

Our ref: 161108 Response to RFI 020817 ca  
Council Ref: MCUI/2017/1525

2 August 2017

The Chief Executive Officer  
Toowoomba Regional Council  
PO Box 3021  
TOOWOOMBA QLD 4350

**Attention:** Development Assessment – Mary Partridge  
**Via Email:** [development@toowoombaRC.qld.gov.au](mailto:development@toowoombaRC.qld.gov.au)

Dear Mary Partridge,

**Re: Response to Information Request**  
**Preliminary Approval for Building Works to Demolish a Heritage Site and**  
**Approval for an Extension to an Existing Club**  
**348-360 Ruthven Street, Toowoomba**  
**Lot 1 on RP49868, Lot 4 and 6 on RP93677, Lot 5 on SP191223, Lot 8 on**  
**RP5232 & Lot 1 on SP117428**  
**Council Ref: MCUI/2017/1525**

I refer to Council's Information Request, dated 28 April 2017 in relation to the abovementioned development.

On behalf of the applicant, Canberra District Rugby League Football Club Ltd, and in accordance with s83 of the *Economic Development Act 2012*, we provide a response to most issues raised, with additional information to be provided under separate cover. A response to the items raised in the Information Request is outlined below:

**COMPONENT 1 – DEMOLITION OF EXISTING SIGNIFICANT HERITAGE BUILDING**

**1.0 Heritage and Architecture**

*The applicant is requested to provide a revised Heritage Impact Assessment which includes the following information:*

**Comprehensive Statement of Significance**

- Full description of the cultural and heritage significance of the place;
- Identification, photographs and descriptions of the level of significance of all building features,
- externally and internally;
- Detailed descriptions of the changes that have occurred to the building; and,
- A comprehensive history of the place.



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*Adaptive Re-Use Proposal for the Existing Metropole Hotel*

- *An estimate of the costs required for the adaptive re-use of the existing building, maintaining floor levels and linking to the existing sports club. To demonstrate the scope of consideration given to the option to adaptively reuse the building, plans identifying any adaptations should be provided as supporting material.*

*Proposed Demolition and New Development*

- *An estimate of proposed costs for the new development, compared to the proposed adaptive re-use of the existing building;*
- *Justification of how the new development reflect and maintains the cultural values and significance of the heritage place, and the impact on the local area, compared to the significance of the existing building; and*
- *Demonstrate how the Development Scheme has been complied with, particularly given the requirement for adaptive re-use of heritage listed buildings.*

**RESPONSE:** The response to the above Item, has been broken down into the relevant sub elements:

*Comprehensive Statement of Significance*

In preparation for the response to Information Request, the project team inclusive of ADAMS + SPARKES and Stephanie Keays (heritage specialist), have had discussions with Council's Development Planner and Heritage Specialist.

An updated Heritage Impact Assessment is in the process of being completed in accordance with the outcomes of the discussions and will be provided under separate cover during the public notification process, as previously agreed to by Council.

*Adaptive Re-Use Proposal for the Existing Metropole Hotel*

Ultra Linea Architecture has prepared correspondence, as well as marked up a set of plans identifying the changes required to the existing Metropole Hotel in order to support the adaptive reuse of the building. In addition to this, the correspondence details the difference in the era of buildings, and the variation in internal floor elements, with the Sports Club containing an open plan design, which enables the readaptation of spaces over time. This differs to the current Metropole Hotel, which contains smaller individual spaces that would have to be amalgamated into a homogenous floor plate to support the development

In addition to this, it is noted that there is a substantial disparity between the levels of the sports club and the Metropole Hotel. In order for the Spots Club and re-used Metropole Hotel to operate, the corresponding floors would need to be joined via a combination of stairs, lifts and be supplemented with ramps complying with Australian Standard *AS1428.1*. These lifts would occupy a significant area and would visually dominate the space.

Further to this, a budget for works has been prepared by Hutchinson Builders, which compares the adaptive re-use and complete redevelopment options. The budget for works identifies a discrepancy of approximately \$1,000,000.00.

A copy of the correspondence prepared by Ultra Linea Architecture is included in **Attachment 1**.

### Proposed Demolition and New Development

As identified in the above section 'Adaptive Re-Use for the Existing Metropole Hotel', the adaptive re-use of the existing Metropole Hotel includes a cost premium of approximately \$1,000,000.00, when compared to the demolition and construction of the proposed extension. This equates to a 25% increase to the build and results in the re-adaptive use of the building being unfeasible.

Further, as identified in the above section 'Comprehensive Statement of Significance', an updated Heritage Impact Assessment Prepared by Stephanie Keays Architect is in the process of being prepared and will be provided under separate cover. The updated Heritage Impact Assessment has been updated in accordance with discussions with Council's Development Planner and Heritage Specialist.

In addition to the forthcoming updated Heritage Impact Assessment, the Architectural Statement prepared by Ultra Linea Architecture (**Attachment 1**), identifies that the proposed extension considered the existing façade of the Metropole Hotel, with the proposed extension encouraging activation to the Bowen and Ruthven Street frontages. This has been achieved through increasing openings to facilitate the use of screens, which emulate the characteristic proportions of the original building, while maintaining the visual relationship to the street.

Accordingly, the proposed development has been designed such that it presents and integrates in with the streetscape in a similar fashion to the Metropole Hotel.

### **COMPONENT 2 – EXTENSION TO CLUB**

#### **2. Heritage and Architecture**

*The applicant is requested to provide updated documentation and plans which clearly demonstrates a design outcome which compiles with the Development Scheme by integrating street activation measures, provides connectivity and an appropriate interface with the street and responds to the cultural and heritage values of the site.*

**RESPONSE:** As identified in the above section 'Comprehensive Statement of Significance', there has been protracted discussion between the project team and Council's Development Planner and Heritage Specialist.

An updated Heritage Impact Assessment, which supports the amended Architectural Plans prepared by Ultra Linea Architecture (**Attachment 2**) is in the process of being completed in accordance with the outcomes of the discussions between Council and the project team.

The updated Heritage Impact Assessment will be provided under separate cover during the public notification process.

#### **3. Advertising**

*The applicant is requested to provide additional information to clarify the extent of proposed advertising devices to assist Council in assessing the proposal's compliance with the applicable criteria.*

**RESPONSE:** The proposed extension demonstrates an under awning advertising device. This advertising device has been provided for indicative purposes only and does not form part of the application.

An additional Development Application for Advertising Devices will be applied for after receiving approval for the current development application (MCUI/2017/1525).

#### **4. Parking and Access**

*The applicant is requested to provide updated documentation which demonstrates an outcome which supports safe, legible and separated pedestrian pathways through car parking areas to connect to the proposed development site.*

**RESPONSE:** Please refer to the amended Architectural Plans prepared by Ultra Linea Architecture (**Attachment 2**), which removes the pedestrian access point to Western Lane, with this being replaced by an emergency exit point only. The elimination of the pedestrian access point fronting Western Lane removes any conflict between pedestrians and vehicles, with access to the car park available from the existing points of access.

Given this outcome is reflective of the current situation, it supports a safe, legible and separated pedestrian path to and from the car park on Lot 5 on SP191223.

#### **5. Traffic and Parking**

*The applicant is requested to provide a Traffic Impact Assessment which demonstrates the proposed parking provision is sufficient to accommodate the use, and addresses the requirements of the above PDA-wide criteria and PSP No. 2 - Engineering Standards of the Toowoomba Regional Planning Scheme 2012.*

*The applicant is requested to address pedestrian and cycle access, and cycle end of trip facilities, as part of their Traffic Impact Assessment Report.*

**RESPONSE:** Please refer to the Car Parking Assessment prepared by Pekol Traffic and Transport (**Attachment 3**). The Car Parking Assessment included a two day parking patrol survey, which was undertaken on Wednesday 19 and Saturday 22 July 2017. The surveyed periods were identified as the predicted peak car parking demand for the club, as confirmed by the operator and visitation data provided by Google Maps.

Through the Car Parking Assessment it was identified that the Sports Club contained a peak parking demand of 84 cars, which was observed on the Wednesday evening. Based on the peak parking demand of 84 parking spaces (equating to one (1) space per 30m<sup>2</sup> GFA), the proposed extension will result in an additional peak parking demand of 22 spaces, from 84 to 106 spaces.

When considering this increase in parking from the Metropole Hotel Use, which contains no on-site parking (parking provided on-street), the proposed development results in a net decrease in parking by 14 spaces. This is due to the removal of 18 accommodation units, at a rate of one space per unit. Accordingly, the existing on-site car parking provision is sufficient for the proposed extension, with no additional on-site parking required.

Further, the Car Parking Assessment prepared by Pekol Traffic and Transport (**Attachment 3**) identified that end-of-trip facilities are not considered necessary for a development of this size and type. It is the Traffic Engineers opinion that the provision of bicycle parking at a rate of one space per 200m<sup>2</sup> is sufficient to support the proposed development. These bicycle parking spaces are demonstrated in the ground floor level of the amended Architectural Plans prepared by Ultra Lina Architecture (**Attachment 2**).

## **6. Property Information**

*The applicant is requested to provide information on the relevant easements and lease area to assist Council in determining any relevant property requirements or easement implications on the proposed development.*

**RESPONSE:** As demonstrated in the provided Town Planning report, Easement A on RP93677 and Easement B on RP93677 contain an area of 5m<sup>2</sup> each, and are in place to permit the construction of a common brick and mortar wall. This is demonstrated in Easement Dealing Numbers 601741795 (**Attachment 4**) and 601741796 (**Attachment 5**).

Easement C on SP191223 contains a total area of 19m<sup>2</sup> and benefits Lot 1 on RP49868 and Lot 4 on RP93677 for the purpose of building support. This is demonstrated in Easement Dealing Number 711499961 (**Attachment 6**).

It is also noted that there is a historic easement, which is not demonstrated on the Queensland Globe KML file or Queensland Government SmartMap. This easement is for the construction of a party wall, with the details demonstrated in Easement Dealing Number .601736462 (**Attachment 7**).

The Lands Lease, detailed as Lot 1 on SP117448, contains a total area of 632m<sup>2</sup>, with the lessee being the Canberra District Rugby League Football Club. The lease dealing number being 717299527, with a subsequent amendment to lease being Lease Dealing Number 717299528 (**Attachment 8**).

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This response represents our complete response to the Information Request issued by the Toowoomba Regional Council, and we look forward to the decision notice being issued by Council in accordance with the relevant provisions of the *Economic Development Act 2012*. In accordance with section 84 of the *Economic Development Act 2012*, public notification of the project will now be undertaken for a minimum of 20 business days.

As always, please feel free to contact me direct should you require any additional information or clarification.

Yours faithfully,

**ADAMS + SPARKES**

**TOWN PLANNING + DEVELOPMENT**



**Cameron Adams**

**MANAGING DIRECTOR**

Encl:      **Attachment 1:** Architectural Statement prepared by Ultra Linea Architecture  
             **Attachment 2:** Amended Architectural Plans prepared by Ultra Linea Architecture  
             **Attachment 3:** Car Parking Assessment prepared by PTT  
             **Attachment 4:** Easement Dealing Number 601741795  
             **Attachment 5:** Easement Dealing Number 601741796  
             **Attachment 6:** Easement Dealing Number 711499961  
             **Attachment 7:** Easement Dealing Number 601736462  
             **Attachment 8:** Lease Dealing Number 717299528

Cc:            Canberra District Rugby League Football Club Ltd

## **Attachment 1 - Architectural Statement**

**Prepared by Ultra Linea Architecture**

## **Considerations for the Adaptive Reuse of the Metropole Hotel for the Proposed Extension of the Toowoomba Sports Club**

In response to Toowoomba Regional Councils request to consider the adaptive reuse of the existing Metropole Hotel as part of the extension of the Toowoomba Sports Club. Ultralinea Architecture has undertaken an investigation into the considerations required to undertaking such a task.

### **Current and Anticipated use of the building**

The current internal arrangement of the Metropole Hotel is typical of the pubs of that era. The main bar located on the street corner of the ground floor with smaller flanking ancillary spaces to either side and the upper floor typically providing accommodation. However, the proposed extension to the sports club would require an open planned, secure and flexible space with an emphasis on connectivity to the existing club as well as to the street.

### **Considerations for adaptive reuse**

The proposed use of the sports club extension would include a spacious cafe and associated alfresco seating overlooking the street at ground floor, the rear section fronting Western Lane would consist of bulk storage with sufficient open floor space to manoeuvre palette goods. The upper floor would consist of a bar which would extend its functionality to cater for either the existing bistro or the adjacent proposed function area located above the Western Lane.

### **Amalgamating floor areas**

To achieve this level of operation we would have to amalgamate the smaller existing spaces into a usable homogenous floor plate. This would be achieved by the removal and subsequent infilling of the existing service court on both ground and upper floors. Furthermore, a suitable roof form with consideration to the existing roof structure and drainage would need to be established. This undertaking would be complex and costly due to close proximity of required structural works to the existing structure to be retained. All new sections would need to be either self supportive or engaged into reinforced existing structures to meet current structural standards. This would involve careful excavation of new footings for additional columns, bracing, structural lintels and roof structure.

### **Utilising existing floor levels**

Another aspect for the adaptive reuse would be the suggested retention of existing floor levels. Presently, there is a substantial disparity between the levels of the sports club and that of the Metropole Hotel. For the club to operate as intended, the corresponding floors would need to be joined via a combination of stairs, lifts and be supplemented with ramps complying with AS1428.1 (Disability Standard) to cater to the predominant demographic. These proposed ramps would occupy significant area and would visually dominate the space. The most notable consideration for maintaining floor levels is the reduced ceiling height at the transition between both buildings. Presently measured at approximately 2.4m this height would continue to reduce to facilitate required ceiling services. This volumetric pinch limits the visual continuity of the space and impacts the ability for suitable surveillance, in this case requiring additional staff or monitoring equipment.

### **Facade treatment, permeability and activation**

Due to the nature of the proposed activities within extension, it would be necessary to promote connectivity to the street through visual permeability and physical presence. So in addition to the extensive works required for the core of the Metropole Hotel, sections of the facade would also require attention to encourage this interaction. Presently, the existing facade limits this connection due to the smaller openings synonymous to the pubs of that era. The proposed extension would expand these

openings to facilitate the use of screens which emulate the characteristic proportions of the original building, while maintaining the visual relationship to the street. The expanded openings would also need to be applied to current doorways to meet DDA requirements and address council's suggestion for additional street activation with additional entrances. However, like other venues within the Safe Night Precinct, maintaining and staffing multiple entrances is cost prohibitive and unfeasible. Instead activation would be achieved by the close proximity of alfresco diners overlooking Bowen St and the permeability of the Ruthven St facade. In addition to the amendments to the openings, all the remaining existing walls would need to be upgraded to meet Section J (Energy Efficiency Code). This would involve additional lining and insulation to walls and upgrades to existing glazing to meet current standards.

#### **Budgetary considerations for reuse**

In an effort to establish a budgetary figure comparing the adaptive reuse option against the proposed complete refurbishment, Hutchinson Builders was consulted to provide a basic scope of works and construction budget (refer annexure below). As stated in the email from Danny Charlesworth, Hutchinson Builders anticipate a 25% premium to proceed with the adaptive reuse, a cost which would result in an unfeasible project outlay for the Toowoomba Sports club and ultimately jeopardise the project all together.

#### **Annexure**

**From:** Danny Charlesworth [<mailto:Danny.Charlesworth@hutchinsonbuilders.com.au>]  
**Sent:** 24 July 2017 13:16  
**To:** John Ford  
**Cc:** Sean Lees  
**Subject:** Metropole Hotel Expansion

John

We have reviewed the drawings for the proposed works to the existing Metropole site and are pleased to offer the following information for your review

Please find attached a construction budget for the proposed new extension on a shell and core basis, we believe an allowance of approx. \$ 2.7-3.0m plus 10% gst

This includes the following

- Site Establishment / Gantry to street during construction
- Demo of existing \$ 120k
- New Structure block/suspended concrete/structural steel roof
- New façade treatments shown ie screens/feature tiling/timber cladding/glass balustrading/stacker doors etc
- Services – Mech/elec/hydraulics
- Goods lift and general lift
- Internal linings/floor coverings/amenities block etc

Excludes

- Kitchen/coldrooms/Bars/FFE
- Modifications to existing areas in the sports club
- Upgrade any services

We have also priced for the existing Façade to remain for the Metropole Hotel based on the same scope as above we offer the following, this pricing would be between \$ 3.7-4.0m plus 10% gst with a high risk of cost over run due to the nature of works which Hutchinsons would not be willing to take the risk on this price until the structure is completed, we will require specialized engineer procedures that will need to be carried out during construction to maintain a relevant level of safety for the general public and workers.

The extra over pricing includes for the following items

- We have included an allowance to remove all windows and replace as these would not be compliant with Section J requirements
- We have included an allowance to fill in the existing corner that abuts the existing Sports club, note this is a fairly complicated area and will require propping/heads etc
- Hand demolish in lieu of machine with the interface of existing substructures
- Propping of façade and engineering reviews as this procedure is carried out
- Alternate type foundations not to undermine existing façade foundations
- Costly details to Tie existing structure into new structure
- Fire rating compliance potential ie wall wetters
- Disabled ramp on lower level to tie into existing sports club levels
- Disabled ramp on upper levels to tie into existing sports club levels
- Refurb of existing pressed metal awning
- Refurb of existing steel windows and make good
- On our site visit we confirmed that the floor structure is of a timber construction, we note from previous experience with other projects similar to this that there is a high Potential termite damage

Hope the above information helps with your planning meeting and if you require any further information please contact either Sean or Myself.

Regards,

Danny Charlesworth

Costing and Estimating Manager

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## **Attachment 3 - Car Parking Assessment**

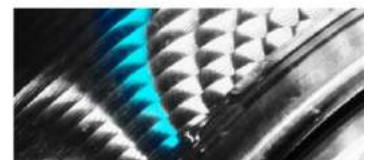
Prepared by PTT

**PROPOSED EXTENSION TO TOOWOOMBA SPORTS CLUB  
CAR PARKING ASSESSMENT**



**31 JULY 2017**

PREPARED FOR:

**CANBERRA DISTRICT RUGBY LEAGUE FOOTBALL CLUB**



## DOCUMENT CONTROL RECORD

DOCUMENT						
<b>Report Title:</b>		Car Parking Assessment – Proposed Extension to Toowoomba Sports Club				
<b>Client:</b>		Canberra District Rugby League Football Club				
<b>Project Number:</b>		17-312				
REV	PURPOSE	DATE	AUTHOR	REVIEWER	APPROVED	SIGNED
A	DRAFT	JUL-17	CB	HS	AP	
B	FINAL	JUL-17	CB	HS	AP	

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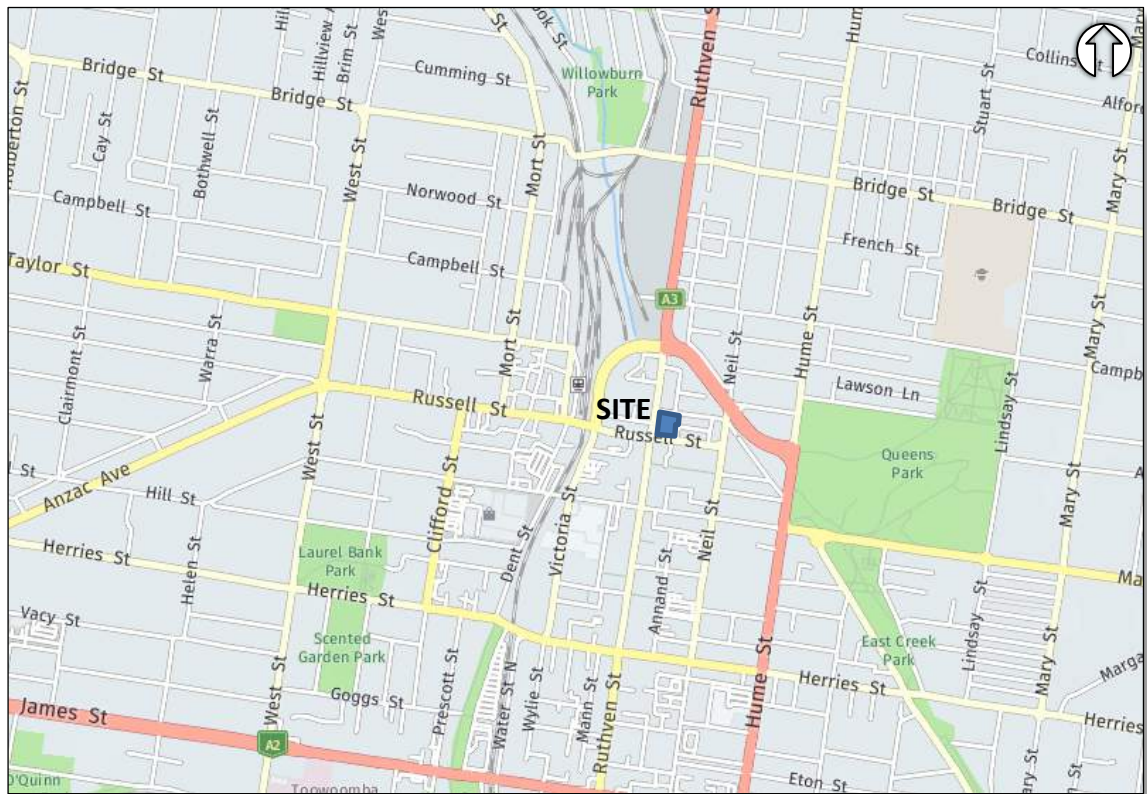
## **APPENDIX A: DEVELOPMENT LAYOUT**

## 1.0 INTRODUCTION

### 1.1 Background

In July 2017, Pekol Traffic and Transport was engaged to undertake a car parking assessment for a proposed extension to the Toowoomba Sports Club at 348 – 360 Ruthven Street, Toowoomba City. The location of the subject site is shown in Figure 1.1.

