

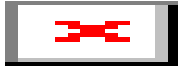
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From: "BNC Planning" <enquire@bncplanning.com.au>
Sent: Wed, 2 Jul 2025 11:38:11 +1000
To: "Development Assessment" <developmentassessment@townsville.qld.gov.au>
Subject: MCU25/0029 -180 Pavia Drive (Private) Cleveland Palms NOME QLD 4816
Attachments: DAS s13 IR Response.pdf, Deed of Consent (signed by lessor and assignor).pdf, Executed Agreement to Transfer a Lease.pdf, Onsite Wastewater Design - 180 Pavia Drive.pdf, Site Plan - Rainwater Tanks.pdf

Please find attached correspondence relating to the above referenced application.

Kind regards,



Office 7 / Ground Floor / 41 Denham Street TOWNSVILLE CITY QLD 4810
PO BOX 5493 TOWNSVILLE QLD 4810 T. (07) 4724 1763 E. enquire@bncplanning.com.au

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BNC Ref. DA060-25
TCC Ref. MCU25/0029

Date >> 2 July 2025

ASSESSMENT MANAGER
TOWNSVILLE CITY COUNCIL
PO BOX 1268
TOWNSVILLE QLD 4810

**RE: APPLICANT RESPONSE TO ASSESSMENT MANAGER INFORMATION REQUEST
MATERIAL CHANGE OF USE DEVELOPMENT APPLICATION – DWELLING HOUSE
180 PAVIA DRIVE (PRIVATE) CLEVELAND PALMS, NOME QLD 4816**

BNC Planning acting on behalf of the applicant submits this response to the *information request* issued by the Townsville City Council as assessment manager in accordance with the Development Assessment Rules. The assessment manager information request is dated 6 June 2025. The requests are associated with a material change of use (Dwelling House) development application over the above referenced premises.

The applicant has responded by providing all of the information requested or has provided a suitable alternative outcome. A detailed response to each item from the notice is provided below.

ASSESSMENT MANAGER – TOWNSVILLE CITY COUNCIL – INFORMATION REQUEST

Request Item 1 – Copy of Lease Agreement

The applicant is requested to provide a copy of the lease arrangement for this lot from the Queensland Titles Office.

Applicant's response

The applicant provides the attached executed Lease Transfer and the Consent to Assignment of Lease.

Request Item 2 – Amended Site Plans

The applicant is requested to detail the private sewerage arrangements on site in accordance with the Development manual planning scheme policy no. SC6.4 - SC6.4.11.2 Water Supply Planning and Design Guidelines, SC6.4.11.4 Sewerage Planning and Design Guidelines and SC6.4.3 Standard Drawings.

Applicant's response

The applicant provides the attached Site Report (Onsite Sewerage) which details the private sewerage arrangements to be provided on site.

Request Item 3 – Provide Details for Water Storage Facilities

The applicant is requested to provide documentation demonstrating the proposed potable water supply for the site in accordance with the Development manual planning scheme policy no. SC6.4 SC6.4.11.2 Water Supply Planning and Design Guidelines and SC6.4.3 Standard Drawings.

Applicant's response

The applicant provides the attached addendum Site Plan, which details the proposed location and size of the required rainwater tanks used as part of the potable water supply on site. Council will have a significant amount of historical detail available on the internal water supply system for the estate, as well as copies of all past MCU development approval for dwellings where this same onsite solution has been approved. This development is proposing the same water supply solution as all other approved dwelling houses within the estate.

Summary

I trust the additional common material included in this response provides sufficient information to allow the assessment of the development application to proceed. Should there be any issues, or should additional information be required, please contact me.

Kind regards,



Sai Santoso-Miller
Planner

Att.



PARTIES

CPPA LIMITED ACN 104 561 560

(Landlord)

AND

ANTONIO GUISEPPE POLGA AND ANDREW JAMES POLGA

(Tenant)

AND

WILLIAM EMANUEL CAMILLERI

(Assignee)

CONSENT TO ASSIGNMENT OF LEASE

**MACKEY WALES LAW
369 FLINDERS STREET
TOWNSVILLE Q 4810
TELEPHONE: (07) 4772 6699
REFERENCE: TAF:SR:250315**

“Premises” means (lot 255)/180 Pavia Drive, Nome and more particularly described as Lot LB on SP102512.

“Tenant’s Obligations” means all express or implied obligations or restrictions (whether positive or negative and whether running with the land or otherwise) of the Tenant under the Lease.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:

- (a) A reference to a gender includes all genders.
- (b) The singular includes the plural and vice versa.
- (c) A reference to a person includes a body corporate, an unincorporated body or other entity and conversely.
- (d) A reference to a clause, annexure or schedule is to a clause of, or annexure or schedule to this Deed.
- (e) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (f) A reference to any party to this Deed or any other Deed or document includes the party’s successors and permitted assigns.
- (g) A reference to any Deed or document is to that Deed or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Deed.
- (h) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.
- (i) A reference to a right or obligation of any 2 or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally.
- (j) A reference to conduct includes any omission and any statement or undertaking, whether or not in writing.
- (k) A reference to writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form.
- (l) Mentioning anything after “include”, “includes” or “including” does not limit what else might be included.
- (m) This document is intended by the parties to take effect as a Deed.

2. LANDLORD’S CONSENT

2.1 Consent to assignment of Lease

The Landlord hereby consents to the assignment of the Lease from the Assignment Date, subject to and conditional upon the following conditions being satisfied to the Landlord's satisfaction on or before the Assignment Date:

- (a) execution of this Deed by the Tenant and Assignee;
- (b) payment of the Landlord's legal costs of consenting to the assignment (on an indemnity basis);
- (c) the Tenant not being in default under the Lease as at the Assignment Date;
- (d) the Lease Costs being paid up to and including the last day of the financial year current as at the Assignment Date and all other outstanding Lease Costs being paid on the Assignment Date;
- (e) the Tenant or Assignee providing the Landlord with a copy of the fully signed Form 1 Transfer of Lease in registrable form;
- (f) the Tenant and Assignee executing a share transfer form on or before the Assignment Date evidencing a transfer of the Tenant's one (1) share held in the Landlord to the Assignee from the Assignment Date;
- (g) the Assignee providing the Landlord with a certificate of currency for public liability insurance over the Premises for an amount no less than \$20,000,000.00 in the name of the Assignee; and
- (h) the Tenant or Assignee providing the Landlord with evidence of Council approval for a septic system on the Premises, or evidence that the approval is in the process of being obtained (unless the Premises is comprised of vacant land).

2.2 Form 18 Consent

Upon satisfaction of all of the conditions precedent set out in Clause 2.1, the Landlord shall execute a Form 18 General Consent to the transfer of the Lease and provide the same to the Assignee, if required.

3. TENANT'S OBLIGATIONS

3.1 No Release of Tenant

Nothing in this Deed in any way releases the Tenant from the performance of his or her respective obligations under the Lease whether arising before or after the Assignment Date or prevents the Landlord from continuing or instituting any proceedings against the Tenant in respect of any matter arising under the Lease.

3.2 Release of Landlord

The Tenant releases the Landlord and its agents, employees and contractors from all claims that the Tenant has, or may have in the future, against the Landlord in respect of or arising from the Lease.

3.3 Transfer of Lease

The Tenant must sign a transfer of the Lease in registrable form to enable the Assignee to attend to registration of the transfer promptly after the Assignment Date. The Tenant or Assignee must provide the Landlord with a copy of the transfer of Lease contemplated in this clause on or before the Assignment Date.

3.4 Share Transfer

The Tenant must sign a share transfer, in a form approved by the Landlord, transferring or selling the Tenant's share/s in the Landlord from the Tenant to the Assignee from the Assignment Date. The Tenant or Assignee must provide the Landlord with a copy of the share transfer contemplated in this clause on or before the Assignment Date.

3.5 Assignee Guarantees Tenant's Obligations under this Deed

The Assignee hereby guarantees to the Landlord the Tenant's performances of the Tenant's obligations under this Deed.

3.6 Landlord's Costs

Notwithstanding Clause 5 of this Deed, the Tenant must pay the Landlord on demand all costs (including legal costs on an indemnity basis) incurred by the Landlord in relation to this Deed and the granting of consent to the assignment of the Lease.

4. ASSIGNEE'S OBLIGATIONS

4.1 Inspection

- (a) Prior to signing this Deed, the Assignee independently inspected and investigated the Premises and determined that the Premises is suitable and satisfactory to the Assignee.
- (b) The Assignee warrants that it has not relied on any express or implied warranty, promise, undertaking or representation made by or on behalf of the Landlord in entering into this Deed.
- (c) Without limiting clause 4.1(b), the Assignee warrants and undertakes to the Landlord that:
 - (i) in entering into this Deed the Assignee has not relied on any representations or warranties about the financial position of the Landlord and the value of the share; and
 - (ii) the Assignee has prior to executing this Deed sought and obtained independent legal and financial advice with respect to the transactions contemplated in this Deed or been afforded the opportunity to obtain such advice.

4.2 Assignee to perform obligations in Lease

From the Assignment Date, the Assignee must:

- (a) pay the rent, fees, levies and all other money payable under the Lease including any contribution to outgoings payable in respect of the Premises and any

interest due on unpaid monies, even if the payment is calculated with reference to a period of time beginning before the Assignment Date;

- (b) perform all the obligations (express or implied) of the Tenant under the Lease as if the Assignee had originally entered into the Lease with the Landlord; and
- (c) pay any membership and other fees payable to CPPA Limited by members of that Company as determined from time to time.

4.3 Assignee to register transfer

The Assignee must:

- (a) stamp and register a Transfer of the Lease from the Tenant to the Assignee with the Queensland Titles Registry Pty Ltd (or its successors) promptly after the Assignment Date.
- (b) provide the Landlord, or the Landlord's solicitor, with a copy of the registration confirmation statement, confirming the Assignee's compliance with clause 4.3(a), within three (3) Business Days of receipt from the Queensland Titles Registry Pty Ltd.
- (c) give the Landlord's solicitors a stamped copy of this document and a stamped signed copy of the deed of assignment of lease between the Tenant and the Assignee in the period of fourteen (14) days after the transfer date.

4.4 Assignee to execute Share Transfer

The Assignee must sign a share transfer, in a form approved by the Landlord, accepting a transfer of the Tenant's share/s in the Landlord from the Tenant to the Assignee from the Assignment Date. The Tenant or Assignee must provide the Landlord with the fully signed original share transfer before the Assignment Date.

4.5 Duty and other costs

The Assignee must pay all duty and registration fees relating to this Deed and any document contemplated by it.

5. LIABILITY FOR EXPENSES

The Tenant and Assignee hereby indemnifies the Landlord and must pay the Landlord on demand (before the Assignment Date) all expenses and costs that the Landlord incurs (on an indemnity basis) in relation to this Deed and the granting of consent to the assignment of the Lease to the Assignee, including but not limited to the Landlord's costs incurred in connection with the following:

- (a) Investigating the Assignee;
- (b) The legal costs (on an indemnity basis) incurred by the Landlord in connection with the negotiation, preparation and stamping of this Deed and transfer of Lease;
- (c) The transactions and instruments that this document contemplates;
- (d) The Landlord's mortgagee's costs of consenting to the transfer of the Lease

- (e) pursuant to the terms of this Deed;
The Landlord's surveyor's costs.

6. POWER OF ATTORNEY

6.1 Appointment

- (a) The Assignee irrevocably appoints the Landlord and each and every one of its directors to be the true and lawful attorney of the Assignee to act at any time after the power to take back possession of the Premises has been exercised.
- (b) The attorney is empowered to:
 - (i) sign and register a surrender or transfer of the lease together with any other documents needed to effect that dealing;
 - (ii) sign and register a withdrawal of any caveat lodged by the Tenant affecting the land on which the premises is situated together with any other documents needed to effect that dealing;
 - (iii) sign any instrument that the Assignee must sign under the lease;
 - (iv) de-register or transfer any trade name incorporating the name of the building that the premises forms part; and
 - (v) sign any other instrument required to complete, stamp, perfect and if appropriate, register any instrument in this clause.

6.2 Attorney may appoint substitutes

Each attorney may appoint and remove substitutes and may delegate its powers (including this power of delegation) and revoke any delegation.

6.3 Assignee must ratify attorney's actions

The Assignee undertakes to ratify and confirm anything the attorney lawfully does and to pay the Landlord's reasonable expenses incurred in exercising the powers under clause 6.1 on demand.

6.4 Assignee's authority

The Assignee authorises the Landlord and its directors and other officers to exercise the rights granted under this power of attorney clause notwithstanding that it may involve a conflict of interest or that the Landlord has a personal interest in the exercise of the power.

