

MAR 2026



**BNC
PLANNING**

DEVELOPMENT APPLICATION

PLANNING ACT 2016

DEVELOPMENT PERMIT

MATERIAL CHANGE OF USE

at

Lot 148 (244) Pavia Drive NOME QLD 4816 (Cleveland Palms)

RPD: Lease Lot FK on SP102512 over Lot 1 on RP745347

for

Dwelling House





PLANNING REPORT

DEVELOPMENT APPLICATION FOR A DEVELOPMENT PERMIT
PLANNING ACT 2016

IMPACT ASSESSABLE MATERIAL CHANGE OF USE

LOT 148 PAVIA DRIVE, NOME QLD 4816 (CLEVELAND PALMS Estate)
being
LEASE LOT FK ON SP102512 OVER LOT 1 ON RP745347
for
DWELLING HOUSE

Report Matrix

APPLICATION SUMMARY	
Applicant:	A & N Growden C/- BNC Planning
Application Type:	Development Application for a Development Permit
Development Type:	Material Change of Use
Category of Development (Level of Assessment):	Impact Assessable
Development Description:	Dwelling House
Assessment Manager:	Townsville City Council
Referral Agencies:	NA
Planning Scheme:	Townsville City Plan 2014
Planning Scheme Definition(s):	Dwelling House
Zoning:	Rural Zone
Precincts/Sub-Precincts:	Grazing Precinct and Mixed Farming Precinct
Overlays:	Bushfire hazard, Coastal environment, Flood hazard, and Natural assets overlay
SITE DESCRIPTION	
Property Address:	Lot 148 Pavia Drive, Nome QLD 4816 (Cleveland Palms Estate)
Real (Legal) Property Description:	Lease Lot FK on SP102512 over Lot 1 on RP745347
Site Area:	800m ²
Landowner:	CPPA Limited
Tenure:	Leasehold
Relevant Encumbrances:	NA
Local Government Area:	Townsville City Council
Road Frontage(s)	Pavia Drive
Existing Use(s)	Vacant Lease Lot

DOCUMENT CONTROL

Prepared by		Client	File Ref.	Report
BNC Planning		A & N Growden	DA013-26	Report No. DA013-26-PR
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CONTENTS

- 1. EXECUTIVE SUMMARY4
- 2. INTRODUCTION5
- 3. SITE AND LOCALITY5
- 4. PROPOSAL SUMMARY6
- 5. STATUTORY ASSESSMENT7
- 5.1 Assessment Benchmarks Pertaining to State Planning Instruments.....7
- 5.2 Assessment Benchmarks Pertaining to Local Planning Instruments.....7
- 5.2.1 Strategic Framework8
- 5.2.2 Rural Zone Code9
- 5.2.3 Development Codes9
- 5.2.4 Overlay Codes10
- 5.3 Public Notification10
- 6. CONCLUSION10

APPENDICIES

- Appendix 1 Development Application Forms
- Appendix 2 Site Details
- Appendix 3 Plan of Development

1. EXECUTIVE SUMMARY

This development application is made in accordance with the provisions of Chapter 3, Part 2 of the *Planning Act 2016* (the Act) and is seeking a development permit for a material change of use to facilitate an Dwelling House. The subject premises is addressed as Lot 148 Pavia Drive, Nome QLD 4816 (Cleveland Palms Estate) more particularly described as Lease Lot FK on SP102512 over Lot 1 on RP745347. The premises is within the Rural Zone under the Townsville City Plan 2014 (the planning scheme) and is currently vacant land.

For the purpose of this development application *BNC Planning* act on behalf of the applicant *A & N Growden*.

Following a detailed assessment of the proposal against the applicable assessment benchmarks it has been determined that the development proposal is consistent with all applicable codes and policies. The development application therefore warrants approval in accordance with rules of impact assessment as established under the Act, subject to the imposition of reasonable and relevant conditions and any referral agency responses. A summary of the development application is provided below:

Table 1.0: Development application summary

APPLICATION SUMMARY	
Applicant:	A & N Growden C/- BNC Planning
Application Type:	Development Application for a Development Permit
Development Type:	Material Change of Use
Category of Development (Level of Assessment):	Assessable Development – Impact Assessable
Development Description:	Dwelling House
Assessment Manager:	Townsville City Council
Referral Agencies:	NA
CATEGORISING INSTRUMENTS	
Planning Scheme:	Townsville City Plan 2014
Planning Scheme Defined Use(s):	Dwelling House
Zoning:	Rural Zone
Precincts/Sub-Precincts:	Grazing Precinct and Mixed Farming Precinct
Local Areas:	NA
Overlays:	Bushfire hazard, Coastal environment, Flood hazard, and Natural assets overlay
SITE DESCRIPTION	
Property Address:	Lot 148 Pavia Drive, Nome QLD 4816 (Cleveland Palms Estate)
Real (Legal) Property Description:	Lease Lot FK on SP102512 over Lot 1 on RP745347
Site Area:	800m ²
Landowner:	CPPA LIMITED
Tenure:	Leasehold
Relevant Encumbrances:	NA
Local Government Area:	Townsville City Council

2. INTRODUCTION

BNC Planning Pty Ltd has been commissioned by A & N Growden (the Applicant) to prepare this town planning assessment report to support a development application which seeks Townsville City Council (Council) approval for a Material Change of Use for a Dwelling House. The land subject of this development application is addressed as Lot 148 Pavia Drive, Nome QLD 4816 (Lease Lot FK on SP102512 over Lot 1 on RP745347 at Cleveland Palms Estate).

This report addresses the merits of the development with regard to the provisions of the Townsville City Plan 2014 (the Planning scheme) and relevant sections of the *Planning Act 2016* (the Act) and Planning Regulation 2017 (the Regulation). This report is to be read in conjunction with the maps, plans, drawings, and other supporting information accompanying this development application.

The assessment of the application is to be undertaken in accordance with Section 45(5) of the Act and Sections 30 and 31 of the Regulation. This report provides the Applicant's assessment of the proposed development against these provisions.

3. SITE AND LOCALITY

The subject premises is a Leasehold land holding addressed as Lot 148 Pavia Drive, Nome QLD 4816 (Cleveland Palms Estate) more particularly described as Lease Lot FK on SP102512 over Lot 1 on RP745347. The premises is within the Rural Zone and the Grazing precinct and Mixed Farming precinct under the planning scheme. As part of the Cleveland Palms Private Estate, the lease lot is positioned within a leasehold estate consisting of a larger low density residential style community. The immediate locality is made up of detached dwelling houses.

Any pertinent existing approvals or current applications which may affect the assessment of the proposal are identified in the table below:

APPLICATION REF.	DECISION AND DATE	ASSESSMENT MANAGER
NA	NA	NA

The following table describes the key characteristics of the site:

Table 2.0: Site characteristics

SITE AND LOCALITY DESCRIPTION	
Property Address:	Lot 148 Pavia Drive, Nome QLD 4816 (Cleveland Palms Estate)
Real (Legal) Property Description:	Lease Lot FK on SP102512 over Lot 1 on RP745347
Site Area:	800m ²
Landowner:	CPPA Limited
Tenure:	Leasehold
Relevant Encumbrances:	NA
Local Government Area:	Townsville City Council
Zoning:	Rural zone
Precincts/Sub-Precincts:	Grazing Precinct and Mixed Farming Precinct
Local areas:	NA
Existing Use(s):	Vacant
Road Frontage:	Pavia Drive
Significant Site Features:	The site is vacant of built form.
Topography:	The site is generally flat and clear of vegetation.
Surrounding Land Uses:	Residential

4. PROPOSAL SUMMARY

The applicant is proposing to develop a new dwelling house on the vacant subject site. As a leasehold lot, the site forms part of a larger parent lot of the residential Cleveland Palms estate that consists predominately of detached dwelling houses. There is an inherent lack of clarity in terms of the overriding framework governing use rights within the Estate, however it is taken that any new dwelling that does not objectively meet the design requirements outlined in the lease document, which has a head of power under the overarching re-zoning approval, automatically defaults to the underlying planning scheme provisions, where the new dwelling house is seen as an additional dwelling on the parent lot (Lot 1 on RP745347) and triggers impact assessment.

The attached Plans of Development include in **Appendix 3** outline the general site layout.



Image 1: Site Aerial – Approximate Location

The Planning Scheme provides the following definition for the activities proposed:

Dwelling House – A residential use of premises for one household that contains a single dwelling. The use includes outbuildings and works normally associated with a dwelling and may include a secondary dwelling.

The following table describes the key characteristics of the proposed development:

Table 3.0: Proposal summary

ELEMENT	PROPOSED
Use rights:	NA (vacant site)
Building height/ storeys:	1 Storey
Boundary Setbacks:	8m from Pavia Drive private road, and 2m from western side boundary
Site cover:	17.4%
Gross floor area:	99.2m ²

5. STATUTORY ASSESSMENT

The proposed Dwelling House use is identified as *impact assessable* in the material change of use table of assessment for the Rural Zone. There are no other components of the planning scheme or *Planning Regulation 2016* which effect the level of assessment for the proposal. The development application is therefore subject to an unbound assessment against the planning scheme as a whole, as well as any applicable State Assessment benchmarks.

The development application does not trigger referral agency assessment.

5.1 Assessment Benchmarks Pertaining to State Planning Instruments

Matters Prescribed by Regulation

There are no relevant assessment benchmarks prescribed by Regulation which are relevant to the assessment of this development application.

State Planning Policy

Townsville City Plan 2014 confirms in section 2.1 *State planning policy* that it has ministerial approval as having adequately integrated the *State Planning Policy July 2014* into the planning scheme. There are no stand-alone components of the State planning policy which are relevant to the assessment of this development application.

Regional Plan

There are no stand-alone components of the North Queensland Regional Plan which are relevant to the assessment of this development application.

State Development Assessment Provisions

Under Schedule 10 of the *Planning Regulation 2017*, the development application does not trigger referral agency involvement.

5.2 Assessment Benchmarks Pertaining to Local Planning Instruments

The applicable planning scheme for the application is the Townsville City Plan 2014 and there are no other identified applicable local planning instruments.

Townsville City Plan 2014

The Planning scheme includes tables of assessment which nominate the categories of development and assessment (levels of assessment) and nominate the assessment benchmarks for assessable development and the requirements for accepted development. The applicable tables of assessment for this development application are:

- Categories of development and assessment – Material change of use; and
- Categories of development and assessment – Overlays.

Local Government Infrastructure Plan

The development will not impact on the delivery of any planned trunk infrastructure in the immediate locality.

Assessment Benchmarks Summary

A summary of the relevant local level assessment benchmarks is provided in the table below:

Local Planning Instruments	
Planning Scheme	The planning scheme as a whole
	Rural Zone code
	Healthy waters code
	Landscape code
	Transport impact, access and parking code
	Works code
	Bushfire hazard overlay code
	Coastal hazard overlay code
	Flood hazard overlay code
	Natural assets overlay code

The development application has been assessed against each of the applicable local level assessment benchmarks and found to be:

- compliant with the purpose and applicable outcomes from the relevant codes; and
- consistent with the strategic framework for the planning scheme.

Any pertinent issues arising from the assessment against the local level assessment benchmarks are addressed below. For clarity, any codes or outcomes not specifically addressed below or in the proposal justification report are considered to be objectively satisfied.

5.2.1 Strategic Framework

The proposed development is consistent with the established land use intent for the Cleveland Palms Estate. The development is for a small, unobtrusive dwelling on a registered 99 year lease lot which is one of the final remaining undeveloped lease lots in the Estate. The dwelling is consistent with the parameters set by the governing lease document, is consistent with other recent dwellings approved and constructed in the area and in no way results in an unacceptable or adverse land use outcome.

The Strategic Intent and the Strategic Framework (the Framework) are a set of high order strategic outcomes and land use strategies which set the overarching policy intent for the lower order, more detailed components of the planning scheme i.e. zones, codes and policies. The Framework is split into 4 themes which cover the main aspects of land use planning and development governance. Given the level the Framework operates at, it is difficult to provide a direct, site specific assessment of the proposal against its many components. However, a proposal that satisfies the lower order components of the planning scheme, i.e. zone codes, development codes, overlay codes, planning scheme policies, etc. inherently satisfies the intent of the Framework.

The tables below demonstrate how the proposal satisfies the most applicable lower order components of the City Plan 2014. This justification demonstrates how the proposal is a good land use outcome for the site and how it has been designed to adequately address any environmental, economic or social impacts. Each Code has been satisfied by addressing each Acceptable Outcome individually. Where the requirements of an Acceptable Outcome were impractical or inappropriate to address, the Performance Outcome was addressed and satisfied. By satisfying the requirements of the Performance Outcomes, the “Purpose” of the code was inherently satisfied, as is the Strategic Framework for the City Plan 2014 as a whole.

5.2.2 Rural Zone Code

Purpose

As a private estate, the use of the parent lot for a low density residential style community has been established for over 20 years. The dwelling is clearly and objectively compatible with the established land use pattern and tenure framework. While the site is within the rural zone, the addition of a single dwelling within the context of the overall estate is negligible and in no way compromises the extent to which development outside of the Estate is able to contribute to the intent, purpose and overall outcomes of the rural zone. In doing so, the proposed development is able to remain consistent with the intent of the Planning Scheme when considered within the context of the historical development approvals which exist over the parent subject site.

Given the extent to which the proposal objectively satisfies the overlay code, a direct assessment against the outcomes is not considered necessary in order to demonstrate compliance.

5.2.3 Development Codes

Healthy waters code, Landscape code, Transport impact, access and parking code & Works code

The development does not involve any complex building or site works, with the new dwelling to take advantage of the infrastructure services put in place to service the Cleveland Palms Estate, including parking facilities, site access, on-site sewer and water supply and power and telecommunications supply. All existing support services will remain fit for purpose and there are no earthworks or changes to stormwater drainage or hydrology systems. Accordingly, the development is able to objectively satisfy the outcomes and purpose of the development codes. This is evident from the detailed plans of development provided in support of this development application. Given the lack of applicability and extent to which the proposal objectively satisfies the codes, a direct assessment against each of the outcomes is not considered necessary in order to demonstrate compliance.

Accordingly, the development is able to objectively satisfy the outcomes and purpose of the development codes. Given the extent to which the proposal objectively satisfies the codes, a direct assessment against each of the outcomes is not considered necessary in order to demonstrate compliance. Formalisation of compliance with the code can be ensured through the imposition of standard conditions of approval including the requirements for the development to occur generally in accordance with the plans of development and the need to maintain the existing standards of servicing for the site i.e. number of car parks, landscaped areas, connection to services, etc.

5.2.4 Overlay Codes

Bushfire hazard overlay code

The outcomes from the overlay code are either not applicable or are objectively satisfied. The site is identified as being within the medium hazard bushfire risk area under the overlay mapping. However, the proposal does not involve any increase in development density as it constitutes the construction of a small dwelling house on a lease lot created and registered to accommodate a dwelling house. Historical clearing in the area has significantly reduced the risk of bushfire hazard despite the overlay mapping. All required on-site fire fighting requirements will be provided with standard conditions of approval able to be imposed to formalise compliance with the overlay code. Given the extent to which the proposal objectively satisfies the overlay code, a direct assessment against the outcomes is not considered necessary in order to demonstrate compliance. Formalisation of compliance with the codes can be ensured through the imposition of standard conditions of approval requiring development to occur in accordance with the plans of development.

Coastal hazard overlay code

The outcomes from the overlay code are either not applicable or are objectively satisfied. The parent lot is identified as containing areas of high hazard storm tide risk area and erosion prone area. However, the site does not contain these areas. As a result, the overlay code is not considered applicable to this application.

Flood hazard overlay code

The outcomes from the overlay code are either not applicable or are objectively satisfied. The site is identified as containing areas of low hazard flood risk area, but is not identified as containing areas within the defined flood level. As a result, the floor levels of all habitable rooms can achieve a minimum of 300mm above the defined flood level with no adverse impact to the flood hazard characteristics of the site. As such, the development is consistent with the applicable components of the overlay code. Given the extent to which the proposal objectively satisfies the overlay code, a direct assessment against the outcomes is not considered necessary in order to demonstrate compliance. Formalisation of compliance with the codes can be ensured through the imposition of standard conditions of approval requiring development to occur in accordance with the plans of development.

Natural assets overlay code

The outcomes from the overlay code are either not applicable or are objectively satisfied. The site is identified as containing areas of very high environmental importance. However, the site, and the larger parent lot, is considerably cleared, and the building of the dwelling will involve no clearing of vegetation, as the site is completely cleared. Furthermore, the adjoining lease lots to the site also contains areas of very high environmental importance and are cleared and developed with dwelling houses. As a result, the environmentally significant values of the parent lot will be retained within areas of present vegetation, protecting the ecological functions and biophysical processes in connections with areas of environmental importance on adjoining lots. As such, the development is consistent with the applicable components of the overlay code. Given the extent to which the proposal objectively satisfies the overlay code, a direct assessment against the outcomes is not considered necessary in order to demonstrate compliance. Formalisation of compliance with the codes can be ensured through the imposition of standard conditions of approval requiring development to occur in accordance with the plans of development.

5.3 Public Notification

The application is impact assessable and will be subject to public notification pursuant to Part 4 of the Development Assessment Rules.

6. CONCLUSION

This development application is made in accordance with the provisions of Chapter 3, Part 2 of the *Planning Act 2016* and is seeking a development permit for a material change of use to facilitate a Dwelling House. The subject premises is addressed as Lot 148 Pavia Drive, Nome QLD 4816 (Cleveland Palms Estate) more particularly described as Lease Lot FK on SP102512 over Lot 1 on RP745347. The premises is within the Rural Zone under the Planning scheme and is a vacant lease lot.

An assessment of the proposal was undertaken against the applicable assessment benchmarks which confirms that it is consistent with the provisions of the applicable planning instruments, specifically the local government planning scheme. Council is therefore required to **approve** the development application pursuant to the rules of impact assessment established under the Act, and issue a development permit subject to the imposition of reasonable and relevant conditions and any referral agency responses.

STATEMENT OF REASONS

Subject to the imposition of reasonable and relevant conditions, the development is able to comply with the relevant assessment benchmarks against which the application was required to be assessed.

Sufficient justification has been provided and satisfactory grounds have been established to conclude that the proposed development remains consistent with the strategic intent and overall outcomes of the planning scheme. In substantive terms, this conclusion is based on the following reasons:

- The development allows the site to better contribute to the achievement of the Strategic Framework.
- The proposed land use outcome directly aligns with the Purpose of the zone code.
- The development outcome reflects community expectation for land use and development as established by the planning scheme and past development decisions.
- The development can be adequately serviced.
- The development will maintain the existing level and standard of servicing provided by the relevant infrastructure networks.
- The site is not identified as being susceptible to any unacceptable or unmanageable natural hazard or infrastructure constraints.
- The development does not increase the susceptibility of people or property to natural hazards or other health risks.
- The proposal addressed an established planning need for the development.
- The proposal does not undermine the planning scheme.
- The proposal does not establish precedence that could result in the future undermining of the planning scheme.

APPENDIX 1

DEVELOPMENT APPLICATION FORMS

DA Form 1 – Development application details

Approved form (version 1.6 effective 2 August 2024) made under section 282 of the Planning Act 2016.

This form **must** be used to make a development application **involving code assessment or impact assessment**, except when applying for development involving only building work.

For a development application involving **building work only**, use *DA Form 2 – Building work details*.

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

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

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

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

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

PART 1 – APPLICANT DETAILS

1) Applicant details

Applicant name(s) (individual or company full name)	A. Growden and N. Growden C/- BNC Planning
Contact name (only applicable for companies)	Sai Santoso-Miller
Postal address (P.O. Box or street address)	PO Box 5493
Suburb	Townsville
State	QLD
Postcode	4810
Country	Australia
Contact number	(07) 4724 1763
Email address (non-mandatory)	da.corro@bncplanning.com.au & ssm@bncplanning.com.au
Mobile number (non-mandatory)	
Fax number (non-mandatory)	
Applicant's reference number(s) (if applicable)	DA013-26

1.1) Home-based business

Personal details to remain private in accordance with section 264(6) of *Planning Act 2016*

2) Owner's consent

2.1) Is written consent of the owner required for this development application?

- Yes – the written consent of the owner(s) is attached to this development application
 No – proceed to 3)

PART 2 – LOCATION DETAILS

3) Location of the premises (complete 3.1) or 3.2), and 3.3) as applicable)

Note: Provide details below and attach a site plan for any or all premises part of the development application. For further information, see DA Forms Guide: Relevant plans.

3.1) Street address and lot on plan

- Street address **AND** lot on plan (all lots must be listed), **or**
 Street address **AND** lot on plan for an adjoining or adjacent property of the premises (appropriate for development in water but adjoining or adjacent to land e.g. jetty, pontoon. All lots must be listed).

a)	Unit No.	Street No.	Street Name and Type	Suburb
		148	Pavia Drive	Nome (Cleveland Palms Estate)
	Postcode	Lot No.	Plan Type and Number (e.g. RP, SP)	Local Government Area(s)
	4816	1 Lease Lot FK	RP745347 SP102512	Townsville City
b)	Unit No.	Street No.	Street Name and Type	Suburb
	Postcode	Lot No.	Plan Type and Number (e.g. RP, SP)	Local Government Area(s)

3.2) Coordinates of premises (appropriate for development in remote areas, over part of a lot or in water not adjoining or adjacent to land e.g. channel dredging in Moreton Bay)

Note: Place each set of coordinates in a separate row.

- Coordinates of premises by longitude and latitude

Longitude(s)	Latitude(s)	Datum	Local Government Area(s) (if applicable)
		<input type="checkbox"/> WGS84 <input type="checkbox"/> GDA94 <input type="checkbox"/> Other: <input type="text"/>	

- Coordinates of premises by easting and northing

Easting(s)	Northing(s)	Zone Ref.	Datum	Local Government Area(s) (if applicable)
		<input type="checkbox"/> 54 <input type="checkbox"/> 55 <input type="checkbox"/> 56	<input type="checkbox"/> WGS84 <input type="checkbox"/> GDA94 <input type="checkbox"/> Other: <input type="text"/>	

3.3) Additional premises

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

4) Identify any of the following that apply to the premises and provide any relevant details

- In or adjacent to a water body or watercourse or in or above an aquifer

Name of water body, watercourse or aquifer:

- On strategic port land under the *Transport Infrastructure Act 1994*

Lot on plan description of strategic port land:

Name of port authority for the lot:

- In a tidal area

Name of local government for the tidal area (if applicable):

Name of port authority for tidal area (if applicable):

<input type="checkbox"/> On airport land under the <i>Airport Assets (Restructuring and Disposal) Act 2008</i>
Name of airport: <input type="text"/>
<input type="checkbox"/> Listed on the Environmental Management Register (EMR) under the <i>Environmental Protection Act 1994</i>
EMR site identification: <input type="text"/>
<input type="checkbox"/> Listed on the Contaminated Land Register (CLR) under the <i>Environmental Protection Act 1994</i>
CLR site identification: <input type="text"/>

5) Are there any existing easements over the premises?

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

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

PART 3 – DEVELOPMENT DETAILS

Section 1 – Aspects of development

6.1) Provide details about the first development aspect

a) What is the type of development? *(tick only one box)*

- Material change of use Reconfiguring a lot Operational work Building work

b) What is the approval type? *(tick only one box)*

- Development permit Preliminary approval Preliminary approval that includes a variation approval

c) What is the level of assessment?

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

d) Provide a brief description of the proposal (e.g. 6 unit apartment building defined as multi-unit dwelling, reconfiguration of 1 lot into 3 lots):

Construction of a new dwelling house

e) Relevant plans

Note: *Relevant plans are required to be submitted for all aspects of this development application. For further information, see [DA Forms guide: Relevant plans](#).*

- Relevant plans of the proposed development are attached to the development application

6.2) Provide details about the second development aspect

a) What is the type of development? *(tick only one box)*

- Material change of use Reconfiguring a lot Operational work Building work

b) What is the approval type? *(tick only one box)*

- Development permit Preliminary approval Preliminary approval that includes a variation approval

c) What is the level of assessment?

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

d) Provide a brief description of the proposal (e.g. 6 unit apartment building defined as multi-unit dwelling, reconfiguration of 1 lot into 3 lots):

e) Relevant plans

Note: *Relevant plans are required to be submitted for all aspects of this development application. For further information, see [DA Forms Guide: Relevant plans](#).*

- Relevant plans of the proposed development are attached to the development application



6.3) Additional aspects of development

- Additional aspects of development are relevant to this development application and the details for these aspects that would be required under Part 3 Section 1 of this form have been attached to this development application
- Not required

6.4) Is the application for State facilitated development?

- Yes - Has a notice of declaration been given by the Minister?
- No

Section 2 – Further development details**7) Does the proposed development application involve any of the following?**

- | | |
|------------------------|---|
| Material change of use | <input checked="" type="checkbox"/> Yes – complete division 1 if assessable against a local planning instrument |
| Reconfiguring a lot | <input type="checkbox"/> Yes – complete division 2 |
| Operational work | <input type="checkbox"/> Yes – complete division 3 |
| Building work | <input type="checkbox"/> Yes – complete <i>DA Form 2 – Building work details</i> |

Division 1 – Material change of use

Note: This division is only required to be completed if any part of the development application involves a material change of use assessable against a local planning instrument.

8.1) Describe the proposed material change of use

Provide a general description of the proposed use	Provide the planning scheme definition (include each definition in a new row)	Number of dwelling units (if applicable)	Gross floor area (m ²) (if applicable)
New house	Dwelling house	1	99.2m ²

8.2) Does the proposed use involve the use of existing buildings on the premises?

- Yes
- No

8.3) Does the proposed development relate to temporary accepted development under the Planning Regulation?

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

Provide a general description of the temporary accepted development	Specify the stated period dates under the Planning Regulation

Division 2 – Reconfiguring a lot

Note: This division is only required to be completed if any part of the development application involves reconfiguring a lot.

9.1) What is the total number of existing lots making up the premises?

--

9.2) What is the nature of the lot reconfiguration? (tick all applicable boxes)

- | | |
|---|--|
| <input type="checkbox"/> Subdivision (complete 10) | <input type="checkbox"/> Dividing land into parts by agreement (complete 11) |
| <input type="checkbox"/> Boundary realignment (complete 12) | <input type="checkbox"/> Creating or changing an easement giving access to a lot from a constructed road (complete 13) |

14.3) What is the monetary value of the proposed operational work? (include GST, materials and labour)

\$

PART 4 – ASSESSMENT MANAGER DETAILS

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

Townsville City Council

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

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

PART 5 – REFERRAL DETAILS

17) Does this development application include any aspects that have any referral requirements?

Note: A development application will require referral if prescribed by the Planning Regulation 2017.

