

CURRENT STATE TENURE SEARCH

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 20925668

Search Date: 10/05/2015 18:54

Title Reference: 40060677

Date Created: 24/11/2010

DESCRIPTION OF LAND

Tenure Reference: TL 0/234281

Lease Type: TERM

LOT 495 SURVEY PLAN 211460
County of STANLEY Parish of NORTH BRISBANE
Local Government: BRISBANE CITY

Area: 1.006000 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
INVESTIGATION

TERM OF LEASE

Term and day of beginning of lease

Term: 5 years commencing on 11/11/2010

Expiring on 10/11/2015

REGISTERED LESSEE

BRISBANE CITY COUNCIL

CONDITIONS

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CONDITIONS

- A78
- (1) The lessee must use the leased land for investigation purposes to determine the future usage of the leased land.
 - (2) This lease may be forfeited if not used for the purpose stated above.
 - (3) The annual rent must be paid in accordance with the Land Act 1994.
 - (4) The Parties acknowledge that GST may be payable in respect of a supply made under this lease. Where GST becomes payable in respect of a supply made under this lease, the State (lessor) may recover the GST from the lessee by increasing the consideration payable by the lessee to the State by an amount equal to that which the State is obliged to remit to the Commonwealth as GST on the supply and that amount may be recovered from the lessee as part of the money payable to the State under this lease. The State will upon request by the lessee, issue to the lessee a valid GST tax invoice in respect of any taxable supply made under this lease. (NOTE: For the purposes of this condition "GST" means the goods and services tax which results from the enactment of A New Tax System (Goods and Services Tax) Act 1999 and the related Acts which constitute the Commonwealth taxation reform (as amended from time to time)).
 - (5) The lessee must pay the cost of any required survey or re-survey of the leased land.
 - (6) The lessee must control pest plants and animals, on the leased land, in accordance with the Land Protection (Pest and Stock Route Management) Act 2002 and the Local Laws and requirements of the Brisbane City Council.
 - (7) The lessee has the responsibility for a duty of care, to take all reasonable and practicable measures to sustainably manage the leased land by conserving the physical, biological, productive and cultural values, either on the leased land or in areas affected by the management of the leased land.
 - (8) The lessee must ensure that the use and development of the leased land conforms to the Planning Scheme, Local Laws and requirements of the Brisbane City Council, binding on the lessee.
 - (9) The lessee must give the Minister administering the Land Act 1994, information about the lease, when requested.
 - (10) The lessee must not clear any vegetation on the leased land, unless in accordance with the Sustainable Planning Act 2009.
 - (11) No compensation for improvements or developmental work is payable by the State at the forfeiture, surrender or expiry of the lease, but the lessee has the right to remove any moveable improvements within a period of three (3) months from the forfeiture, surrender or expiry of the lease, provided all money due by the lessee to the State on any account whatsoever has been paid, or be required to remove those improvements as specified in any further condition of lease.

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(12) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.

A90 Further to Condition A78(11), the lessee must remove the improvements and rehabilitate the area to the satisfaction of the Minister administering the Land Act 1994 within three months from the date of surrender, forfeiture or expiry of the lease.

A91 If the lessee fails to remove the improvements and rehabilitate the area as detailed in Condition A90 above, the Minister administering the Land Act 1994, can remove the improvements and rehabilitate the area and is hereby authorised to do whatever is necessary to effect the said removal and rehabilitation. The said Minister may recover from the lessee the total cost incurred in the said removal and rehabilitation.

C343 The lessee must within five years from the commencement of the lease and to the satisfaction of the Minister administering the Land Act 1994, undertake investigations to determine the future usage of the leased land. When the proposed future usage of the site has been determined, the Department of Environment and Resource Management will accept a written application from Brisbane City Council, as lessee, for a fifty (50) year lease over the leased land for a purpose, rental and conditions consistent with the established usage of the site. Upon issue of the fifty year lease, this lease will be surrendered.

C346 The lessee must not carry out or allow to be carried out, any offensive, noxious or noisy occupation or business, upon the leased land, in accordance with the Environment Protection Act 1994.

