

Our ref: L82316/PR151770/OCK

135 Abbott Street
Cairns QLD 4870
T +61 7 4031 1336

Date: 10 August 2023

Chief Executive Officer
Douglas Shire Council
PO Box 723
Mossman, QLD, 4873

Attention: Rebecca Taranto

Dear Rebecca,

Council's Ref: MCUC 2023_5336/1 – Response to Council's Information Request and Further Issues Letter in Respect of Proposed Dwelling House on Land at 21 Murphy St, Port Douglas

Further to Council's Information Request, dated 2 May '23 and Further Issues Letter, dated 21 June '23 and Council's agreement to extend the timeframe to respond up until 11 August '23, we provide the following responses.

Council's Information Request Item 1

Council's Information Request Item 1, states;

Site Plans

1. *Please provide site plans and details that demonstrate;*
 - a. *Proposed works within the road reserve, including extension of the sealed road pavement, kerb and channel and any changes to the vegetation in the road reserve;*
 - b. *Connection to Council's reticulated water. Should Council's water meter require relocation, please provide drawings identifying the new location;*
 - c. *Clarify design details of the proposed delivery storage and seating adjacent to the Murphy Street road boundary; and*
 - d. *Provide a section drawing showing the 8.5metre building line for the development.*

Applicant's Response

The proposed works in the road reserve, including the extension of the sealed road pavement and the extension of the kerb and channel from 23 Murphy Street has been detailed in the Proposed Stormwater Drainage and Site Access Plan prepared by Rodgers Consulting Engineers and provided for reference in **Attachment A**.

The proposed changes to vegetation in the road reserve are detailed in the Landscape Documentation prepared by RPS and provided for reference in **Attachment B**. It is noted that the changes to vegetation in the road reserve are expected to achieve the screening effect that Council seeks.

With regard to Information Request Item 1b, as indicated in the Proposed Stormwater Drainage and Site Access Plan prepared by Rodgers Consulting Engineers and provided for reference in **Attachment A**, the water meter is proposed to be located in the northeastern corner of 21 Murphy Street.

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With regard to Information Request Items 1c and d, it is noted that Plans prepared by Architecture By Us, which addressed the information request items, were forwarded for your review on 18 July '23 and are provided for reference in **Attachment C**. In addition, the Plans prepared by Architecture By Us and lodged as part of the original Development Application submission, TP01 – TP06 have been updated to incorporate the Further Information response detail and are also included in **Attachment C**. Based on our recent discussion in respect of the Plans provided, it is anticipated that they adequately address the required information.

Council's Information Request Item 2

Council's Information Request Item 2, states;

Stormwater Drainage

2. *Council requires that stormwater from the road is conveyed to a lawful point of discharge. Please provide drawings that show how stormwater from the road will be conveyed to the stormwater pit located within the road reserve in front of Lot 0 on SP227598.*

Applicant's Response

As detailed in the Proposed Stormwater Drainage and Site Access Plan prepared by Rodgers Consulting Engineers and provided for reference in **Attachment A**, stormwater from the road will be conveyed to the stormwater pit located within the road reserve in front of Lot 0 on SP227598 via the kerb and channel that is to be extended from 23 Murphy Street.

Council's Information Request Item 3

Council's Information Request Item 3, states;

Access to Easement

3. *Please provide evidence of an agreement that permits discharge of stormwater from the subject premises into drainage Easement D on SP227593.*

Applicant's Response

A detailed response to this Item of the Information Request was forwarded to Council on 13 June '23, refer to copy in **Attachment D**. It is understood that our response adequately addressed the Information Request Item. This is particularly evident from the receipt of Council's Further Issues Letter which seeks stormwater calculations to be provided that confirm that the stormwater pipe has the capacity to convey stormwater from the subject premises to meet with the stormwater infrastructure on Grant Street.

Council's Information Request Item 4

Council's Information Request Item 4, states;

Retaining Walls

4. *Provide details for each retaining structure which is sited adjacent and parallel to the site boundaries. Details must include;*
 - a. *The specific means of supporting or retaining to be used and where relevant geotechnical design detail;*
 - b. *Elevations and sections for each retaining structure, including the proposed timber screening fence;*
 - c. *Where relevant, provide structural design for the raised stack rock structure against the retaining wall; and*
 - d. *Ground levels for the premises adjoining the side and rear boundaries.*

Applicant's Response

The proposed Retaining Walls have been detailed in the Retaining Wall and Site Detail Plan and Retaining Wall Detail Plans prepared by Rodgers Consulting Engineers and provided for reference in **Attachment A**.

Council's Information Request Item 5

Council's Information Request Item 5, states;

Building Over Sewer

5. *Provide plans and sections showing how the proposed retaining wall on the north-western side boundary complies with the requirements of the QDC MP 1.4. with respect to the location of the sewer.*
 - a. *Drawings should show, building elements in relation to the sewer infrastructure, invert levels of the infrastructure, zone of influence, horizontal and vertical clearances; and*
 - b. *Drawings must be certified by a RPEQ structural engineer.*

Applicant's Response

Details relating to the Retaining Wall proposed over Council's Sewer have been provided in the Retaining Wall Detail Plan – Sheet 1 prepared by Rodgers Consulting Engineers and provided for reference in **Attachment A**.

Council's Information Request Item 6

Council's Information Request Item 6, states;

Plan of Earthworks

6. *Please provide a Plan of Earthworks that shows the areas of the site nominated for cut and fill and volume of any cut or fill.*

Applicant's Response

With regard to Information Request Item 6, it is noted that a Plan prepared by Architecture By Us, which addresses the information requested, was forwarded for your review on 18 July '23 and is provided for reference in **Attachment C**. Based on our recent discussion in respect of the Plan provided, it is anticipated that the Plan provided adequately addresses the required information.

Council's Information Request Item 7

Council's Information Request Item 7, states;

Access Driveway

7. *Provide a longitudinal survey and sections of the driveway that demonstrates that the driveway complies with access gradients in accordance with AS2890 and that vehicles exiting the garage can do so in a safe manner.*

Applicant's Response

Detail of the Access Driveway, compliant with Council's requirement, is provided in the Proposed Stormwater Drainage and Site Access Plan prepared by Rodgers Consulting Engineers and provided for reference in **Attachment A**.

Council's Information Request Item 8

Council's Information Request Item 8, states;

Landscaping

8. *Provide a Landscape Plan that nominates the species and location of trees to be retained and proposed species to be used in plantings. The Landscape Plan should have regards to the Planning Scheme Policy No.7 Landscaping.*

Applicant's Response

The Landscape Documentation prepared by RPS and provided for reference in **Attachment B** is consistent with Council's Planning Scheme Policy No.7 Landscaping and specifically addresses the provisions of the assessment particularly relevant to the landscaping to be provided as part of the development. The

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proposed landscape works are compliant with Council's requirements and will assist in allowing the development to be a good fit in the landscape.

Council's Further Issues Letter

Council's Further Issues Letter, states;

Storm Water Drainage

To convey stormwater received by the site to a lawful point of discharge, the Applicant proposes to connect to Council's stormwater infrastructure located at the northern end of Easement D on SP227593.

For Council to permit the connection, please provide calculations showing that the stormwater pipe has the capacity to convey stormwater from the subject premises to meet with the stormwater infrastructure on Grant Street.

Applicant's Response

As indicated in our e-mail to Council, dated 29 June '23, in response to the Further Issues Letter, our Surveyors checked existing Detail Survey Plans and stormwater drainage infrastructure that exists on the adjacent land and confirmed that the existing stormwater drainage infrastructure has a 375mm diameter stormwater pipe through 23 Murphy St and through the other adjoining land to Grant Street.

Rodgers Consulting Engineers prepared a Stormwater Management Plan in support of the proposed development which was included in the original Development Application submission, refer to Appendix F of the original Development Application submission. The Stormwater Management Plan was prepared on the basis that stormwater can be directed through the 375mm diameter stormwater pipe through 23 Murphy St and through the other adjoining land to Grant Street. It is anticipated that the Stormwater Management Plan prepared by Rodgers Consulting Engineers is adequate for Council's requirements.

The responses provided address all of the Information Request Items and the issue raised in the Further Issues Letter and Council is requested to complete its assessment of the Development Application.

However, should you seek to discuss any aspect of the proposed development and/or seek further information to facilitate your assessment, do not hesitate to contact the undersigned.