- No, there are no referral requirements relevant to any development aspects identified in this development application – proceed to Part 6

Matters requiring referral to the **Chief Executive of the Planning Act 2016:**

- Clearing native vegetation
- Contaminated land (*unexploded ordnance*)
- Environmentally relevant activities (ERA) (*only if the ERA has not been devolved to a local government*)
- Fisheries – aquaculture
- Fisheries – declared fish habitat area
- Fisheries – marine plants
- Fisheries – waterway barrier works
- Hazardous chemical facilities
- Heritage places – Queensland heritage place (*on or near a Queensland heritage place*)
- Infrastructure-related referrals – designated premises
- Infrastructure-related referrals – state transport infrastructure
- Infrastructure-related referrals – State transport corridor and future State transport corridor
- Infrastructure-related referrals – State-controlled transport tunnels and future state-controlled transport tunnels
- Infrastructure-related referrals – near a state-controlled road intersection
- Koala habitat in SEQ region – interfering with koala habitat in koala habitat areas outside koala priority areas
- Koala habitat in SEQ region – key resource areas
- Ports – Brisbane core port land – near a State transport corridor or future State transport corridor
- Ports – Brisbane core port land – environmentally relevant activity (ERA)
- Ports – Brisbane core port land – tidal works or work in a coastal management district
- Ports – Brisbane core port land – hazardous chemical facility
- Ports – Brisbane core port land – taking or interfering with water
- Ports – Brisbane core port land – referable dams
- Ports – Brisbane core port land – fisheries
- Ports – Land within Port of Brisbane’s port limits (*below high-water mark*)
- SEQ development area
- SEQ regional landscape and rural production area or SEQ rural living area – tourist activity or sport and recreation activity
- SEQ regional landscape and rural production area or SEQ rural living area – community activity
- SEQ regional landscape and rural production area or SEQ rural living area – indoor recreation
- SEQ regional landscape and rural production area or SEQ rural living area – urban activity
- SEQ regional landscape and rural production area or SEQ rural living area – combined use



Queensland
Government

- SEQ northern inter-urban break – tourist activity or sport and recreation activity
- SEQ northern inter-urban break – community activity
- SEQ northern inter-urban break – indoor recreation
- SEQ northern inter-urban break – urban activity
- SEQ northern inter-urban break – combined use
- Tidal works or works in a coastal management district
- Reconfiguring a lot in a coastal management district or for a canal
- Erosion prone area in a coastal management district
- Urban design
- Water-related development – taking or interfering with water
- Water-related development – removing quarry material *(from a watercourse or lake)*
- Water-related development – referable dams
- Water-related development – levees *(category 3 levees only)*
- Wetland protection area

Matters requiring referral to the **local government:**

- Airport land
- Environmentally relevant activities (ERA) *(only if the ERA has been devolved to local government)*
- Heritage places – Local heritage places

Matters requiring referral to the **Chief Executive of the distribution entity or transmission entity:**

- Infrastructure-related referrals – Electricity infrastructure

Matters requiring referral to:

- The **Chief Executive of the holder of the licence**, if not an individual
- The **holder of the licence**, if the holder of the licence is an individual
- Infrastructure-related referrals – Oil and gas infrastructure

Matters requiring referral to the **Brisbane City Council:**

- Ports – Brisbane core port land

Matters requiring referral to the **Minister responsible for administering the Transport Infrastructure Act 1994:**

- Ports – Brisbane core port land *(where inconsistent with the Brisbane port LUP for transport reasons)*
- Ports – Strategic port land

Matters requiring referral to the **relevant port operator**, if applicant is not port operator:

- Ports – Land within Port of Brisbane's port limits *(below high-water mark)*

Matters requiring referral to the **Chief Executive of the relevant port authority:**

- Ports – Land within limits of another port *(below high-water mark)*

Matters requiring referral to the **Gold Coast Waterways Authority:**

- Tidal works or work in a coastal management district *(in Gold Coast waters)*

Matters requiring referral to the **Queensland Fire and Emergency Service:**

- Tidal works or work in a coastal management district *(involving a marina (more than six vessel berths))*

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

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

Referral requirement	Referral agency	Date of referral response

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

PART 6 – INFORMATION REQUEST

19) Information request under the DA Rules

I agree to receive an information request if determined necessary for this development application

I do not agree to accept an information request for this development application

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

- that this development application will be assessed and decided based on the information provided when making this development application and the assessment manager and any referral agencies relevant to the development application are not obligated under the DA Rules to accept any additional information provided by the applicant for the development application unless agreed to by the relevant parties
- Part 3 under Chapter 1 of the DA Rules will still apply if the application is an application listed under section 11.3 of the DA Rules or
- Part 2 under Chapter 2 of the DA Rules will still apply if the application is for state facilitated development

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

PART 7 – FURTHER DETAILS

20) Are there any associated development applications or current approvals? (e.g. a preliminary approval)

Yes – provide details below or include details in a schedule to this development application

No

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

21) Has the portable long service leave levy been paid? (only applicable to development applications involving building work or operational work)

Yes – a copy of the receipted QLeave form is attached to this development application

No – I, the applicant will provide evidence that the portable long service leave levy has been paid before the assessment manager decides the development application. I acknowledge that the assessment manager may give a development approval only if I provide evidence that the portable long service leave levy has been paid

Not applicable (e.g. building and construction work is less than \$150,000 excluding GST)

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

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

Yes – show cause or enforcement notice is attached

No

23) Further legislative requirements

Environmentally relevant activities

23.1) Is this development application also taken to be an application for an environmental authority for an **Environmentally Relevant Activity (ERA)** under section 115 of the *Environmental Protection Act 1994*?

- Yes – the required attachment (form ESR/2015/1791) for an application for an environmental authority accompanies this development application, and details are provided in the table below
- No

Note: Application for an environmental authority can be found by searching “ESR/2015/1791” as a search term at www.qld.gov.au. An ERA requires an environmental authority to operate. See www.business.qld.gov.au for further information.

Proposed ERA number:		Proposed ERA threshold:	
Proposed ERA name:			

- Multiple ERAs are applicable to this development application and the details have been attached in a schedule to this development application.

Hazardous chemical facilities

23.2) Is this development application for a **hazardous chemical facility**?

- Yes – *Form 536: Notification of a facility exceeding 10% of schedule 15 threshold* is attached to this development application
- No

Note: See www.business.qld.gov.au for further information about hazardous chemical notifications.

Clearing native vegetation

23.3) Does this development application involve **clearing native vegetation** that requires written confirmation that the chief executive of the *Vegetation Management Act 1999* is satisfied the clearing is for a relevant purpose under section 22A of the *Vegetation Management Act 1999*?

- Yes – this development application includes written confirmation from the chief executive of the *Vegetation Management Act 1999* (s22A determination)
- No

Note: 1. Where a development application for operational work or material change of use requires a s22A determination and this is not included, the development application is prohibited development.
2. See <https://www.qld.gov.au/environment/land/vegetation/applying> for further information on how to obtain a s22A determination.

Environmental offsets

23.4) Is this development application taken to be a prescribed activity that may have a significant residual impact on a **prescribed environmental matter** under the *Environmental Offsets Act 2014*?

- Yes – I acknowledge that an environmental offset must be provided for any prescribed activity assessed as having a significant residual impact on a prescribed environmental matter
- No

Note: The environmental offset section of the Queensland Government’s website can be accessed at www.qld.gov.au for further information on environmental offsets.

Koala habitat in SEQ Region

23.5) Does this development application involve a material change of use, reconfiguring a lot or operational work which is assessable development under Schedule 10, Part 10 of the Planning Regulation 2017?

- Yes – the development application involves premises in the koala habitat area in the koala priority area
- Yes – the development application involves premises in the koala habitat area outside the koala priority area
- No

Note: If a koala habitat area determination has been obtained for this premises and is current over the land, it should be provided as part of this development application. See koala habitat area guidance materials at www.desi.qld.gov.au for further information.



Water resources

23.6) Does this development application involve **taking or interfering with underground water through an artesian or subartesian bore, taking or interfering with water in a watercourse, lake or spring, or taking overland flow water under the *Water Act 2000***?

Yes – the relevant template is completed and attached to this development application and I acknowledge that a relevant authorisation or licence under the *Water Act 2000* may be required prior to commencing development

No

Note: Contact the Department of Resources at www.resources.qld.gov.au for further information.

DA templates are available from planning.statedevelopment.qld.gov.au. If the development application involves:

- Taking or interfering with underground water through an artesian or subartesian bore: complete DA Form 1 Template 1
- Taking or interfering with water in a watercourse, lake or spring: complete DA Form 1 Template 2
- Taking overland flow water: complete DA Form 1 Template 3.

Waterway barrier works

23.7) Does this application involve **waterway barrier works**?

Yes – the relevant template is completed and attached to this development application

No

DA templates are available from planning.statedevelopment.qld.gov.au. For a development application involving waterway barrier works, complete DA Form 1 Template 4.

Marine activities

23.8) Does this development application involve **aquaculture, works within a declared fish habitat area or removal, disturbance or destruction of marine plants**?

Yes – an associated resource allocation authority is attached to this development application, if required under the *Fisheries Act 1994*

No

Note: See guidance materials at www.daf.qld.gov.au for further information.

Quarry materials from a watercourse or lake

23.9) Does this development application involve the **removal of quarry materials from a watercourse or lake under the *Water Act 2000***?

Yes – I acknowledge that a quarry material allocation notice must be obtained prior to commencing development

No

Note: Contact the Department of Resources at www.resources.qld.gov.au and www.business.qld.gov.au for further information.

Quarry materials from land under tidal waters

23.10) Does this development application involve the **removal of quarry materials from land under tidal water under the *Coastal Protection and Management Act 1995***?

Yes – I acknowledge that a quarry material allocation notice must be obtained prior to commencing development

No

Note: Contact the Department of Environment, Science and Innovation at www.desi.qld.gov.au for further information.

Referable dams

23.11) Does this development application involve a **referable dam** required to be failure impact assessed under section 343 of the *Water Supply (Safety and Reliability) Act 2008* (the *Water Supply Act*)?

Yes – the 'Notice Accepting a Failure Impact Assessment' from the chief executive administering the *Water Supply Act* is attached to this development application

No

Note: See guidance materials at www.resources.qld.gov.au for further information.



Tidal work or development within a coastal management district

23.12) Does this development application involve **tidal work or development in a coastal management district**?

- Yes – the following is included with this development application:
- Evidence the proposal meets the code for assessable development that is prescribed tidal work (*only required if application involves prescribed tidal work*)
 - A certificate of title

No

Note: See guidance materials at www.desi.qld.gov.au for further information.

Queensland and local heritage places

23.13) Does this development application propose development on or adjoining a place entered in the **Queensland heritage register** or on a place entered in a local government's **Local Heritage Register**?

Yes – details of the heritage place are provided in the table below

No

Note: See guidance materials at www.desi.qld.gov.au for information requirements regarding development of Queensland heritage places. For a heritage place that has cultural heritage significance as a local heritage place and a Queensland heritage place, provisions are in place under the Planning Act 2016 that limit a local categorising instrument from including an assessment benchmark about the effect or impact of, development on the stated cultural heritage significance of that place. See guidance materials at www.planning.statedevelopment.qld.gov.au for information regarding assessment of Queensland heritage places.

Name of the heritage place:

Place ID:

Decision under section 62 of the Transport Infrastructure Act 1994

23.14) Does this development application involve new or changed access to a state-controlled road?

Yes – this application will be taken to be an application for a decision under section 62 of the *Transport Infrastructure Act 1994* (subject to the conditions in section 75 of the *Transport Infrastructure Act 1994* being satisfied)

No

Walkable neighbourhoods assessment benchmarks under Schedule 12A of the Planning Regulation

23.15) Does this development application involve reconfiguring a lot into 2 or more lots in certain residential zones (except rural residential zones), where at least one road is created or extended?

Yes – Schedule 12A is applicable to the development application and the assessment benchmarks contained in schedule 12A have been considered

No

Note: See guidance materials at www.planning.statedevelopment.qld.gov.au for further information.

PART 8 – CHECKLIST AND APPLICANT DECLARATION

24) Development application checklist

I have identified the assessment manager in question 15 and all relevant referral requirement(s) in question 17

Yes

Note: See the *Planning Regulation 2017* for referral requirements

If building work is associated with the proposed development, Parts 4 to 6 of [DA Form 2 – Building work details](#) have been completed and attached to this development application

Yes

Not applicable

Supporting information addressing any applicable assessment benchmarks is with the development application

Note: This is a mandatory requirement and includes any relevant templates under question 23, a planning report and any technical reports required by the relevant categorising instruments (e.g. local government planning schemes, State Planning Policy, State Development Assessment Provisions). For further information, see [DA Forms Guide: Planning Report Template](#).

Yes

Relevant plans of the development are attached to this development application

Note: Relevant plans are required to be submitted for all aspects of this development application. For further information, see [DA Forms Guide: Relevant plans](#).

Yes

The portable long service leave levy for QLeave has been paid, or will be paid before a development permit is issued (see 21)

Yes

Not applicable



**Queensland
Government**

25) Applicant declaration

- By making this development application, I declare that all information in this development application is true and correct
- Where an email address is provided in Part 1 of this form, I consent to receive future electronic communications from the assessment manager and any referral agency for the development application where written information is required or permitted pursuant to sections 11 and 12 of the *Electronic Transactions Act 2001*

Note: It is unlawful to intentionally provide false or misleading information.

Privacy – Personal information collected in this form will be used by the assessment manager and/or chosen assessment manager, any relevant referral agency and/or building certifier (including any professional advisers which may be engaged by those entities) while processing, assessing and deciding the development application. All information relating to this development application may be available for inspection and purchase, and/or published on the assessment manager's and/or referral agency's website.

Personal information will not be disclosed for a purpose unrelated to the *Planning Act 2016*, Planning Regulation 2017 and the DA Rules except where:

- such disclosure is in accordance with the provisions about public access to documents contained in the *Planning Act 2016* and the Planning Regulation 2017, and the access rules made under the *Planning Act 2016* and Planning Regulation 2017; or
- required by other legislation (including the *Right to Information Act 2009*); or
- otherwise required by law.

This information may be stored in relevant databases. The information collected will be retained as required by the *Public Records Act 2002*.

PART 9 – FOR COMPLETION OF THE ASSESSMENT MANAGER – FOR OFFICE USE ONLY

Date received: Reference number(s):

Notification of engagement of alternative assessment manager

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

QLeave notification and payment

Note: For completion by assessment manager if applicable

Description of the work	
QLeave project number	
Amount paid (\$)	Date paid (dd/mm/yy)
Date receipted form sighted by assessment manager	
Name of officer who sighted the form	

Landowner's consent to the making of an application under the
Planning Act 2016


I/We Anne and Neville Grouden

as owner(s) of premises identified as follows:

Lease Lot FK on SP102512 over Lot 1 on RP745347

Hereby consent to the making of a development application under the *Planning Act 2016* by
BNC Planning on the premises described above.

Agrouden



[signature]

signed on the

7th

day of

February

2026

APPENDIX 2

SITE DETAILS

Aerial

Lot 224 Pavia Drive, Nome QLD 4816

19°19'29"S 146°56'19"E

19°19'29"S 146°56'24"E



19°19'33"S 146°56'19"E

19°19'33"S 146°56'24"E



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0 10 metres

Scale: 1:740

Printed at: A4

Print date: 4/3/2026

Not suitable for accurate measurement.

Projection: Web Mercator EPSG 102100 (3857)

For more information, visit

<https://qldglobe.information.qld.gov.au/help-info/Contact-us.html>



**Queensland
Government**

Department of Natural Resources and Mines,
Manufacturing, and Regional and Rural Development

Aerial

Lot 224 Pavia Drive, Nome QLD 4816

 Legend

 Attribution

Watercourse parcel



Land parcel



Parcel

Land parcel - gt 1 ha



Parcel

Land parcel - gt 10 ha



Parcel

Easement parcel



Strata parcel



Volumetric parcel



Land parcel - gt 1000 ha



Parcel

Land parcel label

Land parcel label - gt 1

ha

Land parcel label - gt 10

ha

Land parcel label - gt

1000 ha

Places: Search Results



1RP745347

Places: My Places(1)



My Place 1

Railway stations



Railways



Roads and tracks

Motorway

Highway

Secondary

Connector

Local

Restricted Access Road

Mall

Busway

Bikeway

Restricted Access

Bikeway

Walkway

Restricted Access

Walkway

Non-vehicular Track

Track

Restricted Access Track

Ferry

Proposed Thoroughfare

Green bridges



Bridges



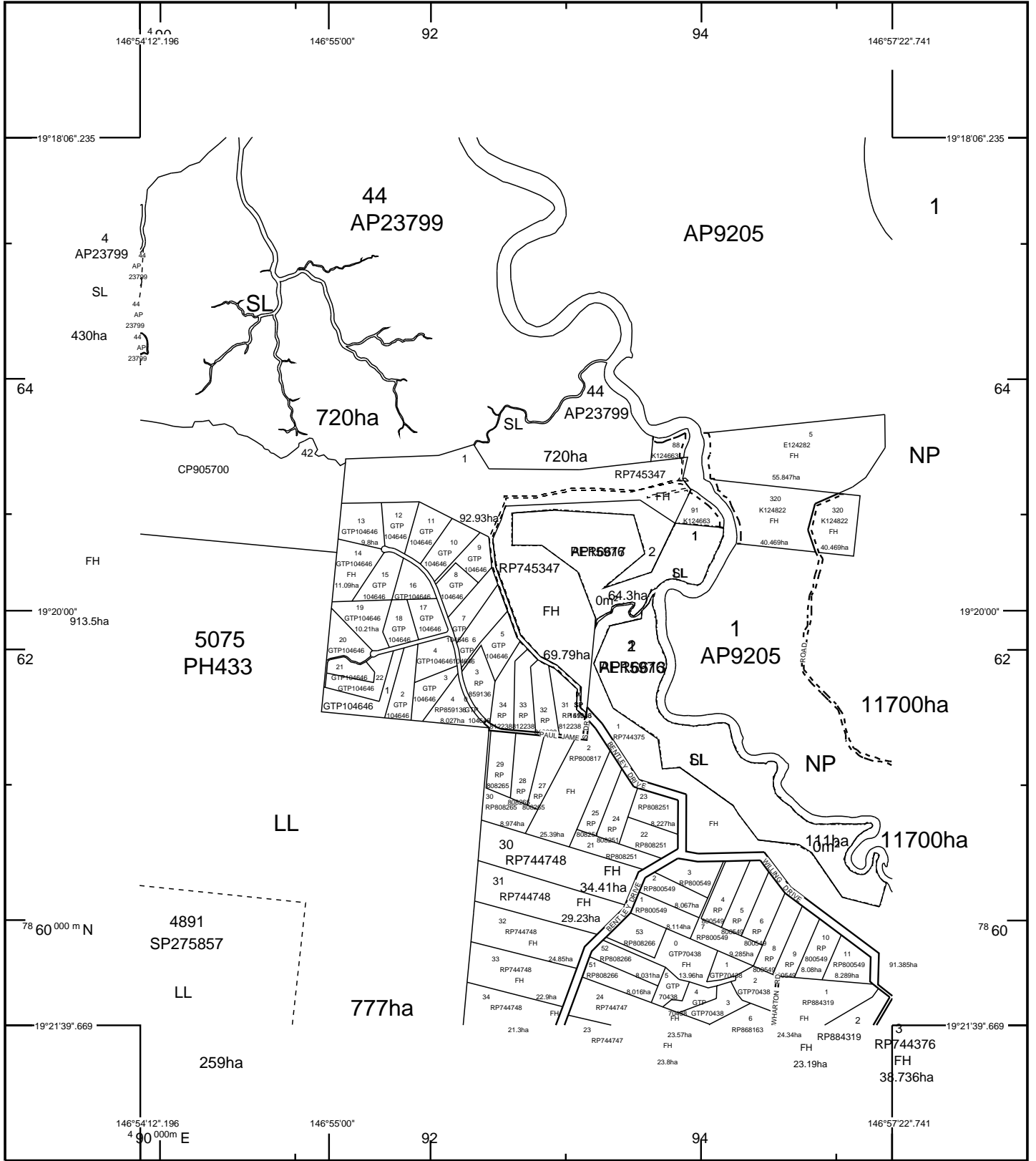
Tunnels



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STANDARD MAP NUMBER
8259-21312

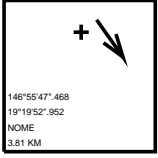


SmartMap

An External Product of
SmartMap Information Services

Based upon an extraction from the
Digital Cadastral Data Base

MAP WINDOW POSITION &
NEAREST LOCATION



SUBJECT PARCEL DESCRIPTION

DCDB	
Lot/Plan	1/RP745347
Area/Volume	92.93ha
Tenure	FREEHOLD
Local Government	TOWNSVILLE CITY
Locality	NOME
Segment/Parcel	38622/5

CLIENT SERVICE STANDARDS

PRINTED 19/08/2024

DCDB 17/08/2024 (Lots with an area less than 1.000ha 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.

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For further information on SmartMap products visit
<https://www.qld.gov.au/housing/buying-owning-home/property-land-valuations/smartmaps>

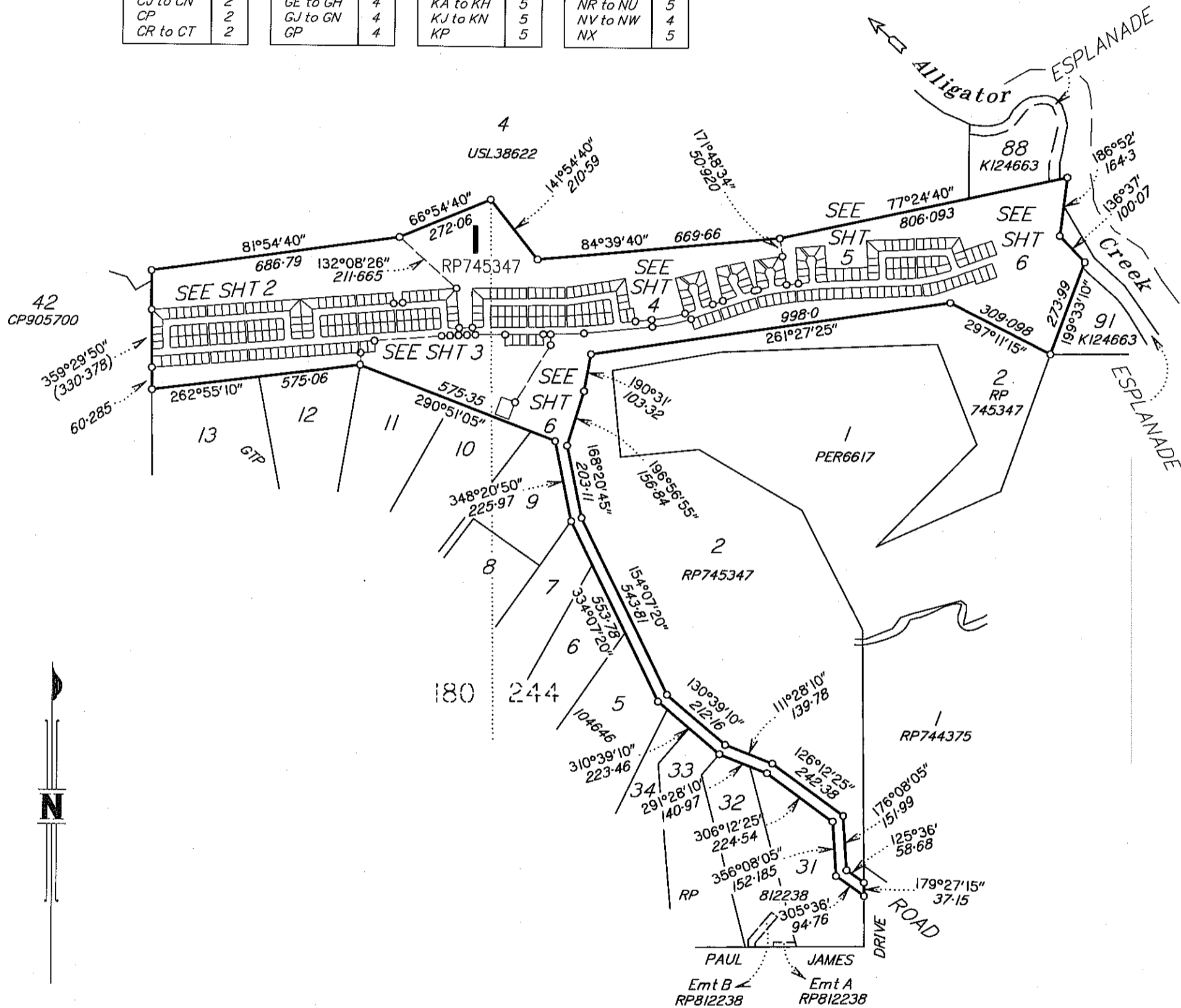


Queensland Government
(c) The State of Queensland,
(Department of Resources) 2024.



ALPHABETICAL INDEX (LEASE/SHEET)							
LEASE	SHT	LEASE	SHT	LEASE	SHT	LEASE	SHT
A to H	2	GU to CZ	3	GR to GT	4	KR to KZ	5
J to N	2	DA to DH	3	GU to GZ	4	LA to LH	5
P	2	DJ to DN	3	HA to HC	3	LJ to LN	5
R to Z	2	DP	3	HD to HH	4	LP	4
AA to AH	2	DR to DS	3	HJ to HN	4	LR to LU	4
AJ to AM	2	DT to DZ	2	HP	4	LV to LZ	5
AN	3	EA to EH	2	HR to HT	4	MA to MB	5
AP	3	EJ to EN	2	HU to HZ	3	MC to MH	6
AR to AT	3	EP	2	JA to JC	3	MJ to MM	6
AU	6	ER to EZ	2	JD to JE	6	MN	5
AV to AZ	3	FA to FB	2	JF to JH	3	MP	5
BA to BE	3	FC to FD	3	JJ to JK	3	MR to MZ	6
BF to BH	2	FE to FH	5	JL to JN	5	NA to NB	6
BJ to BN	2	FJ to FN	6	JP	5	NC to ND	5
BP	2	FP	3	JR	5	NE to NH	6
BR to BZ	2	FR to FZ	3	JS to JY	4	NJ to NN	6
CA to CH	2	GA to GD	3	JZ	5	NP	6
CJ to CN	2	GE to GH	4	KA to KH	5	NR to NU	5
CP	4	GJ to GN	4	KJ to KN	5	NV to NW	4
CR to CT	2	GP	4	KP	5	NX	5

NOTE: The 'street names' as shown on sheets 2 to 6 are for location purposes only, and are part of Lot 1 on RP745347. They are not dedicated as Road.



Brazier & Motti (Survey) Pty Ltd, ACN ACN 066 411 041 hereby certify that the Company has made this plan pursuant to Section 25 of the Surveyors Regulation 1992, and that the plan is accurate, and compiled from RP745347, IS76476, IS76477, IS76478, IS76479 and IS133048 in the Department of Natural Resources.

Director and Licensed Surveyor

Director

Date

Metres	625	1250	1875
	50mm	100mm	150mm
State copyright reserved.			
PLAN OF LEASES A to H, J to N, P, R to Z, AA to AH, AJ to AN, AP, AR to AZ, BA to BH, BJ to BN, BP, BR to BZ, CA to CH, CJ to CN, CP, CR to CZ, DA to DH, DJ to DN, DP, DR to DZ, EA to EH, EJ to EN, EP, ER to EZ, FA to FH, FJ to FN, FP, FR to FZ, GA to GH, GJ to GN, GP, GR to GZ, HA to HH, HJ to HN, HP, HR to HZ, JA to JH, JJ to JN, JP, JR to JZ, KA to KH, KJ to KN, KP, KR to KZ, LA to LH, LJ to LN, LP, LR to LZ, MA to MH, MJ to MN, MP, MR to MZ, NA to NH, NJ to NN, NP, & NR to NX in Lot 1 on RP745347			Scale: 1:12500
PARISH: BEOR COUNTY: Elphinstone			Format: STANDARD
Meridian: RP745347 F/N's: NO			SPI02512
			Plan Status:

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

(Dealing No.)

Registered

5. Lodged by

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

1. Certificate of Registered Owners or Lessees.

I/We CLEVELAND PALMS MANAGEMENT LIMITED

(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.