E16 The lessee must, to the satisfaction of the Minister administering the Land Act 1994, develop the leased land in a sustainable manner.

H123 The provision of access or services to the leased land will not be the responsibility of the State.

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I66 The lessee indemnifies and agrees to keep indemnified the Minister administering the Land Act 1994, and the State of Queensland, (the "Indemnified parties") against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses ("Claim") arising out of or in any way connected to or resulting from the granting of this lease to the lessee or which is connected to or resulting from the lessees' use and occupation of the leased land (all of which are referred to as "the indemnified acts or omissions") save to the extent that the Claim arises as a result of any negligent act or omission of the Indemnified parties, however, any negligent act or omission of one of the Indemnified parties does not negate the indemnity to any of the other Indemnified party/ies. The lessee hereby releases and discharges the Indemnified parties from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified parties.

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- I69 (1) The lessee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 (Commonwealth) or, in any other case, to the satisfaction of the Minister administering the Land Act 1994, naming the lessee as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the leased land or any improvements thereon and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof subject to the terms and conditions of the insurance policy. Such policy must:
- (a) be for an amount of not less than twenty million dollars (\$20,000,000.00) in respect of all claims arising out of a single event or such higher amounts as the Minister may reasonably require;
 - (b) be effected on a "claims occurring" basis so that any claim made by the lessee under the policy after expiration of the period of policy cover but relating to an event occurring during the currency of the policy will be covered by the policy subject to the claim meeting the policy's other terms and conditions;
 - (c) be effected on such other reasonable terms and conditions as may be required by the Minister; and
 - (d) be maintained at all times during the currency of the lease .
- (2) The lessee must, as soon as practicable, inform the Minister , in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim.
- (3) The lessee must renew such policy, at the lessees' expense, each year during the currency of this lease and forward a certificate of currency to the Minister administering the Land Act 1994 within 14 days of the commencement of each respective renewal period.
- (4) Upon receipt of a Notice of Cancellation, the lessee must immediately effect another public liability policy in accordance with the provisions of this condition.
- (5) Clause (1) of this condition will be satisfied if the lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund.
- (6) Clause (1) of this condition will be satisfied if the lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and continues to be insured by Comcover.

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- L116 The lessee must not effect any structural improvements on the leased land, without the approval of the Minister administering the Land Act 1994 and any other relevant authority, having been first obtained.
- M546 This lease is issued in accordance with the provisions of Section 24HA of the Native Title Act 1993 (Cth). In accordance with Section 24HA of the Native Title Act 1993 (Cth), the non-extinguishment principle applies.
- T31 The lessee must not in any way interfere with any navigation mark or light erected on the leased land.
- T34 The lessee must supply, install and maintain, at the lessees' expense, any navigation lights, buoys, marks and warning signs which the Regional Harbour Master considers necessary.
- T35 All works constructed in, on, over, through or across and below high water mark within the leased land must be maintained.
- T36 The lessee must at all times take the necessary precautions to ensure that all lights on or above the leased land are shielded to prevent glare or reflection which may interfere with safe navigation of surrounding waterways or with reasonable enjoyment of neighbouring properties .
- T38 The lessee must, take all reasonable action to ensure that all vessels attached to moorings within the boundaries of the leased land must be moored wholly within such boundaries and that such vessels or any part/s thereof must not encroach beyond the boundaries of the leased land.
- T39 The lessee must, at the lessees' expense, maintain a depth of water within the leased land including the basin area and access channels sufficient to allow such waters to be freely navigated at the developed depths at all stages of the tide by the classes of the vessels using the facilities situated therein and should any dredging be required to maintain such depth of water, then the lessee must, at the lessees' expense, be responsible for obtaining the relevant statutory approvals required to permit the carrying out of such dredging and disposal of dredge spoil .

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U44 The leased land must only be used in conjunction with Lot 4 on SP128032.

U46 The lease is tied to Lot 4 on SP128032 and separate transfers are not allowed.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 40060677

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

** End of Current State Tenure Search **

Information provided under section 34 Land Title Act(1994) or section 281 Land Act(1994)

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Requested By: D APPLICATIONS QLD GLOBE