Yours sincerely,
for RPS AAP Consulting Pty Ltd



Owen Caddick-King

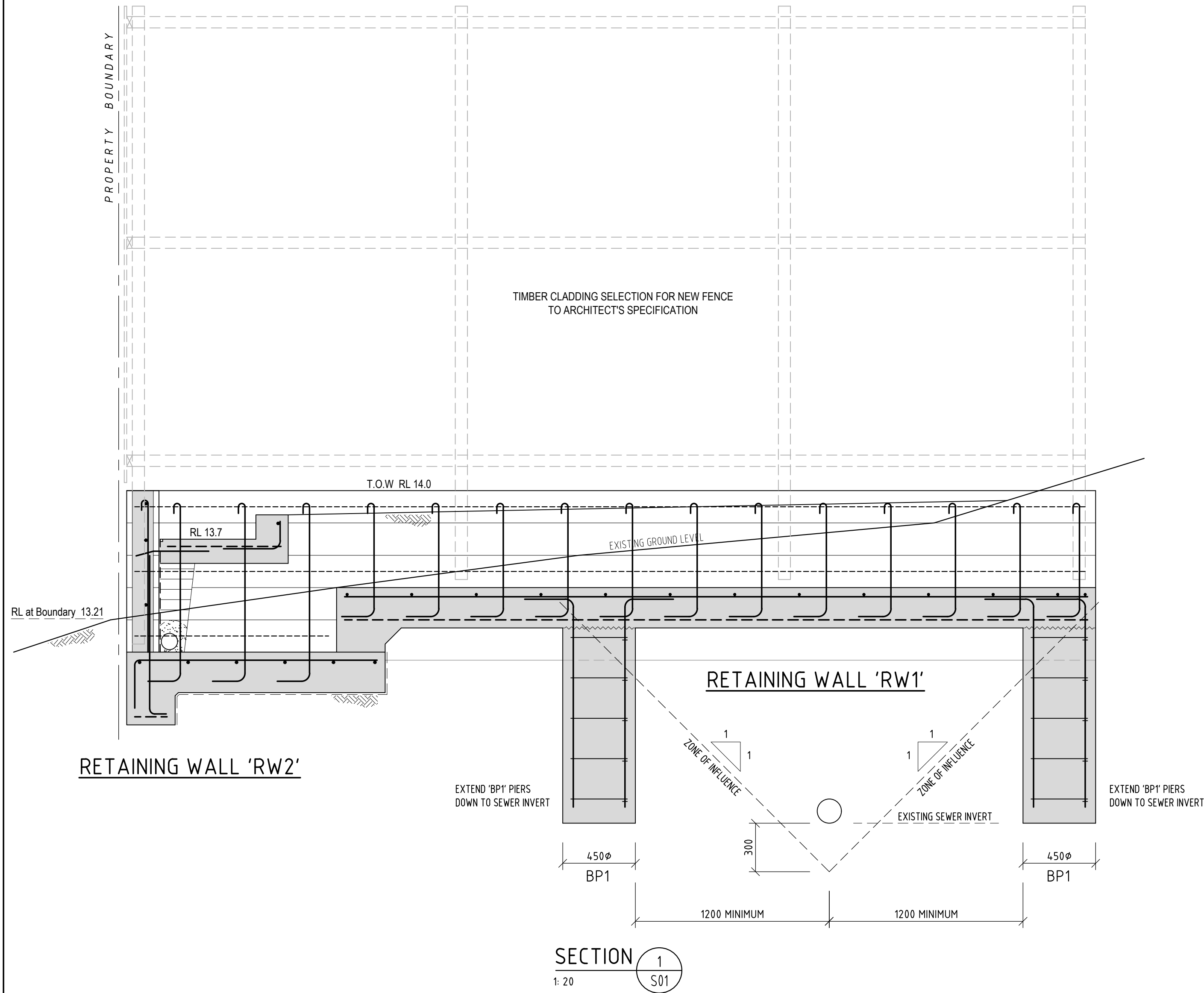
Principal - Planning

owen.caddick-king@rpsgroup.com.au

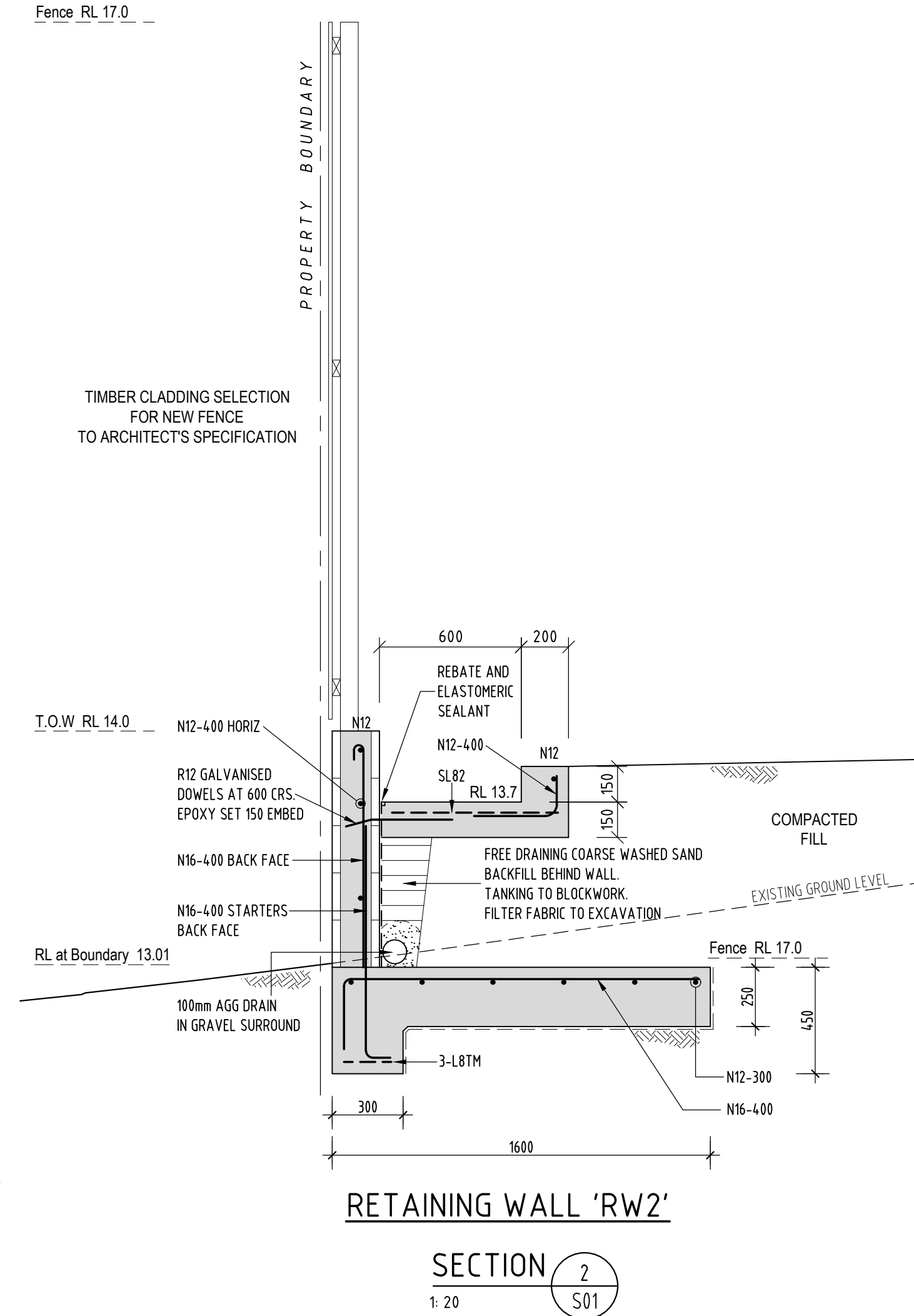
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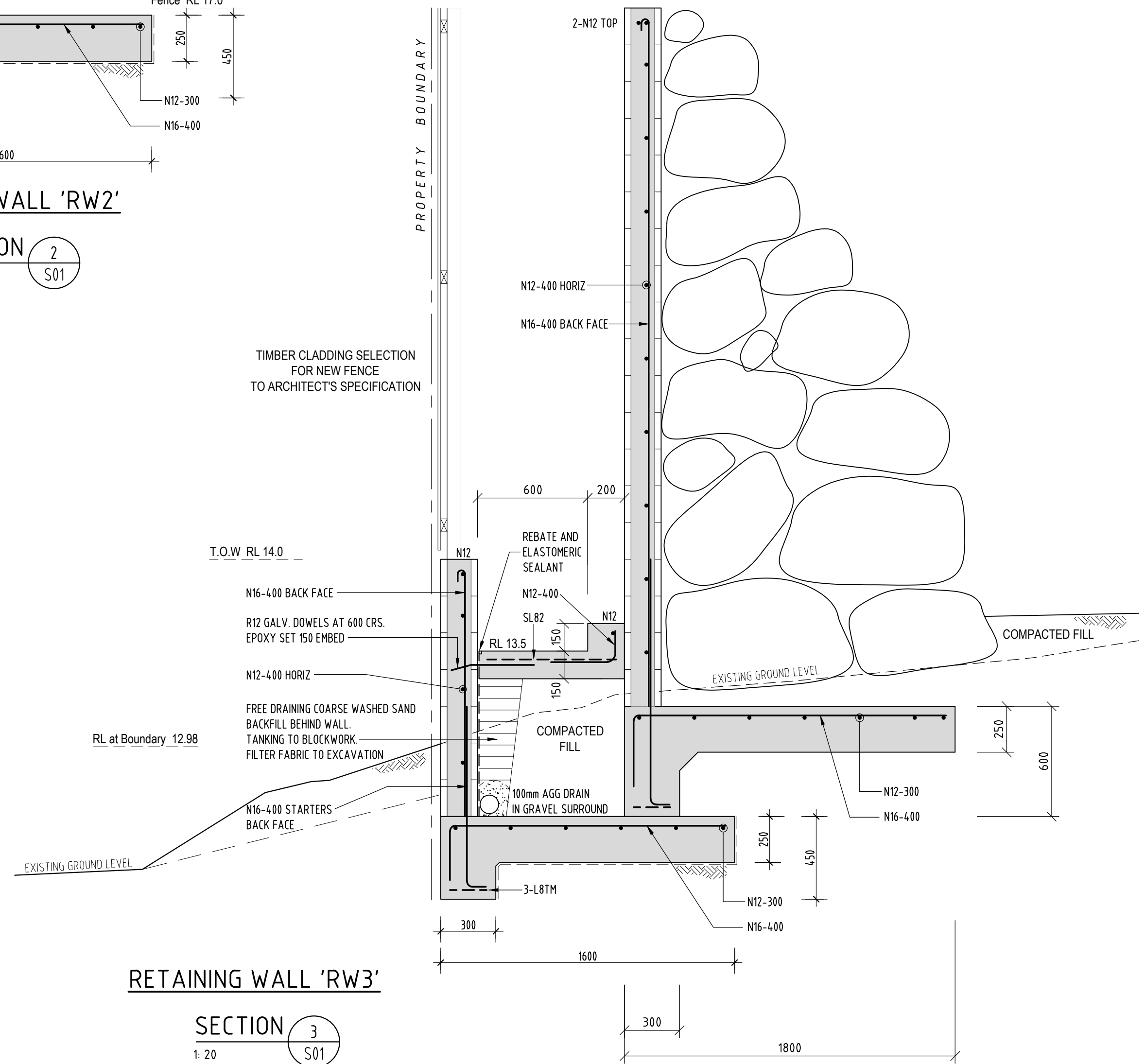
ATTACHMENT A



SECTION 1
1: 20
S01



SECTION 2
1: 20
S01



SECTION 3
1: 20
S01

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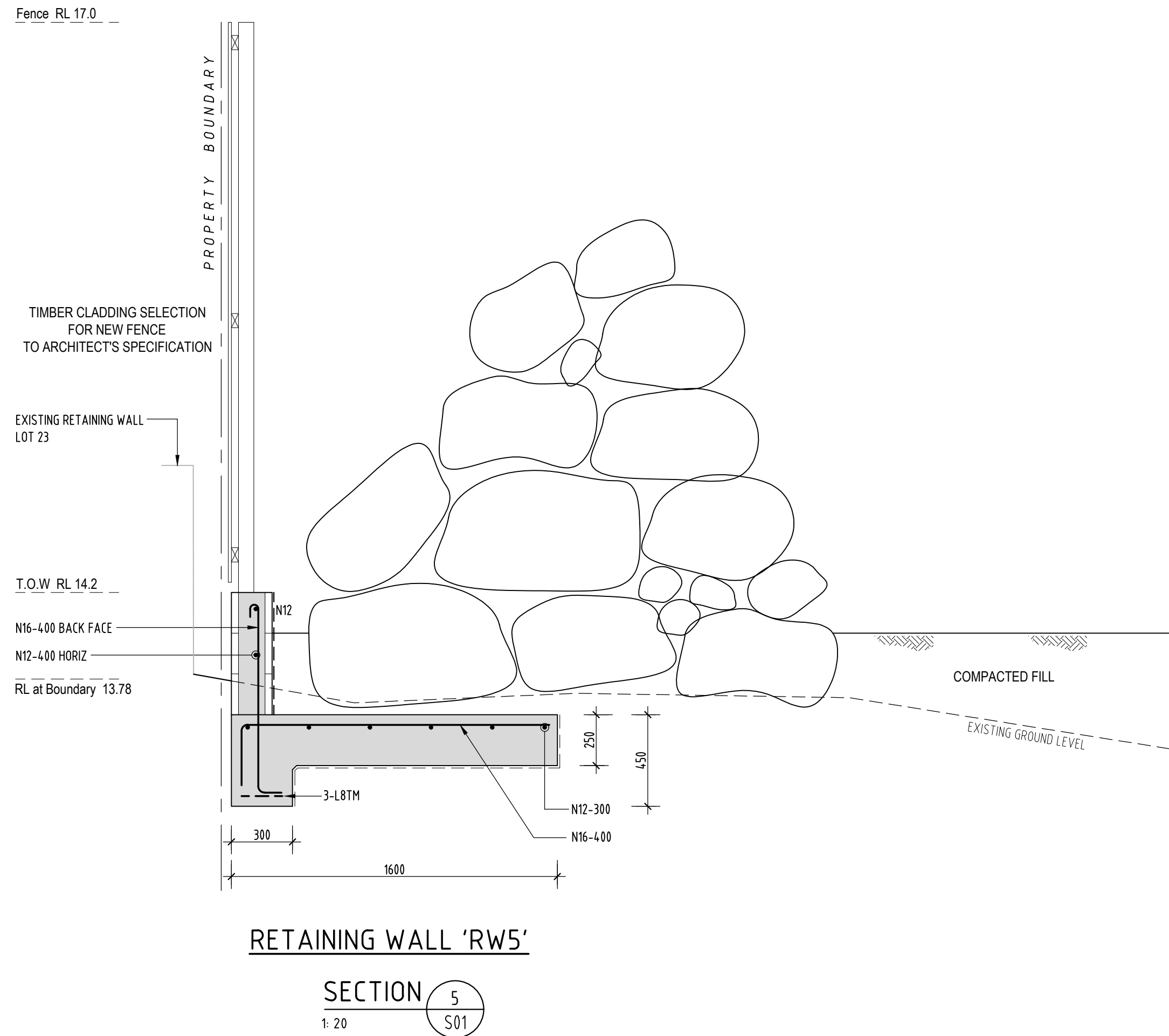
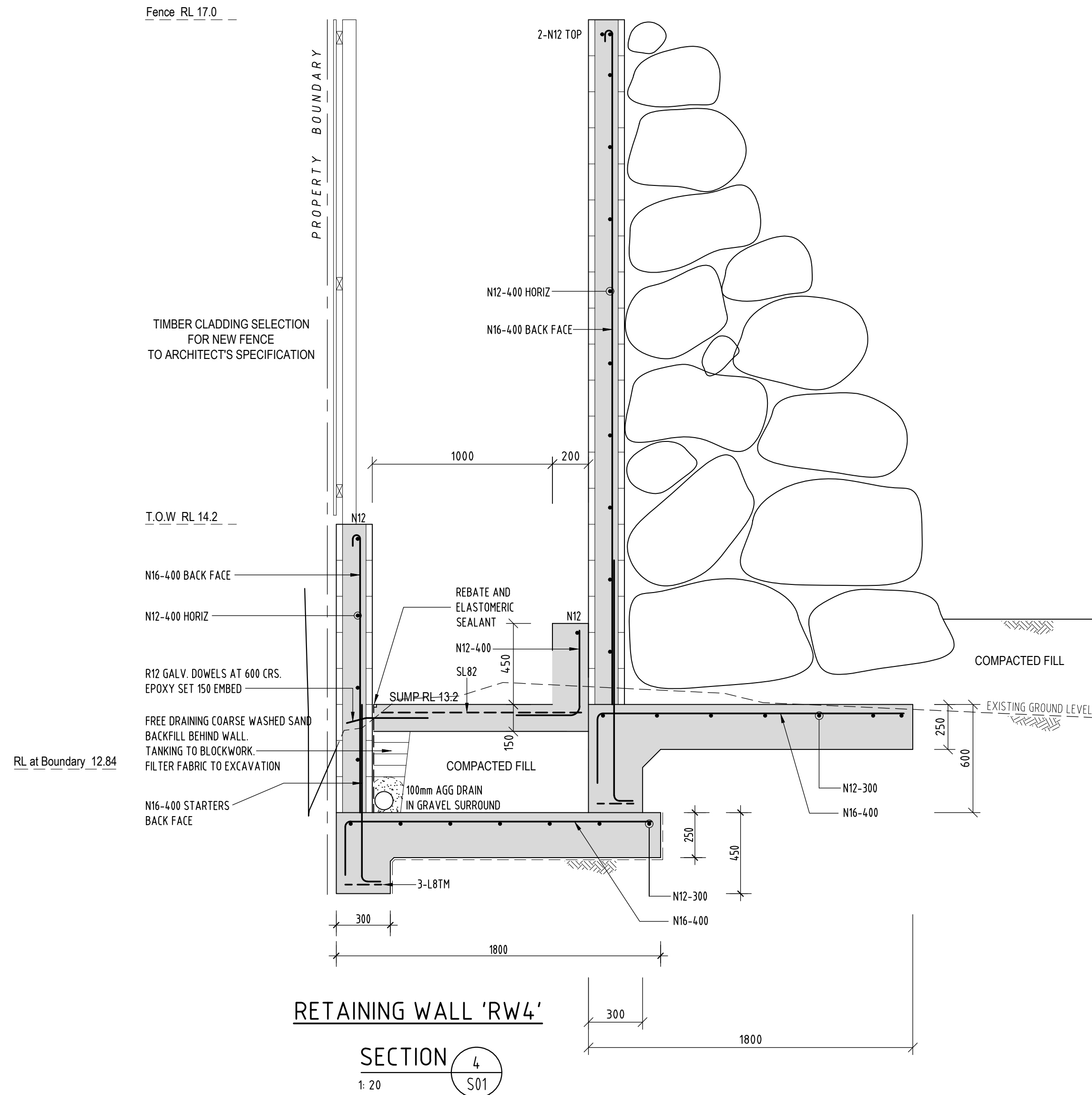
DA	DEVELOPMENT APPROVAL	7-8-2023			
P1	PRELIMINARY ISSUE	26-7-2023			
REV	DESCRIPTION	APP'D	DATE	REV	DESCRIPTION

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CLIENT:	ANTHONY HALL
PROJECT:	PROPOSED NEW DWELLING 21 MURPHY STREET PORT DOUGLAS

RODGERS CONSULTING ENGINEERS
124 SPENCE STREET P.O. BOX 1769 CAIRNS 4870 admin@rogersconsulting.com.au
PHONE: 07 4051 9466 FAX: 07 4051 9477

TITLE:		RETAINING WALL DETAILS SHEET 1	
DRAFTED: RF	REVIEWED: -	APPROVED:	
DESIGNED: HR	A1 PLAN		
SCALE: AS NOTED	PROJECT NO: 220704	DWG NO: S02	REV: DA



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APPROVAL
NOT FOR
CONSTRUCTION

DA	DEVELOPMENT APPROVAL						
P1	PRELIMINARY ISSUE						
REV	DESCRIPTION	APP'D	DATE	REV	DESCRIPTION	APP'D	DATE

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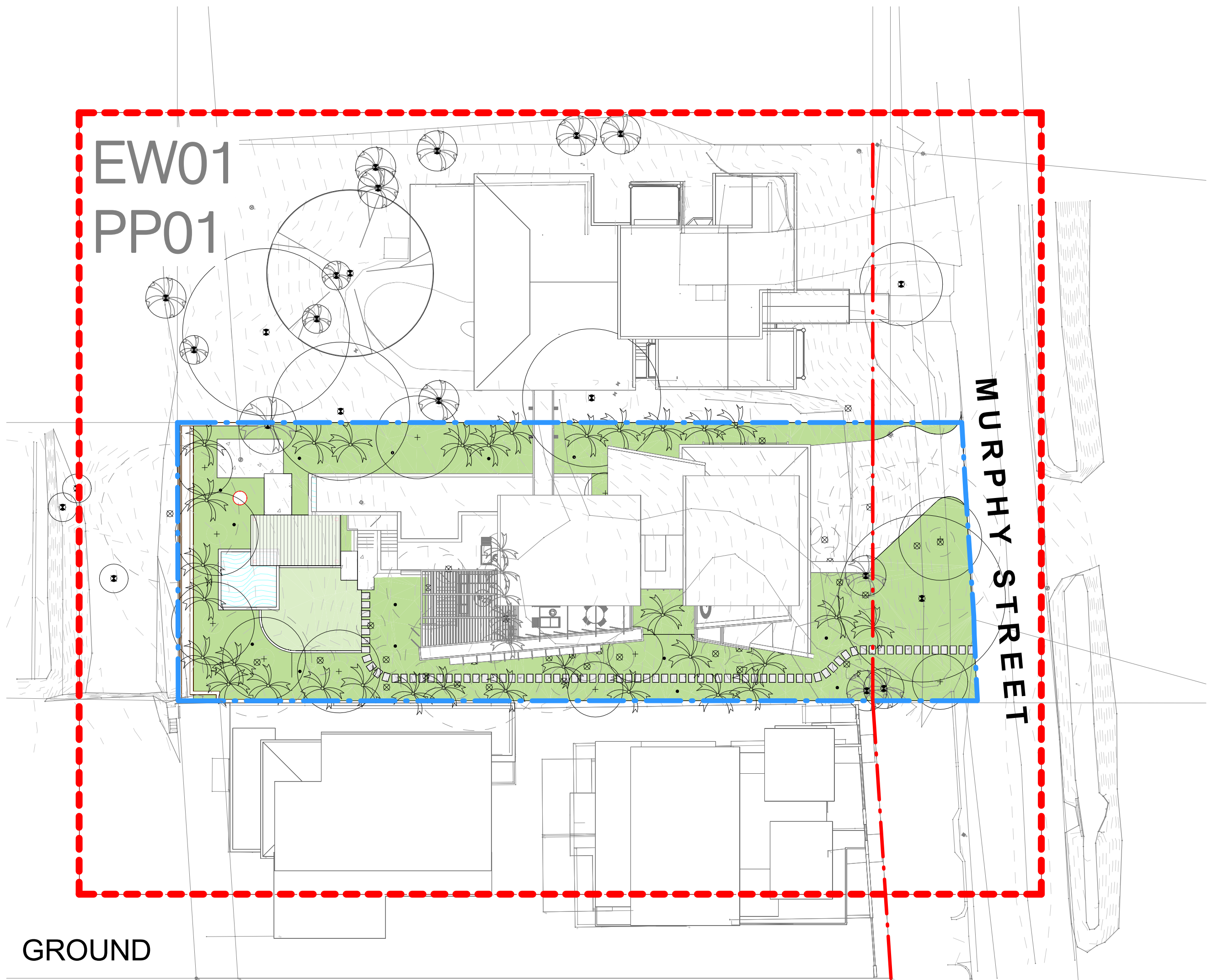
TITLE: RETAINING WALL DETAILS SHEET 2			
DRAFTED: RF	REVIEWED: -	APPROVED:	
DESIGNED: HR	A1 PLAN		
SCALE: AS NOTED	PROJECT NO: 220704	DWG NO: S03	REV: DA



