

Annexure 7.1

Native Title Assessment Form

This annexure provides a template Native Title Assessment Form to record your native title assessment for a proposed dealing.

To help you complete this Native Title Assessment Form, some of the Modules (eg. Module BA) contain example extracts of this form.

If you have any queries in relation to using this form, please contact your NTCO. If your NTCO is unsure how to proceed, Indigenous Services should be contacted for advice.



QNTIME

Remember to –

- record your tenure and use findings as **research items** in the research layer in QNTIME; and
- request a **conclusion** be published in QNTIME for any research item you have assessed to be a previous exclusive possession act (PEPA).

Native Title Assessment Form

Information about this Form –

1. This form is mainly based upon the *Path through Native Title Assessment*.
2. To correctly complete this form, you will need to have read the relevant Modules of the Procedures.
3. Complete each part of the **Assessment Section** until you reach a **Go to Reason for Decision**, and then complete the **Decision Section** at the end of this form.
4. Where there is a check box, make your selection by clicking on the box. Insert all relevant information in the appropriate table field.
5. Where a Module only applies to part of your proposed dealing area, ensure you have ticked the "Part of the proposed dealing area" box. Proceed through the form for the balance of your proposed dealing area. In this instance, a diagram should be attached to identify and to distinguish between the different areas.



Please ensure this assessment is still correct at the time you do the dealing.

Assessment Section

Module AA. Proposed Dealing

Issue of a Term Lease

Proposed Dealing Area

Lot(s)/Plan(s): Land below the high water mark adjoining Lot 1 on RP897334 & Lot 8 on CP895066

Parish: Cleveland **County:** Stanley

Current Status: Canal

Locality Description: Raby Bay Marina, Masthead Drive, Cleveland

Attached Plan/Map: RP897334 & CP895066

Module AB. Is this a dealing that can proceed without further reference to native title?

- Yes**
- Dealing is within a QNTIME conclusion boundary [C/]. Go to Module BB (if conclusion based on Module BA).
- Dealing is not a future act, ie. it is listed in Part 2
- Activities done in accordance with a valid lease, licence, permit or authority
- Emergency action

Go to **Reason for Decision**

No

Module AC. Is there a registered ILUA that covers the proposed dealing?

- Yes – Go to Reason for Decision Part of the proposed dealing area
- No

Module AD. Is there a determination of native title that covers the proposed dealing area?

- Yes – Go to Reason for Decision Part of the proposed dealing area
- No

IF YES, does the determination state that native title does **not** exist over the proposed dealing area?

- Yes – Go to Reason for Decision
- No - Go to **Modules F to N** section of this Form as native title exists over the proposed dealing area unless subsequently extinguished by a later act.

Module BA. Is there or has there been a valid grant or vesting of exclusive possession over the proposed dealing area?

- Yes – Go to Module BB Part of the proposed dealing area
- No – Go to Module CA

Module BB. Can the extinguishing effect of the PEPA / QNTIME Conclusion be relied upon?

- Yes – Go to Reason for Decision
- No

Module CA. Is there or has there been a valid public work over the proposed dealing area?

- Yes – Go to Reason for Decision Part of the proposed dealing area
- No

Module CB. Is there or has there been an area dedicated or declared as road over the proposed dealing area?

- Yes Part of the proposed dealing area
- No

IF YES, can the dedication/declaration be relied upon to carry out the proposed dealing?

- Yes – Go to Reason for Decision
- No

Module D. Is the area subject to other works that were done under the authority of the Crown, ie. (private works)?

- Yes** Part of the proposed dealing area
- No**

IF YES, can I proceed with my dealing on the basis of the works?

- Yes** – Go to **Reason for Decision**
- No**

Module E. Information Module ONLY regarding past and intermediate period acts

Proceed to Modules F to N.

Modules F to N. Do the future act sections apply to your proposed dealing?

- Yes** Part of the proposed dealing area

Which future act provision and Module applies

Section/s:

Modules:

Go to **Reason for Decision**

- No** Your only options now are –
- an ILUA (Module Q); or
 - a non-claimant application (Module R).

Can a non-claimant application be made?

- Yes**
- No** – Your only option is an ILUA.

Go to **Reason for Decision**

Decision Section

Reason for Decision

Reasons

Module BA – The Tenure History revealed a previous grant of exclusive possession, which covers the subject area. The subject area was part of Development Lease 9 TR: 17714191 being Lot 117 on SL9270, which was the entire basin/ canal network of Raby Bay (which was man-made) and previously constructed under Development Lease 9 pursuant to section 214 of the *Land Act 1962*. The lease was issued on the 25 September 1980.

Module BB - The extinguishing effect of the PEPA can be relied upon. Under Module BA, there has been a valid grant or vesting of exclusive possession over the proposed dealing area. The interest was granted before 23 December 1996; therefore the extinguishing effect of the Deed of Grant can be relied upon

Research Details:

| Lot/Plan, Seg/Par | Source | Date of Effect | Comments/Details |
|-------------------|--------|----------------|---|
| Lot 117 on SL9270 | SL9270 | 25/09/1980 | Development Lease 9 issued to Civic Projects (Raby Bay) Pty Ltd on 25/09/1980 |

Native Title Parties & Procedural Rights (if relevant)

| Types of native title parties | Names of native title parties | Procedural rights to be provided to the native title parties |
|--|-------------------------------|--|
| Registered Native Title Body Corporate | | |
| Registered Native Title Claimants | | |
| Native Title Representative Body | | |

- Proceed (first providing any relevant procedural rights)
- Send to NTCO
- Send to Indigenous Services through NTCO

Name, title and signature of officer making this assessment –

Name: Judi Howard

Title: Land Administration Officer

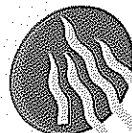
Department/Agency: Department of Environment & Resource Management

Signature:

Date:

Don't forget to:

- 1) Enter your research into QNTIME.
RB / ____
RI / _____
- 2) Request a conclusion be published where you found a PEPA.



Author Desley Peckham
File / Ref number 2011/006548
Directorate / Unit State Land Asset Management
Phone (07)38848068

Department of
Environment and Resource
Management

25 October 2011

Mr s.73 Irreleva
Port Binnli Pty Ltd
Locked Bag 7001
CHERMSIDE CENTRE QLD 4032

Dear Mr s.73 Irrele

**APPLICATION TO LEASE STATE LAND BELOW HIGH WATER MARK
ADJACENT TO LOT 8 ON CP895066**

The Department hereby acknowledges receipt of your application of 13 October 2001. Processing of your application has commenced. If further information is required, we will contact you in due course.

If you wish to discuss this matter please contact Desley Peckham on (07)3884 8068.

All future correspondence relative to this matter is to be referred to the contact Officer at the address below or by email to SLAM-Beenleigh@derm.qld.gov.au. Any hard copy correspondence received will be electronically scanned and filed

Please quote reference number 2011/006548 in any future correspondence.

Yours sincerely

sch4p4(6) Personal info

Desley Peckham
Land Administration Officer

Office :
DERM Beenleigh
Dnr Building
32 Tansey Street
Beenleigh QLD 4207

Postal :
DERM Beenleigh
PO Box 1164
Beenleigh
4207 QLD

Telephone : (07)38848068
Fax: (07)38848024

Date : 13/09/2013 12:48:20 PM

From : [s.73 Irrelevant infor](#)

To : "Howard Judi"

Subject : RE: 2011/006548

Attachment : [img-913124801-0001.pdf](#); [image001.png](#); [image004.jpg](#);

Dear Judi,

Please find attached letter in response to your 16 July request for information.

Kind Regards,

[s.73 Irrelevant](#)


NorthEast
BUSINESS PARK


Port Binnli
GROUP

Phone: (07) 3851 5300 Fax: (07) 3851 3009 Mail: PO Box 71, Arana Hills, Qld 4054

From: Howard Judi [mailto:Judi.Howard@dnrm.qld.gov.au]

Sent: Tuesday, 16 July 2013 2:09 PM

To: [s.73 Irrelevant](#)

Subject: RE: 2011/006548

Hi [s.73 Ir](#)

The principle Valuer has requested that you provide the names of marinas you are referring to below and if possible the Lot/plan descriptions.

The time frames will be once I have valuation, I will prepare a submission for approval to send the letter of offer, which will contain requirements such as payment of any money owed (within in twenty business days) and providing a survey plan of the new lease area (60 business days), once all the requirements have been met, the lodgement and registration of the survey plan in the titles office amends the lease area. A review of the conditions will also be completed.

Regards

Judi Howard

Land Administration Officer
Land Management Beenleigh
Department of Natural Resources and Mines
PO Box 1164 Beenleigh 4207
phone: 07 3884 8047 facsimile: 07 3884 8079
judi.howard@dnrm.qld.gov.au
www.dnrm.qld.gov.au

Work Safe, Home Safe

From: [s.73 Irrelevant information@portbinnli.com](#)]

Sent: Tuesday, 16 July 2013 10:08 AM

To: Howard Judi

Subject: RE: 2011/006548

Hi Judi,

Could we please proceed with an amendment of the existing lease area to maintain the entire facility on one lease. Would you be able to outline the process and approximate timeframes that facilitates the amendment?

RE: the valuation, could you please benchmark the new proposed overall lease amount against the rate being charged by the State Government in facilities with similar uses nearby such as Wynnum Manly? The disparity in lease rates between Raby Bay Marina and other facilities nearby is of significant concern to us. I understand that the seabed lease rate at Raby Bay Marina is currently in the vicinity of 300% higher (per berth) than marina facilities we are trying to compete with nearby. I am keen to seek a resolution for this problem in conjunction with the lease amendment process.

Kind Regards,

[s.73 Irrelevant](#)

Port Binnli Pty Ltd

Our office has moved! Please note our new contact details below;

Phone: (07) 3851 5300

Fax: (07) 3851 3009

21-305

File A

Page 8 of 168

From: Howard Judi [<mailto:Judi.Howard@dnrm.qld.gov.au>]

Sent: Tuesday, 18 June 2013 10:30 AM

To: [s.73 Irreleva](#)

Subject: 2011/006548

Hi [s.73 Ir](#)

Just an update for the new Term lease in Endeavour Canal at Cleveland, I have requested the valuation, would you be able to confirm for me please if you require a new lease for the new area or would you like the existing lease area amended (I can amend the existing lease to include the new area), I have the two options available, if you request an new lease there will be a covenant tying both lease areas together and the new lease will have the same end date as the existing lease.

Please let me know what option you would prefer.

Thanks

Judi Howard

Land Administration Officer
Land Management Beenleigh
Department of Natural Resources and Mines
PO Box 1164 Beenleigh 4207
phone: 07 3884 8047 facsimile: 07 3884 8079
judi.howard@dnrm.qld.gov.au
www.dnrm.qld.gov.au

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13 September 2013

Department of Natural Resources and Mines
PO Box 1164
BEENLEIGH QLD 4207

Attention: Judi Howard

Dear Judi,

Please find below response to your email of 16 July, requesting information to be considered in determining the seabed lease rate for Raby Bay Marina.

We understand that approved seabed lease rates in Wynnum Manly Boat Harbour are approximately as follows;

| Boat / Berth type | Rate per annum |
|-----------------------------------|----------------|
| Monohull up to 12 metres | \$452 |
| Monohull 12.1 metres to 15 metres | \$515 |
| Monohull 15.1 metres and greater | \$614 |
| Multihull (any length) | \$715 |

I note that the existing seabed lease at Raby Bay Marina currently costs approximately \$172,000 per annum, accommodating a total of 75 berths in the marina.

A summary of the rates above reveals the serious disadvantage Raby Bay Marina is at with regard to the annual costs for the seabed lease;

| | |
|-----------------------------------|-----------------------------|
| Wynnum Manly Boat Harbour Average | \$576 per berth per annum |
| Raby Bay Marina Average | \$2,293 per berth per annum |

Port Binnli seeks a seabed lease rate that allows a level playing field in our efforts to compete with our nearest competitors.

Accordingly, I proffer a rate of \$52,000 per annum as a revised Raby Bay Marina seabed lease rate.

This figure is based on \$576 per berth for a revised total of 91 berths (incorporating the existing 75 berths + 16 new berths proposed to be constructed in the additional area of seabed).

Thank you for your ongoing assistance and please contact me if you would like to discuss further.

Kind Regards,

s.73 Irrelevant information

Port Binnli Group

Date : 9/02/2012 8:42:06 AM

From : "Howard Judi"

To : "'Glen.N.Hale@msq.qld.gov.au'"

Subject : FW: 2011/006548 Views Request

Attachment : DWG 11_280.pdf;SmartMap for 1 RP897334.pdf;aerial view of marina[1].pdf;Proposed Marina Dev Project[1].pdf;
Good Morning Glen

I hope the attached drawing will provide you with the required information, I have listed below some additional information from the application:-

The current leased area has the following existing improvements

- Fuel Dock for up to 4 Vessels
- Marina facilities comprising 3 individual fingers of pontoon berths, providing wet berthing for a total of up to 75 vessels
- Access gangways with secure private access

the improvements on the adjoining freehold property which are essential to the operation of the marina

- Pathway access to the pontoon berths
- Electricity, sewerage, reticulated water, telephone and garbage collection services are connected to the property
- Single story building providing toilets and showers for use by marina users
- Car parking for marina users

This application is for the issue of tenure (term lease), the applicant is required to have tenure before a development application can be lodged, not sure if you receive development applications as a concurrency agency in the assessment of the development application, more information is provided within the development application stage, we do not receive this information for the issue of tenure.

I hope this information helps

Regards

Judi Howard

Land Administration Officer

Land Management Beenleigh

phone: 07 3884 8047 facsimile: 07 3884 8024

Email: judi.howard@derm.qld.gov.au

www.derm.qld.gov.au

Department of Environment & Resource Management

PO Box 1164 Beenleigh 4207

32 Tansey Street Beenleigh

From: Glen.N.Hale@msq.qld.gov.au [mailto:Glen.N.Hale@msq.qld.gov.au]

Sent: Wednesday, 8 February 2012 11:51 AM

To: Howard Judi

Subject: Fw: 2011/006548 Views Request

Good morning Judi

MSQ will require full details of the design of the marina extension before providing comment on this proposal. There are critical standards of design for the layout of marinas that need to be assessed concurrently to the associated lease area.