6.5 Attorney may use its name or name of Assignee

An attorney may do anything contemplated by this clause in its name, in the name of the Assignee or in the name of both of them.

6.6 When attorney may exercise power

An attorney may only exercise a power under this clause after the Landlord has exercised its power to re-enter or the Landlord has accepted the Assignee's repudiation

of the Lease. A statutory declaration of any officer of the Landlord or of the Landlord's manager will be sufficient proof that the power to re-enter has been exercised or that the Landlord has accepted the Assignee's repudiation of the lease.

6.7 Costs

The Assignee must pay to the Landlord within ten (10) business days of written demand the costs incurred by or on behalf of any attorney in exercising its powers under this clause.

6.8 Registration of Power of Attorney

The Landlord may register this power of attorney with the Queensland Titles Registry Pty Ltd.

7. INDEMNITY

7.1 Each indemnity contained in this Deed is a continuing obligation despite a settlement of account or the occurrence of any other thing that remains fully effective until all money owing, contingently or otherwise, under an indemnity has been paid in full.

7.2 Each indemnity contained in this Deed:

- (a) Is in addition, separate and independent obligation and no one indemnity limits the generality of another indemnity; and
- (b) Survives the termination of this Deed.

8. TRUSTEE PROVISIONS

8.1 Where the Assignee enters into this Deed in the capacity of the trustee of any trust, then the Assignee agrees that it is bound by the terms of this Deed, not only in its capacity as trustee of that trust but also in its own individual capacity.

8.2 Where the Assignee enters into this Deed in the capacity of the trustee of any trust, then the Assignee covenants with the Landlord that it has a right of indemnity against the assets of the trust of which it is the trustee and covenants that it will take no steps to waive, alter or revoke that right of indemnity.

9. GENERAL

9.1 GST

- (a) In this Deed, GST, Input Tax Credit and Taxable Supply have the meanings given in the *A New Tax System (Goods and Services Tax) Act 1999*;
- (b) All payments to be made by the Tenant or Assignee under this Deed are calculated without regard to GST which may be imposed on the Landlord. If any such payment is for a Taxable Supply by the Landlord, the amount of the payment will be increased by the amount of GST imposed on the Taxable Supply in question.
- (c) Despite any other provision of this Deed, if a payment due under this Deed is a reimbursement or indemnification by one party or an expense, loss or liability incurred or to be incurred by another party, the payment shall exclude any part

of the amount to be reimbursed for which that other party can claim an Input Tax Credit.

9.2 Governing Law

This Deed is governed by the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

9.3 Business Day

If the day on or by which a person must do something under this document is not a Business Day then the act must be completed by the next Business Day.

9.4 Notices

Any notice given under this Deed:

- (a) must be in writing addressed to the intended recipient at the address shown in clause 9.4(d) or at the address last notified by the intended recipient to the sender;
- (b) must be signed by a person duly authorised by the sender;
- (c) will be taken to have been given:
 - (i) if delivered – on the day of delivery if delivered before 5:00pm on a Business Day, otherwise on the next Business Day.
 - (ii) if posted by a pre-paid mail - on the third Business Day after posting; or
 - (iii) if transmitted by email - on the day of transmission if transmitted before 5:00pm on a Business Day, otherwise on the next Business Day. Provided that the sender does not receive a failure to deliver notice.

(d) Address for Notices

- (i) Landlord:
 - Landlord: CPPA Limited ACN 104 561 560
 - Address: Level 3/345 Ann Street, Brisbane City QLD 4000
 - Phone: 07 4778 8086
 - Email: admin@clevelandpalms.com.au
- (ii) Tenant
 - Tenant: Antonio Guiseppe Polga and Andrew James Polga
 - Address: 65 Young Street, Ayr, QLD 4807
- (iii) Assignee
 - Assignee: William Emanuel Camilleri
 - Address: 3 Doncaster Way, Mount Louisa, QLD 4814
 - Phone: 0411 835 877
 - Email:

10. ELECTRONIC TRANSACTIONS

- 10.1 Pursuant to Section 11(2) of the Electronic Transactions (Qld) Act 2001, the parties agree to receive this Agreement and associated information by electronic means and to provide information by electronic means if requested and the parties agree that any email versions of the signed and scanned contract shall be binding as if the original had been signed by the parties.

11. COUNTERPARTS AND ELECTRONIC EXECUTION

- 11.1 The parties acknowledge and agree that:

- (a) the parties consent to the execution of this Deed by electronic means by using a digital signing platform (**Electronic Signature**);
- (b) the execution of this Deed by an Electronic Signature shall bind the party signing with the same effect as though that Electronic Signature were an original wet-ink signature;
- (c) this Deed may be executed:
 - (i) in any number of counterparts and by different persons on separate counterparts; and/or
 - (ii) by either Electronic Signature(s), wet-ink signature(s) or a combination of both.
- (d) a party who has executed a counterpart of this Deed may exchange that counterpart copy with another party by sending a copy via email to the other party; and
- (e) execution of this Deed by the parties under this clause demonstrates an intention that they each intend to be legally bound by the terms of this Deed irrespective of whether executed by Electronic Signature(s), wet-ink signature(s) or a combination of both.

EXECUTED as a Deed.

CPPA LIMITED ACN 104 561 560 by its)
duly constituted Attorney Ross Alexander)
Greatrex under Power of Attorney No:)
719292883 and who states that he has not)
received notice of revocation of the Power)
of Attorney in the presence of:)
)
)



Signature of witness
Stephanie Leigh Reid
Solicitor

Print name of witness



Signature

SIGNED by **ANTONIO GUISEPPE**)
POLGA as Tenant in the presence of:)

Signature of witness

Print name of witness

Signature

SIGNED by **ANDREW JAMES POLGA** as)
Tenant in the presence of:)

Signature of witness

Print name of witness

Signature

EXECUTED by **WILLIAM EMANUEL**)
CAMILLERI as Assignee in the presence)
of:)

Signature of witness

Print name of witness

Signature

EXECUTED as a Deed.

CPPA LIMITED ACN 104 561 560 by its
duly constituted Attorney Ross Alexander
Greatrex under Power of Attorney No:
719292883 and who states that he has not
received notice of revocation of the Power
of Attorney in the presence of:

Signature of witness

Print name of witness

Signature

SIGNED by **ANTONIO GUISEPPE**
POLGA as Tenant in the presence of:

mKelly CDec-87008
Signature of witness

MELISSA MARGARET KELLY
Print name of witness


Signature

SIGNED by **ANDREW JAMES POLGA** as
Tenant in the presence of:

mKelly CDec-87008
Signature of witness

MELISSA MARGARET KELLY
Print name of witness


Signature

EXECUTED by **WILLIAM EMANUEL**
CAMILLERI as Assignee in the presence
of:

Signature of witness

Print name of witness

Signature

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 day 26 of February 2025

Item 1. Agent

N/A

Item 2. Assignor

Antonio Guiseppe Polga and Andrew James Polga

A: 65 Young Street, Ayr, QLD, 4807 and 74 MacMillan Street, Ayr QLD, 4807

Item 3. Assignor's Solicitor

Ruddy Tomlins & Baxer

A: 126 Young Street, Ayr, QLD 4807

E:

Item 4. Assignee

William Emanuel Camilleri

A: 3 Doncaster Way, Mount Louisa, QLD 4814

T: 0411 835 877

E:

Item 5. Assignee's Solicitor

BELLCO LAW

A: 272 STURT STREET, TOWNSVILLE QLD 4810

E: admin@bellcolaw.com.au

Item 6. Lessor

CPPA Limited ACN 104 561 560

Item 7. Lessor's Solicitors

MACKEY WALES LAW

A: 369 FLINDERS STREET, TOWNSVILLE QLD 4810

Item 8. Leased Property

LEASE NO 704351443 (LB ON SP102512)

Lot LB Pavia Drive, Nome Q 4816

Item 9. Title Ref of Parent Property

21374212

Item 10. Term of Lease

99 years

Item 11. Commencement Date

01/09/2000

Item 12. Expiry Date

31/08/2099

Item 13. Consideration

\$70,000.00

Item 14. Deposit

N/A

Item 15. Included Chattels

N/A

Item 16. Excluded Fixtures

N/A

Item 17. Finance Date

N/A

Item 18. Financier

N/A

Item 19. Inspection Date

N/A

Item 20. Inspectors

N/A

Item 21. Completion Date

21 days from the date of this Agreement, subject to Lessor consent.

Item 22. Place for Completion

Mackey Wales Law

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) **"Balance Consideration"** means the amount of Consideration after deducting the Deposit and taking into consideration any necessary adjustments in accordance with Clause 2.3.
- (e) **"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;
- (f) **"Consideration"** means the Consideration referred to in the Item 13.
- (g) **"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;
- (h) **"Deposit"** means the Deposit referred to in the Item 14.
- (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 applicable Item of 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 10.
- (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 Assignee 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 correct for the purposes of registration. 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 (d)(i) on the Completion Date.

2.2 Consideration

- (a) 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*.
- (b) The Assignee must pay the Deposit to the Agent at the times shown in the Schedule. The agent will hold the Deposit until a party becomes entitled to it.
- (c) The Assignee will be in default if it:
 - (i) does not pay the Deposit when required;
 - (ii) pays the Deposit by post-dated cheque; or
 - (iii) 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).

2.4 Completion - Time and Date

- (1) Completion must occur between 10am 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.
- (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 Not Used

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 re-transfer;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

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. Not Used

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 financial institution by the Finance Date on terms satisfactory to the Assignee. The Assignee is to take all reasonable step to obtain approval.
- (b) The Assignee must give notice to the Assignor that:
 - (i) Approval has not been obtained by 5pm on the Finance Date and the Assignee terminates the Agreement; or
 - (ii) 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 Agreement under clause 4(b)(i), or waive the benefit of clause 4 by giving notice to the Assignor of the waiver.

5. BUILDING AND PEST INSPECTION

- ~~(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 5.2(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.~~

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,
- (d) to the Notice Address of the person receiving the Notice.

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

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

EXECUTED as an agreement.

The agreement 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 agreement during the statutory cooling-off period. It is recommended the Assignee obtain an independent property valuation and independent legal advice about the agreement and his or her cooling-off rights, before signing

Signed by **Andrew James Polga**, as assignor in the presence of:

mKelly
Signature of witness

[Signature]
Signature

MELISSA MARGARET KELLY
Name of witness

Signed by **Antonio Guiseppe Polga** as assignor in the presence of:

mKelly
Signature of witness

a Polga
Signature

MELISSA MARGARET KELLY
Name of witness

Signed by **William Emanuel Camilleri** as assignee in the presence of:

Signed by:
William Emanuel Camilleri
881224868608487...
Signature of witness

Name of witness

Signature

Annexure A

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 Agreement, the Assignee will on the Settlement Date pay to the Assignor, in addition to the Balance 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. Fees at Settlement

a) The Assignor agrees to pay the Lessor's legal fees and charges associated with the Transfer of Lease whether or not such tax invoice is made out to the Assignee, Assignor or another person. The Assignor acknowledges that these fees are approximately \$935.00 (including GST). The parties otherwise agree to pay their own legal fees associated with this Agreement. The Assignee will pay all duties relating to the Transfer incurred under the Duties Act and registration fees under the Land Title Act.

b) The parties agree that the gate fee paid by the Assignors for the period 1 July 2024 to 30 June 2025 is considered an outgoing for the purposes of this Agreement and is adjustable at Completion.