ATTACHMENT B

21 Murphy Street, Port Douglas

Landscape Documentation



LEGEND

EXTERNAL WORKS

GENERAL

- EXTENT OF WORKS
- PROPERTY BOUNDARY
- EX 0.00 EXISTING SURFACE LEVEL
- 0.00 RELATIVE LEVEL
- TW 0.00 TOP OF WALL LEVEL

SOFTSCAPE

- TREE
Refer Planting schedule
- PALM
Refer Planting schedule
- TREES TO BE RETAINED
Tree protection measures in accordance with TCC requirements
- TREES TO BE RELOCATED
- TREES TO BE REMOVED
- TPZ - TREE PROTECTION ZONE
- SRZ - STRUCTURAL ROOT ZONE
- SHRUBS
Refer Planting Schedule
- GROUND COVER
Refer Planting Schedule
- PA1 - PLANTING AREA TYPE 1
Refer Materials & Finishes
- PA2 - PLANTING AREA TYPE 2
Refer Materials & Finishes
- TF1 - TURF ON GROUND
Refer Materials & Finishes
- PD1 - PROPOSED POND
Refer Materials & Finishes

PAVEMENT FINISHES

- PT1 - PAVEMENT TYPE 1
Refer Materials & Finishes
- PT2 - DECKING
Refer Materials & Finishes
- STP - CONCRETE STEPPERS
Refer Materials & Finishes

EDGES

- E1 - EDGE TYPE 1
Refer Materials & Finishes
- RB - ROOT BARRIER
Refer Materials & Finishes

GENERAL NOTES

- These drawings must be read in conjunction with the full specification
- These drawings must be read in conjunction with drawing package from the consultant team including all engineering drawings, architectural drawings and Arborist Specification.
- Do not scale from these drawings - use figured dimensions.
- SERVICES**
Verify the 'as built' location of all existing services before excavation works are started. Services shown are indicative only.
- SURFACE LEVELS**
Final surface levels to be verified on site. All adjacent surfaces are to be level and flush unless stated or documented otherwise.
- FALLS**
All pavement, planting & turf areas to be graded evenly. ponding is unacceptable.
- MATERIALS & FINISHES**
Refer Schedule Materials & Finishes in Specification for all elements contained within these drawings.
- DESIGN FOR ACCESS AND MOBILITY**
All external works to comply with AS 1428 Parts 1 & 4. Longitudinal grades no steeper than 1 in 20 and crossfall grades no steeper than 1 in 40.
- PLANTING**
Refer Planting Schedule.

DRAWING SCHEDULE

- | | |
|------|--------------------------------|
| CS01 | COVER SHEET |
| SC02 | PLANT SCHEDULE |
| SC03 | MATERIALS AND FINISHES |
| EW01 | EXTERNAL WORKS - PLAN 1 OF 1 |
| PP01 | PLANTING - PLAN 1 OF 1 |
| LD01 | LANDSCAPE DETAILS - 1 OF 1 |
| LD02 | LANDSCAPE ELEVATION - 1 OF 2 |
| LD03 | LANDSCAPE ELEVATION - 2 OF 2 |
| LD04 | LANDSCAPE PERSPECTIVE - 1 OF 1 |

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03	AMENDED ISSUE	2023-08-10	BGS	TFC
02	ARBORIST RECOMMENDATION	2023-08-03	BGS	TFC
01	INITIAL ISSUE	2023-07-19	BGS	TFC
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client
Anthony Hall - Property Owner

project
21 Murphy Street, Port Douglas

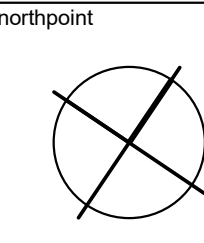
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drawing number
CS01

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03



PLANTING SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	MINIMUM POT SIZE	HEIGHT AND SPREAD	CALIPER	SPACING	STAKES AND GUYS	COUNT	NATIVE STATUS
TREE									
ATR fit	ATRACTOCARPUS fitzalanii	Brown Gardenia	300mm	4000 x 4000 mm	100 mm	REFER PLAN	YES	4	Intranational
CYA coo	CYATHEA cooperi	Fern Tree	300mm	4000 x 3000 mm	100 mm	REFER PLAN	YES	1	QLD Endemic
XAN chr	XANTHOSTEMON chrysanthus	Black Penda	300mm	4000 x 6000 mm	100 mm	REFER PLAN	YES	6	QLD Endemic
SHRUB									
CYC med	CYCAS media	Australian Nut Palm	300mm	300 x 300 mm		REFER PLAN	NO	7	Not Native
CYC rev	CYCAS revoluta	Sago Palm	300mm	300 x 300 mm		REFER PLAN	NO	7	Not Native
PALM									
ARC ale	ARCHONTOPHOENIX alexandrae	Alexandra Palm	300mm	4000 x 2000 mm	100 mm	REFER PLAN	NO	17	Regional Endemic
LIC ram	LICUALA ramsayi	Australian Fan Palm	300mm	4000 x 2000 mm	100 mm	REFER PLAN	NO	15	QLD Endemic
GROUND COVER									
ALP cae	ALPINIA caerulea	Native Ginger	140mm	140 x 140 mm		REFER PLAN	NO	391	Intranational
ALP mod	ALPINIA modesta	Narrow-leaved Ginger	140mm	140 x 140 mm		REFER PLAN	NO	243	QLD Endemic
ASP aus	ASPLENIUM australasicum	Birds Nest Fern	140mm	150 x 150 mm		REFER PLAN	NO	101	Native / Not Endemic
BLE nud	BLECHNUM nudum	Fishbone Waterfern	140mm	150 x 150 mm		REFER PLAN	NO	153	Intranational
COR str	CORDYLINE stricta	Native Cordyline	140mm	140 x 140 mm		REFER PLAN	NO	402	Not Native
DIA cae	DIANELLA caerulea	Northern Flax	140mm	150 x 150 mm		REFER PLAN	NO	257	Native / Not Endemic
GAR act	GARDENIA actinocarpa	Daintree Gardenia	140mm	150 x 150 mm		REFER PLAN	NO	421	QLD Endemic (Endangered)
LOM hys	LOMANDRA hystrix	Matt Rush	140mm	140 x 140 mm		REFER PLAN	NO	150	Intranational
LOM lon	LOMANDRA longifolia	Spiny-Head Matt Rush	140mm	140 x 140 mm		REFER PLAN	NO	421	Intranational
PLE rac	PLEURANTHODIUM racemigerum	Raceme Ginger	140mm	150 x 150 mm		REFER PLAN	NO	185	QLD Endemic

NOTE:
The contractor shall review the plant schedule to ensure that drawings and schedules concur. Where insufficient detail or discrepancies may exist on either the plans or the schedule, it is the contractors responsibility to resolve immediately with the Landscape Architect and prior to providing tender pricing, signed work contracts or commencement of works.

NATIVE STATUS PERCENTAGE:


QLD Endemic	= 35.3%	All are native plants of douglas local government area. <small>https://wetlandinfo.des.qld.gov.au/wetlands/facts-maps/wetland/AreaID=1ga-douglas&Kingdom=plants&SpeciesFilter=Native</small>
Intranational	= 29.4%	
Regional Endemic	= 5.9%	
Native / Not Endemic	= 11.8%	
Not Native	= 17.6%	

In accordance with Douglas Shire Planning Scheme - 7.2.4 Port Douglas/Craiglie Local Plan Code - Section P04, the landscaping of the development complements the existing tropical character of Port Douglas and Craiglie, by incorporating around 80% of Native/Emdemic planting species in its proposed design outcome. This will also comply with the Port Douglas Waterfront Masterplan - Landscape Design Guide, Design Principles - where it it states "60% of total proposed species are to be endemic or native species".

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03	AMENDED ISSUE	2023-08-10	BGS	TFC
02	ARBORIST RECOMMENDATION	2023-08-03	BGS	TFC
01	INITIAL ISSUE	2023-07-19	BGS	TFC
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client

Anthony Hall - Property Owner

project

21 Murphy Street, Port Douglas

title

PLANT SCHEDULE

scale

project number

010764.001

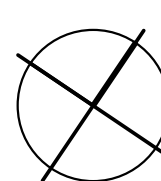
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SC02

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03

northpoint



MATERIALS & FINISHES SCHEDULE


Code / Item	Manuf. / Supplier	Requirements / Comments
Site Prep		
Erosion and silt control measures		Refer construction site management plan
Site set-up (all landscape)		Advise location of site shed if applicable
Supply of temporary power and water		During the contruction period
Tree protection fence		Refer Arborist specification
Earthworks		
Excavation/ Filling to adjust civil profiles		To adjust civil profiles to desired shape and trim.
Grading and Trim (all landscape)		All landscape- Assumes bulk levels are left within 150-300mm of required finished levels 150mm assumed for turf 300mm assumed for planting
Planting		
Tree Guard		Praxis - 1500 square Duraplate Tree Grate as supplied by CityGreen
Root Barrier		Type: Nylex General Products “Root Barrier” HDPE, or approved equivalent. Roll Width: 900mm Minimum Width: 3000mm and 1500mm from centre of tree.
Softscape		
PA1 - Planting Area Type 1		Type: Planting Area Over Natural Ground Mulch: Imported weathered hoop pine chip bark Depth: 100mm - Refer to specifications for details. Soils to FNQROC requirements
PA2 - Planting Area Type 2		Type: Planting Area Over Natural Ground Mulch: Imported Rock Mulch - 50mm DIA River Gravel Depth: 100mm - Refer to specifications for details. Soils to FNQROC requirements
TF1 - Turf on Ground		Type: Turf over natural ground Species: min 95% Couch 25mm thick – First grade, 100% cover. Soils to FNQROC requirements

Code / Item	Manuf. / Supplier	Requirements / Comments
Hardscape		
E1 - Edge Type 1		Type: Continuous concrete Edge Sizing: 150mm x 150mm Colour: ONYX Tool Joint Spacing: 2500mm max Expansion Joint Spacing: 10000mm max
PD1 - Pond		Type: Custom Square Pond Size: 4400mm x 4400mm Subject to Detail Design
PT1 - Pavement Type 01		Type: Plain Coloured Broom Finish Concrete Slabs Aggregate: to AS1379 Colour: TBD with Architect Finish: Light broom finish - samples to be approved Slip Resistance: P4 Wet Pendulum Test refer AS HB 198 Joints: TBD
PT2 - Timber Decking		Type: Timber Decking TBD with Architect
STP - Concrete Stepper	Bunnings	Type: Anston Rectangle Concrete Paving Slab Size: 600mm x 450mm Colour: Grey Or Equal

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client

Anthony Hall - Property Owner

project

21 Murphy Street, Port Douglas

title

MATERIALS AND FINISHES

scale

project number

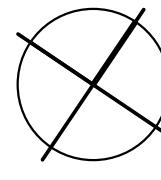
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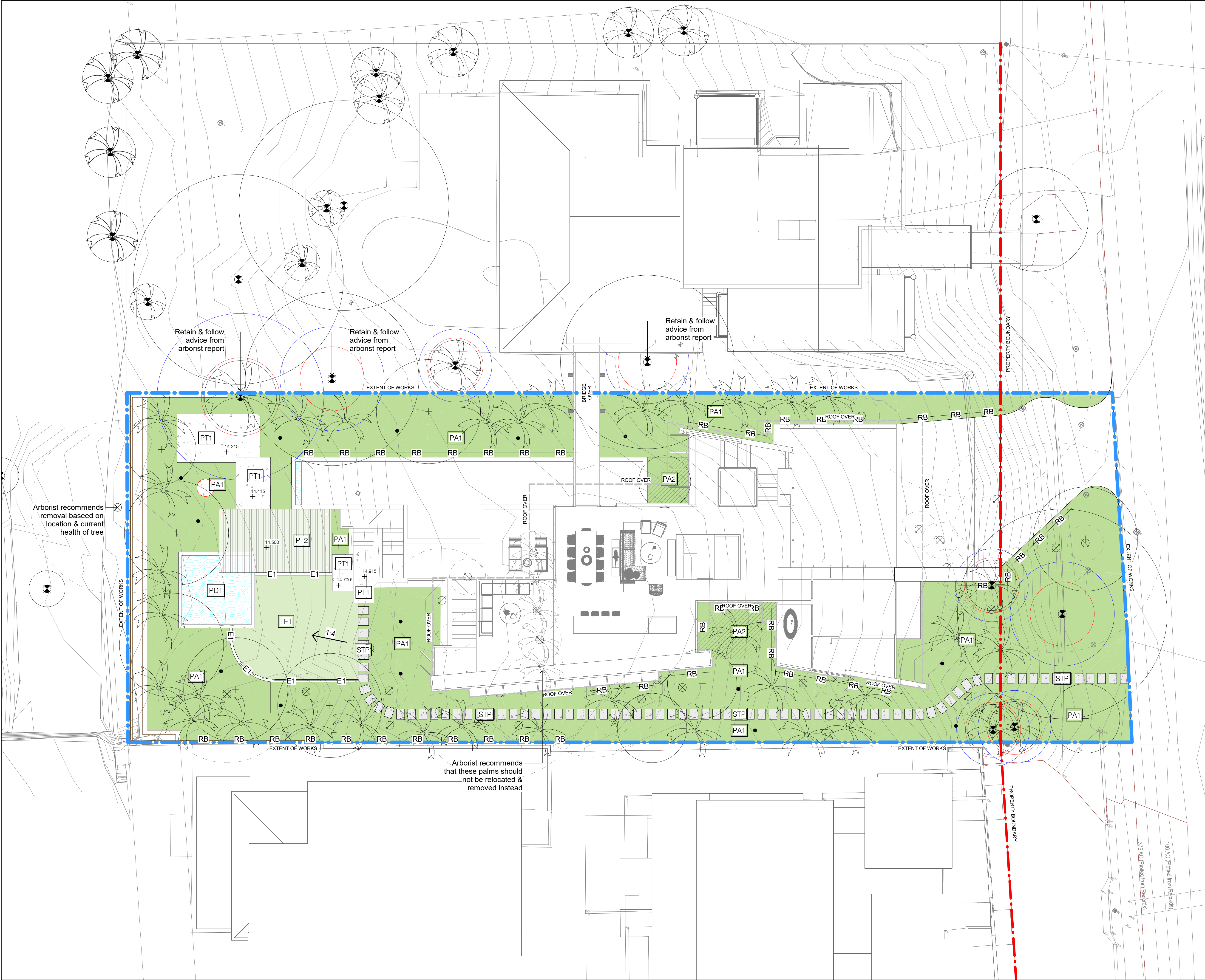
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SC03