Kind regards,

Glenn Hale

Assistant Harbour Master (Brisbane) | Marine Operations (Brisbane)

Maritime Safety Queensland | Department of Transport and Main Roads

Floor 1 | Pinkenba Marine Operations Base | MacArthur Avenue East | Pinkenba Qld 4008


Macarthur Avenue East | Pinkenba Qld 4008

P: (07) 38603552 | F: (07) 38603571

E: glen.n.hale@msq.qld.gov.au

W: www.msq.qld.gov.au

Tomorrow's Queensland: strong, green, smart, healthy and fair - www.towardQ2.qld.gov.au

 Please consider the environment before printing this email

— Forwarded by Adrian M Hawes/cp3/qdot/au on 02/02/2012 09:27 PM —

From: Richard C Johnson/cp3/qdot/au

To: Adrian M Hawes/cp3/qdot/au@qdot

Date: 22/11/2011 03:32 PM

Subject: Fw: 2011/006548 Views Request

21-305

File A

Page 11 of 168

Regards,

Captain Richard C Johnson
Regional Harbour Master (Brisbane) | Marine Operations (Brisbane)
Maritime Safety Queensland Division | Department of Transport and Main Roads

Floor Gr | Pinkenba Marine Operations Base | MacArthur Avenue East | Pinkenba Qld 4008
Macarthur Avenue East | Pinkenba Qld 4008
P: (07) 38603552 | F: (07) 38603571
M: 0419600261
E: richard.c.johnson@msq.qld.gov.au
W: www.transportandmainroads.qld.gov.au

 Please consider the environment before printing this email

— Forwarded by Elizabeth L Van Der Hout/cp3/qdot/au on 22/11/2011 03:32 PM —

From: "Howard Judi" <Judi.Howard@derm.qld.gov.au>
To: <TelstraProperty.DERM@apjll.com>, <property@energex.com.au>, <richard.c.johnson@msq.qld.gov.au>, <propsearch@powerlink.com.au>
Date: 22/11/2011 03:20 PM
Subject: 2011/006548 Views Request

Hello

Application for a Term Lease adjoining Lot 8 on CP895066

Your views and/or requirements are requested in respect of the application for a Term Lease adjoining Lot 8 on CP895066.

The proposed lease area is for the purpose of an extension of the Raby Bay Marina. The proposal involves the construction of sixteen new wet berths for the secure berthing of private marine vessels within Endeavour Canal, Raby Bay. The applicant has stated that the associated amenities required to service and support the new berths already exists within the current adjoining lease area and these facilities have the capacity to support the additional sixteen berths without further alterations or further improvements.

The enclosed drawing 11/280 and Smartmap show the subject land and surrounding locality.

Please advise the Department of your views or requirements that the department should consider when assessing this application.

Objections to the application, and any views or requirements that may affect the future use of the land should be received by close of business on **28 February 2012**. If you offer an objection to the application, a full explanation stating the reason for such an object should be forwarded to this Office.

If you wish to provide a response but are unable to do so before the due date, please contact the author before the due date to arrange a more suitable timeframe. If a response is not received by the due date and no alternative arrangements have been made, *it will be assumed you have no objections or requirements in relation to this matter*.

This information has been provided to you in confidence for the purpose of seeking your views on this matter. It is not to be used for any other purpose, or distributed further to any person, company, or organisation, without the express written permission of the department.

If you wish to discuss this matter please contact Judi Howard on 38848047.

All future correspondence relative to this matter is to be referred to the contact Officer at the address below or by email to judi.howard@derm.qld.gov.au. Any hard copy correspondence received will be electronically scanned and filed. For this reason, it is recommended that any attached plans, sketches or maps be no larger than A3-sized.

Please quote reference numbers 2011/006548 in any future correspondence.

Yours sincerely

Judi Howard

Land Administration Officer

Land Management Beenleigh

phone: 07 3884 8047 facsimile: 07 3884 8024

Email: judi.howard@derm.qld.gov.au

www.derm.qld.gov.au

Department of Environment & Resource Management

PO Box 1164 Beenleigh 4207

32 Tansey Street Beenleigh

+-----+

Think B4U Print

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3 sheets of A4 paper = 1 litre of water

+-----+

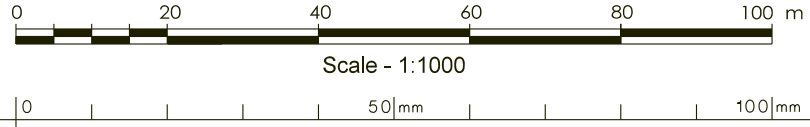
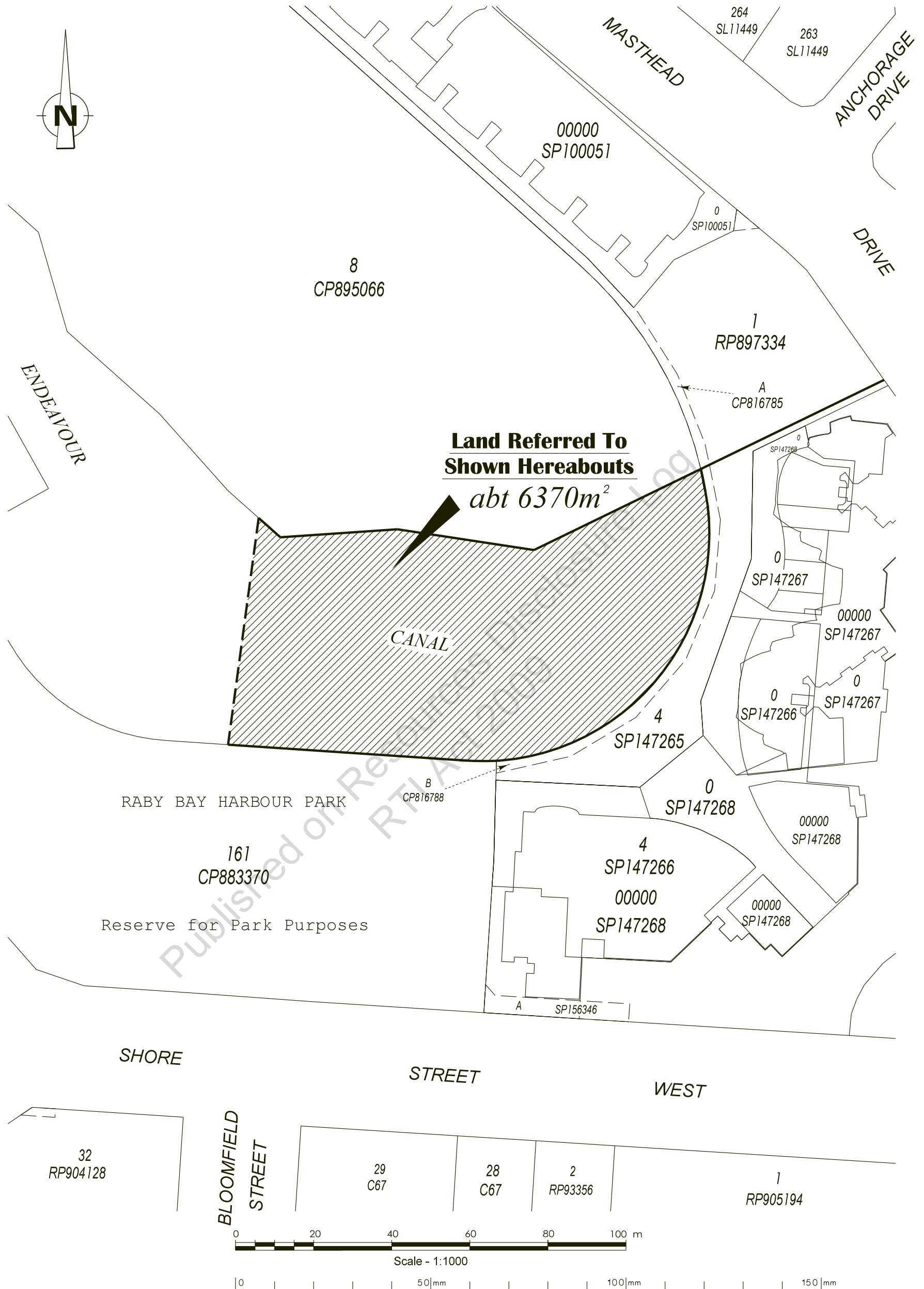
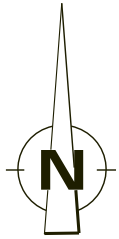
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Prepared by
 IPSWICH OFFICE
 PLANNING & ASSESSMENT
 SOUTH EAST REGION
 DEPT OF ENVIRONMENT and
 RESOURCE MANAGEMENT

LEVEL 1
 TOWER CENTRAL
 IPSWICH Q 4305

LAND REFERRED TO SHOWN

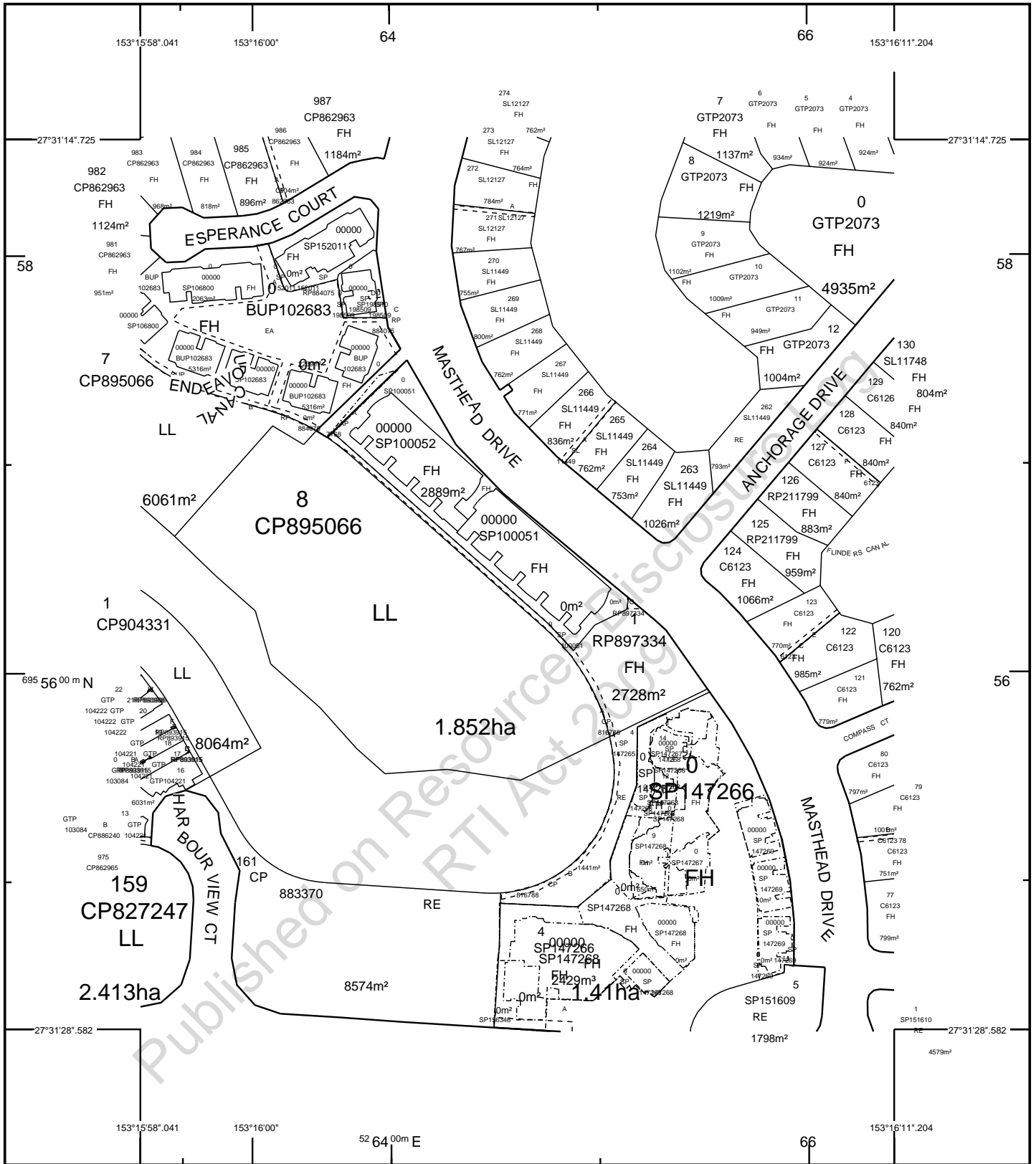


PARISH : CLEVELAND COUNTY : STANLEY
 LOCALITY : CLEVELAND LOCAL AUTH : CITY OF REDLAND

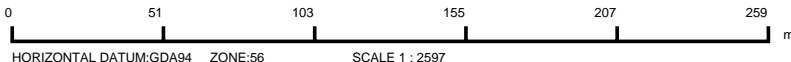
PROPOSAL

Scale: 1 : 1000
 NOTE: A4 copy is reduced

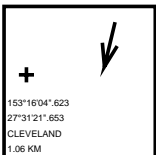
DWG 11/280



STANDARD MAP NUMBER
9542-14442



MAP WINDOW POSITION & NEAREST LOCATION



SUBJECT PARCEL DESCRIPTION

| | |
|------------------|--------------------|
| DCDB | 1/RP897334 |
| Lot/Plan | 2728m ² |
| Area/Volume | FREEHOLD |
| Tenure | REDLAND CITY |
| Local Government | CLEVELAND |
| Locality | CLEVELAND |
| Parish | STANLEY |
| County | 54498/243 |
| Segment/Parcel | |

CLIENT SERVICE STANDARDS

| | |
|---|------------|
| PRINTED (dd/mm/yyyy) | 25/10/2011 |
| DCDB | 24/10/2011 |
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| For further information on SmartMap products visit http://nrw.qld.gov.au/property/mapping/blinmap | |