Signature of *Registered Owners *Lessees

* Rule out whichever is inapplicable

2. Local Government Certificate.

*
certifies that the requirements of this Council, the Local Government Act 1993, the Local Government (Planning and Environment) Act 1990, the City of Brisbane Act 1924, and all Local Laws and Ordinances have been complied with subject to

Dated this _____ day of _____

#

#

* Insert the name of the Local Government.
Insert designation of signatory or delegation

3. Plans with Community Management Statement :

CMS Number :
Name :

4. References :

Dept File :
Local Govt :
Surveyor : 23507_002A

6. Existing

Title Reference	Lot	Plan
21374212	1	RP745347

Created

Lots	Emts	Road
Leases A - H, J - N, P, R - Z, AA - AH, AJ - AN, AP, AR - AZ, BA - BH, BJ - BN, BP, BR - BZ, CA - CH, CJ - CN, CP, CR - CZ, DA - DH, DJ - DN, DP, DR - DZ, EA - EH, EJ - EN, EP, ER - EZ, FA - FH, FJ - FN, FP, FR - FZ, GA - GH, GJ - GN, GP, GR - GZ, HA - HH, HJ - HN, HP, HR - HZ, JA - JH, JJ - JN, JP, JR - JZ, KA - KH, KJ - KN, KP, KR - KZ, LA - LH, LJ - LN, LP, LR - LZ, MA - MH, MJ - MN, MP, MR - MZ, NA - NH, NJ - NN, NP, & NR - NX	-	-

Orig	Lots

7. Portion Allocation :

8. Map Reference :
8259-21312

9. Locality :
NOME

10. Local Government :
TOWNSVILLE C C

11. Passed & Endorsed :

By: Brazier and Motti (Survey) Pty Ltd
Date :
Signed :
Designation :

12. Building Format Plans only.

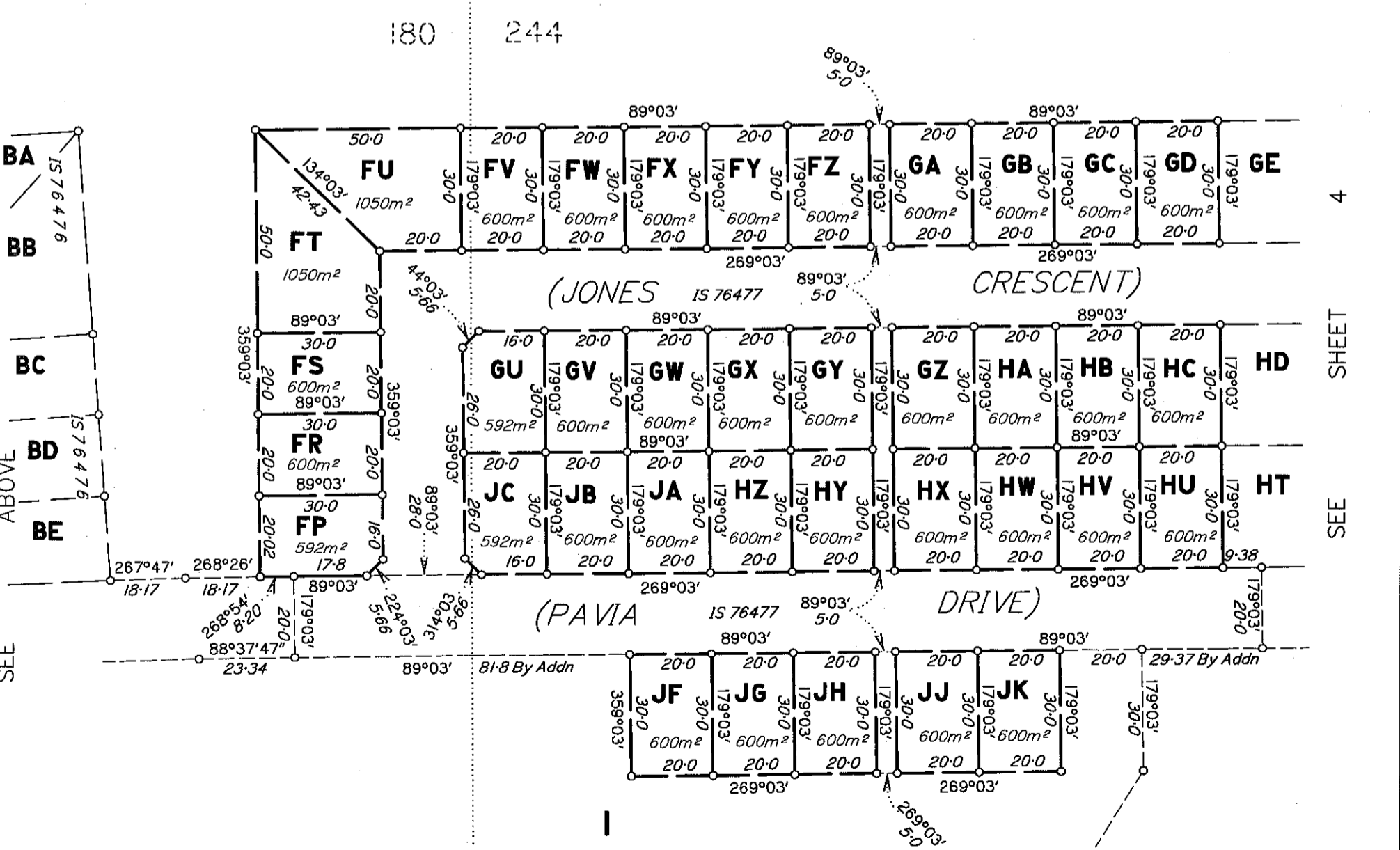
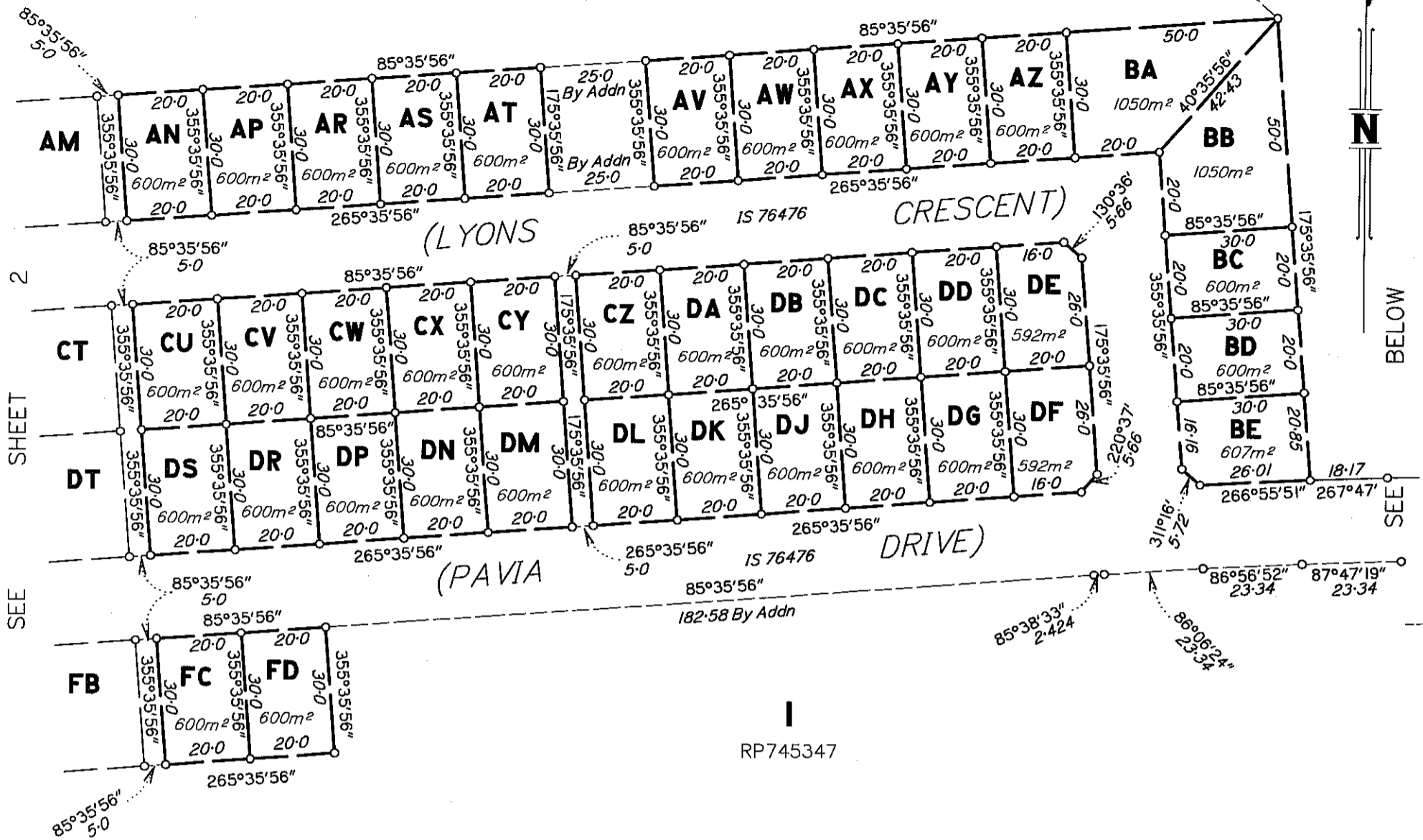
I certify that :
* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;
* Part of the building shown on this plan encroaches onto adjoining * lots and road

Licensed Surveyor/Director * Date
*delete words not required

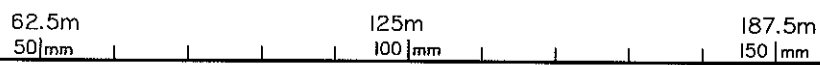
13. Lodgement Fees :

Survey Deposit	\$ _____
Lodgement	\$ _____
____New Titles	\$ _____
Photocopy	\$ _____
Postage	\$ _____
TOTAL	\$ _____

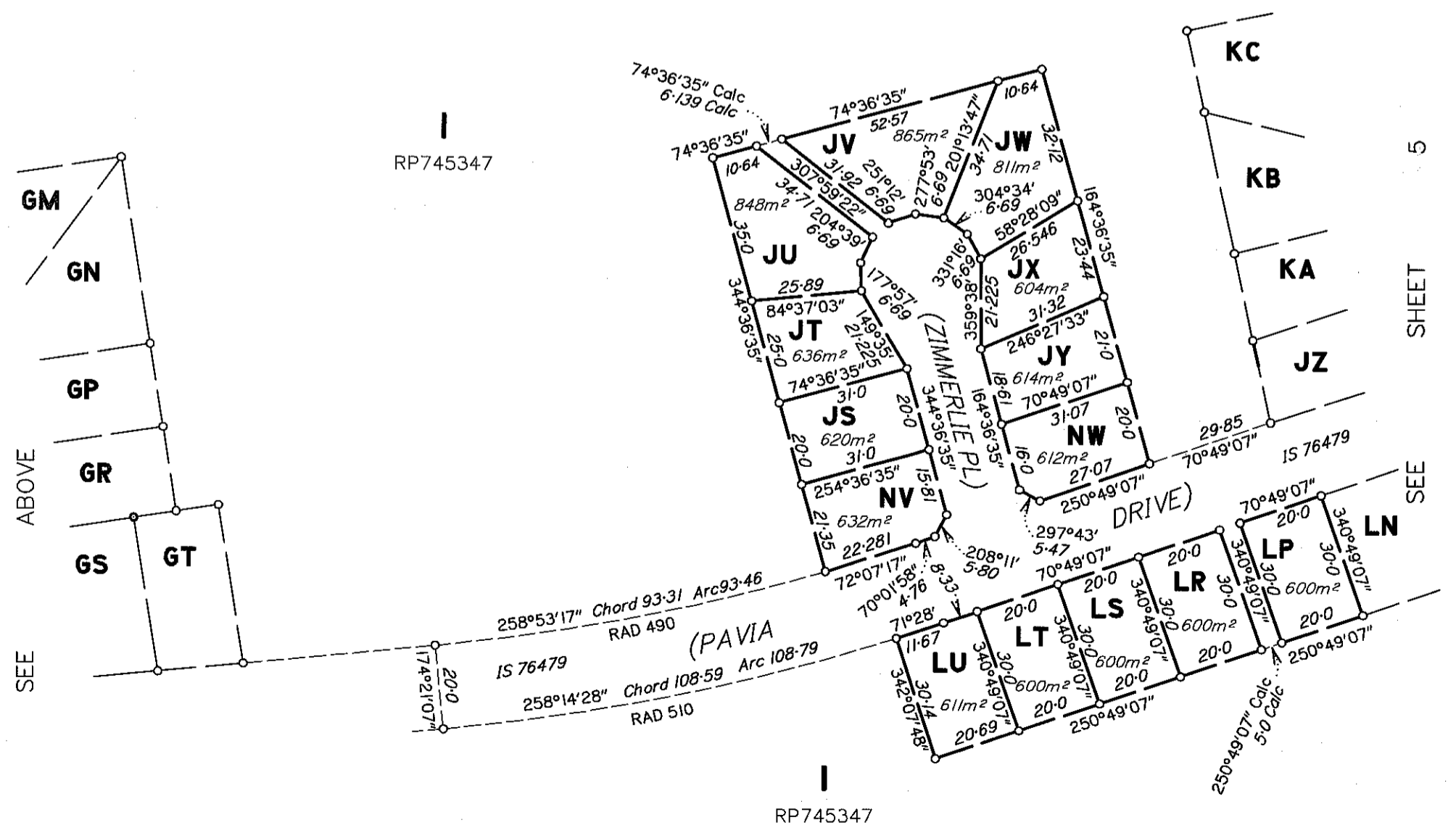
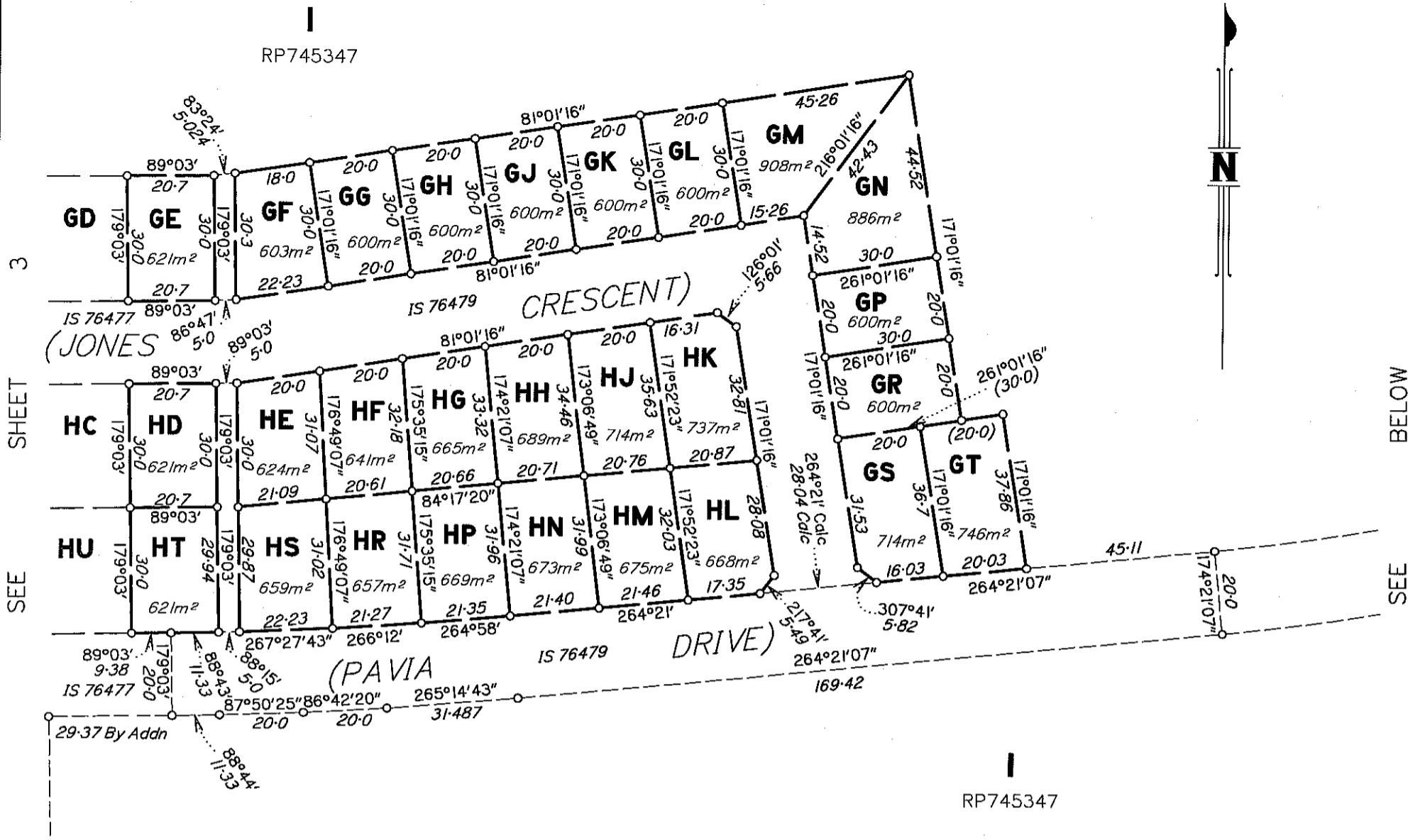
14. Insert Plan Number
SPI02512



Scale 1:1250



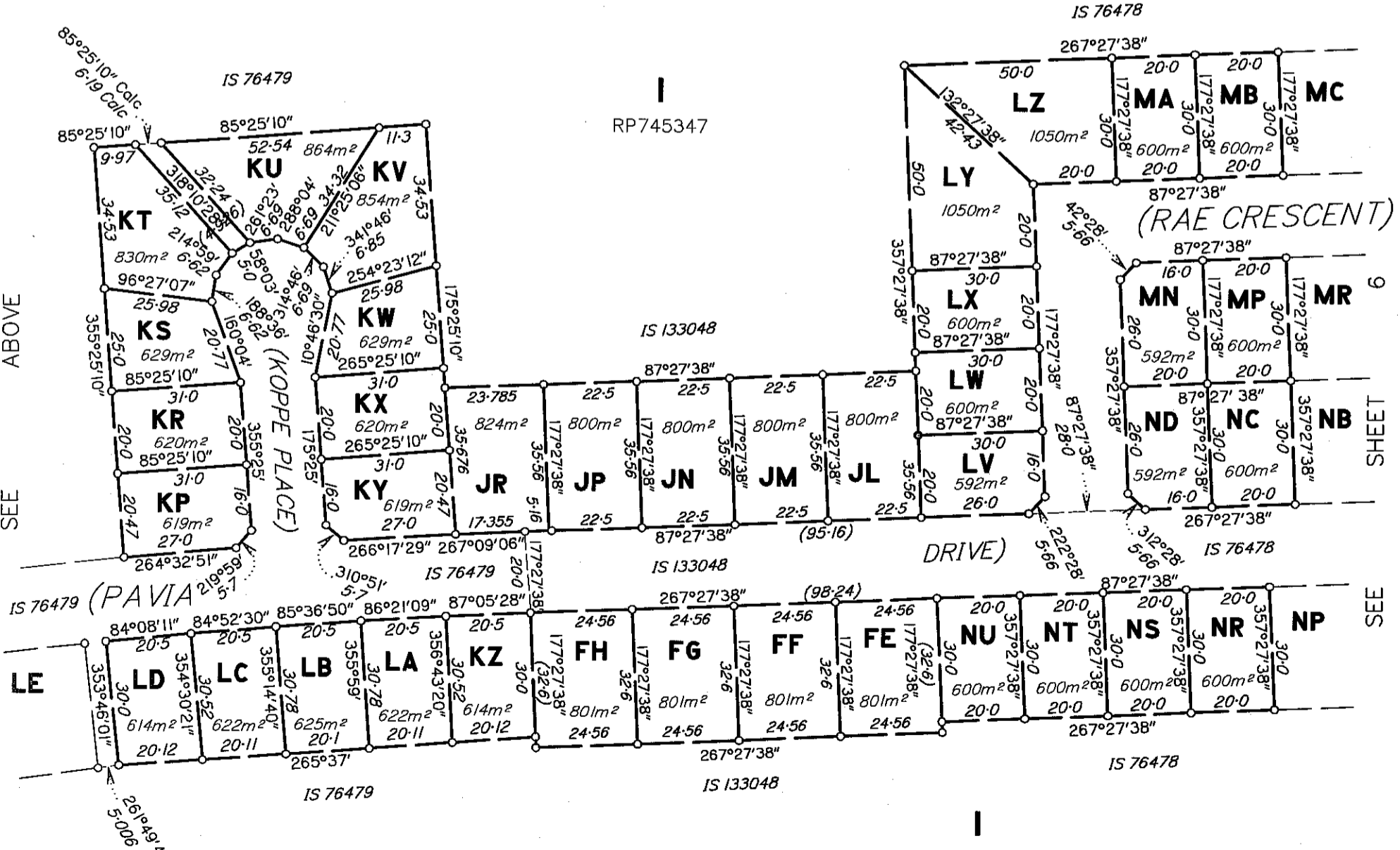
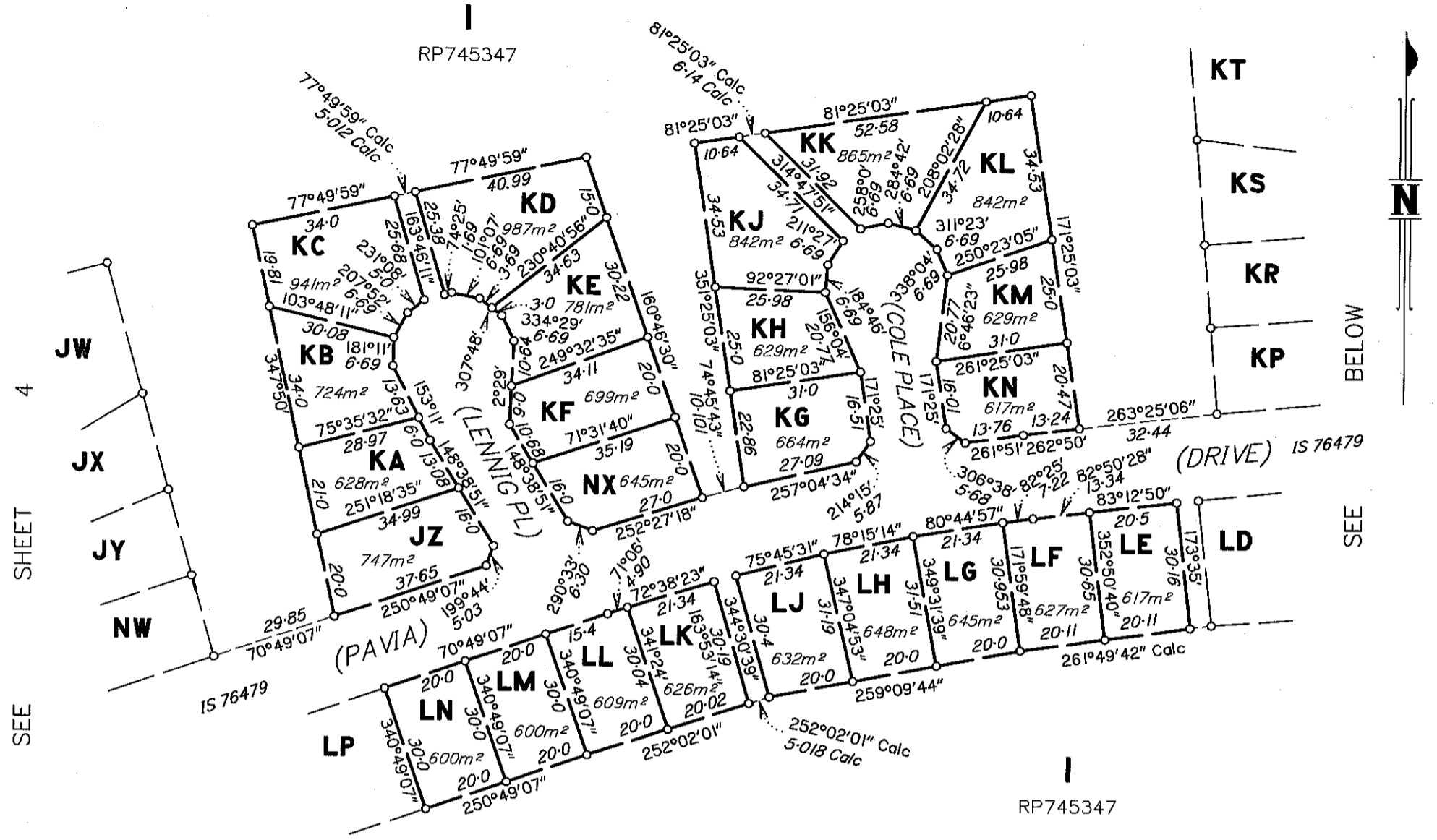
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Insert Plan Number SP102512



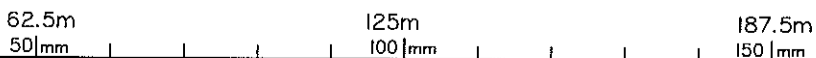
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Insert Plan Number **SP102512**

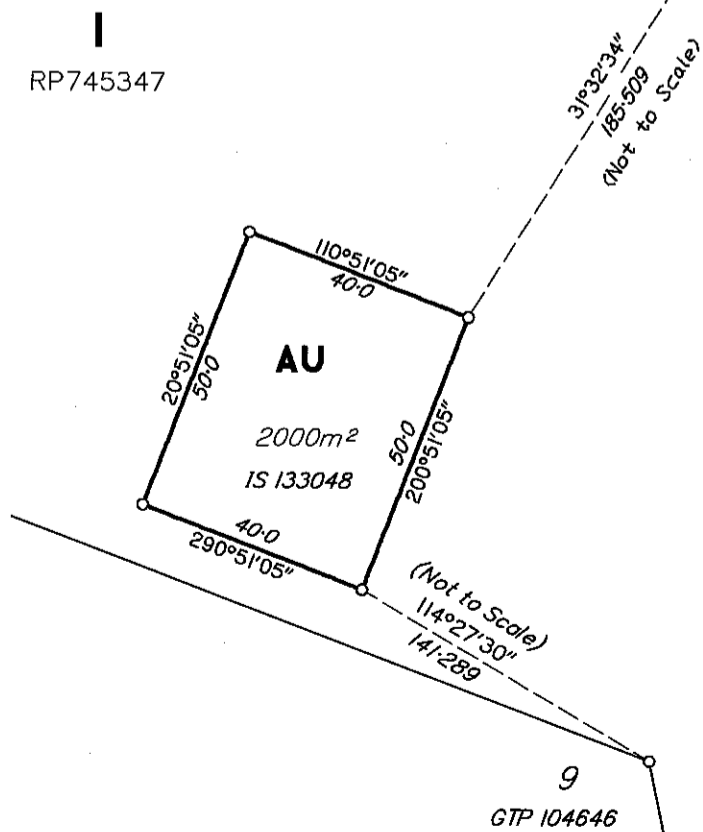
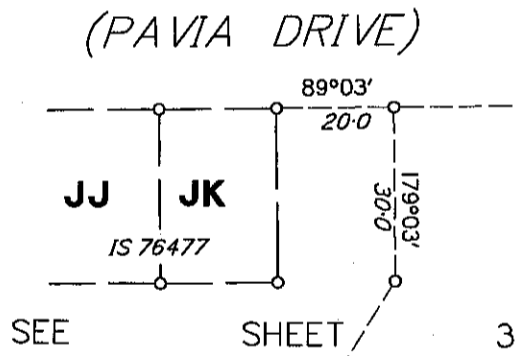
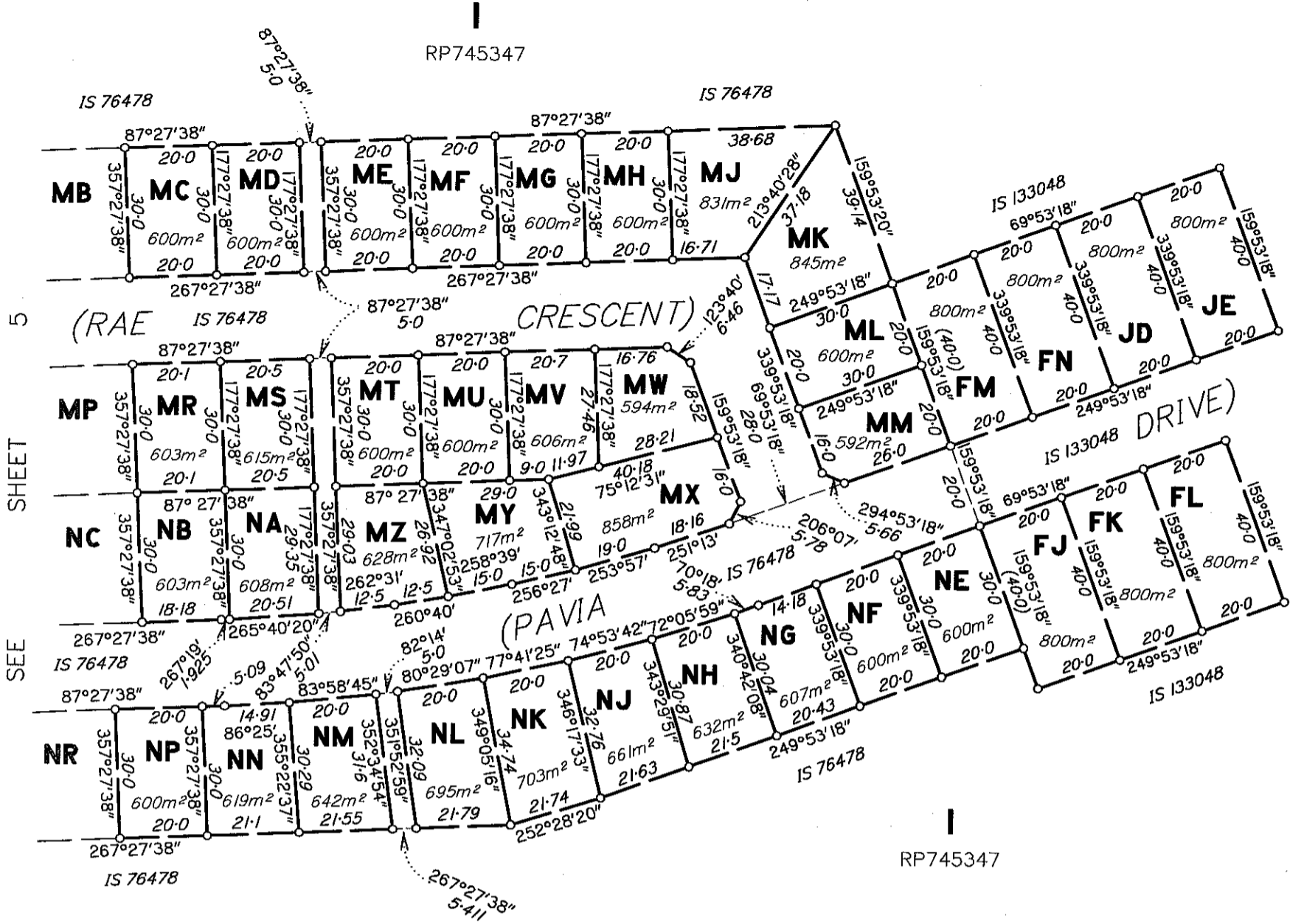