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northpoint





- EXISTING TREES
- TREES TO BE RETAINED
Tree protection measures in accordance with BCC requirements
 - TREES TO BE RELOCATED
 - TREES TO BE REMOVED
 - TPZ - TREE PROTECTION ZONE
 - SRZ - STRUCTURAL ROOT ZONE

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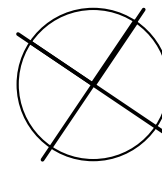
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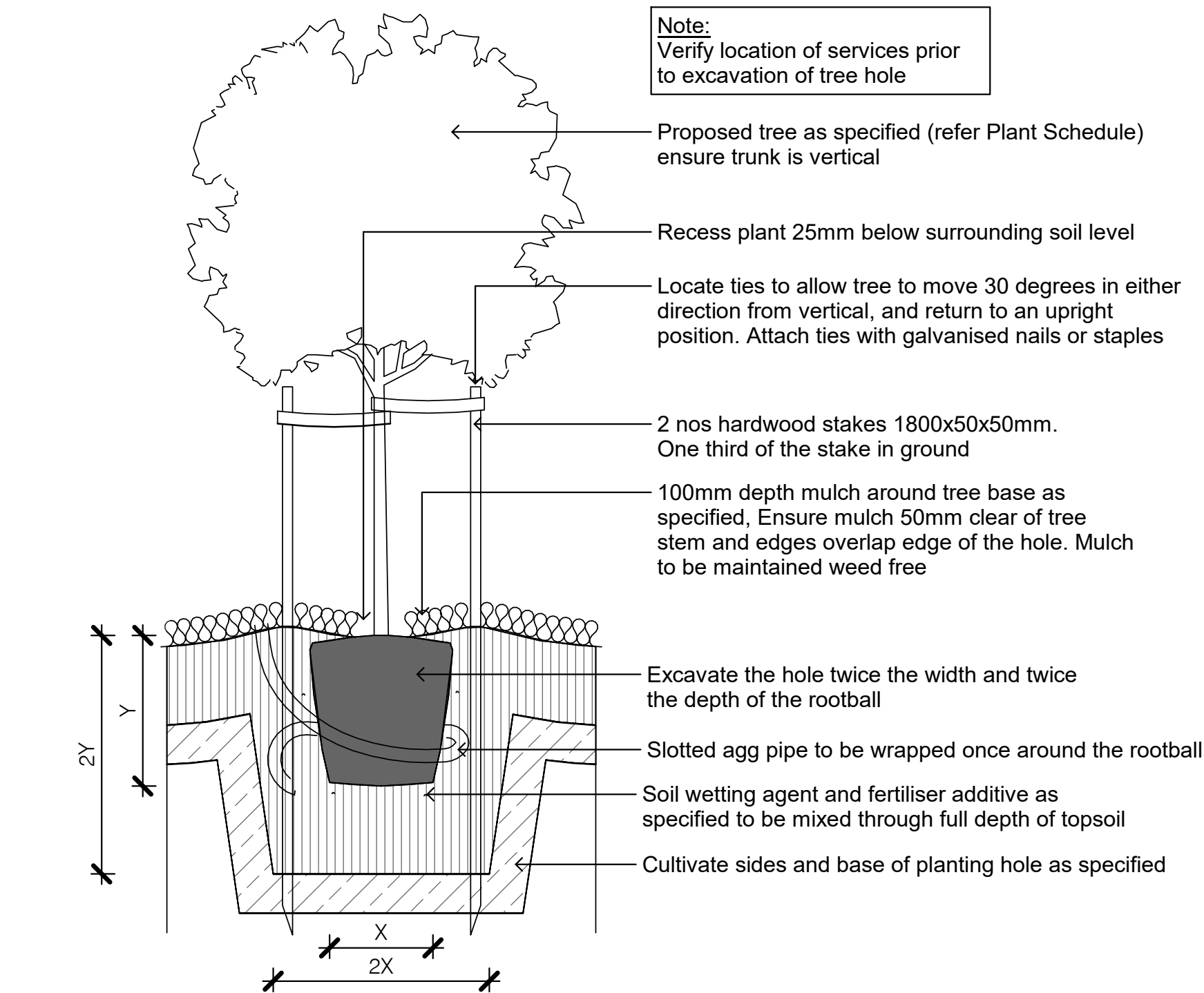


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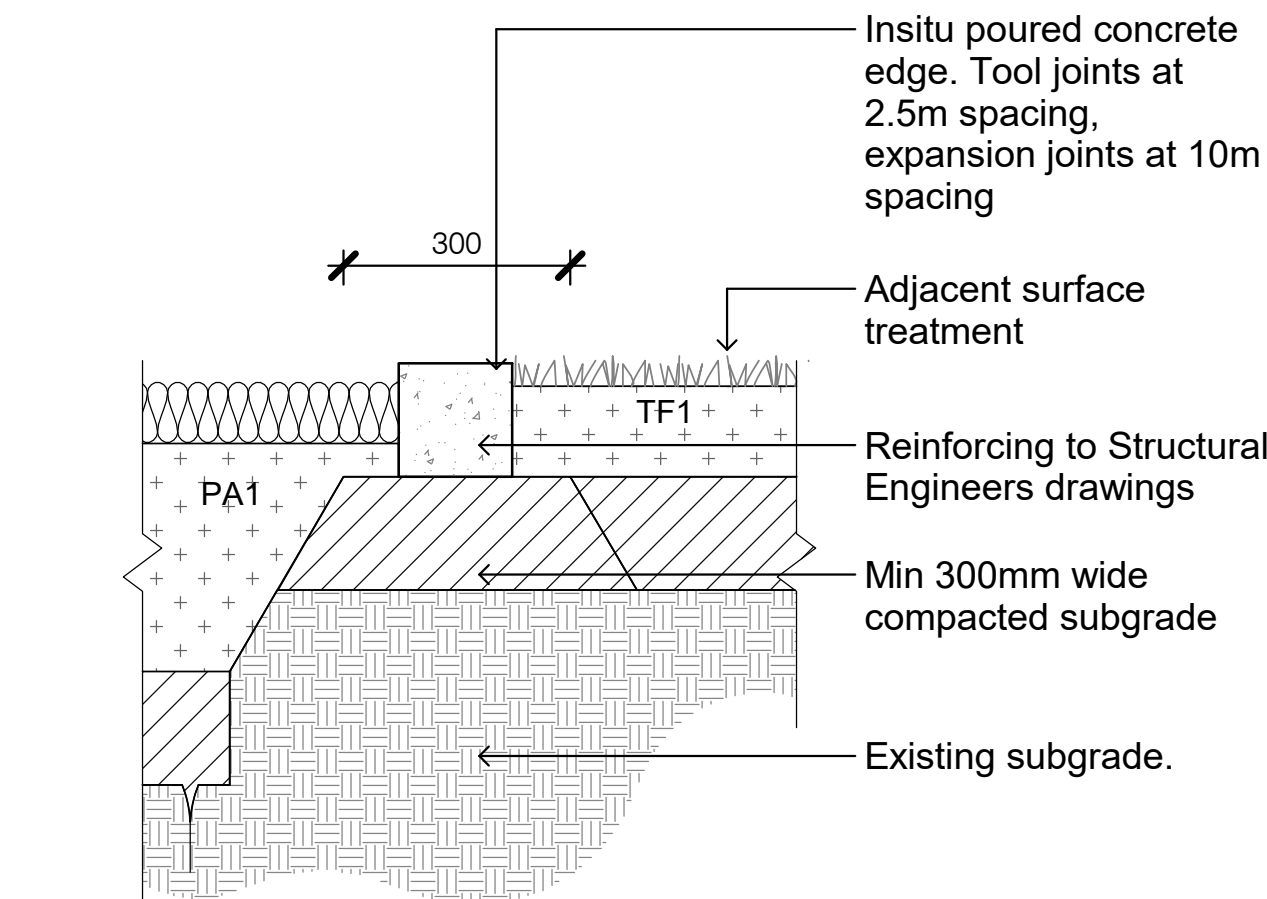
client	Anthony Hall - Property Owner		
project	21 Murphy Street, Port Douglas		
title	EXTERNAL WORKS - PLAN 1 OF 1		
scale	1 : 100 		
project number	010764.001	northpoint	
drawing number	EW01	rev	03



1 Typical Tree Planting - in Planting Area

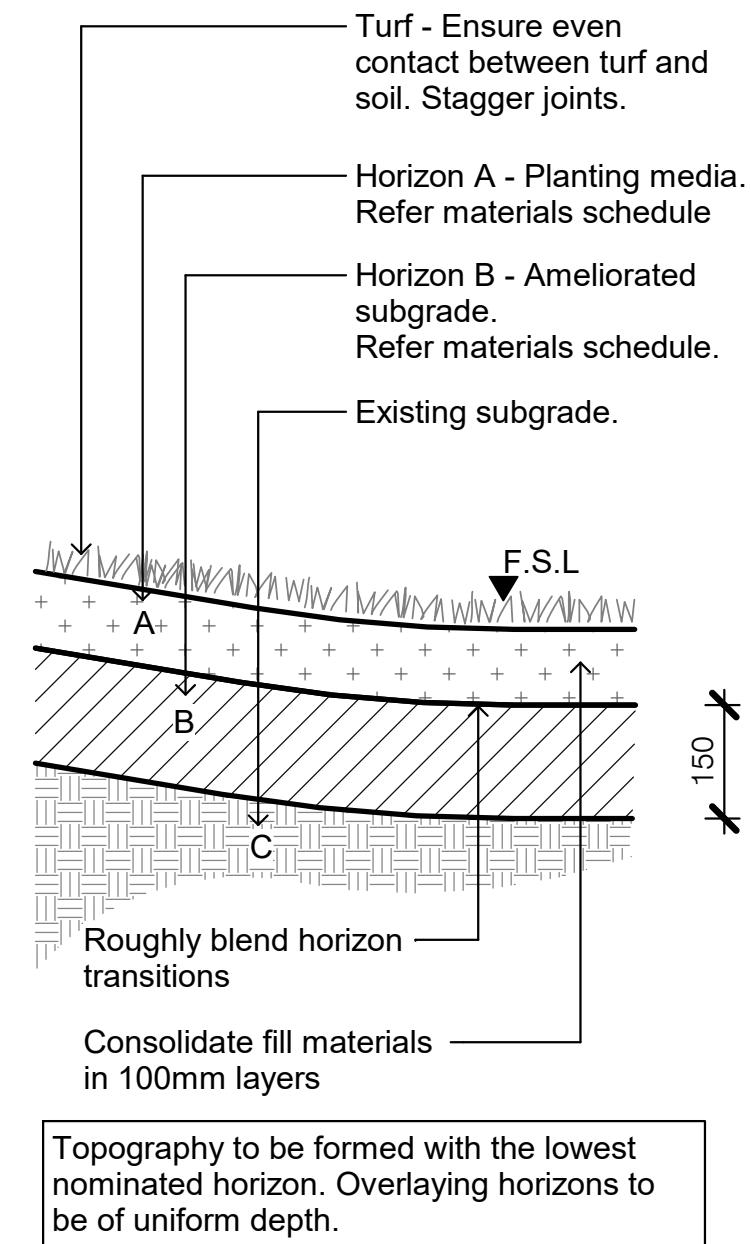
SCALE - 1 : 20 @ A1

Pot/Bag Size	Rootball		Excavated Hole Size	
	Diameter (x)	Depth - nom. (y)	min. Width (2x)	min. Depth (2y)
300mm	300	250	600	500
45Lt	400	350	800	700
100Lt	510	450	1020	900
200Lt	650	500	1300	1000
400Lt	920	500	1840	1000