4. Permitted use of property

The Assignee warrants to the Assignor that it is aware that under the Lease:

i. The Leased Property is only permitted to be used for non-permanent residential purposes relating to recreational fishing;

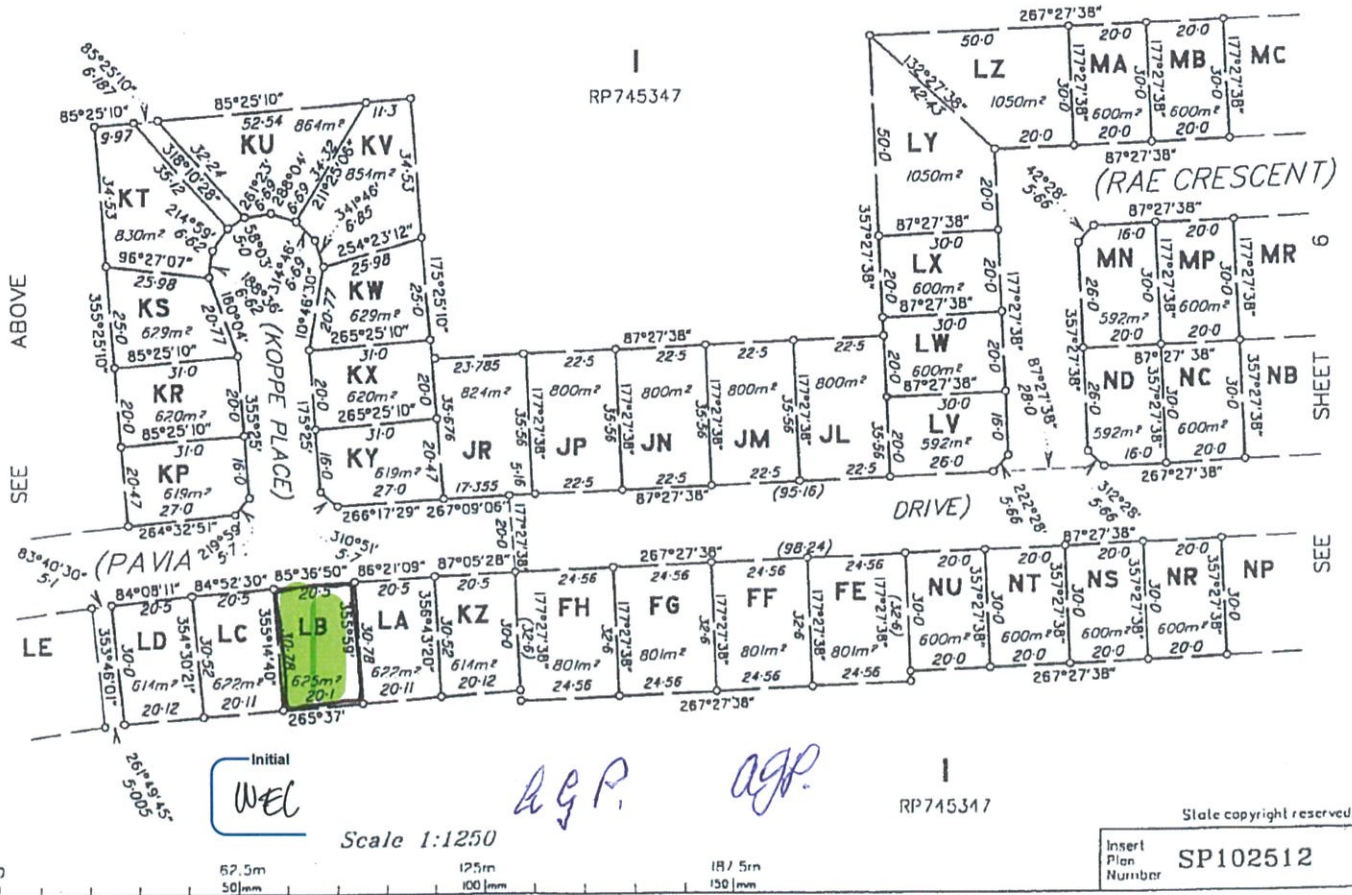
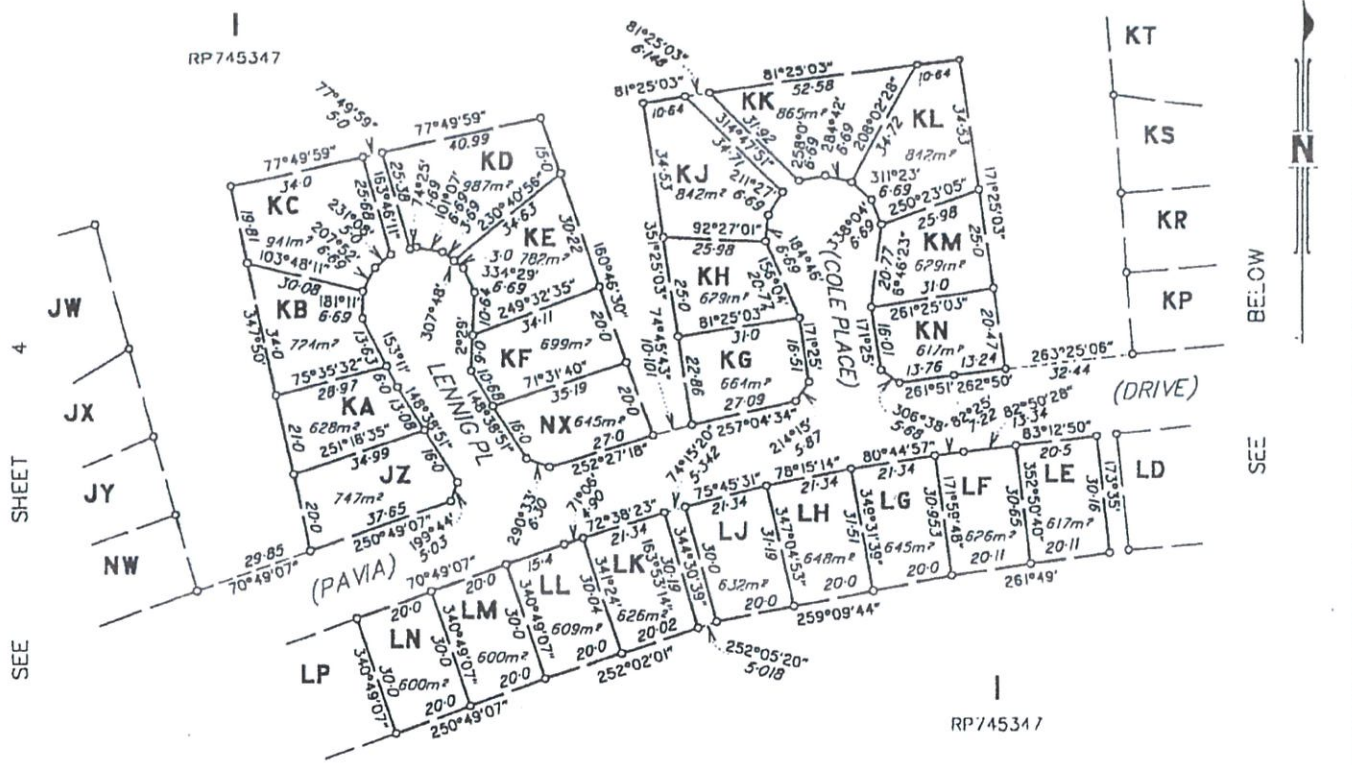
ii. The Assignee acknowledges that "non-permanent residential purposes" means that the Leased Property may only be occupied for residential purposes for:

- 1) A maximum of two hundred (200) nights in any calendar year; and
- 2) No more than forty consecutive nights in any calendar year

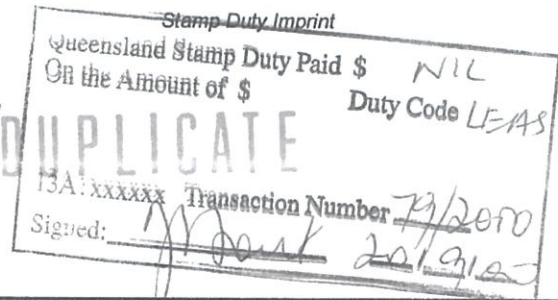
Land Title Act 1994; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet 5 of 6



Dealing No.



1. Lessor Cleveland Palms Management Limited A.C.N. 077 759 098	Lodger Name, address & phone number Savage and Stout PO Box 2032 TOWNSVILLE QLD 4810 Ph: (07) 4772 3411	Lodger Code 005
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2. Description of Lot Lot 1 on Registered Plan 745347	County Elphinstone	Parish Beor	Title Reference 21374212
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3. Lessee Given names Antonio Guiseppe Andrew James	Surname/Company name and number POLGA POLGA	(include tenancy if more than one)
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4. Interest being leased
Fee Simple

5. Description of premises being leased
Lot LB on SP102512

6. Term of lease Commencement date: 01/09/2000 *Expiry date: 31/08/2099 **Options on page *not required for leases in a retirement village **insert nil if no option	7. Rental/Consideration In first rental year the sum of Sixteen Thousand, Seven Hundred and Fifty Dollars (\$16,750.00) the whole of the rental payable in advance and is in addition to the amount referred to in Clause 1 of Schedule
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8. Grant/Execution
The Lessor leases the premises described in item 5 to the lessee for the term stated in item 6 subject to the covenants and conditions contained in:- #the attached schedule

* delete inapplicable words

Witnessing Officersignaturefull namequalification as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)	Execution Date 19/19/2000	Lessor's Signature
--	-------------------------------------	-------------------------------

9. Acceptance The lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.	
Witnessing Officersignature ARUN DOUGLAS PRAVEEN JP, C.Decqualification as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)	Execution Date 19/19/2000 Lessee's Signature

Title Reference 21374212

1. The Lessee shall be entitled to exclusive use and occupation by way of lease of Lot LB in the leasehold subdivision known as 'Cleveland Palms', situated at Oolbin, Alligator Creek, near Townsville, for a period of ninety-nine (99) years from the 1st September, 2000 at an Annual Rental of One Peppercorn.
2. The Lessee Covenants as follows:
 - a. to properly maintain the Land and any buildings erected on the Land in a clean, tidy and presentable condition;
 - b. not to allow third parties to be concerned or have an interest in the lot (either directly or indirectly) without the prior consent of the Company;
 - c. not to carry on any business or other commercial activity or undertaking on the lot;
 - d. not to interfere with the quiet enjoyment of other lot owners;
 - e. to comply with any directions, by-laws, rules or regulations governing the use or enjoyment of the lot as may be determined by the Leaseholders Association and approved by the Company;
 - f. to pay the annual and any other levies or charges as directed by the Company within fourteen (14) days of receipt thereof;
 - g. not engage in any activity whether on the lot or otherwise which will have a detrimental effect upon the amenity of the area and quiet enjoyment of other lot owners;
 - h. to agree to be bound by any agreements entered into by the Company with the Local Authority or any other government institution;
 - i. to be bound by all building requirements, by-laws and policies of the Townsville City Council;
 - j. not to sub-let or assign or otherwise part with the possession or ownership of the lot;
 - k. in the event of sale to notify the Lessor prior to any settlement.
 - l. to comply with the Lessors reasonable administrative and other disposal requirements at or prior to settlement of any sale.

3. PERMITTED USE

The Lessee shall not use or permit or suffer the demised premises or any part thereof to be used or occupied for any purpose whatsoever other than as non-permanent residential accommodation for recreational purposes as herein provided.

4. USAGE OF DEMISED PREMISES

The lessee covenants and agrees with the Lessor as follows:-

- 4.1 Not without the previous consent in writing of the Lessor to erect install or set up Or suffer to be erected installed or set up any erection or building (including the installation of a (Gough's Plastic hybrid system similar hybrid system) on or upon the demised premises or any part thereof not to carry out structural alterations or additions or amendments to the demises premises or any part thereof. The consent of the Lessor shall not be unreasonable, arbitrarily or capriciously withheld provided the following conditions are compiled with:

Title Reference 21374212

- 4.1.1 a full set of the proposed plans in relation thereto are submitted to the Lessor and approved in writing by the Lessor;
- 4.1.2 Any Building Works are to be assessed and approved in accordance with the provisions of the Integrated Planning Act 1997.
- 4.1.3 such plans comply with the requirements of the Building Act 1975 (as amended) in all respects including set backs from boundaries and of all other acts, regulations and requirements applicable thereto;
- 4.1.4 all work contemplated by such plans to be approved and inspected by the Townsville City Council and the Lessee shall produce to the Lessor a final Certificate from the Townsville City Council (but only if the said Council shall agree to issue such Certificate) certifying that any such works have been effected and completed in accordance with plans approved by the Townsville City Council; the lessee indicates a preference for Council certification as distinct from a private certifier under the Integrated Planning Act 1997.
- 4.1.5 the maximum aggregate floor area of all buildings erected on the demised premises shall be 100 square metres provided that the aggregated floor area of any buildings to be erected on the demised premises and which are intended for occupation shall not be less than 48 square metres and shall not be more than 70 square metres and the aggregate area of any habitable rooms, as defined in the Building Act 1975 (as amended) in such buildings shall be not less than 30 square metres and shall be not more than 50 square metres;
- 4.1.6 Not without the previous consent in writing of the Lessor (which consent the Lessor may in its absolute discretion withhold) to bring upon or erect or suffer to be brought upon the demised premises any temporary dwelling (whether caravan or tent or any other form of temporary dwelling) provided however that such consent shall not be unreasonably withhold by the Lessor for a reasonable period during the erection of any dwelling pursuant to the provisions of the preceding sub-clause hereof and provided further that the requirements and directions of the Townsville City Council are at all times complied with in relation to any such temporary dwelling.
- 4.1.7 The demised premises shall be occupied only by the Lessee (which reference in the case of a corporation shall be construed for the purpose of this sub-clause as if the directors of that corporation were the Lessee) and the family of the Lessee and invited guests of the Lessee for residential purposes and for a maximum period of two hundred (200) nights in any calendar year of the term hereof and for no more than forty (40) consecutive nights in any calendar year.
- 4.1.8 Not to do or cause to be done anything which might bring the demised premises or the land into disrepute or to use the demised premises or any part thereof or suffer the same to be used at any time for any immoral or illegal or noisy offensive or dangerous pursuit or purpose or to do anything whatsoever on the demised premises or any part thereof which may be or become a nuisance annoyance disturbance or danger to the Lessor or any other Lessees of the land or to the owners or occupiers of any adjoining properties or premises.
- 4.1.9 Not to inscribe write or affix either on the demised premises or any part thereof any writing lettering sign-board plate-name placard or notice without the same having been previously approved in writing by the Lessor or the Lessor's agent if any, such approval to be in the absolute discretion of the Lessor.

