

NOTES:
1:20,000

- There are no existing or proposed -drainage features stormwater detentio -community purposes land
Easements as shown
The final intended use of all allotments is for residential except if herwise marked purposes in accordance with Cosgrove Plan of
- There are no buildings or structures over the land relevant to this stage
- Access into each allotment shall be via the road frontage. Specific locations to be determined at time of detailed engineering design and preparation of access envelopes.

| Type | House, Front Loaded |
| :---: | :---: |
| Lot Access | Front |
| Lot Depth (Min) | 25 m (20m where 15 m width proposed) |
| Lot Width (Min) | 12.5 |
| Site Coverage | May exceed $50 \%$ in response to Code Requirements, but no more than 60\% Site Coverage. |
| Setback Front Ground (min) and upper (min) | 3.5m |
| Setback Front Garage | 6 m and 1.5 m behind front of dwelling |
| Setback Principal Side Ground (min) | QDC |
| Setback Principal Side Upper (min) | QDC |
| Setback Secondary Road Frontage (min) | 2 m |
| Garage setback Secondary Road Frontage(min) | 3.5m |
| Setback Principal Rear (min) | 1.5m (*Sewer lines and manholes may enforce greater setbacks) |
| Outbuilding (Shed) Width (max) | Lesser of $50 \%$ of rear boundary or 9 m |
| Outbuilding (Shed) Depth (max) | 9 m |
| Outbuilding (Shed) Rear Setback | 0-1.0m |
| Outbuilding (Shed) Side Setback | Zero if lot 12.5 m wide. As per Principal setback if lot > 12.5 m wide |
| Floor Height Principal (min) | 400 mm |
| Maximum Storeys | As per the Applicable Scheme |
| Private Open Space (min) (may be covered) | $4 \mathrm{~m} \times 4 \mathrm{~m}$ |
| Parking (min) | Two (2), one of which must be covered |
| *Note: Clearances to sewer lines and manholes are required in accordance with council p This plan is conceptual and for discussion purposes only. All areas, dimensions and land uses are preliminary, subject to investigation, survey, engmeerng, and Local Authonty and Agency approvals. |  |
|  |  |

PROPOSED
RECONFIGURATION
Lots 166-178, 335-339 and 904
Cancelling Lot 666 on SP227922
Parish of Coonambelah
County of Elphinstone
City of Townsville

## CORNER SIGHT LINES

Comply with sight lines requirement of the
Queensland Development code on road corners. This is typically a $9 \mathrm{~m} \times 9 \mathrm{~m}$ exclusion zone based on boundaries.
or clipped corners, footpaths wider than 4.2 m and ots with park frontages typically this is a $18 \mathrm{~m} \times$ 8 m exclusion zone based on edge of traffic lane. Rear access lanes are exempted from this requirement.


Number of Lots 1.33 ha

Average Lot Area 18
$\cdots \cdots \cdots \cdots \cdots \cdots . . .$.

TK 1.0 m contour Stage Boundary


Typical Setback Requirements Not to Scale
$0 \%$ Maximum Site Coverage
For front and secondary front setback to garage, measure from the front boundary to the garage opening (wall),
All other setbacks are measured from the boundary All other setbacks are measured from the bounday
to the outermost projection (including carports).





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.

1. Grantor
PARKSIDE DEVELOPMENT PTY LTD
Lodger (Name, address, E-mail \& phone number)
Lodger Code
ACN 009802233
2. Description of Easement/Lot on Plan

Title Reference
Servient Tenement (burdened land)
EASEMENT A IN LOT 167 ON SP 278263
\#Dominant Tenement (benefited land)
\# not applicable if easement in gross
NOT APPLICABLE
3. Interest being burdened

Fee simple

## \#4. Interest being benefited NOT APPLICABLE

\# not applicable if easement in gross
(include tenancy if more than one)
TOWNSVILLE CITY COUNCIL
ABN 44741992072
6. Consideration
$\$ 1.00$
7. Purpose of easement

STORMWATER DRAINAGE
8. Grant/Execution

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

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994
PARKSIDE DEVELOPMENT PTY LTD ACN 009802233
$\qquad$
$\qquad$
$\qquad$

## Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)
 signature
$15,4,16$ Execution Date


JENNIFER LORRAINE HILL Mayor of Townsville City Council for and on behalf of Tgqunsvill City Council



## Title Reference

This is the Schedule referred to in the Easement dated 15 ApriL 2016.