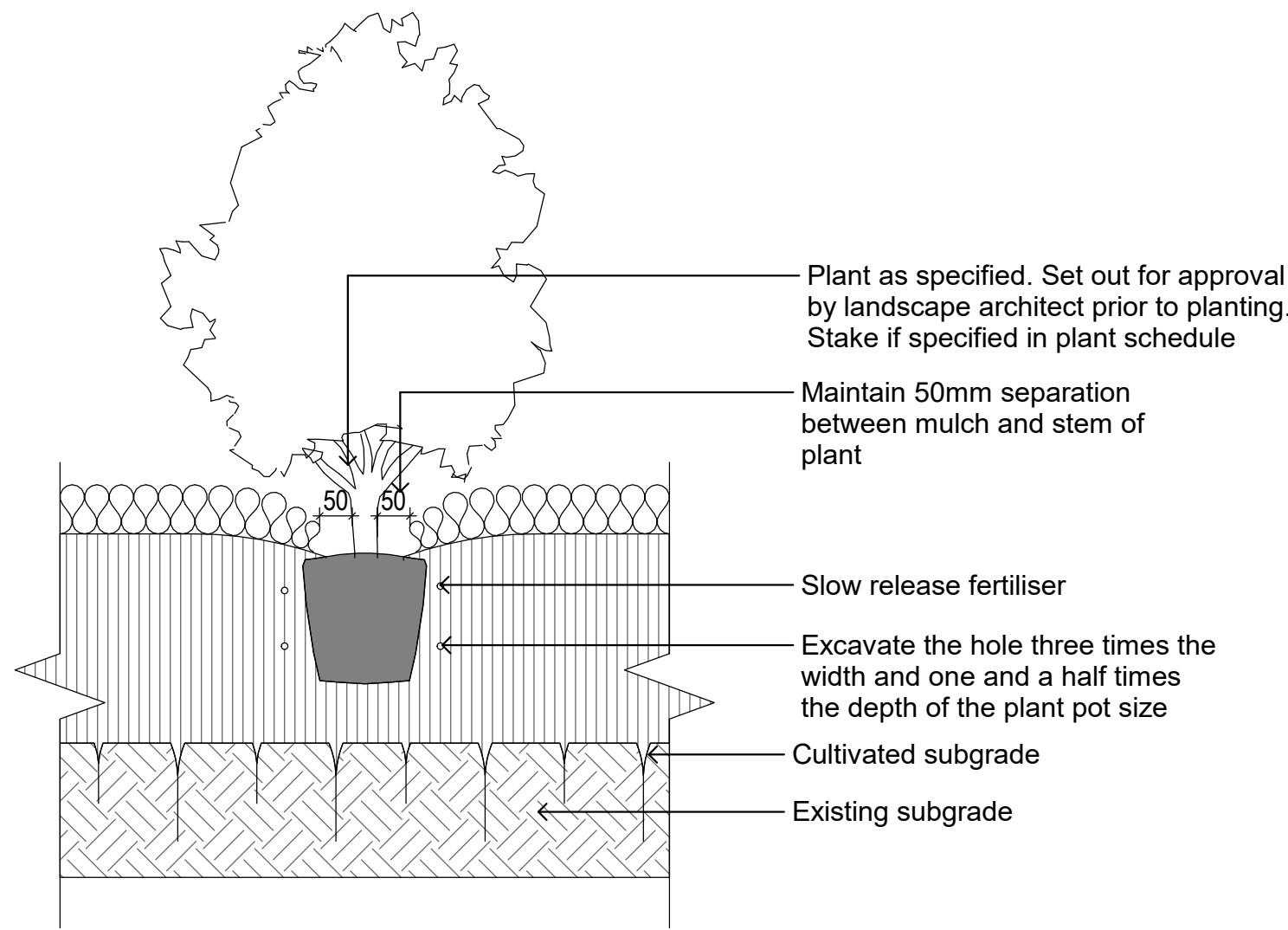
2 E1 - CONCRETE EDGE

SCALE - 1 : 10 @ A1



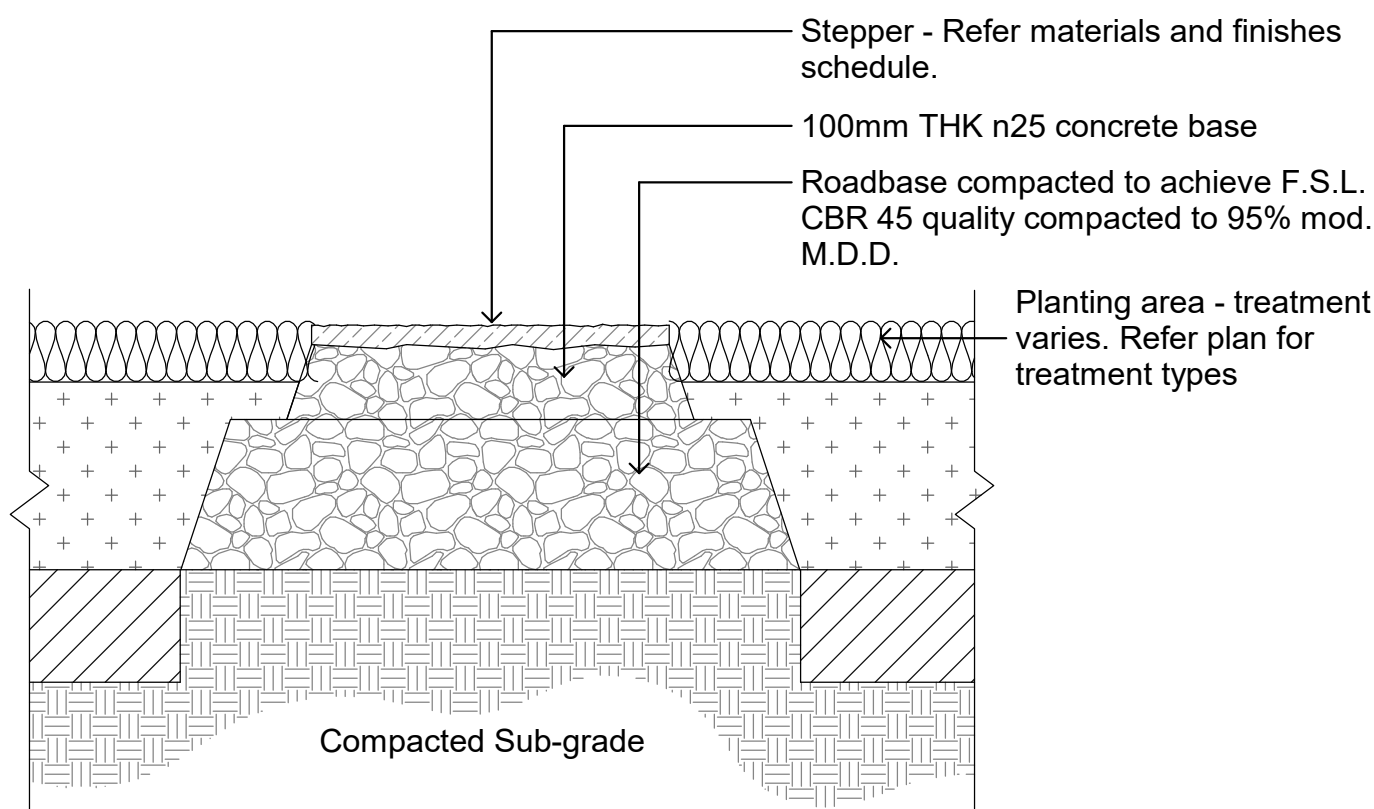
3 TF1 - Turf on Ground

SCALE - 1 : 10 @ A1



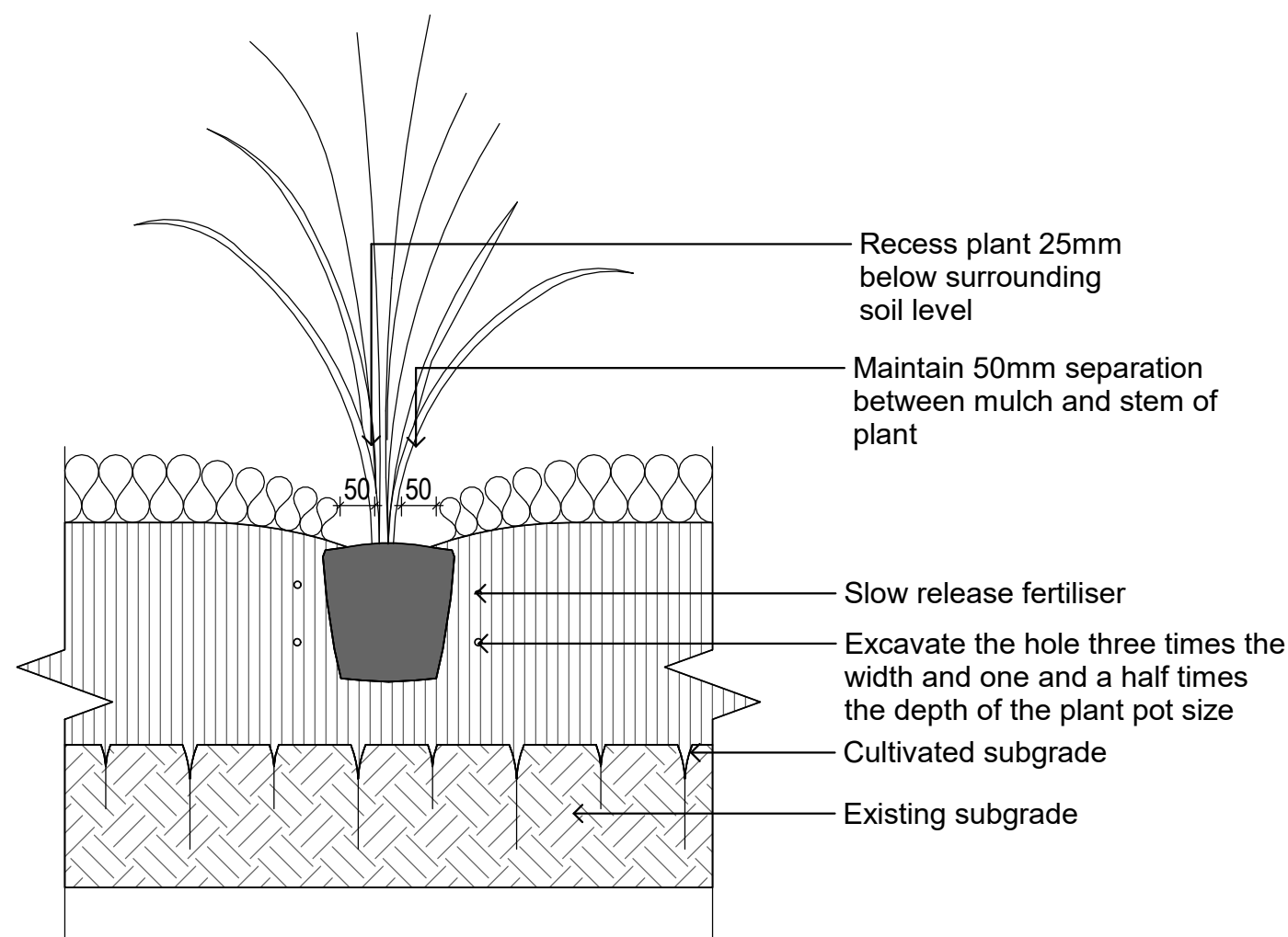
4 Typical Shrub / Groundcover Planting

SCALE - 1 : 10 @ A1



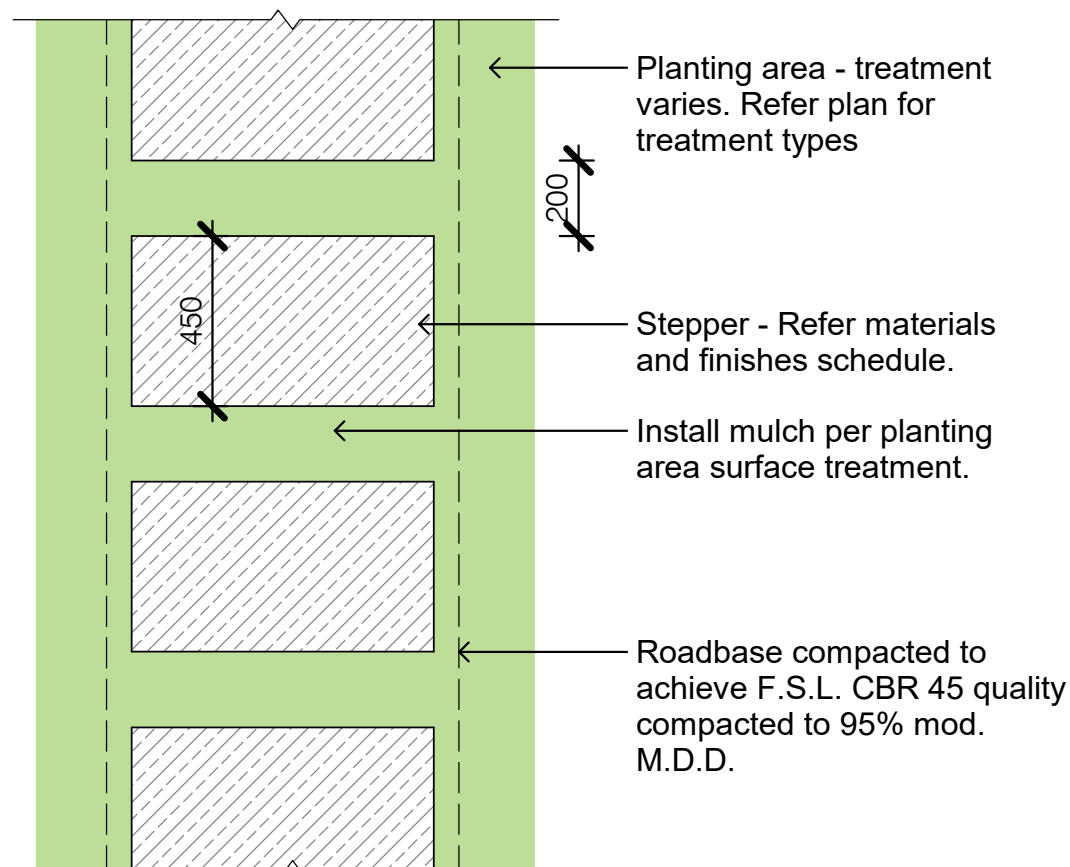
5 Steppers in Planting

SCALE - 1 : 10 @ A1



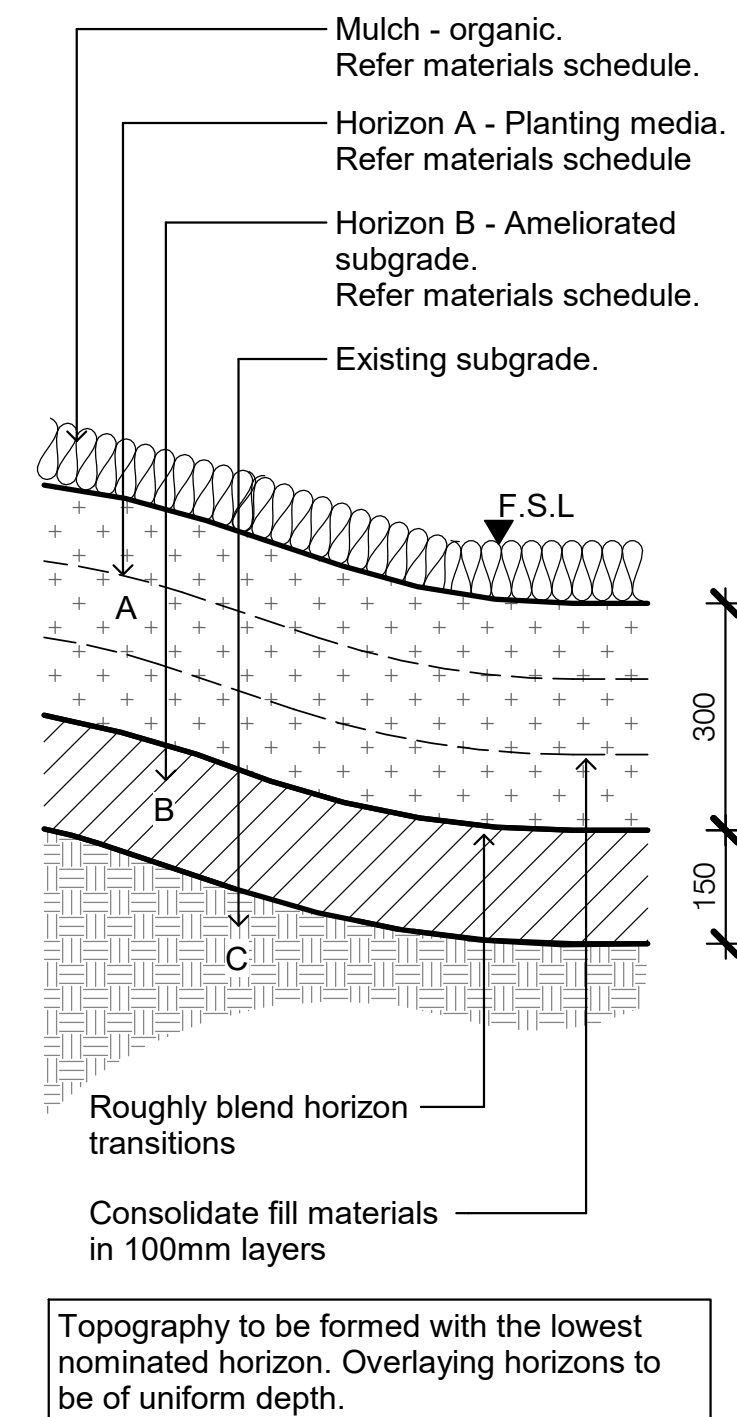
6 Typical Planting - 100mm to 300mm stock

SCALE - 1 : 10 @ A1



7 Steppers in Planting - Plan

SCALE - 1 : 20 @ A1



8 PA1 - Planting on Ground

SCALE - 1 : 10 @ A1

NOT FOR CONSTRUCTION

rev no	description	date	drawn	approved
03	AMENDED ISSUE	2023-08-10	BGS	TFC
02	ARBORIST RECOMMENDATION	2023-08-03	BGS	TFC
01	INITIAL ISSUE	2023-07-19	BGS	TFC

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client
Anthony Hall - Property Owner

project
21 Murphy Street, Port Douglas

title
LANDSCAPE DETAILS - 1 OF 1

scale
As shown

project number
010764.001

drawing number
LD01

rev
03

northpoint


In accordance with Douglas Shire Planning Scheme - 7.2.4 Port Douglas/Craiglie Local Plan Code - Section A04, this development is capable of achieving a 60% screening from Murphy Street within 5 years



NOT FOR CONSTRUCTION

03	AMENDED ISSUE	2023-08-10	BGS	TFC
02	NOT ISSUED	-	BGS	TFC
01	NOT ISSUED	-	BGS	TFC
rev no	description	date	drawn	approved

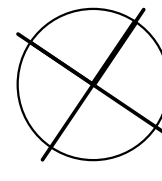
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ABN 97 117 883 173
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Queensland, 4810
T +61 7 4724 4244
W rpsgroup.com

client		Anthony Hall - Property Owner	
project		21 Murphy Street, Port Douglas	
title		LANDSCAPE ELEVATION - 1 OF 2	
scale		As shown	
project number		010764.001	
drawing number		LD02	
		rev 03	

1

Murphy Street Elevation

SCALE - 1 : 50 @ A1


Approximate planting screening to development at 5 years
from Lot 21 Murphy Street - Street View = 66%



NOT FOR
CONSTRUCTION

03	AMENDED ISSUE	2023-08-10	BGS	TFC
02	ARBORIST RECOMMENDATION	2023-08-03	BGS	TFC
01	INITIAL ISSUE	2023-07-19	BGS	TFC
rev no	description	date	drawn	approved

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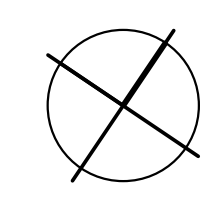
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client
Anthony Hall - Property Owner

project
21 Murphy Street, Port Douglas

title
LANDSCAPE ELEVATION - 2 OF 2

scale
As shown

project number	010764.001	northpoint 
drawing number	LD03	
rev	03	

1 Macrossan Street Elevation
SCALE - 1 : 50 @ A1

Approximate planting screening to development at 5 years from back carpark of lot 22, Macrossan Street = 73%
Excluding fence and retaining wall




In accordance with Douglas Shire Planning Scheme - 7.2.4 Port Douglas/Craiglie Local Plan Code - Section A04, this development is capable of achieving a 60% screening from Macrossan Street within 5 years

NOTE:
Approximation of building on Lot 22 of Macrossan Street.