**Figure 1.1 SITE LOCALITY**



### 1.2 Aim

The aim of this assessment is to evaluate the proposed development in terms of the impact on car parking demand and supply.

### 1.3 Scope of Report

This report begins by summarising the characteristics of the existing road network, traffic operations and access arrangements (Chapter 2), followed by a description of the scope of the proposed development, including a consideration of the predicted development car parking demand and supply (Chapter 3). The report concludes with a summary of key findings (Chapter 4).

## 2.0 EXISTING CONDITIONS

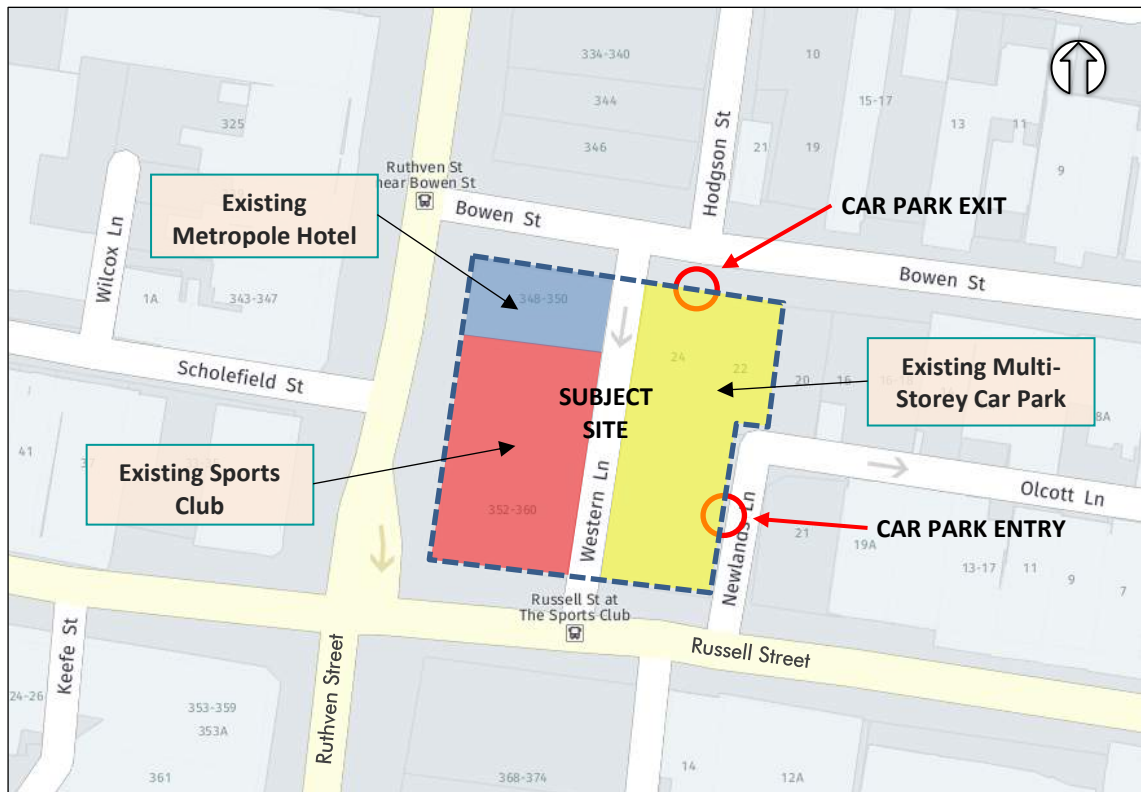
### 2.1 Subject Site

The subject site is located at 348 – 360 Ruthven Street, Toowoomba and is formally described as Lot 1 on RP49868, Lot 4 and 6 on RP93677, Lot 5 on SP191223, Lot 8 on RP5232. The site currently accommodates the Toowoomba Sports Club, Metropole Hotel and multi-storey car park building. The subject site comprises a total area of 4,058m<sup>2</sup> GFA.

The subject site and surrounding area is located within the Toowoomba Railway Parklands Priority Development Area. As shown in Figure 2.1, the subject site is bounded as follows:

- to the north by Bowen Street
- to the east by Newlands Lane and commercial uses fronting Bowen Street
- to the south by Russell Street
- to the west by Ruthven Street

**Figure 2.1 SUBJECT SITE**



### 2.2 Access Arrangements

As shown in Figure 2.1, vehicular access to the on-site multi-storey car parking building is as follows:

- Newlands Lane: entry only
- Bowen Street: exit only

Western Lane runs through the middle of the site (between the Club building and the multi-storey car park) and provides access to the on-site loading area. Western Lane is signed as a shared zone (with a 10km/h posted speed) and is one-way in the southbound direction of travel.

## 2.3 Road Network

Key attributes of the surrounding road network in the vicinity of the subject site are summarised in Table 2.1.

**Table 2.1: ROAD NETWORK ATTRIBUTES**

<b>ATTRIBUTE</b>	<b>RUTHVEN STREET</b>	<b>BOWEN STREET</b>	<b>RUSSELL STREET</b>	<b>WESTERN LANE</b>
Road Hierarchy	State Controlled	Local Road	Local Road	Local Road
Directionality	Two - Way	Two - Way	Two – Way	One – Way
Number of Lanes	4	2	2	1
Speed Limit (Km/h)	40	50	40	10
Jurisdiction	DTMR	Council	Council	Council
Pavement Type	Bitumen	Bitumen	Bitumen	Bitumen
Kerb and Channel	Yes	Yes	Yes	No
Central Median	No	No	No	No
Dedicated Parking	Yes	Yes	Yes	No
Footpaths	Yes	Yes	Yes	No
Bicycle Lanes	No	No	No	No
Bus Route	Yes	Yes	No	No

## 2.4 Car Parking

### 2.4.1 On-Street Parking

There is on-street parking available on the roads surrounding the subject site (ie Ruthven Street, Bowen Street, Russell Street and Newlands Lane). The on-street spaces are subject to parking restrictions, which typically limit parking to a maximum of one – two hours between the hours of 9am – 5pm, Monday to Friday and 9am to 11:30am on Saturday.

### 2.4.2 On-Site Parking

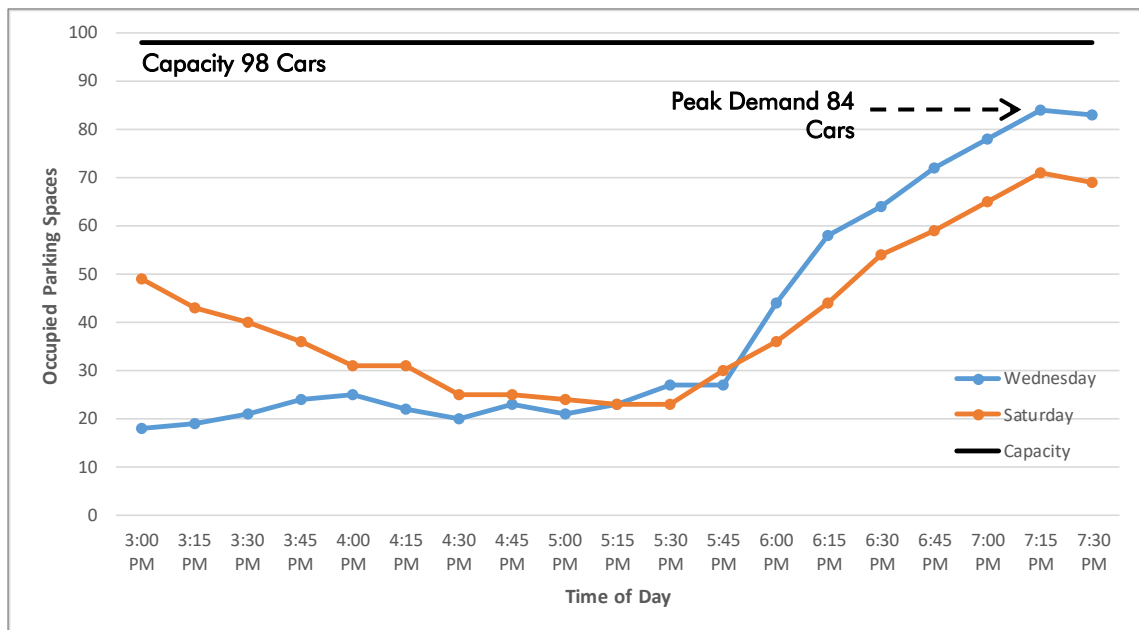
In terms of on-site parking, both the Metropole Hotel and the sports club are able to utilise the existing multi-storey car park (located on Lot 5 on SP191223), which contains a total of 98 car parking spaces (and eight motorcycle bays).

To quantify the existing on-site car parking demand and availability within the multi-storey car park, a two-day parking patrol survey was undertaken on Wednesday 19 and Saturday 22 July 2017. The survey was carried out in 15-minute intervals between the hours of 3:00pm and 7:30pm on both days.

The surveyed periods encompass the predicted peak car parking demand of the club, as identified by both the operator and visitation data provided by Google Maps, which is anticipated to occur around 7pm in the evenings.

Figure 2.3 shows the number of cars parked on-site over the course of the surveyed periods. A peak on-site parking demand of 84 cars was observed during the Wednesday evening survey period, equating to approximately 86% of the total on-site car parking provision.

**Figure 2.3: ON-SITE CAR PARKING SURVEY RESULTS**



While the existing Metropole Hotel is currently vacant, it could recommence operations at any stage in the future with no development approval required. As the existing hotel has no on-site car parking provision, the additional parking demand associated with this use would need to be accommodated either on-street or within the multi-storey car parking building.

## **2.5 Active and Public Transport**

### ***2.5.1 Pedestrians and Cyclists***

In the vicinity of the subject site, there are pedestrian footpaths along both sides of Ruthven Street, Bowen Street and Russell Street, which connect the development site to the surrounding area. There are pedestrian crossing facilities on all approaches to the Ruthven Street / Russell Street signal-controlled intersection.

While there are no on-road cycle lanes, bicycle awareness zone line-markings are currently provided on both sides of Ruthven Street. The relatively flat topography in the immediate vicinity of the site is likely to encourage cycle trips in the local area, particularly by staff.

### ***2.5.2 Public Transport***

The subject site is well served by public transport with a bus stop located on the Russell Street frontage. This stop is served the 901 and 950 bus routes, which operate between Toowoomba City Centre, Harlaxton, the University of Southern Queensland, Highfields and Crows Nest.

It is also understood that the Toowoomba Sports Club provides a courtesy bus service and public transport vouchers to its patrons.

### 3.0 PROPOSED DEVELOPMENT

#### 3.1 Site Layout

It is proposed to demolish the existing Metropole Hotel and extend the Toowoomba Sports Club over the hotel site. The proposed extension would result in a total increase of approximately 645m<sup>2</sup> GFA over two storeys (from an existing 2,533m<sup>2</sup> GFA to a proposed 3,178m<sup>2</sup> GFA following the extension).

The revised ground floor development layout plan is shown in Figure 3.1, with additional plans included in Appendix A.

**Figure 3.1: PROPOSED GROUND FLOOR LAYOUT**



The ground level layout retains the existing gaming room, with the extended area including a pokie lounge, reception, café, bar, as well as amenities and servicing areas. A pedestrian access to Western Lane is provided for emergency exit only.

In terms of the first floor layout, the existing function room, kitchen and bistro would be retained, with an additional bar, lounge and private function area proposed. A pedestrian connection across Western Lane is retained to provide direct access to the upper level of the multi-storey car parking area.

### 3.2 Access Arrangements

No changes are proposed to the existing vehicular access arrangements.

### 3.3 Car Parking

The Toowoomba Railway Parklands Priority Development Area Development Scheme requires that on-site car parking be provided as per a technical assessment of provision suitable for the proposed use. Therefore, we have undertaken an assessment of the anticipated car parking demand under both the existing (ie hotel use) and proposed (extension to the Toowoomba Sports Club) conditions.

Based on the car parking survey of the existing Toowoomba Sports Club, we estimate that the peak hour parking rate is **one space per 30m<sup>2</sup> GFA** (ie a peak demand for 84 parking spaces from a total of 2,533m<sup>2</sup> GFA). Therefore, the additional car parking demand generated by the extension to the Toowoomba Sports Club is expected to be proportional to this rate. This increases the required number of car parking spaces by 22, from 84 to 106 spaces.

In addition, we have estimated the car demand associated with the existing hotel use. It is understood that the hotel comprises:

- a total of 730m<sup>2</sup> GFA, with a public bar at ground floor incorporating 365m<sup>2</sup> GFA
- a total of 18 accommodation rooms at the upper level

Based on a review of planning schemes in South East Queensland, we have applied the following on-site car parking rate to the existing hotel use:

- one space per accommodation unit
- one space per 30m<sup>2</sup> GFA for non-residential floor area (ie public bar area)

The estimated car parking requirements for the existing and proposed uses is summarised in Table 3.1.

**Table 3.1: CAR PARKING REQUIREMENTS**

LAND USE	SCALE	RATE	REQUIREMENT
<b>Existing Use</b>			
Hotel – Public Bar	365m <sup>2</sup> GFA	1 space / 30m <sup>2</sup>	18 spaces
Hotel – Accommodation	18 rooms	1 space per room	<u>18 spaces</u>
Total			36 spaces
<b>Proposed Uses</b>			
Sports Club	645m <sup>2</sup> GFA	1 space / 30m <sup>2</sup>	22 spaces
<b>NET DECREASE</b>			<b>14 Spaces</b>

As Table 3.1 demonstrates the proposed extension of the sports club is predicted to result in a net decrease in car parking demand over the existing situation (whereby the hotel could be brought back into use at anytime).

Therefore, the existing on-site car parking provision is considered to be sufficient for the proposed extension to the Toowoomba Sports Club and no additional on-site car parking is required.

### **3.4 Servicing**

No changes are proposed to the existing servicing arrangements, with the on-site loading bay on Bowen Street (adjacent to Western Lane) continuing to be utilised for both deliveries and refuse collection.

### **3.5 Active and Public Transport**

The main pedestrian access to the expanded Toowoomba Sports Club would be from Ruthven Street. This would be via a 5m wide at-grade pedestrian entry, which caters for vulnerable users and people with a disability.

End-of-trip cycling facilities such as showers, lockers are not considered to be necessary for a development of this size and type. However, it is our view that the development would benefit from bicycle parking, particularly for staff use. **It is recommended that** bicycle parking be provided at a rate of one space per 200m<sup>2</sup>, which equates to four spaces for the proposed extension. These should be provided in an in an area of high casual surveillance. Demand for bicycle parking should be monitored and additional provision installed if necessary.

As shown in the revised development layout plans, four bicycle parking spaces are proposed at ground floor level, under the stairs in the south-west corner of the multistorey car park.

The proposed extension would improve the viability of local public bus routes and the Toowoomba Sports Club courtesy bus service.

## 4.0 CONCLUSIONS

### 4.1 Conclusions

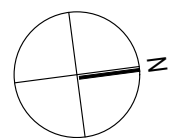
The likely impact of a proposed extension to the existing Toowoomba Sports Club has been assessed. The main points to note from this assessment are:

- the proposed development comprises the demolition of the existing Metropole Hotel and a extension of the Toowoomba Sports Club (incorporating an additional 645m<sup>2</sup> GFA)
- no changes are proposed to the existing vehicular access arrangements
- based on the predicted car parking rates for the existing (ie hotel use) and proposed (extension to the Toowoomba Sports Club) uses, the development is expected to result in a net decrease in parking demand
- therefore, the existing on-site car parking provision is considered to be sufficient for the proposed extension to the Toowoomba Sports Club and no additional on-site car parking is required
- no changes are proposed to the existing servicing arrangements
- four bicycle parking spaces (ie a rate one space per 200m<sup>2</sup> GFA for the extension) are proposed under the stairs of the multistorey car park



**1** CONTEXT PLAN  
1:1000

REV	DATE	DESCRIPTION
P1	14/02/17	PRELIM 1
P2	28/02/17	PRELIM 2
P3	22/03/17	UPDATED AREAS
A	24/07/17	COUNCIL IR
B	27/07/17	AMENDED COUNCIL IR



TOOWOOMBA SPORTS CLUB  
SPORTS CLUB REFURBISHMENT  
350 Ruthven St  
Toowoomba, QLD



PO BOX 1491  
NEW FARM  
QLD 4005

P: 07 3172 0150  
www.ultralinea.com.au

Drawing:  
**SITE  
CONTEXT PLAN**

Date:  
27/07/2017

Proj. No:  
**1633**

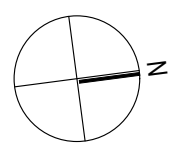
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**DA 101**

Rev:  
**B**



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P2	28/02/17	PRELIM 2
P3	22/03/17	UPDATED AREAS
A	24/07/17	COUNCIL IR
B	27/07/17	AMENDED COUNCIL IR



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SPORTS CLUB REFURBISHMENT**  
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Toowoomba, QLD



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NEW FARM  
QLD 4005

P: 07 3172 0150  
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Drawing:  
**SITE  
SITE PLAN**