Title Reference 21374212

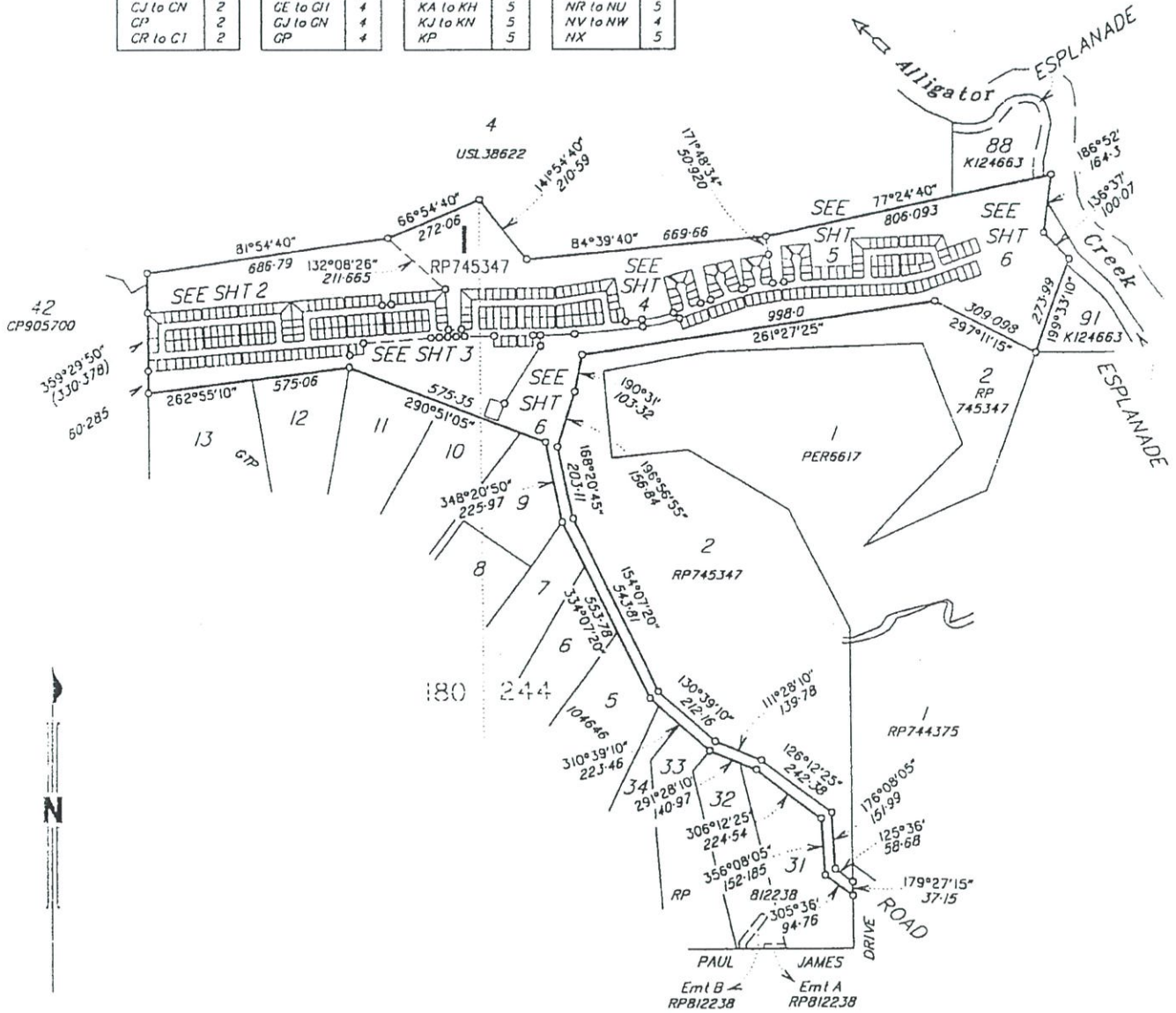
- 4.1.10 Not to obstruct any part of the common area nor use the same for any purpose other than for ingress and egress to and from the demised premises or for such other use as may be designated for any particular part of the common area from time to time by the Lessor.
- 4.1.11 Not to keep any rubbish or waste products on the demised premises except in suitable receptacles in the areas set aside for the purpose in or about the demised premises and not to throw nor permit to be thrown any rubbish or other article from the demised premises and at all times during the term to keep the demised premises in a clean and tidy condition. In order to facilitate the garbage collection and disposal on the part of the Lessor to be provided and arranged, the Lessee shall comply with all reasonable directions from the Lessor from time to time in regard to the placing of such garbage for collection and disposal.
- 4.1.12 Not to keep any animals on the demised premises except domestic animals as defined in the Town Plan of the said Council from time to time which are permitted only during such periods as the demised premises are occupied in accordance with the provisions of Clause 4.1.7 hereof.
- 4.1.13 During the continuance of the Lease to observe perform and fulfil all the requirements of the Local Government Acts and all other Acts of Parliament of the Commonwealth of Australia or of the State of Queensland and of all by-laws ordinances and regulations of any Authority constituted under such Acts or any of them now or at any time or from time to time hereafter affecting the demised premises.
- 4.1.14 At the end or sooner determination of the said term quietly to surrender and yield up to the Lessor or as the Lessor may direct the demised premises in such good and substantial repair and condition in all things as shall be in accordance with the covenants and conditions on the part of the lessee herein contained. The Lessee shall also surrender and yield up to the Lessor or as the lessor may direct all keys to the demised premises or any part thereof (including but not limited to keys to gates providing access to the land and/or the demised premises) and including all keys made by the Lessee therefor and any keys provided by the Lessor to the Lessee and any copies of such keys made by the Lessee for access through the common area to the demised premises by way of the security gated placed at the entrance to the land.
- 4.1.15 Not to permit anything to be done on the demised premises or bring or keep thereon anything which conflicts with any laws or regulations relating to fire health or otherwise or with provisions conditions or regulations of any Fire Brigade board or fire or other policy of insurance in respect of the whole or any part of the demised premises or which conflicts with any laws ordinances of any Local Authority or of any works water supply or sewerage authority or the health Authorities, Factories department or any other statutory authorities.
- 4.1.16 Not to damage or obstruct in any way any improvements on the common area including improvements which the Lessee is entitled to use and at the lessee's own costs and expense to repair any such damage and /or remove any such obstruction immediately after any such occurrence and to use or allow to be used the said common area improvements only for the purpose for which they are intended.
- 4.1.17 Not without the Lessor's written consent first had and obtained use any method of heating or lighting in the demised premises other than by gas or electric current supplied through meters as already installed or which may hereafter be installed by or with the consent of the Lessor and the Lease shall keep repair and maintain all gas and electricity fittings and wirings in good order and condition.

Title Reference 21374212

- 4.1.18 Not to trespass or otherwise enter upon any private lands adjoining the land.
- 4.1.19 The Lessee will at all times observe and comply with the rules and regulations (not inconsistent with the provisions hereof) promulgated by the Lessor from time to time for or in relation to the orderly management, maintenance, care and use of the land. The Lessee acknowledges and admits that failure by the Lessee to keep any such rules and regulations shall constitute a breach of the covenants agreements conditions and restrictions of this Lease.
- 4.1.20 The lessee shall not commence to reside in any building erected on the land until the Lessee has provided and erected:
- 4.1.20.1 a water tank of not less than 500 litres capacity for collection of rain water and connected same to a roof gutter supply;
- 4.1.20.2 a water tank of not less than at least 500 litres capacity for non-potable water;
- 4.1.21 The Lessee shall 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.
- 4.1.22 Any building erected on the demised premises shall be serviced by a Gough Plastics hybrid system (or similar hybrid system) for the treatment of black waste and grey water and all effluent and sullage water shall be disposed of within the subject land to the satisfaction of and by a method approved be the lessor and the Townsville City council.
5. The Lessor Covenants that the Lessee observing and performing the several covenants conditions and stipulations contained herein, shall peaceable and quietly enjoy the said leasehold area without any disturbance, interruption, or eviction (provided however that nothing herein will make the Lessor liable for any conduct of any other Lessee), and that the Lessee shall have ingress and egress to the said subdivision area, and shall enjoy use and availability of the common areas and common facilities with other lessees.
6. The Lessee may mortgage his Lease to any lender.
7. The lessee acknowledges that the local Authority is not responsible for the provision of any services, including principally roadworks, electricity, sewerage, refuse removal, or water supply to the subdivision area.
8. At the expiration of the term hereof the Lessee shall be entitled to renewal of this lease on the same terms and conditions as are contained herein. The Lessor acknowledges that the Lessee has the right of perpetual occupancy by virtue of this renewal option, should the Lessee decide to exercise the option. Notice of exercise of the option may be advised to the Lessor verbally or in writing, or by any means which effectively conveys the Lessee's intent to the Lessor. In any event the Lessor will renew the lease unless advised in writing by the Lessee that the option is not to be exercised.
9. This lease being for period in excess of five years is subject to the consent of the Townsville City Council.

ALPHABETICAL INDEX (LEASE/SHEET)							
LEASE	SHT	LEASE	SHT	LEASE	SHT	LEASE	SHT
A to H	2	CU to CZ	3	GR to GT	4	KR to KZ	5
J to N	2	DA to DI	3	GU to GZ	3	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 HI	4	LP	4
AA to AH	2	DR to DS	3	IJ to IN	4	LR to LU	4
AJ to AM	2	DT to DZ	2	IP	4	LV to LZ	5
AN	3	EA to EH	2	HR to HI	4	MA to MB	5
AP	3	EJ to EN	2	HU to HZ	3	MC to MI	6
AR to AT	3	EP	2	JA to JC	3	MJ to MM	6
AU	5	ER to EZ	2	JD to JE	6	MN	5
AV to AZ	3	FA to FB	2	JF to JI	3	MP	5
BA to BE	3	FG to FD	3	JJ to JK	3	MR to MZ	6
BF to BH	2	FE to FH	5	KL to KN	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 NI	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 GI	4	KA to KH	5	NR to NU	5
CP	2	GJ to GN	4	KJ to KN	5	NV to NW	4
CR to CI	2	GP	4	KP	5	NX	5

