

Queensland Titles Registry Pty Ltd  
 ABN 23 648 568 101

<b>Title Reference:</b>	<b>51261228</b>	<b>Search Date:</b>	13/03/2026 08:51
<b>Date Title Created:</b>	30/08/2021	<b>Request No:</b>	55394946
<b>Previous Title:</b>	20237054, 20645150, 20650235, 50196740, 51092717, 51261225		

**ESTATE AND LAND**

Estate in Fee Simple  
 LOT 707 SURVEY PLAN 327134  
 Local Government: TOWNSVILLE

**REGISTERED OWNER**

Dealing No: 721104610 17/09/2021  
 CHPF SOUTH BUNBURY PTY LTD A.C.N. 637 758 957

**EASEMENTS, ENCUMBRANCES AND INTERESTS**

- Rights and interests reserved to the Crown by  
 Deed of Grant No. 10153044 (ALLOT 2 SEC 1)  
 Deed of Grant No. 10252067 (SUBN ALLOT 2 SEC 1A)  
 Deed of Grant No. 40012652 (Lot 9 on CP T118290)  
 Deed of Grant No. 40020680 (Lot 706 on SP 112195)
- EASEMENT No 715171485 28/06/2013 at 09:23  
 burdening the land to  
 LOT 706 ON SP253232 OVER EASEMENT B ON SP256064
- MORTGAGE No 721104611 17/09/2021 at 15:47  
 TASOVAC PTY LIMITED A.C.N. 108 013 467
- EASEMENT IN GROSS No 722248677 24/01/2023 at 09:07  
 burdening the land  
 ERGON ENERGY CORPORATION LIMITED A.C.N. 087 646 062  
 over  
 EASEMENT A ON SP338028

**ADMINISTRATIVE ADVICES**

Dealing	Type	Lodgement Date	Status
703471677	HERITGE SITE QUEENSLAND HERITAGE ACT 1992	22/07/1999 16:45	CURRENT

**UNREGISTERED DEALINGS**

NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current Title Search \*\*

The Assessment Manager  
Townsville City Council  
PO Box 1268  
Townsville City QLD 4810

Dear Sir / Madam,

## RE: Owners Consent to the Making of a Development Application under the Planning Act 2016

CHPF South Bunbury Pty Ltd A.C.N 637 758 957 is the registered owner of 37 Ingham Road, West End QLD 4810, formally described as Lot 707 on SP327134.

CHPF South Bunbury Pty Ltd A.C.N 637 758 957 (**the Applicant**) hereby consents to *Urbis Ltd* making a Change Application (Other Change) to an existing Development Approval for Material Change of Use for Hospital (22 Beds), Health Care Services, Shop (Pharmacy) and Food and Drink Outlet and Preliminary Building Works and subsequent minor changes (Council Ref.: M117/0007)(Planning and Environment Court Ref.: 13/18, 176/20 and 155/23) on the abovementioned premises on their behalf.

Yours sincerely,

  
Signature

Jason Huljich

Name

Director

Position (Director)

18/3/2026 | 9:28 AM AEDT

Date

  
Signature

Anna Kovarik

Name

Group CRO and Company Secretary

Position (Director)

18/3/2026 | 3:32 PM AEDT

Date



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

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

Search Team  
PO 1612  
Brisbane QLD 4001

Transaction ID: 51130684      EMR Site Id: 18 March 2026  
Cheque Number:  
Client Reference:

This response relates to a search request received for the site:  
Lot: 707      Plan: SP327134  
37 INGHAM RD  
WEST END

**EMR RESULT**

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

**CLR RESULT**

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

**ADDITIONAL ADVICE**

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

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

If you have any queries in relation to this search please email [emr.clr.registry@detsi.qld.gov.au](mailto:emr.clr.registry@detsi.qld.gov.au)

**Administering Authority**

EASEMENT



715171485

\$152.10  
28/06/2013 09:23

BE 600

Duty Imprint  
Client No: 1251363 Duties Act 2001  
Transaction No: 506-494-269  
Duty Paid \$ NIL  Exempt  
UTI \$ .....  
Date: 27/06/13 Signed: *[Signature]*