Date:  
27/07/2017

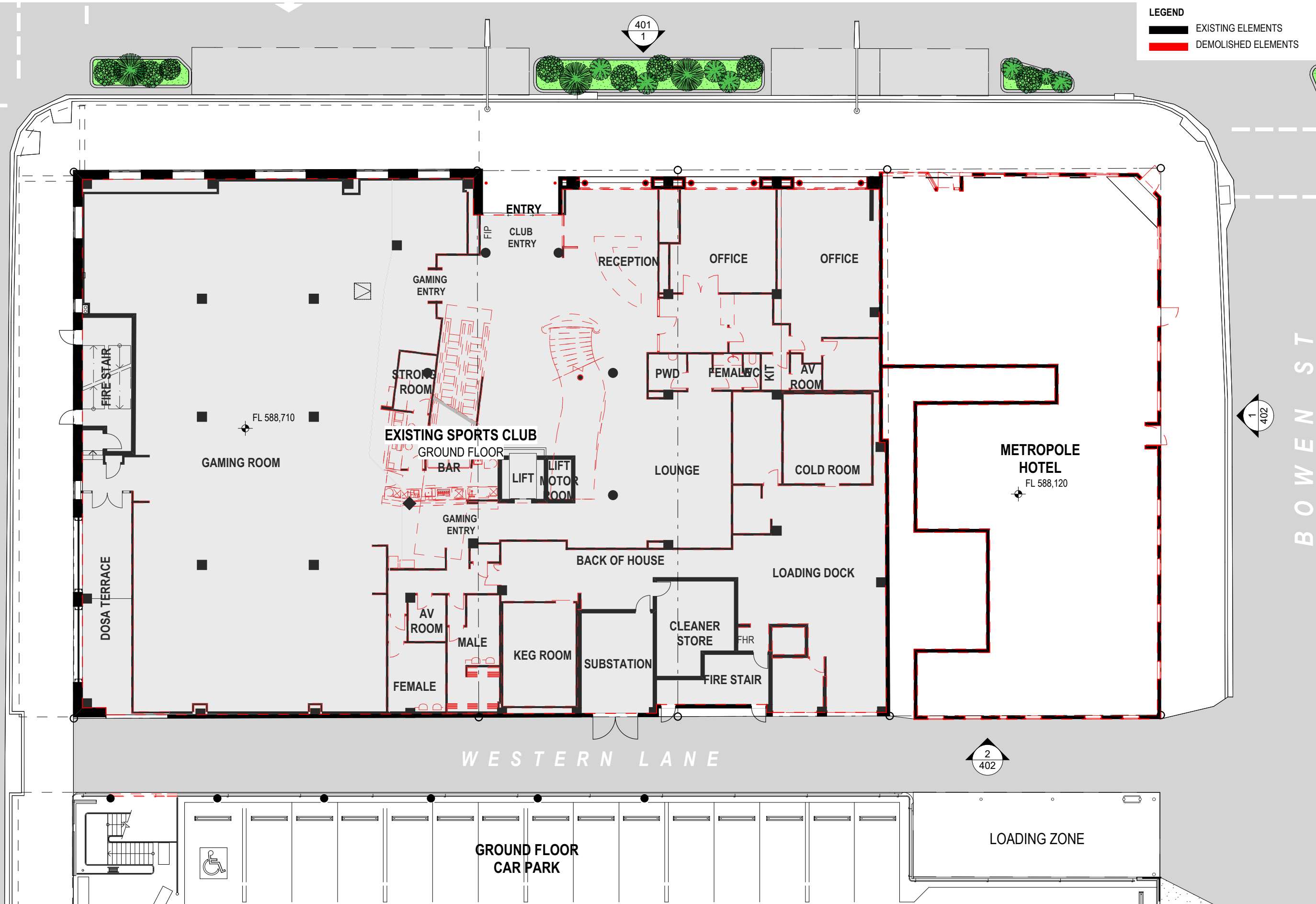
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Dwg. No:  
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Rev:  
**B**

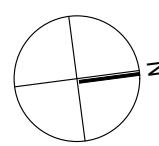
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**LEGEND**  
 ■ EXISTING ELEMENTS  
 ■ DEMOLISHED ELEMENTS



**1 GROUND FLOOR**  
 1:200

REV	DATE	DESCRIPTION
P1	14/02/17	PRELIM 1
P2	28/02/17	PRELIM 2
P3	22/03/17	UPDATED AREAS
A	24/07/17	COUNCIL IR
B	27/07/17	AMENDED COUNCIL IR



**TOOWOOMBA SPORTS CLUB**  
**SPORTS CLUB REFURBISHMENT**  
 350 Ruthven St  
 Toowoomba, QLD



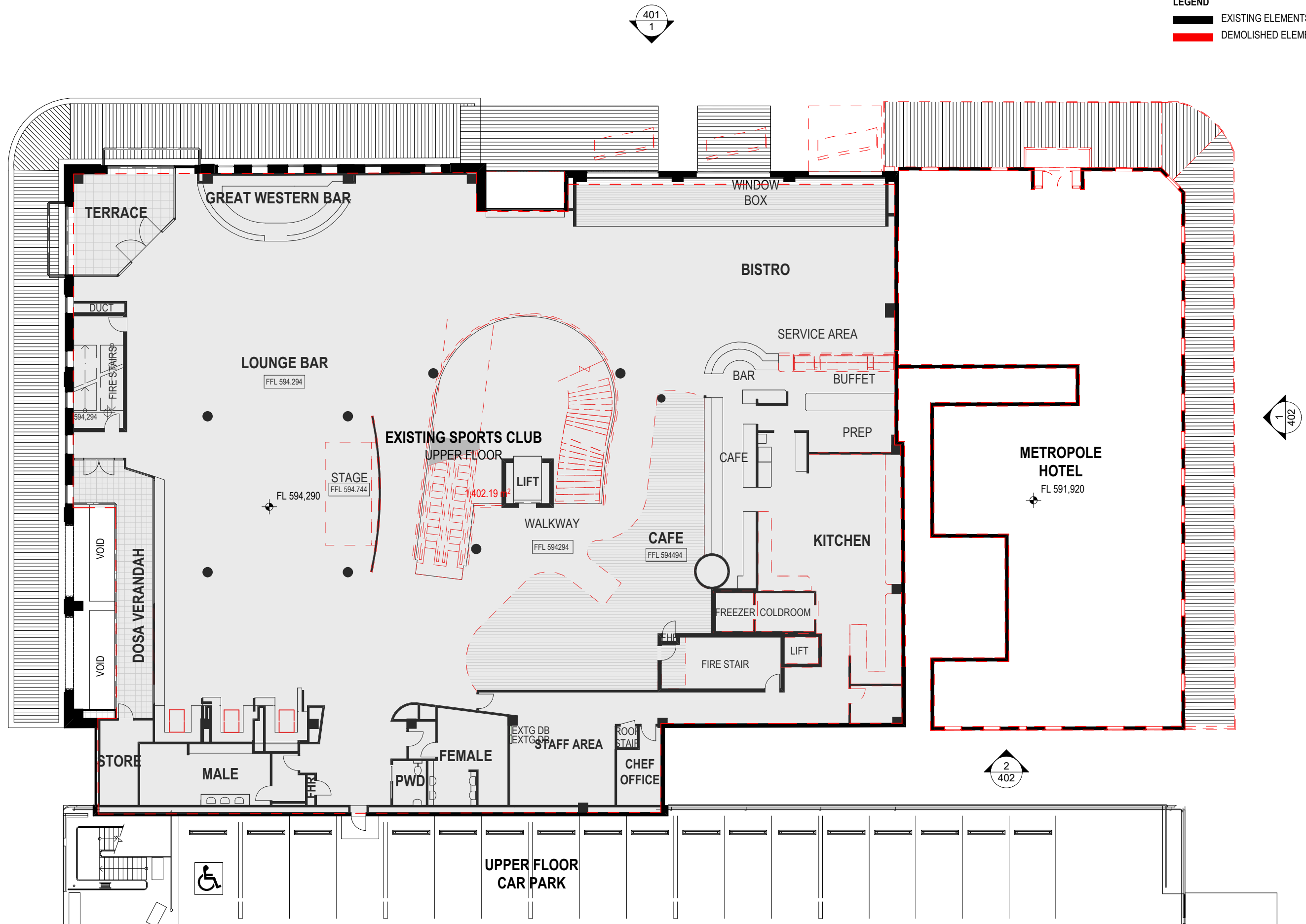
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 NEW FARM  
 QLD 4005  
 P: 07 3172 0150  
 www.ultralinea.com.au

Drawing:  
**PLANS**  
**GROUND FLOOR DEMO PLAN**  
 Date:  
 27/07/2017  
 Proj. No:  
 1633  
 Dwg. No:  
 DA 201  
 Rev:  
**B**

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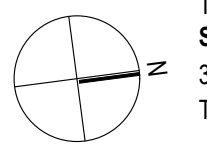
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**LEGEND**  
 ■ EXISTING ELEMENTS  
 ■ DEMOLISHED ELEMENTS



**1** UPPER FLOOR  
 1:200

REV	DATE	DESCRIPTION
P1	14/02/17	PRELIM 1
P2	28/02/17	PRELIM 2
P3	22/03/17	UPDATED AREAS
A	24/07/17	COUNCIL IR
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**TOOWOOMBA SPORTS CLUB  
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Drawing:  
**PLANS  
 UPPER FLOOR DEMO PLAN**  
 Date:  
 27/07/2017  
 Proj. No:  
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 Dwg. No:  
 DA 202  
 Rev:  
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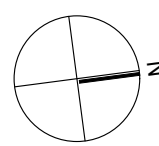
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1 GROUND FLOOR  
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REV	DATE	DESCRIPTION
P1	14/02/17	PRELIM 1
P2	28/02/17	PRELIM 2
P3	22/03/17	UPDATED AREAS
A	24/07/17	COUNCIL IR
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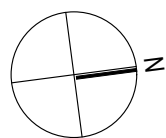
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Date:  
27/07/2017  
Proj. No:  
1633  
Dwg. No:  
DA 203  
Rev:  
**B**

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1 UPPER FLOOR  
1:200

REV	DATE	DESCRIPTION
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P2	28/02/17	PRELIM 2
P3	22/03/17	UPDATED AREAS
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Drawing:  
**PLANS  
UPPER FLOOR PROPOSED**

Date:  
27/07/2017

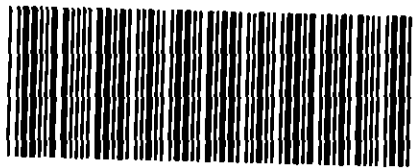
Proj. No:  
1633

Dwg. No:  
DA 204

Rev:  
**B**

**Attachment 4 - Easement Dealing Number 601741795**

# B738399



## 601741795

**B738399**

**EASEMENT**

DOROTHY O'BRIEN AND MOYIA O'BRIEN

Grantors

TO

STYLIANOS KYPRIOS AND ELLEN MARY KYPRIOS

Grantees

*B 738399*

MEMORANDUM OF ENCUMBRANCES, LIENS AND INTERESTS

*Easement*


No. D96895 Bill of Mortgage

to Darling Downs Building Society

Produced 20 Mar 1964 at 12.29 P.M.

Registered 20 Apr 1964

*R.M. Miller*  
REGISTRAR OF TITLES



Particulars entered in the Register

Book Vol 3304 Folio 24 the  
3304 day of Dec

1960 at 2.57

2246  
225/7

*Thomas*  
REGISTRAR OF TITLES



*1-1-1964*

1 - 0 - 0  
3 - 0 - 0  
4 - 0 - 0

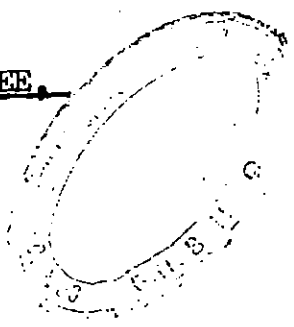
*Emb 738400*

*Notice of Grantors...  
should contain description  
of the easement*

*h 966*

2/6 REQUISITION FEE  
Paid Vols No 1772/1  
3-1-60

EDWARD W. CLEARY & LEE,  
SOLICITORS,  
TOOWOOMBA.



OK gre  
2/11/59



"W"

QUEENSLAND

MEMORANDUM OF TRANSFER

(Grant of Easement)

WE, DOROTHY O'BRIEN AND MOYIA O'BRIEN both of Toowoomba in the State of Queensland, Spinsters, (hereinafter called "the Grantors" which expression where the context so permits or requires shall be deemed to include their and each of their Successors and Assigns) being the registered proprietors of an estate in fee simple as tenants in common in equal shares subject however to such encumbrances liens and interests as are notified by Memorandum endorsed hereon in all that piece of land situate in the County of Aubigny, Parish of Drayton, containing Twenty-One <sup>one</sup> Hundredths of a perch be the same a little more or less, being Subdivision A of Resubdivision 1 of Subdivision 5 of Suburban Allotment 12 of Section 6, County of Aubigny, Parish of Drayton, being part of the land contained in Certificate of Title Number 68959879 Volume 3304 Folio 88/9 and Certificate of Title Number \_\_\_\_\_ Volume \_\_\_\_\_ Folio \_\_\_\_\_ as per Plan Catalogue Number 93677 (hereinafter called "the Servient Tenement") IN CONSIDERATION of a like Grant of Easement given to the Grantors by STYLIANOS KYPRIOS and ELLEN MARY KYPRIOS (his wife) both of Toowoomba aforesaid DO HEREBY GRANT TRANSFER AND ASSIGN to the said STYLIANOS KYPRIOS AND ELLEN MARY KYPRIOS <sup>as Joint Tenants</sup> (hereinafter called "the Grantees") and to the Registered Proprietor or Proprietors for the time being of that piece of land situate in the County and Parish aforesaid containing thirteen and two tenths perches be the same a little more or less being Subdivision 4 and Resubdivision 2 of Subdivision 5 of Suburban Allotments 11 and 12 of Section 6 in the County of Aubigny Parish of Drayton and being the whole of the land contained in ~~Certificate of Title Number \_\_\_\_\_ Volume \_\_\_\_\_ Folio \_\_\_\_\_~~ and Certificate of Title Number 695284 Volume 3328 Folio 24 (hereinafter called "the Dominant Tenement"), the Easement <sup>over the Servient Tenement</sup> hereinafter contained and the Grantors do hereby charge the Servient Tenement for the benefit of the parties and land aforesaid with the following provisions and agreements, that is to say:-

1. There is a Brick and Mortar Wall part of which is erected upon the Servient Tenement and the other part upon Subdivision B of Resubdivision 2 of Subdivision 5 of Suburban Allotments ~~11 and~~ 12 of Section 6, County of Aubigny, Parish of Drayton (hereinafter called "the adjoining Tenement") and which said Wall forms a dividing or par

servient

see 6.10.60

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\*the Servient Tenement being Subdivision A of Resubdivision 1 of Subdivision 5 of Suburban Allotment 12 of Section 6 in the County of Aubigny, Parish of Drayton, containing twenty-one hundredths of a perch more or less as per Plan Catalogue 93677

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wall between the building of the Grantors erected upon Subdivision 6 and Re-subdivision 1 of Subdivision 5 of Suburban Allotment 12 of Section 6 County of Aubigny, Parish of Drayton (hereinafter called "the Grantors Tenement") and the building of the Grantees erected upon the Dominant Tenement and the said Brick and Mortar Wall shall be used at all times hereafter for no other purpose whatsoever than as a party or dividing wall and as a support to the buildings erected or to be erected upon the Grantors Tenement, and upon the said Dominant Tenement.

2. The wall erected upon the adjoining tenement and the Servient Tenement as provided in Clause 1 hereof or any wall which may hereafter be erected on those Tenements shall be supported laterally by the sub-soil and minerals in and under the said Servient Tenement and the Grantors Tenement, of which the Grantors are the registered proprietors but nothing herein contained shall be construed to prevent the Grantors from making excavations beneath the said Servient Tenement or the Grantors Tenement, for the purpose of laying foundations for any buildings which the Grantors may erect on the Grantors Tenement so long as the Grantors provide sufficient means of support for the Wall for the time being erected on the Servient and adjoining Tenements (and also for any other additional Wall erected on the adjoining Tenement) both during the progress and after the completion of any buildings which the Grantors may erect on the Grantors Tenement.

3. The said Party Wall is approximately One hundred and fifty links in length the Eastern Section thereof being of Bricks and Mortar approximately fourteen inches in width the said Eastern Section commencing at the Lane to the East of the Dominant Tenement and running in an approximately westerly direction for approximately Sixty Five Links (which Eastern Section is hereinafter called "The Eastern Section of the said Wall"). The remainder of the said Party Wall is of Bricks and Mortar approximately Nine inches in width and runs in an approximately westerly direction for a further approximately Eighty Five Links and such remainder is hereinafter referred to as "The Western Section of the said Wall".

4. The said Wall mentioned in Clause 1 hereof shall henceforth remain the common property of the Grantors and Grantees and the Grantors and Grantees shall have equal rights in all respects to the said Wall, (and to any further additional wall erected on the adjoining Tenement as provided for in clause 5 hereof provided that the requirements of Clause 5 hereof are complied with), neither the Grantors nor the Grantees being at liberty to use the Eastern Section

of the said wall by inserting timber beyond a depth of four and a half inches or other material beyond a vertical line drawn through the centre and along the entire length of the Eastern Section of the said Wall or otherwise use the said Wall in any manner whatsoever which may interfere with the equal user of the other half of the same wall by the others of them the said Grantors and Grantees and this provision shall apply to any future addition or additions to the said Wall which may be made in pursuance of the provisions hereinafter contained and neither the Grantors nor Grantees being at liberty to use the Western Section of the said Wall by inserting timber beyond a depth of four and a half inches or other material beyond a vertical line drawn through the centre and along the entire length of the Western Section of the said Wall or otherwise use the said Wall in any manner whatsoever which may interfere with the equal user of the other half of the same wall by the others of them the said Grantors and Grantees and this provision shall apply to any future addition or additions to the said Wall which may be made in pursuance of the provisions hereinafter contained.

5. The Grantees their and each of their successors and assigns and the registered proprietor or proprietors for the time being of the Dominant Tenement shall be at liberty from time to time to increase the width of the Western Section of the said Wall (so as to have a total width not exceeding fourteen inches) or to build upon the top of the Party Wall erected on the adjoining and Servient Tenements as hereinbefore provided as they may require provided that they shall not do or permit to be done anything whereby the said Wall or any future addition or additions thereto or any buildings now or hereafter supported thereby or adjacent thereto shall be rendered unstable or unsafe or be jeopardised in any manner whatsoever and during the course of any building operations they shall cause as little nuisance as possible to the Servient Tenement and the buildings of the Grantors adjacent thereto and to the occupiers of such buildings and shall make good at their own expense any damage that may be done to the said Servient Tenement the adjacent buildings or the occupiers thereof and shall indemnify the Grantors against any costs charges claims and expenses in respect thereof (subject to the proviso hereinafter contained) provided that all plans and specifications shall be approved by the architects of the Grantors and Grantees and if necessary by the Municipal Architect and any other necessary authority whether local municipal or parliamentary AND PROVIDED FURTHER that if the Grantees their successors or assigns shall increase the width of the Western Section of the said Wall as in this clause provided the Grantors their successors or assigns shall pay to the Grantees their successors

or assigns as the case may be on demand one half of the cost of such increased width of the Western Section of the said Wall.

6. The amount to be paid by the Grantors to the Grantees pursuant to these presents as the value of the increased width of the Western Section of the said Wall or of any widened part or parts thereof shall be one half of the actual cost of such widening (including therein the cost of any necessary survey, plans or specifications) all of which are to be agreed upon by the Grantors and Grantees.

7. The Grantees their successors and assigns shall be at liberty at all reasonable times with their agents, architects, builders or surveyors to enter into and upon the Grantors Tenement for the purpose of inspecting the party wall as now or hereafter subsisting making any repairs thereto or making any extension in the upward extension thereof and whilst repairing the building or extending the party wall may occupy and use the Servient Tenement and the Grantors Tenement, but so that in such occupation and use as little inconvenience or annoyance shall be caused and as little time occupied as is reasonable and possible under the circumstances.

8. If at any time the party wall or any future extensions thereto shall by any legislative or municipal enactment or bylaw be required to be thickened on the northern side thereof then the Grant of Easement herein shall be construed to extend to the further thickness required, the Grantors and Grantees contributing equally to the erection of the further thickness and these presents shall thereafter be read and construed as though the further thickness had been originally granted thereby PROVIDED that if the increased thickness is rendered necessary merely by virtue of the Grantees increasing the height of their building supported by the Party Wall then the Grantors shall not be required to contribute to the cost of such additional thickness PROVIDED HOWEVER that if the Grantors later increase the height of their buildings supported by the Party Wall already increased in height by the Grantees then the Grantors shall pay one half of the cost of thickening the Party Wall that would have been rendered necessary by such increase by the Grantees in the height of the said buildings AND PROVIDED THAT if the increased thickness is rendered necessary merely by virtue of the Grantors increasing the height of their building supported by the Party Wall then the Grantees shall not be required to contribute to the cost of such additional thickness PROVIDED HOWEVER that if the Grantees later increase the height of their buildings supported by the Party Wall already increased in height by the Gran-

tors, the Grantees shall then pay one half of the cost of thickening the Party Wall that would have been rendered necessary by such increase by the Grantors in the height of the said buildings.