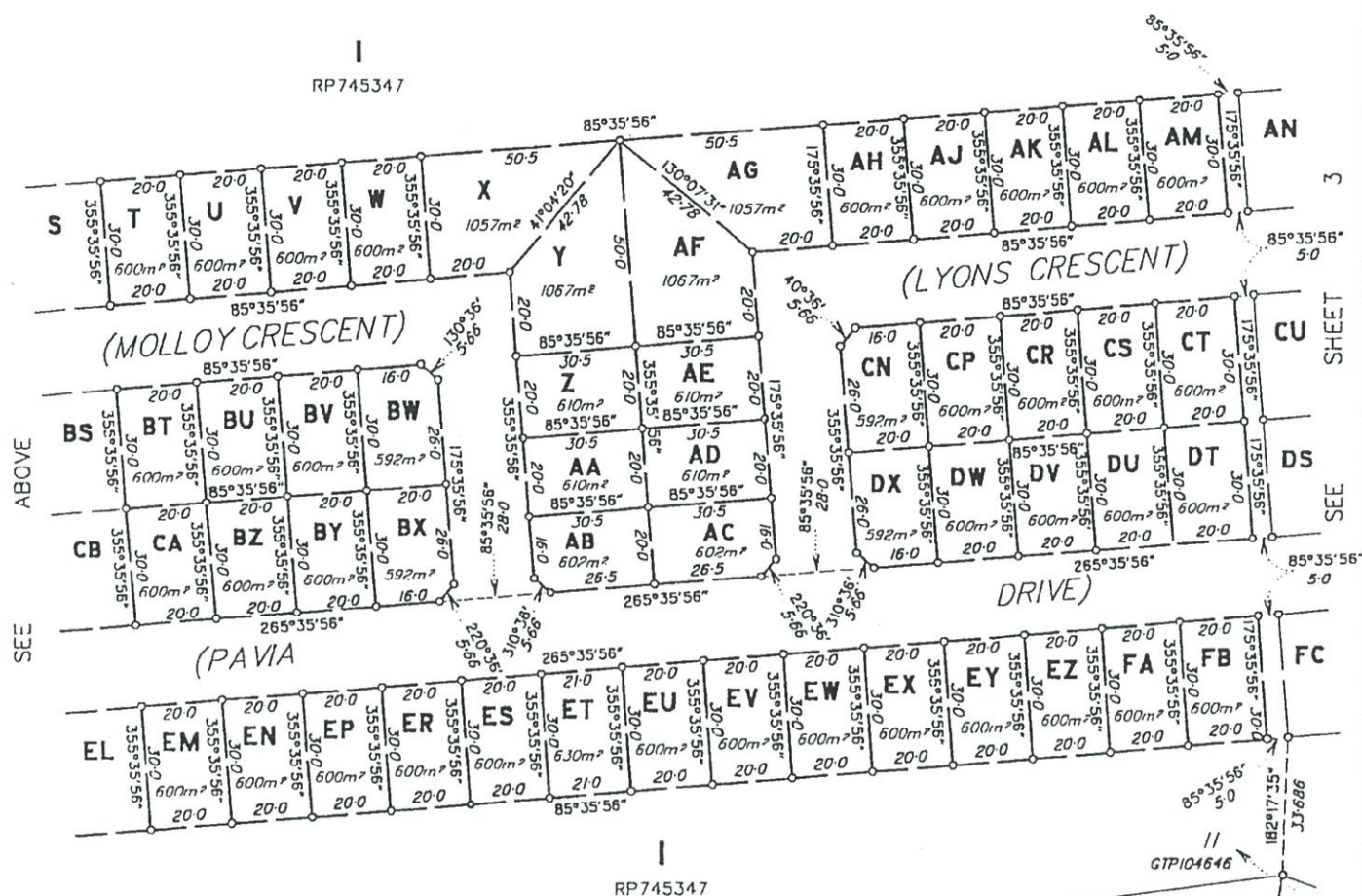
NOTE: The 'street names' as shown on sheets 2 to 6 are for location purposes only, and are part of Lot 1 on RP745347. They are not dedicated as Road.



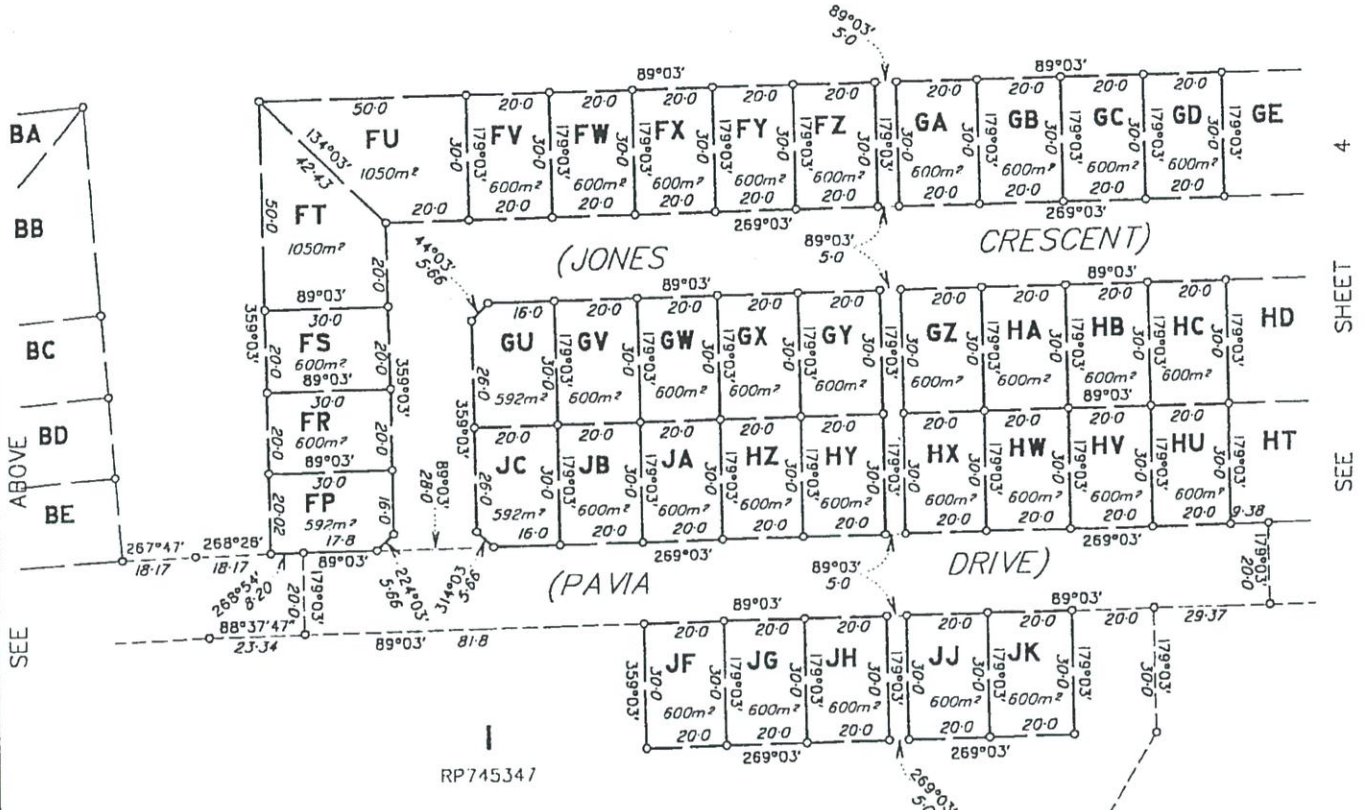
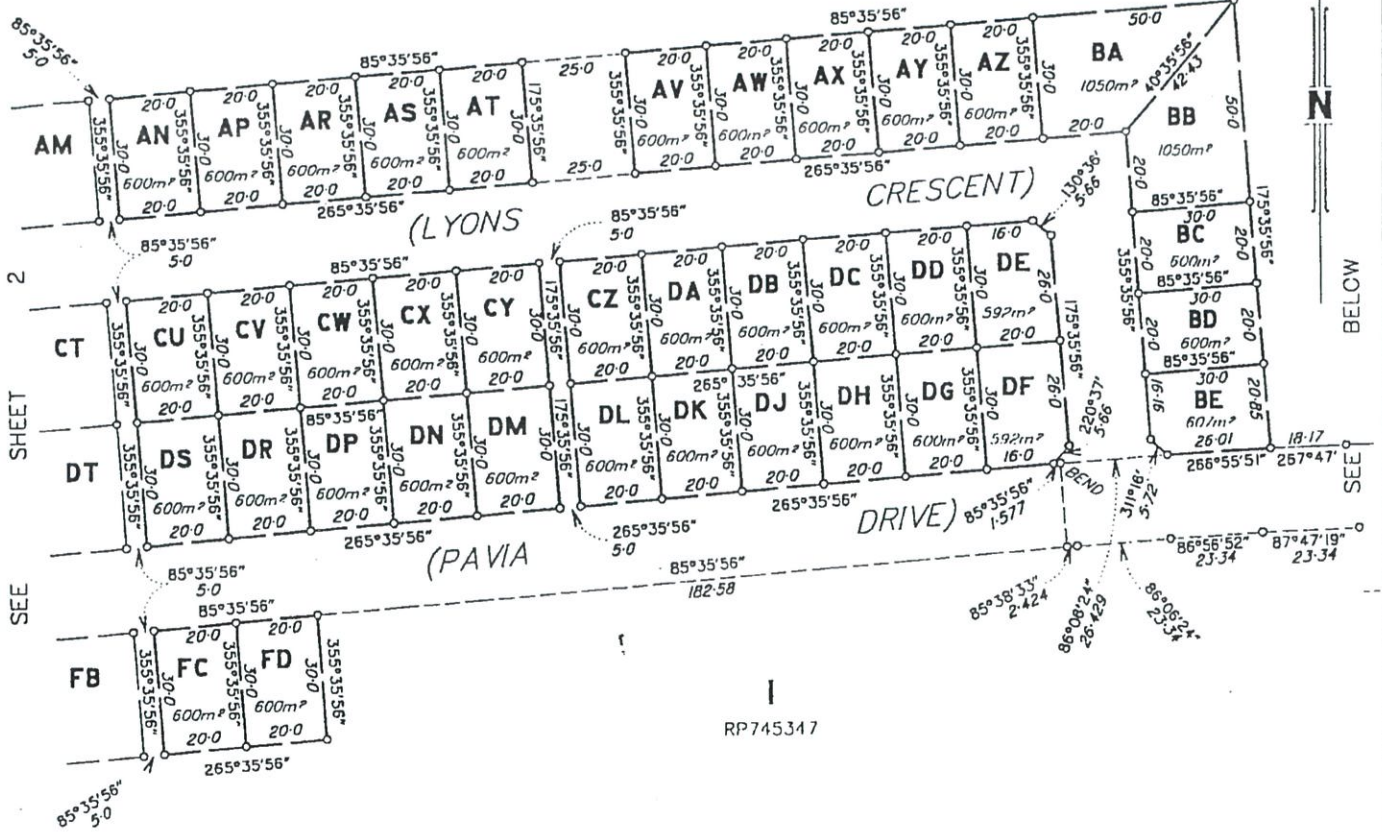
Brazier & Mott (Survey) Pty Ltd, ACN 066 411 041
hereby certify that the Company has made this plan
in pursuance of Section 25 of the Surveyors Regulation
1997, and that the plan is accurate, and compiled
from RP745347, 1S/764/6, 1S/764/7, 1S/764/8, 1S/764/9
and 1S/13304H
in the Department of Natural Resources



Metres		625	1250	1875
0		50mm	100mm	150mm
Scale 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 BM, 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 FM, 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 Format: STANDARD		
PARISH: BEOR		COUNTY: Elphinstone		SPI02512
Meridian: RP745347		F/N's: NO		Plan Status