SmartMap

An External Product of
SmartMap Information Services
Based upon an extraction from the
Digital Cadastral Data Base



**Queensland
Government**

(c) The State of Queensland,
(Department of Environment
Resource Management) 2




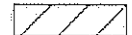


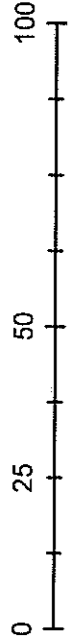
21-305

Released

**RABY BAY MARINA
EXTENSION PROPOSAL**

LOCATION DIAGRAM

-  Existing Lease Area
Lot 8 on CP895066
1.85 Hectares
-  Proposed Lease Extension Area
0.5 Hectares
-  Lot 1 on RP897334
Freehold Property owned by
Port Binnli - location of land-based
facilities servicing the marina.
-  Lot 161 on CP883370 &
Lot 4 on SP147265
Reserve for Park and Recreation



SCALE IN METRES

**SCALE AT A3 SIZE
1: 1,250**

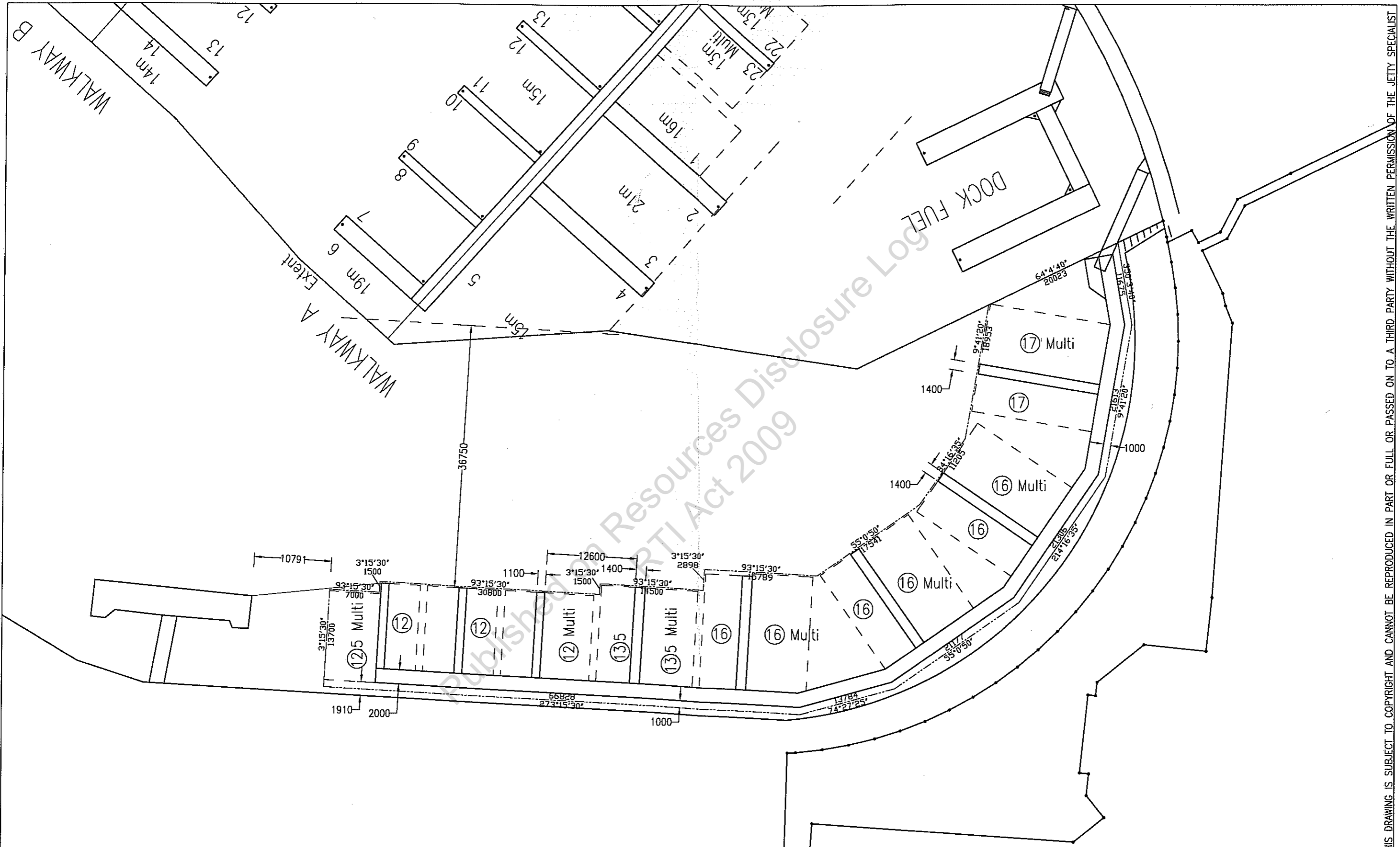
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Image captured 16/07/2010



30 11100 6548



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| | | | |
|-----|---------|----------------------|------|
| REV | DATE | AMENDMENT | REQD |
| 1 | 23/9/08 | LEASE BOUNDARY ADDED | JSP |

THE MARINA SPECIALIST
 TRADING AS THE **JETTY SPECIALIST**
 ACN 010633119
 2 INDUSTRIAL AVE
 CALOUNDRA
 QLD. AUSTRALIA 4551
 PHONE (07) 5492 5925
 FAX (07) 5492 6699

Cardno
 Cardno (Qld) Pty Ltd
 ACN: 051 074 992
 Level 1, 5 Gardner Close, Milton 4064
 P.O. Box 388, Toowong 4066.
 Ph (07) 3369 9822
 Fax (07) 3369 9722
 Email: cardno@cardno.com.au

CHECKED: _____ R.P.E.Q. DATE: _____

CLIENT: PORT BINNLI P/L

PROJECT: PROPOSED MARINA DEVELOPMENT PROJECT

| | | | |
|-----------------------|----------------|-------------------------|--|
| TITLE: LAYOUT DRAFT 2 | | DRAWING NO: JSP-SM-1160 | |
| SCALE: 1:500 | DATE: 16/9/08 | ISSUE: DRAFT A A3 | |
| DRAWN: M.A. | CHECKED: _____ | DIMENSIONS: MILLIMETRES | |

LISTING OF ADMINISTRATIVE AREAS

LOT NUMBER: 8 PLAN NUMBER: CP895066




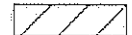
| Admin Area Name | Admin Area Type |
|--|--|
| BOWMAN | ELECTORAL BOUNDARY - FEDERAL |
| CLEVELAND | ELECTORAL BOUNDARY - STATE |
| SOUTH EAST | DERM REGION |
| BRISBANE | MINING DISTRICT |
| LOGAN WATER RESOUCE PLAN AREA | WM WATERACT00 S038 WATER RESOURCE PLAN |
| LOGAN WRP SUBCATCHMENT 10 | WM WATERACT00 S038 WATER RESOURCE PLAN |
| SEQ REGIONAL PLAN BOUNDARY (JULY 2009) | SOUTH EAST QUEENSLAND REGIONAL PLAN |
| REDLAND CITY | LOCAL GOVERNMENT |
| CLEVELAND, REDLAND CITY | LOCALITY |

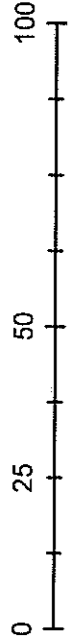
Note :- Client should contact Data Custodian for a particular Administrative Area to verify the authenticity of the information.

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**RABY BAY MARINA
EXTENSION PROPOSAL**

LOCATION DIAGRAM

-  Existing Lease Area
Lot 8 on CP895066
1.85 Hectares
-  Proposed Lease Extension Area
0.5 Hectares
-  Lot 1 on RP897334
Freehold Property owned by
Port Binnli - location of land-based
facilities servicing the marina.
-  Lot 161 on CP883370 &
Lot 4 on SP147265
Reserve for Park and Recreation



SCALE IN METRES

**SCALE AT A3 SIZE
1: 1,250**

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Photomaps by Nearmap
Image captured 16/07/2010



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OVERVIEW

Subject to compliance with the Offer Requirements as set out in this document, in principle approval will be sought to amend Term Lease 234412, over Lot 8 on CP895066, by inclusion of an additional area as shown on DWG 11/280.

Your completion and return of this form together with payment of the attached account constitutes written agreement to the offer and the subsequent amendment of Term Lease 234412.

OFFER REQUIREMENTS

This offer will lapse unless the following items are lodged by the specified time, with the DNRM Beenleigh Office –

FIRST STAGE:

1. This approval is subject to the Development Application lodged with Redland City Council being finalised, and conditions imposed by Council's investigation of the Material Change of Use (MCU) application will be included as the term lease conditions, as per council's letter dated 3 June 2013.
2. Ensure the completion of the attached Agreement by all proposed tenure holders or their authorized representatives and submit to the writer.

Once the MCU application and prescribed tidal works application for the amended lease area has been approved by the Redland City Council, supply additional comments to this office from the Redland City Council in relation to any additional conditions to be included in the lease and also the final lease area.

At this stage the department will formally advise you of any lease condition amendment necessary, and also determine the final lease area as a result of the MCU application.

SECOND STAGE :

3. Lodge in this office (Not the titles office) a survey plan providing for the subject area as a new lot adjoining Lot 8 on CP895066 as illustrated on the attached departmental drawing 11/280. A cheque for the Lodgement fees for the survey plan (currently \$355.40) will be required to be lodged in this office also.

Private arrangements should be made with a licensed surveyor for preparation of the plan. Should the surveyor have any doubts as to plan requirements he should contact the Department's Senior Surveyor on 07 3884 8078.

The **Agreement to Amend a Term Lease** must be returned to the department by close of business on 22 November 2013, otherwise this offer will lapse.

Compliance with the "first stage" of this offer must be satisfied by close of business on 24 January 2014 otherwise this offer will lapse.

If you believe you will be unable to comply with **any of** the conditions of this offer by the due dates, you should apply in writing for an extension of time. Any application for extension of time is to be made **before** the offer lapses and must address the following -

- what action you have taken to comply with the offer conditions; **AND**
- why the condition/s cannot be complied with by the due dates; **AND**
- the time for which the extension is requested, including reasons for the amount of time required.

Note - if you do not apply for an extension of time the offer lapses, you will need to make a fresh application and pay the required application fee. If the new application is accepted, the application will be re-investigated and include re-assessment of all conditions and requirements applicable to the dealing. This re-investigation may also result in the application being refused.

PURPOSE AND CONDITIONS

The existing purpose and conditions for Term Lease 234412 will remain unchanged, but may be subject to amendment based upon the outcome of the Material Change of Use application with the Council.

PARTICULARS OF LAND

Tenure Type - Existing Term Lease to be amended

Description - Area to be added as shown on DWG 11/ 280

RENT

Rental periods for a Term Lease are annual (1 July – 30 June). Invoices for payment of the rent are usually sent out by the department before the last week of July each year.

Unless the rent is set, the rent for a Term Lease is calculated by multiplying the valuation of the land for rental purposes by the percentage rate for the category of the Term Lease, as prescribed in the current Land Regulation.

The rental valuation is subject to reassessment each year in accordance with the *Land Valuation Act 2010*.

PLAN REQUIREMENTS

**** PLEASE NOTE** - The plan is a second stage requirement to the offer, and should not be prepared until after the MCU application is finalized, and you are further advised by the department to proceed.**

The department requires a plan to be prepared at your expense to satisfy the requirements of this offer and arrangements should be made with a Registered Consulting Surveyor to prepare the plan. A cheque for the lodgement fees for the survey plan (currently \$355.40) will be required to be lodged in this office also.

The plan must show the subject area included as a new Lot adjoining Lot 8 on CP895066 as illustrated on the attached departmental drawing 11/280.

Private arrangements should be made with a licensed surveyor for preparation of the plan. Should the surveyor have any doubts as to plan requirements he should contact the Department's Senior Surveyor on 07 3884 8078

APPROVALS AND/OR REQUIREMENTS OF THE COMMONWEALTH, STATE OR LOCAL GOVERNMENT

It should be noted that whilst the Term Lease will issue for marine facility purposes, it is the lessee's responsibility to ensure that all other necessary approvals and/or requirements of the Commonwealth, State or local government in respect of the use of the area are obtained and/or satisfied.

A Term Lease may be subject to rates which are charged by the local government.

FOREIGN OWNERSHIP

Your attention is drawn to the requirements of the *Foreign Ownership of Land Register Act 1988* that a foreign person (as defined in that Act) or a trustee of a foreign person or foreign trust, must lodge a Notification of Ownership Form for each interest acquired. No fee is payable and further enquiries should be directed to the Foreign Ownership of Land Registry on (07) 3227 7262.

If you are a permanent resident of Australia, an Australian Citizen or wholly owned Australian Company, there is no requirement for you to take further action in this matter.

CONTAMINATION

Landowners and occupiers of land have a responsibility under section 371(1) of the *Environmental Protection Act 1994* to notify the administering authority within 22 business days if they become aware that a notifiable activity is being carried out on the land.

There are penalties for landowners under section 371 of the *Environmental Protection Act 1994* for not complying with the responsibility to notify.

For more information visit the EHP website: www.ehp.qld.gov.au; or contact Waste and Land Contamination Assessments, Department Environment and Heritage Protection - email: WLCA@ehp.qld.gov.au

ABORIGINAL OR TORRES STRAIT ISLANDER CULTURAL HERITAGE

All significant Aboriginal and Torres Strait Islander cultural heritage in Queensland, is protected under the *Aboriginal Cultural Heritage Act 2003* and the *Torres Strait Islander Cultural Heritage Act 2003*, and penalty provisions apply for any unauthorised harm. Under the legislation a person carrying out an activity must take all reasonable and practicable measures to ensure the activity does not harm Aboriginal cultural heritage. This applies whether or not such places are recorded in an official register and whether or not they are located in, on or under private land.

Aboriginal cultural heritage which may occur on the subject land is protected under the terms of the *Aboriginal Cultural Heritage Act 2003* and *Torres Strait Islander Cultural Heritage Act 2003* even if DATSIMA has no records relating to it.