NOT FOR
CONSTRUCTION

03	AMENDED ISSUE	2023-08-10	BGS	TFC
02	ARBORIST RECOMMENDATION	2023-08-03	BGS	TFC
01	NOT ISSUED	-	BGS	TFC
rev no	description	date	drawn	approved

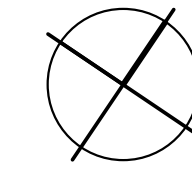
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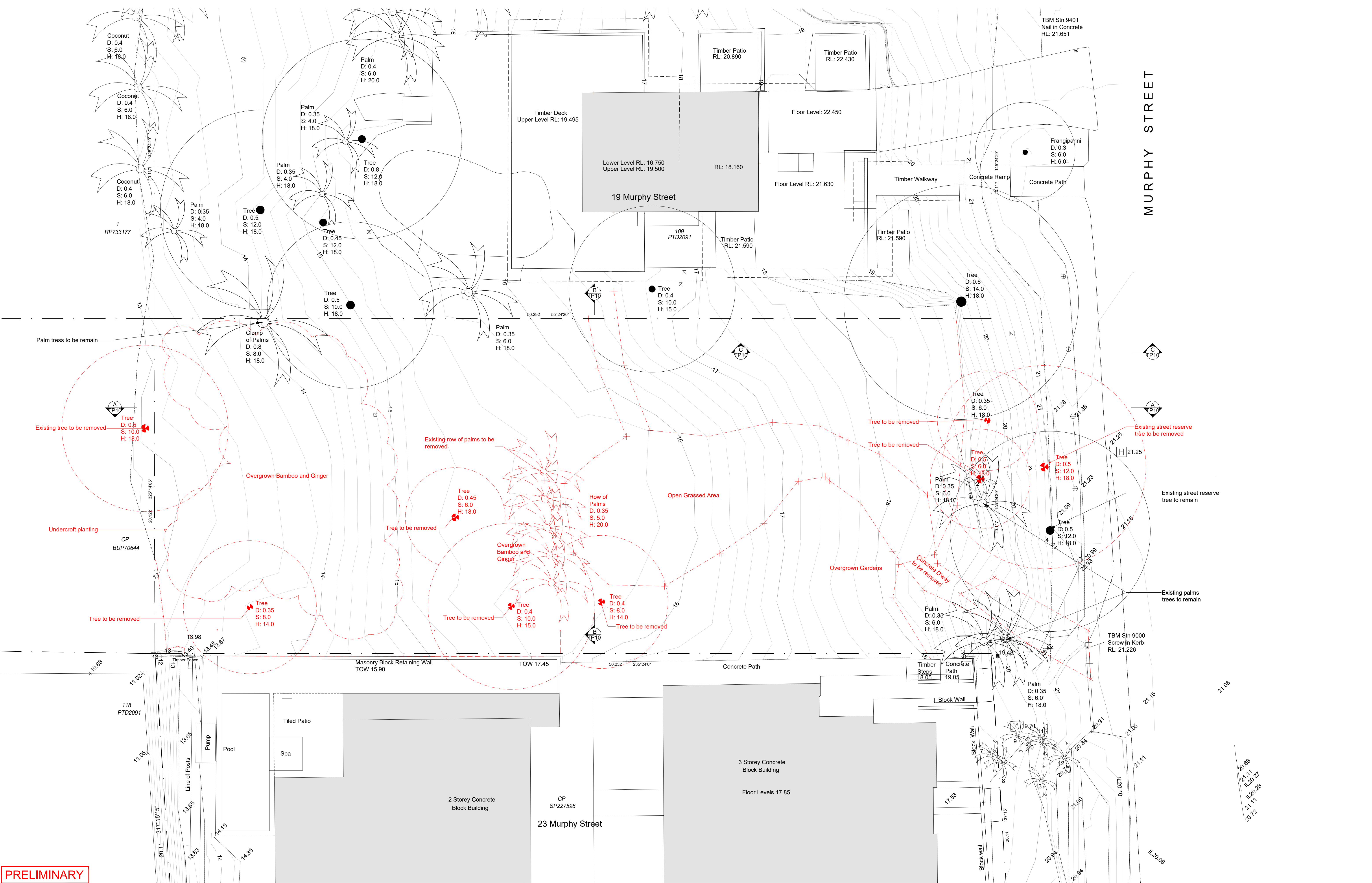
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client	Anthony Hall - Property Owner		
project	21 Murphy Street, Port Douglas		
title	LANDSCAPE PERSPECTIVE - 1 OF 1		
scale	As shown		
project number	010764.001	northpoint	
drawing number	LD04	rev	
		03	

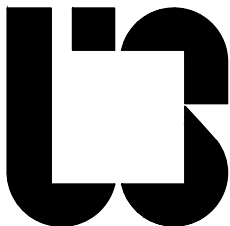
1 Macrossan Street Perspective
SCALE - 1 : 50 @ A1

A stylized graphic of a hand holding a document. The hand is a light beige color with rounded fingers and a thumb. The thumb is positioned on the left side of the document, with the index finger and middle finger visible on the right side. The document is a light beige rectangle with rounded corners. The text "ATTACHMENT C" is printed in a dark purple, sans-serif font on the right side of the document.

ATTACHMENT C



PRELIMINARY

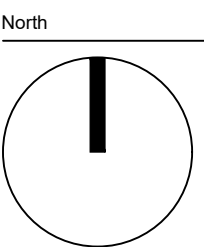


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LEGEND
PROPOSED DEMOLITION

Revision	Amendment
A	11.08.23
	Adjusted to match Arborist recommendations and Landscape Design

Revision	Amendment

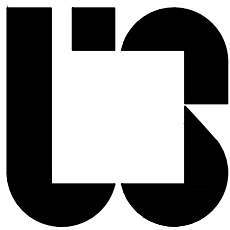


Project	Planning Drawings
Proposed Residential Development at 21 Murphy Street Port Douglas Queensland 4877 Existing Conditions and Demolition Plan	February 2023
Scale 1:100 @ A1 / 1:200 @ A3	TP01
	Rev. - A
	Issue: 11.08.2023



Site Information	
Site Area	1011m ²
Proposed Site Coverage (60% max)	427m ² (42%)
No. of Proposed Carspaces	2 Undercover
Proposed Permeable Area (20% min)	581m ² (57%)
Proposed Garden Area (35% min)	729m ² (72%)
Private Open Space	164m ² (16%)
Floor Area	
Lower Ground Floor Level	166m ²
Ground Floor Level	184m ²
First Floor Level	189m ²
Total	539m ²
Note:	
Landscaping is indicative only.	

PRELIMINARY

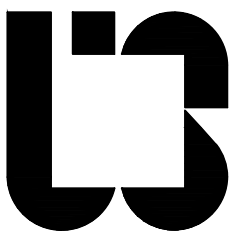


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Revision	Amendment	Revision	Amendment	North	Project	Planning Drawings
A	11.08.23		Adjusted to match Arborist recommendations and Landscape Design		Proposed Residential Development at 21 Murphy Street Port Douglas Queensland 4877	February 2023
					Proposed Site Plan	TP02
					Scale 1:200 @ A1 / 1:400 @ A3	Rev. - A
						Issue: 11.08.2023



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Revision	Amendment	Revision	Amendment	North	Project	Planning Drawings
A	11.08.23				Proposed Residential Development at 21 Murphy Street Port Douglas Queensland 4877	February 2023
					Proposed Lower Ground Floor Plan	TP03
					Scale 1:100 @ A1 / 1:200 @ A3	Rev. - A
						Issue: 11.08.2023



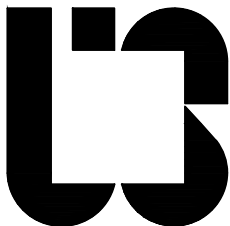
Bridge link to be constructed in two sections as a fully independent element within each allotment, such that no part is relying on the support of the other. Each to abut (but not connected) on the boundary alignment. The section to be constructed on the neighbouring 19 Murphy street property, is to be included as part of a separate planning application to council, along with proposed renovations to this dwelling.

Proposed crossover from street to council requirements

Existing street reserve trees to remain

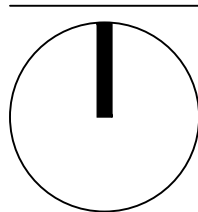
New timber screen fence on boundary

PRELIMINARY



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Revision	Amendment	Revision	Amendment
A	11.08.23		
	Adjusted to match Arborist recommendations and Landscape Design		



Project
Proposed Residential Development at
21 Murphy Street
Port Douglas Queensland 4877

Proposed Ground Floor Plan
Scale 1:100 @ A1 / 1:200 @ A3

Planning Drawings

February 2023

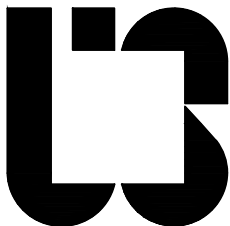
TP04

Rev. - A

Issue: 11.08.2023



PRELIMINARY

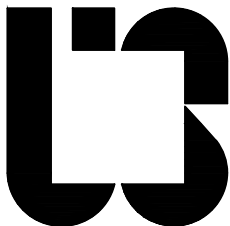


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Revision	Amendment	Revision	Amendment	North	Project	Planning Drawings
A	11.08.23 Adjusted to match Arborist recommendations and Landscape Design				Proposed Residential Development at 21 Murphy Street Port Douglas Queensland 4877	February 2023
					Proposed First Floor Plan	TP05
					Scale 1:100 @ A1 / 1:200 @ A3	Rev. - A Issue: 11.08.2023

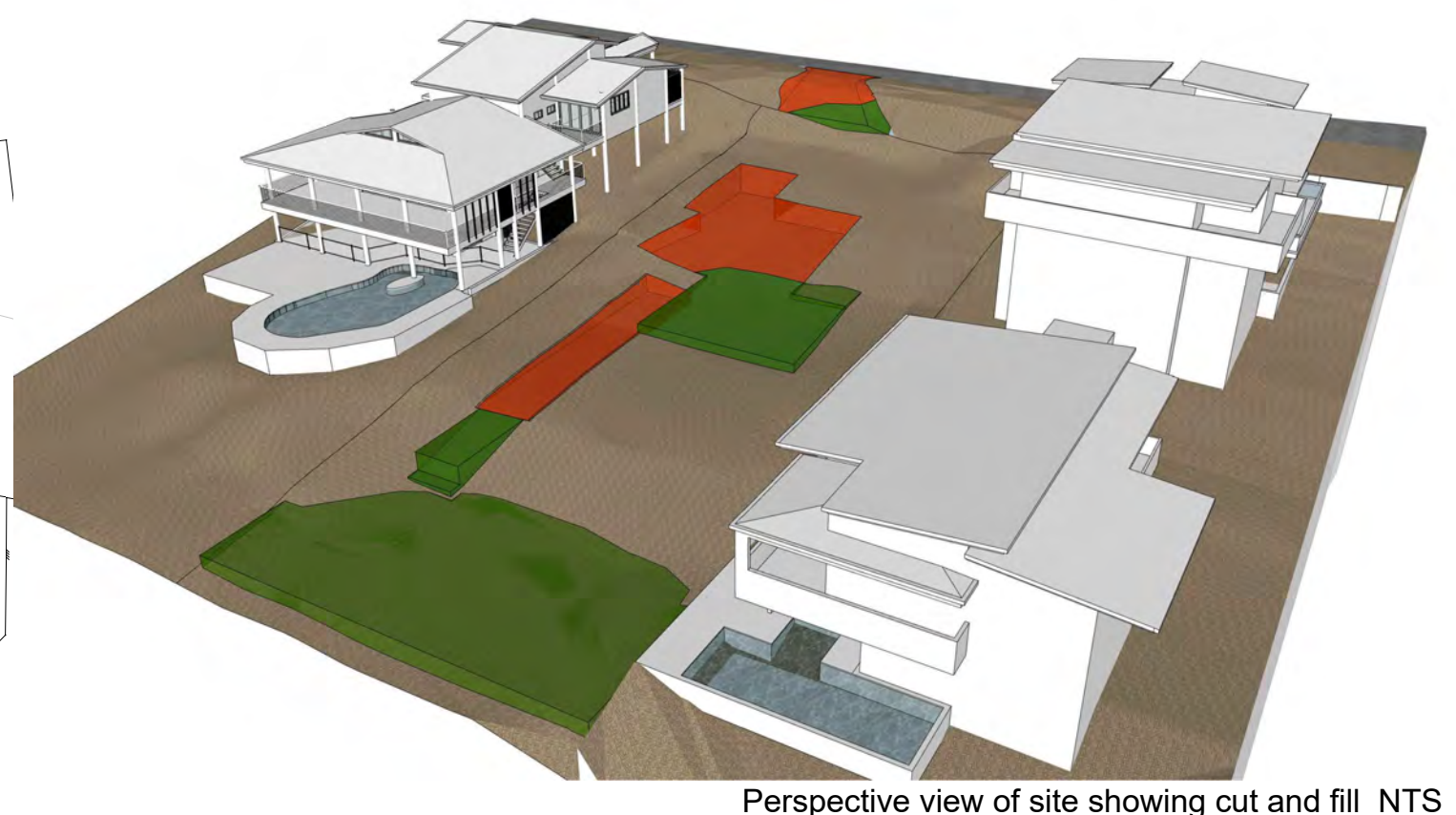


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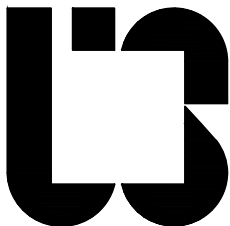
Revision	Amendment	Revision	Amendment	North	Project	Planning Drawings
A	11.08.23		Adjusted to match Arborist recommendations and Landscape Design		Proposed Residential Development at 21 Murphy Street Port Douglas Queensland 4877	February 2023
					Proposed Roof Plan	TP06
					Scale 1:100 @ A1 / 1:200 @ A3	Rev. - A
						Issue: 11.08.2023



MURPHY STREET

PRELIMINARY

PRELIMINARY

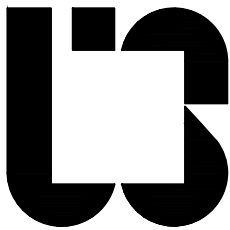


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Revision	Amendment	Revision	Amendment	North	Project	Planning Drawings
					Proposed Residential Development at 21 Murphy Street Port Douglas Queensland 4877	February 2023
					Proposed Section	TP13
					Scale 1:100 @ A1 / 1:200 @ A3	Issue: 24.05.2023



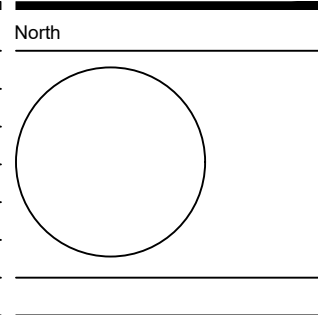
PRELIMINARY



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Revision	Amendment

Revision	Amendment



Project	Planning Drawings
Proposed Residential Development at 21 Murphy Street Port Douglas Queensland 4877 Proposed Delivery Storage and Seating Detail	February 2023
Scale 1:20 @ A1	TP14
	Issue: 07.02.2023

A stylized graphic of a hand holding a pen. The hand is a light beige color with rounded corners. The pen is a dark maroon color with a rounded tip. The text "ATTACHMENT D" is written in the same dark maroon color on the back of the hand.