Scale 1:1250



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Insert Plan Number **SP102512**

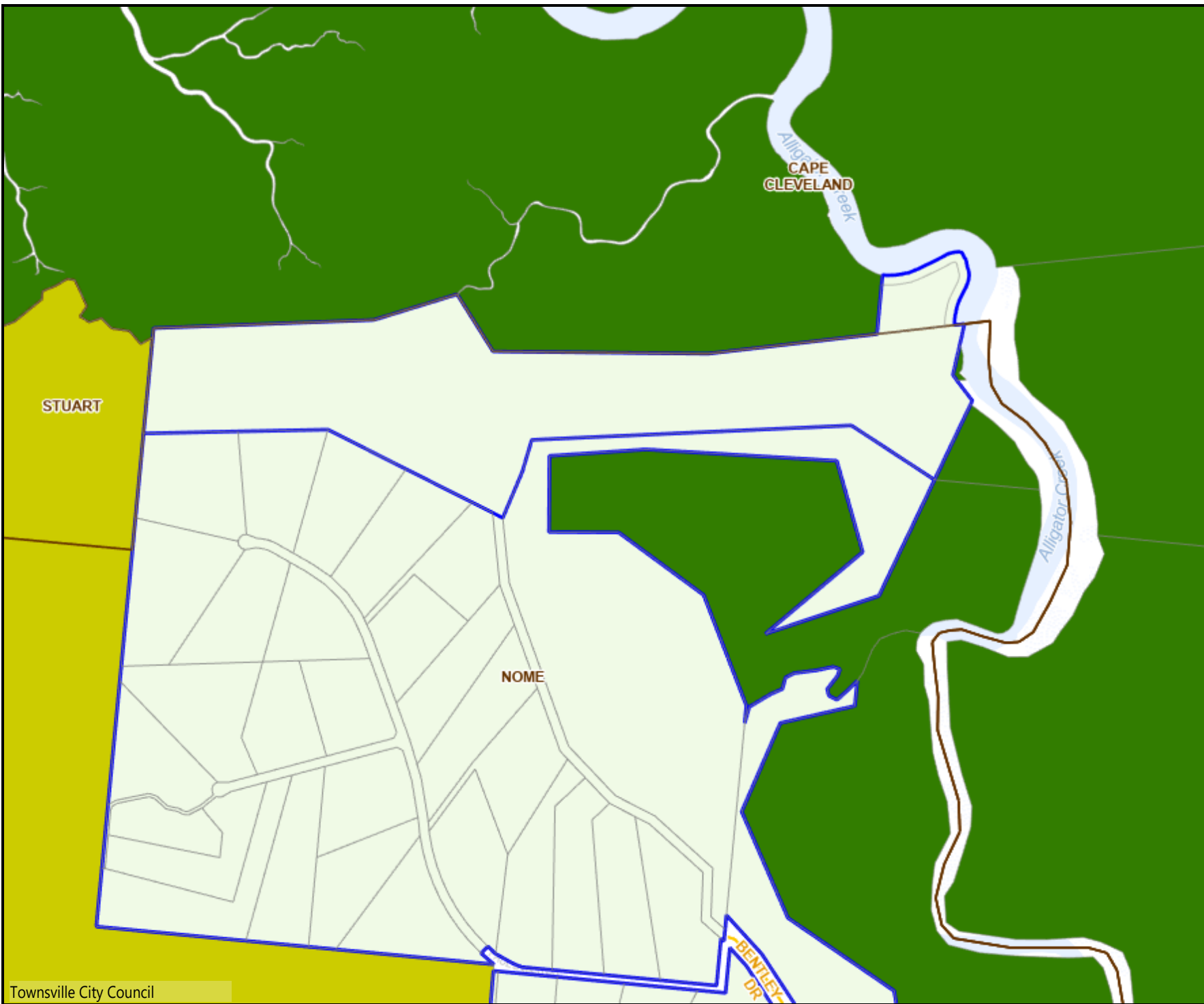


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Insert Plan Number **SP102512**

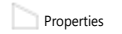


Zoning

Legend

EXT_CORE

CORE - Properties

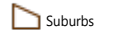


CORE - Road Corridor Centreline

Secondary Road

Private Road

CORE - Suburbs



EXT_CityPlanningScheme_Current

Precincts Labels

Zone Precinct Boundary



Zoning

Environmental management and conservation

Rural



0 150 300 m

Scale 1: 16000

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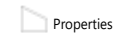


Bushfire Hazard Overlay

Legend

EXT_CORE

CORE - Properties



CORE - Road Corridor Centreline

Secondary Road

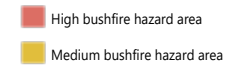
Private Road

CORE - Suburbs



EXT_CityPlanningScheme_Current

Bushfire hazard area (OM-02.0)

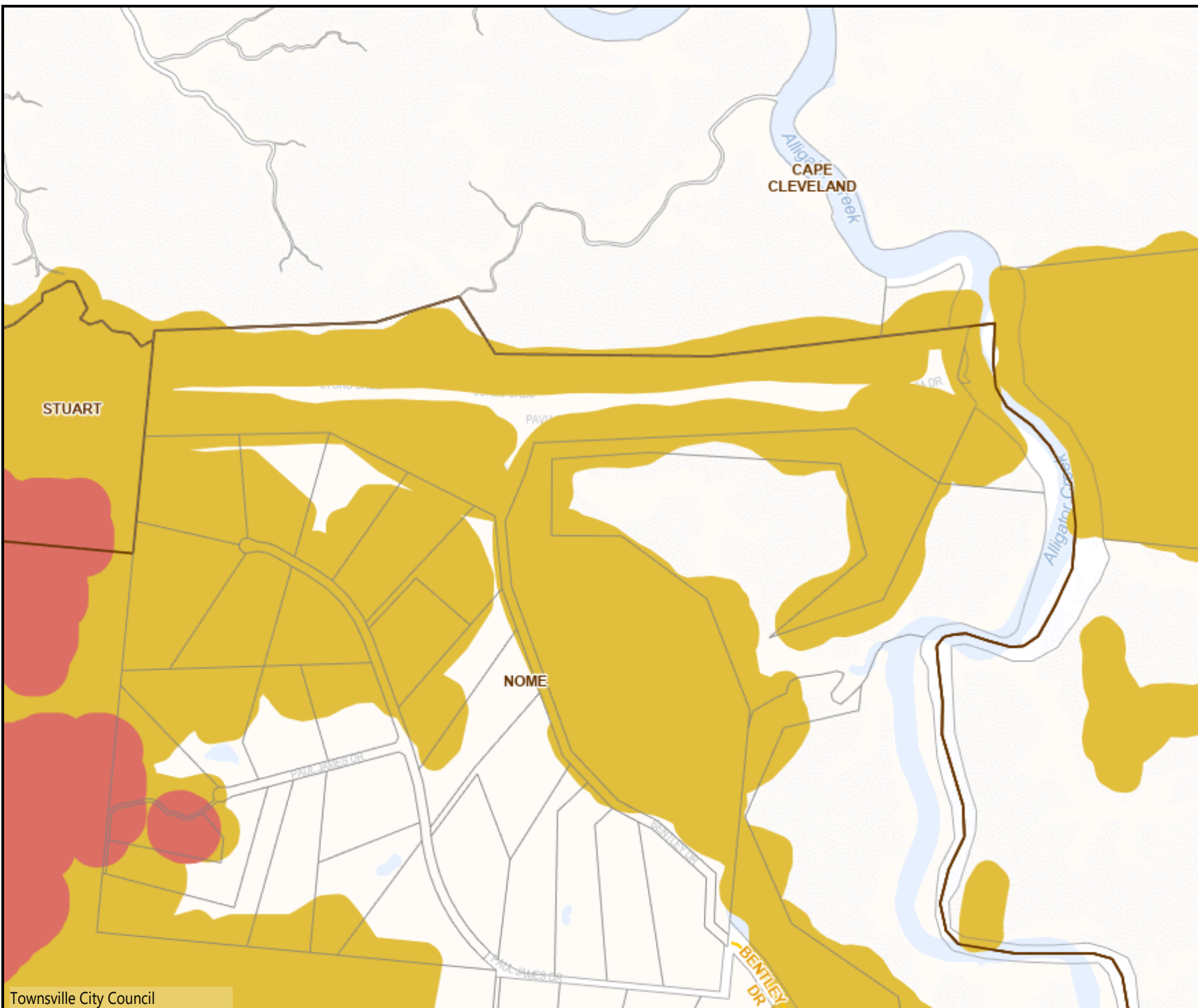


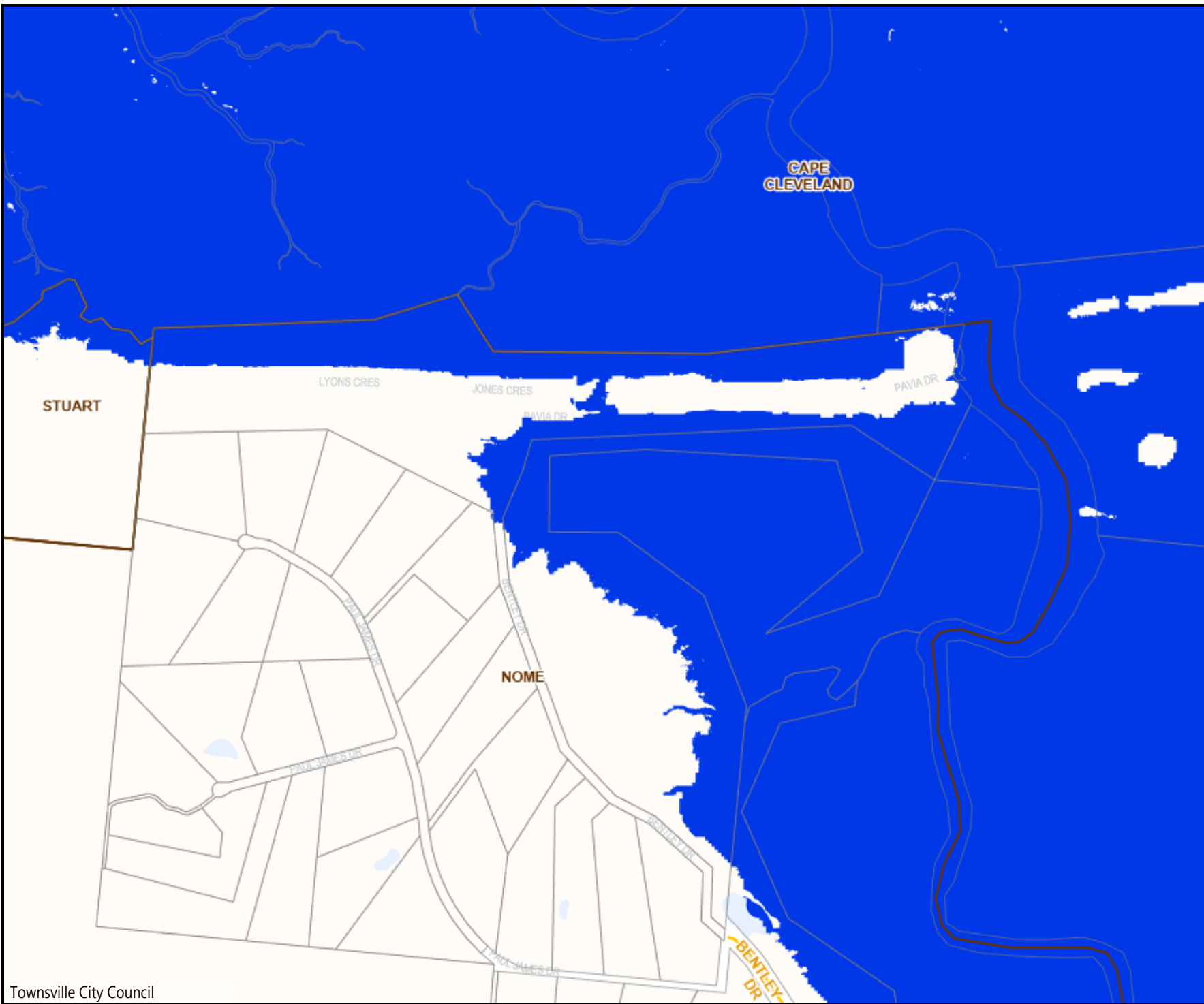
0 150 300
m

Scale 1: 16000

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Coastal Hazard Overlay 1

Legend

- EXT_CORE
- CORE - Properties
 - Properties
- CORE - Road Corridor Centreline
 - Secondary Road
 - Private Road
- CORE - Suburbs
 - Suburbs
- EXT_CityPlanningScheme_Current
- Stormtide inundation areas (OM-03.1)
 - High hazard



0 150 300 m

Scale 1: 16000

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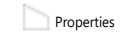


Coastal Hazard Overlay 2

Legend

EXT_CORE

CORE - Properties



CORE - Road Corridor Centreline

Secondary Road

Private Road

CORE - Suburbs



EXT_CityPlanningScheme_Current

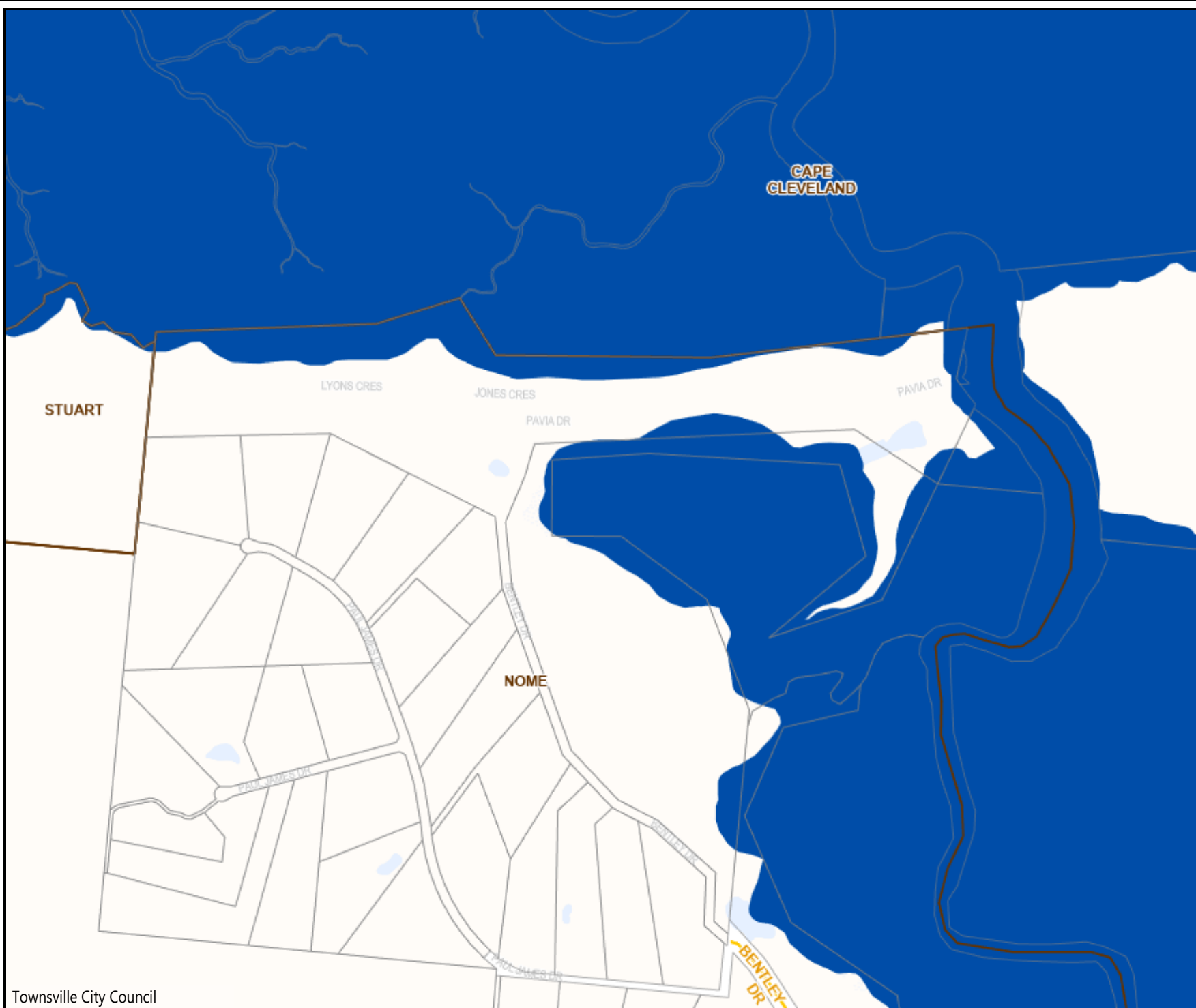
Erosion prone area (OM-03.3)



0 150 300
m

Scale 1: 16000

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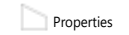


Natural Assets Overlay - Environm...

Legend

EXT_CORE

CORE - Properties



CORE - Road Corridor Centreline

Secondary Road

Private Road

CORE - Suburbs



EXT_CityPlanningScheme_Current

Environmental importance (OM-08.0)

Very high

High

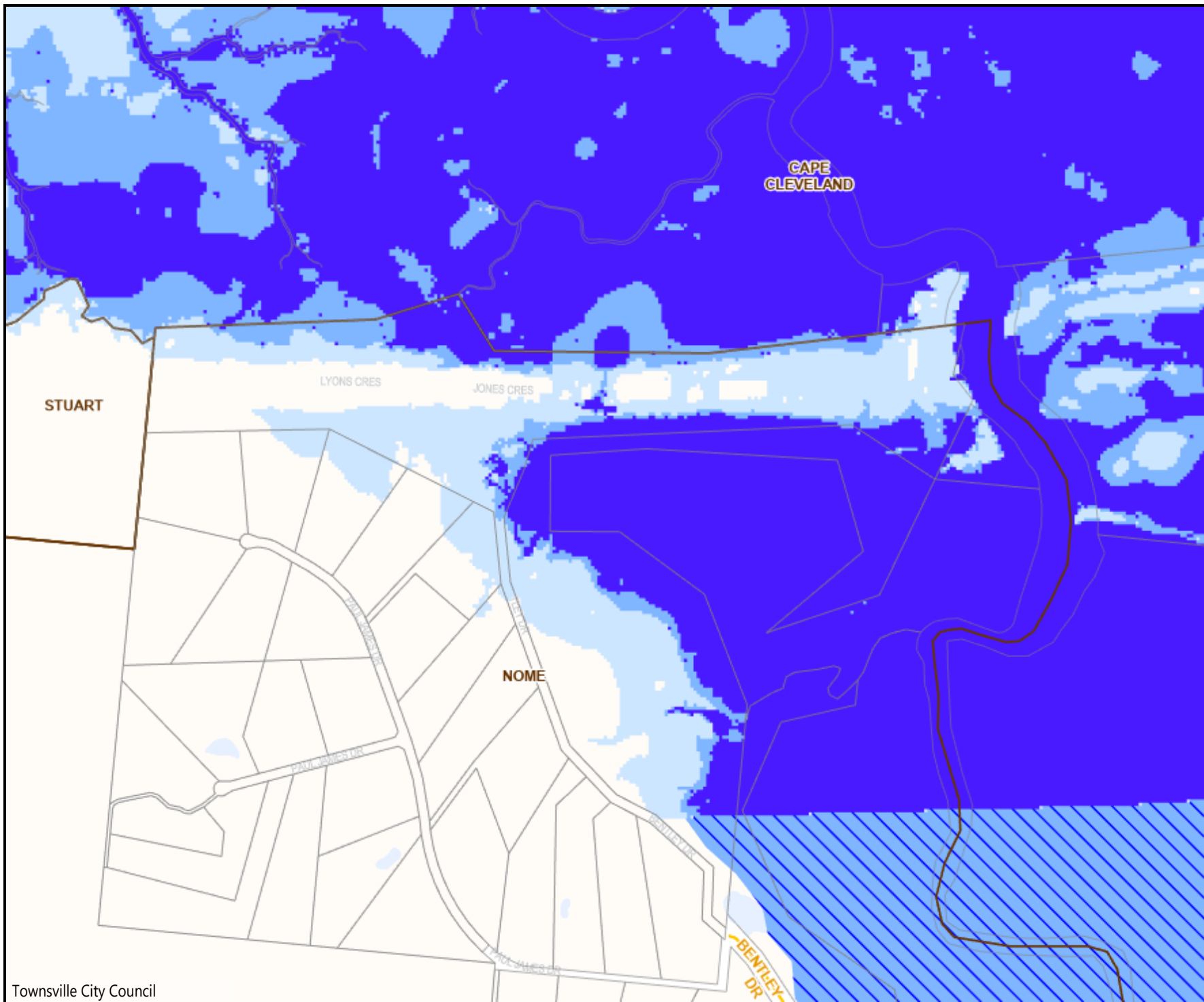


0 150 300 m

Scale 1: 16000

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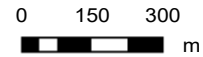




Flood Hazard Overlay

Legend

- EXT_CORE
- CORE - Properties
 - Properties
- CORE - Road Corridor Centreline
 - Secondary Road
 - Private Road
- CORE - Suburbs
 - Suburbs
- EXT_CityPlanningScheme_Current
- Flood hazard overlay (OM-06.1)
 - High hazard area
 - Medium hazard area
 - Low hazard area
- Medium hazard - further investigation area (OM-06.1)
 -

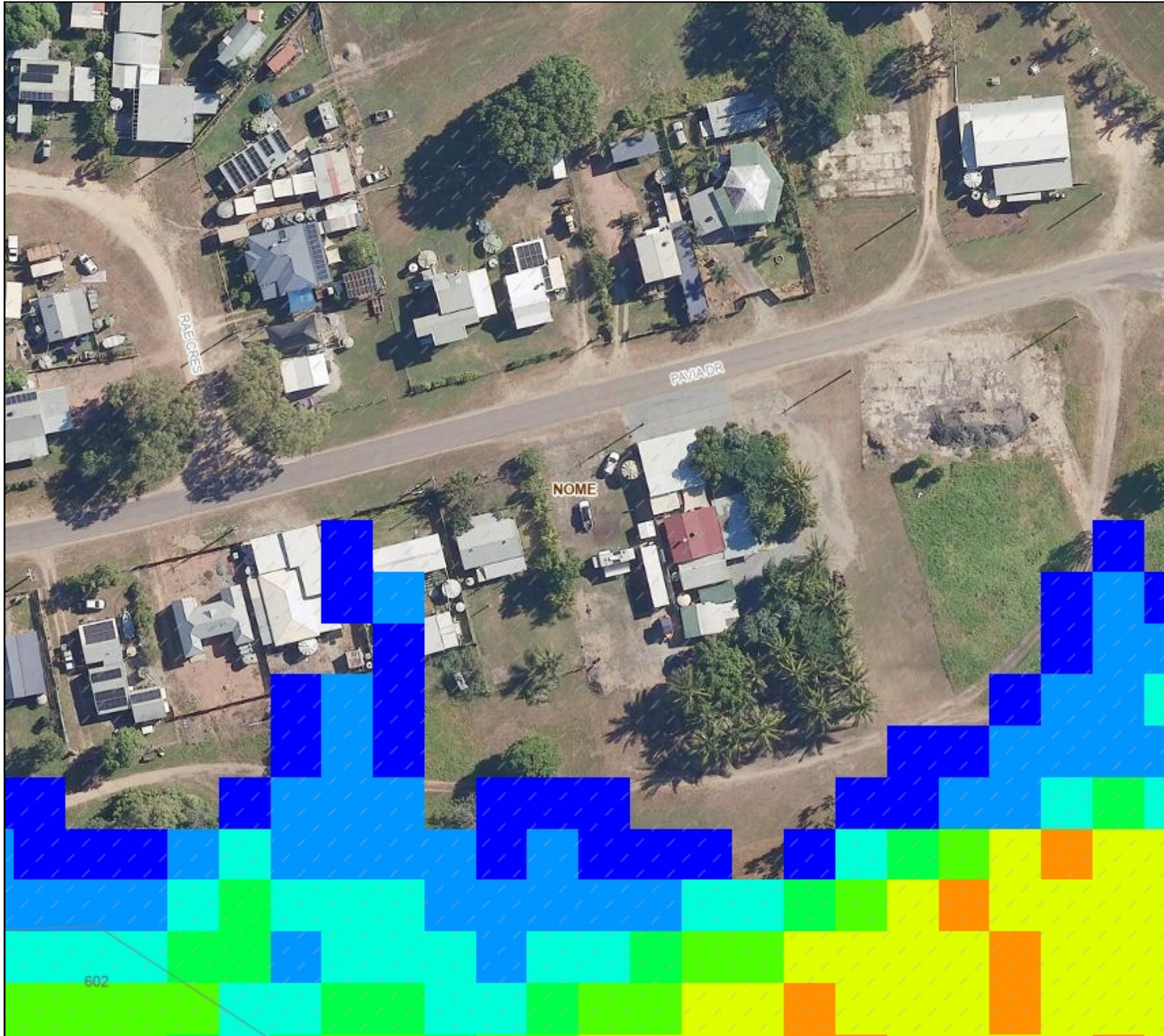


Scale 1: 16000

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Q100



Legend

- Properties
 - Suburbs
 - November 2014 to Present
- FLOOD STUDY AREAS**
- 1% AEP Height
 - 2% AEP Height
- WATER HEIGHT (1:250 - 1:5,000)**
- Water Depth: 0.01 - 0.3m
 - Water Depth: 0.3 - 0.5m
 - Water Depth: 0.5 - 0.75m
 - Water Depth: 0.75 - 1.0m
 - Water Depth: 1.0 - 1.5m
 - Water Depth: 1.5 - 2.0m
 - Water Depth: 2.0 - 3.0m
 - Water Depth: 3.0 - 25.0m



0 12.7 25.40



Meters

Date: 4/3/2026 1:55 PM

Scale 1: 1,000

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DISCLAIMER: Visible Scale - 1: 250 - 1 :5,000. The flooding contained in this map does not in itself indicate whether any particular property has or has not been affected by floods. The flooding information depicted shows inundation resulting from rainfall of river flows resulting from rainfall and does not include inundation due to Storm Tide. The council considers that the information presented in the map is the best available at the time of preparation. However the modelling results contained in this map are based upon projections, assumptions and analysis about circumstances that may not eventuate, or may eventuate in different combinations and with different outcomes. Because of that, the information in the map is not provided with the intention that persons will rely upon its accuracy or completeness for the purpose of making decisions with financial or legal implications. Neither the council nor its officers will be liable in contract, negligence or otherwise for the consequences of any deficiency, inaccuracy or error in the map or for the consequences of any person relying upon the map. The Flood Study Areas layer indicates the date of the flood study that has generated the flood map data. Infrastructure constructed since the completion of a flood study has the potential to alter flood levels and extents to those shown.