Please refer to the website -

<http://www.datsima.qld.gov.au/atsis/aboriginal-torres-strait-islander-peoples/indigenous-cultural-heritage> for a copy of the gazetted Cultural Heritage Duty of Care Guidelines which set out reasonable and practical measures for meeting the duty of care.

Further assistance or advice in relation to this matter please contact the Cultural Heritage Unit on (07) 3405 3050.

DECLARATION

The information provided in this Agreement to Offer and any attachments is authorised under the *Land Act 1994* and is being used to process your application. The department will endeavour to maintain the confidentiality of information relating to your application. However, consideration of your application may involve consultation with other parties and if so, details of your application may be disclosed to third parties. This information will not otherwise be disclosed outside of the department unless required or authorised by law such as under the *Right to Information Act 2009*. If the proposed Term lease issues, the details of the Term Lease, including the lessees will be registered in the Land Registry which is available to the public to search.

I/We agree, subject to compliance with the Offer Requirements, to the amendment of the Term Lease 234412 on terms and conditions stated in this document and note that this acceptance shall not be effective until I/We have complied with the Offer Requirements.

DECLARATION BY A CORPORATION

Executed for and on behalf of:

Corporation name

A.C.N or A.R.B.N No.

In accordance with section 127 of the *Corporations Act 2001*,

Dated

day of

Year

Name and Signature of authorised person/s

Note – Sole Directors simply insert name and sign as sole director. Other Companies require signature of two Directors or by a Director and Secretary. Where an attorney or other agent executes this Agreement on behalf of a company, the form of the execution must indicate the source of this authority and a certified copy of authority must be provided to the Department. A witness is only required for an attorney or other agent where the source of authority requires a witness.

In relation to this agreement to offer, it is recommended you seek independent legal advice.

Postal :

DNRM Beenleigh
PO Box 1164
Beenleigh QLD 4207

Email: SLAM-beenleigh@dnrm.qld.gov.au

Telephone : (07)3884 8047

Fax: (07)3884 8079

END OF DOCUMENT

Author: Judi Howard
File / Ref number 2011/006548
State Land Asset Management
Phone (07)3884 8047

24 October 2013

Port Binnili Pty Ltd
PO Box 71
ARANA HILLS QLD 4054

Attention: s.73 Irrelevant infor

Dear Mr s.73 Irrelev

Proposed Amendment of Area of Term Lease 0/234415 being Lot 8 on CP895066 within Endeavour Canal, Cleveland as shown on DWG 11/280

Reference is made to your application dated 13 October 2011 regarding the proposed amendment of area of term lease 0/234415 within Endeavour Canal, Cleveland as shown on DWG 11/280.

I wish to advise that in principle approval has been granted to seek the Governor in Councils approval for the amendment of Term Lease 0/234415 for the inclusion of about 6370m² adjoining Lot 8 on CP895066 as shown on Departmental drawing 11/280.

This offer is subject to the following requirements:-

Requirements: Prior to the amendment of Term Lease 0/234415, the applicant must:

FIRST STAGE:

1. This approval is subject to the Development Application lodged with Redland City Council being finalised, and conditions imposed by Council's investigation of the Material Change of Use (MCU) application will be included as the term lease conditions, as per council letter dated 3 June 2013.
2. Ensure the completion of the attached Agreement by all proposed tenure holders or their authorised representatives and submit to the writer

Once the MCU application and prescribed tidal works application for the amended lease area has been approved by the Redland City Council, supply additional comments to this office from the Redland City Council in relation to any additional conditions to be included in the lease and also the final lease area.

At this stage the department will formally advise you of any lease condition amendment necessary, and also determine the final lease area as a result of the MCU application.

SECOND STAGE:

3. Lodge in this office (Not the titles office) a survey plan providing for the subject area as a new lot adjoining Lot 8 on CP895066 as illustrated on the attached departmental drawing 11/280. A cheque for the lodgement fees for the survey plan (currently \$355.40) will be required to be lodged in this office also.

Private arrangements should be made with a licensed surveyor for preparation of the plan. Should the surveyor have any doubts as to plan requirements he should contact the Department's Senior Surveyor on 07 3884 8078.

Note: The amendment of Term Lease 0/234415 may be liable for rates, which are charged by the Local Authority. Furthermore, it will still be necessary for you to comply with all the requirements of the Local Authority including zoning and building permits etc. in respect of your proposed use of the area.

This offer will lapse unless:

- (a) By **20 Business days** you forward to this office items 2 & 3 – i.e., payment of the offer account, along with a copy of that account and executed Agreement
- (b) By **60 Business Days** all other Departmental requirements as detailed herein above have been complied with, i.e. item 1.

NOTE: If the abovementioned requirements are not met, this offer will lapse and if at a future date you wish to proceed with the amendment of Term Lease 0/234415, namely Lot 8 on CP895066, a fresh application for will be required to be lodged.

If you believe you will be unable to comply with any of the conditions of this offer by the specified date, you should apply in writing for an extension of time. Any application for an extension of time should be made **before** the offer lapses and must address the following -

- what action you have taken to comply with the offer conditions; **AND**
- why the conditions cannot be complied with by the due date; **AND**
- the time for which the extension is requested, including reasons for the amount of time required.

If you do not apply for an extension of time and the offer lapses a new application and application fee will be required. If you make a new application, the matter will be re-investigated and a new decision will be made that will include re-assessment of the land value and all conditions and requirements applicable to the dealing. This re-assessment may also result in the application being refused.

If you wish to discuss this matter please contact Judi Howard on (07)3884 8047. Please quote reference number 2011/006548 in any future correspondence.

All future correspondence relative to this matter is to be referred to the contact Officer at the address below or by email to judi.howard@dnrm.qld.gov.au . Any hard copy correspondence received will be electronically scanned and filed. For this reason, it is recommended that any attached plans, sketches or maps be no larger than A3-sized.

You may wish to seek your own legal advice with regard to this offer.

Yours sincerely

Judi Howard
Land Administration Officer

13 October 2011

Department of Environment and Resource Management
GPO Box 2454
BRISBANE QLD 4000

Attention: Michael Kelly and Diane McQuade

Dear Michael and Diane,

As discussed previously with s.73 Irrelevant (CEO, Port Binnli Group), please find attached the completed application forms and additional information for an application to lease state land. Port Binnli Pty Ltd is the lessee of the adjoining area described as Lot 8 on Plan CP895066 (title reference 40060948), and this application relates to our proposal to expand the Raby Bay Marina through the addition of a further 16 berths as shown on the attached plans.

There are a number of points that I believe are relevant when considering this application;

- Port Binnli is the long term lessee of the only adjoining title to the proposed lease area. As you know, our association with the adjoining land long precedes the current lease under the *Land Act 1994*. Port Binnli has held a lease over this land since 1996, previously through the relevant Port Authority under the *Transport Infrastructure Act 1994*.
- The proposed lease area has no dedicated access and is only readily accessible via our adjoining lease and freehold lot 1 on RP897334. Any alternative access would require arrangements to be made for access via reserve for park and recreation (lot 4 on SP147264 or lot 161 CP883370)
- There is no opportunity to provide the amenities and other services required for the proposed use in close proximity, other than from the adjoining facilities developed by Port Binnli in the previous marina development.
- It is my understanding that Native Title has been extinguished for the proposed lease area, as the entire marina basin / canal network is man-made, having been previously constructed under a development lease pursuant to section 214 of the *Land Act 1962*.

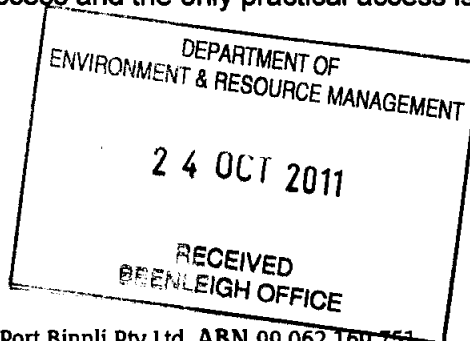
Port Binnli Pty Ltd is of the opinion that this proposal qualifies for a lease to be granted without competition under section 121(1)(b)(iii) of the *Land Act 1994*, as priority criteria (a) is applicable (as outlined in section 123);

- Port Binnli is the adjoining lessee, and leasing the land to anyone else would be considered inequitable.
- There is no dedicated access and the only practical access is through your adjoining land

Kind Regards,

s.73 Irrelevant information

Project Officer
Port Binnli Pty Ltd



Port Binnli Pty Ltd ABN 99 062 169 751

Telephone (07) 3621 3288 Fax (07) 3621 3277

Post Locked Bag 7001, Chermshire Centre, QLD 4032, Australia

Head Office Level 2, 956 Gympie Road, Chermshire, QLD 4032

www.portbinnli.com

Additional information to address questions from the part B application form (to purchase or lease state land)

13. List below ALL existing improvements on the current leased land

The current leased area has the following existing improvements;

- Fuel Dock for up to 4 vessels
- Marina facilities comprising 3 individual fingers of pontoon berths, providing wet berthing for a total of up to 75 vessels
- Access gangways with secure private access

It is also important to note the improvements on adjoining freehold property which are essential to the operation of the marina;

- Pathway access to the pontoon berths
- Electricity, sewerage, reticulated water, telephone and garbage collection services are connected to the property
- Single story building providing toilets and showers for use by marina users
- Carparking for marina users

The attached location diagram gives an aerial photo overlay of the improvements.

15. Provide details of the proposed use

This proposal is for an extension of the Raby Bay Marina. The proposal involves the construction of 16 new wet berths for the secure berthing of private marine vessels. The associated amenities required to service and support the new berths already exists (refer to the response to question 11 above) and these facilities have the capacity to support the additional 16 berths without alterations or further improvements.

16. Provide details to support your application

As mentioned in the introductory letter and supporting application material, it is appropriate for this application to be granted without competition. In relation to granting without competition, priority criteria (a) outlined in section 123 of the *Land Act 1994* apply;

- *The applicant is an adjoining registered owner or lessee, and selling or leasing to anyone else would be considered inequitable*
- *There is no dedicated access and the only practical access is through your adjoining land*

The land applied for cannot stand alone as a viable lot. This justification is identified as an example of situations in which priority criteria (a) is applicable, as outlined on page 7 of the applicable DERM policy document "*Allocation of Land in Priority in terms of the Land Act 1994*" (PUX/901/316 Version 2).

This application is for the expansion of the existing lease for a marine facility held by the applicant. This marine facility lease is the only adjoining tenured property to the land being

applied for, the full extent of which is below high water mark. The lease is serviced by a parent block of freehold land above high water mark which is owned by Port Binnli.

Page 3 of DERM's policy document "*Criteria and Method for Disposal of Unallocated State Land*" (PUX/901/315 Version 3), identifies that;

"Leases below high water mark at times have no dedicated access and are issued for use in conjunction with the adjoining land above high water mark. If they are considered separately to the parent dry land, there may be on going management difficulties."

As suggested by this statement from the policy document, there is no opportunity for the proposed lease area to be accessed from land (with adequate provision of necessary ancillary services) other than in association with Port Binnli's existing marina and accompanying land-based infrastructure.

Even if alternative access could be appropriately provided through the nearby recreation reserves, it would be inequitable to lease to anyone other than Port Binnli, as this would inevitably require access to carparking, ablutions and other services that can only be readily provided from Port Binnli's existing adjoining facilities.

Regarding Native Title;

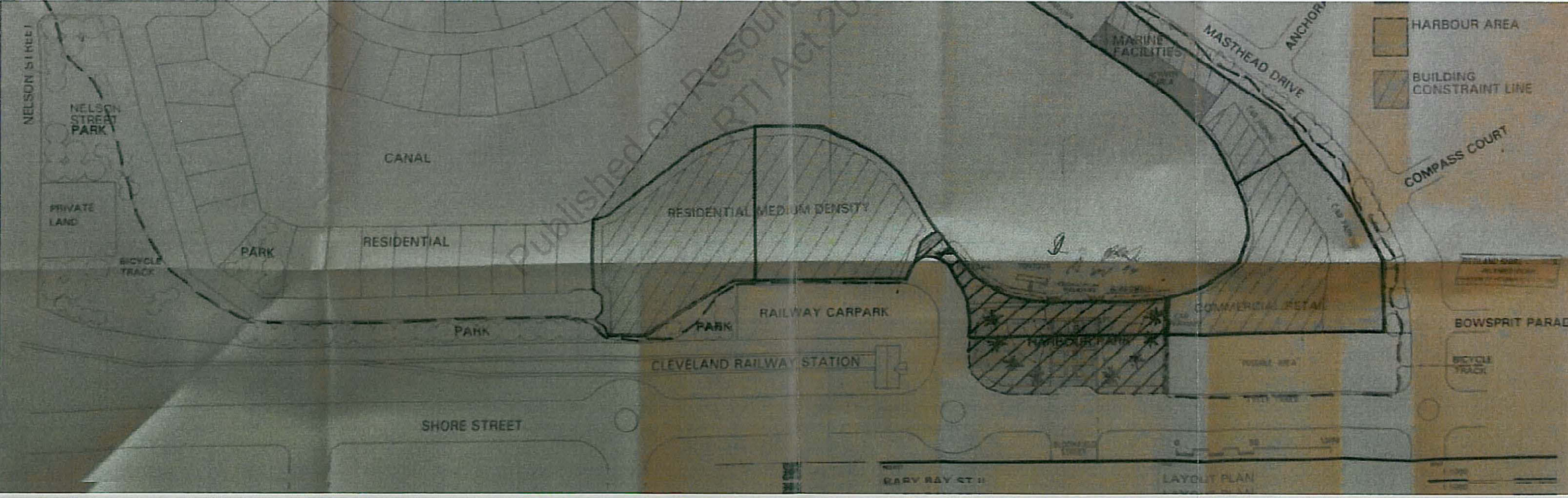
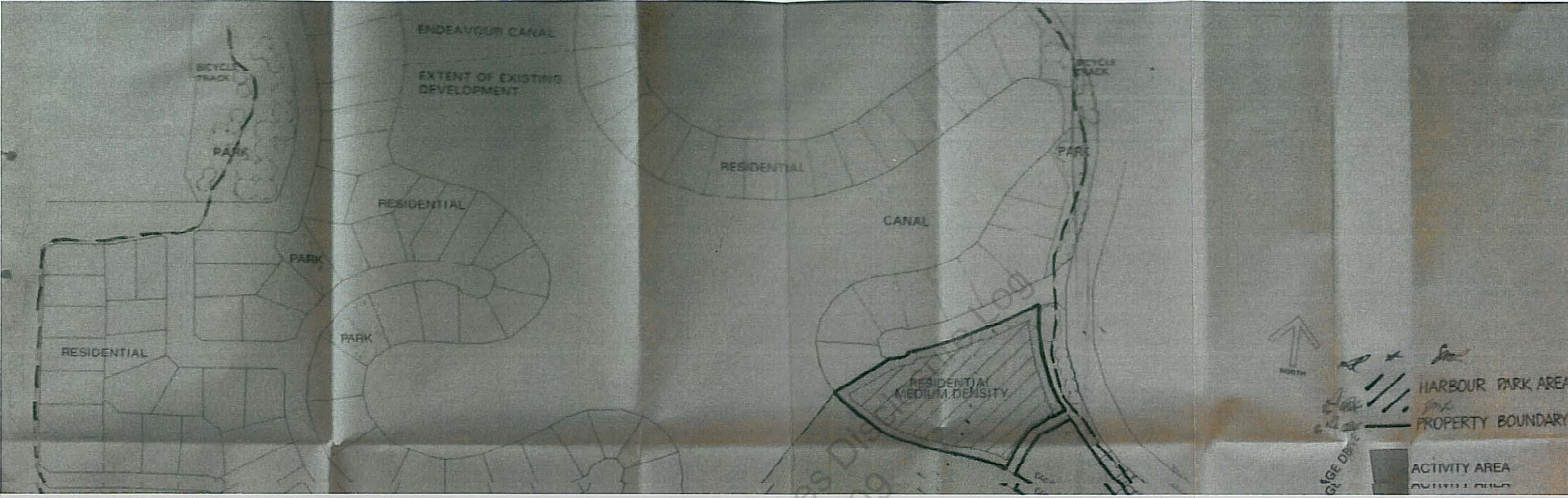
- As mentioned in the introductory letter, it is believed that Native Title has been previously extinguished over the proposed lease area. The marina basin and surrounding canal network is man-made, having been constructed in accordance with a previous development lease under the Land Act 1962. Copy of a deed of agreement between Civic Projects (Raby Bay) Pty Ltd and the Council of the Shire of Redland for this development is attached for your information.