ATTACHMENT D

Owen Caddick-King

From: Owen Caddick-King
Sent: Tuesday, 13 June 2023 5:48 PM
To: Rebecca Taranto
Subject: MCUC 2023_5336/1 - Response to Info Request Item 3 - Access to Easement
Attachments: Information request (11).pdf; 713004385 Emt B on SP227591.pdf; 708106437 Emt A on SP166318.pdf; 713004396 Emt D.pdf; 713004380_Emt C.pdf

Hello Rebecca

Item 3 of the attached Info Request states;

"Please provide evidence of an agreement that permits discharge of stormwater from the subject premises into drainage Easement D on SP227593."

In respect of this matter, it is noted that Item 1 in the Schedule forming part of the Agreement to Easement D on SP227593, states the following;

1. EASEMENT FOR DRAINAGE

The Grantee shall have the free right and liberty at all times hereafter of using the Servient Tenement or any part or parts thereof for drainage purposes AND all that the full and free right and liberty at all times and from time to time to receive and convey upon the Servient Tenement rainwater and drainage of all kinds inclusive of stormwater runoff flowing continuously intermittently or occasionally into over and along the Servient Tenement from lands adjoining the Servient Tenement and/or any other lands whatsoever and whether flowing naturally or by way of drains pipelines or other artificial means.

The highlighted section confirms that the Grantee, Council, has the right to receive and convey over Easement D on SP227593 rainwater and drainage, inclusive of stormwater runoff, from lands adjoining Easement D on SP227593 and/or any other lands whatsoever and whether flowing naturally or by way of drains pipelines or other artificial means. While Lot 110 on PTD2091 is not specifically referenced in the above term of the Agreement, Lot 110 on PTD2091 adjoins Easement D on SP227593 and it is considered evident that Council has the right to allow stormwater from Lot 110 on PTD2091 to be received and conveyed through Easement D on SP227593.

It is also noted that the attached Easement Agreements relating to Easement A, Easement B and Easement C, the Drainage Easements that permit Council to convey stormwater to Grant Street, each include the above term in the Easement Agreement, therefore giving Council the right to allow stormwater from Lot 110 on PTD2091 to be received and conveyed through each of the Easements to Grant Street.

It is anticipated that this response adequately addresses Item 3 of the attached Info Request.

As discussed, we will address the Items of the Info Request as the information becomes available. Further information will be provided to address other Items of the attached Info Request.

Regards

Owen Caddick-King

Principal - Planning
RPS | Australia Asia Pacific
135 Abbott Street
Cairns QLD 4870, Australia
T +61 7 4031 1336
D +61 7 42761027
E owen.caddick-king@rpsgroup.com.au



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We acknowledge the Traditional Owners of Country throughout Australia and recognise their continuing connection to land, waters and community. We pay our respect to them and their cultures and to Elders past and present.

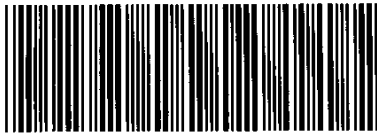
[Click here](#) to find out more about our Reconciliation Action Plan.

QUEENSLAND LAND REGISTRY
Land Title Act 1994 and Land Act 1994

EASEMENT

FORM 9 Version 4

Page 1 of 3



713004396

\$124.20
19/01/2010 15:24

CS 601

Client No:	1050415	Duties Act 2001
Transaction No:	500987292	
Duty Paid \$:	NIL	<input type="checkbox"/> Exempt
UTI \$:		
Date:	14/12/09	Signed: <i>[Signature]</i>

Department's website:

1. **Grantor**
MURPHY STREET PROPERTIES PTY LTD
A.C.N. 124 458 475

Lodger (Name, address, E-mail & phone number)

Lodger
Code
754

MacDonnells
Cnr Shields & Grafton Streets
CAIRNS QLD 4870
PH: (07) 4030 0600 Ref: MRS:93185

2. Description of Easement/Lot on Plan	County	Parish	Title Reference
Servient Tenement (burdened land) EASEMENT D IN LOT 111 ON PTD2091 ON SP 227593	SOLANDER	SALISBURY	20448229

*Dominant Tenement (benefited land)

not applicable if easement in gross

3. **Interest being burdened**
Fee Simple

~~4. Interest being benefited~~

not applicable if easement in gross

5. **Grantee** Given names Surname/Company name and number (include tenancy if more than one)
CAIRNS REGIONAL COUNCIL

6. **Consideration**
ONE DOLLAR (\$1.00)

7. **Purpose of easement**
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

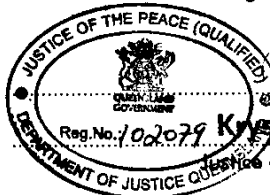
..... signature

..... full name

..... qualification

Witnessing Officer

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



..... signature

..... full name

..... qualification

Witnessing Officer

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

MURPHY STREET PROPERTIES PTY
LTD A.C.N. 124 458 475

[Signature] Director

26/10/2009
Execution Date

[Signature] Director/Secretary
Grantor's Signature

CAIRNS REGIONAL COUNCIL

[Signature] Mayor

09/12/2009
Execution Date

[Signature] Acting Chief Executive Officer
Grantee's Signature

Title Reference 20448229

Item 8 Grant/Execution

1. EASEMENT FOR DRAINAGE

The Grantee shall have the free right and liberty at all times hereafter of using the Servient Tenement or any part or parts thereof for drainage purposes **AND** all that the full and free right and liberty at all times and from time to time to receive and convey upon the Servient Tenement rainwater and drainage of all kinds inclusive of stormwater runoff flowing continuously intermittently or occasionally into over and along the Servient Tenement from lands adjoining the Servient Tenement and/or any other lands whatsoever and whether flowing naturally or by way of drains pipelines or other artificial means.

2. DRAINAGE WORKS

The Grantee shall have all that the free right and liberty at all times hereafter of filling in the Servient Tenement or any part or parts thereof and of excavating therein and erecting constructing and maintaining above or below or partly above and partly below the surface of the Servient Tenement drains and/or pipelines and all appurtenances thereof for the passage or conveyance of rainwater and drainage of all kinds **AND** with liberty to the Grantee by its officers servants agents workmen with or without trucks and other vehicles plant and materials to enter upon the Servient Tenement at all times for the purpose of removing and disposing of spoil constructing extending deepening widening maintaining and repairing the drains and/or pipelines and all appurtenances thereof and for the purpose of keeping the same in good order and condition and for all other lawful purposes incidental thereto.

3. NO OBLIGATION TO USE

The Grantee shall not be obliged to use the Servient Tenement for the purposes aforesaid nor to exercise or do any or all the powers or things herein mentioned but shall be at liberty to do so from time to time at its pleasure and to such extent as it may think fit.

4. GRANTEE NOT LIABLE TO FENCE

The Grantee shall not be required to fence or contribute to the fencing of any part or parts of the boundaries of the Servient Tenement.

5. GRANTOR TO KEEP DRAINS CLEAR

The Grantor shall at all times keep any drain or drains now or hereafter constructed on the Servient Tenement clear of debris and all other obstructions without the Grantee being liable to contribute towards any cost in respect thereof.

6. GRANTOR'S RIGHT TO DISCHARGE WATER

The Grantor shall at all times have the right to the flow of surface roof and other water from the land of the Grantor into the Servient Tenement and to any drains now or hereafter to be constructed or maintained on the Servient Tenement.

7. GRANTOR NOT TO CONSTRUCT OR INTERFERE

The Grantor will not execute or construct any excavations drains channels or other works of any kind on the Servient Tenement nor remove from or interfere with any existing drainage works or any retaining walls howsoever constructed or any other works within the area of the Servient Tenement without the prior approval in writing of the Grantee.

8. FURTHER RIGHTS OF GRANTEE

The Grantee shall be at liberty to take up and remove the whole or any part of any drains or pipelines at any time during the continuance of this Easement or within six months of the determination of this Easement.

Title Reference 20448229

9. GRANTEE'S STATUTORY RIGHTS

Nothing herein expressed or implied shall limit or destroy any right or privilege of the Grantee to at any time purchase take by agreement resume or otherwise acquire the whole or any part of the Servient Tenement.

10. COSTS

The Grantor shall pay the Grantee's costs properly incurred in the preparation stamping and registration of this Easement.

11. CONSIDERATION

The consideration in Item 6 of the Form 9 in this Easement shall be paid by the Grantee to the Grantor upon the registration of this Easement by the Registrar of Titles.

12. DEFINITIONS AND INTERPRETATION

Unless the contrary intention appears:-

"Easement" shall mean this Schedule and the Form 9 to which this Schedule is annexed and includes all annexures thereto.

"Grantor" shall mean and include the Grantor named in Item 1 of the Form 9 in this Easement and the executors administrators successors and assigns (as the case may be) of the Grantor and all successors in title, lessees, trustees, occupiers and mortgagees of the registered proprietor's interest in the Servient Tenement and any other person deriving an interest in the Servient Tenement.

"Grantee" shall mean and include the Grantee named in Item 5 of the Form 9 in this Easement and its successors and permitted assigns.

"Servient Tenement" means the land described as such in Item 2 of the Form 9 in this Easement and includes any part of that land subject to the burden of this Easement.

Words importing the masculine gender shall be construed to include the feminine and neuter gender.

Words importing the singular number shall be construed to include the plural number and vice versa.

Words relating to persons shall be construed to include a corporation, partnership, incorporated association, body corporate, unincorporated body, instrumentality of the State and any statutory, public or local authority.

Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.

1. Lot on Plan Description	County	Parish	Title Reference
LOT 111 ON CROWN PLAN PTD2091	SOLANDER	SALISBURY	20448229

2. Instrument/document being consented to

Instrument/document type EASEMENT

Dated 26 / 10 / 2007 .

Names of parties MURPHY STREET PROPERTIES PTY LTD A.C.N. 124 458 475

3. Instrument/document under which consent required

Instrument/document type MORTGAGE

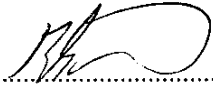
Dealing No 711925349

Name of consenting party COMMONWEALTH BANK OF AUSTRALIA A.B.N. 48 123 123 124

4. Execution by consenting party

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

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



.....signature
Ross Ewen Smith
.....full name
C:Dec 86723
.....qualification

Witnessing Officer

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

COMMONWEALTH BANK OF AUSTRALIA
ABN 48 123 123 124 BY ITS ATTORNEY

15, 12, 09
Execution Date


.....
Manager Settlements
Under Power of Attorney No. 704569343
.....
Consenting Party's Signature

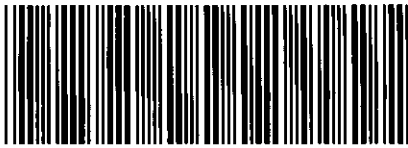
Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W, see the department's website.

QUEENSLAND LAND REGISTRY
Land Title Act 1994 and Land Act 1994

EASEMENT

FORM 9 Version 4
Page 1 of 3



713004380

\$124.20

19/01/2010 15:21

CS 601

Duty Imprint	
Client No: <u>1050415</u>	Duties Act 2001
Transaction No: <u>500987.094</u>	
Duty Paid \$ <u>NIL</u>	<input type="checkbox"/> Exempt
UTI \$ <u>-</u>	
Date: <u>14/12/09</u>	Signed: <u>[Signature]</u>

1. Grantor PALLAS GROUP INVESTMENTS PTY LTD ACN 108 700 787 and COMMERCIAL & GENERAL DEVELOPMENT PTY LTD ACN 098 439 555	Lodger (Name, address, E-mail & phone number) MacDonnells Cnr Shields & Grafton Streets CAIRNS QLD 4870 PH: (07) 4030 0600 Ref: MRS:93185	Lodger Code 754
---	---	----------------------------------

2. Description of Easement/Lot on Plan Servient Tenement (burdened land) EASEMENT C IN LOT 112 ON PTD 2091 ON SP 227592	County SOLANDER	Parish SALISBURY	Title Reference 21161088
---	---------------------------	----------------------------	------------------------------------

Dominant Tenement (benefited land)

not applicable if easement in gross

3. Interest being burdened Fee Simple	#4. Interest being benefited # not applicable if easement in gross
---	--

5. Grantee Given names Surname/Company name and number (include tenancy if more than one)	CAIRNS REGIONAL COUNCIL
--	--------------------------------

6. Consideration ONE DOLLAR (\$1.00)	7. Purpose of easement Drainage
--	---

8. Grant/Execution

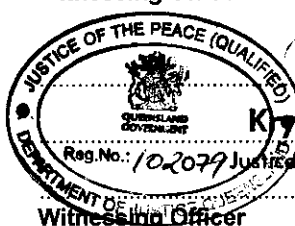
The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of:- *the attached schedule; *~~the attached schedule and document no.~~ *document no.

* delete if not applicable

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

..... signature
 full name
 qualification
Witnessing Officer

..... signature
 full name
 qualification
Witnessing Officer



Krystyn B James

Justice of the Peace (Qual)

Witnessing Officer

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

PALLAS GROUP INVESTMENTS PTY LTD ACN 108 700 787 10/11/2009 Execution Date	[Signature] Director SOLE DIRECTOR Director/Secretary Grantor's Signature
COMMERCIAL & GENERAL DEVELOPMENT PTY LTD ACN 098 439 555 10/11/2009 Execution Date	[Signature] Director SOLE DIRECTOR Director/Secretary Grantor's Signature
CAIRNS REGIONAL COUNCIL 09/12/2009 Execution Date	[Signature] Mayor Acting Chief Executive Officer Grantee's Signature

Title Reference 21161088

Item 8 Grant/Execution

1. EASEMENT FOR DRAINAGE

The Grantee shall have the free right and liberty at all times hereafter of using the Servient Tenement or any part or parts thereof for drainage purposes **AND** all that the full and free right and liberty at all times and from time to time to receive and convey upon the Servient Tenement rainwater and drainage of all kinds inclusive of stormwater runoff flowing continuously intermittently or occasionally into over and along the Servient Tenement from lands adjoining the Servient Tenement and/or any other lands whatsoever and whether flowing naturally or by way of drains pipelines or other artificial means.

2. DRAINAGE WORKS

The Grantee shall have all that the free right and liberty at all times hereafter of filling in the Servient Tenement or any part or parts thereof and of excavating therein and erecting constructing and maintaining above or below or partly above and partly below the surface of the Servient Tenement drains and/or pipelines and all appurtenances thereof for the passage or conveyance of rainwater and drainage of all kinds **AND** with liberty to the Grantee by its officers servants agents workmen with or without trucks and other vehicles plant and materials to enter upon the Servient Tenement at all times for the purpose of removing and disposing of spoil constructing extending deepening widening maintaining and repairing the drains and/or pipelines and all appurtenances thereof and for the purpose of keeping the same in good order and condition and for all other lawful purposes incidental thereto.

3. NO OBLIGATION TO USE

The Grantee shall not be obliged to use the Servient Tenement for the purposes aforesaid nor to exercise or do any or all the powers or things herein mentioned but shall be at liberty to do so from time to time at its pleasure and to such extent as it may think fit.