<b>1. Grantor</b> THE STATE OF QUEENSLAND (REPRESENTED BY DEPARTMENT OF EDUCATION, TRAINING AND EMPLOYMENT)	<b>Lodger (Name, address, E-mail &amp; phone number)</b> PROJECT SERVICES GPO Box 2906, Brisbane Qld 4001 David.McBurnie@projectservices.qld.gov.au <i>Linda.Woodbridge</i>	<b>Lodger Code</b> 2128B 014B
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<b>2. Description of Easement/Lot on Plan</b> Servient Tenement (burdened land) EASEMENT B in LOT 707 on SP 253232 on SP 256064 *Dominant Tenement (benefited land) # not applicable if easement in gross LOT 706 on SP 253232	<b>County</b> ELPHINSTONE ELPHINSTONE	<b>Parish</b> COONAMBELAH COONAMBELAH	<b>Title Reference</b> 50899798 50899797
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<b>3. Interest being burdened</b> FEE SIMPLE	<b>*4. Interest being benefited</b> FEE SIMPLE # not applicable if easement in gross
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<b>5. Grantee</b> Given names	Surname/Company name and number (include tenancy if more than one)
	THE STATE OF QUEENSLAND (REPRESENTED BY DEPARTMENT OF EDUCATION, TRAINING AND EMPLOYMENT)

<b>6. Consideration</b> \$1.00	<b>7. Purpose of easement</b> STORMWATER
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**8. Grant/Execution**  
The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of the attached schedule.

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

*JP*  
x *Aluems* signature  
Angela Jean Evans full name  
Commissioner for Declarations qualification  
No.5601  
Witnessing Officer

Signed for and on behalf of THE STATE OF QUEENSLAND (REPRESENTED BY DEPARTMENT OF EDUCATION, TRAINING AND EMPLOYMENT) by Vincent Keith White, Director, a duly authorised delegate of the Minister, Department of Education Training and Employment  
Vince White  
Executive Director, Infrastructure Operations  
Department of Education, Training and Employment  
13/6/13 Date: *[Signature]* Grantor's Signature  
Execution Date: *[Signature]*

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)  
*JP*  
x *Aluems* signature  
Angela Jean Evans full name  
Commissioner for Declarations qualification  
No.5601  
Witnessing Officer

Signed for and on behalf of THE STATE OF QUEENSLAND (REPRESENTED BY DEPARTMENT OF EDUCATION, TRAINING AND EMPLOYMENT) by Vincent Keith White, Director, a duly authorised delegate of the Minister, Department of Education Training and Employment  
Vince White  
Executive Director, Infrastructure Operations  
Department of Education, Training and Employment  
13/6/13 Date: *[Signature]* Grantee's Signature  
Execution Date: *[Signature]*

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

Title Reference 50899798 and 50899797

**1. DEFINITIONS AND INTERPRETATION**

**1.1. DEFINITIONS**

In this easement unless the contrary intention appears:-

"**Authorised Users**" includes:-

- (a) the Grantee's, lessees, tenants, licencees and other lawful occupiers of the Dominant Tenement; and
- (b) the customers, visitors, invitees, employees, contractors, workmen and agents of the Grantee and those persons specified in paragraph (a);

"**Council**" means the Townsville City Council;

"**Dominant Tenement**" means the land described as such in Item 2 of the Form 9;

"**Grantee**" includes:-

- (a) the registered owner for the time being of the Dominant Tenement; and
- (b) the executors, administrators, successors in title and assigns of the Grantee;

"**Grantee's Proportion**" is calculated in accordance with the following formula:-

$$\text{Grantee's Proportion} = \frac{\text{the area of the Grantee's land having the benefit of this easement}}{\text{the area of all land having the benefit of an easement for the supply of Stormwater Drainage over the Servient Tenement, including the Grantor's land of which the Servient Tenement forms part}}$$

"**Grantor**" includes:-

- (a) the registered owner for the time being of the Servient Tenement; and
- (b) the executors, administrators, successors in title and assigns of the Grantor;

"**Maintenance Expenses**" means and is limited to the cost of the repair and maintenance of the surface of the Servient Tenement (to enable the supply of Stormwater Drainage) and any Utility Infrastructure which benefits both the Dominant Tenement and the Servient Tenement, but does not include any rates, fire levies or taxes (including land tax) in respect of the Grantor's ownership or insurance premiums or other charges on insurance policies effected by the Grantor;

"**Servient Tenement**" means the land described as such in Item 2 of the Form 9;

"**Stormwater Drainage**" means the right to convey stormwater across and over the Servient Tenement;

"**Utility Infrastructure**" means pipes, open drains (including spoon drains), ducts or plant and equipment by which the Dominant Tenement is supplied with Stormwater Drainage.