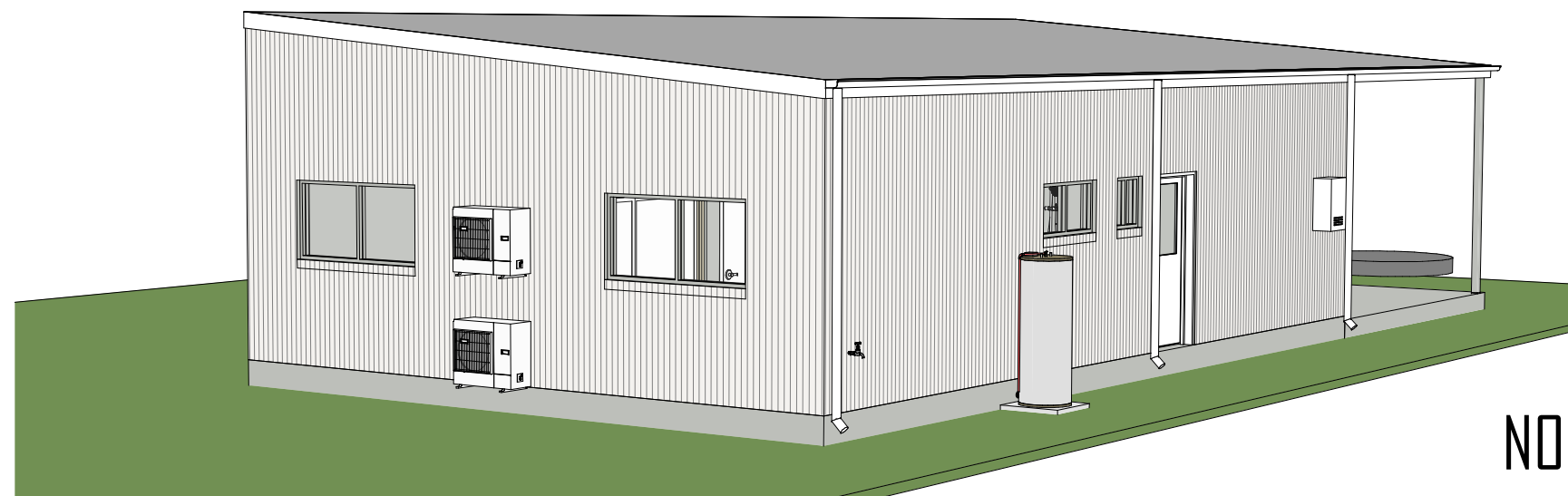
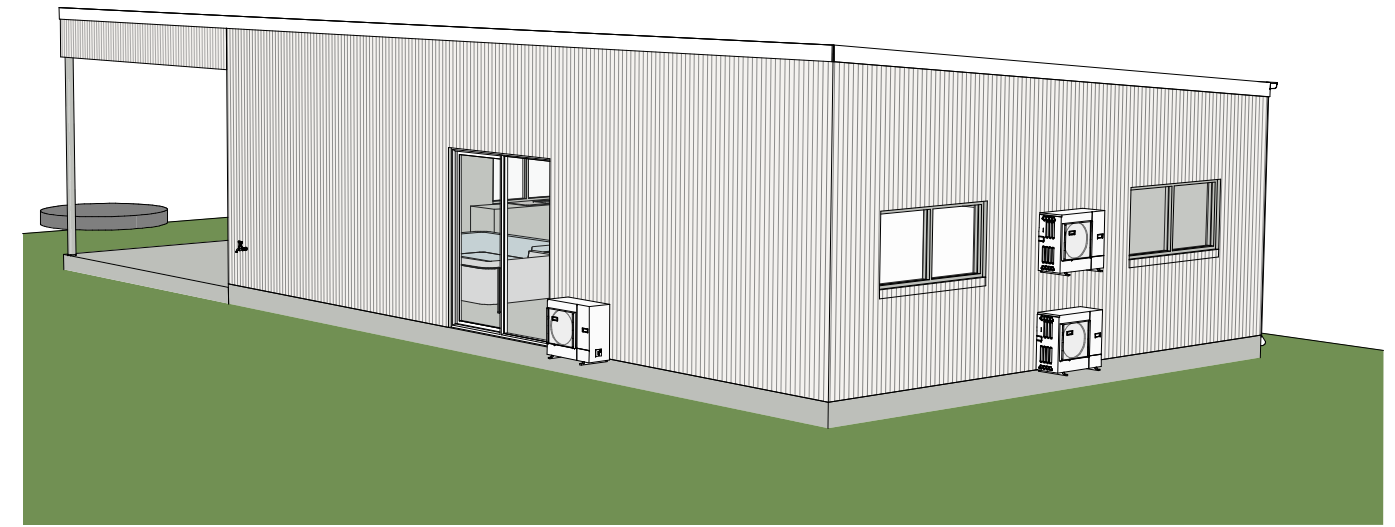
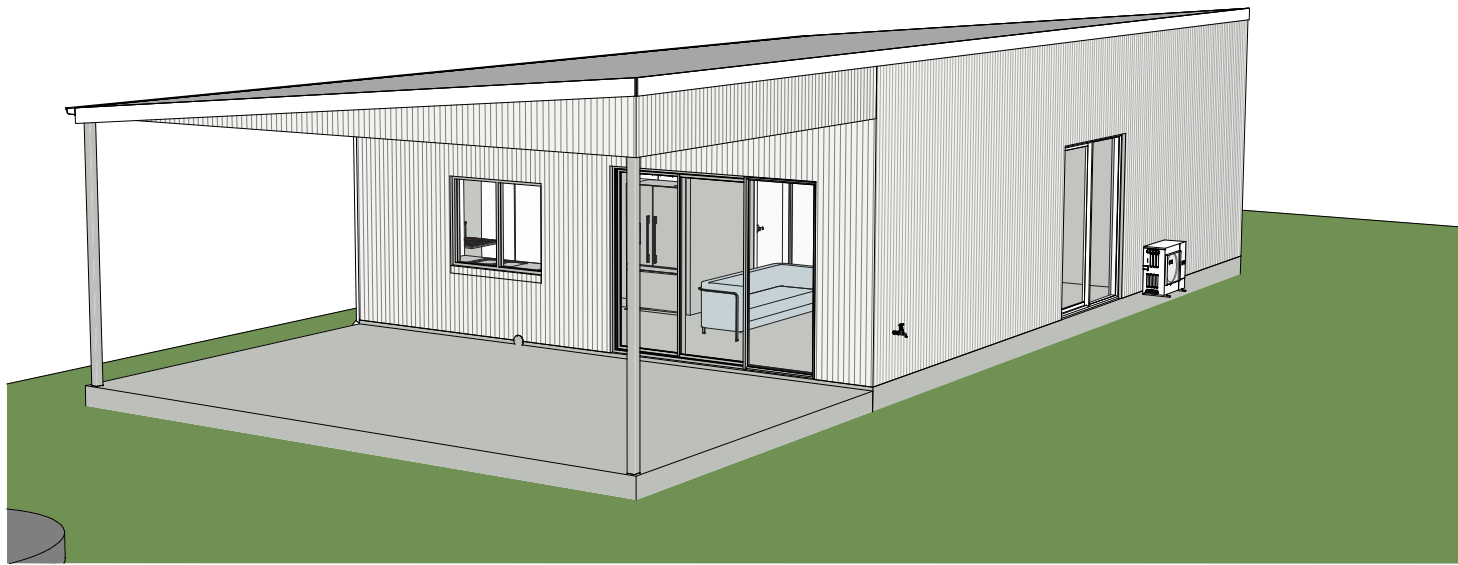
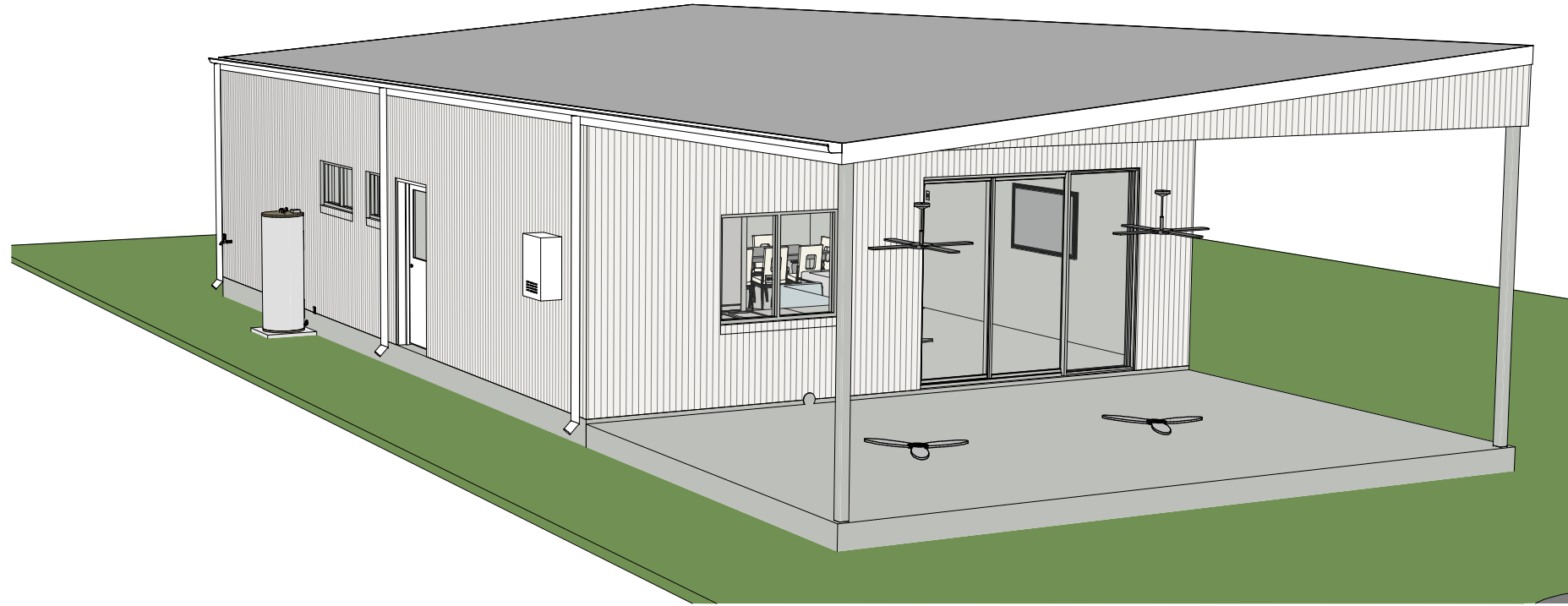
APPENDIX 3

PLANS OF DEVELOPMENT

NEW RESIDENCE

DRAWING SCHEDULE

SHEET NUMBER	SHEET NAME
PP00	COVER PAGE
PP01	SITE PLAN
PP02	FLOOR PLAN
PP03	ELEVATIONS
PP04	ELEVATIONS
PP05	ELECTRICAL PLAN



QBCC Lic No: 15184295
 m: 0439 727 995
 e: carrara.drafting@outlook.com

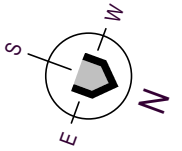
25012
 224 PAVIA DRIVE,
 NOME - CLEVELAND PALMS ESTATE

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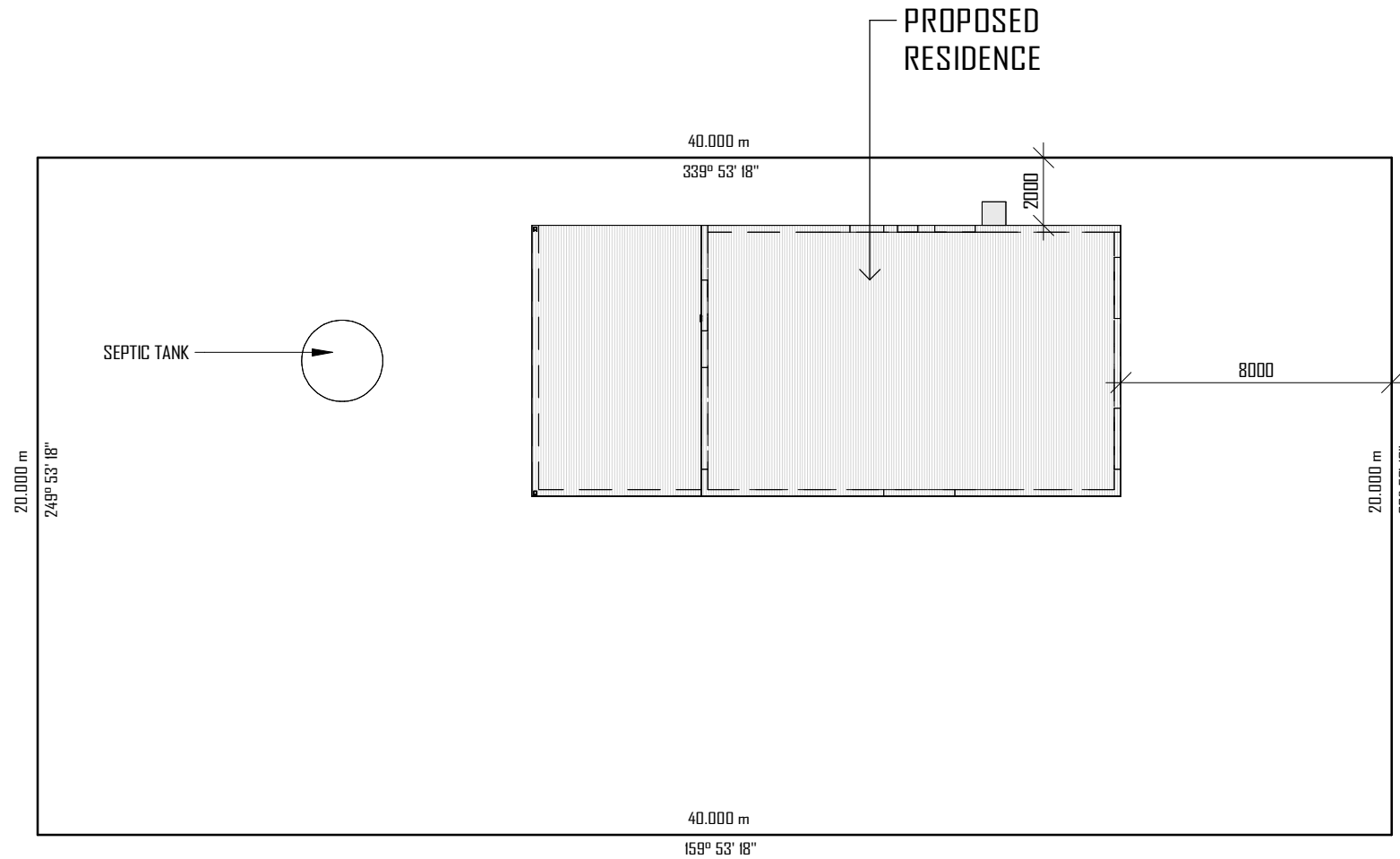
Version: 1, Version Date: 27/03/2026

PROPERTY DESCRIPTION

LOT
SP
AREA 800 m²



WIND CATEGORY C2
SOIL CATEGORY S



SITE PLAN LEGEND	
LABEL	DESCRIPTION
F.L	FASCIA LINE
OP	OUTERMOST PROJECTION
SP	STORMWATER PIT
WM	LOCATION OF WATER METER
TP	LOCATION OF TELSTRA PIT
COMMS	LOCATION OF COMMUNICATION PIT
FH	LOCATION OF FIRE HYDRANT
SV	LOCATION OF STORMWATER VALVE
EB	LOCATION OF ERGON BOX
LB	LOCATION OF LETTERBOX
MH	LOCATION OF COUNCIL SEWER MANHOLE
PP	LOCATION OF POWER POLE
LP	LOCATION OF LIGHT POLE
NBN	LOCATION OF NBN PIT
ST	LOCATION OF SEPTIC TANK
T.DEV	LOCATION OF EXISTING TREE BY DEVELOPER



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No.	DESCRIPTION	DATE
1	PRELIMINARY PLANS REV 1	11.12.2025
2	PRELIMINARY PLANS REV 2	29.01.2026

CLIENT
Camo&Co

SITE
224 PAVIA DRIVE,
NOME - CLEVELAND PALMS ESTATE

DATE	TITLE	WIND
29.01.2026	SITE PLAN	C2
SCALE	DRAWN BY	JOB
1:200	A. CARRARA	25012
		SHEET No.
		PP01

DRAWING LEGEND

MSB	MAIN SWITCH BOARD
TAP	EXTERNAL BRASS HOSE TAP
dp	90DIA. ROUND PVC DOWNPIPE
M/H	600x600 CEILING MAN HOLE
ft	1900 HIGH FRIDGE TAP.
JOIN	AS PER CABINETMAKER PLANS
TR	TOWEL RAIL

GENERAL NOTES

CARPENTER TO PROVIDE NOGGIN TO LOCATION OF FIXTURES ON WALL. REFER TO LAYOUTS FOR LOCATION.

DO NOT POUR SLAB UNTIL POWER & WATER HAS BEEN LAID UNDER SLAB TO ISLAND BENCH IN KITCHEN.

WRITTEN DIMENSIONS TO TAKE PRECEDENCE - DO NOT SCALE!

SPLASHPADS

300x300 SPLASHPAD PAVER UNDER ALL DOWNPIPES. UNO.

ROOF / TRUSS LAYOUT

REFER TO CONTRACTED TRUSS MANUFACTURERS REPORT TO CONFIRM TRUSS CONFIGURATION & TIE-DOWNS.

INTERNAL DOORS

INTERNAL DOORS: 2040H THROUGHOUT.

PROVIDE REMOVABLE HINGES TO W.C.DOORSTHAT OPEN INTERNALLY

JOINERY

ALL JOINERY IS INDICATIVE ONLY AND SHOULD BE CONFIRMED WITH CABINETMAKER PLANS / SPECIFICATIONS

INSULATION

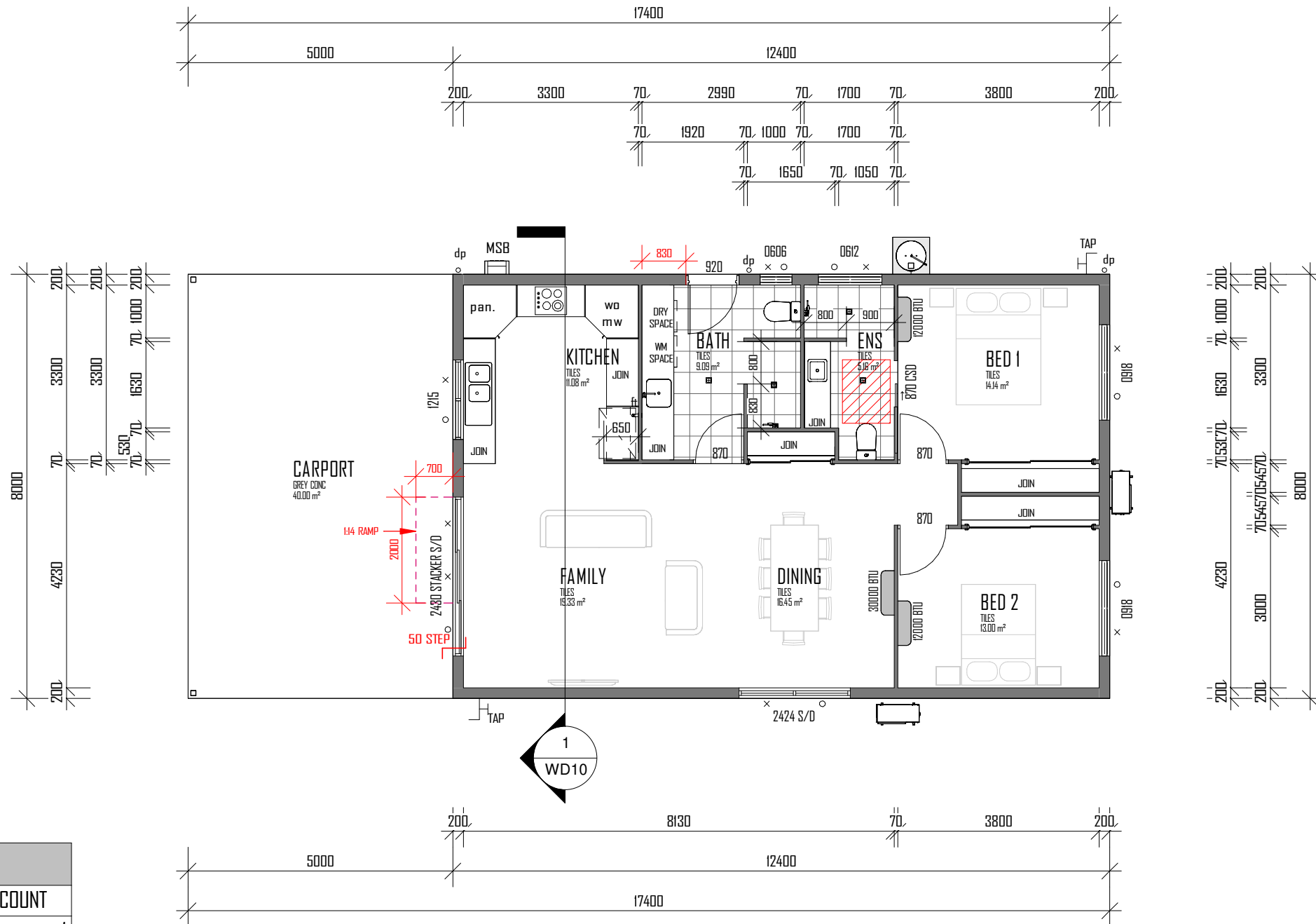
R3.0 INSULATION BATTS ON CEILING BETWEEN ROOF TRUSSES.

AREAS

NAME	AREA
LIVING	99.20 m ²
Grand total	99.20 m ²

WINDOW SCHEDULE

FAMILY	TYPE	HEIGHT	WIDTH	COUNT
Sliding Door X-0	2424 S/D	2400.00	2400.00	1
Sliding Window X-0	0606	600.00	600.00	1
Sliding Window X-0	0612	600.00	1200.00	1
Sliding Window X-0	0918	900.00	1800.00	2
Sliding Window X-0	1215	1200.00	1500.00	1
Stacker Door XX-0	2430 STACKER S/D	2400.00	3000.00	1



7



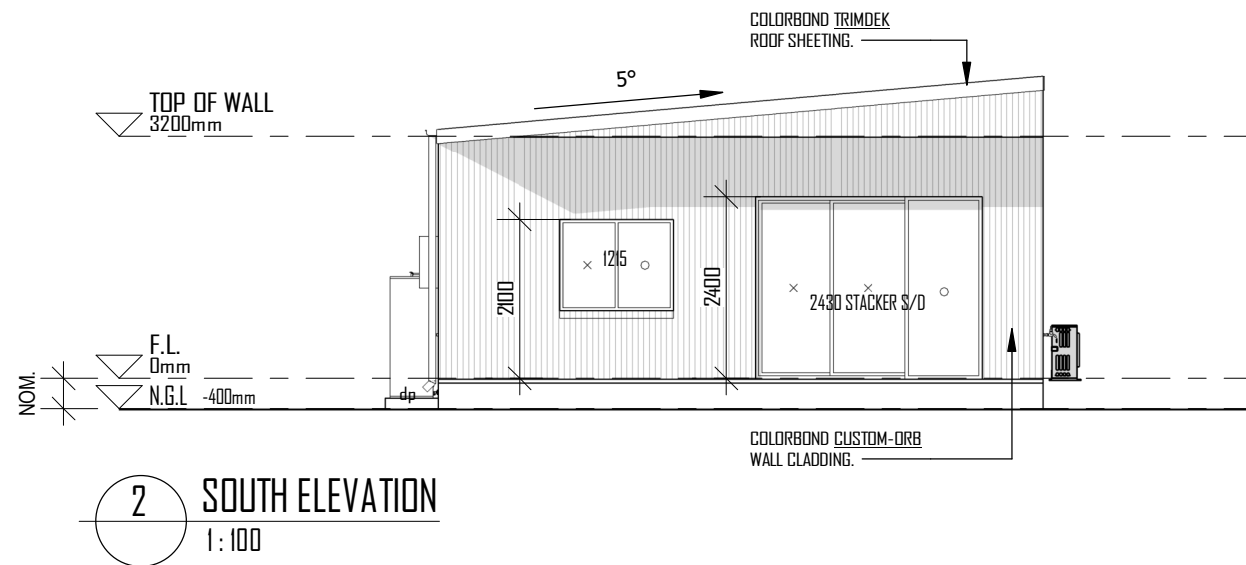
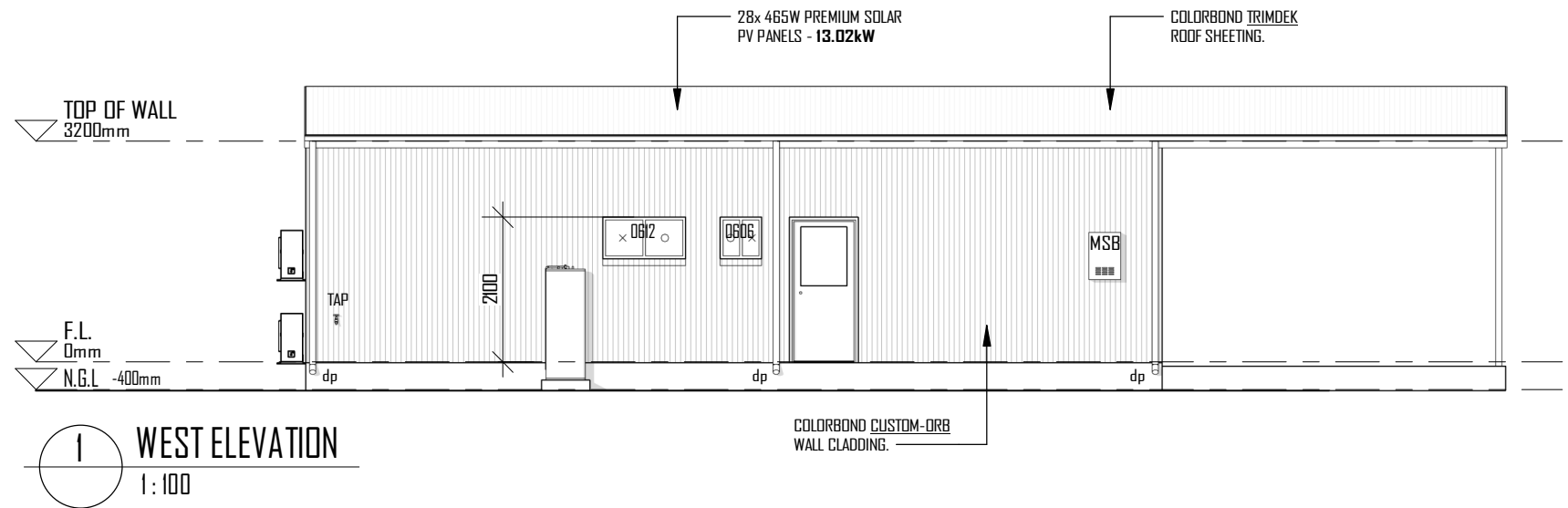
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2	PRELIMINARY PLANS REV 2	29.01.2026

CLIENT
 Camo&Co

SITE
 224 PAVIA DRIVE,
 NOME - CLEVELAND PALMS ESTATE

DATE	TITLE	WIND	
29.01.2026	FLOOR PLAN	C2	
SCALE	DRAWN BY	JOB	SHEET No.
1:100	A. CARRARA	25012	PP02



GENERAL NOTES

GROUND LINE SHOWN ON ELEVATIONS DOES NOT RELATE TO ACTUAL SLOPE OF SITE TRUE LEVELS SHOULD BE CONFIRMED ON SITE.

WALL FINISHES AND WINDOW TYPES ARE INDICATIVE ONLY AND ARE NOT PRESCRIPTIVE. REFER TO BUILDERS SPECIFICATIONS FOR DETAILS.

FURNITURE AND FIXTURES ARE INDICATIVE ONLY AND ARE NOT PRESCRIPTIVE.

ELEVATIONS ARE INTENDED TO BE A VISUAL AID ONLY. THEY ARE NOT PRESCRIPTIVE BUT INDICATIVE ONLY. THE IMAGES ARE NOT TO BE RELIED UPON IN ANY WAY FOR FINAL CONSTRUCTION FINISHES AND RESULTS.

PLACEMENT OF SERVICES ARE INDICATIVE ONLY AND SHOULD BE INSTALLED TO MANUFACTURERS SPECIFICATION.

ALL HEIGHTS ARE TAKEN FROM MAIN FLOOR SLAB, UNLESS NOTED OTHERWISE.

WRITTEN DIMENSIONS TO TAKE PRECEDENCE
- **DO NOT SCALE!**

SPLASHPADS

300x300 SPLASHPAD PAVER UNDER ALL DOWNPIPES, UNO.