9.            If at any time the Party Wall or any future extensions thereto shall by any legislative or municipal enactment or bylaw be required to be thickened on the Southern side of the Eastern Section of the said Wall then the Grant of Easement herein shall be construed to extend to the further thickness required, the Grantors and Grantees contributing equally to the erection of the further thickness and these presents shall thereafter be read and construed as though the further thickness had been originally granted thereby PROVIDED that if the increased thickness is rendered necessary merely by virtue of the Grantees increasing the height of their buildings supported by the Party Wall, then the Grantors shall not be required to contribute to the cost of such additional thickness and if and when the Grantors later increase the height of their buildings supported by the Eastern section of the said Wall already increased in height by the Grantees, the Grantors shall then pay one half of the cost of thickening the Southern side of the Eastern section of the Wall that would have been rendered necessary by such increase by the Grantees in the height of the said buildings AND PROVIDED THAT if the increased thickness is rendered necessary merely by virtue of the Grantors increasing the height of their buildings supported by the Party Wall then the Grantees shall not be required to contribute to the cost of such additional thickness and if and when the Grantees later increase the height of their buildings supported by the Eastern section of the said Wall already increased in height by the Grantors, the Grantees shall then pay one half of the cost of thickening the southern side of the Eastern Section of the said Wall that would have been rendered necessary by such increase by the Grantors in the height of the said buildings.

10.            If at any time the Party Wall or any future extensions thereto shall ~~be~~ by any legislative or municipal enactment or bylaw be required to be thickened on the Southern side of the Western Section of the said Wall then the Grant of Easement herein shall be construed to extend to the further thickness required, the Grantors and Grantees contributing equally to the erection of the further thickness and these presents shall thereafter be read and construed as though the further thickness had been originally granted thereby PROVIDED THAT if such

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increased thickness in the Southern side of the Western Section of the said Wall is such as to result in the Southern side of the Western Section of the said Wall protruding to the south of the southern boundary of the adjoining Tenement and if such increased thickness to the south of the Southern Boundary of the adjoining Tenement is rendered necessary merely by virtue of the Grantees increasing the height of their building supported by the said wall then the Grantors shall not be required to contribute to the cost of such additional thickness to the South of the Southern boundary of the adjoining Tenement and if and when the Grantors later increase the height of their buildings supported by the Western Section of the said Wall already increased in height by the Grantees, the Grantors shall then pay one half of the cost of thickening the Southern side of the Western Section of the said Wall to the South of the Southern boundary of the adjoining Tenement that would have been rendered necessary by such increase by the Grantees in the height of the said buildings AND PROVIDED THAT if such increased thickness in the Southern side of the Western Section of the said Wall is such as to result in the Southern side of the Western Section of the said Wall protruding to the South of the Southern boundary of the adjoining Tenement and if such increased thickness to the South of the Southern boundary of the adjoining Tenement is rendered necessary merely by virtue of the Grantors increasing the height of their building supported by the Party Wall then the Grantees shall not be required to contribute to the cost of such additional thickness to the south of the Southern boundary of the adjoining tenement and if and when the Grantees later increase the height of their buildings supported by the Western Section of the said wall already increased in height by the Grantors, the Grantees shall then pay one half of the cost of thickening the Southern side of the Western Section of the said wall to the South of the Southern boundary of the adjoining Tenement that would have been rendered necessary by such increase by the Grantors in the height of the said buildings.

11. The Grantors while registered proprietors of the Servient Tenement and of the Grantors Tenement but not otherwise, will at all times hereafter at equal cost and expense with the Grantees their successors and assigns SUBJECT HOWEVER to the provisions hereinafter contained maintain and keep the Party Wall erected as hereinbefore provided or which may hereafter be erected upon the Servient and adjoining Tenements well and properly supported repaired cleansed and maintained and of the present thickness at the least and will not ~~in any way injure weaken or destroy the Party Wall or any part thereof or cause~~

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PROVIDED HOWEVER that this provision shall not apply to the Grantors in respect of any upward extension of the Party Wall until the Grantors make use of the increased height of the Party Wall and then only for such part as they may use AND the Grantors will not in any way injure weaken or destroy the Party Wall or any part thereof or cause or permit the Party Wall to carry a greater weight or load than it can safely and without injury support.

12. The Grantors shall not be liable or responsible for any of the agreements or provisions herein contained after the Grantors shall have ceased to be the registered proprietor of the Servient Tenement or of the said Grantors Tenement but this exemption from liability is without prejudice to the Grantors liability for any breach of any provision or agreement herein contained incurred before the date of ceasing to be such registered proprietors and nothing herein contained shall prejudice the right of the Grantors to resubdivide the Grantors Tenement in any manner the Grantors think fit and to sell the same or any part thereof but subject to the Easement hereby created the true intent and meaning of these presents being that the Grantors shall only be liable under this Agreement while the Grantors are the registered proprietors of the Servient Tenement and of the land immediately adjoining or contiguous to the said Servient Tenement.

13. The Grantors and Grantees shall pay in equal shares and proportions the costs of all surveys necessary for the preparation and registration of the Cross Easements between the Grantors and Grantees and the expenses including Stamp Duty and Registration fees and the preparation completion execution stamping and registration of the said Cross Easements.

14. The term "Grantees" wherever herein appearing shall where the context so permits or requires be deemed to include their and each of their Successors and Assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the *twentieth* day of *November* One thousand nine hundred and fifty nine.

SIGNED SEALED AND DELIVERED by the said )  
MOYIA O'BRIEN in the presence of:- )

*Moyia O'Brien*

*M. Borghardt*

A Justice of the Peace

SIGNED SEALED AND DELIVERED by the said )  
DOROTHY O'BRIEN in the presence of:- )

*Dorothy O'Brien*

*M. Borghardt*

A Justice of the Peace

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DeB

SIGNED SEALED AND DELIVERED by the )  
said STYLIANOS KYPRIOS in the )  
presence of:- )

*Edw. W. Leary*  
*Sobator*  
*Doowoula*  
A Justice of the Peace

*X S.K.*  
*S. Kyprios*

MOB  
DeB

SIGNED SEALED AND DELIVERED by the )  
said ELLEN MARY KYPRIOS in the )  
presence of:- )

*Edw. W. Leary*  
*Sobator*  
*Doowoula*  
A Justice of the Peace

*Ellen M. Kyprios*

Correct for the purpose of registration

*Edward W. Leary*  
Solicitors for Grantors and Grantees

**Attachment 5 - Easement Dealing Number 601741796**

B738400

B738 B 98 read  
3328  
3304  
3309

MEMORANDUM OF ENCUMBRANCES, LIENS AND INTERESTS

GRANT OF EASEMENT

(Party Wall)

STYLIANOS KYPRIOS AND ELLEN MARY KYPRIOS

Grantors

TO

DOROTHY O'BRIEN AND MOYLA O'BRIEN

Grantees

1. Easement A205441 Transfer to the registered Proprietor and occupier for the time being of Subdivisions 1 to 3 of Suburban Allotment 11 of Section 6 of an Easement (Party Wall) over twenty two one hundredths of a perch. Resub-division A of Subdivision 4 of the within undivided third of land.

Particulars entered in the Register  
Book Vol. <sup>3328</sup> 3304 Folio <sup>24</sup> 88/89 the  
1960 at <sup>3309</sup> 22<sup>nd</sup> day of <sup>Dec</sup> Dec



REGISTRAR OF TITLES

*Easement*

**NOTICE OF BILL OF MORTGAGE** produced 16 May 1960 at 11:40 am, registered Dec 1960  
 from Dorothy O'Brien and Moyla O'Brien to  
Commonwealth Trading Bank Australia  
 to secure the payment of the monies and interest therein referred to.

Released Vite No. 2245 14/11/60  
 REGISTRAR OF TITLES  
 REGISTRAR OF TITLES  
 REGISTRAR OF TITLES

3309  
3304  
3309  
47000  
B

1-00  
3-00  
4-00

MIP B 738401  
3304 88/9

c/T 695284  
3328-24 returned  
by Correspondence Section  
14-12-60



601741796

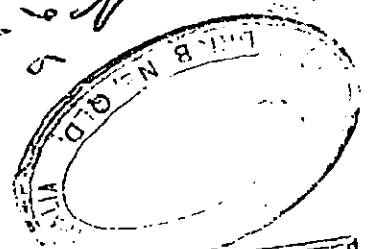
B738400

EASEMENT

Special Agreement to pay  
9 fully set out. Description  
clause should contain  
complete description of the  
servient tenement

EDWARD W. CLEARY & LEE,  
SOLICITORS,  
TOONOOMBA.

4-6-60



2/6 REQUISITION FEE  
Paid Vite No. 117921  
2-1-60

Received enclosed mentioned  
herein NO AUG 1961  
Vide 695284  
c/T 695284 3328-24  
BRISBANE, QUEENSLAND

*Proctor*

12/11/55



*[Handwritten signature]*

QUEENSLAND

"W"

MEMORANDUM OF TRANSFER

(Grant of Easement)

WE, STYLIANOS KYPRIOS AND ELLEN MARY KYPRIOS (his wife) both of Toowoomba in the State of Queensland, (hereinafter called "the Grantors" which expression where the context so permits or requires shall be deemed to include their and each of their Successors and Assigns) being the registered proprietors of an estate in fee simple as Joint Tenants ~~common in equal shares~~ subject however to such encumbrances liens and interests as are notified by Memorandum endorsed hereon in all that piece of land situate in the County of Aubigny, Parish of Drayton, containing Twenty-One <sup>one</sup> Hundredths of a perch be the same a little more or less, being Subdivision B of Resubdivision 2 of Subdivision 5 of Suburban Allotment 12 of Section 6, County of Aubigny, Parish of Drayton, being part of the land contained in Certificate of Title Number ~~695284~~ Volume ~~3324~~ Folio ~~4~~ and Certificate of Title Number ~~695284~~ Volume ~~3324~~ Folio ~~4~~ as per Plan Catalogue Number 93677

(hereinafter called "the Servient Tenement") IN CONSIDERATION of a like Grant of Easement given to the Grantors by DOROTHY O'BRIEN AND MOYIA O'BRIEN (Spinsters) both of Toowoomba aforesaid DO HEREBY GRANT TRANSFER AND ASSIGN to the said DOROTHY O'BRIEN AND MOYIA O'BRIEN <sup>as Tenants in Common in equal shares</sup> (hereinafter called "the Grantees")/and to the Registered Proprietor or Proprietors for the time being of that piece of land situate in the County and Parish aforesaid containing thirteen and eight tenths perches be the same a little more or less being Subdivision 6 and Resubdivision 1 of Subdivision 5 of Suburban Allotment 12 of Section 6 in the County of Aubigny Parish of Drayton and being the whole of the land contained in Certificate of Title Number ~~6895949~~ Volume ~~3304~~ Folio ~~84/89~~ and Certificate of Title Number ~~6895949~~ Volume ~~3304~~ Folio ~~84/89~~ (hereinafter called "the Dominant Tenement") the Easement, hereinafter contained and the Grantors do hereby charge the Servient Tenement for the benefit of the parties and land aforesaid with the following provisions and agreements, that is to say:-

1. There is a Brick and Mortar Wall part of which is erected upon the Servient Tenement and the other part upon Subdivision A of Resubdivision 1 of Subdivision 5 of Suburban Allotment 12 of Section 6, County of Aubigny, Parish of Drayton (hereinafter called "the adjoining Tenement") and which said Wall forms a dividing or party wall between

Th  
De  
th  
Mar  
Servient

*[Handwritten notes and signatures]*

the Servient Tenement being Subdivision B of Resubdivision 2 of Subdivision 5 of Suburban Allotment 12 of Section 6 in the County of Aubigny, Parish of Drayton, containing twenty-one hundredths of a perch more or less as per Plan Catalogue 93677

STAMP DUTIES OFFICE  
019970 \* 8 MAR 1960



the building of the Grantors erected upon Subdivision 4 and Resubdivision 2 of Subdivision 5 of Suburban Allotments 11 and 12 of Section 6 County of Aubigny Parish of Drayton (hereinafter called "The Grantors Tenement") and the building of the Grantees erected upon the Dominant Tenement and the said Brick and Mortar Wall shall be used at all times hereafter for no other purpose whatsoever than as a party or dividing wall and as a support to the buildings erected or to be erected upon the Grantors Tenement and upon the said Dominant Tenement.

2. The wall erected upon the adjoining tenement and the Servient Tenement as provided in Clause 1 hereof or any wall which may hereafter be erected on those Tenements shall be supported laterally by the sub-soil and minerals in and under the said Servient Tenement and the Grantors Tenement of which the Grantors are the registered proprietors but nothing herein contained shall be construed to prevent the Grantors from making excavations beneath the said Servient Tenement or the Grantors Tenement for the purpose of laying foundations for any buildings which the Grantors may erect on the Grantors Tenement so long as the Grantors provide sufficient means of support for the Wall for the time being erected on the Servient and adjoining Tenements (and also for any other additional Wall erected on the adjoining Tenement) both during the progress and after the completion of any buildings which the Grantors may erect on the Grantors Tenement.

3. The said Party Wall is approximately One hundred and fifty links in length the Eastern Section thereof being of Bricks and Mortar approximately Fourteen inches in width the said Eastern Section commencing at the Lane to the East of the Dominant Tenement and running in an approximately westerly direction for approximately Sixty Five Links (which Eastern Section is hereinafter called "The Eastern Section of the said Wall.") The remainder of the said Party Wall is of Bricks and Mortar approximately Nine inches in width and runs in an approximately westerly direction for a further approximately Eighty Five Links and such remainder is hereinafter referred to as "The Western Section of the said Wall."

4. The said Wall mentioned in Clause 1 hereof shall henceforth remain the common property of the Grantors and Grantees and the Grantors and Grantees shall have equal rights in all respects to the said Wall, (and to any further additional wall erected on the adjoining Tenement/ as provided for in Clause 5 hereof provided that the requirements of Clause 5 hereof are complied with), neither the Grantors nor Grantees being at liberty to use the Eastern Section of the said Wall by inserting timber beyond a depth of four and a half

*D.O.B.*  
*mod B*  
*Edw. J. J.*  
*S.K.*  
*ll*

*the*

inches or other material beyond a vertical line drawn through the centre and along the entire length of the Eastern Section of the said Wall or otherwise use the said Wall in any manner whatsoever which may interfere with the equal user of the other half of the same wall by the others of them the said Grantors and Grantees and this provision shall apply to any future addition or additions to the said Wall which may be made in pursuance of the provisions hereinafter contained and neither the Grantors nor Grantees being at liberty to use the Western Section of the said Wall by inserting timber beyond a depth of four and a half inches or other material beyond a vertical line drawn through the centre and along the entire length of the Western Section of the said Wall or otherwise use the said Wall in any manner whatsoever which may interfere with the equal user of the other half of the same wall by the other of them the said Grantors and Grantees and this provision shall apply to any future addition or additions to the said Wall which may be made in pursuance of the provisions hereinafter contained.

5. The Grantees their and each of their successors and assigns and the registered proprietor or proprietors for the time being of the Dominant Tenement shall be at liberty from time to time to increase the width of the Western Section of the said Wall (so as to have a total width not exceeding fourteen inches) or to build upon the top of the Party Wall erected on the adjoining and Servient Tenements as hereinbefore provided as they may require provided that they shall not do or permit to be done anything whereby the said Wall or any future addition or additions thereto or any buildings now or hereafter supported thereby or adjacent thereto shall be rendered unstable or unsafe or be jeopardised in any manner whatsoever and during the course of any building operations they shall cause as little nuisance as possible to the Servient Tenement and the buildings of the Grantors adjacent thereto and to the occupiers of such buildings and shall make good at their own expense any damage that may be done to the said Servient Tenement the adjacent buildings or the occupiers thereof and shall indemnify the Grantors against any costs charges claims and expenses in respect thereof (subject to the proviso hereinafter contained) provided that all plans and specifications shall be approved by the architects of the Grantors and Grantees and if necessary by the Municipal Architect and any other necessary authority whether local municipal or parliamentary

AND PROVIDED FURTHER that if the Grantees their successors or assigns shall increase the width of the Western Section of the said Wall as in this clause provided the Grantors their successors or assigns shall pay to the Grantees their successors or assigns as the case may be on demand one half of the cost of such increased width of the Western Section of the said Wall.

6.                      The amount to be paid by the Grantors to the Grantees pursuant to these presents as the value of the increased width of the Western Section of the said Wall or of any widened part or parts thereof shall be one half of the actual cost of such widening (including therein the cost of any necessary survey, plans or specifications) all of which are to be agreed upon by the Grantors and Grantees.

7.                      The Grantees their successors and assigns shall be at liberty at all reasonable times with their agents, architects, builders or surveyors to enter into and upon the Grantors Tenement for the purpose of inspecting the party wall as now or hereafter subsisting making any repairs thereto or making any extension in the upward extension thereof and whilst repairing the building or extending the party wall may occupy and use the Servient Tenement and the Grantors Tenement, but so that in such occupation and use as little inconvenience or annoyance shall be caused and as little time occupied as is reasonable and possible under the circumstances.

8.                      If at any time the party wall or any future extensions thereto shall by any legislative or municipal enactment or bylaw be required to be thickened on the northern side thereof then the Grant of Easement herein shall be construed to extend to the further thickness required, the Grantors and Grantees contributing equally to the erection of the further thickness and these presents shall thereafter be read and construed as though the further thickness had been originally granted thereby PROVIDED that if the increased thickness is rendered necessary merely by virtue of the Grantees increasing the height of their building supported by the Party Wall then the Grantors shall not be required to contribute to the cost of such additional thickness ~~if~~ PROVIDED HOWEVER that if the Grantors later increase the height of their buildings supported by the Party Wall already increased in height by the Grantees, the Grantors shall then pay one half of the cost of thickening the party wall that would have been rendered necessary by such increase by the Grantees in the height of the said buildings AND PROVIDED THAT if the increased thickness is rendered necessary merely by virtue of the Grantors increasing the height of their building supported by the Party Wall then the Grantees shall not be required to con-

tribute to the cost of such additional thickness PROVIDED HOWEVER that if the Grantees later increase the height of their buildings supported by the Party Wall already increased in height by the Grantors, the Grantees shall then pay one half of the cost of thickening the Party Wall that would have been rendered necessary by such increase by the Grantors in the height of the said buildings.

9.            If at any time the Party Wall or any future extensions thereto shall by any legislative or municipal enactment or bylaw be required to be thickened on the Southern side of the Eastern Section of the said Wall then the Grant of Easement herein shall be construed to extend to the further thickness required, the Grantors and Grantees contributing equally to the erection of the further thickness and these presents shall thereafter be read and construed as though the further thickness had been originally granted thereby PROVIDED that if the increased thickness is rendered necessary merely by virtue of the Grantees increasing the height of their building supported by the Party Wall then the Grantors shall not be required to contribute to the cost of such additional thickness and if and when the Grantors later increase the height of their buildings supported by the Eastern Section of the said Wall already increased in height by the Grantees, the Grantors shall then pay one half of the cost of thickening the Southern side of the Eastern Section of the said Wall that would have been rendered necessary by such increase by the Grantees in the height of the said buildings AND PROVIDED THAT if the increased thickness is rendered necessary merely by virtue of the Grantors increasing the height of their buildings supported by the Party Wall then the Grantees shall not be required to contribute to the cost of such additional thickness and if and when the Grantees later increase the height of their buildings supported by the Eastern Section of the said Wall already increased in height by the Grantors, the Grantees shall then pay one half of the cost of thickening the southern side of the Eastern Section of the said Wall that would have been rendered necessary by such increase by the Grantors in the height of the said buildings.