**1.2. INTERPRETATION**

1.2.1. In this easement:-

**Title Reference 50899798 and 50899797**

- (a) a reference to a statute includes Orders in Council, Proclamations, Regulations, Rules, By-laws and Ordinances made under the statute and any statute amending, consolidating or replacing the statute;
  - (b) headings have been included for ease of reference and guidance and this easement is to be construed without reference to them;
  - (c) the singular number includes the plural and vice versa;
  - (d) words importing one gender include all other genders;
  - (e) words importing persons include a firm, body corporate, unincorporated association or an authority and vice versa.
- 1.2.2. If a covenant contained in this easement is or becomes invalid or unenforceable, the remaining covenants contained in this easement remain in full force and effect.
- 1.2.3. If the Grantor or Grantee comprise two (2) or more legal entities, the covenants contained in this easement bind each of them jointly and severally.
- 1.2.4. A party which is a trustee is bound both personally and in its capacity as trustee.
- 1.2.5. Where a word or expression is given a particular meaning other parts of speech or grammatical forms of that word or expression have corresponding meanings.
- 1.2.6. The law of Queensland governs this easement.

**2. GRANT OF EASEMENT**

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- 2.1. The Grantor grants to the Grantee for the benefit of the Grantee and the Authorised Users an easement for the supply of Stormwater Drainage to the Dominant Tenement.
- 2.2. The Grantor grants the Grantee for the benefit of the Grantee and the Authorised Users an easement for the full right and liberty to pass and re-pass over the Servient Tenement for the establishment, maintenance and upgrading (which may include, but is not limited to, any upgrade of the Utility Infrastructure (if the Grantee elects to in its sole discretion) so as to increase the drainage capacity of the Stormwater Drainage – i.e. larger pipes, larger open drains or larger plant and equipment) of the Utility Infrastructure.
- 2.3. Before exercising its rights under this easement, the Grantee must give the Grantor at least one (1) weeks' written notice of its intention to enter upon the Servient Tenement. No notice is required in the event of an emergency. The Grantee in exercising its rights under this easement must not unreasonably interfere with the use or enjoyment of the Servient Tenement and must promptly repair any damage caused to the Servient Tenement or any road or driveway constructed on the Servient Tenement.
- 2.4. Any rights existing under this easement must not be exercised in a way that is unreasonable or unreasonably prevents the Grantor or any other person from enjoying the use and occupation of the Servient Tenement.

**3. MAINTENANCE**

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- 3.1. Subject to the Grantee's obligations under clause 2 and except as set out in clause 3.3, the Grantor must:-
- 3.1.1. maintain the Servient Tenement in good repair and condition;
  - 3.1.2. maintain any Utility Infrastructure which benefits both the Dominant Tenement and the Servient Tenement or just the Servient Tenement; and

**Title Reference 50899798 and 50899797**

- 3.1.3. carry out the maintenance required by clauses 3.1.1 and 3.1.2 in a proper and workmanlike manner and so as to cause as little inconvenience as practicable to the Grantee or the Authorised Users.
- 3.2. The Grantee must:-
- 3.2.1. (except as set out in clause 3.3) within fourteen (14) days of written demand (which must be accompanied with evidence of costs in the forms of receipts etc.), pay to the Grantor the Grantee's Proportion of all Maintenance Expenses; and
- 3.2.2. at its cost, maintain any Utility Infrastructure which only benefits the Dominant Tenement.
- 3.3. Each party must at its cost, promptly repair any damage caused to the Servient Tenement or the Utility Infrastructure by that party.
- 3.4. Notwithstanding any other provisions of this easement, the Grantee will not be required to make any contribution or payment whatsoever to the Grantor towards any costs and expenses incurred by the Grantor in upgrading the Utility Infrastructure on the Servient Tenement to allow for the redevelopment of the Servient Tenement by the Grantor or in upgrading the Utility Infrastructure pursuant to any approval granted by the Council to facilitate the redevelopment of the Servient Tenement. All such upgrade costs for the Utility Infrastructure will be payable by the Grantor only.
- 3.5. Notwithstanding any other provisions of this easement, in the event the Grantor fails to carry out the maintenance required by clauses 3.1.1 and 3.1.2 in a proper and workmanlike manner, then the Grantee may (without prejudice to any other rights or entitlements it may have under statute or common law) upon providing the Grantor with one (1) weeks' prior written notice enter upon the Servient Tenement and carry out such maintenance works (at the Grantor's cost) so as to ensure the rights existing under this easement are not diminished. All costs and expenses incurred by the Grantee in exercise of its rights under this clause 3.5 (less the Grantee's Proportion) will be payable by the Grantor and will constitute a debt immediately owing by the Grantor to the Grantee.