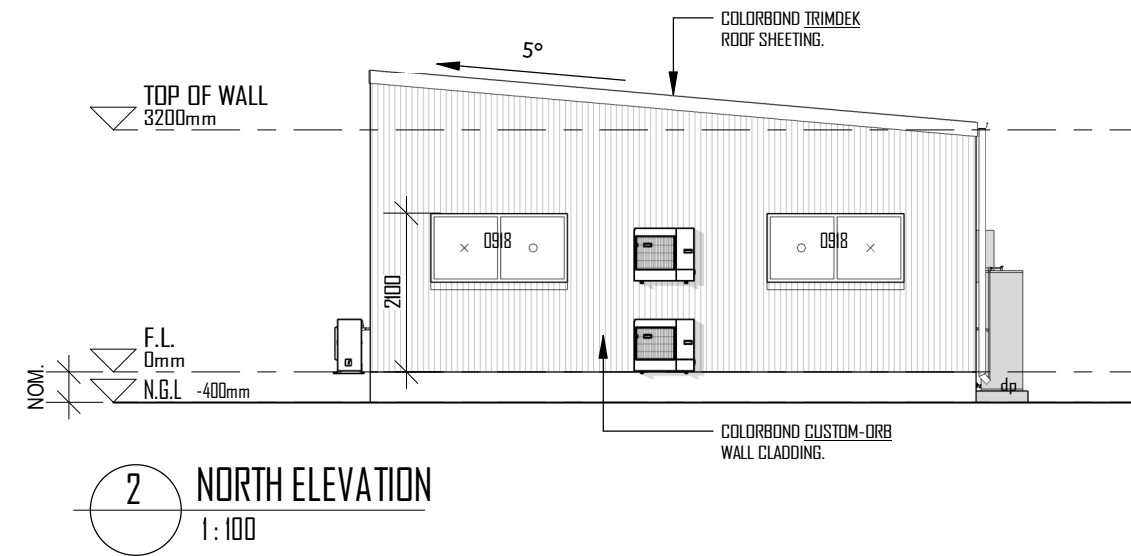
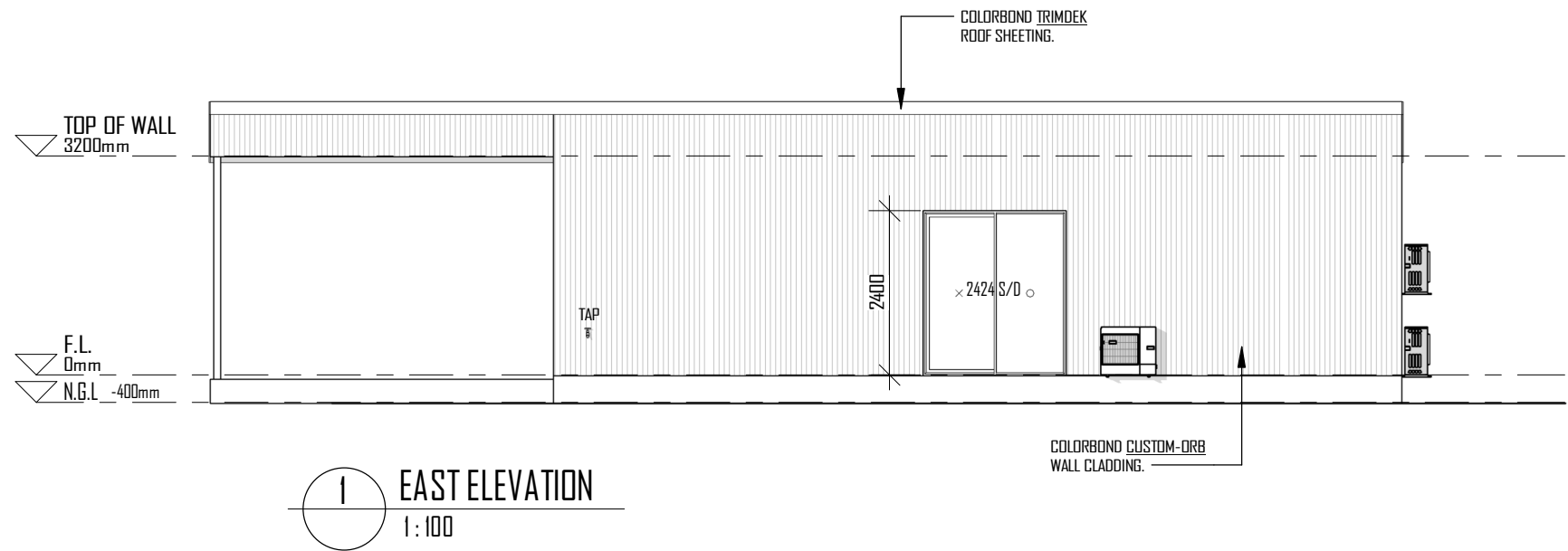
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2	PRELIMINARY PLANS REV 2	29.01.2026

CLIENT
Camo&Co

SITE
224 PAVIA DRIVE,
NOME - CLEVELAND PALMS ESTATE

DATE	TITLE	WIND
29.01.2026	ELEVATIONS	C2
SCALE	DRAWN BY	JOB
1:100	A. CARRARA	25012
SHEET No.		
PP03		



GENERAL NOTES

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SPLASHPADS

300x300 SPLASHPAD PAVER UNDER ALL DOWNPIPES, UNO.



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CLIENT

Camo&Co

SITE

224 PAVIA DRIVE,
NOME - CLEVELAND PALMS ESTATE

DATE

29.01.2026

SCALE

1:100

TITLE

ELEVATIONS

DRAWN BY

A. CARRARA

JOB

25012

WIND

C2

SHEET No.

PP04

1 ELECTRICAL PLAN

1:100

LIGHTING FIXTURE SCHEDULE

FAMILY	TYPE	COUNT
Downlight LED	LED	17
Fluorescent Batten Light - Single	LED	3

MECHANICAL EQUIPMENT SCHEDULE

TYPE	DESCRIPTION	COUNT
12000 BTU	Cooling Only	2
30000 BTU	Cooling Only	1

ELECTRICAL SCHEDULE

FAMILY	TYPE	COUNT
Ceiling Fan	1200	6
		6
Double Socket Outlet	300H	8
Double Socket Outlet	1100H	6
Double Socket Outlet	1400H	1
Double Socket Outlet	DRY	1
Double Socket Outlet	DW	1
Double Socket Outlet	WM	1
		18
Exhaust Fan	EF	2
		2
Light Switch	2	1
Light Switch	LS	6
		7
Single Socket Outlet	CT	1
Single Socket Outlet	FR-1900H	1
Single Socket Outlet	HW	1
Single Socket Outlet	MW	1
Single Socket Outlet	RH	1
Single Socket Outlet	WD (HW)	1
		6
Smoke Detector	SD	3
		3
TV Socket Outlet	TV-1400H	1
		1

ELECTRICAL LEGEND

SYMBOL	DESCRIPTION
MSB	MAIN SWITCH BOARD
LED	CEILING LIGHT - CIRCULAR LED OYSTER
LED DOWNLIGHT	D - DENOTES DIMMER W/P - DENOTES WATERPROOF
—	SINGLE LED BATTEN LIGHT
P	PENDANT LIGHT
F	SELECTED FEATURE LIGHT
SPOT LIGHTS - SINGLE OR DOUBLE	S - DENOTES SENSOR
2	LIGHT SWITCH 2 - DENOTES TWO WAY
W	DOUBLE SOCKET OUTLET
W	WEATHER PROOF DOUBLE SOCKET OUTLET
W	DOUBLE SOCKET OUTLET WITH DUAL USB SOCKET OUTLETS
BP	SINGLE SOCKET OUTLET CT - COOKTOP HW - HARD WIRED RH - RANGEHOOD MW - MICROWAVE FR - FRIDGE UNIT FRZ - FREEZER UNIT OV - OVEN W-HWU - WEATHERPROOF POINT, HOT WATER UNIT.
DS	BRUSH PLATE (NOMINATED HEIGHTS) INCL.PULL CORD
DS	SINGLE DATA SOCKET OUTLET
SD	SMOKE DETECTOR - HARD WIRED
EF	EXHAUST FAN
FAN	1200 - 1400 CEILING FAN WHITE - WHITE FAN 316 S/S - 316 STAINLESS STEEL FAN

ELECTRICAL NOTES

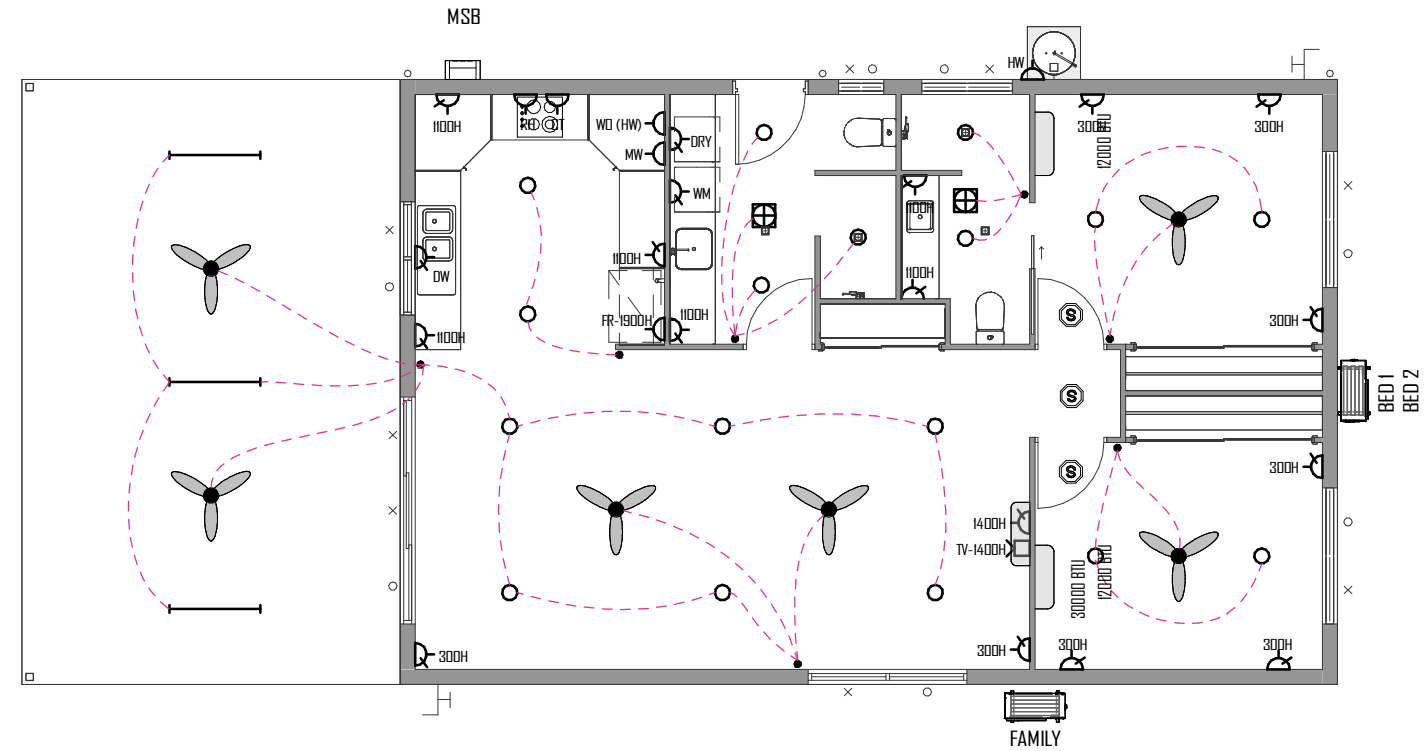
ELECTRICIAN IS TO ENSURE ISLAND BENCH POWER CONDUIT IS INSTALLED BEFORE SLAB IS POURED.

EXHAUST FANS

EXHAUST FANS INSTALLED IN A KITCHEN, BATHROOM, TOILET OR LAUNDRY MUST BE DUCTED TO THE OUTSIDE OR DUCTED INTO A VENTILATED ROOF SPACE.

SMOKE ALARM

SMOKE DETECTORS NEED TO COMPLY TO AS 3786 IN BOTH DESIGN AND MANUFACTURE AND THEIR INSTALLATION. THEY ARE REQUIRED TO BE CONNECTED TO THE MAIN ELECTRICITY SUPPLY WITH A BATTERY BACK-UP. IT IS THE RESPONSIBILITY OF THE BUILDING CONTRACTOR TO ENSURE THE CORRECT TYPE IS INSTALLED AND CERTIFIED AND THAT THE LOCATION CONFORMS TO THE BUILDING CODE.



CARRARA DRAFTING & DESIGN
 ABN: 73 788 8219 113
 128 SUNHAVEN BOULEVARD, BURDELL 4818
 PH: 0439 727 955
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No.	DESCRIPTION	DATE
1	PRELIMINARY PLANS REV 1	11.12.2025
2	PRELIMINARY PLANS REV 2	29.01.2026

CLIENT
 Camo&Co

SITE
 224 PAVIA DRIVE,
 NOME - CLEVELAND PALMS ESTATE

DATE	TITLE	WIND
29.01.2026	ELECTRICAL PLAN	C2
SCALE	DRAWN BY	JOB
1:100	A. CARRARA	25012
SHEET No.		
PP05		

APPENDIX 4

OTHER SUPPORTING INFORMATION

AGREEMENT TO TRANSFER A LEASE

This Agreement is made between the Assignor and the Assignee. The Assignor assigns and the Assignee accepts such assignment subject to the conditions in this Agreement and the payment of the Consideration.

This Agreement comprises:

- (a) the Items Schedule;
- (b) the conditions;
- (c) any special Conditions
- (d) a copy of the lease which is the subject of this Agreement.

If there is any discrepancy between a part of this Agreement and any other part, the following descending order of precedence of the parts shall apply to resolve the discrepancy or inconsistency:

- (a) the copy of the lease;
- (b) Special conditions (if any);
- (c) Items Schedule;
- (d) Conditions.

Unless inconsistent with the content or the subject matter:

- (a) "Consideration" means the Consideration referred to in the Items Schedule.
- (b) "Items Schedule" means the schedule called Items Schedule in this Agreement;
- (c) "Lease" means the copy of the lease attached as Annexure A to this Agreement;
- (d) "Special Conditions" means any written conditions endorsed on or annexed to this form.

The Assignee acknowledges having received a copy of the Conditions and the Lease at the time of signing this Agreement. The Assignee understands the nature and effect of the documents.

SCHEDULE

Date this 25th day of July 2024.

- Item 1. **Estate Agent:** Marabou Asset Managers Pty Ltd trading as Gerard Black Boutique Realty.
Ph: 0426 779 633 Email: gerard@gerardblack.com.au
- Item 2. **Assignor:** Micheal Gordon BELL and Judith Annette BELL
8 McIntyre Street, Mundingburra, QLD, 4812
Ph: 0408 183 167 Email: micheal.bell@bigpond.com
- Item 3. **Assignor's Solicitor:** BELLCO LAW
PO Box 1174, Townsville, QLD, 4810

Phone: 07 4772 2188 Email: amin@bellcolaw.com.au
- Item 4. **Assignee:** Neville Wayne GROWDEN and Anne GROWDEN
35 Coral Sea Crescent, Wulguru, QLD, 4811
Ph: 0418 803 934 Email: auzscot@westnet.com.au
- Item 5. **Assignee's Solicitor:** ARTHUR BROWNE AND ASSOCIATES
63 Wills Street, Townsville, QLD, 4810

Phone: 07 4772 2811 Email: mail@arthurbrowne.com.au
- Item 6. **Lessor:** CPPA Ltd.
- Item 7. **Lessor's Solicitor:** Mackey Wales Law
PO BOX 6080, TOWNSVILLE, QLD, 4810
P: 07 4772 6699 E: law@mackeywales.com.au
- Item 8. **Leased Property:** 224 Pavia Drive, Nome (Lot 148) – Vacant Land.
- Item 9. **County:** **Parish:**
- Item 10. **Title Ref of Parent Property:** 21374212
- Item 11. **Term of Lease:**
- Item 12. **Commencement Date:**
- Item 13. **Expiry Date:**
- Item 14. **Consideration:** \$105,000.00 (One hundred and five thousand dollars).
- Item 15. **Deposit:** \$2,475.00 within 3 days of the contract date.
- Item 16. **Included Chattels:** NIL
- Item 17. **Excluded Fixtures:** NIL
- Item 18. **Finance Date:** NIL
- Item 19. **Financier:** N/A
- Item 20. **Inspection Date:** NIL
- Item 21. **Inspectors:** N/A
- Item 22. **Completion Date:** 14 August 2024
- Item 23. **Place for Completion:** Townsville or PEXA.

Initial AG JB

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context or subject matter otherwise require:

- (a) **"Agreement"** means this Agreement (including the Schedules), as it may later be amended or supplemented by the parties in writing;
- (b) **"Agreement Date"** means the date that the last party signs this Agreement being the date inserted on the Schedule;
- (c) **"Australian Dollars"**, "\$" or "AUD\$" means the lawful currency of Australia;
- (d) **"Authorised Representative"** means
 - i. in respect of a party which is a corporation:
 - (1) a company secretary or director or any officer of the corporation whose title or office includes the words "manager" or "director"; or
 - (2) a person acting with the title or in the office of manager or director; and
 - ii. in respect of each party, a solicitor or that party or a person nominated by Notice to the other party as an authorised representative;
- (e) **"Balance Consideration"** means the amount of Consideration after deducting the Deposit and taking into consideration any necessary adjustments in accordance with Clause 2.3.
- (f) **"Business Day"** means a day, not being a Saturday, Sunday or gazetted public holiday, on which banks are open for commercial business at the business day place specified as such in the Schedule and in the place or places where performance of a relevant Obligation is or is required to take place;
- (g) **"Consideration"** means the Consideration referred to in the Item 14.
- (h) **"Claim"** means, in relation to a person, a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained, or immediate, future or contingent;
- (i) **"Lease"** means the lease which is Annexure A to the Agreement.
- (j) **"Notice"** means a written notice, consent, approval, direction, order or other communication;
- (k) **"Notice Address"** means in respect of a party:
 - i. the address or facsimile number specified as such in the Schedule; or
 - ii. where a party gives Notice to all other parties or another address or facsimile number, the last address or facsimile number so notified;
- (l) **"Obligation"** means any legal, equitable, contractual, statutory or other obligation, agreement, covenant, commitment, duty, undertaking or liability;
- (m) **"Outgoings"** means any charges applicable to the Property payable by the Assignor under the Lease including, but not limited to, any general rates and other local authority charges, rent, outgoings and gate maintenance fee;
- (n) **"Property"** means the Leased Property described in Item 8 of the Schedule and includes any improvements and included chattels;
- (o) **"Right"** includes a legal, equitable, contractual, statutory or other right, power, authority, benefit, privilege, remedy, discretion or cause of action;
- (p) **"Term"** means the term of the Lease described in Item 11.
- (q) **"Transfer"** means the assignment and transfer of the Lease from the Assignor to the Assignee.

1.2 Interpretation

In the interpretation of this Agreement, unless the context or subject matter otherwise require:

- (a) singular includes plural and vice versa;
- (b) any gender includes every gender;
- (c) a reference to a person includes corporations, trusts, associations, partnerships, a Government Authority, and other legal entities, and where necessary, include successor bodies;
- (d) references to writing include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English;
- (e) references to signature and signing include due execution of a document by a corporation or other relevant entity;
- (f) references to months mean calendar months;
- (g) references to statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws and ordinances made under those statutes;

- (h) references to sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
- (i) headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of this Agreement;
- (j) where any word or phrase is given a defined meaning, another grammatical form of that word or phrase has a corresponding meaning;
- (k) each paragraph or sub-paragraph in a list is to be read independently from the others in the list;
- (l) a reference to an agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time; and
- (m) a reference to a party includes that party's executors, administrators, substitutes, successors and permitted assigns.

2. TRANSFER CONDITIONS

2.1 Lessor's Consent

- (a) Within 7 days of the date of this Agreement, the Assignor must apply to the Lessor for the Lessor's consent to the Transfer. The Assignee must within 7 days of a written notification promptly provide all assistance and information reasonably required by the Lessor for the giving of such consent.
- (b) The parties acknowledge that the Lessor must only consent to the Transfer if all fees and costs payable under the lease have been paid and all parties (including the Lessor) have entered into a tripartite agreement regarding their respective obligations under the Transfer and the Lease.
- (c) The Assignor agrees to pay the Lessor's legal fees and charges associated with the Transfer whether or not such tax invoice is made out to the Assignee, the Assignor or another person. The parties otherwise agree to pay their own legal fees associated with the Transfer. The Assignee will pay all duties relating to the Transfer incurred under the *Duties Act* and registration fees under the *Land Title Act*.
- (d) The Assignee agrees to be bound by the terms and conditions of the Lease and any other conditions that the Lessor may reasonably impose.
- (e) The Assignee agrees to pay the Balance Consideration to the Assignor on the Completion Date in exchange for the Assignment documents specified in clause 2.5. On the Completion Date, the Assignee must pay the Balance Consideration by Bank cheque as the Assignor directs. Despite any other provision of this Agreement, a reference to a "Bank cheque" in this clause:
 - (i) includes a cheque drawn by a building society or credit union on itself;
 - (ii) does not include a cheque drawn by a building society or credit union on a Bank;
 and the Assignor is not obliged to accept a cheque referred to in clause (e)(i) on the Completion Date.

2.2 Consideration

- (1) **GST**
Unless otherwise specified in this Agreement, the Consideration includes any GST payable on the supply of the Property to the Assignee. The reference to GST in the agreement is the same as any reference to GST in *The New Tax System (Goods and Services) Act*.
- (2) **Deposit**
 - (a) The Assignee must pay the Deposit to the estate agents nominated bank account within three business days of the Agreement. The estate agent will hold the Deposit until a party becomes entitled to it.

- (b) The Assignee will be in default if it:
 - a. does not pay the Deposit when required;
 - b. pays the Deposit by post-dated cheque; or
 - c. pays the Deposit by cheque which is dishonoured on presentation.

2.3 Adjustments to Balance Purchase Price

- (1) The Assignor is liable for Outgoings up to and including the Completion Date. The Assignee is liable for Outgoings after the Completion Date.
- (2) Outgoings for periods including the Completion Date must be adjusted:
 - (a) for those paid, on the amount paid;
 - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
 - (c) for those not assessed:
 - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest assessment (excluding any discount).
- (3) If there are any outstanding liabilities relating to the Leased Property the Assignor must pay the outstanding liabilities before Completion and provide reasonable evidence to the Assignee that the liabilities have been paid.

2.4 Completion - Time and Date

- (1) Completion must occur between 9am and 5pm on the Completion Date.
- (2) If the parties do not agree on where Completion is to occur, it must take place at the office of a solicitor or Financial Institution nominated by the Assignor, or, if the Assignor does not make a nomination, at the land registry office in or nearest to the Assignor's address.

2.5 Documents and Keys at Completion

- (1) In exchange for payment of the Balance Consideration, the Assignor must deliver to the Assignee at Completion:
 - (a) the original lease (if available);
 - (b) assignment of lease executed by the Assignee and Assignor and approved by the Lessor;
 - (c) any instrument of title for the Land required to register the Transfer to the Assignee;
 - (d) keys, codes or devices in the Assignor's possession or control for all locks and security systems on the Property;
 - (e) unstamped Form 1 Transfer signed by the Assignor capable of immediate registration after stamping;
 - (f) any instrument necessary to release any encumbrances (whether registered, unregistered or statutory) over the Leased Property or Included Chattels;
 - (g) copies of the approvals for all structures, alterations and additions to the Leased Property by the Lessor and the Townsville City Council;
 - (h) Form 18 General Consent referred to in special condition 3;
 - (i) the share certificate (if any) for the share referred to in special condition 2;
 - (j) the signed share transfer form referred to in special condition 2 naming the Assignee as the Transferee;
 - (k) any other document the Assignee needs to obtain good title to the share and enable the share to be registered in the name of the Assignee; and
 - (l) any other documents necessary to give effect to this Agreement.
- (2) If the instrument of title for the Property also relates to other land, the Assignor need not deliver it to the Assignee, but the Assignor must make arrangements satisfactory to the Assignee to produce it for registration of the transfer.

2.6 Possession Before Completion

If possession is given before Completion:

- (1) the Assignee must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Assignee revocable at any time and does not:
 - (a) create a relationship of landlord and tenant; or
 - (b) waive the Assignee's rights under this Agreement;
- (3) the Assignee must insure the Property to the Assignor's satisfaction; and
- (4) the Assignee indemnifies the Assignor against any expense or damages incurred by the Assignor as a result of the Assignee's possession of the Property.

2.7 Assignee's Default

- (1) If the Assignee fails to comply with any provision of this Agreement, the Assignor may affirm or terminate this Agreement.
- (2) If the Assignor affirms this Agreement under clause 2.7(1), it may sue the Assignee for:
 - (a) damages;
 - (b) specific performance; or
 - (c) damages and specific performance.
- (3) If the Assignor terminates this Agreement under clause 2.7 (1) , it may do all or any of the following:
 - (a) resume possession of the Property;
 - (b) forfeit the Deposit and interest earned on its investment;
 - (c) sue the Assignee for damages;
 - (d) resell the Property.
- (4) The Assignor may recover from the Assignee as liquidated damages:
 - (a) any deficiency in price on a retransfer; and
 - (b) its expenses connected with this Agreement, any repossession, any failed attempt to resell, and the retransfer;provided the retransfer settles within 2 years of termination of this Agreement. Any profit on a retransfer belongs to the Assignor.
- (5) The Assignor may claim damages for any loss it suffers as a result of the Assignee's default, including its legal costs on a solicitor and own client basis and the cost of any work or expenditure under clause 2.7.
- (6) If the Assignor fails to comply with any provision of this Agreement, the Assignee may affirm or terminate this Agreement. If the Assignee affirms this Agreement, it may sue the Assignor for damages, specific performance or both damages and specific performance. If the Assignee terminates this Agreement then the Assignee can recover the Deposit and sue the Assignor for damages. The Assignee may claim damages for any loss it suffers as a result of the Assignor's default, including its legal costs on a solicitor and own client basis.

2.8 Interest on Late Payments

- (1) Without affecting the Assignor's other rights, if any money payable by the Assignee under this Agreement is not paid when due, the Assignee must pay the Assignor at Completion interest on that money calculated at the 12 % per annum from the due date for payment until payment is made.
- (2) The Assignor may recover that interest from the Assignee as liquidated damages.
- (3) Any judgment for money payable under this Agreement will bear interest from the date of judgment to the date of payment and the provisions of this clause 2.8 apply to calculation of that interest.

3 MEDIATION

- (a) Any dispute under this Agreement, which is not able to be resolved between the parties, will be referred to a Mediator appointed by the Queensland Law Society. The costs of the Mediation will be shared equally between the parties.
- (b) This clause does not limit a parties right to commence Injunctive or other similar relief against each other.

4. FINANCE

- (a) If the "Finance Date" and "Financier" is completed in the Schedule of this Agreement then, this Agreement is conditional on the Assignee obtaining approval of a loan from any bank or building society by the Finance Date on the terms satisfactory to the Assignee. The Assignee must take all reasonable steps to obtain approval.

- (b) The Assignee must give notice to the Assignor that:
 - iii. Approval has not been obtained by the Finance Date and the Assignee terminates the Agreement; or
 - iv. The finance condition has been either satisfied or waived by the Assignee.
- (c) The Assignor may terminate this Agreement by notice to the Assignee if notice is not given under clause 4(b).
- (d) The Assignor's right under clause 4(c) is subject to the Assignee's continuing right to terminate this contract under clause 4(b)(i) or waive the benefit of this clause 4 by giving notice to the Assignor of the waiver.

5. **BUILDING AND PEST INSPECTION REPORTS**

- (a) This Agreement is conditional upon the Assignee obtaining a written building report from a building inspector and a written pest report from a pest inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Assignee. The Assignee must take all reasonable steps to obtain the reports (subject to the right of the Assignee to elect to obtain only one of the reports).
- (b) The Assignee must give notice to the Assignor that:
 - i. A satisfactory inspector's report under clause 5(a) has not been obtained by the Inspection Date and the Assignee terminates this Agreement. The Assignee must act reasonably; or
 - ii. Clause 5(a) has been either satisfied or waived by the Assignee.
- (c) If the Assignee terminates this Agreement and the Assignor asks the Assignee for a copy of the building and pest reports, the Assignee must give a copy of each report to the Assignor without delay.
- (d) The Assignor may terminate this Agreement by notice to the Assignee if the notice is not given under clause 5(b) by 5.00pm on the Inspection Date. This is the Assignor's only remedy for the Assignee's failure to give notice.
- (e) The Assignor's right under clause 5(d) is subject to the Assignee's continuing right to terminate this Agreement under clause 5(b)(i) or waive the benefit of this clause 5 by giving written notice to the Assignor of the waiver.
- (f) If required under the Queensland Building Services Authority Act 1991, an inspector referred to in clause 5(a) must hold a current licence under that Act.
- (g) If the Assignee terminates the Agreement pursuant to this clause, the Deposit must be refunded to the Assignee.

6. **NOTICES**

6.1 **Form of Notices**

Notices given under this Agreement shall be:

- (a) in writing;
- (b) signed by the party giving the Notice or its Authorised Representative; and
- (c) addressed to the Notice Address of the person to whom it is to be given.

6.2 **Method and address for giving Notices**

Notices must be either:

- (a) delivered by hand;
- (b) posted by registered mail; or
- (c) transmitted by facsimile.

6.3 **Time of receipt**

A Notice given to a person in accordance with this Agreement is deemed to have been given and received if:

- (a) delivered, on the day of delivery if delivered before 5.00pm on a Business Day, otherwise on the next Business Day;
- (b) posted by pre-paid security mail or certified mail, on the second day after the day on which the Notice was accepted by the post office from the party sending the Notice; or
- (c) transmitted by facsimile;
- (d) the transmission report states that it was sent in full and without error; and
- (e) no objection is received from the recipient, on the day of transmission if that report states that the transmission was completed before 5.00pm on a Business Day, otherwise the next Business Day.

7. PROPER LAW, JURISDICTION

7.1 Choice of Law

This Agreement is governed by and construed in accordance with the laws of Queensland.

7.2 Jurisdiction

Actions, suits or proceedings relating in any way to this Agreement or documents or dealings contemplated by it, may be instituted, heard and determined in a court of competent jurisdiction in Queensland.

7.3 Submission to jurisdiction

Each party irrevocably submits to the non-exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding.

7.4 Service of process

A party may by Notice appoint another person at a specified address in Queensland to receive service of process in connection with proceedings and process served on that person is taken to be served on the party making the appointment.