10.            If at any time the Party Wall or any future extensions thereto shall ~~be~~ by any legislative or municipal enactment or bylaw be required to be thickened on the Southern side of the Western Section of the said Wall then the Grant of Easement herein shall be construed to extend to the further thickness required, the Grantors and Grantees contributing equally to the erection of the further thickness and these presents shall thereafter be read and con-

strued as though the further thickness had been originally granted thereby PROVIDED THAT if such increased thickness in the Southern side of the Western Section of the said Wall is such as to result in the Southern side of the Western Section of the said Wall protruding to the south of the southern boundary of the Servient Tenement and if such increased thickness to the south of the Southern Boundary of the Servient Tenement is rendered necessary merely by virtue of the Grantees increasing the height of their building supported by the said Wall then the Grantors shall not be required to contribute to the cost of such additional thickness to the South of the Southern boundary of the Servient Tenement and if and when the Grantors later increase the height of their buildings supported by the Western Section of the said Wall already increased in height by the Grantees, the Grantors shall then pay one half of the cost of thickening the Southern side of the Western Section of the said Wall to the South of the Southern boundary of the Servient Tenement that would have been rendered necessary by such increase by the Grantees in the height of the said Buildings AND PROVIDED THAT if such increased thickness in the Southern side of the Western Section of the said Wall is such as to result in the Southern side of the Western Section of the said Wall protruding to the South of the Southern boundary of the Servient Tenement and if such increased thickness to the South of the Southern boundary of the Servient Tenement is rendered necessary merely by virtue of the Grantors increasing the height of their building supported by the Party Wall then the Grantees shall not be required to contribute to the cost of such additional thickness to the south of the Southern boundary of the Servient tenement and if and when the Grantees later increase the height of their buildings supported by the Western Section of the said Wall already increased in height by the Grantors the Grantees shall then pay one half of the cost of thickening the Southern side of the Western Section of the said Wall to the South of the Southern boundary of the Servient Tenement that would have been rendered necessary by such increase by the Grantors in the height of the said buildings.

11. \_\_\_\_\_ The Grantors while registered proprietors of the Servient Tenement and of the Grantors Tenement, but not otherwise, will at all times hereafter at equal cost and expense with the Grantees their successors and assigns SUBJECT HOWEVER to the provisions hereinafter contained maintain and keep the Party Wall erected as hereinbefore provided or which may hereafter be erected upon the Servient and adjoining Tenements well and properly supported.

repaired cleansed and maintained and of the present thickness at the least PROVIDED HOWEVER that this provision shall not apply to the Grantors in respect of any upward extension of the Party Wall until the Grantors make use of the increased height of the Party Wall and then only for such part as they may use AND the Grantors will not in any way injure weaken or destroy the Party Wall or any part thereof or cause or permit the Party Wall to carry a greater weight or load than it can safely and without injury support.

12. The Grantors shall not be liable or responsible for any of the agreements or provisions herein contained after the Grantors shall have ceased to be the registered proprietor of the Servient Tenement or of the Grantors Tenement but this exemption from liability is without prejudice to the Grantors liability for any breach of any provision or agreement herein contained incurred before the date of ceasing to be such registered proprietors and nothing herein contained shall prejudice the right of the Grantors to resubdivide the Grantors Tenement in any manner the Grantors think fit and to sell the same or any part thereof but subject to the Easement hereby created the true intent and meaning of these presents being that the Grantors shall only be liable under this Agreement while the Grantors are the registered proprietors of the Servient Tenement and of the land immediately adjoining or contiguous to the said Servient Tenement.

13. The Grantors and Grantees shall pay in equal shares and proportions the costs of all surveys necessary for the preparation and registration of the Cross Easements between the Grantors and Grantees and the expenses including Stamp Duty and Registration fees and the preparation completion execution stamping and registration of the said Cross Easements.

14. The term "Grantees" wherever herein appearing shall where the context so permits or requires be deemed to include their and each of their Successors and Assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the *Twentieth* day of *November* One thousand nine hundred and fifty nine.

SIGNED SEALED AND DELIVERED by the said )  
STYLIANOS KYPRIOS in the presence of:- )

*G. S. Sabloter, Dourououla*  
A Justice of the Peace

*S. Kyprios*

SIGNED SEALED AND DELIVERED by the said )  
ELLEN MARY KYPRIOS in the presence of:- )

*G. S. Sabloter, Dourououla*  
A Justice of the Peace

*Ellen M. Kyprios*

RECEIVED  
16 MAY 1960  
11.40

SIGNED SEALED AND DELIVERED by the )  
said DOROTHY O'BRIEN in the presence )  
of: - )

*Donathy O'Brien*  
X

*[Signature]*  
A Justice of the Peace

SIGNED SEALED AND DELIVERED by the )  
said MOYIA O'BRIEN in the presence )  
of: - )

*Moyia O'Brien*  
X

*[Signature]*  
A Justice of the Peace

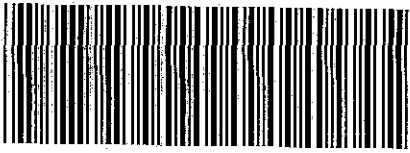
Correct for the purpose of registration

*Edward W. McLaughlin*

Solicitors for Grantors and Grantees

**Attachment 6 - Easement Dealing Number 711499961**

EASEMENT



711499961

\$115.00

13/03/2008 11:17

TA 600

maintaining the publicly searchable registers in the land registry.

Queensland Duty Paid 1.00  
 On the Amount of \$ 1.00 Duty Code TRR

13A:BNE:16076 Transaction Number 20267  
 Signed: [Signature] 20/07/07

1. Grantor  
 Toowoomba Sports Club Incorporated  
 RECEIVER AND MANAGER APPOINTED [Signature]

Lodger (Name, address & phone number)  
 MURDOCH LAWYERS  
 PO BOX 963  
 TOOWOOMBA Q 4350

Lodger Code  
 TA 964

2. Description of Easement/Lot on Plan	County	Parish	Title Reference
Servient Tenement (burdened land) Easement C in Lot 5 on SP 191223	Aubigny	Drayton	Part of 13025027, 13236203 and 14337146
*Dominant Tenement (benefited land) Lot 1 on RP 49868	Aubigny	Drayton	13399025
Lot 4 on RP 93677	Aubigny	Drayton	13328024

\* not applicable if easement in gross

3. Interest being burdened  
 Fee simple

\*4. Interest being benefited  
 Fee simple  
 \* not applicable if easement in gross

5. Grantee Given names Surname/Company name and number (include tenancy if more than one)  
 RECEIVER AND MANAGER APPOINTED [Signature] Toowoomba Sports Club Incorporated

6. Consideration  
 \$1.00

7. Purpose of easement  
 Support of buildings

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 inapplicable words

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

Witnessing Officer [Signature] Execution Date 20/07/07 Grantor's Signature [Signature]  
 WARREN EDUARDO ANSTON signature full name  
 JP (C-DEC) qualification  
 (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec) P. A. Hennessey as Receiver and Manager of Toowoomba Sports Club Inc

Witnessing Officer [Signature] Execution Date 20/07/07 Grantee's Signature [Signature]  
 WARREN EDUARDO ANSTON signature full name  
 JP (C-DEC) qualification  
 (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec) P. A. Hennessey as Receiver and Manager of Toowoomba Sports Club Inc (Receivers and Managers Appointed)

**SCHEDULE / ENLARGED PANEL /  
ADDITIONAL PAGE / DECLARATION**

Title Reference 13025027, 13236203, 14337146, 13399025 and 13328024

This is the schedule referred to in item 8 of easement dated 22/2/07

**1. Definitions and Interpretation**

**1.1 Definitions**

In this Easement:

- (1) "Dominant Tenement" means the land described in item 2 of the Form 9 in this Easement and includes any part of that land having the benefit of this Easement;
- (2) "Easement" means this schedule and the Form 9 to which this schedule is attached, including any schedule or annexure to this Easement;
- (3) "Easement Plan" means the registered easement plan referred to in item 2 of the Form 9 in this Easement;
- (4) "Grantee" means the person named in item 5 of the Form 9 in this Easement and includes persons authorised by the Grantee;
- (5) "Grantor" means the person named in item 1 of the Form 9 in this Easement; and
- (6) "Servient Tenement" means the land described in item 2 of the Form 9 in this Easement.

**1.2 Interpretation**

- (1) Reference to:
  - (a) one gender includes the others;
  - (b) the singular includes the plural and the plural includes the singular;
  - (c) a person includes a body corporate;
  - (d) a party includes the party's executors, administrators, successors and permitted assigns; and
  - (e) a statute, regulation or provision of a statute or regulation ("**Statutory Provision**") includes:
    - (i) that Statutory Provision as amended or re-enacted from time to time; and
    - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (2) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (3) Headings are for convenience only and do not form part of this Easement or affect its interpretation.

**SCHEDULE / ENLARGED PANEL /  
ADDITIONAL PAGE / DECLARATION**

**Title Reference 13025027, 13236203, 14337146, 13399025 and 13328024**

**1.3 Parties**

- (1) If a party consists of more than 1 person, this Easement binds each of them separately and any 2 or more of them jointly.
- (2) A party which is a trustee is bound both personally and in its capacity as a trustee.

**2. Grant of Easement**

- 2.1 The Grantor grants to the Grantee an easement of support to permit the building (or any future improvements) erected on the Dominant Tenement to be supported horizontally and vertically by the foundations installed on the Servient Tenement.

**3. Grantor's Covenants**

3.1 The Grantor must not:-

- (1) prevent or restrict the Grantee in the exercise of the rights granted by this Easement;
- (2) obstruct the Grantee's access to the Servient Tenement;
- (3) interrupt or disturb the Grantee's right to enjoy the Servient Tenement; or
- (4) undertake excavations on the Servient Tenement without leaving permanent means of support for the improvements constructed on the Dominant and Servient Tenements.

provided the Grantee uses the easement in accordance with the grant described herein.

**4. Other Easements**

- 4.1 The Grantor may grant another easement over the Servient Tenement but must not restrict the Grantee's exercise of rights under this Easement.

**5. Costs**

- 5.1 The costs of preparation, stamping and registration of this Easement must be paid by the Grantee.

**6. General**

6.1 Each party must promptly produce:

- (1) any certificate of title for its land; and
- (2) the consent of any person having an interest in that land;

necessary to enable registration of this Easement.

**SCHEDULE / ENLARGED PANEL /  
ADDITIONAL PAGE / DECLARATION**

**Title Reference 13025027, 13236203, 14337146, 13399025 and 13328024**

- 6.2 Neither party is released from any liability arising from any breach under this Easement if that party ceases to be the registered owner of the whole or any part of the Dominant Tenement or the Servient Tenement.
- 6.3 Unless inconsistent with the subject matter or context, the benefit of this Easement extends to the tenants, servants, agents, workmen, visitors, licensees and all other persons claiming through the Grantee as if each of those persons was the Grantee.
- 6.4 If requested by the other, each party must execute all documents and do all things necessary to further assure to the Grantee the right intended to be conferred on the Grantee by this Easement.

**7. Governing Law and Jurisdiction**

- 7.1 The law of Queensland governs this Easement.
- 7.2 The parties submit to the non-exclusive jurisdiction of the courts of Queensland and of the Commonwealth of Australia.

1. Lot on Plan Description	County	Parish	Title Reference
LOT 5 ON SP 191223	AUBIGNY	DRAYTON	Part of 13025027, 13236203 and 14337146

2. Instrument/document being consented to

Instrument/document type EASEMENT

Dated 22/02/2007

Names of parties TOOWOOMBA SPORTS CLUB INCORPORATED

3. Instrument/document under which consent required

Instrument/document type MORTGAGE

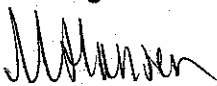
Dealing No. 709200741 and ~~703390006~~

Name of consenting party CANBERRA DISTRICT RUGBY LEAGUE FOOTBALL CLUB LIMITED ACN 008 568 634

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  
**Meredith Amy Hansen**  
.....full name  
*Justice of the Peace*  
.....qualification  
Registration No. 145497  
**Witnessing Officer**

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

21/02/2007  
Execution Date



*[Signature]*  
DIRECTOR  
*[Signature]*  
DIRECTOR

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.

**Attachment 7 - Easement Dealing Number 601736462**



**601736462**

**A205441**

**EASEMENT**

A205441

~~A186279~~ Withdrawn 24.8.33

No. ....

MEMORANDUM OF TRANSFER OF EASEMENT

(PARTY WALL)

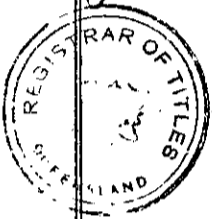
THOMAS PATRICK O'BRIEN Grantors  
ELLEN CECILIA McCAFFERTY and  
EDWARD FRANCIS O'BRIEN

QUEENSLAND TRUSTEES LIMITED Grantee

Particulars entered in the Register Book,  
Vol. 1800 Folio 68 the 15  
day of Sep 1933 at 2:55 pm

*Respect*

Registrar of Titles



140853

*Respect*

1. 10.0  
1. 0.0  
10.0 *entry form*

2. 0.0

of re. entry fee paid 26/8/1933

No. 27916 *entry 17.2.33*

1/- REQUISITION FEE  
PAID Vol. No. 121687

1/- REQUISITION FEE  
PAID Vol. No. 176739  
24/8/1933

GROOM & LAVERS  
Solicitors,  
TOOWOOMBA

STAMP DUTIES OFFICE  
65629 18 NOV 1932  
BRISBANE

Received Duplicate hereof and  
one deed mentioned herein

FEEZ, RUTHING & CO

Solicitors for Grantors  
*Gill Murphy*

Easement 19/9/33

No. A415901 Bill of Mortgage produced 3 Aug  
1930 at 2.26 p.m. registered 11 Sep 1930  
from Queensland Trustees Limited  
to *Abraham Stanley Herring*  
*Shepherd Clark Kennedy and Julian*  
*Wenison Woods*  
to secure the payment of the monies and interest therein referred to

RELEASE No. A415901  
endorsed on Bill of Mortgage

14 Sep 1933  
10.20 am

*John R. ...*



REGISTRAR OF TITLES

No. A829153 Transfer of the benefit and  
enjoyment of the within Easement to  
*Daphne Joshach and*  
*Edmund Thomas Meagher*

*Thomson*



REGISTRAR OF TITLES

No. A829154 BILL OF MORTGAGE produced 11 Jan  
1934 at 2.55 p.m. registered 6 Oct 1933  
from *Daphne Joshach and*  
*Edmund Thomas Meagher*  
to *Commercial Bank of Australia Limited*  
to secure the payment of the monies and interest therein referred to

RELEASE No. A829154  
endorsed on duplicate Bill of Mortgage

14 Sep 1933  
10.20 am

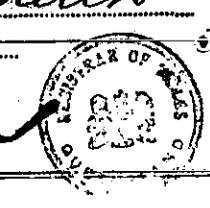
*Thomson*



REGISTRAR OF TITLES

No. B52846 benefit and  
enjoyment of the within Easement to  
*Marcus Bruce Joshach*

*Thomson*



REGISTRAR OF TITLES

Vertical text on the left margin: *... and ...*


Vertical text on the left side of the bottom section: *... on plan ...*

Correct for the purpose of Registration

*- Easement -*

No. *85282* BILL OF MORTGAGE produced *14 Sep*  
*1951* at *10:30 a.m.* registered *14 Sep 1953*  
 from *Marcus Bruce Toshach*  
*and Daphne Toshach* to  
 The Commercial Bank of Australia Limited  
 to secure the payment of the monies and interest therein referred to.

RELEASED BY  
 endorsed  
 Bill of Mortgage  
 No. 85282  
 14 Sep 1953




REGISTRAR OF TITLES  
 QUEENSLAND

*Outman*  
 Solicitors for Grantors

*Erwin Havers*  
 Solicitors for Grantee

No. *D982271* Bill of Mortgage  
 to The National Bank of Australasia Limited  
 Produced *20 Jan 1971* at *10:15 a.m.*  
 Registered *1 Apr 1971*

*Havers*  
 REGISTRAR OF TITLES




REGISTRAR OF TITLES  
 QUEENSLAND

*- Easement -*

No. *B802754* TRANSMISSION BY DEATH. In consequence of the  
 death of the above named *Marcus Bruce Toshach*  
 on the *20 Aug 1959* his interest *(in the within*  
*Easement*  
*land)* became transmitted to  
*- Daphne Toshach - widow*  
 as devisee as appears  
 by Probate Copy of Will and documentary  
 evidence. Produced *19 Dec 1960* at *3:20 p.m.*  
 Entered *25 May 1961*

*Thompson*  
 REGISTRAR OF TITLES




REGISTRAR OF TITLES  
 QUEENSLAND

*- Easement -*

No. *B846158* BILL OF MORTGAGE produced *5 July*  
*1961* at *2:00 p.m.* registered *31 Aug 1961*  
 from *Daphne Toshach*  
 to  
 The Commercial Bank of Australia Limited  
 to secure the payment of the monies and interest therein referred to.

RELEASED BY  
 20 Jan 1971  
 10:15 a.m.

*Thompson*  
 REGISTRAR OF TITLES




REGISTRAR OF TITLES  
 QUEENSLAND

*- Toshach Properties Pty Ltd -*

now seized of an Estate in fee-simple in the within land  
 Transfer No. *D982270* produced *20 Jan 1971* at *10:15 a.m.*  
 Registered *1 Apr 1971*

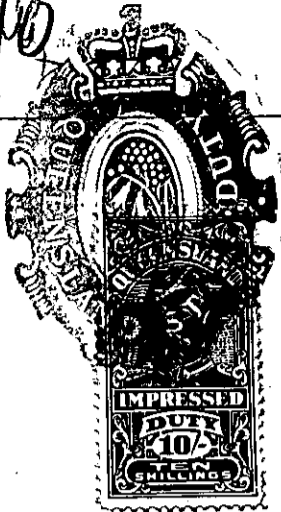
*Havers*  
 REGISTRAR OF TITLES



REGISTRAR OF TITLES  
 QUEENSLAND

Received  
 26 AUG. 1969  
 at 11:22

Received  
 21 NOV. 1968  
 at 3:10



30.5.33

(W)

Queensland

MEMORANDUM OF TRANSFER OF EASEMENT

(Party Wall)

WE THOMAS PATRICK O'BRIEN ELLEN CECILIA McCAFFERTY wife of George Henry McCafferty and EDWARD FRANCIS O'BRIEN (hereinafter called "The Grantors") being the registered proprietors of an estate in fee simple as Trustees under Nomination of Trustees number 894201 SUBJECT however to such encumbrances liens and interests as are notified by memorandum endorsed hereon in all that piece of land situate in the County of Aubigny Parish of Drayton containing <sup>ONE-</sup> TWENTY-TWO HUNDREDTHS OF A PERCH be the same more or less being Resubdivision A of Subdivision 4 of Suburban Allotment 11 (~~and Subdivisions 5 and 6 of Suburban Allotment 12~~) of Section 6 on a Plan Catalogue No. 49868 deposited in the office of the Registrar of Titles at Brisbane and being part of the land contained in Certificate of Title No. ~~248439~~ <sup>336828</sup> Volume ~~918~~ <sup>1800</sup> Folio ~~179~~ <sup>68</sup> (hereinafter called "the servient tenement") IN CONSIDERATION of the sum of FIFTY POUNDS proof of payment whereof on the 20th day of February 1914 has been furnished by the Grantee DO TH HEREBY GRANT TRANSFER AND ASSIGN to QUEENSLAND TRUSTEES LIMITED as Trustee (hereinafter with its successors and assigns called "the grantee") and to the registered proprietor for the time being of Subdivisions 1 to 3 of Suburban Allotment 11 of Section 6 County of Aubigny Parish of Drayton containing TWENTY SEVEN PERCHES more or less being the whole of the land contained in Certificate of Title No. ~~237916~~ <sup>355272</sup> Volume ~~1362~~ <sup>1887</sup> Folio ~~156~~ <sup>12</sup> (hereinafter called "the dominant tenement") the easement hereinafter contained and the grantor doth hereby charge the servient tenement for the benefit of the parties and land aforesaid with the following provisions and agreements that is to say :-

*Servient Tenement*

*Dominant Tenement*

*To Issue*

1. THAT the wall built of bricks and mortar which is now erected upon the servient tenement and which wall forms the dividing party wall between the respective buildings of the grantor and grantee now erected upon Subdivision 4 of Suburban Allotment 11 and Subdivisions 5 and 6 of Suburban Allotment 12 of Section 6 and the dominant tenement

STAMP DUTIES OFFICE  
 65629 18 NOV 1932  
 BRISBANE

any future wall or walls which may be built in pursuance of the provisions hereinafter contained shall except as to the opening referred to in Clause 4 hereof be used at all times hereafter for no other purpose than as a party or dividing wall and as a support to the buildings respectively now erected or hereafter to be erected upon the said Subdivision 4 of Suburban Allotment 11 and Subdivisions 5 and 6 of Suburban Allotment 12 of Section 6 and the said dominant tenement.