**4. OBSTRUCTION**

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Except as set out in clauses 3 and 5, the Grantor must not:-

- 4.1. cause any hindrance or nuisance on the Servient Tenement; or
- 4.2. do anything on the Servient Tenement which might unreasonably obstruct or interfere with the rights of the Grantee and/or the Authorised Users as set out in this easement.

**5. ACKNOWLEDGMENT**

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The Grantee acknowledges that nothing in this easement confers upon the Grantee or the Authorised Users a right of exclusive use of the Servient Tenement. Without limiting the foregoing, the Grantee acknowledges the Grantor:-

- 5.1. will pass and re-pass over the Servient Tenement; and
- 5.2. may establish and maintain infrastructure reasonably necessary for supplying Stormwater Drainage to the remainder of the lot in which the Servient Tenement is located. The Grantor in exercising its rights under this clause must promptly repair any damage caused to the Servient Tenement.

**6. MUTUAL COVENANTS**

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The benefit and burden of this easement pass with and bind the Dominant Tenement and Servient Tenement so as to enure to and bind all persons deriving title to the Dominant Tenement and Servient Tenement from and under the Grantee and Grantor respectively and the Grantor must whenever required by the Grantee or the

**Title Reference 50899798 and 50899797**

Authorised Users do all things and give all assurances as are reasonably required for the proper and effective carrying into effect of the rights conferred under this easement.

**7. APPROVALS AND CONSENTS**

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The Grantor must obtain and maintain all necessary approvals and consents required by the Council for the operation of the Utility Infrastructure on the Servient Tenement (including but not limited to, all necessary approvals and consents for the discharge of stormwater drainage from the Servient Tenement into the relevant road reserve and associated stormwater structure/s).

(PREVIOUSLY 722147524)

WITHDRAWN AND RE-ENTERED 24/01/23

QUEENSLAND TITLES REGISTRY

EASEMENT

FORM 9 Version 4

Page 1 of 3



722248677

\$208.83

\$208.83

24/01/2023 09:07

BE 601

Client No: 4088828 Duty Amount Duties Act 2001  
 Transaction No: 525-522-124  
 Duty Paid \$ 0.00  Exempt  
 UTIS 0.00  
 Date: 13/1/23 Signed: [Signature]

1. **Grantor** **Lodger** (Name, address, E-mail & phone number) **Lodger Code**  
 CHPF South Bunbury Pty Ltd ACN 637 758 957 Geon Property Group Development

2. **Description of Easement/Lot on Plan** **Title Reference**  
 Servient Tenement (burdened land)  
 Easement A on SP 338028 in Lot 707 on SP 327134 **51261228**  
 \*Dominant Tenement (benefited land)  
 # insert "Not applicable" if easement in gross  
 Not applicable **Not applicable**

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

5. **Grantee** Given names Surname/Company name and number (include tenancy if more than one)  
 Ergon Energy Corporation Limited ACN 087 646 062

6. **Consideration** **7. Purpose of easement**  
 \$1.00 **Electricity Supply and Incidental Works**

8. **Grant/Execution**  
 The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of: - ~~\*the attached schedule~~; \*the attached schedule and document no. 710384570; \*document no.  
 \* delete if not applicable

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

CHPF South Bunbury Pty Ltd ACN 637 758 957  
 [Signature]  
 Director  
 [Signature]  
 Director/Company Secretary  
 Grantor's Signature