17. Provide details of any additional information to support the application

The following supporting material is attached to the application;

- Map of the area proposed for lease
- Plan of the proposed layout of the marina expansion (drawing no. JSP-SM-1160)
- Copy of current lease documentation
- Copy of Deed of Agreement between Civic Projects (Raby Bay) Pty Ltd and Redland Shire Council

Published on Resources Disclosure Log
RTI Act 2009



Released

THIS DEED is made on

1993

BETWEEN CIVIC PROJECTS (RABY BAY) PTY. LTD. (ACN 010 076 203) of Masthead Drive, Raby Bay, Cleveland, Queensland ("Civic")

AND COUNCIL OF THE SHIRE OF REDLAND of Cleveland, Queensland ("Council").

RECITALS

- A Civic is the Lessee under Development Lease No. 9 pursuant to section 214 of the Land Act 1962.
- B Condition 9 of the second schedule to the Development Lease requires the Development Lease Land to be developed in accordance with the provisions of the deed of agreement made between Civic Projects Pty Ltd and the Council dated 25 October 1980 (the Original Shire Agreement).
- C The rights and obligations of Civic Projects Pty Ltd under the Original Shire Agreement were assumed and undertaken by Civic by deed of novation dated 30 September 1980.
- D Because of the long term nature of the development, it has been necessary from time to time to revise the terms of the deed of agreement to reflect changing circumstances. A deed of variation dated 6 December 1982 was entered into between Civic and the Council.
- E An extensive revision of the Original Shire Agreement occurred in 1987 and as a result Civic and the Council executed a new deed of agreement dated 27 November 1987. The 1987 Deed provided that the Development Area would be developed in accordance with the terms of the 1987 Deed which contains the Hulbert Plan.
- F In 1990 the parties varied the 1987 Deed by a deed of variation dated 20 July 1990.
- G Since the execution of the 1987 Deed and 1990 Deed major changes have been effected to the Council's Planning Scheme. As a result of those changes the development of the Development Area is governed by the table of zones applicable to the comprehensive development zone. That table of zones incorporates by reference the Supplementary Table of Zones in Development Control Plan 1, the Table of Elements in Development Control Plan 2 and the requirements of Development Control Plans 1 and 2 applicable to the Development Area. The Hulbert Plan is incorporated by reference in both Development Control Plans 1 and 2. The effect of the relevant provisions of the Planning Scheme applying to the development of Stage 11 are that Stage 11 can be developed without the consent of Council for any purpose that is:
 - (i) included in column II of the Supplementary Table of Zones within Development Control Plan 1 applicable to Stage 11 being, at the date of this Agreement, domestic etc. dwelling houses where not exceeding 2 storeys in height, parks and relatives apartments except where exceeding 40m² in floor area or where detached from a dwelling house;
 - (ii) included in column III of the Table of Elements within Development Control Plan 2 applicable to Stage 11 being, at the date of this Agreement, no use;

- (iii) included in column 2(b) of the Table of Elements within Development Control Plan 2 applicable to Stage 11 being no use as the Hulbert Plan by virtue of clause 2.1 no longer applies in respect of Stage 11; and
- (iv) (a) included in column III of the Supplementary Table of Zones within Development Control Plan 1 applicable to Stage 11 being any purpose that is not permitted by column II or prohibited by column IV or included in column 3 of the Table of Elements within Development Control Plan 2 applicable to Stage 11 being any purpose that is not permitted by column 2(a) or 2(b) or prohibited by column 4; and
- (b) shown on the Plan of Development being retail/commercial, marine facilities, residential medium density, residential, harbour park and Nelson Street Park; and
- (c) complies with the requirements of the Town Planning Scheme, Development Control Plan 1, Development Control Plan 2 and the Plan of Development.

E in accordance with the provisions of Council's Planning Scheme, Civic and the Council have agreed to replace the Revised Agreement and the Hulbert Plan as they apply in respect of Stage 11 with the Plan of Development which is the principal planning instrument with respect to the direction and regulation of the development of Stage 11.

I The parties agree that the Plan of Development for Stage 11 consists of:

- (i) the Deed of Agreement; and
- (ii) the Layout Plan.

J Civic and the Council acknowledge that this Agreement is subject to the consent of the Minister. Upon receipt of such consent, the Revised Agreement and this Agreement shall be deemed to be the deed of agreement referred to in the Development Lease.

OPERATIVE PROVISIONS

1 INTERPRETATION

1.1 Definitions

In this document:

"Agreement" means this Deed.

"Revised Agreement" means the 1987 Deed as varied by the 1990 Deed.

"Deed of Agreement" means the Revised Agreement as varied by this Agreement.

"1987 Deed" means the Deed of Agreement dated 27 November 1987.

"1990 Deed" means the Deed of Variation dated 20 July 1990.

"Harbour Area" means the area shaded on the Layout Plan.

* "Harbour Park area" means the area on the Layout Plan to be used for the purpose of the Harbour Park.

* "HARBOUR DEVELOPMENT AREA" MEANS THAT PART OF STAGE 11, HATCHED IN BLACK ON THE PLAN CONTAINED IN APPENDIX C.

"Hulbert Plan" means Concept Plan No. CP1 dated December 1986 (revised 11 December 1986) prepared by the Hulbert Group contained in the Third Schedule to the 1987 Deed.

"Layout Plan" means the plan prepared by Peddle Thorp Architects 915858 drawing no 5 issue G contained in Appendix A.

"Planning Scheme" means the planning scheme as defined in the Local Government (Planning and Environment) Act (as amended) for the Shire of Redland.

"Plan of Development":

- (a) has the meaning given to it in the Planning Scheme; and
- (b) in respect of Stage 11 comprises the Deed of Agreement and the Layout Plan.

"Stage 11" means that part of the Development Area set out in the Layout Plan.

"Stage" means, except in the case of Stage 11, the respective areas of land designated as stages on the revised staging plan contained in the fourth Schedule of the Deed of Agreement.

1.2 Headings

Headings do not affect the interpretation of this document.

1.3 Schedules

A reference to the Deed of Agreement includes a reference to all schedules and appendices of the Deed of Agreement.

1.4 Other Terms

Any expression contained in this Agreement which is defined in the 1987 Deed or the 1990 Deed shall bear the meaning so given in those deeds except where such expression is amended by this Agreement.

2 PLAN OF DEVELOPMENT

2.1 The parties acknowledge and agree that in accordance with the provisions of the Council's Planning Scheme the Revised Agreement and the Hulbert Plan as they apply in respect of Stage 11 are replaced by the Plan of Development, which is the principal planning instrument with respect to the direction and regulation of the development of Stage 11.

2.2 The Council acknowledges and agrees that in respect of any inconsistency between the requirements of the Town Planning Scheme and Development Control Plans 1 and 2 applicable to the development of Stage 11 and the development specifications contained in the Second Schedule of this Agreement, the abovedescribed requirements have in accordance with the provisions of the Town Planning Scheme and Development Control Plans 1 and 2, been varied or relaxed to the extent provided for in the development specifications contained in the Second Schedule of this Agreement.

3 VARIATION OF 1990 AGREEMENT

From the date of this Agreement, the Revised Agreement shall be varied as follows:

3.1 Clause 1(f). By insertion of the following at the end of the definition of development:

"but shall not include erection and construction of any fixed improvements or other works in respect of Stage 11 other than those set out below:

- (i) Construction of parks as shown in green on the Layout Plan;
- (ii) Bicycle tracks as shown in red on the Layout Plan; and
- (iii) Boardwalk/pontoon/termination structure as shown in blue on the Layout Plan.

The works in the Harbour Park area shall be constructed in accordance with a design complementary to and in keeping with the streetscape design for Bloomfield Street, Cleveland approved by the Council in February 1993. The design criteria set out in clause 3.2(C)(9) of the Second Schedule shall apply in respect of the works in the Harbour Park area."

3.2 Clause 1(g). By the replacement of this clause with the following:

"The term "development area" means the area shown and outlined on the Hulbert Plan in respect of Stages 1 to 15 excluding Stage 11 and the area shown on the Layout Plan in respect of Stage 11."

3.3 By insertion of the following, new clause 2(c):

"2(c) (i) The Council shall take all action, pay all fees and do all such things as are necessary to:

A permanently prohibit vehicle access to and passage over that part of the Harbour Park area which is a dedicated road except for such vehicle access as is reasonably required for maintenance of the Harbour Park area by the Applicant or the Council (as the case may be) as required by this Deed of Agreement;

B prohibit vehicle and pedestrian access to and passage over that part of the Harbour Park area which is a dedicated road during the period that works are performed on the Harbour Park area; and

C permit the Applicant, its contractors, servants, agents and invitees full, uninterrupted and lawful access to and exclusive possession of that part of the Harbour Park area which is a dedicated road, to lawfully perform works on the Harbour Park area as required by the Deed of Agreement:

by the date 30 days from receipt by Council of notice from the Applicant of its intention to commence works in the Harbour Park area.

- (ii) Notwithstanding anything to the contrary herein contained, the Applicant shall only be required to carry out works on that part of the Harbour Park area which is a dedicated road if the Council has fully complied with its obligations under clause 2(c)(i) by the date 12 months from the date of notification by the Applicant to the Council of its intention to commence works in the Harbour Park area.

(iii) If the Council does not fully comply with its obligations under clause 2(c)(i), the Council shall not:

A refuse to issue or delay in issuing written confirmation to the Applicant and/or the Department of Lands that Stage 11, or the substage of Stage 11 of which the Harbour Park area forms part, has been built in accordance with the subdivisional approval granted by the Council to the Applicant in respect of Stage 11, or the substage of Stage 11 of which the Harbour Park area forms part; or

B require a bond to be lodged by the Applicant with the Council in respect of uncompleted works in the part of the Harbour Park area which is a dedicated road;

by reason that the Applicant has not commenced or completed the works on the part of the Harbour Park area which is a dedicated road at the time the Applicant requests the Council issue such written confirmation to the Applicant and/or the Department of Lands.

(iv) The Council indemnifies and shall continue to indemnify the Applicant and its contractors, servants and agents against and in respect of all actions, demands, losses, injuries, damages, suits, judgments, injunctions, orders, decrees, costs and expenses of every description and includes without limitation consequential losses and damages suffered or incurred by the Applicant or for which the Applicant becomes liable whether during or after the term of this Deed of Agreement caused or contributed to by the failure of the Council to comply with its obligations under clause 2(c).

3.4 By the replacement of clause 3(a) with this following:

s.73 Irrelevant informa

"3(a) The Applicant shall undertake the development of:

(i) Stages 1 to 15 excluding Stage 11 in accordance with the provisions of clause 11 and generally in accordance with the Hulbert Plan; and

(ii) Stage 11 in accordance with the provisions of clause 11 and generally in accordance with the Layout Plan, PROVIDED THAT NOTWITHSTANDING ANY OTHER PROVISION IN THE DEED OF AGREEMENT, THE COUNCIL MAY ALICE TO A VARIATION OF THE LAYOUT PLAN PROVIDED THAT THE VARIATION IS CONSISTENT WITH THE DEVELOPMENT SPECIFICATIONS CONTAINED IN THE DEED OF AGREEMENT.

3.5 By insertion of the following new clause 3(c), namely:-

"3(c) The Council acknowledges that there is no obligation upon the Applicant to undertake any works in respect of Stage 11 other than forming the land and canals and harbour in Stage 11 as set out in the Layout Plan, and the works set out below:

(i) Construction of parks as shown in green on the Layout Plan;

(ii) Bicycle tracks as shown in red on the Layout Plan; and

(iii) Boardwalk/pontoon/termination structure as shown in blue on the Layout Plan.