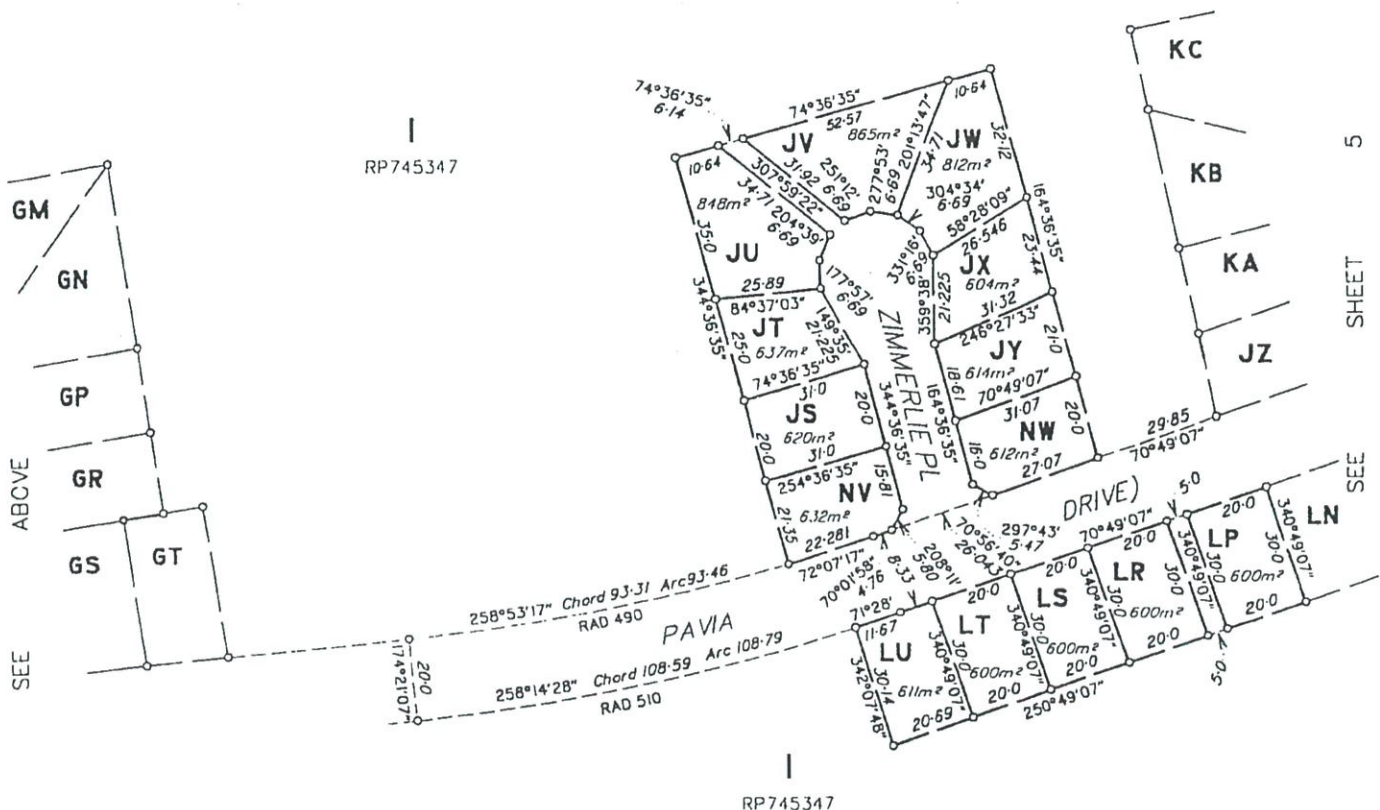
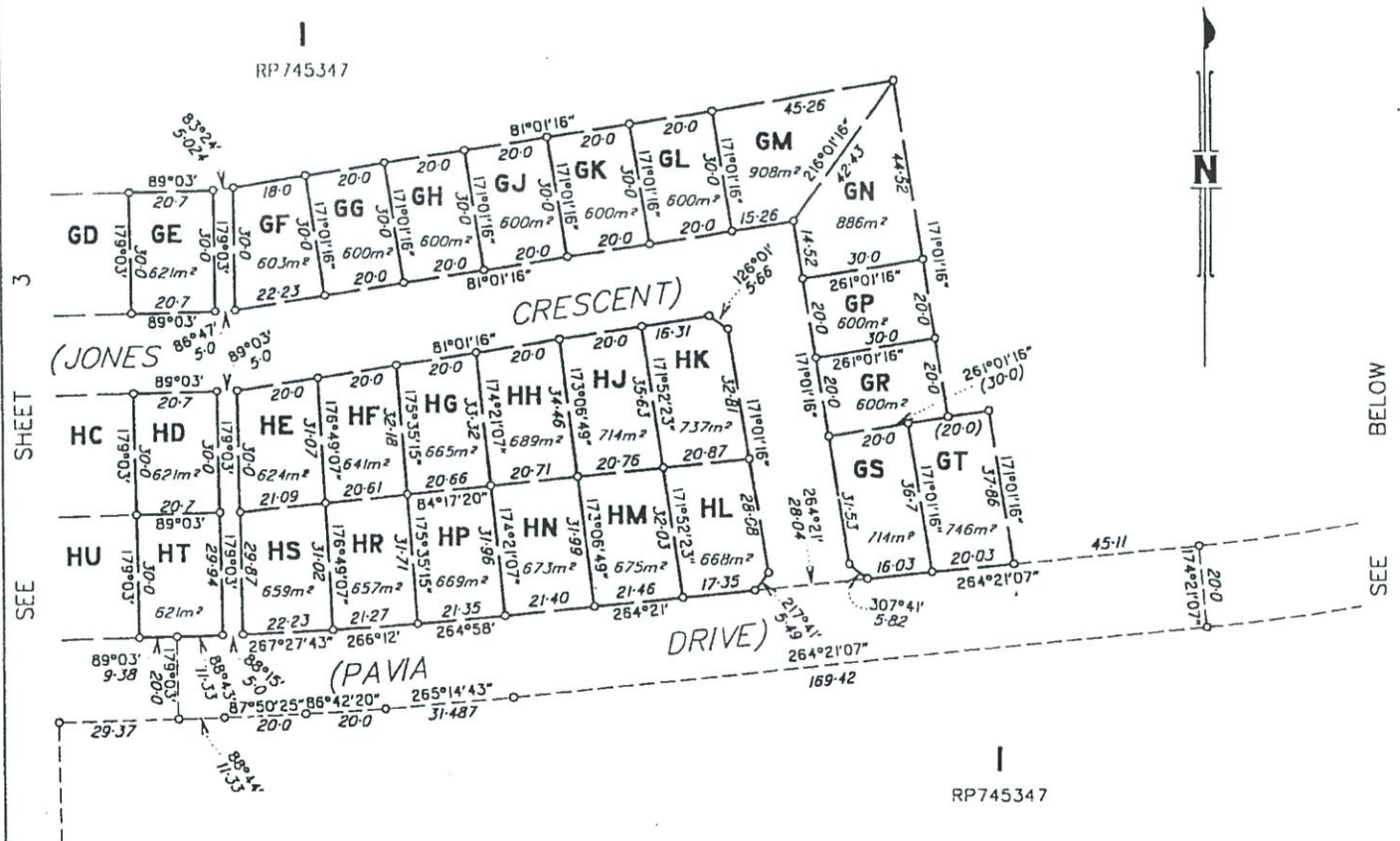
SP 102512



Scale 1:1250

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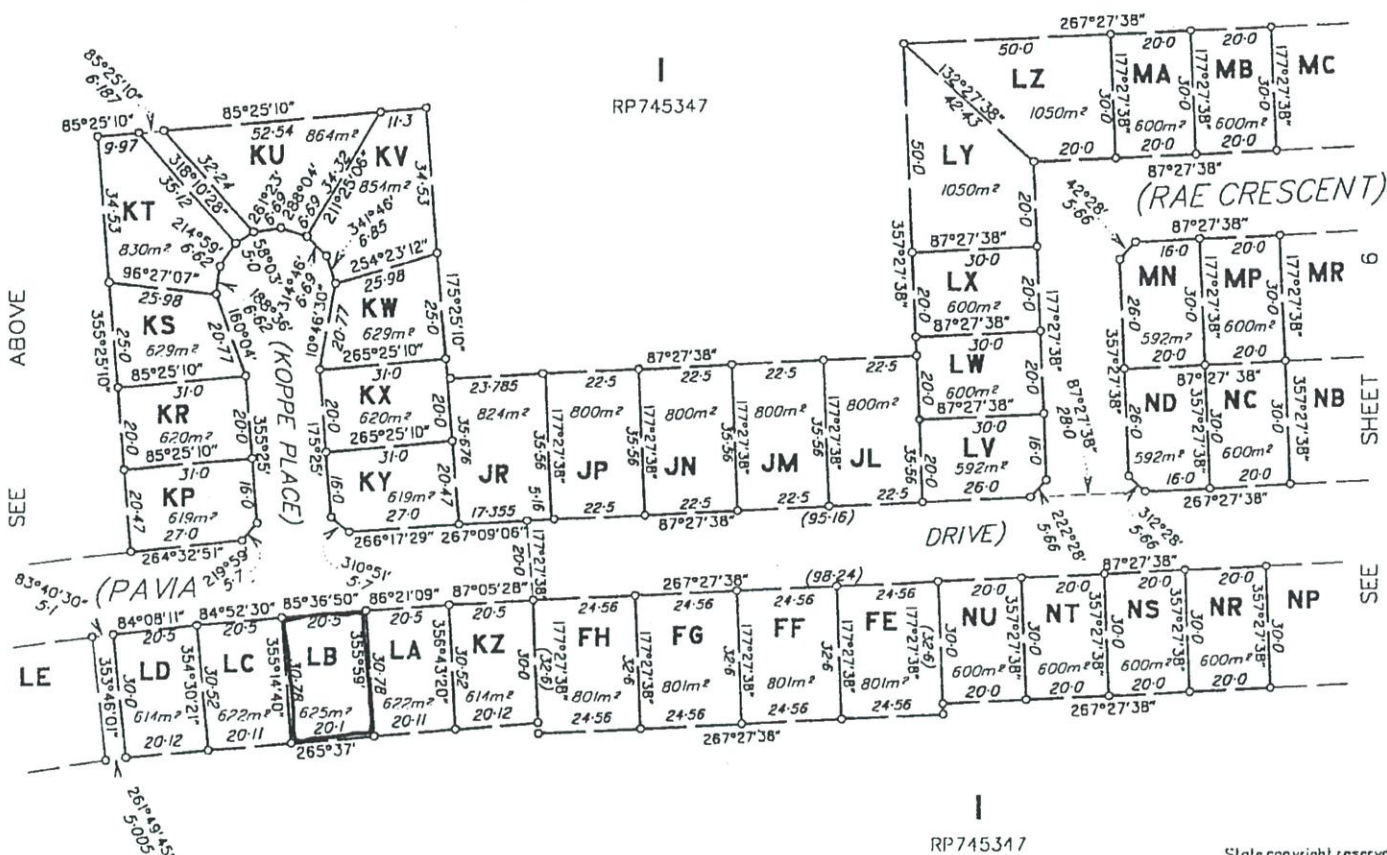
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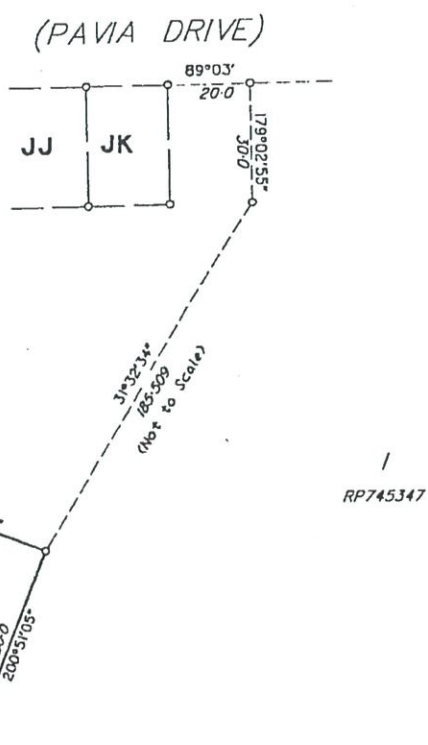
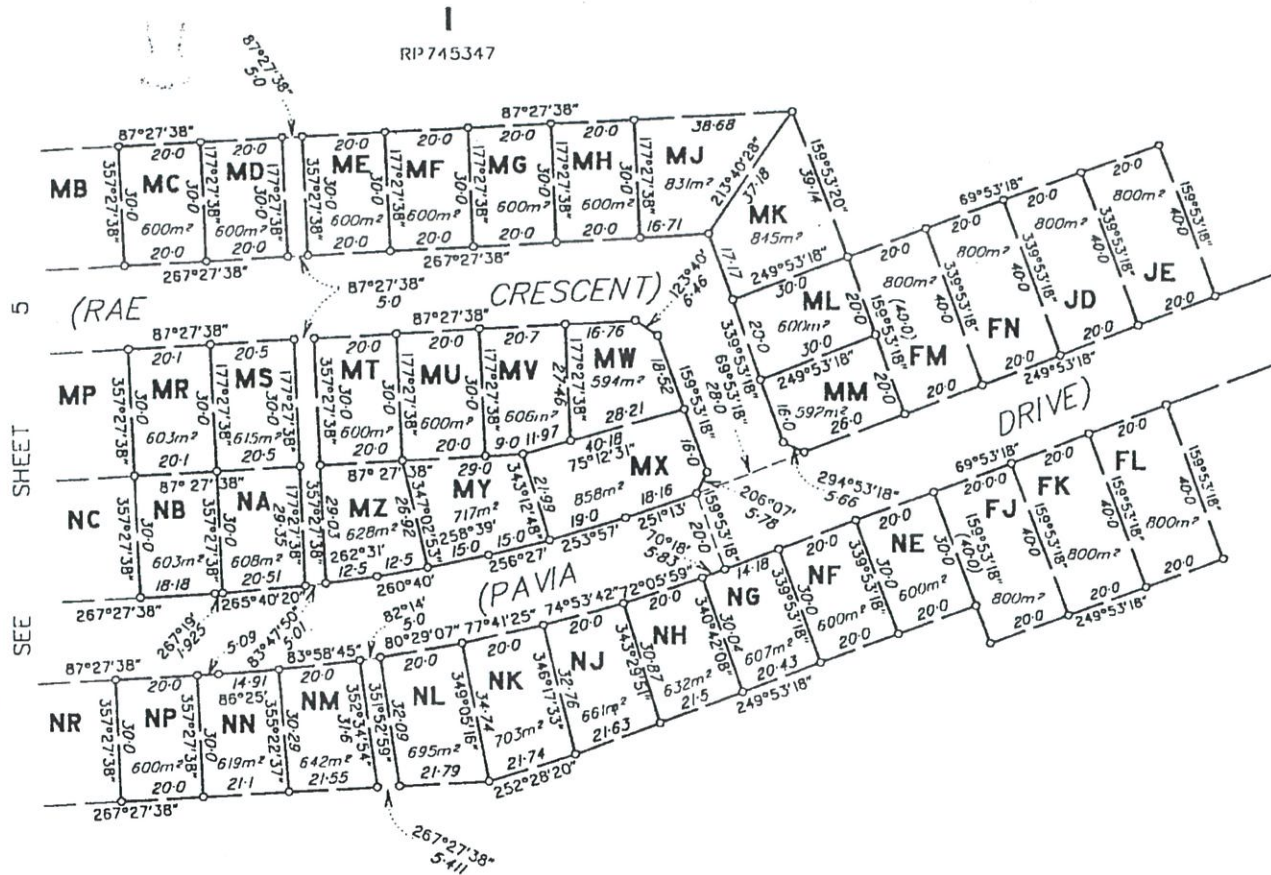
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Insert Plan Number SP102512



Insert
Plan
Number **SP102512**



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Insert
Plan
Number

SP102512

Scale 1:1250

62.5m
501m

125m
100mm

187.5m
150 | mm

Site Report No. 68 / 25

180 Pavia Drive, Cleveland Palms. Lot LB on SP 102512

INTRODUCTION

E.G.Clark (Designer) has been engaged by William Camilleri to prepare an Onsite Sewerage Assessment (OSA) to assess the suitability of installing a septic tank and Absorption Bed to serve the proposed dwelling with at 180 Pavia Drive, 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.