8. GENERAL PROVISIONS

8.1 Variations

No variation of this Agreement nor consent to a departure by a party from a provision, shall be of effect unless it is in writing, signed by the parties or (in the case of a waiver) by the party giving it. Any such variation or consent shall be effective only to the extent to or for which it may be made or given.

8.2 Waiver

The non-exercise of or delay in exercising a Right of a party shall not operate as a waiver of that Right, nor does a single exercise of a Right preclude another exercise of it or the exercise of other Rights. A Right may only be waived by Notice, signed by the party (or its Authorised Representative) to be bound by the waiver.

8.3 Further Assurances

Each party to this Agreement shall do all things and sign, execute and deliver all deeds and other documents as may be legally necessary or reasonably required of it by Notice from another party to carry out and give effect to the terms and intentions of this Agreement and to perfect, protect and preserve the Rights of the other parties to this Agreement.

8.4 Liability of Parties

If a party consists of more than one person:

- (a) an Obligation of those parties is a joint Obligation of all of them and a several Obligation of each of them;
- (b) a Right given to those parties is a Right given jointly and severally to each of them, and if exercised by one of them, is deemed to be exercised jointly; and
- (c) a representation, warranty or undertaking made by those parties is made by each of them.

8.5 Counterparts

This Agreement may be signed or executed in a number of counterparts, with the same effect as if the signatures to or execution of each counterpart were on the same instrument.

8.6 Warranty of authority

Each person signing this Agreement:

- (a) as attorney, by so doing, warrants to the other parties that, as at the date of signing, the signatory has not received notice or information of the revocation of the power of attorney appointing that person; and
- (b) as an Authorised Representative, agent or trustee of a party, warrants to the other parties, that, as at the date of signing, the signatory has full authority to execute this Agreement on behalf of that party.

8.7 Severability

This Agreement shall, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect, but if a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable:

- (a) that provision shall, so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation; or
- (b) if the provision or part of it cannot effectively be read down, that provision or part of it shall be deemed to be void and severable and the remaining provisions of this Agreement shall not in any way be affected or impaired and shall continue notwithstanding that illegality, invalidity or unenforceability.

8.8 **Effect of the Agreement**

- (a) This agreement comprises that whole of the agreement between the parties and no earlier representation or agreement, whether oral or in writing, in relation to any matter dealt with in this agreement will have any effect from the date of this Agreement.
- (b) This Agreement may not be varied in any way except with the written consent of all the parties.

8.9 **Time of the Essence**

- (a) In all cases, time shall be of the essence in respect of this Agreement.


8.10 **Suspension of Time**

- (a) This clause 8.10 applies if a party is unable to perform a completion obligation solely as a consequence of a Natural Disaster but does not apply where the inability is attributable to:-
 - (i) damage to, destruction of or diminution in value of the Property or other property of the Assignor or Assignee; or
 - (ii) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an encumbrance, the sale or purchase of another property or otherwise.
- (b) Time for the performance of the parties' Completion Obligations is suspended and ceases to be of the essence of the Agreement and the parties are deemed not to be in breach of their Completion Obligations.
- (c) An Affected Party must take reasonable steps to minimize the effect of the Natural Disaster on its ability to perform its settlement obligations.
- (d) When an Affected Party is no longer prevented from performing its Completion Obligations due to the Natural Disaster, the Affected Party must give the other party a notice of that fact, promptly.
- (e) When the suspension Period ends, whether notice under Clause 8.10(d) has been given or not, either party may give the other party a Notice to Settle.
- (f) A Notice to Settle must be in writing and state:-
 - (i) that the Suspension Period has ended; and
 - (ii) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Completion Date;
 - (iii) that time is of the essence.
- (g) When Notice to Settle is given, time is again of the essence of the contract.
- (h) In this Clause 8.9:-
 - (i) "Affected Party" means a party referred to in Clause 8.10
 - (ii) "Natural Disaster" means a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
 - (iii) "Completion Obligations" means, any of the Assignee or Assignor's obligations under this Agreement.
 - (iv) "Suspension Period" means the period during which the Affected Party (or if both the Assignee and Assignor are Affected Parties, either of them) remains unable to perform a settlement obligation solely as a consequence of a Natural Disaster.

EXECUTED as an agreement.

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Assignee terminates the contract during the statutory cooling-off period. It is recommended the Assignee obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

SIGNED BY the Assignor in the presence of:)



Signature of witness


Gerard Black

Print name of witness



Signature – Micheal Gordon BELL

SIGNED BY the Assignor the presence of:)



Signature of witness


Gerard Black

Print name of witness



Signature – Judith Annette BELL


SIGNED BY the Assignee in the presence of:)



Signature of witness


Gerard Black

Print name of witness



Signature – Neville Wayne GROWDEN

SIGNED BY the Assignee in the presence of:)



Signature of witness

Gerard Black

Print name of witness



Signature – Anne GROWDEN

Special conditions

1. Lease

The Assignee acknowledges that this Agreement is for the purchase of a lease interest in the Leased Property described in Item 8 of the Schedule and the parties agree that the Lease contained in "Annexure A" forms part of this Agreement

2. Share in CPPA Limited

- a) The Parties acknowledge and agree that it is a requirement that the Assignor is a shareholder of CPPA Limited ACN 104 561 560.
- b) The Assignor is the current owner of one (1) share in CPPA Limited ACN 104 561 560, valued at \$1.00;
- c) Notwithstanding anything to the contrary contained in this Contract, the Assignee will on the Completion Date pay to the Assignor, in addition to the Consideration, the amount of \$1.00 for the Assignor's share. The Assignor will, in exchange for this payment, deliver to the Assignee a duly executed share transfer form.

3. Form 18 General Consent

- a) The Contract is subject to and condition upon the Lessor being in a position to provide a Form 18 General Consent on the Completion Date. If the Lessor is not in a position to provide the Form 18 General Consent on the Completion Date all parties agree to extend the Completion Date until a date when the Lessor will be in a position to provide the Form 18 General Consent.



Assignor – Micheal Gordon BELL




Witness



Assignor- Judith Annette BELL



Witness



Assignee – Neville Wayne GROWDEN



Witness



Assignee – Anne GROWDEN



Witness

Annexure A
Copy of Lease

Annexure B
Body corporate Disclosure Statement

Title Reference [21374212]

1. The Lease

This is a Lease by which

- The Lessor as set out in Item 1 of the Form 7 Lease ("THE COMPANY") leases to
 - The Lessee as set out in Item 3 of the Form 7 Lease ("THE TENANT")
- Part of the property known as
- The property description set out in Item 2 of the Form 7 Lease ("CLEVELAND PALMS") the title reference for which is
 - The Title Reference set out in Item 2 of the Form 7 Lease ("the Property Description") the area lease to THE TENANT is
 - The area identified in Item 5 of the Form 7 Lease ("The Leased Area")

2. Lease Term

The Lease is for a term of

- Ninety-nine (99) years ("the Lease Term") commencing on
- The date for commencement set out in Item 6 of the Form 7 Lease ("the Commencement Date") and expiring on
- The expiry date set out in Item 6 of the Form 7 Lease ("the Expiry Date")

3. Community Facility

- a. THE TENANT and THE COMPANY acknowledge that they have entered into this Lease for the purpose of regulating the use of a community fishing and non-permanent residential village.
- b. The parties have agreed that the arrangements set out in this Lease reflect the intentions of the parties and the particular nature of the arrangement.
- c. The parties enter into this Lease in good faith and with a commitment to regulate this arrangement in accordance with this Lease. The parties declare that it is their intention to abide by the spirit and intent of the arrangements set out in this Lease

4. Use of the Leased Area

- a. THE TENANT agrees the Leased Area only is to be used for non-permanent residential purposes or for purposes relating to recreational fishing.
- b. "Non-permanent residential purposes" means that the Leased Area must only be occupied by THE TENANT or THE TENANT's invitees for residential purposes and for a maximum period of two hundred (200) nights in any calendar year and for no more than forty (40) consecutive nights in any calendar year.
- c. THE TENANT must apply to THE COMPANY for permission to establish temporary accommodation on the Leased Area in the form of a caravan or tent or any other form of temporary dwelling. THE COMPANY may refuse or permit temporary accommodation to be established on such conditions as it sees fit.

Title Reference [21374212]

- d. THE TENANT must not carry on any business or commercial activity on the Leased Area

5. Rent

- a. The total rent payable to THE COMPANY under this Lease is the sum of fifty thousand dollars (\$50,000.00).
- b. The rent is not subject to periodic review.
- c. The rent must be paid by THE TENANT in advance.
- d. The rent must be paid within fourteen (14) days of the signing of the Lease and the obtaining of consent from the Townsville City Council.
- e. The rent must be paid by way of bank cheque.
- f. The rent includes GST.
- g. The rent is non-refundable if the Lease is terminated, forfeited or surrendered prior to the Expiry Date.

6. Tenant's right to occupy

- a. If THE TENANT observes and performs the terms and covenants of this Lease, THE TENANT is entitled to peaceably and quietly enjoy the said Leased Area without disturbance, interruption or eviction.
- b. THE COMPANY is the owner of CLEVELAND PALMS and retains a management function over all areas unless this Lease provides otherwise.
- c. THE COMPANY is not liable for the conduct of any other tenant or invitee of any tenant.
- d. THE TENANT acknowledges that THE COMPANY has the authority to make rules and regulations with respect to the use of all common property at CLEVELAND PALMS.
- e. THE TENANT acknowledges that THE COMPANY may appoint a nominee, representative or caretaker from time to time to manage and control CLEVELAND PALMS.
- f. THE TENANT hereby indemnifies and agrees to keep indemnified THE COMPANY from and against all actions, suits, claims, demands, losses, costs, damages and expenses for which THE COMPANY may become liable in respect of any loss or damage to property or death or injury which is caused by or contributed to the use and occupation of the Leased Area or common property by THE TENANT or any invitee.

7. Tenant's Mortgage

THE TENANT may mortgage this Lease to any lender.

8. Local Authority

- a. THE TENANT acknowledges that the local authority is not responsible for the provision of any services, including roadworks, electricity, sewage, refuse removal, or water supply to CLEVELAND PALMS.
- b. This Lease being for a period in excess of five (5) years is subject to the consent of the Townsville City Council.
- c. THE TENANT agrees to be bound by any agreements entered into by THE COMPANY with the Townsville City Council or other local authority including but not limited to an agreement entered into by a previous owner with the Thuringowa City Council.

Title Reference [21374212]

9. The Tenant's obligations

- a. THE TENANT has responsibility for the maintenance and upkeep of the Leased Area in accordance with the terms of this Lease.
- b. THE COMPANY and THE TENANT agree that it is desirable that the Leased Area be maintained, both internally and externally, at a standard which is reflective of village community standards, both generally as to village community standards of amenity, and specifically as to the standards at CLEVELAND PALMS.
- c. Where THE TENANT proposed to carry out any work on the Leased Area:-
 - i. which will significantly change the appearance of the Leased Area; or
 - ii. which involves structural alteration or addition

then THE TENANT must obtain the written consent of THE COMPANY before undertaking such work, such consent will not be unreasonably withheld but will be conditional upon the following:

- A. A full set of the proposed plans being delivered to THE COMPANY for approval;
 - B. All development being assessed and approved in accordance with the provisions of the Integrated Planning Act (as amended);
 - C. Such plans complying with the requirements of the Building Act (if applicable);
 - D. All development both approved and inspected by the Townsville City Council;
 - E. The aggregate floor area of all buildings erected on the Leased Area must not exceed 100 square metres provided that the aggregated floor area of any buildings to be erected on the Leased Area and which are intended for occupation must not be less than 48 square metres and must not exceed 70 square metres and the aggregate area of any habitable rooms, as defined in the Building Act 1975 (as amended) in such buildings must not be less than 30 square metres and must not exceed 50 square metres.
- d. THE TENANT must not do anything which might bring the Leased Area or CLEVELAND PALMS into disrepute and must not use the Leased Area for any immoral, illegal, noisy, offensive or dangerous pursuit;
 - e. THE TENANT must not place any signage on the Leased Area without the signage having been previously approved in writing by THE COMPANY. Any such approval to be determined by THE COMPANY is its absolute discretion;
 - f. THE TENANT must use access roadways and pathways at CLEVELAND PALMS for ingress and egress purposes and must not obstruct such access ways and pathways;
 - g. THE TENANT must dispose of all rubbish or waste products in suitable receptacles and in areas set aside for the purpose;
 - h. THE TENANT may keep domestic animals;
 - i. THE TENANT acknowledges it will comply with all Local Government, State and Federal legislation;
 - j. THE TENANT must not use any method of heating or lighting on the Leased Area other than by the gas or electricity currently supplied without the consent of THE COMPANY;
 - k. THE TENANT must at all times observe and comply with the rules and regulations promulgated by THE COMPANY from time to time for or in relation to the orderly management, maintenance, care and use of the land;

Title Reference [21374212]

- I. THE TENANT must not commence to reside in any building erected on the land until THE TENANT has provided and erected:
 - i. A water tank of not less than 20,000 litres capacity for collection of rain water and connected same to a roof gutter supply;
 - ii. A water tank of not less than 1000 litres with a maximum of 4,500 litres capacity for non-potable water.
- m. THE TENANT must at all times ensure that the water tanks referred to in the preceding sub-clause are maintained in good and working order and condition and replaced or repaired as necessary.
- n. THE TENANT must at all times comply with environmental laws and not undertake any activity which causes or is likely to cause environmental harm at CLEVELAND PALMS.

10. Variations in writing

- a. This Lease contains the terms and conditions which constitutes the entire agreement between THE COMPANY and THE TENANT; and
- b. The terms and conditions of this Lease may be varied only by an instrument in writing signed by or on behalf of both THE COMPANY and THE TENANT.

11. Subletting and Assignment

THE TENANT may assign, transfer or sub-let the Leased Area with the written consent of THE COMPANY. Subject to the provisions of the Property Law Act THE TENANT agrees that such application for consent for an assignment, transfer or sub-lease will not be made unless all fees and costs payable under this Lease have been paid and the proposed new tenant, THE TENANT and THE COMPANY are prepared to enter into a tripartite agreement with respect to their respective obligations under the assignment, transfer or sub-lease.

12. First Right of Refusal

THE COMPANY has advised THE TENANT of its intention to apply to the local authority for a development permit to create a community title scheme at CLEVELAND PALMS. In the event that a community title scheme is created THE COMPANY hereby grants a first right of refusal to THE TENANT to purchase the "Leased Area" on the same terms and conditions which will be made available to other prospective purchasers.

13. Termination of the Lease by THE COMPANY

- a. On the expiry or earlier termination of the Lease Term (including any option or holdover period) THE TENANT will surrender possession of the Leased Area to THE COMPANY, and will leave the Leased Area in good and substantial repair, order and condition, subject to fair wear and tear and having regard to the age of the Leased Area and its condition on the Commencement Date.
- b. THE TENANT will
 - i. ensure that all structures are clean and in a good state of repair;
 - ii. ensure that the grounds and landscaping are in a neat and tidy condition.
- c. If THE TENANT continues to occupy the Leased Area after the Expiry Date, it will do so as a tenant from month to month, and that tenancy can be terminated by no less than one (1) month's notice from one party to the other with effect from the termination date specified in the notice. The terms and conditions of this Lease will apply to the tenancy so far as they may be applicable.
- d. Upon expiry of the Lease Term or the current Lease THE TENANT will be allowed twenty-one (21) days in which to remove THE TENANT's fixtures, fittings and chattels. If THE TENANT fails to remove the fixtures, fittings and chattels within that period of time the fixtures, fittings and chattels shall be deemed abandoned. THE TENANT

Title Reference [21374212]

hereby grants to THE COMPANY an option to purchase any fixtures, fittings and chattels remaining on the Leased Area for the sum of \$1.00.

14. Sale of the unleased areas

THE TENANT acknowledges that THE COMPANY may do all things necessary to facilitate the sale of unleased areas at CLEVELAND PALMS including but not limited to placing signage at CLEVELAND PALMS and allowing inspections of unleased area, common property and community facilities.

15. The Company's Insurance Obligations

a. THE COMPANY must take out and maintain insurance cover which:-

- i. covers the Property and all fixtures and fittings and chattels owned by THE COMPANY;
- ii. includes accidental damage to the Property and all fixtures and fittings owned by THE COMPANY (excluding fixtures on any leased area);
- iii. includes public liability cover in respect of THE COMPANY's exposure in relation to the Property and this Lease for not less than \$100,000.00; and
- iv. is placed with a reputable insurance company.

16. The Tenant's Insurance Obligations

- a. THE TENANT must effect and maintain during the term of this Lease public liability insurance, in respect of its public liability exposure in respect of the Property and this Lease, for not less than \$10,000,000 with a reputable insurance company.
- b. THE TENANT must produce to THE COMPANY when so requested a copy of the relevant insurance policy or certificate of currency and evidence of payment of the current premium.
- c. If THE TENANT elects to not take out insurance cover over fixtures and fittings, goods and chattels on the Leased Area, THE TENANT agrees that it bears the risk associated with not taking insurance cover and it indemnifies THE COMPANY for any loss or damage to such fixtures, fittings and chattels.

17. The Tenant's Payment Obligations

a. THE TENANT will promptly pay and discharge in respect of the Leased Area:

- i. all charges for electricity and gas which may be from time to time imposed or charged and whether for power, heating, air conditioning, lighting or otherwise;
- ii. all electricity or gas meter rentals;
- iii. all rates, taxes, charges, assessments, outgoings and impositions whatsoever imposed by any local authority in respect of the Leased Area.
- iv. all extra cleaning services (if any) payable to the local authority by reason of the use of the demised premises by THE TENANT;
- v. to THE COMPANY, on demand from time to time by THE COMPANY or the solicitor or agent of THE COMPANY, the following amounts throughout the term of this lease:
 - A. the agreed proportion of all local authority rates, taxes and assessments charged or imposed on THE COMPANY in respect of leased areas;

Title Reference [21374212]

- B. to the extent that the same are not included in the preceding sub-clause, all excess water rates ascertained on a pro rata basis if necessary for the period that THE TENANT is in occupation of the Leased Area;
 - C. the agreed proportion of all land taxes or taxes of the nature of a tax on land charged or imposed on THE COMPANY in respect of CLEVELAND PALMS and provided also that if land tax is assessed in respect of CLEVELAND PALMS and any other land held by THE COMPANY land tax for the land shall be deemed to be that portion of each assessment which the valuation of the land used for the computation of tax bears to the total valuation used to compute such assessment.
 - D. The agreed proportion of all expenses incurred by THE COMPANY in respect of the repair and maintenance of the common area and the continued provision of such facilities on the common area and the running of such facilities including but not limited to the following:
 - i. Electricity and security lighting used in the common area;
 - ii. cleaning of the common area and disposal of garbage;
 - iii. repair and maintenance of signs erected for the benefit of THE TENANT and any other lessees of the land;
 - iv. maintenance of gardens and landscaping in the common area;
 - v. maintenance of perimeter fencing and gates;
 - vi. maintenance of roads and pathways;
 - vii. caretaking or security expenses including wages;
 - viii. gate fees.
 - E. The agreed proportion of any other statutory charges;
 - F. The agreed proportion of all insurance premiums and other charges (including stamp duty) for CLEVELAND PALMS
- b. The "agreed proportion" means the apportionment agreed between THE COMPANY and THE TENANT and in the absence of any agreement it will mean 1/320th.

18. Default and Termination

- a. (i) In the event that THE TENANT at any time:
 - 1. fails to duly perform or observe any covenant, term or condition in this Lease (including the covenant to pay rent); and
 - 2. fails to rectify such failure, in the matter provided in clause 18(b), after service by THE COMPANY of a notice in writing specifying the failure to perform or observe and calling for its rectification.

then, unless that failure is waived by THE COMPANY, THE COMPANY may give THE TENANT not less than fourteen (14) days notice in writing that it intends to terminate the Lease.
 - (ii) If THE COMPANY elects to terminate the Lease, neither party will be released from liability for any prior breach of the Lease, and other remedies available in respect of any such breaches will not be prejudiced.
- b. An instance of default may be rectified in the following manner:
- i. in the case of a default rectifiable by the payment of money, if THE TENANT pays the money required to rectify the default within fourteen (14) days of service of THE COMPANY's notice;
 - ii. in the case of a default rectifiable other than by the payment of money, if THE TENANT
 - 1. gives THE COMPANY, within thirty (30) days of service of THE COMPANY's notice, a written undertaking to rectify the default; and

Title Reference [21374212]

2. rectifies the default within a reasonable time of service of THE COMPANY's notice, having regard to the nature and extent of the default, but in any event within ninety (90) days of the date of the undertaking.
- iii. In the case of a default which cannot be rectified, If THE TENANT:
 1. gives THE COMPANY within thirty (30) days of service a written undertaking to pay reasonable compensation for such default, in an amount to be mutually agreed or in the absence of agreement determined in accordance with the provisions of clause 19; and
 2. pays that compensation within thirty (30) days of the amount being agreed or determined.
- c. An instance of default rectified in accordance with these procedures will be deemed to have been waived by THE COMPANY.
- d. If THE TENANT fails to rectify a monetary default, then THE TENANT must pay THE COMPANY interest on the money due computed from the date being thirty (30) days from the date of service of THE COMPANY's notice, at a rate of interest being two per centum (2%) above the National Australia Bank's Commercial Indicator Rate as at that date.

19. Dispute Resolution

- a. THE TENANT must give written notice to THE COMPANY if it maintains that a dispute has arisen under this Lease.
- b. The parties mutually undertake that they will negotiate in the utmost good faith in seeking to resolve any disputes which may arise under this Lease.
- c. If this negotiation process fails to resolve a dispute, then the parties agree that they will, prior to embarking on any formal arbitration or litigation process, consult with a view to dealing with the dispute through an alternative dispute resolution procedure.

20. General Provisions

- a. No waiver

A failure by a party to exercise any right arising under this Lease shall not disentitle that party from exercising any of their rights.

- b. Legal Costs

Legal costs in relation to this Lease will be paid as follows:-

- i. THE TENANT will pay the COMPANY's legal costs in relation to the preparation, execution of this Lease and performance of its obligations under this Lease. This Lease must be registered, and THE TENANT will attend to registration and pay any registration fees. If THE TENANT fails to attend to registration within a reasonable time, THE COMPANY may attend to registration and the registration fee may be required from THE TENANT as a debt owing. THE TENANT will pay any applicable stamp duty;
- ii. all costs of obtaining a mortgagee's consent must be paid by THE TENANT; and
- iii. if a party breaches this Lease it will pay to the other party all reasonable costs and expenses incurred by the other party in relation to the breach of this Lease, and the exercise or attempted exercise of any right, power or remedy in respect of the breach conferred by this Lease.

Title Reference [21374212]

c. Mortgagee's Consent

If the Property is subject to a mortgage which includes a provision to the effect that THE COMPANY must not lease the Property without consent of the mortgagee, then THE COMPANY must obtain the consent of the mortgagee.

d. No merger

None of the terms and condition of this Lease or of any other agreement between the parties, not any act, matter or thing done in relation to this Lease or any other agreement, will operate as a merger of any of the rights and remedies of the parties in or under this Lease or any other agreement, all of which will continue in full force and effect.

e. No partnership

Nothing in this Lease is to be interpreted so as to create a relationship of partnership, principal and agent and/or joint ventures between the parties. The only relationship created is that of Landlord and Tenant.

f. Notices

All notices required to be given under this Lease must be in writing, and may be served on a party by being left at or posted to that party's registered office or principal place of business in the State or Territory in which the Property is located, or in the case of an individual at his principal place of residence. Any notice may be signed by the party giving it, or on behalf of that party by its manager, secretary, other authorised officer or by its solicitors.

g. Good faith

The parties mutually undertake and agree that they will exercise good faith in their dealings with each other in relation to this Lease, and will each use all reasonable endeavours to establish and maintain a cordial commercial relationship during the Lease Term.

h. Severance

All provisions of this Lease shall so far as possible be construed so as not to be invalid, illegal or unenforceable in any respect.

If any provision of this Lease is held by a court or tribunal of competent jurisdiction to be invalid or unenforceable, that provision shall so far as possible be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation of a partial character.

21. Federal, State and Local Laws

The parties expressly agree that:

- a. where there is a Federal, State or Local Government legislation which is binding on THE TENANT and which applies to this Lease; and
- b. that legislation contains provisions which are mandatory for a tenancy of the type contemplated by this Lease; and
- c. those mandatory provisions:

are inconsistent with any of the terms of this Lease; or

SCHEDULE "B"

GUARANTEE & INDEMNITY WHERE THE LESSEE IS A CORPORATION

IN CONSIDERATION of the intending Lessor at the request of
(hereinafter referred to as "the Guarantor") agreeing to enter into this Agreement to Lease to be dated the
day of 20 between CPPA LIMITED A.C.N. 104 561 560 as Lessor and the
Lessee:-

1. The Guarantor hereby guarantees to the Lessor the due and punctual payment of rent and other moneys due and the punctual observance and performance by the Lessee of the covenants and provisions contained or implied under this Agreement of Lease or under the Lease or as a result of the Lessee taking possession or and any holding over extension or renewal thereof and any holding over of any such renewal or extension on the part of the Lessee to be respectively paid observed or performed **AND**
2. The Guarantor will immediately upon demand by the Lessor in the event of default by the Lessee under this Agreement to Lease or under the Lease pay and perform the obligations of the Lessee under this Agreement to Lease or under the Lease and/or any holding over extension or renewal thereof and any holding over of any such renewal or extension or as a result of the Lessee taking possession **AND**
3. The Guarantor also covenants with the Lessor to be liable for and to indemnify and keep indemnified the Lessor against all actions claims suits demands and losses which the Lessor may incur or be liable for as a result of any default act or omission of the Lessee under the terms of this Agreement to Lease or under the Lease or as a result of the Lessee taking possession and/or any holding over or extension or renewal and/or holding over of any such extension or renewal thereof **AND FURTHER** (any rule of law or equity to the contrary notwithstanding)
4. The Guarantor covenants that the guarantee and indemnity hereby given by the Guarantor shall be a continuing guarantee and engagement and that the granting of time, credit, concession or indulgence to the Lessee or the Guarantor or the making of any composition with or the waiver of any breach or default by the Lessee or the neglect or forbearance of the Lessor to enforce the covenants and provisions of this Lease or those of this guarantee and indemnity or the avoidance for any reason whatsoever by statute or otherwise of any payment by or on behalf of the Lessee or the Guarantor to the Lessor or any moratorium or other period staying or suspending by statute or to order of any court or other authority all or any of the Lessor's rights remedies or recourse against the Lessee will not stay suspend release or discharge this guarantee and indemnity, it being the Guarantor's intention that the guarantee and indemnity herein contained shall be unconditional and absolute in any and all circumstances **AND**
5. The Guarantor hereby waives in favour of the Lessor all rights remedies and recourse of the Guarantor against the Lessor the Lessee and any other person estate or assets so far as may be necessary to give effect to anything contained in this guarantee and indemnity.
6. The liability of each Guarantor hereunder shall be joint and several and shall not be affected if the guarantee and indemnity herein contained on the part of another person is void defective or informal.
7. The Lessee includes the Successors, administrators and assigns of the Lessee

SIGNED SEALED AND DELIVERED by)
the Guarantors this day of 20)
in the presence of:)

Solicitor/Justice of the Peace/ Commissioner for Declarations

Site Report No. 03 / 25

224 Pavia Drive, Cleveland Palms. Lot FK on SP102512

INTRODUCTION

E.G.Clark (Designer) has been engaged by Neville Auzscot to prepare an Onsite Sewerage Assessment (OSA) to assess the suitability of installing an AWTS system and trench system to serve the proposed dwelling and Shed, Cleveland Palms.

The property is located in the local government area of Townsville. This OSA addresses the requirements under AS/NZS 1547:2012 for the proposed dwelling on this site.

This document may only be used for the purpose of which it was commissioned and the Terms of engagement for the commission. Unauthorised use of this document in any form whatsoever is prohibited. This document may not be used by any third party.

Under sections 440ZG of the Environmental Protection Act, which relates to depositing prescribed contaminants in waters, it is an offence to deposit or release sewage and sewage residues, whether treated or untreated, and any other matter containing faecal coliforms or faecal streptococci, including for example:

- Solid or liquid waste from an On-site Sewerage facility;
into waters, or a roadside gutter or stormwater drainage, or at another place, and in a way, so that the contaminant could reasonably be expected to wash, blow, fall or otherwise move into waters, a roadside gutter or stormwater drainage.

DESIGN CRITERIA

The design of this On-Site Wastewater system has been based on the following information.

1. Queensland Plumbing & Wastewater code.
2. A.S/NZS 1547: 2012 Onsite Domestic Wastewater Management.
3. Local Authorities policy on On-Site Wastewater Disposal systems.
4. Site Evaluation
5. Soil Test
6. Site plan of the proposed 2 Bedroom Dwelling and Shed.

Onsite Evaluation

Intended water supply source:- Tank supply.