The works in the Harbour Park area shall be constructed in accordance with a design complementary to and in keeping with the streetscape design for Bloomfield Street, Cleveland approved by the Council in February 1993. The

design criteria set out in clause 3.2(C)(9) of the Second Schedule shall apply in respect of the works in the Harbour Park area."

3.6 By amending clause 11(b) by deletion in the second last sentence of the words "30th June 1992" and insertion in lieu thereof of the following "30 June 1995".

3.7 Clause 11(d) - by replacement of clause 11(d) by the following:

"The required completion period for each Stage and Stage 11 (other than the final Stage) including, without limitation, all Stages in respect of which the Council has granted subdivisional approval and such approval is current as at 28 January 1993, shall be the period of two years after the notification of approval (or approval subject to conditions) of the subdivisional proposal plan for that Stage or Stage 11 by the Council, enlarged by such extensions of time as are allowed by the Council pursuant to clause 11 (e) and (f)."

3.8 By amending clause 11(f) by insertion at the end of that clause the following:

"or which the Council considers relevant."

3.9 By insertion of the following new clauses:

"32(a) The Applicant acknowledges that the Council shall not be required to notify approval (or approval subject to conditions) of the subdivisional proposal plan for Stage 15 until the Council has notified approval (or approval subject to conditions) to the subdivisional proposal plan for Stage 11 and the Applicant has carried out or caused to be done substantial commencement of the earthworks required for the substage of which the Harbour Area forms part.
REQUIRED FOR THE SUBSTAGE OF STAGE 11 APPROVED BY THE COUNCIL AND OF WHICH THE HARBOUR DEVELOPMENT AREA FORMS PART
32(b) ~~In this clause 32 substantial commencement means the entering into by the Applicant of a contract in respect of the performance of the earthworks required for Stage 11 and the commencement by such contractor of the performance of its obligations under the contract in respect of Stage 11.~~"

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s.73 Irrelevant

*(see below)

3.10 The Second Schedule is amended by the deletion of clauses 2, 3, the balance of clause 5(a) after the heading "Harbour Parks", clause 8(a), clause 16(e) and the final paragraph of clause 18 and insertion of clauses 2, 3, 8(a) and 16(e) set out in Appendix B.

4 CONFIRMATION

Civic and the Council hereby ratify and confirm the remaining provisions of the Revised Agreement.

5 COSTS OF AGREEMENT

The Applicant shall pay all costs (on a solicitor and own client basis), charges and expenses of and incidental to the negotiations for preparation, execution, stamping and completion of this document and all counterparts of this document.

6 SEVERABILITY

Any term, covenant, condition, proviso, stipulation, restriction, obligation, power, right, remedy or like provision of the Deed of Agreement, whether express or implied and whether positive or negative (herein collectively called the Provisions) shall be construed, to the fullest extent permitted by law, so as not to be invalid, illegal or unenforceable in any respect. If a Provision is invalid, illegal or unenforceable:

32(b) IN THIS CLAUSE 32 SUBSTANTIAL COMMENCEMENT MEANS THE ENTERING INTO BY THE APPLICANT OF A CONTRACT IN RESPECT OF THE PERFORMANCE OF THE EARTHWORKS REQUIRED FOR THE SUBSTAGE OF STAGE 11 APPROVED BY THE COUNCIL AND OF WHICH THE HARBOUR DEVELOPMENT AREA FORMS PART AND THE COMMENCEMENT BY SUCH CONTRACTOR OF THE PERFORMANCE OF ITS OBLIGATIONS UNDER THE CONTRACT IN RESPECT OF SUCH EARTHWORKS.

- (a) that provision shall, to the fullest extent permitted by law, be read down to the extent that it is not invalid, illegal or unenforceable, but if such provision cannot be read down, it shall be deemed to be void and severable as if it were not a part of the Deed of Agreement; and
- (b) the remaining Provisions shall not be affected or impaired.

Paragraph (a) of this clause shall have no effect if:

- (c) the application of such paragraph alters the basic nature of the Deed of Agreement.

EXECUTED as a deed.

SIGNED SEALED AND DELIVERED
 by the common ^{s.73 Irrel}
 CIVIC PROJECTS (RABY BAY)
 PTY LTD ^{s.73 Irrel} 010 076 203 ^{s.73 Irr}
 in the presence of: ^{s.73 Ir}

^{s.73 Irrelevant information}

Director

^{s.73 Irrelevant information}

Name of Director (Print)

^{s.73 Irrelevant information}

Secretary

^{s.73 Irrelevant information}

Name of Secretary (print)

THE COMMON SEAL of the
 COUNCIL OF THE CITY OF
 REDLAND was hereunto affixed
 on the ^{24th} day of
^{June} 1995 by
^{LEONARD JAMES MCKENZIE}
 (Mayor) and ^{ROBERT MCKENZIE}
 (Town Clerk) pursuant to a
 resolution of the Council passed
 passed on the ^{24th} day of
^{June} 1995 in the
 presence of:

^{s.73 Irrelevant information}

CHAIRMAN

^{s.73 Irrelevant inf}

TOWN CLERK

^{s.73 Irrelevant information}

A Justice of the Peace

^{s.73 Irrelevant information}

PROPSDOC/962
 TMBS/dh

Approved
 JOHN HENRY MCKENZIE
 Delegate of the Mayor
 Landa

APPENDIX A

FOI Released

Published on Resource Disclosure Log
RTI Act 2009

APPENDIX B

FOI Release

Published on Resistor's Disclosure Log
RT Act 2009

THE SECOND SCHEDULE

DEVELOPMENT SPECIFICATION

s.73 Irrelevant information

2 LAYOUT AND DESIGN

(a) The layout of Stage 11 shall generally be in accordance with the Layout Plan prepared by Peddle Thorp, Architects, 91.5858 Drawing No 5 Issue G which is a principal component of the Plan of Development. As such, only non-compliance with the requirements of the Plan of Development will require an application for town planning consent to be lodged with Council pursuant to the Planning Scheme.

s.73 Irrelevant info

NOTWITHSTANDING ANY OTHER PROVISION IN THE DEED OF AGREEMENT, THE COUNCIL MAY AGREE TO A VARIATION OF THE LAYOUT PLAN PROVIDED THAT THE VARIATION IS CONSISTENT WITH THE DEVELOPMENT SPECIFICATIONS CONTAINED HEREIN.

It is a requirement that all development to be constructed on land in the Harbour Area shall have a consistent architectural design treatment. Elements common to the Cleveland streetscape treatment shall be incorporated within all Harbour Areas and, as such, make an identifiable contribution to the harbour theme and location.

(c) In this Second Schedule, Harbour Area means the area shaded on the Layout Plan.

3.1 HARBOUR CONCEPT

It is a requirement that in the future detailed design and allocation of uses provision be made for the following:

- (a) Water orientated passenger facilities for a variety of users, such facilities to provide for a terminus which complements and is integrated with the coastal location of the Town Centre and the railway station;
- (b) Integration of Harbour Area facilities with the town centre, and maintenance of view corridors from the town centre to, over and through the Harbour Area;
- (c) Integration of the Harbour Area facilities with the Cleveland railway station and associated transit facilities;
- (d) The inclusion of a variety of use areas in the Harbour Area such as a tavern, chandler facilities, marine orientated commercial facilities, fish market, yacht club or similar, restaurants or other uses.
- (e) Public access between the use areas of the Harbour Area and adjacent areas where public use is required by the development specifications contained herein;
- (f) Public pedestrian thoroughfares and/or access as an extension of the pedestrian thoroughfare system through the Harbour Area facilities, inclusive of Cleveland railway station, and areas to the west of the Harbour Area;
- (g) A public place or some similar and appropriate public area within the area designated as Harbour Park on the Layout Plan and public areas from the area designated as Residential Medium Density on the Layout Plan, to the west, to the area designated as Commercial/Retail on the Layout Plan, to the east.

- (h) The preservation of public areas within and between all major use areas along the proposed harbour front pedestrian thoroughfares;
- (i) A continuation of the walkways and cyclepaths comprising the Masthead Drive cyclepath;
- (j) Open Space areas to act as buffer zones between the commercial uses in the Harbour Area and residential neighbourhoods in the vicinity of the Harbour Area, and in the case of the Harbour Park to provide passive open space for casual uses such as lunch-time picnics, sitting, reading and the like and to provide for a limited number of special events such as craft fairs, concerts and exhibitions.

The requirements specified in clauses 3(a), (b), (c), (f), (g) and (i) shall be satisfied upon the completion of the works set out in clause 3(c) of the Deed of Agreement.

3.2 SPECIFIC DEVELOPMENT REQUIREMENTS FOR INDIVIDUAL PURPOSE AREAS WITHIN THE HARBOUR AREA

A) Commercial/Retail Area

- 1) The area on the Layout Plan to be used for Commercial/Retail purposes (Commercial/Retail development area) shall be developed having regard to the following Elements nominated in Development Control Plan 2:

- (i) Character Components;
- (ii) Town Centre Design Provisions;
- (iii) Pedestrian Thoroughfares;
- (iv) Pedestrian Priority Components;
- (v) Open Spaces;
- (vi) Commercial Plazas;
- (vii) Parking Areas;
- (viii) Parking Accessways;
- (ix) Streets;
- (x) Through Roads; and
- (xi) Public Transport Facilities.

- 2) With respect to the Character Components and Town Centre Design Provisions, the terms "Street" and "Pedestrian Corridor" shall apply equally to all public areas adjacent to the future harbourside boardwalk referred to in clause 3.2A(3)(e).

- 3) Buildings shall be located generally adjacent to the future harbourside boardwalk referred to in clause 3.2A(3)(e) and through design demonstrate a relationship, orientation and contribution to the harbour and shall have the following characteristics as illustrated in Figure A forming Appendix 2:

- (a) Open framed architecture so as to enable the structure to respond to changes in climate and to create opportunities for sheltered public areas of filtered light, trees and plants;
- (b) Roofs with pitches of between 20 and 40 degrees;
- (c) Deeply recessed exterior walls so as to protect walls from direct exposure to sun and rain and to encourage use of outdoor areas of the building;

- (d) Three (3) metre wide verandahs and/or semi enclosed external spaces such as terraces, patios, garden enclosures, with sun and rain protection devices such as awnings, screens and pergolas, these being an extension of the roof line and integrated with the open framed architecture;
- (e) A boardwalk (minimum six metres wide) shall be built over the water for the full frontage of the Commercial/Retail development area, designed to a standard satisfactory to Council with respect to style and safety. The outer edge of the boardwalk shall at all times, including low tide, extend over water. This boardwalk shall be constructed in conjunction with the erection of buildings on the Commercial/Retail development area;
- (f) External spaces between the boardwalk and the buildings shall be raised above the boardwalk and be of sufficient width to accommodate outdoor seating and pedestrian circulation, with access down to the boardwalk,

unless otherwise demonstrated through a detailed submission that demonstrates a design solution for improved public access along the water edge that Council considers adequately fulfils the requirements of clause 3.1: Harbour Concept contained herein.

- 4) Buildings shall be located within the building constraint lines shown on the Layout Plan. Other structures including car parks may be located inside or outside the building constraint lines shown on the Layout Plan.
- 5) The building height & scale of any proposed structure shall be in accordance with the provisions of Development Control Plan 2 - Paragraph 2 Town Centre Design Provisions (g) Building Height & Scale.
- 6) Carparking at a rate of one space per twenty (20) square metres of gross floor area shall be provided as comprehensive, co-ordinated, integrated car parking areas, generally laid out in accordance with the Layout Plan, unless otherwise agreed in writing with the Council.
- 7) (a) If, at the time of commencement of design of the buildings on the Commercial/Retail development area, construction of a development on the area marked Possible Area on the Layout Plan (Possible Area) has been completed, then the proposed Commercial/Retail complex shall be designed in such a manner as to make provision and respond through design elements and/or architectural treatment for connection by pedestrian pathways at the boundary of the Commercial/Retail development area with the development on the Possible Area.
(b) If, at the time of commencement of design of the buildings on the Commercial/Retail development area, construction of a development on the Possible Area has not been completed, then the proposed Commercial/Retail complex shall be designed in such a manner as to make provision and respond through design elements and/or architectural treatment for connection by pedestrian pathways at the boundary of the Commercial/Retail development area at grade with the bicycle track as shown on the Layout Plan.

- 8) The proposed Commercial/Retail complex shall be fully connected to pedestrian networks to be established on adjoining sites to the north, west and south.
- 9) A 2.4 metre wide easement for public access purposes shall be created along the water's edge of the Commercial/Retail development area. The intention of such easement is to allow public access along the water's edge for the Harbour Area. The 2.4 metre wide easement shall be dedicated to the Council in association with the signing and sealing of any plan of subdivision relevant to the Commercial/Retail development area. The Council agrees that, during the period of construction of buildings and other improvements on the Commercial/Retail development area, the easement for public access purposes shall be suspended and that upon completion of construction of the boardwalk set out in clause 3.2(A)(3)(c) the Council shall surrender the 2.4 metre wide easement in exchange for an easement of approximately 150 cm in width for public access purposes to be granted by the owner for the time being of the Commercial/Retail development area along the water's edge of the Commercial/Retail development area.
- 10) The Council agrees that tables and chairs may be placed on the boardwalk provided that at all times a 2.4 metre wide pedestrian access is provided along the boardwalk.

3.2 B) Marine Facilities Area

- 1) The area on the Layout Plan to be used for Marine Facilities purposes (Marine Facilities area) shall be developed such that preference is given to any yacht club being located immediately adjacent to the Commercial/Retail development area and shall represent a design theme complementary and in keeping with the Commercial/Retail development area specifications set out in Clause 3.2A and provisions of the Cleveland Streetscape Strategy DCP2.
- 2) Marine Facilities purposes shall be conducted and located within the building constraint lines and the activity area shown on the Layout Plan. Sufficient space shall be provided for manoeuvring space.
- 3) The activity area allocated for Marine Facilities purposes shall be designed and positioned to ameliorate noise and visual impact to adjoining residential areas. The activity area shall be screened by buildings which face away from Masthead Drive.
- 4) Buildings shall be located within the building constraint lines shown on the Layout Plan. Other structures including car parks and boat storage may be located inside or outside the building constraint lines and activity area shown on the Layout Plan.