2. — THAT the wall now erected upon the servient tenement or any wall which may be hereafter erected in pursuance of the provisions hereinafter contained shall be supported laterally by the subsoil and minerals in and under the servient tenement and the said Subdivision 4 of Suburban Allotment 11 and Subdivisions 5 and 6 of Suburban Allotment 12 of Section 6 subject to the express provisions herein contained and the dominant tenement and nothing herein contained shall be construed to prevent the grantor or grantee from making excavations beneath the servient tenement or the said Subdivision 4 of Suburban Allotment 11 and Subdivisions 5 and 6 of Suburban Allotment 12 of Section 6 and the dominant tenement for the purpose of laying foundations for any building which the grantor or grantee may respectively erect so long as the grantor or grantee provides sufficient means of support for the said party wall for the time being both during the progress and after the completion of any buildings which the grantor or grantee may so erect.

3. THE said wall shall henceforth remain the common property of the grantor and grantee and their respective successors and assigns and the grantee and grantor and their respective successors and assigns shall have equal rights in all respects to the said wall neither of them the said grantor nor grantee or their respective successors and assigns being at liberty to use the said wall by inserting timber or other material beyond a vertical line drawn through the centre and along the entire length of the said wall or otherwise (except as herein provided) to use the said wall in any manner whatsoever that may interfere with the equal user of the other half of the said wall by the other of them the said grantor and grantee their respective successors and assigns and this proviso shall apply to any future addition or additions to the said wall which hereafter may be made in pursuance of the provisions hereafter contained

4. — THE opening in the said wall giving access from the first floor of the premises erected upon the dominant tenement to the first floor of the premises erected upon the said Subdivision 4 of Suburban Allotment 11 and Subdivisions 5 and 6 of Suburban Allotment 12 of Section 6 shall remain open for the purpose

of giving such access as aforesaid until the grantor and grantee shall mutually agree to close the same:

X 5. THE grantee or the grantor and the registered proprietor for the time being of the dominant tenement and the said Subdivision 4 of Suburban Allotment 11 and Subdivisions 5 and 6 of Suburban Allotment 12 of Section 6 shall be at liberty at their respective own expense but subject to the provisions of these presents from time to time to build upon the top of the party wall now erected on the servient tenement as may be required provided that nothing shall be done or permitted to be done whereby the said wall or any future addition or additions thereto or any buildings now or hereafter supported thereby or adjacent thereto shall be rendered unstable or unsafe or be jeopardised in any manner whatsoever and during the course of any building operations as little nuisance as possible shall be caused to the adjacent buildings of the grantor and grantee and to the occupiers of such buildings and any damage that may be done to the said adjacent buildings or the occupiers thereof shall be made good by the party causing such damage and such party shall indemnify the other against any costs charges claims and expenses in respect thereto and provided that all plans and specifications shall be approved by the architects of the grantor and grantee and if necessary by the municipal architect and any other necessary authority whether local municipal or parliamentary AND PROVIDED FURTHER that if the other party hereto its successors and assigns makes use of the increased height of the party wall or any part thereof which the grantor or grantee their respective successors and assigns has erected and completed in pursuance of the provisions hereof such other party shall pay to the party so increasing the height or length as aforesaid its successors and assigns as the case may be one half of the then value of so much of the increased height of the said party wall as shall from time to time be used.

Y 6. THE grantee and the grantor their respective successors and assigns shall be at liberty at all reasonable times with their agents architects builders or surveyors to enter into and upon the said Subdivision 4 of Suburban Allotment 11 and Subdivisions 5 and 6 of Suburban Allotment 12 of Section 6 and the dominant tenement for the purpose of inspecting the party wall as now or hereafter subsisting making any repairs thereto or making any permitted extension in the upward extension thereof and whilst

repairing building or extending the party wall may occupy and use the said Subdivision 4 of Suburban Allotment 11 and Subdivisions 5 and 6 of Suburban Allotment 12 of Section 6 and the said dominant tenement but so that in such occupation and use as little inconvenience or annoyance shall be caused and as little time occupied as is reasonable and possible under the circumstances.

7. — IF at any time the party wall or any future upward extensions thereto shall by any legislative or municipal enactment or by-law be required to be thickened then the Grant of Easement herein shall be construed to extend to a proportionate part of the further thickness required the Grantors and Grantee contributing equally to the erection of the further thickness and these presents shall thereafter be read and construed as though a proportionate part of the further thickness had been originally granted thereby provided that if such thickening shall be necessitated or brought about by reason of the size or weight of the buildings of either the grantors or grantee or by reason of the act or requirements of either of them and which shall confer no benefit or advantage on the other of them then the expense incurred shall not be borne by the party receiving no advantage or benefit but by the other party and the said wall shall be thickened from the side of the party necessitating the same provided always and notwithstanding anything to the contrary herein contained the grantors shall not be obliged to contribute any of their adjoining land for thickening or any other purpose until the vacant strip of land between the said party wall and the northern boundary of the dominant tenement shall have been first utilised.

8. — THE grantors while registered proprietors of the servient tenement and the said Subdivision 4 of Suburban Allotment 11 and Subdivisions 5 and 6 of Suburban Allotment 12 of Section 6 and the grantee while registered proprietor of the dominant tenement but not otherwise will at all times hereafter at equal cost and expense subject however to the provisions of these presents maintain support insure and keep the wall now erected or which may hereafter be erected in pursuance of the provisions hereinbefore contained well and properly supported insured repaired cleansed and maintained and will not in any way injure weaken or destroy the wall or any part thereof or cause or permit the wall to carry a greater weight or load than it can safely and without injury support PROVIDED HOWEVER that this provision shall not apply to the grantors or grantee in respect to any upward extension of the said party wall until the grantors or grantee as the case may be makes use of the increased height of

EXTENSION OF  
^

the said wall provided for in Clause 5 hereof PROVIDED FURTHER that if any damage is done or work or expense incurred by reason of the default or neglect of either party then such party shall repair such damage and bear the cost and expense which may otherwise be incurred.

9. NEITHER the grantors or the grantee shall be liable or responsible for any of the provisions herein contained after the grantors or grantee shall have ceased to be registered proprietor of the servient tenement or the said Subdivision 4 of Suburban Allotment 11 and Subdivisions 5 and 6 of Suburban Allotment 12 of Section 6 and the dominant tenement respectively but this exemption from liability is without prejudice to any liability for any breach of the provisions or agreements herein contained incurred before the date of ceasing to be such registered proprietor as aforesaid and nothing herein contained shall prejudice the right of the grantors or grantee to resubdivide the said Subdivision 4 of Suburban Allotment 11 and Subdivisions 5 and 6 of Suburban Allotment 12 of Section 6 or the said dominant tenement in any manner the grantors or grantee thinks fit and to sell the same or any part thereof but SUBJECT to the easement hereby created the true intent and meaning of these presents being that the grantors and grantee shall only be liable under this agreement while the grantors or grantee is the registered proprietor of the servient tenement and of the land immediately adjoining or contiguous to the servient tenement and dominant tenement respectively,

10. THAT the Grantee shall pay the costs of and incidental to the preparation stamping and registration of this easement and including all necessary survey and other fees.

11. SAVE as is by these presents provided all disputes questions or differences at any time howsoever arising between the grantors and grantee their respective successors or assigns or the registered proprietors for the time being of the dominant and servient tenements touching these presents and the subject matter thereof shall in default of the same being mutually referred to a single arbitrator be referred to two arbitrators one to be appointed by either party or an umpire to be appointed by the arbitrators before proceeding with the reference and in every case the reference shall be in accordance with and subject to the provisions of "The Interdict Act of 1867" and may be made a rule of the Supreme Court of Queensland at the expense of either party.

12. Whenever any party requires to repair the said party wall or any

substituted wall or to rebuild the same or build any upward extension thereof they shall give written notice to the other party showing what is proposed and the party to whom notice is given shall be <sup>at</sup> liberty at his or their <sup>own</sup> expense to appoint a builder or architect to confer with the builder or architect of the party giving the notice and in default of such builders or architects within seven days agreeing to what is proposed or otherwise arranging what the repairing or building party may do the matter shall be referred to a third builder or architect to be appointed by the representative of each of the parties and such third builder or architect shall immediately proceed in the matter and in writing declare what is right and proper to be done under the circumstances and both parties shall be bound by the reference. In default of either party undertaking with all practicable speed to join in and contribute to any repairs authorised by the referee the other party shall be at liberty to effect such repairs and to charge the other party with a moiety thereof. If either party shall not act within seven days after receipt of the notice from the other party the other party may act therein and appoint a referee who shall make the award as though appointed by both parties. The fees and expense incurred therein shall be borne by the party giving the notice if he desires to rebuild or extend the said wall but in the case of repairs by both parties in such shares only as shall be decided by such referee PROVIDED ALWAYS that if such party giving such notice does not within a reasonable time so repair or rebuild he shall indemnify the other party against all costs and expenses incurred by them as aforesaid.

IN WITNESS WHEREOF we have hereunto subscribed our names this

*fourteenth* day of *October* ~~1929~~ *1932* (W.D.P.)

SIGNED on the day abovenamed by the said }  
THOMAS PATRICK O'BRIEN in the presence of }

*W.D. Shie J.P.*

*T.P. O'Brien*

A N D by the said ELLEN CECILIA McCAFFERTY }  
 In the presence of }

*W.D. Shie J.P.*

*E.C. McCafferty*

A N D by the said EDWARD FRANCIS O'BRIEN }  
 in the presence of }

*W.D. Shie J.P.*

*E.F. O'Brien*

ACCEPTED :

GIVEN under the Common Seal of QUEENSLAND TRUSTEES }  
LIMITED by Order of the Board under the hands of }  
 two Directors of the said Company in the presence }  
 of

*Harold Stewart J.P.*

*W.D. Shie*  
*Terrell*

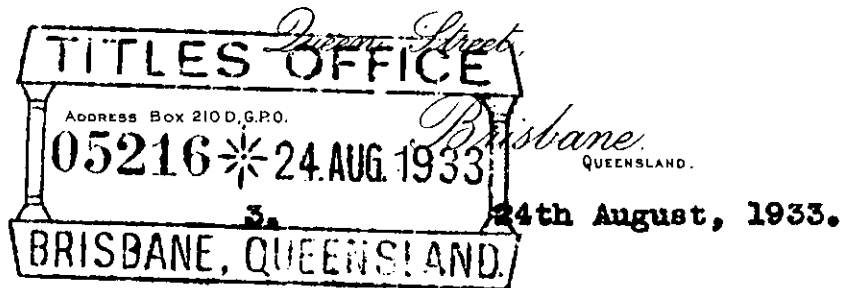
DIRECTORS.

FEEZ, RUTHNING & CO.  
SOLICITORS.

T. & G. BUILDING

A.F.M.FEEZ, NOTARY PUBLIC.  
A.F.T.RUTHNING.  
W.P. ROWLAND.

CABLE ADDRESS:  
"CONCORD"



The Registrar of Titles,

BRISBANE.

Sir,

re T.P. O'BRIEN and Others to QUEENSLAND  
TRUSTEES LIMITED - EASEMENT No.  
A186279.

we have the honour to request that you will  
withdraw the above Easement from registration in order  
that it may be re-entered to follow a Request for a new  
Deed.

Yours faithfully,

*Feez Ruthning & Co.*  
Solicitors for Applicants

Withdrawal Allowed.

*[Signature]*  
Registrar of Titles.

24-8-33

T.P. O'BRIEN & ORS. TO

A186279

22/12/32

TRANSFER/EASEMENT

Q'LAND TRUSTEES LTD.

Description and reference to title of servient  
tenement require amendment.  
C/title for the dominant tenement must be lodged.  
There are matters on Plan No. 49868 that require  
the attention of the Surveyor.

1/- Requisition Fee is payable

Messrs. Feez, Ruthning & Co.,  
Solicitors,  
BRISBANE.

A186279 10/5/33 TRANSFER/EASEMENT

T.P. O'BRIEN & ORS. TO

Q'LD TRUSTEES LTD.

Owing to the discrepancy disclosed by the Surveyor in Subdivisions 1,2 and 3 a Re-survey should be lodged and a new title taken out.

1/- Requisition Fee is payable

Messrs. Beez, Ruthning & Co.,

Solicitors,

BRISBANE.

**Attachment 8 - Lease Dealing Number 717299528**

**717299527**

...ing Number

Duty Imprint

EF 500 \$169.00  
07/06/2016 15:59:05

OFFICE USE ONLY

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 <http://www.nrw.qld.gov.au/about/privacy/index.html>.

<b>1. Lessor</b> CANBERRA DISTRICT RUGBY LEAGUE FOOTBALL CLUB LIMITED ACN 008 568 634	<b>Lodger (Name, address &amp; phone number)</b> <del>GREAGH WEIGHTMAN LAWYERS</del> <del>Level 1, 179 Mary Street</del> <del>BRISBANE QLD 4000</del> <del>Ref: CPH:0603413</del>	<b>Lodger Code</b> MURDOCH LAWYERS 528 TA 964 PO Box 963, TWBA QLD 4250 registrations@murdochs.com.au
--	---	---

<b>2. Lot on Plan Description</b>	<b>County</b>	<b>Parish</b>	<b>Title Reference</b>
SEE ENLARGED PANEL			

<b>3. Lessee</b>	Given names	Surname/Company name and number (include tenancy if more than one)
		TOOWOOMBA SPORTS CLUB INC INCORPORATION NUMBER 1A 11300

**4. Interest being leased**  
Fee Simple

**5. Description of premises being leased**  
The whole of the Land

<b>6. Term of lease</b>	<b>7. Rental/Consideration</b>
Commencement date/event: 01/06/2008 Expiry date: 31/05/2018 and/or Event: Options: 1 x 10 years	See Schedule

**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.

**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)

/ /  
**Execution Date**

SEE ENLARGED PANEL.....

**Lessor's Signature**

**9. Acceptance**

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

.....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)

/ /  
**Execution Date**

SEE ENLARGED PANEL.....

**Lessee's Signature**

ENLARGED PANEL

Title Reference 13399025, 13328024, 15745215, 50716685

2. Lot on Plan Description	County	Parish	Title Reference
Lot 1 on Registered Plan 49868	Aubigny	Drayton	13399025
Lot 4 on Registered Plan 93677	Aubigny	Drayton	13328024
Lot 6 on Registered Plan 93677	Aubigny	Drayton	15745215
Lot 5 on Survey Plan 191223	Aubigny	Drayton	50716685

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.

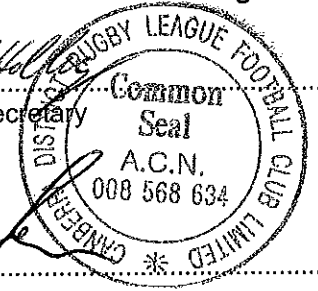
Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

*Leanne Mary Calgare* signature  
**LEANNE MARY CALGARE**  
 Justice of the Peace  
 Reg. No. 143918 full name  
 260 Crawford Street  
 QUEANBEYAN NSW 2620  
 qualification

Execution Date

24/06/2009

Lessor's Signature

*[Signature]*  
 Director / Secretary  
  
 Director

**CANBERRA DISTRICT RUGBY  
 LEAGUE FOOTBALL CLUB LIMITED  
 ACN 008 568 634**

Witnessing Officer

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

9. Acceptance

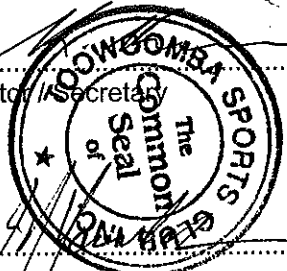
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

*[Signature]* signature  
**Stanley Raymond McEnroe** full name  
 qualification

Execution Date

01/06/08

Lessee's Signature

*[Signature]*  
 Director / Secretary  
  
 Director

**TOOWOOMBA SPORTS CLUB INC  
 INCORPORATION NUMBER 1A 11300**

Witnessing Officer

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

Title Reference 13399025, 13328024, 15745215, 50716685

**COMMERCIAL TENANCY AGREEMENT**

**AGREEMENT DATE:**

**THE LESSOR:** Canberra District Rugby League Football Club Limited ACN 008 568 634.

**THE LESSEE:** Toowoomba Sports Club Inc, Incorporation Number 1A 11300.

**THE PREMISES:** 352-360 Ruthven Street, Toowoomba, Qld, 4350 and as otherwise disclosed in Item 2 of the Form 7 Lease.

**This commercial tenancy agreement comprises the Reference Schedule  
and the Terms & Conditions**

Title Reference 13399025, 13328024, 15745215, 50716685

## COMMERCIAL TENANCY AGREEMENT

REFERENCE SCHEDULE

Item 1	<b>Lessor</b>	Canberra District Rugby League Football Club Limited ACN 008 568 634
	<b>Address</b>	164 Monaro Street, Queanbeyan, NSW, 2620
	<b>Phone</b>	(02) 6297 2511
	<b>Fax</b>	
Item 2	<b>Lessee</b>	Toowoomba Sports Club Inc, Incorporation Number 1A 11300
	<b>Address</b>	352-360 Ruthven Street, Toowoomba, Qld, 4350
	<b>Phone</b>	(07) 4632 0888
	<b>Fax</b>	(07) 4632 1710
	<b>ABN</b>	
Item 3	<b>Premises</b>	Premises – the whole of the Land and the Buildings constructed thereon, situated at 23 Russell Street, Toowoomba, Qld, 4350 and as otherwise described in Item 2 of the Form 7 lease.
	<b>Land</b>	Lot 1 on Registered Plan 49868 Lot 4 on Registered Plan 93677 Lot 6 on Registered Plan 93677 Lot 5 on Survey Plan 191223
Item 4	<b>Term</b>	20 Years Commencement Date: 01/06/2008 Ending on: 31/05/2028
Item 5	<b>Option for Further Term</b>	10 Years Commencing on: 01/06/2028 Ending on: 31/05/2038
	<b>Period of any Additional Extension</b>	N/A
Item 6	<b>Rent</b>	\$773,000 (plus GST) per year
Item 7	<b>Rent Review Dates:-</b>	At the Commencement of Year 2 the Rent increases to \$950,000 (plus GST) per year.  The rent for Year 3 will be the same as Year 2 being \$950,000 (plus GST) per year.
	<b>Dates of CPI Rent Review</b>	At the Commencement of each year commencing from the 4 <sup>th</sup> year (excluding those years where the rent is reviewed to market)
	<b>Dates of Market Rent Review</b>	Every fifth anniversary of the commencement date.
Item 8	<b>Permitted Use</b>	Licensed Club

**SCHEDULE**

Title Reference 13399025, 13328024, 15745215, 50716685

Item 9	Percentage of Outgoings	Whole
Item 10	Deposit	Not Applicable
Item 11	Rate of Interest	10%

Title Reference 13399025, 13328024, 15745215, 50716685

## COMMERCIAL TENANCY AGREEMENT

### TERMS AND CONDITIONS

#### IT IS AGREED:

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Terms in Reference Schedule

Where a term used in this Agreement appears in bold type in the Reference Schedule, that term has the meaning shown opposite it in the Reference Schedule.