4. GRANTEE NOT LIABLE TO FENCE

The Grantee shall not be required to fence or contribute to the fencing of any part or parts of the boundaries of the Servient Tenement.

5. GRANTOR TO KEEP DRAINS CLEAR

The Grantor shall at all times keep any drain or drains now or hereafter constructed on the Servient Tenement clear of debris and all other obstructions without the Grantee being liable to contribute towards any cost in respect thereof.

6. GRANTOR'S RIGHT TO DISCHARGE WATER

The Grantor shall at all times have the right to the flow of surface roof and other water from the land of the Grantor into the Servient Tenement and to any drains now or hereafter to be constructed or maintained on the Servient Tenement.

7. GRANTOR NOT TO CONSTRUCT OR INTERFERE

The Grantor will not execute or construct any excavations drains channels or other works of any kind on the Servient Tenement nor remove from or interfere with any existing drainage works or any retaining walls howsoever constructed or any other works within the area of the Servient Tenement without the prior approval in writing of the Grantee.

8. FURTHER RIGHTS OF GRANTEE

The Grantee shall be at liberty to take up and remove the whole or any part of any drains or pipelines at any time during the continuance of this Easement or within six months of the determination of this Easement.

Title Reference 21161088

9. GRANTEE'S STATUTORY RIGHTS

Nothing herein expressed or implied shall limit or destroy any right or privilege of the Grantee to at any time purchase take by agreement resume or otherwise acquire the whole or any part of the Servient Tenement.

10. COSTS

The Grantor shall pay the Grantee's costs properly incurred in the preparation stamping and registration of this Easement.

11. CONSIDERATION

The consideration in Item 6 of the Form 9 in this Easement shall be paid by the Grantee to the Grantor upon the registration of this Easement by the Registrar of Titles.

12. DEFINITIONS AND INTERPRETATION

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"Grantee" shall mean and include the Grantee named in Item 5 of the Form 9 in this Easement and its successors and permitted assigns.

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Words importing the singular number shall be construed to include the plural number and vice versa.

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Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.

1. Lot on Plan Description	County	Parish	Title Reference
LOT 112 ON CROWN PLAN PTD2091	SOLANDER	SALISBURY	21161088

2. Instrument/document being consented to

Instrument/document type EASEMENT

Dated 10 / 11 / 2009

Names of parties PALLAS GROUP INVESTMENTS PTY LTD ACN 108 700 787
COMMERCIAL & GENERAL DEVELOPMENT PTY LTD ACN 098 439 555

3. Instrument/document under which consent required

Instrument/document type MORTGAGE

Dealing No. 712545304

Name of consenting party NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937

4. Execution by consenting party

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

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


.....signature
Simon Illsley
Senior Partner
.....full name

JLP No 23246
.....qualification
Witnessing Officer

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

08/12/109
Execution Date

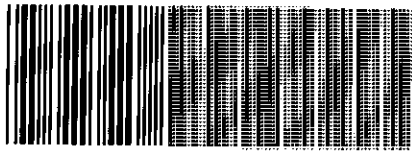

.....
Consenting Party's Signature

Signed in my presence by	NATIONAL AUSTRALIA BANK LIMITED
who is either personally known to me or has	by its Attorney
satisfied me as to his or her identity, as attorney	who holds the position of Level 3 Attorney
for Privacy Statement Bank Limited	Grace Salkicovic
Collection of this information is authorised by the Land Title Act 1994 and the Water Act 2000 and is used to maintain the publicly	searchable registers in the land registry and the water register. For more information about privacy in NR&W, see the department's website.
Signature of Witness	NATIONAL AUSTRALIA BANK LTD
Evan Serafimidis	ABN 12 004 044 937 By its Attorney
Print Full Name of Witness	who holds the position of Level 3 Attorney
Level 6, 22 King William St	22-28 King William St. ADELAIDE
Adelaide SA 5000	In the State of South Australia
Address of Witness	P/A No. 10664492
Business Hours: Telephone number 84076770	

QUEENSLAND LAND REGISTRY
Land Title Act 1994 and Land Act 1994

EASEMENT

FORM 9 Version 4
Page 1 of 3



713004385

\$124.20

19/01/2010 15:22

CS 601

1050415
Client No: 500986 Duties Act 2001
Transaction No: 500.986.781
Duty Paid \$ NIL ☐ Exempt
UTI \$
Date: 14/12/09 Signed: [Signature]

1. Grantor
FREDERICK ALLAN LANGTON and
LOLA LOUISE PATRICIA LANGTON

Lodger (Name, address, E-mail & phone number)

Lodger
Code
754

MacDonnells
Cnr Shields & Grafton Streets
CAIRNS QLD 4870
PH: (07) 4030 0600 Ref: MRS:93185

2. Description of Easement/Lot on Plan	County	Parish	Title Reference
Servient Tenement (burdened land) EASEMENT B IN LOT 113 ON PTD ON 2091 SOLANDER SP 227591	SOLANDER	SALISBURY	20311064

Dominant Tenement (benefited land)
not applicable if easement in gross

3. Interest being burdened
Fee Simple

#4. Interest being benefited
not applicable if easement in gross

5. Grantee Given names Surname/Company name and number (include tenancy if more than one)
CAIRNS REGIONAL COUNCIL

6. Consideration
ONE DOLLAR (\$1.00)

7. Purpose of easement
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

[Signature] signature
ARTHUR VANDEN TIMMS full name
Solicitor & J.P. (Qual.) qualification
Witnessing Officer

17/09/09
Execution Date

[Signature]
Grantor's Signature

[Signature] signature
ARTHUR VANDEN TIMMS full name
Solicitor & J.P. (Qual.) qualification
Witnessing Officer

17/09/09
Execution Date

[Signature]
Grantor's Signature



[Signature] signature
Krystyn B James full name
Justice of the Peace (Qual) qualification
Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

09/12/2009
Execution Date

CAIRNS REGIONAL COUNCIL
[Signature] Mayor
[Signature] Acting Chief Executive Officer
Grantee's Signature

Title Reference 20311064

Item 8 Grant/Execution

1. EASEMENT FOR DRAINAGE

The Grantee shall have the free right and liberty at all times hereafter of using the Servient Tenement or any part or parts thereof for drainage purposes **AND** all that the full and free right and liberty at all times and from time to time to receive and convey upon the Servient Tenement rainwater and drainage of all kinds inclusive of stormwater runoff flowing continuously intermittently or occasionally into over and along the Servient Tenement from lands adjoining the Servient Tenement and/or any other lands whatsoever and whether flowing naturally or by way of drains pipelines or other artificial means.

2. DRAINAGE WORKS

The Grantee shall have all that the free right and liberty at all times hereafter of filling in the Servient Tenement or any part or parts thereof and of excavating therein and erecting constructing and maintaining above or below or partly above and partly below the surface of the Servient Tenement drains and/or pipelines and all appurtenances thereof for the passage or conveyance of rainwater and drainage of all kinds **AND** with liberty to the Grantee by its officers servants agents workmen with or without trucks and other vehicles plant and materials to enter upon the Servient Tenement at all times for the purpose of removing and disposing of spoil constructing extending deepening widening maintaining and repairing the drains and/or pipelines and all appurtenances thereof and for the purpose of keeping the same in good order and condition and for all other lawful purposes incidental thereto.

3. NO OBLIGATION TO USE

The Grantee shall not be obliged to use the Servient Tenement for the purposes aforesaid nor to exercise or do any or all the powers or things herein mentioned but shall be at liberty to do so from time to time at its pleasure and to such extent as it may think fit.

4. GRANTEE NOT LIABLE TO FENCE

The Grantee shall not be required to fence or contribute to the fencing of any part or parts of the boundaries of the Servient Tenement.

5. GRANTOR TO KEEP DRAINS CLEAR

The Grantor shall at all times keep any drain or drains now or hereafter constructed on the Servient Tenement clear of debris and all other obstructions without the Grantee being liable to contribute towards any cost in respect thereof.

6. GRANTOR'S RIGHT TO DISCHARGE WATER

The Grantor shall at all times have the right to the flow of surface roof and other water from the land of the Grantor into the Servient Tenement and to any drains now or hereafter to be constructed or maintained on the Servient Tenement.

7. GRANTOR NOT TO CONSTRUCT OR INTERFERE

The Grantor will not execute or construct any excavations drains channels or other works of any kind on the Servient Tenement nor remove from or interfere with any existing drainage works or any retaining walls howsoever constructed or any other works within the area of the Servient Tenement without the prior approval in writing of the Grantee.

8. FURTHER RIGHTS OF GRANTEE

The Grantee shall be at liberty to take up and remove the whole or any part of any drains or pipelines at any time during the continuance of this Easement or within six months of the determination of this Easement.

Title Reference 20311064

9. GRANTEE'S STATUTORY RIGHTS

Nothing herein expressed or implied shall limit or destroy any right or privilege of the Grantee to at any time purchase take by agreement resume or otherwise acquire the whole or any part of the Servient Tenement.

10. COSTS

The Grantor shall pay the Grantee's costs properly incurred in the preparation stamping and registration of this Easement.

11. CONSIDERATION

The consideration in Item 6 of the Form 9 in this Easement shall be paid by the Grantee to the Grantor upon the registration of this Easement by the Registrar of Titles.

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Unless the contrary intention appears:-

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"Grantee" shall mean and include the Grantee named in Item 5 of the Form 9 in this Easement and its successors and permitted assigns.

"Servient Tenement" means the land described as such in Item 2 of the Form 9 in this Easement and includes any part of that land subject to the burden of this Easement.

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Words importing the singular number shall be construed to include the plural number and vice versa.

Words relating to persons shall be construed to include a corporation, partnership, incorporated association, body corporate, unincorporated body, instrumentality of the State and any statutory, public or local authority.

Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.

1. Lot on Plan Description	County	Parish	Title Reference
Lot 113 CP PTD2091	SOLANDER	SALISBURY	20311064

2. Instrument/document being consented to

Instrument/document type EASEMENT

Dated 17/9/09

Names of parties Frederick Allan Langton & Lola Louise Patricia Langton (Grantor) & Cairns Regional Council (Grantee)

3. Instrument/document under which consent required

Instrument/document type Mortgage

Dealing No. 709403111

Name of consenting party SUNCORP-METWAY LIMITED A.B.N. 66 010 831 722

4. Execution by consenting party

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

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

signature

full name

qualification

SUNCORP-METWAY LTD A.B.N. 66 010 831 722 BY ITS DULY CONSTITUTED ATTORNEY UNDER POWER OF ATTORNEY NUMBER 600004094 KATHRYN MARGARET ROSS LEVEL 1 ATTORNEY

09/10/2009

Witnessing Officer

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

Execution Date

Consenting Party's Signature



Privacy Statement

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QUEENSLAND LAND REGISTRY
Land Title Act 1994 and Land Act 1994

EASEMENT

FORM 9 Version 3


Page 1 of 1



708106437

CS 600

\$105.60
04/10/2004 15:45

Queensland Duty Paid \$ 150	Duty Code: TRCR
On the Amount of \$ 150	
13A: CCR: 32	Transaction No: 504164
Signed:  1/10/04	

maintaining the publicly searchable registers in the land registry.

1. Grantor	Lodger (Name, address & phone number)	Lodger Code
Wetpeach Pty Ltd A.C.N. 103 036 040	WILLIAMS GRAHAM CARMAN 1A Water Street, Cairns Qld 4870 Phone:- 07 4046 1111 Ref: 223444 MH/sls	717

2. Description of Easement/Lot on Plan	County	Parish	Title Reference
Servient Tenement (burdened land) Easement A on SP166318	Solander	Salisbury	21567078
*Dominant Tenement (benefited land)			

* not applicable if easement in gross

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

5. Grantee	Given names	Surname/Company name and number	(include tenancy if more than one)
		DOUGLAS SHIRE COUNCIL	

6. Consideration	7. Purpose of easement
\$1.00	Drainage

8. Grant/Execution

The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of the attached schedule.

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

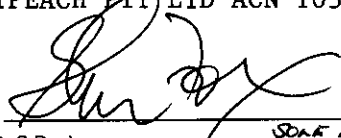
Witnessing Officer

Signature
Full Name
Qualification

Execution Date

23/09/04

Grantor's Signature
WETPEACH PTY LTD ACN 103 036 040


Deaf Director

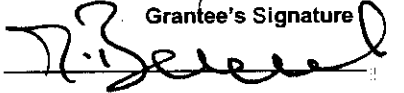
(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Witnessing Officer (signature, full name and qualification)

Signature
Full Name
Qualification

Execution Date

27/9/04

Grantee's Signature

Mayor

Chief Executive Officer

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

Title Reference

Item 8 Request/Execution

1. The Grantee shall have the free right and liberty of using the Servient Tenement or any part or parts thereof for drainage purposes AND all that the full and free right and liberty at all times and from time to time to receive and convey upon the Servient Tenement rainwater and drainage of all kinds inclusive of stormwater runoff flowing continuously intermittently or occasionally into over and along the Servient Tenement from lands adjoining the Servient Tenement and/or any other lands whatsoever and whether flowing naturally or by way of drains pipelines or other artificial means.
2. The Grantee shall have all that the free right and liberty of filling in the Servient Tenement of any part or parts thereof and of excavating therein and erecting constructing and maintaining above or below or partly above and partly below the surface of the Servient Tenement drains and/or pipelines and all appurtenances thereof for the passage or conveyance of rainwater and drainage of all kinds AND with liberty to the Grantee by its officers servants agents workmen with or without trucks and other vehicles plant and materials to enter upon the Servient Tenement at all times for the purpose of removing and disposing of spoil constructing extending deepening widening maintaining and repairing the drains and/or pipelines and all appurtenances thereof and for the purpose of keeping the same in good order and condition and for all other lawful purposes incidental thereto.
3. The Grantee shall not be obliged to use the Servient Tenement for the purposes aforesaid nor to exercise or do any of all the powers or things herein mentioned but shall be at liberty to do so from time to time at its pleasure and to such extent as it may think fit.
4. The Grantee shall not be required to fence or contribute to the fencing of any part or parts of the boundaries of the Servient Tenement.
5. The Grantor shall at all times keep any drain or drains now or hereafter constructed on the Servient Tenement clear of debris and all other obstructions without the Grantee being liable to contribute towards any cost in respect thereof.
6. The Grantor shall at all times have the right to the flow of surface roof and other water from the land of the Grantor into the Servient Tenement and to any drains now or hereafter to be constructed or maintained on the Servient Tenement.
7. The Grantor will not execute or construct any excavations drains channels or other works of any kind on the Servient Tenement nor remove from or interfere with any existing drainage works or any retaining walls howsoever constructed or any other works within the area of the Servient Tenement without the prior approval in writing of the Grantee.
8. The Grantee shall be at liberty to take up and remove the whole or any part of any drains or pipelines at any times during the continuance of this easement or within six months of the determination of this easement.
9. Nothing herein expressed or implied shall limit or destroy any right or privilege of the Grantee to at any time purchase take by agreement resume or otherwise acquire the whole or any part of the Servient Tenement.
10. The Grantor shall pay the Grantee's costs properly incurred in the preparation stamping and registration of this Easement.
11. The consideration in Item 6 of the Form 9 in this Easement shall be paid by the Grantee to the Grantor upon the registration of this Easement by the Registrar of Titles.
12. Unless the contrary intention appears:-

Title Reference

"Easement" shall mean this Schedule and the Form 9 to which this Schedule is annexed and includes all annexures thereto.

"Grantor" shall mean and include the Grantor named in Item 1 of the Form 9 in this Easement and the executors administrators successors and assigns (as the case may be) of the Grantor.

"Grantee" shall mean and include the Grantee named in Item 5 of the Form 9 in this Easement and its successors and permitted assigns.

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