Building height and scale of any proposed structure shall be in accordance with the provisions of Development Control Plan 2 - paragraph 2 Town Centre Design Provisions (g) Building Height and Scale.

- 5) The area north of the building constraints line shown on the Layout Plan shall be allocated for car parking purposes/boat storage purposes only.
- 6) Vehicular access to the Marine Facilities area from Masthead Drive shall be determined by agreement with Council, but shall have due regard for the likely impact on adjoining residential area. However, the principal vehicular access point shall be opposite Anchorage Drive. A secondary ingress/egress may be located to provide access to the car parking area.
- 7) A ten (10) metre wide combined landscape mound/strip/bikeway corridor shall be provided for the full length of Masthead Drive (except where any vehicular access to the site exists)
- 8) Car parking within the Marine Facilities area shall be provided at the following rates, unless written variations are agreed with the Council:

- * Yacht Club:

Sufficient spaces to accommodate the amount of vehicular traffic likely, in the opinion of Council, to be generated by any Yacht Club taking into account the fact that parking is provided for the marina and the Commercial/Retail development area and the likely timing of use of such carpark areas.

- * Marina:

- (i) Spaces to be provided per wet berth designed for boats:

| | | |
|-------------------------|-------|-----|
| (A) 10m and under | | 0.6 |
| (B) between 10m and 15m | | 0.8 |
| (C) greater than 15m | | 1.0 |

- (ii) Spaces to be provided per dry berth 0.2

- (iii) Spaces to be provided per swing mooring 0.2

- (iv) Spaces to be provided per employee 0.5

9) For the purposes of the Plan of Development, Marine Facilities purposes exclude:

- * Abrasive blasting
- * General boat building, and
- * Spray painting conducted other than in a building constructed for that purpose;

but include:

- * Chandlery
- * Outboard motor repairs
- * Sail manufacture and repair
- * Marine upholstery
- * Minor repair work, cleaning, engine work and electrical work;
- * Boat ramps;
- * Boat lifts; and
- * Fuelling facility.

These shall be conducted in accordance and in compliance with any statutory and/or any other applicable requirements of a Commonwealth or State Government Authority, Statutory Authority or other Body Corporate acting under the authority of a statute.

- 10) Areas adjacent to the Marine Facilities area shall be landscaped in accordance with the Development Control Plan 2: Streetscape Strategy and a comprehensive landscape planting theme to be adopted throughout the Marine Facilities area and shall have particular regard for the interface between adjoining residential areas to the north and east.
- 11) All vehicular access shall be designed, constructed and maintained to good engineering standards approved by Council.
- 12) A 2.4 metre wide easement for public access purposes shall be created along the waters edge of the Marine Facilities area. The 2.4 metre wide easement shall be dedicated to the Council in association with the signing and sealing of any plan of subdivision relevant to the Marine Facilities area. The Council agrees that during the period of construction of buildings and other improvements on the Marine Facilities area, the easement for public access purposes shall be suspended.
- 13) A 6 metre wide boardwalk shall be constructed over the water along the frontage of that part of the Marine Facilities area to which any Yacht Club is located adjacent. The outer edge of the boardwalk shall at all times including low tide extend over water. The boardwalk shall be constructed in conjunction with the building of any Yacht Club and shall make provision for the connection and integration with the boardwalk to be constructed under clause 3.2(A)(3)(e).
- 14) The Council shall surrender that part of the 2.4 metre wide easement referred to in clause 3.2(B)(12) in which the boardwalk set out in clause 3.2(B)(13) is constructed in exchange for an easement of approximately 150cm in width for public access purposes granted by the owner for the time being of the Marine Facilities area along the waters edge of that part of the Marine Facilities area to which any Yacht Club is located adjacent.

3.2 C) **Harbour Park**

- 1) The area on the Layout Plan to be used for the purpose of the Harbour Park (the Harbour Park area) and adjacent footpaths shall be designed and developed to complement the proposed Bloomfield Streetscape. That part of the Harbour Park area which aligns with Bloomfield Street were that street to continue across Shore Street extending down to the edge of the water (the axis) shall be constructed of hard-standing materials in keeping with the design treatment of the Bloomfield Streetscape and provide for a limited number of special events such as craft fairs, concerts and exhibitions. The design form of the axis should reflect its intended function and incorporate a range of design elements and furniture that will integrate the space with the town.

- 2) An area shall be provided for passive open space for casual uses such as lunch time picnics, sitting, reading and the like. Such an area shall be gently sloped upward above the bay to provide prospect across the water. Such areas shall flank both sides of the Bloomfield Street axis.
- 3) The surrounding edge along Shore Street and the unnamed Station access road shall be edged with shade producing and distinctive tree plantings that will re-inforce the Town's traditional image. The planting shall open up into a visual panorama that spans away from the southern end of the Bloomfield Street axis out over the bay.
- 4) The end point of Bloomfield Street, adjacent to the water's edge shall be properly terminated by some form of special design treatment (such as "steps into the bay" or special barrier/shelter edging along the waterfront).
- 5) A minimum 6 metre wide boardwalk shall be constructed over the water along the water's edge of the Harbour Park area between the Commercial/Retail development area and the Residential Medium Density area adjacent to the railway station. The outer edge of the boardwalk shall at all times including low tide extend over water. The boardwalk shall be constructed in conjunction with the development of the substage of which the Harbour Park area forms part.
- 6) A pontoon of sufficient size to enable utilisation by passenger boats at a location generally around the mid-point of the proposed boardwalk shall be constructed to a standard satisfactory to Council. In addition, provision shall be made for two additional points on the boardwalk for pontoons.
- 7) Other pedestrian walkways/bikeway shall be provided generally in a north-south alignment generally along the eastern edge, western and southern edges of the Harbour Park Area.
- 8) Provision shall be made for the filling and drainage of the Harbour Park area in accordance with Council requirements.
- 9) The major design criteria shall be:
 - paving;
 - dwarf walling;
 - edging;
 - trees;
 - grass;
 - termination structure;
 - lighting;
 - seating;
 - irrigation.
- 10) Full road construction, including kerb and channelling, shall be constructed by the Applicant to the frontage of the Harbour Park area.
- 11) The Harbour Park area shall be surrendered as park at the time of registration of a plan of subdivision including the Harbour Park area.

3.2 D) Residential Medium Density

- 1) The areas on the Layout Plan to be used for Residential Medium Density purposes (Residential Medium Density areas) shall be developed in accordance with the requirements of Development Control Plan 2 - DIVISION 5 - Objective & Implementation Provisions, Clause 7: Multiple Dwelling Areas. The principal Performance Standards shall be:

Maximum Density: Two Hundred (200) persons per hectare.

Maximum Number of Storeys:

Four (4) in area immediately adjacent to the railway, carpark and park and three (3) along the adjacent water front.

Three (3) in area adjacent to Masthead Drive.

Maximum Site Coverage:

45% (unless agreed in writing with Council)

No. of Parking Spaces:

One (1) garage space per multiple dwelling unit, plus one visitor space per two (2) multiple dwelling units.

- 2) The Residential Medium Density areas shall have a consistent visual appearance from the harbour, having regard to heights, forms, setbacks, levels and planting.

To achieve this purpose Council will not favourably consider any application which will further subdivide the Residential Medium Density area into more than eight (8) Master Lots in the Residential Medium Density area adjacent to the railway station and three (3) Master Lots in the Residential Medium Density area off Masthead Drive. Master Lot means a large lot capable of further subdivision into parcels in respect of which building units plans or group titles plans could be registered.

- 3) Entry to each Residential Medium Density area shall clearly distinguish between public and private domain.

- 4) The Residential Medium Density area adjacent to the railway station shall:

- provide an east-west pedestrian connection between the two roads which is paved and lit so as to be safe at night; and

- demonstrate measures that ensure noise amelioration and privacy for the multiple dwellings along the above described pedestrian connection and railway line boundaries.

- 5) The Residential Medium Density area adjacent to Masthead Drive shall demonstrate visual and privacy protection measures for multiple dwelling areas adjoining the Marine Facilities area.

- 6) The Residential Medium Density area off Masthead Drive may be extended further to the north if so desired.

- 7) Council may consider the establishment of low-key non-residential uses in the Residential Medium Density area adjacent to the railway station. Such uses shall have due regard for requirements of the Planning Scheme and the amelioration of any noise nuisance and afford visual privacy protection to any adjoining residential use.
- 8) Buildings and other structures shall be located within the building constraint lines shown on the Layout Plan.

E) Nelson Street Park

In the area designated as Nelson Street Park area on the Layout Plan (Nelson Street Park area), the Applicant shall clean and tidy existing trees and ground area and augment existing trees with planting of native species as agreed. This shall be undertaken in conjunction with the development of substage of which the Nelson Street Park area forms part. The Nelson Street Park area shall be surrendered as park at the time of registration of a plan of subdivision including the Nelson Street Park area.

F) Residential area

The area on the Layout Plan to be used for Residential purposes (Residential area) shall be developed in accordance with the Layout Plan or as otherwise agreed with Council.

8 THE APPLICANT SHALL CONTRIBUTE TO COUNCIL:

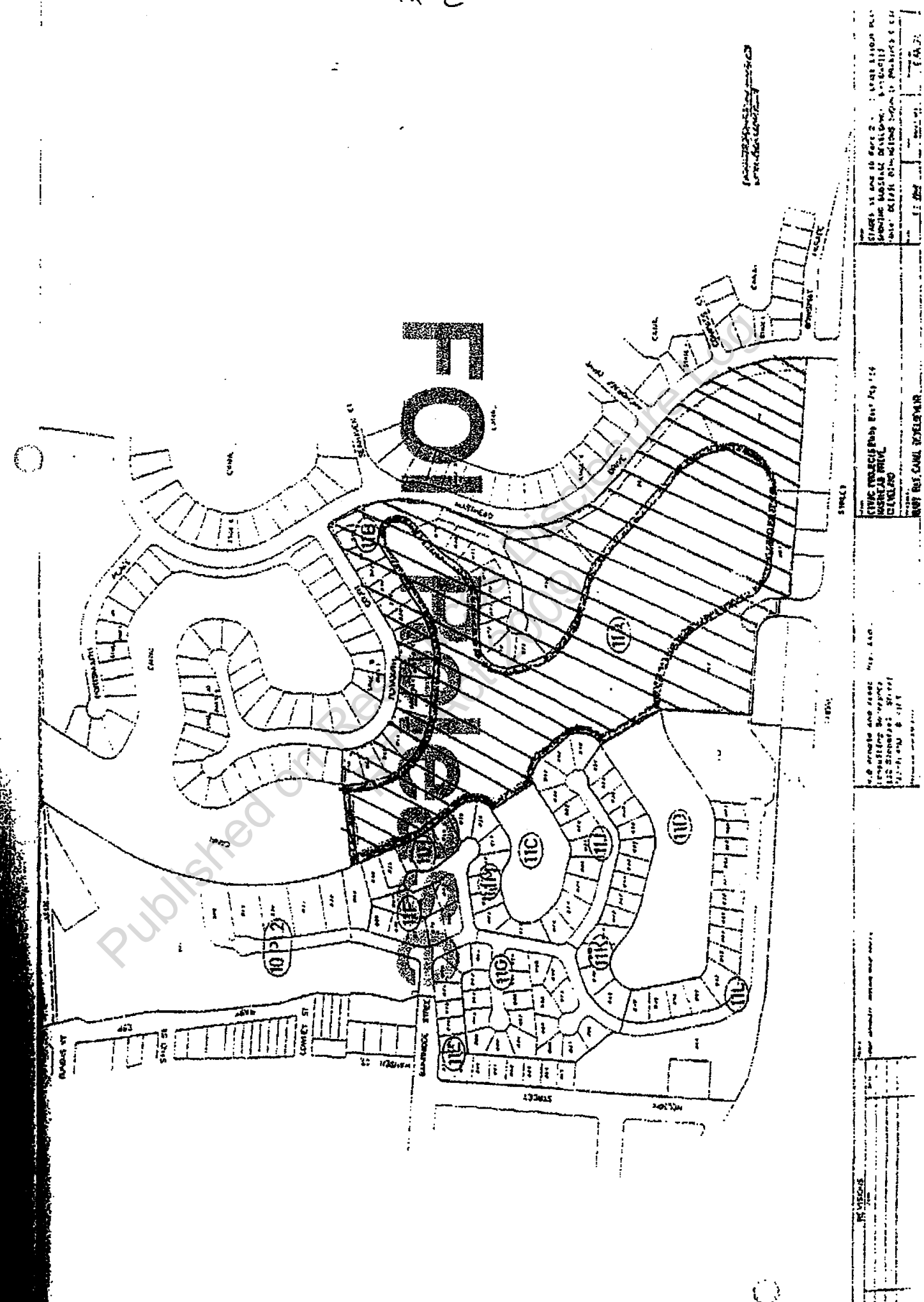
- (a) The Applicant shall make the following contribution to the Council:
 - (i) A total amount of \$135,000.00 indexed in accordance with the changes in the CPI from the date of the granting of the development lease, shall be paid to the Council for the Park Improvements to be undertaken in the Harbour Park area.
 - (ii) As at 30 September 1992 the contribution payable under this clause is \$185,511.00.
 - (iii) In lieu of the payment of the contribution under clause 8(a)(i) the Applicant may undertake the Park Improvements in full satisfaction of all obligations by the Applicant to contribute to the Council in respect of amenities under the Deed of Agreement.
 - (iv) Park Improvements mean the following works to be constructed in the Harbour Park area:
 - (1) The Harbour Park as shown on the Layout Plan; and
 - (2) Boardwalk/pontoon/termination structure as shown in blue on the Layout Plan.
 - (v) The Park Improvements shall be constructed in accordance with the design complementary to and in keeping with the streetscape design for Bloomfield Street, Cleveland approved by the Council in February 1993. The design criteria set out in clause 3.2C(9) shall apply in respect of the Park Improvements.