##### 1.2 Definitions

Unless the context otherwise requires:

**"Additional Extension"** means the period of years described in Item 5 of the Reference Schedule;

**"Agreement"** means this document, including the Reference Schedule, and any Schedule or Annexure thereto;

**"Authority"** includes a government, a local, statutory or public authority, and a person entitled to carry out a statutory function;

**"best"** do its best means the same as use its best endeavours;

**"Building"** means the building and other improvements situate on the Premises;

**"Business Day"** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;

**"Claim"** includes any claim or legal action and all costs and expenses incurred in connection with it;

**"Commencement Date"** means the first day of the Term as show in Item 4 of the Reference Schedule;

**"Deposit"** means the amount shown in Item 10 in the Reference Schedule;

**"Further Term"** means the period of months or years described in Item 5 of the Reference Schedule if applicable;

**"GST"** means a goods and services tax or similar value added tax under *A New Tax System (Goods and Services Tax) Act 1999* ('GST Act') and the terms used have the meanings as defined in the GST Act;

**"Land"** means the land on which the Premises are situated as described in the Reference Schedule;

**"Lessor's Property"** means any property owned by the Lessor in the Premises or on the Land and includes the property identified in any inventory annexed to this Agreement;

**"Lease"** means and includes an equitable lease and a lease that arises when the Lessee enters into possession of the Premises before the Lease is signed;

**"Premises"** means the premises described in Item 3 of the Reference Schedule and includes the Lessor's Property in the Premises;

**"Rent"** means rent as described in Item 6 of the Reference Schedule as increased and reviewed in accordance with the terms of this Agreement;

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**"Services"** means all utilities and services in the Premises that are available for use, or provided in respect of, the Premises and the Building (whether utilised by the Lessee or not). It includes every service that enables access to the Premises and the Buildings for people or goods;

**"Tenancy"** means the tenancy between the Lessor and the Lessee created by this Agreement;

**"Lessee's Employees"** means each of the Lessee's employees, contractors, agents, members, guests of members, subLessees, licensees or others (with or without invitation) who may be on the Premises, the Building or the Land;

**"Lessee's Property"** includes all fixtures and other articles in the Premises which are not the Lessor's;

**"Term"** means the period of months or years described in Item 4 of the Reference Schedule, as applicable, commencing on the date in Item 4 in the Reference Schedule.

### 1.3 Interpretation

- (a) reference to:
  - (i) one gender includes the other gender;
  - (ii) the singular includes the plural and the plural includes the singular;
  - (iii) a person includes a body corporate or corporate entity;
  - (iv) party includes the party's executors, administrators, successors and permitted assigns;
- (b) a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes that Statutory Provision as amended or re-enacted from time to time and a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (c) all monetary amounts are in Australian dollars, unless otherwise stated.
- (d) If a party consists of more than one person, this Agreement binds them jointly and each of them severally.
- (e) headings are for convenience only and do not form part of this Agreement and shall not affect its interpretation.
- (f) a party that is a trustee is bound both personally and in its capacity as a trustee.
- (g) "Including" and similar expressions are not words of limitation.
- (h) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression shall have a corresponding meaning;
- (i) if an act must be done on a specified day which is not a Business Day, the act must be done instead on the next Business Day;
- (j) where this Tenancy permits or requires the Lessor or the Lessee to do something it may be done by a person so authorised by the party so permitted or required.

## 2. TERM AND HOLDING OVER

### 2.1 Term

The Lessor lets the Premises to the Lessee for the Term.

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## 2.2 Holding Over

If the Lessee continues to occupy the Premises after the Term or the Further Term or the Additional Extension with the Lessor's consent then:

- (a) the Lessee does so as a monthly Lessee on the same basis as at the last day of the Term or the Further Term or the Additional Extension; and
- (b) either party may terminate the monthly tenancy by giving to the other one (1) month's notice expiring on any day.

## 2.3 Rent Review Whilst Holding Over

Should the holding over period commence immediately after a Rent Review Date or should a Rent Review Date occur during this Holding Over period the Rent shall be reviewed in accordance with Clause 3.3.

## 3. RENT AND RENT REVIEWS

### 3.1 Rent

The Lessee must:

- (a) pay the Rent by equal monthly instalments in advance on the first Business Day of each month by direct deposit to a bank account nominated by the Lessor;
- (b) pay the first monthly instalment on the signing of this Agreement (if it has not been paid previously); and
- (c) if necessary, pay the first and last instalments apportioned on a daily basis.

### 3.2 Market Rent Review

- (a) this clause 3.2 applies if dates for market rent review are listed in item 7 of the Reference Schedule;
- (b) on a market rent review date the rent will be the market rent as determined in accordance with this review;
- (c) the Lessor will assess the amount of the new rent on the basis of the market rent for the Premises;
- (d) the Lessor will give the Lessee a notice specifying the Lessor's assessment of the market rent of the Premises at the review date. The Lessee has 28 days after it receives the Lessor's notice to notify the Lessor whether it accepts or rejects the Lessor's assessment;
- (e) if the Lessee accepts the Lessor's assessment, or the Lessee fails to notify the Lessor within the 28 days, the new rent is set at the amount stated in the Lessor's notice;
- (f) if the Lessee rejects the Lessor's assessment within the 28 days, and the Lessor and the Lessee cannot resolve the matter within an additional 7 days, the market rent will be decided by valuation. The valuation will be governed by the following rules:
  - (i) the Lessor will appoint a licensed valuer with at least 5 years experience in commercial rental valuations in Brisbane to set the rent. If the Lessor and the Lessee cannot agree on a valuer, the President of the Local Division of the Australian Institute of Valuers will appoint one. The valuer will act as an expert and not as an arbitrator;
  - (ii) the valuer must set the rent within 28 days after accepting the appointment. In doing so, he or she must give the Lessor and the Lessee an opportunity to make written submissions. A copy of any submission must be given to the other at the same time as to the valuer;

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- (iii) the valuer must determine the market rent on the basis that the Lessee is not in breach of this Lease and that the Premises are:
  - A unoccupied and fit for immediate occupation.
  - B offered for lease for the most profitable use that they can be put as permitted by this Lease.
  - C offered for lease on the terms of this Lease in a free and open market for the balance of the period of this Lease.
- (iv) the valuer must take each of the following into account:
  - A the market rent of comparable premises in other comparable buildings.
  - B the value of any goodwill attributable to the location, facilities, management or promotion of the Premises.
  - C any structural improvements the Lessee is not entitled to remove at the end of the Lease.
  - D the condition of the Premises taking into account the make good provisions in clauses 6.10 and 10.1 of this Agreement.
  - E the period before the next review.
  - F any other valuation principles relevant to a market review.
- (v) the valuer must not take any of the following into account:
  - A any sub-letting or consessional arrangement in respect of the Premises or comparable premises.
  - B goodwill attributable to the Lessee's business.
  - C any of the Lessee's property.
  - D fixtures or improvements that the Lessee is entitled to remove at the end of the Lease.
  - E any incentives of any type granted to the Lessee or another Lessee in respect of the Premises or comparable premises.
  - F any obligation of the Lessee to make good in accordance with Clause 10.3 of the Lease.
- (vi) the Lessor and the Lessee must each pay half of the valuer's fees and expenses.
- (g) the Lessee must pay the new rent as from the review date. However, until the new rent has been set, the Lessee will continue to pay the current rent. The Lessee will pay any shortfall for that period on the next date for payment of rent after the new rent has been set.

### 3.3 CPI increase review

- (a) this clause 3.3 applies if dates for CPI increase rent review are listed in item 7 of the Reference Schedule;
- (b) the rent will increase annually from the review date by CPI by applying the following calculation

$$R \times B \div A$$

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Where:

R means the rent payable in the rental year ending immediately preceding that for which the said amount is to be calculated;

B means the Consumer Price Index number for the quarter ending immediately prior to the commencement of the rental year for which the said amount is to be calculated.

A means the Consumer Price Index number for the quarter ending immediately prior to the commencement of the rental year immediately preceding the rental year for which the said amount is to be calculated; and

- (c) the Lessee must pay the new rent from the review date.

#### 4. OUTGOINGS

##### 4.1 Lessee to Pay Outgoings

- (a) the Lessee must pay the Lessor the whole of the Outgoings payable for the Premises either in accordance with the estimate delivered by the Lessor in accordance with Clause 4.1 (b) or should any or all of the Outgoings be assessed directly against the Lessee, then the Lessee must pay the Outgoings directly to the entity or person to whom they are owed as is required pursuant to this Agreement;
- (b) the Lessor shall estimate the annual Outgoings payable by the Lessee herein (that are not directly payable by the Lessee to the relevant entity) and the Lessee shall pay this estimate by twelve (12) equal monthly instalments each instalment payable simultaneously with the Rent in accordance with the terms of Clause 3.1(a);
- (c) the Lessor shall present to the Lessee on an annual basis a statement of actual Outgoings incurred for that year that were not paid directly by the Lessee. Should it be established that there is a difference between the Outgoings paid by the Lessee and the actual Outgoings incurred by the Lessee for that year THEN the appropriate adjustments will be made between the parties within thirty (30) days of the Lessee receiving written notice of any such difference;
- (d) in the event that the Lessor shall not present to the Lessee the statement of actual Outgoings within a reasonable time, then the Lessee may call upon the Lessor to provide the statement of actual Outgoings within a thirty (30) day period. Should the Lessor fail to provide the statement of actual Outgoings within the requested time frame, the Lessee shall not be required to pay any further Outgoings until such time as the statement is properly tendered to the Lessee;
- (e) if the rates and taxes are assessed directly against the Lessee or the Premises, the Lessee must pay them by the due date for payment. At the beginning and end of the Lease, the Lessee must pay the daily pro-rata proportion of the rates and taxes for any period that is less than the full rate or tax period. The Lessee must give the Lessor copies of assessments and receipts if the Lessor asks for them; and
- (f) if the rates and taxes are not assessed directly against the Lessee or the Premises, the Lessee must reimburse the Lessor for the cost of any rates and taxes within 14 days of a written request to do so if the rates and taxes do not form part of the outgoings submitted by the Lessor to the Lessee pursuant to Clause 4.1 (b) above.

##### 4.2 Outgoings

For the purposes of this clause, Outgoings means any costs, fees, charges, taxes or expenses of whatsoever nature in respect of the Premises which the Lessor is not prohibited at law to recover including but not limited to:

- (a) local government rates and other charges levied pursuant to a law;
- (b) public liability insurance premiums in respect of the Premises;

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- (c) the cost of cleaning any areas used by the Lessee; and
- (d) the cost of maintaining any building, services or gardens on the Land.

#### 4.3 Lessee Utility Charges

In addition to the Rent, the Lessee shall pay all gas, telecommunications, electricity and water consumption charges arising from the Lessee's use of the Premises.

#### 4.4 Services

The Lessee must maintain the Services including but not limited to the air-conditioning, the fire sprinkler system, pumps, boosters, motors, irrigation systems, lifts and escalators and ensure the Services continue operating. The Lessor shall not be responsible for the cost of any of the Services that are used on or supplied to the Premises nor for the cost of any maintenance or repair to the Services including the air-conditioning other than those costs for which the Lessor is responsible as described in clause 11.2.

#### 4.5 Property Management - Intentionally Deleted

#### 4.6 The Lessee Security Deposit or Bank Guarantee - Intentionally Deleted

#### 4.7 Costs of this Lease

Each party will pay its own costs for the negotiation, preparation and completion of this Lease. The Lessee must pay all stamp duty and where applicable, registration fees and other government impost payable in connection with this Lease and the cost of any survey plan required to register this Lease.

### 5. USE OF THE PREMISES

#### 5.1 Permitted Use

The Lessee must only use the Premises for the Permitted Use as provided in Item 8 of the Reference Schedule.

#### 5.2 Lessor's Obligations

- (a) the Lessee by paying the Rent and duly and punctually observing and performing the provisions of this Agreement shall and may peaceably possess and enjoy the Premises for the Term hereby granted without any interruption or disturbance from the Lessor or any other person or persons lawfully claiming by from or under the Lessor;
- (b) the Lessee may at or prior to the expiration of this Agreement take remove and carry away from the Premises all of the Lessee's Property; and
- (c) the Lessor is also responsible for those things listed in Clause 11.2.

#### 5.3 Lessee's Obligations

The Lessee must not:

- (a) disturb the occupants of adjacent premises;
- (b) display any signs without the Lessor's consent which must not be unreasonably withheld;
- (c) overload any Services;
- (d) damage the Lessor's Property;

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- (e) alter the Premises, install any partitions or equipment or do any building work without the Lessor's prior consent which must not be unreasonably withheld;
- (f) do anything that may invalidate the Lessor's insurance or increase the Lessor's premiums;
- (g) do anything illegal on the Premises;
- (h) do anything that detracts from the Premises appearance or value;
- (i) store any chemical or hazardous thing on the Premises except to the extent that it is necessary for the Permitted Use.

#### 5.4 The Lessee's duty in relation to events and risk

The Lessee must immediately tell the Lessor in writing if any damage or injury is caused to the condition of the Premises, or if the Lessee becomes aware of anything that may be dangerous to people or property. The Lessee must do everything reasonable to remove the danger.

#### 5.5 The Lessee's duties in relation to infectious disease

The Lessee must immediately tell the Lessor, and the relevant Authority, in writing if the Lessee becomes aware that an infectious disease is or has been on the Premises. If the disease results from anything the Lessee has done or not done, the Lessee must do everything necessary to remove the cause, to the Lessor's satisfaction and that of the Authority. If the Lessor has to do anything to remove the cause, the Lessee must reimburse the Lessor for the cost of doing so.

### 6. MAINTENANCE AND REPAIR

#### 6.1 Repair and Maintenance

The Lessee will:

- (a) keep the Premises in good repair and condition to the Lessor's reasonable satisfaction excepting fair wear and tear and any inevitable accident and inherent structural defects;
- (b) carry out preventative maintenance on the Services (where applicable) which means pre-programmed regular servicing by appropriate contractors to ensure the Services within the Premises are maintained in good and workable condition;
- (c) fix any damage caused by the Lessee or the Lessee's Employees;
- (d) not be responsible whatsoever for any items of a capital or structural nature in relation to the Premises, with the exception of damage caused to the Premises by the acts or omissions of the Lessee. For the avoidance of confusion the following items are agreed not to be items of a capital nature and are the Lessee's responsibility: Bar/kitchen/bistro counters/façades, work benches and storage cupboards; cold rooms/freezers, refrigeration units and associated equipment. ;beer reticulation system and associated equipment; kitchen and bar equipment including dish/glass washers, in ground sprinkler systems and controls; bowling green shades including canopies, motors and associated structure; fixed bench seats and bowls racks; external lighting, flood lighting and signage;
- (e) replace irrigation pipes and parts, light bulbs, tubes, starters and power points that wear out;
- (f) maintain all gardens and landscaping within the Premises to the Lessor's reasonable satisfaction
- (g) maintain, repair or replace any item which is the Lessee's property.

#### 6.2 Cleaning and Maintenance

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- (a) the Lessee will keep the Premises clean and tidy including but not limited to regularly cleaning drains.
- (b) the Lessee will keep the Lessee's Property clean and maintained in good order and condition.
- (c) the Lessee acknowledges that at the Commencement Date, it is in possession of the Premises and that it is leasing the Premises "as is where is". Thereafter the Lessee shall ensure that the Lessor's Property is kept clean and in good order and condition, fair wear and tear excepted;
- (d) the Lessee must at the Lessee's cost keep the Premises cleaned and free of vermin and insects. The Lessee must also remove rubbish regularly and make sure none of the Lessee's rubbish is left anywhere on the Premises except at collection points the Lessor provides.

**6.3 Lessor's Right to Inspect and Repair**

- (a) the Lessor may enter the Premises for inspection or to carry out maintenance, repairs or building work at any reasonable time after giving notice to the Lessee;
- (b) the Lessor may carry out any of the Lessee's obligations on the Lessee's behalf if the Lessee does not carry them out on time. If the Lessor does so, the Lessee must promptly pay the Lessor's costs; and
- (c) the Lessee shall be obliged to provide to the Lessor full details (and copies of invoices and reports if requested) of all repairs, maintenance and services carried out on the Premises.

**6.4 The Lessee's duty in relation to the Lessee's property**

The Lessee must repair or replace any part of the Lessee's Property which wears out or becomes dilapidated. If the Lessee replaces anything, it must be with something of equivalent quality to the original.

**6.5 The Lessee's duty to get consent for work**

The Lessee must get the Lessor's written consent for any of the following:

- (a) any work to the Premises;
- (b) an application to an Authority for approval for any work; and
- (c) contractors the Lessee proposes to use.

If the work affects the structure of any part of the Building, the Premises or the Services to it, the Lessor may refuse consent at its absolute discretion. In other cases, the Lessor must not withhold consent unreasonably. The Lessor will require any contractor to have insurance to cover the risks associated with the work.

**6.6 Standard of work**

Any work the Lessee does to the Premises at any time must be done to the Lessor's reasonable satisfaction by the contractors the Lessor has approved.

**6.7 The Lessee must give the Lessor evidence of completion**

When the work is complete, the Lessee must give the Lessor, at the Lessee's expense:

- (a) any certificate of compliance or statement of satisfactory completion that is required by an Authority; and
- (b) a certificate of a consultant the Lessor approves that the work has been carried out satisfactorily.

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**6.8 The Lessee must pay the Lessor's costs in relation to work**

The Lessee must pay for any costs the Lessor reasonably incurs because of any of the following:-

- (a) the Lessee asks for the Lessor's permission to do work; and
- (b) work by the Lessee is not done properly.

**6.9 The Lessee must comply with laws etc**

The Lessee must comply, at the Lessee's own expense, with any law or other requirement that affects this Lease, or is done or to be done under it, or that relates to the Lessee's occupation or use of the Premises. The Lessee must tell the Lessor immediately the Lessee becomes aware of any requirement of that type. The Lessee must get the Lessor's written consent before the Lessee complies with any requirement;

This does not apply in relation to structural work the Lessee is not responsible for, or to the installation of additional Services, unless they are required because of the Lessee's particular use of the Premises.

**6.10 Painting and decorating**

The Lessee shall at the expiration of 5-years from the Commencement Date and thereafter every 5 years:

- (a) repaint the Building externally and internally; and
- (b) replace all carpet and all floor tiles (excluding bathroom tiles) or the equivalent floor covering and window treatments within the Building which in the Lessor's reasonable opinion requires replacement.

**7. ASSIGNMENT AND SUBLETTING**

**7.1** The Lessee must obtain the Lessor's consent before the Lessee assigns, sublets or deals with its interest in the Premises or part of the Premises.

**7.2** The Lessor may grant or refuse its consent in its absolute discretion. In order for the Lessor to consider the exercise of its discretion (which it is not obliged to do) if:

- (a) the Lessee satisfies the Lessor that the new Lessee is financially secure, is competent to conduct a similar business as the Lessee and has the ability to carry out the Lessee's obligations under this tenancy;
- (b) the new Lessee signs any agreement and gives any security (including any guarantees) which the Lessor reasonably requires;
- (c) the Lessee complies with any other reasonable requirements of the Lessor consistent with the conduct of the business of licensed club;
- (d) the Lessee is not in breach of the tenancy;
- (e) the Lessee pays the Lessor's reasonable costs associated with giving its consent which includes a mortgagee's consent;

**7.3 Change in the Lessee's ownership or control**

If the Lessee is a company, the Lessee must get the Lessor's written consent to anything which changes, or which the Lessor reasonably believes changes, the beneficial ownership of at least 50% of the Lessee's shares or the effective control of the company. This does not apply in relation to the sale of shares (in the Lessee or in the Lessee's holding company) that are listed on a recognised stock exchange or if the Lessee during the term of this Lease lists on the Australia Stock Exchange.