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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 dwelling.

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 – | Primary |
| 4. | Manufacture - | Everhard |
| 5. | Soil Class - | 2 |
| 9. | Soil Permeability- | Weakly Structured 3 |
| 10. | Absorption Bed Area - | 12 sq. M |

CERTIFIED DESIGN.

- | | | |
|----|------------------|------------------------------|
| 1. | Treatment Type – | Septic Tank & Absorption Bed |
| 2. | Effluent Type – | Primary |
| 3. | Disposal type – | Absorption Bed |
| 4. | Disposal area – | 12 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

Absorption Bed

Q = design daily flow in L / day	360 L / day (3 X 120 L / Person / day)
DLR = Design Load Rating mm / day	30
W = Width of Dispersal Area (M)	1 m
L = Length of Dispersal Area (M)	12 m
Total Dispersal Area (Sq M)	12 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: 180 Pavia Drive,

Suburb: Cleveland Palms State: Qld Post code: 4816

Property description: Lot LB 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) 30

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)

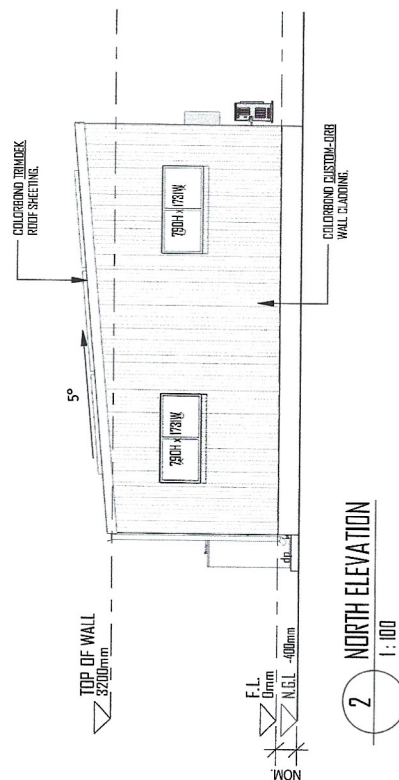
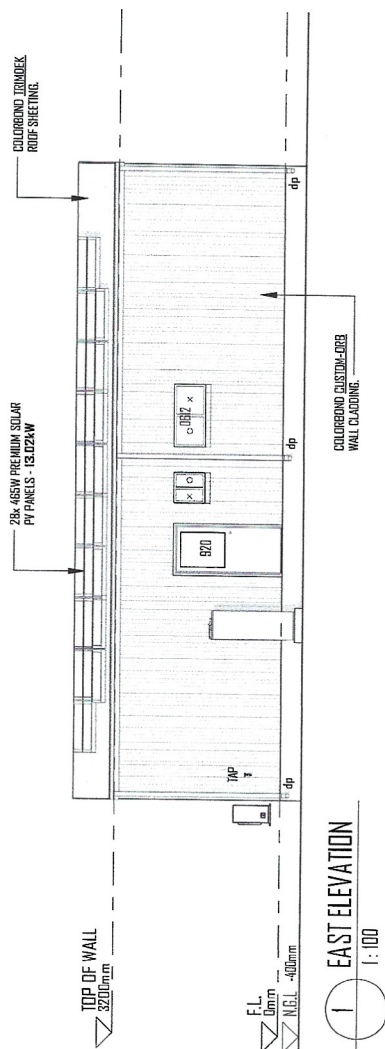
» any additional requirements of council; and

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: 17. 05 . 25



No.	DESCRIPTION	DATE
1	PRELIMINARY PLANS REV 1	05.02.2025
2	PRELIMINARY PLANS REV 2	27.02.2025
3	PRELIMINARY PLANS REV 3	28.03.2025
A	WORKING DRAWINGS REV A	23.04.2025

DATE	TITLE	WIND
23.04.2025	ELEVATIONS	C2
SCALE	DRAWN BY	SHEET No.
1:100	A. CARRARA	W004
	JOB	
	250013	

SITE
LOT 255 PAVIA DRIVE,
NOME - CLEVELAND PALMS ESTATE

GENERAL NOTES

GROUND LINE SHOWN ON ELEVATIONS DUES 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 TAKE PRECEDENCE
- DO NOT SCALE

SEALSHIPS AOS

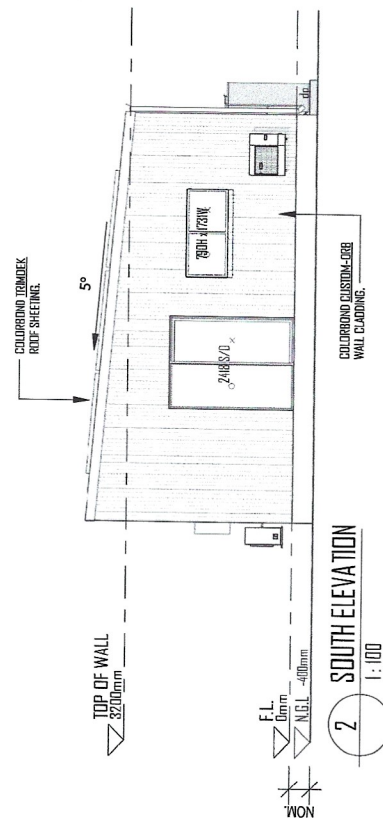
300X300 SPASHSHIPS PAPER UNDER ALL DOWNPIPES. UNDO.

CARRARA
DRAFTING & DESIGN

ARCHITECTURAL
MECHANICAL
ELECTRICAL
PLUMBING
HVAC

4080 1775 5261
2700 SHAWAN DR. SUITE 100
PHILADELPHIA, PA 19127
WWW.CARRARA-PA.COM

DESIGNING THE FUTURE
SINCE 1982



10x300 SPLASHPAD PAVER UNDER ALL DOWNPIPES, UND.