Boundaries:- Clearly Identified.

Waterway located in vicinity of Land application area:- Nil

Bore:- nil.

DESIGN PARAMETERS.

1. Number of Bedrooms - 2
2. Number of people - 3
3. Treatment type – Secondary Advanced
4. Manufacture - TBA
5. Soil Class - 2
9. Soil Permeability- Weakly Structured 3.1
10. Absorption Bed Area - 8 sq. M

CERTIFIED DESIGN.

1. Treatment Type – Aerated Wastewater Treatment System
2. Effluent Type – Secondary Advanced
3. Disposal type – Absorption Trench
4. Disposal area – 8 sq. M

SETBACK DISTANCES.

1. Property Boundary – 2m
2. Building/houses - 10m
3. Bore/well - 10m
4. Pool/play area - 3-15m
5. Inground tank 4-15m

Topography

The designated Land Application area has nil fall.

Land application area calculation

As per AS/NZS 1547:2012 section L4.2 sizing:- Area =Daily Flow Rate / DLR

Land Application Area

Q = design daily flow in L / day	360 L / day (3 X 120 L / Person / day)
DLR = Design Load Rating mm / day	50
W = Width of Dispersal Area (M)	2 m
L = Length of Dispersal Area (M)	4 m
Total Dispersal Area (Sq M)	8 Sq M

Plumbing contractor installing this Onsite Wastewater System Signature

Plumbing Contractor: QBCC No:

Signature:

(Note: Please sign and forward to before commencing work.)

CONSTRUCTION SEQUENCE FOR TRENCHES

1. Mark out area to be used for land application area.
2. Check with the owner prior to excavation for any existing trees, Irrigation systems, services or cables that may interfere with the position of the land application area.
3. Excavate the soil from the disposal area. Consult with the owners for the location of excess soil for the future use or removal.
4. Base of the Absorption Trench must be level to disperse effluent evenly.
5. 90mm slotted pipe on outlet of Distribution pit to disperse effluent evenly.
6. Construct Absorption Trench as per details on plan. (Cross Section Design.)
7. Wrap trench aggregate with geotextile filter cloth then place topsoil as per cross section detail with the domed surface to prevent ponding of rainwater on land application area.
8. 100 mm Inspection Port installed in prominent position of Bed for access.
9. Inspection port capped as per local authority requirements.
10. All excavation in accordance with A.S.3500 Part 2 Figure 3.4.

NOTES

*Surface Vegetation for beds/trenches shall be plants such as grasses and shrubs that tolerate wet conditions and have high evapotranspiration capacity.

*Surface water shall be diverted around the parameter and up slope of the land application area.

*No vehicles to drive over Application Area. (Ride on lawn mower accepted.)

*All work is to be carried out as per AS1547:2012 standards and designer's specification.

*Access to Septic Tank for future maintenance.

* Service and maintenance completed at three to five year intervals as per manufacturer's and local authority specification.

* Topsoil must be non - clay to allow for evaporation action to work successfully.

Summary and recommendations

This report is based on the information provided by the client. If any aspect of the site preparation or proposed construction changes from the original design, the Designer shall be notified so that any amendments can be made. Should soil or environmental conditions encountered on the site differ significantly from those indicated from the soil report, the designer must be notified before proceeding, as modifications to the design may be required.



Design Certificate for On-Site Sewerage Facilities

Plumbing and Drainage Act 2018

Location and property description

Residential address: 224 Pavia Drive,

Suburb: Cleveland Palms State: Qld Post code: 4816

Property description: Lot FK on SP 102512

Design particulars:

Number of bedrooms in the dwelling = 2

Number of equivalent persons = 3

Maximum daily flow for entire facility = 360 Litres / Day

Soil category and/or soil texture = 2

Design loading (DLR) 50

Design irrigation rate (DIR)

With my designer's report/design I have included:

- a) 1 x copy of the floor plan (with bedrooms clearly indicated)
- b) Any other relevant information as listed in the Registered Designer's Report/Design Checklist.

Applicant declaration

I, Edward George Clark, being a registered on-site sewerage designer, do hereby certify that:

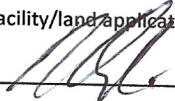
a) The design of the on-site sewerage facility/land application area for the above property has been designed in accordance with:

- » the Plumbing and Drainage Act 2018, and associated Regulations
- » the Queensland Plumbing and Wastewater Code
- » relevant Australian/New Zealand Standards
- » SC6.4.3.10 On-site sewerage facilities (Townsville City Plan)
- » any additional requirements of council; and

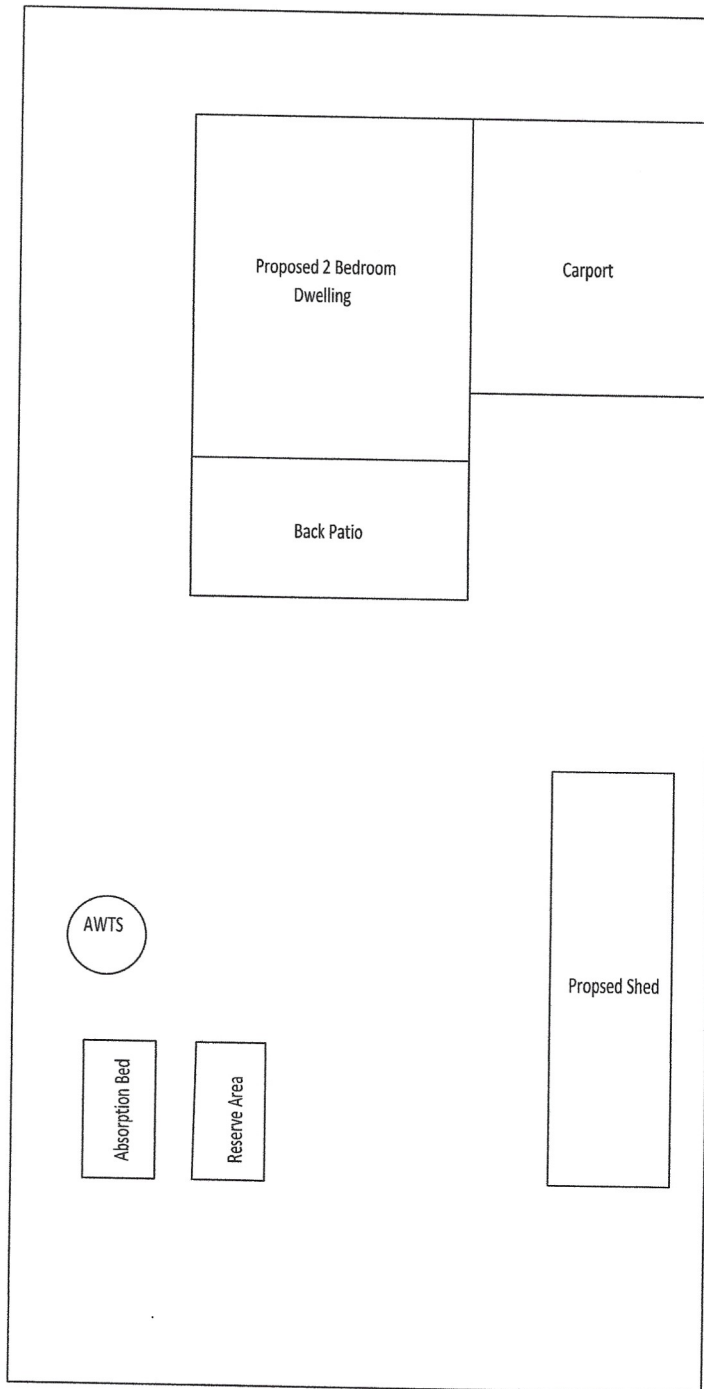
b) I am familiar with the regulatory requirements that are relevant for this design; and

c) I accept professional liability for the interpretation of, conclusions drawn from and recommendations made as a result of this design; and

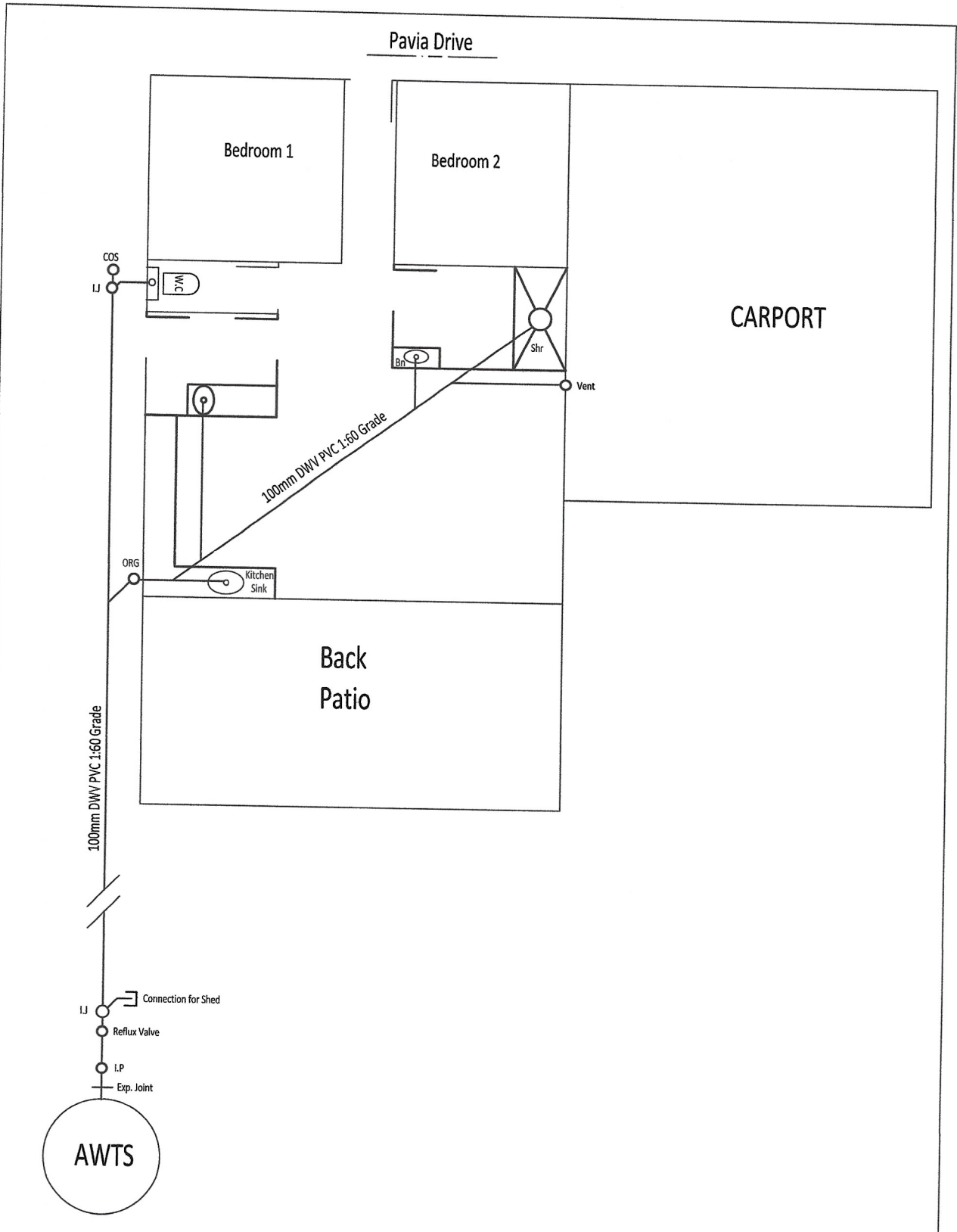
d) The on-site sewerage facility/land application area (as designed) is appropriate for the allotment.

Signature  Date: 12 . 01 . 25

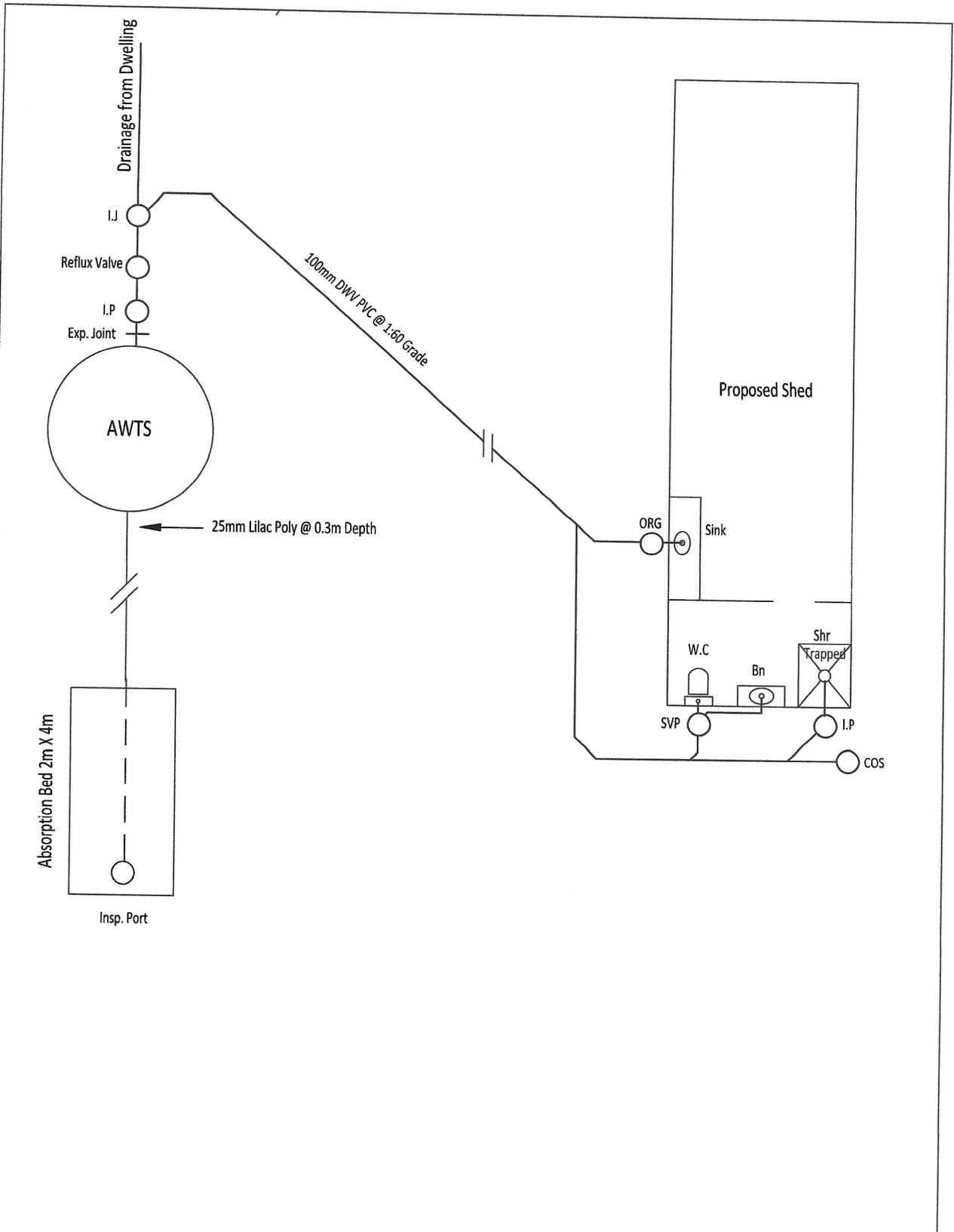
Pavia Drive



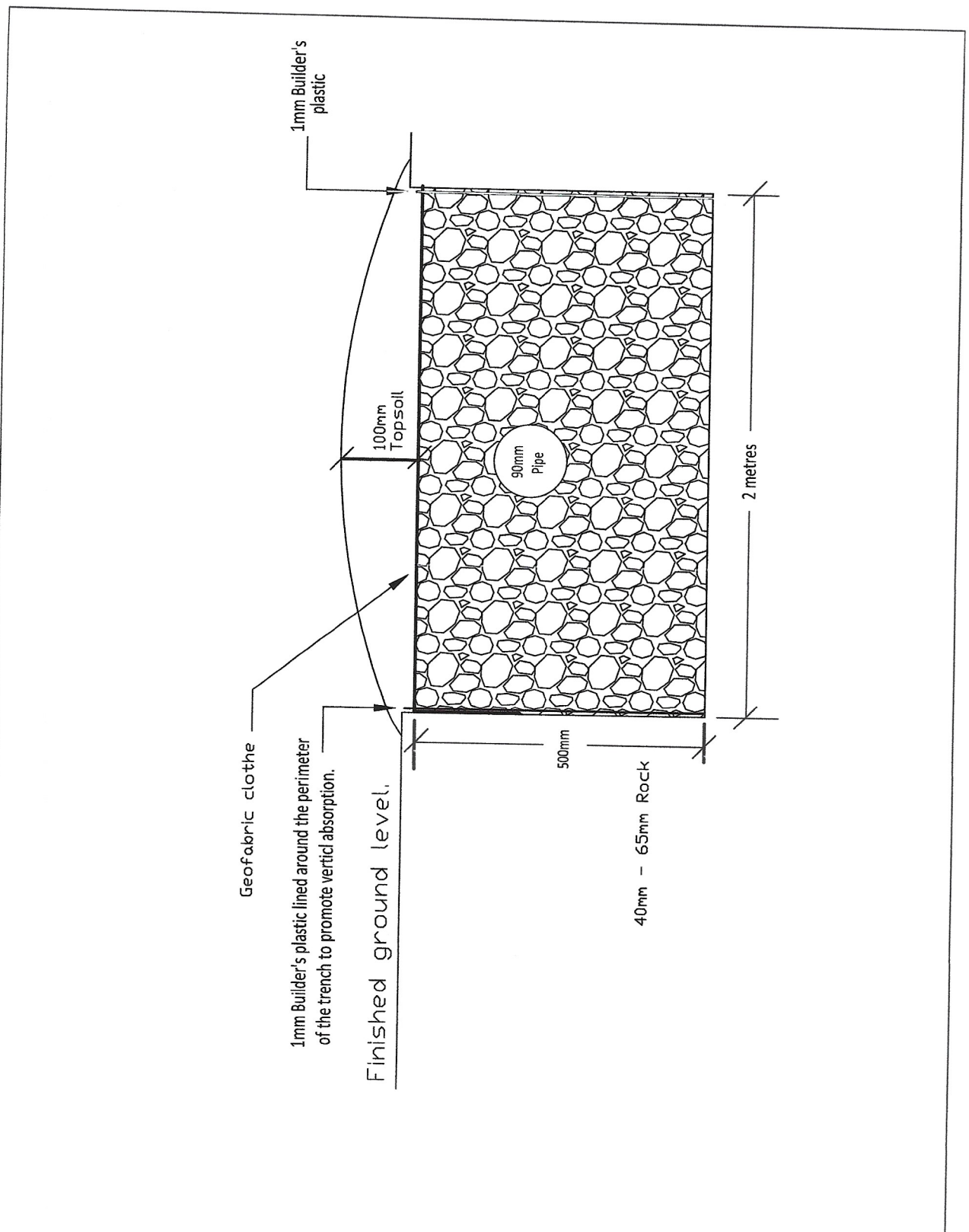
<p>Ted Clark E.G. Clark Holdings Pty.Ltd. P.O. Box 790, Deeragun. Qld. 4818 Phone - 0412 778891 Email - northsidemulch@gmail.com</p>	Project	Site Plan 224 Pavia Drive , Cleveland Palms	PlanNo. 1
	Client	Neville Auzscot	Date drawn 11. 01. 25 Lot FK on SP 102512
			QBBC No. 62111 Scale 1:200 on A4



Ted Clark E.G. Clark Holdings Pty.Ltd. P.O. Box 790, Deeragun, Qld. 4818 Phone - 0412 778891 Email - northsidemulch@gmail.com	Project	Floor Plan 224 Pavia Drive, Cleveland Palms	DWG. No. 03 / 25	PlanNo. 2
	Client	Neville Auzscot	Date drawn 11. 01. 25	Lot FK on SP 102512
			QBBC No. 62111	Scale 1:100 on A4

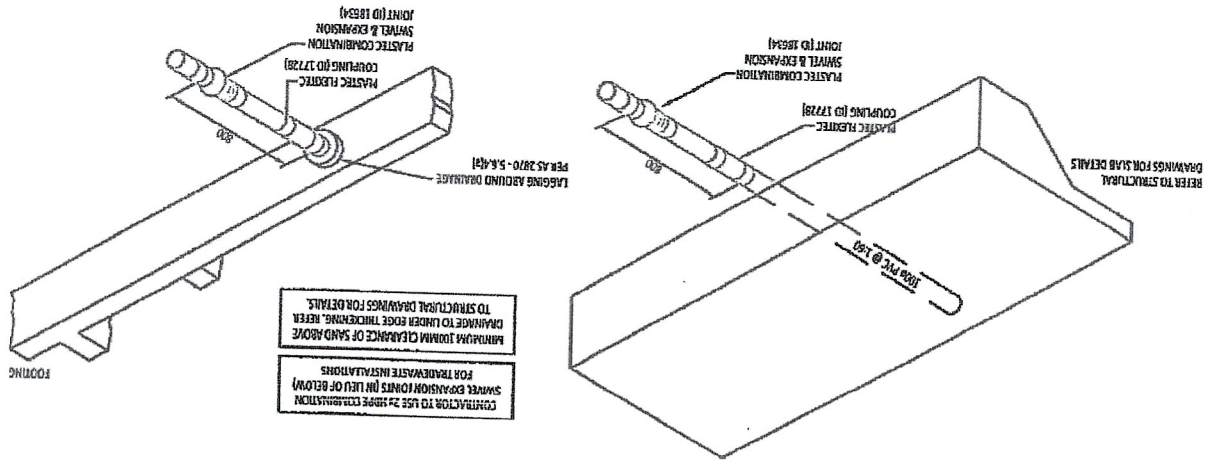


<p>Ted Clark E.G. Clark Holdings Pty.Ltd. P.O. Box 790, Deeragun, Qld. 4818 Phone - 0412 778891 Email - northsidemulch@gmail.com</p>	Project	Onsite Layout of Shed & Absorption Bed 224 Pavia Drive, Cleveland Palms	DWG. No.	03 / 25	PlanNo.	4
	Client	Neville Auzscot	Date drawn	11. 01. 25	Lot FK on	SP 102512
			QBCC No.	62111	Scale	

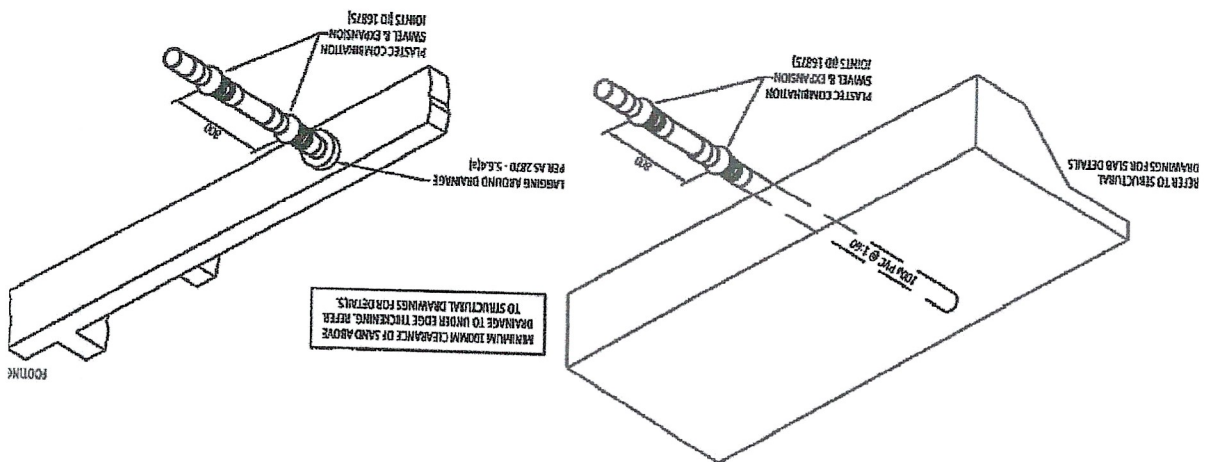


<p>Ted Clark E.G.Clark Holdings Pty.Ltd. P.O. Box 790, Deeragun. Qld. 4818 Phone - 0412 778891 Email - northsidemulch@gmail.com</p>	Project	Cross section of the Absorption Bed 224 Pavia Drive , Cleveland Palms	DWG. No. 03 / 25	PlanNo. 3
	Client	Neville Auzscot	Date drawn 11. 01. 25	Lot FK on SP 102512
				QBCC No. 62111

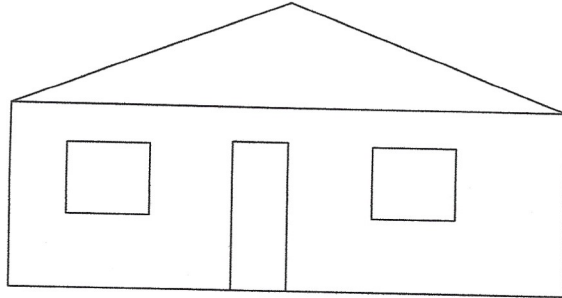
FLEXIBLE CONNECTIONS EXITING SLAB DETAIL (PVC)



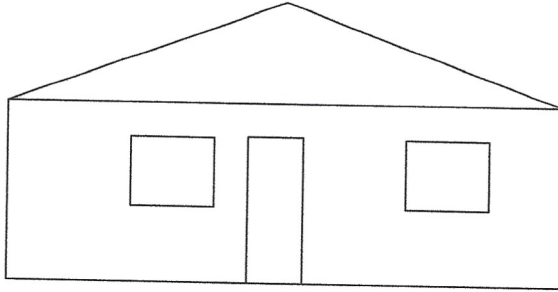
FLEXIBLE CONNECTIONS EXITING SLAB DETAIL (HDPE)



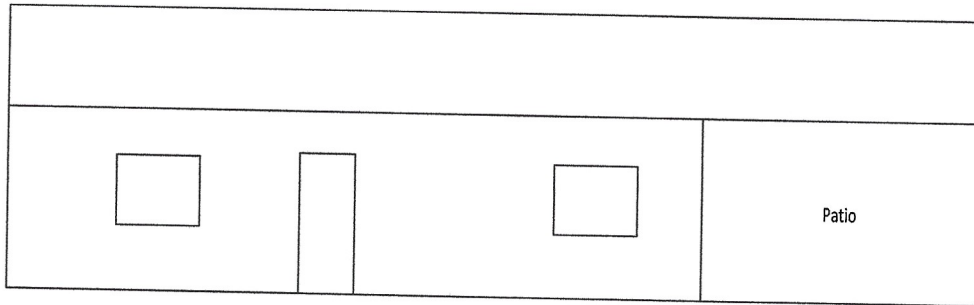
<p>Ted Clark E.G.Clark Holdings Pty.Ltd. P.O. Box 790, Deeragun, Qld. 4818 Phone - 0412 778891 Email - northsidemulch@gmail.com</p>	Project	Articulation diagrams of Drainage as per A.S 3500 224 Pavia Drive , Cleveland Palms	
	Client	Neville Auzscot	
	DWG. No.	03 / 25	PlanNo. 5
	Date drawn	11. 01. 25	Lot FK on SP 102512
QBCC No.	62111	Scale	



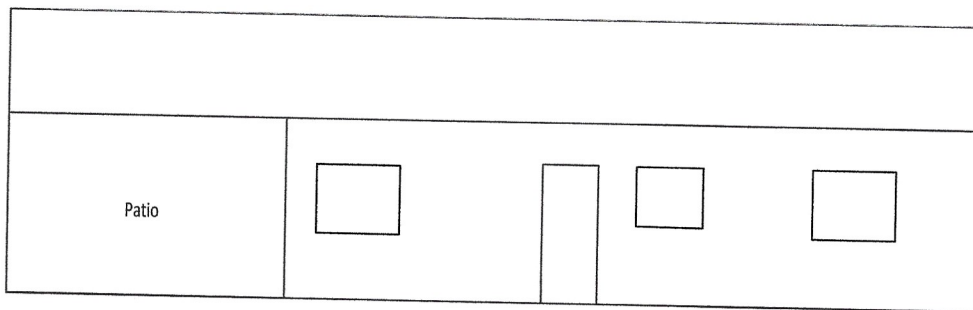
Front Elevation



Back Elevation



Eastern Side Elevation



Western Side Elevation

Ted Clark E.G.Clark Holdings Pty.Ltd. P.O. Box 790, Deeragun, Qld. 4818 Phone - 0412 778891 Email - northsidemulch@gmail.com	Project	Building Elevation Plans 224 Pavia Drive , Cleveland Palms	DWG. No. 03 / 25	PlanNo. 7
	Client	Neville Auzscot	Date drawn 11. 01. 25	Lot FK on SP 102512
			QBCC No. 62111	Scale 1:100 on A4