISBANE SURVEY GROUP PTY LTD (ACN 606 643 430) hereby certify that the land comprised in this plan was surveyed by the corporation, by Ian John GRAY, Cadastral Surveyor for whose work the corporation accepts responsibility and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 21/06/2023.

Director Date 05/07/2023

Plan of Easement A in Lot 53 on SP199008 & Easement B in Lot 503 (Restricted) on SP199008

LOCAL GOVERNMENT: *IPSWICH CITY COUNCIL*

LOCALITY: *BUNDAMBA*

Meridian: *SP260710*

Survey Records: *No*

Scale: *1:1500*

Format: STANDARD

SP343367

DRAWN - Stanfield's

LS230422

21026

Land Title Act 1994; Land Act 1994
Form 21B Version 2

723472305
EL 403 $532.26
19/08/2024 14:27:09 (Dealing No.)

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

4. Lodged by

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

1. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
50686333	Lot 503 on SP199008	———	———	Emt.B
50686334	Lot 53 on SP199008	———	———	Emt.A

Reinstatement Report

- *This plan follows the reinstatement on SP260710 within measurement tolerances.*
- *Stn's 1,3,5,6,7,9,11,13 & 18 are fixed by original reference marks*
- *Stn 2 fixed by distance from Stn 1*
- *Stn 10 fixed by distance from Stn 9 as per SP260710*
- *Stn 12 fixed by distance from Stn 1 as per SP260710*

6. 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

7. Lodgement Fees :

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

Lots	Orig

2. Orig Grant Allocation :

3. References :
Dept File :
Local Govt :
Surveyor : 21026

5. Passed & Endorsed :
By : Brisbane Survey Group Pty Ltd
Date : 05/07/2023
Signed :
Designation : CADASTRAL SURVEYOR

8. Insert Plan Number **SP343367**

DRAWN - Stanfield's LS230422 21026

Department of Environment, Science and Innovation (DESI)
ABN 46 640 294 485
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.des.qld.gov.au

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

InfoTrack PTY LTD
PO Box 10314, Adelaide Street
Brisbane QLD 4001

Transaction ID: 51002678 EMR Site Id: 07 April 2025
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 53 Plan: SP199008
35 RIVER RD
BUNDAMBA

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

If you have any queries in relation to this search please email emr.clr.registry@des.qld.gov.au

Administering Authority