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The Lessor will give consent if each of the following conditions is met, namely.

- (a) the Lessee is not in breach of the Lease;
- (b) the change does not affect the Lessee's financial security or the Lessee's ability to run the business properly;
- (c) the Lessee gives the Lessor any information the Lessor reasonably requires about the change in interest or control;
- (d) any guarantee or other security the Lessor reasonably requires is provided; and
- (e) the Lessee pays the Lessor any costs the Lessor reasonably incurs in relation to the change.

#### 8. LIABILITY, INSURANCE AND INDEMNITY

- 8.1 The Lessee occupies and uses the Premises at its own risk. The Lessee also carries out building work in the Premises at its own risk.
- 8.2 The Lessee releases the Lessor from and indemnifies it against all Claims for damages, loss, injury or death if it:
- (a) occurs in the Premises;
  - (b) arises from the use of the Services in the Premises;
  - (c) arises from the overflow or leakage of water from or into the Premises;
  - (d) arises from the negligence or default of the Lessee or the Lessee's Employees.
  - (e) arises from something the Lessee does or fails to do, or someone the Lessee is responsible for does or fails to do;
  - (f) arises from something anyone else, including a trespasser does while on the premises;
  - (g) arises from anything or anyone entering, leaving or affecting the Premises;
  - (h) except to the extent that it is caused by the Lessor's acts, omissions and negligence.

#### 8.3 The Lessee's duty to arrange insurance

The Lessee must arrange and maintain insurance on usual terms with an insurer authorised under the *Insurance Act 1973* against each of the following:

- (a) public liability, including liability to indemnify the Lessor against liability under clause 8.2;
- (b) damage to, and loss of, internal glass, doors, display cases, fittings, chattels, the Lessor's fixtures and the Lessee's fixtures, that are on or in the Premises; and
- (c) ensure the Premises are kept insured in the joint names of the Lessee and the Lessor on usual terms with an insurer authorised under the *Insurance Act 1973*. The insurance must incorporate full reinstatement cover and must include a cover against flooding (of any kind) and loss of rent and outgoings.

#### 8.4 Details of insurance cover

- (a) the public liability insurance must be for at least \$20 million. The insurance against damage or loss must be for at least the insurable value of the relevant property. It must not exclude cover against malicious acts by third parties;

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- (b) the insurance must commence from the beginning of the Lease. The Lessee must maintain it for the period of the Lease and any additional period during which the Lessee occupies or uses the Premises;
- (c) the Lessee must give the Lessor a copy of any policy, certificate of currency or receipt the Lessor asks for in relation to insurance the Lessee is required to arrange and maintain;
- (d) the form and quantum of insurance and the insurance company used by the Lessee to provide the insurances detailed in clause 8.4 must be first approved in writing by the Lessor.

#### 8.5 The Lessor's duty to insure

The Lessor must also insure against public liability in relation to the Premises.

#### 8.6 The Lessee's other obligations in relation to insurance

The Lessee must not do or fail to do anything, or allow anything to be done or not done:

- (a) which might increase the cost of any insurance the Lessee or the Lessor arranges; or
- (b) which might affect the Lessee's or the Lessor's right to make a claim under any insurance the Lessee or the Lessor arranges.

The Lessee must pay the Lessor for any increase in the cost of any insurance the Lessor arranges which results from anything the Lessee does or fails to do, or allows to be done or not done.

### 9. DEFAULT AND TERMINATION

#### 9.1 Default

The Lessee defaults under this Agreement if:

- (a) the Rent or any money payable by the Lessee is unpaid for 14 days;
- (b) the Lessee commits a serious breach of this Agreement;
- (c) the Lessee assigns its property for the benefit of creditors;
- (d) the Lessee becomes an externally-administered body corporate within the meaning of the Corporations Law; or
- (e) it does not use the Premises solely for the use specified in item 8 in Reference Schedule;
- (f) it does not comply with laws and requirements;
- (g) it does not maintain the Premises and the Building in good repair;
- (h) it deals with the Lease or any part of the Premises in any way without written consent;
- (i) it fails to arrange and maintain insurance, or does any act or thing to prejudice it; and
- (j) the Lessee becomes unable to pay the Lessee's debts within the meaning of the Corporations Law.

#### 9.2 Forfeiture of Tenancy

If the Lessee defaults, the Lessor shall give the Lessee 14 days to rectify the default. Should the Lessee not remedy the default within the 14 days the Lessor may do any one or more of the following:

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- (a) re-enter and take possession of the Premises;
- (b) by notice to the Lessee, terminate this Tenancy;
- (c) by notice to the Lessee, convert the unexpired portion of the Term into a tenancy from month to month;
- (d) exercise any of its other legal rights; and
- (e) recover from the Lessee any loss suffered by the Lessor due to the Lessee's default.

### 9.3 No loss of rights

If the Lessor brings action against the Lessee for damages, that does not affect any other right of the Lessor's, including the Lessor's right to end the Lease. The Lessor's right to damages is not affected by any of the following:

- (a) the Lessee's abandoning the Premises;
- (b) the Lessor's re-entering the Premises or ending of the Lease;
- (c) the Lessor's accepting the Lessee's repudiation of the Lease; and
- (d) anything that amounts to a surrender of the Lease.

## 10. TERMINATION OF TERM

### 10.1 Lessee's Obligations

At the end of the Term or when the Lease ends or is ended the Lessee must:

- (a) vacate the Premises and give them back to the Lessor in good repair and condition, fair wear and tear excepted specifically this will include undertaking any works necessary to decontaminate the Premises if any contamination has occurred as a result of the Lessee's use of the Premises;
- (b) leave the Premises and the Building in at least the condition the Lessee was required to maintain them in during the Lease;
- (c) remove all the Lessee's Property from the Premises;
- (d) repair any damage caused by removal of the Lessee's Property and leave the Premises clean;
- (e) return all keys, security passes and cards held by it or the Lessee's Employees;
- (f) the Lessee must reimburse the Lessor for any cost the Lessor incurs because the Lessee fails to do something the Lessee is required to do; and

### 10.2 Failure to Remove Lessee's Property

If the Lessee does not remove the Lessee's Property at the end of the Term, the Lessor shall advise the Lessee in writing, allowing the Lessee fourteen (14) days in which to remove such property. If the Lessee fails to remove such property the Lessor may:

- (a) remove and store the Lessee's Property at the Lessee's risk and expense; or
- (b) treat the Lessee's Property as abandoned, in which case title in the Lessee's Property passes to the Lessor who may deal with it as it thinks fit without being liable to account to the Lessee.

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### 10.3 Painting and Decorating

The Lessee shall at the expiration of the Additional Extension (if applicable):-

- (a) repaint the Building internally; and
- (b) replace all carpets and/or floor tiles (excluding bathroom tiles) or the equivalent floor covering and window treatments within the Building which in the Lessor's reasonable opinion requires replacement.

### 10.4 The Lessor's duty in relation to security deposit and bank guarantee

The Lessor must return the bank guarantee, or what is left of the Security Deposit, when it is clear that there are no more actual or contingent liabilities being guaranteed.

## 11. DAMAGE, DESTRUCTION AND REPAIRS

### 11.1 The Lessee's responsibilities

To the extent allowed by law:

- (a) the Lessee is responsible for any damage which the Lessee or its employees, agents or contractors cause to the Premises or the Building; and
- (b) the Lessee is also responsible for any damage caused to the Premises or the Building by anyone else except the Lessor, or the Lessor's employees, agents or contractors other than damage against which the Lessor is required to insure under this Lease unless the Lessor is unable to recover from its insurer because of something the Lessee or its employees, agents or contractors, did or failed to do.

The Lessee must fix the damage promptly.

### 11.2 The Lessor's responsibilities

The Lessor is responsible for each of the following:

- (a) structural damage, except damage the Lessee is responsible for under the previous clause;
- (b) items of a capital nature; and
- (c) damage caused by the Lessor or by the Lessor's employees, agents or contractors.

### 11.3 The Lessor's duty to fix damage

The Lessor must repair damage that the Lessor is responsible for under the previous clause unless the Lessor reasonably believes the provisions of clause 11.4 below shall apply.

### 11.4 Effect of major damage on lease

- (a) If the Premises or the Building are damaged to such an extent that the Lessee is completely unable to use the Premises or to get access to them, the Lessor must notify the Lessee in writing within a reasonable time of what the Lessor intends to do.
- (b) If the Lessor is responsible for the damage under clause 11.2, the following rules apply:
  - (i) if the Lessor notifies the Lessee that the Lessor does not intend to repair the damage, the Lease ends on the day the Lessor states in the notice. It must be at least 30 days after the date the Lessor gives the Lessee the notice;

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- (ii) if the Lessor doesn't give the Lessee the notice within a reasonable time, or if the Lessor notifies the Lessee that the Lessor intends to repair the damage but fails to do so within a reasonable time, the Lessee may end the Lease by giving the Lessor at least 30 days written notice.
- (c) If the Lessor is not responsible for the damage under clause 11.2, and it is apparent that the Lessee will be completely unable to use the Premises for at least 4 months, either the Lessor or the Lessee may end this Lease by giving the other 30 days
- (d) However, the Lessee is not entitled to end this Lease if the Lessor is unable to recover from its insurer because of something the Lessee, or someone the Lessee is responsible for, did or failed to do.

**11.5 Effect of major damage on rent**

If the Premises or the Building are damaged in such a way that the Lessee is completely unable to use the Premises or to get access to them, the Lessee does not have to pay rent until the Lessee is able to use the Premises again. However, this does not apply if:

- (a) the Lessee, its employees, agents or contractors caused the damage; or
- (b) the Lessor loses the benefit of the Lessor's insurance because of something the Lessee, its employees, agents or contractors did or failed to do.
- (c) The Lessee will have to pay a proportion of the rent if, despite damage to the Building or the Premises, the Lessee is able to use the Premises to some extent. The Lessor will set the proportion according to the effect the damage has on the Lessee's ability to use the Premises

**11.6 Dispute about application of previous clause**

- (a) if a dispute arises in relation to the application of the previous clause, a member of the Australian Institute of Valuers and Land Economists Inc (or its successors), chosen by the President of the State or Territory Division, will decide it. He or she will do so as an expert, not as an arbitrator. Either the Lessor or the Lessee may ask the President to choose a member;
- (b) the Lessee and the Lessor must pay their own costs, and pay half each of the cost of the member; and
- (c) until the dispute is resolved, the Lessee must continue to pay the proportion of rent the Lessor has set.

**11.7 Antecedent Rights**

Termination under this Clause 11 does not effect either parties' rights accrued before termination.

**12. GST**

12.1 If a GST is imposed on any supply made by the Lessor to the Lessee in accordance with this Tenancy, then an amount equivalent to the GST as calculated in accordance with the GST Act is payable by the Lessee to the Lessor. The Lessor shall at all times provide tax invoices to the Lessee and otherwise comply with all other requirements of the GST Act.

**13. OPTION FOR FURTHER TERM**

**13.1 The Lessee's right to an extension**

The Lessee only has the right to extend this Lease if an extension period is stated in item 5 of the Reference Schedule. Even so, the Lessee does *not* have the right to extend this Lease if any of the following applies:

- (a) the Lessor has given the Lessee notice of a breach and the Lessee is still in breach when the Lessee gives the Lessor the extension notice or when this Lease ends;

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- (b) the Lessee has been frequently in breach during the period of the lease and the Lessor has frequently given the Lessee notices of breach; and
- (c) the lease has ended.

To exercise the right, the Lessee must give the Lessor notice in writing between 9 and 6 months before this Lease is due to end.

### 13.2 Terms applicable to extension

The extension will be for the period stated in item 5 in the Reference Schedule. The extension of the Lease will be on the same conditions as this Lease. However:

- (a) the extension will commence on the day after this lease ends;
- (b) the rent for the first year of the extension will be calculated in the way set out in item 7 in the Reference Schedule;
- (c) the extension will not include any right of extension (except any right stated in item 5 in the Reference Schedule); and
- (d) if item 5 of the Reference Schedule creates a right to more than one extension, the Additional Extension will not include the first of those rights.

## 14. MISCELLANEOUS

### 14.1 The Lessor's right to set off

The Lessor is entitled to set off any amount the Lessor must pay the Lessee under this Lease against any amount the Lessee must pay the Lessor under it.

### 14.2 The Lessees Right to Set Off

The Lessee is entitled to set off any amount the Lessor owes it whether under this Lease or not against any amount the Lessee owes the Lessor under this Lease.

### 14.3 Tender of money after the Lessor ends this lease

If the Lessor accepts money from the Lessee after the Lessor ends this Lease, the Lessor will apply it first, on account of rent and other money the Lessee owed the Lessor immediately after the Lessor ended the Lease; and only then on account of the Lessor's costs of re-entry.

### 14.4 Waiver

- (a) the fact that the Lessor fails to do, or delays in doing, something the Lessor is entitled to do under this Lease, does not amount to a waiver of the Lessor's right to do it, even if it becomes a practice. This includes anything to do with payment or late payment of rent. A waiver by the Lessor is only effective if it is in writing.
- (b) a written waiver by the Lessor is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach; or as an implied waiver of that obligation or breach in relation to any other occasion.

### 14.5 Payment requirements

- (a) the Lessee and the Lessor must pay an amount due to the other (except rent and any contribution to operating costs and cleaning costs) within 14 days after being notified that the amount is due;

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- (b) if this Lease ends or is ended that does affect the Lessee's obligation to make any payment under this Lease for a period before then; and
- (c) each payment by the Lessee under this Lease must be made with any additional amount equal to any goods and services, consumption, value added or similar tax applying to that payment.

**14.6 Interest on overdue amount**

The Lessee must pay interest, calculated daily and compounded monthly, on any money that the Lessee owes the Lessor but does not pay on time. The interest is payable on the amount outstanding from the day the money becomes due until it is paid. The rate of interest is stated in item 11 in Reference Schedule.

**Annexure "A"**

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Description:            Lot 1 on Registered Plan 49868  
                              Lot 4 on Registered Plan 93677  
                              Lot 6 on Registered Plan 93677  
                              Lot 5 on Standard Plan 191223

Title Reference:        13399025, 13328024, 15745215, 50716685

Title Reference 13399025 13328024 15745215 50716685

**Statement about alteration or minor correction to Land Registry Form**

**Form being altered or corrected:** Form 7

**Name of authorised person or solicitor:** Genevieve Ridge

**Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):** Murdoch Lawyers

**Item/s being altered or corrected:** Item 1

**Details of alteration or minor correction:** There is a strikethrough Lodger details for Creagh Weightman Lawyers and Murdoch Lawyers Lodger details have been inserted and initialled by authorised person.

**Party represented (where signed by solicitor):** Lessor

*Genevieve Ridge*

.....  
Authorised person's or Solicitor's Signature

---

I certify that this is a true and correct copy of the original which I have sighted.

Solicitor/Justice of the Peace/Commissioner for Declarations



**ANTHONY DOUGLAS RANDALL**  
Solicitor

**QUEENSLAND**

**ASSOCIATIONS INCORPORATION ACT 1981**

Section 12  
Regulation 7

No. 11300

**CERTIFICATE OF INCORPORATION  
OF AN ASSOCIATION**

**This is to Certify**

that

TOOWOOMBA SPORTS CLUB INC

is, on and from the ..... eighteenth ..... day of ..... December ..... , 19 92,  
incorporated under the Associations Incorporation Act 1981.

.....  
Delegate of the Director-General  
of Consumer Affairs

Duty Imprint

**717299528**

Dealing Number

EF 511 \$169.00  
07/06/2016 15:59:06

**ICE USE ONLY**

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 DERM see the department's website.

**1. Type/Dealing No of Instrument/Document being amended**

Type of Instrument/Document Lease .....  
Dealing Number 717299527 *gr*

**Lodger** (Name, address, E-mail & phone number) **Lodger Code**  
*gr*  
Greagh Weightman **MURDOCH LAWYERS**  
Gpo Box 1441 **PO BOX 963** **BE 2282**  
Brisbane 4000 **TOOWOOMBA 4330 TA 964**  
Ph: 3244 776 **Ph: 07 4616 9898**  
eph@cwll.com.au **registrations@murdochs.com.au**

**2. Lot on Plan Description**

**County**

**Parish**

**Title Reference**

LOT 1 ON REGISTERED PLAN 49868	AUBIGNY	DRAYTON	13399025
LOT 4 ON REGISTERED PLAN 93677	AUBIGNY	DRAYTON	13328024
LOT 6 ON REGISTERED PLAN 93677	AUBIGNY	DRAYTON	15745215
LOT 5 ON SURVEY PLAN 191223	AUBIGNY	DRAYTON	50716685

**3. Grantor/Mortgagor/Lessor**

CANBERRA DISTRICT RUGBY LEAGUE FOOTBALL CLUB LIMITED ACN 008 568 634

**4. Grantee/Mortgagee/Lessee**

TOOWOOMBA SPORTS CLUB INC INCORPORATION NUMBER 1A 11300

**5. Amendment of Lease Details** (Only to be completed for an amendment of the term and/or option of lease)

Expiry date: Not Applicable AND/OR Event: Not Applicable  
Option/s#: Not applicable  
# Insert nil if no option or insert option period (eg 3 years or 2 x 3 years etc)

**6. Request/Execution**

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with:- \*item 5; \*item 5 and attached schedule; \*attached schedule.

\* delete if not applicable

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

CANBERRA DISTRICT RUGBY LEAGUE FOOTBALL CLUB LIMITED ACN 008 568 634

..... Signature *Brian Holley* *JOHN MCINTYRE* (Director)

..... full name *Brian Holley*

..... qualification *23/07/2010* (Director)

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

TOOWOOMBA SPORTS CLUB INC INCORPORATION NUMBER 1A 11300

..... Signature *[Signature]* (Director)

..... full name

..... qualification *20/07/2010* (Director)

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

**Title Reference 13399025, 13328024, 15745215, 50716685**

This is the Schedule mentioned and referred to in the Form 13 Amendment to Lease.

The Lease dated 01 June 2008 between TOOWOOMBA SPORTS CLUB INC INCORPORATION NUMBER 1A 11300 as lessee and CANBERRA DISTRICT RUGBY LEAGUE FOOTBALL CLUB LIMITED ACN 008 568 634 as Lessor shall be varied as follows: -

1. A new clause 3.4 shall be inserted into the Lease as follows:-

- "a. The annual Rent amount will be increased by the sum of \$112,000 ("the Rental Increase") commencing from 1 January 2011.
- b. The Rental Increase will be applied pro rata from 1 January 2011 to the end of the 30 May 2011.
- b. The CPI rent review due on 1 June 2011 will be calculated on the Rent exclusive of the Rental Increase but all rent reviews thereafter will be applied to the Rent inclusive of the Rental Increase.
- c.. All other terms of the Lease will remain unchanged

Title Reference 13399025 13328024 15745215 50716685

**Statement about alteration or minor correction to Land Registry Form**

**Form being altered or corrected:** Form 13

**Name of authorised person or solicitor:** Genevieve Ridge

**Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):** Murdoch Lawyers

**Item/s being altered or corrected:** Item 1

**Details of alteration or minor correction:** Dealing number "717299527" has been inserted and initialled by authorised person.

**Party represented (where signed by solicitor):** Lessor

*Genevieve Ridge*

Authorised person's or Solicitor's Signature

**Name of authorised person or solicitor:** Genevieve Ridge

**Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):** Murdoch Lawyers

**Item/s being altered or corrected:** Item 1

**Details of alteration or minor correction:** There is a strikethrough Creagh Weightman Lodger details and Murdoch Lawyers Lodger details have been inserted and initialled by authorised person.

**Party represented (where signed by solicitor):** Lessor

*Genevieve Ridge*

Authorised person's or Solicitor's Signature