.....signature  
 .....full name  
 .....qualification

25/10/22  
Execution Date

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

**See Enlarged Panel**  
 .....  
 Grantee's Signature

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

Title Reference 51261228

**8. Grant/Execution**

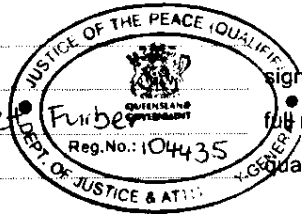
The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of: - ~~the attached schedule~~; \*the attached schedule and-document no. 710384570

\*delete if not applicable

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

Ergon Energy Corporation Limited  
ACN 087 646 062 by its Attorney  
~~Tonia Cole~~ - ~~MANAGER STRATEGY AND~~  
under Power of Attorney ~~REPORTING~~  
No. ~~721231365~~

*A Furber* signature  
*Aimee Margaret Furber* full name  
*JP Qual.* qualification



*7/11/22*  
Execution Date

Grantee's Signature

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

**Title Reference 51261228**

The Grantor and Ergon Energy Corporation Limited ACN 087 646 062 (Grantee) agree that the Standard Terms Document (Dealing No. 710384570) is amended for the purposes of this Easement by the inclusion of the following clause:

"9. *Limitation of Liability*

9.1 *While the Trust is the Owner of the Easement Land the parties agree that:*

- (1) *the Trustee has entered into this Easement only as trustee of the Trust;*
- (2) *the Trustee can only act in accordance with the terms of this Easement under which it is appointed as the Trust's trustee and is not liable under any circumstances to any party under this Easement except in the case of fraud, negligence or breach of the Trust on the part of the Trustee;*
- (3) *this limitation of the Trustee's liability applies despite any other provision of this Easement and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Easement except in the case of fraud, negligence or breach of the Trust on the part of the Trustee;*
- (4) *the Trustee is not obliged to do or refrain from doing anything under this Easement (including, without limitation, incur any liability) unless the Trustee's liability is limited in the same manner as set out in this clause 9.1;*
- (5) *no attorney, agent, receiver or receiver and manager appointed in accordance with this Easement has authority to act on behalf of the Trustee in a way which exposes the Trustee to any liability; and*
- (6) *if, whether by the express provisions of this Easement or by implication of law, the Trustee makes or is taken to have made any representation or warranty then, except for the representations and warranties that can only be within the Trustee's actual corporate knowledge, those representations and warranties are taken to have been made by the Trust.*

9.2 *In this clause:*

- (1) **Trustee** means *CHPF South Bunbury Pty Ltd ACN 637 758 957; and*
- (2) **Trust** means *the CHPF Hobart Sub Trust."*

1. **Lot on Plan Description** **Title Reference**  
Lot 707 on SP 327134 51261228

2. **Instrument/document being consented to**

Instrument/document type Form 9 Easement  
Dated 25/10/2022  
Names of parties CHPF South Bunbury Pty Ltd ACN 637 758 957 - Grantor  
Ergon Energy Corporation Limited ACN 087 646 062 - Grantee


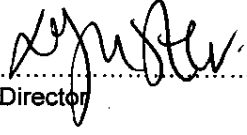
3. **Instrument/document under which consent required**

Instrument/Document type Mortgage  
Dealing No. 721104611  
Name of consenting party Tasovac Pty Limited ACN 108 013 467

4. **Execution by consenting party**

The party identified in item 3 consents to the registration of the instrument/document identified in item 2.

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

Witnessing Officer	Execution Date	Consenting Party's Signature
 .....signature	10/11/2022	Tasovac Pty Limited ACN 108 013 467
Murray Lord .....full name		 LINDA JUSTER
Solicitor .....qualification		Director
		..... <del>Director/Company Secretary</del>

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

**Privacy Statement**

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



Ground Floor, 50 Hudson Rd,  
Albion QLD 4010

P 07 3862 4296  
geonproperty.com.au

18<sup>th</sup> January 2023

Titles Queensland  
Level 7, 259 Queens Street  
Brisbane Qld, 4000

To whom it may concern,

**RE: Dealing Number 722147524 – Requisition Notice**

This letter is to request that you please withdrawal and re-enter the easement to follow the Plan of Survey SP338028.

If there are any further queries please don't hesitate to contact me on the below details.

Kind Regards,

A handwritten signature in black ink, appearing to read "SMG", with a horizontal line extending to the right.

Scott Macgregor  
Development Manager  
Geon Property  
[scott@geonproperty.com.au](mailto:scott@geonproperty.com.au)  
0499 991 819