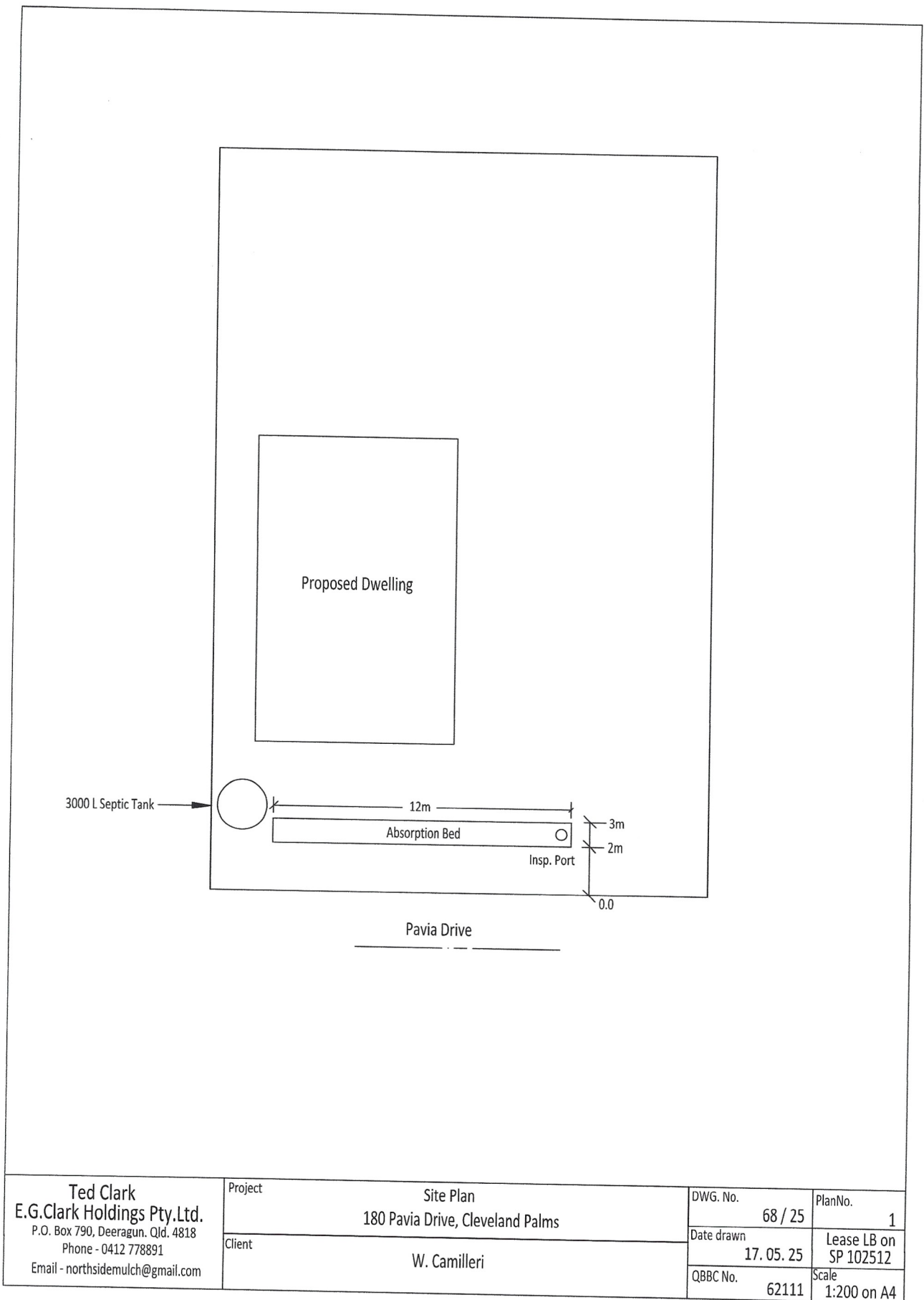
CARRARA
DRAFTING & DESIGN

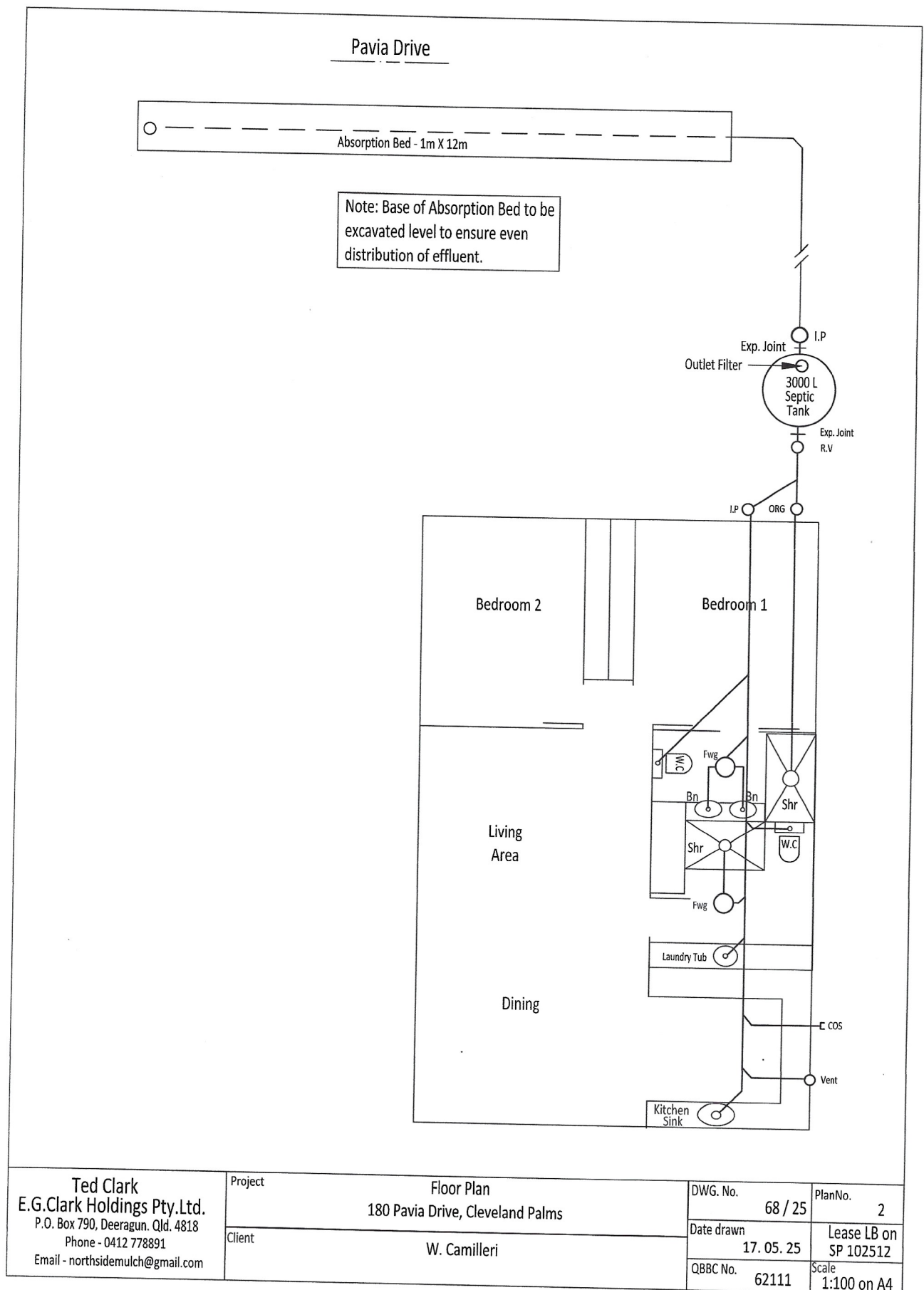
CLIENT
CAMD & Co

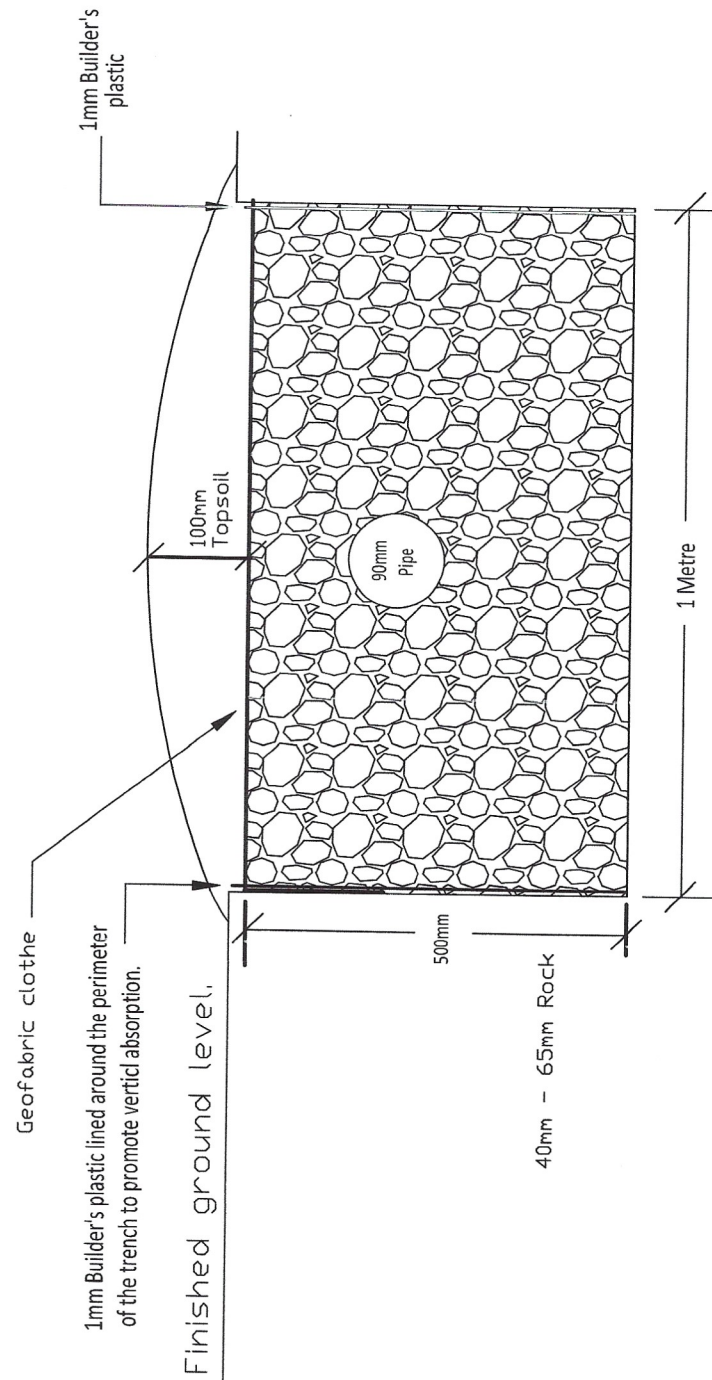
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LOT 255 PAVIA DRIVE,
NOME - CLEVELAND PALMS ESTATE

DATE	TITLE
23.04.2025	ELEVATIONS
SCALE	DRAWN BY
1 : 100	A. CARRARA

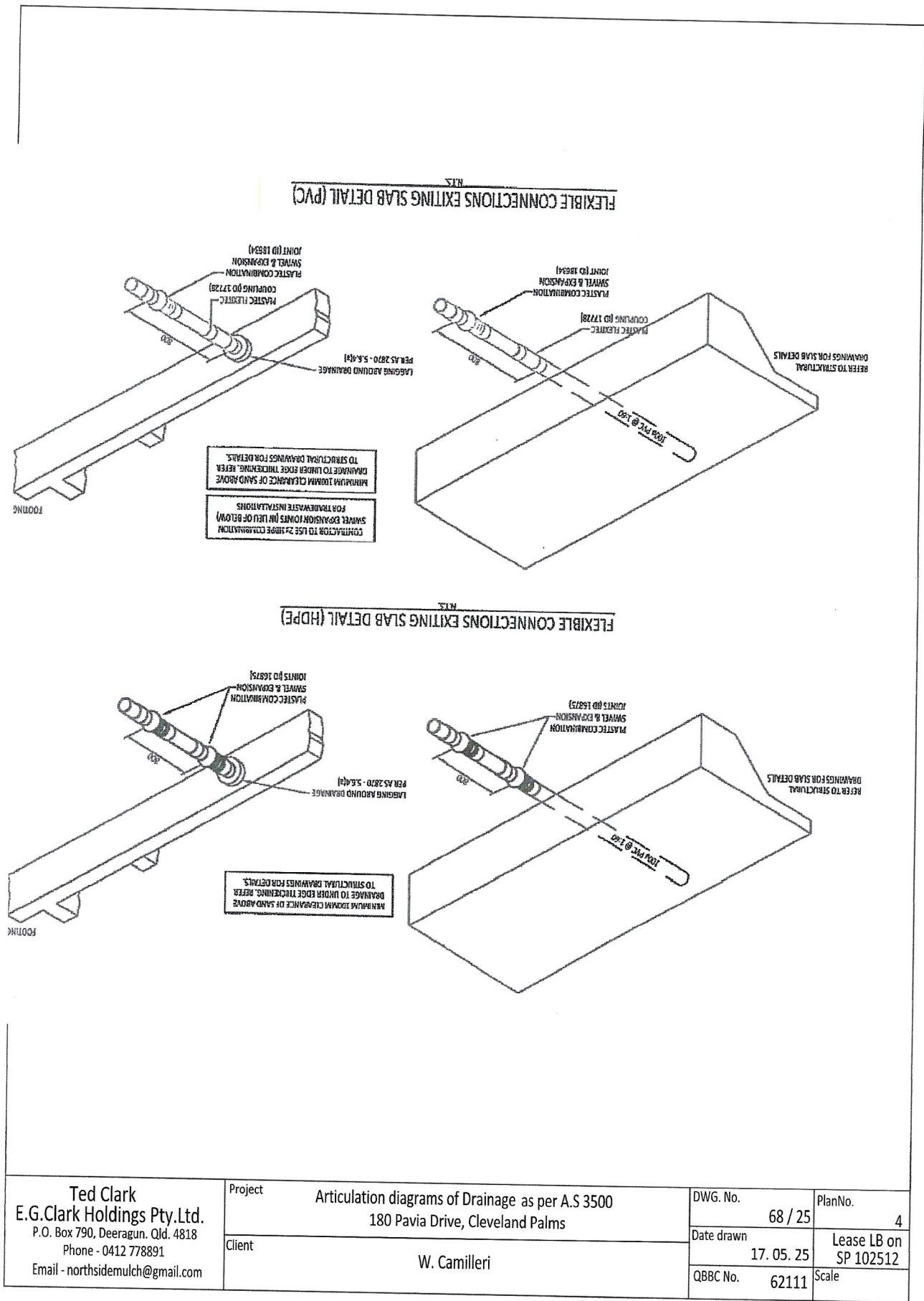
WIND	
C2	
SHEET No.	
WOOD	



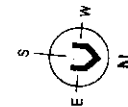




Ted Clark E.G.Clark Holdings Pty.Ltd. P.O. Box 790, Deeragun. Qld. 4818 Phone - 0412 778891 Email - northsidemulch@gmail.com	Project	Cross section of Absorption Bed 180 Pavia Drive, Cleveland Palms		DWG. No.	68 / 25	PlanNo.	3
	Client	W. Camilleri		Date drawn	17. 05. 25	Lease LB on SP 102512	
				QBBC No.	62111	Scale	



<div> <div>Ted Clark</div> <div>E.G.Clark Holdings Pty.Ltd.</div> <div>P.O. Box 790, Deeragun. Qld. 4818</div> <div>Phone - 0412 778891</div> <div>Email - northsidemulch@gmail.com</div> </div>	Project	<div> <div>Articulation diagrams of Drainage as per A.S 3500</div> <div>180 Pavia Drive, Cleveland Palms</div> </div>	DWG. No.	68 / 25	PlanNo.	4
	Client		Date drawn	17. 05. 25	Lease LB on SP 102512	
			QBCC No.	62111	Scale	



WIND CATEGORY C2

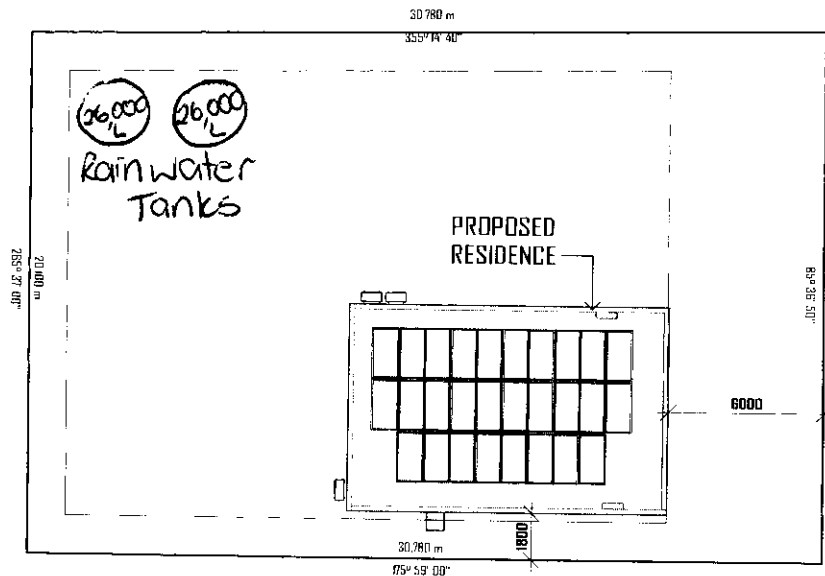
SOIL CATEGORY ???

PROPERTY DESCRIPTION

LOT LB
SP 102512
AREA 625 m²

SITE PLAN LEGEND

LABEL	DESCRIPTION
FL	FASCH 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
MBN	LOCATION OF MBN PIT
ST	LOCATION OF SEPTIC TANK
T.DEV	LOCATION OF EXISTING TREE BY DEVELOPER



PAVIA DRIVE



CARRARA DRAFTING & DESIGN

ABN 10 111 111 111
111 CARRARA DRIVE, CARRARA VIC 3201
PH 03 9111 1111

CONTACT: 03 9111 1111

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CLIENT

CAMD & Co

SITE

LOT 255 PAVIA DRIVE
NOME - CLEVELAND PALMS ESTATE

DATE

28.03.2025

SCALE

1:200

TITLE

SITE PLAN

DRAWN BY

A. CARRARA

JOB

25003

WIND

C2

SHEET No.

PP01