## 1. Grant of Easement

1.1 The Grantor does hereby grant and transfer to the Grantee the full and free right and liberty at all times to:
(a) use the Servient Tenement for the Permitted Purpose;
(b) have construct and thereafter use and maintain the Infrastructure on over and under the Servient Tenement;
(c) have full right of support of adjoining lands for the Infrastructure;
(d) have full free and uninterrupted access to the Infrastructure from the surface of the Servient Tenement for the Permitted Purpose and for the purpose of inspecting replacing cleansing amending enlarging repairing and removing the Infrastructure at all reasonable times by day (and by night in time of emergency) provided that the Grantee must give the Grantor not less than twenty-four (24) hours written notice of its intention to enter upon the Servient Tenement or in the case of an emergency without such notice; and
(e) do such other incidental works and things in the Servient Tenement as the Grantee shall in its discretion think fit,
("the Grant").
1.2 Subject to the terms of the Grant, the Grantee may;
(a) enter upon and to go pass and repass over along and under the Servient Tenement or any part or parts thereof with or without engineers surveyors workmen servants agents contractors and with or without vehicles plant and equipment of any description laden or unladen;
(b) dig into sink shafts in erect scaffolding upon and to open and break up the soil in the Servient Tenement or any part or parts thereof as well the subsurface as the surface thereof; and
(c) bring and place in and upon the Servient Tenement or any part or parts thereof and remove such materials machinery equipment tools and other articles.

## 2. Grantor's Covenants

The Grantor covenants with the Grantee that:
2.1 notwithstanding anything by the Grantor made done or knowingly suffered the Grantor has full power to make the Grant;
2.2 the Grant shall remain to and be quietly held and enjoyed and taken by the Grantee;
2.3 the benefit of the Grant shall be received and taken accordingly without any interruption or disturbance by the Grantor or any person rightfully claiming or to claim by through under or in trust for the Grantor and freed and discharged from or otherwise by the Grantor sufficiently indemnified against all such estates encumbrances claims or demands as either before or after the date hereof have been or shall be made occasioned or suffered by the Grantor or any person rightfully claiming by through under or in trust for it;
2.4 the Grantor and every other person having or rightfully claiming any estate or interest in the Servient Tenement will from time to time and at all times hereafter on the request and at the cost of the Grantee execute and do all such lawful assurances and things for further and more perfectly assuring the Grant and the rights thereby given to the Grantee as by them or any of them shall be reasonably required;
2.5 it will refrain from any action likely to jeopardise or prejudicially affect the safety or reliable working of the Infrastructure installed in or placed upon the Servient Tenement in pursuance of this Grant and that it will at

## Title Reference

all times after notice by the Grantee as hereinbefore referred to and in an emergency without notice refrain from using the Servient Tenement in a manner likely to obstruct or unreasonably hinder access by the Grantee; and
2.6 without otherwise limiting the Grantor's responsibility to obtain consents and approvals from statutory bodies or authorities, the Grantor may only place or erect any buildings structure pavement road filling refuse drain fence or plant any tree or excavate any hole well bore or tunnel on the Servient Tenement after having first obtained the written consent of the Grantee which consent may be given or withheld absolutely in the discretion of the Grantee who shall not be required to provide any reason for the granting or withholding of such consent.
2.7 the Grantor will at all times after notice by the Grantee as hereinbefore referred to and in an emergency without notice allow the Grantee such access to the Land or part or parts thereof as may be reasonably required to allow the Grantee to carry out work or access the Infrastructure in the Servient Tenement.

## 3. Infrastructure

3.1 Infrastructure installed or placed in under or upon the Servient Tenement pursuant to this Grant shall be and remain the property of the Grantee.
3.2 The Grantee shall in exercise of its powers endeavour to carry out the work in such a manner as to cause as little inconvenience as may be to the occupier of the Servient Tenement and if the work involves the breaking up of the surface of the ground will upon completion restore the surface as nearly as may be to the level of the adjacent ground (provided that this provision shall not apply to any area of open drain constructed by the Grantee).
3.3 Any works undertaken by the Grantee under this Easement are subject to the condition that the Grantee first obtain at its own cost the appropriate approvals under the Sustainable Planning Act 2009, including any permits relative to tree clearing.

## 4. Costs

The Grantor shall pay and bear all legal costs of and incidental to the preparation, execution, stamping and registration of these presents including all stamp duties and registration fees.

## 5. Termination

5.1 If at any time the Grantee finds it unnecessary to maintain the Infrastructure the Grantee shall be at liberty to surrender this Easement.
5.2 Upon termination of the Easement, the Grantee will, at its own cost and expense, remove all of the Grantee's above ground assets from the Easement Area and shall remove any other assets of the Grantee below the ground that may cause contamination or environmental harm to the land as defined by the Environmental Protection Act 1994 or similar legislation.
5.3 The Grantee appoints the Grantor to act as the Grantee's attorney and authorises the Grantor to execute all such documents and to perform such acts as on the Grantee's behalf as are necessary to procure the registration of a surrender of this Easement. The Grantor must not use its power pursuant to this clause unless the Grantee has breached a term or condition of this Easement and the Grantor is entitled to end the Easement.
6. Indemnity
6.1 In this clause -
(a) 'Claim' includes an action, suit, proceeding, claim, demand, cost, loss, damage or expense;
(b) 'the parties' means the Grantee and the Grantor.
6.2 The Grantee (other than the State of Queensland, if Grantee) indemnifies and agrees to keep indemnified the parties against any Claim, arising out of or in any way connected with this Easement from the date of

## Title Reference

grant or commencement of the Easement, the easement area or any activity on the easement area (all referred to as "the indemnified acts or omissions") save to the extent that the Claim arises as a result of any negligent act or omission of the parties, however, any negligent act or omission of one of the parties does not negate the indemnity to the other parties. The Grantee releases and discharges the parties from any Claim relating to the indemnified acts or omissions.

## 7. Public Liability

7.1 The Grantee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 (Commonwealth) naming the Grantee as the insured covering legal liability for any loss of or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the leased land or any improvements thereon and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof. Such policy must:
(a) be for an amount of not less than twenty million dollars $(\$ 20,000,000.00)$ in respect of all claims arising out of a single event;
(b) be effected on a "claims occurring" basis so that any claim made by the Grantee under the policy after the expiration of the period of policy cover but relating to an event occurring during the currency of the policy will be covered by the policy subject to the claim meeting the policy's other terms and conditions; and
(c) be maintained at all times during the currency of the easement.
7.2 The Grantee must renew such policy, at the Grantee's expense, each year during the currency of this easement and forward a certificate of currency to within 14 days of the commencement of each respective renewal period.
7.3 Upon receipt of a Notice of Cancellation, the Grantee must immediately effect another public liability policy in accordance with the provisions of this condition.
7.4 Clause 7.1 of this condition will be satisfied if the Grantee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund.
8. Definitions and Interpretation
8.1 This easement is granted pursuant to the Act and is subject to the terms of the Act.
8.2 Unless the context indicates otherwise:
(a) Act means the Land Title Act or as amended from time to time;
(b) Easement means the Form 9 Easement dated 15 April 2016;
(c) Grantee means the party described in Item 5 of the Easement;
(d) Grantor means the party described in Item 1 of the Easement;
(e) Infrastructure means a surface drain or channel or an underground pipe or pipes or both for the passage or conveyance of stormwater under the Servient Tenement and all equipment and fittings in connection therewith and appurtenant thereto including surface manholes, marker posts and plates;
(f) Land means Lot 167 on SP 278263;
(g) Permitted Purpose means the passage or conveyance of stormwaters and for any other purpose connected with stormwater drainage;

## Title Reference

(h) Servient Tenement means easement A in Lot 167 on SP278263 as set out in Item 2 of the Easement.

### 8.3 A reference to:

(a) a party includes the party's executors, administrators, successors, substitutes and assigns.
(b) the singular includes the plural and the plural includes the singular;
(c) one gender includes each other gender; and
(d) a person includes bodies corporate and trusts, and vice versa.






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PARKSIDE DEVELOPMENT PTY LTD

## AS-CONSTRUCTED ISSUE <br> 霽

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