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- (vi) The Council shall accept invoices issued to the Applicant in respect of the Park Improvements as binding evidence of the amount expended by the Applicant in undertaking the Park Improvements.
 - (vii) CPI means the Consumer Price Index (All Groups) compiled and published from time to time by the Australian Bureau of Statistics in relation to the City of Brisbane.
- 16 (e)
- (i) Except as otherwise provided in this clause 16, the foreshore of the development shall be maintained by the Applicant for the whole of the period of the development lease. All other works shall have a 12 month maintenance period except the access channels which shall be maintained in accordance with clause 16(d) (as varied by the 1990 Deed) and the works set out in clause 16(e)(iii) which shall be maintained as set out in that clause 16(e)(iii).
 - (ii) As and from the date 6 months from the date of completion of the works set out in clause 16(e)(iii), the Applicant shall cease to be under any obligation to maintain any foreshore beaches, groynes or other foreshore structures in the area between the 2 access channels and the Council shall thereafter maintain all such foreshore beaches, groynes and other foreshore structures in the area between the 2 access channels.
 - (iii) The following works shall be maintained by the Applicant for a 6 month period commencing from the date of completion of the following works:
 - (A) the new groyne on the eastern side of the western channel from the existing rock wall to the first navigation light;
 - (B) the 5 metre extension of the existing groynes at the western end of beaches 3, 6 and 7 as identified on the plan forming Appendix 1 (the Beach Plan);
 - (C) beaches 3-7 as identified on the Beach Plan; and
 - (D) Placement of 500 cubic metres of sand on beach 3 as identified on the Beach Plan and 250 cubic metres of sand on each of beaches 4-7 as defined on the Beach Plan.

PROP5DOC/963
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APPENDIX C



APPENDIX I

FOI Release

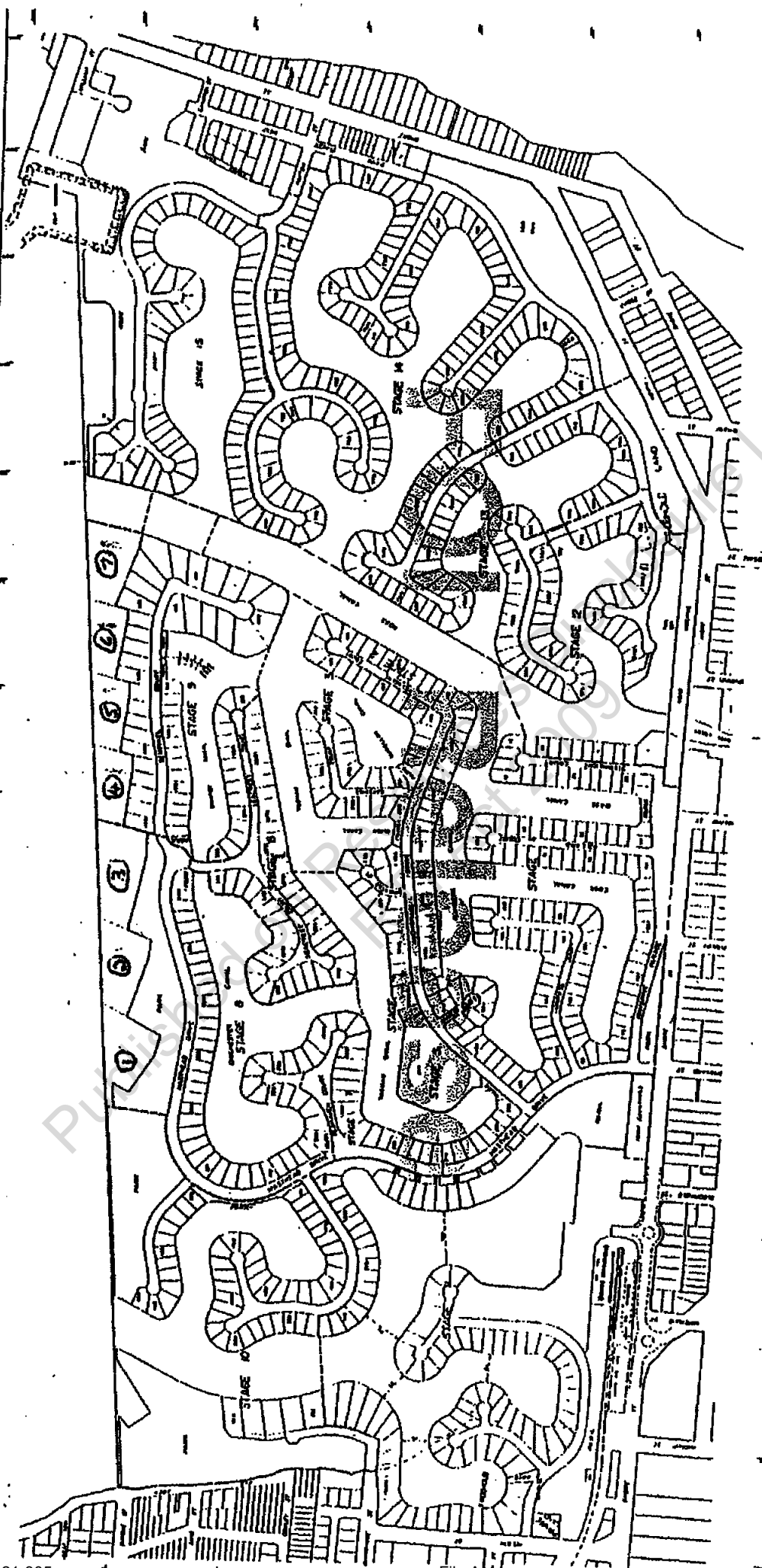
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APPENDIX I

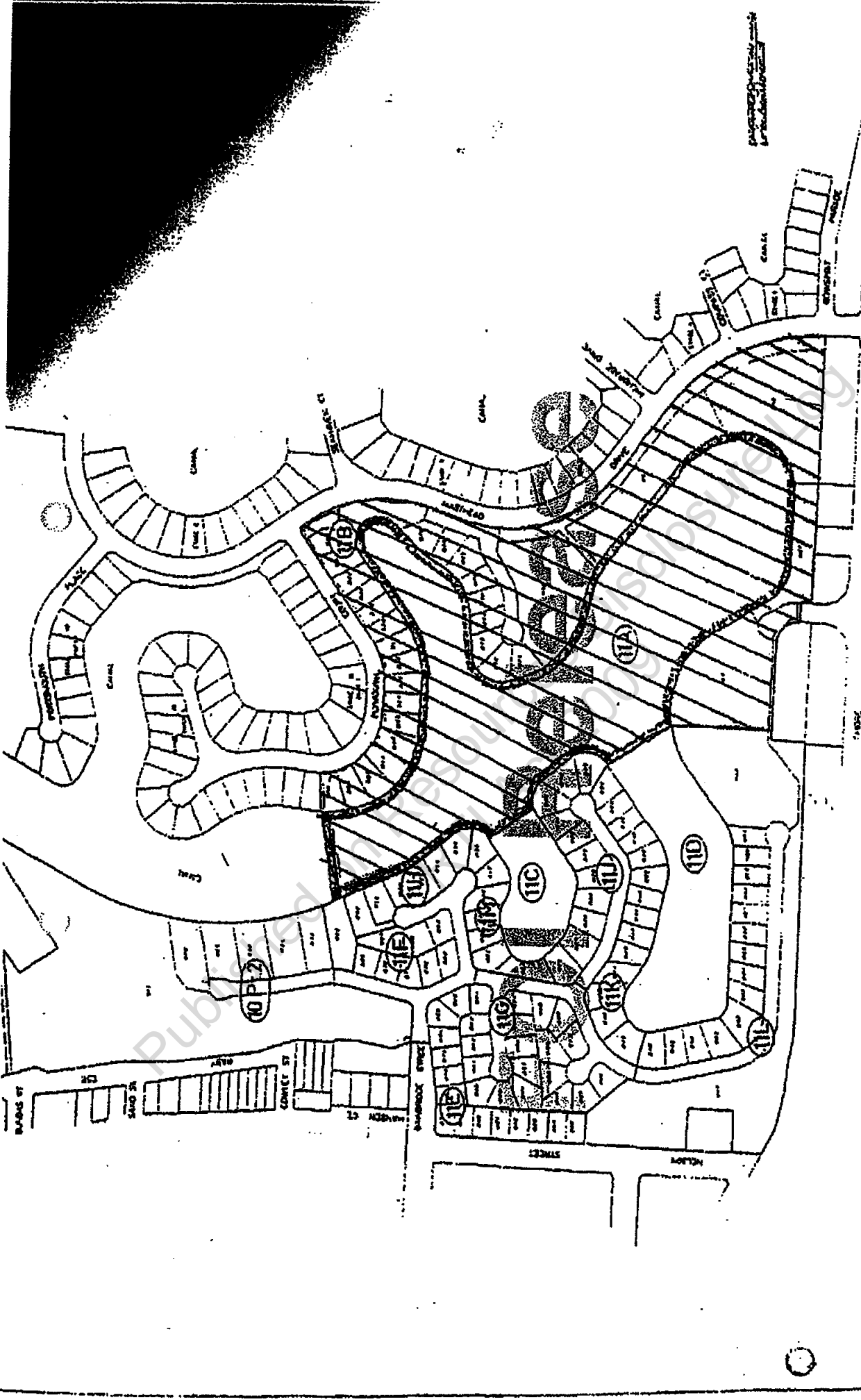
FOI Release

Published on Reso's Disclosures Disclosure Log
RT Act 2009

FIRST BAY DEVELOPMENT



DATE: 2011.01.20
SCALE: 1:1000
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]



STATE OF OREGON
 COUNTY OF MULTNOMAH

PLAT NO. 21-305

STREET 11 and 22 Part 2
 Planning Building Department
 Public Works Division
 112 Montgomery Street
 SEASIDE, OREGON 97138

DATE OF RECORD 11-1-78

FILED IN 112 MONTGOMERY STREET SEASIDE, OREGON 97138

RECORDED 11-1-78

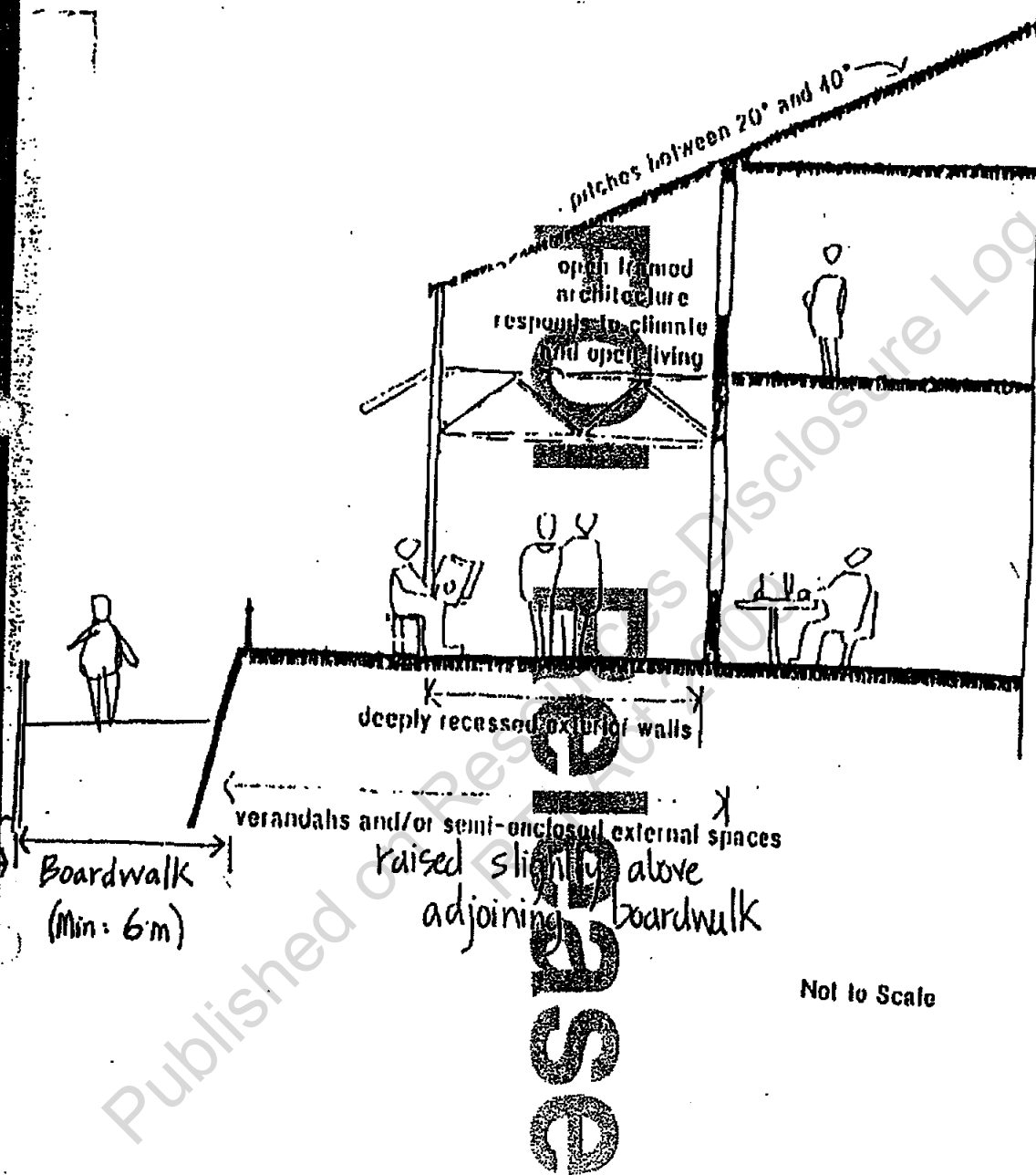
112 MONTGOMERY STREET SEASIDE, OREGON 97138

FOI Releases

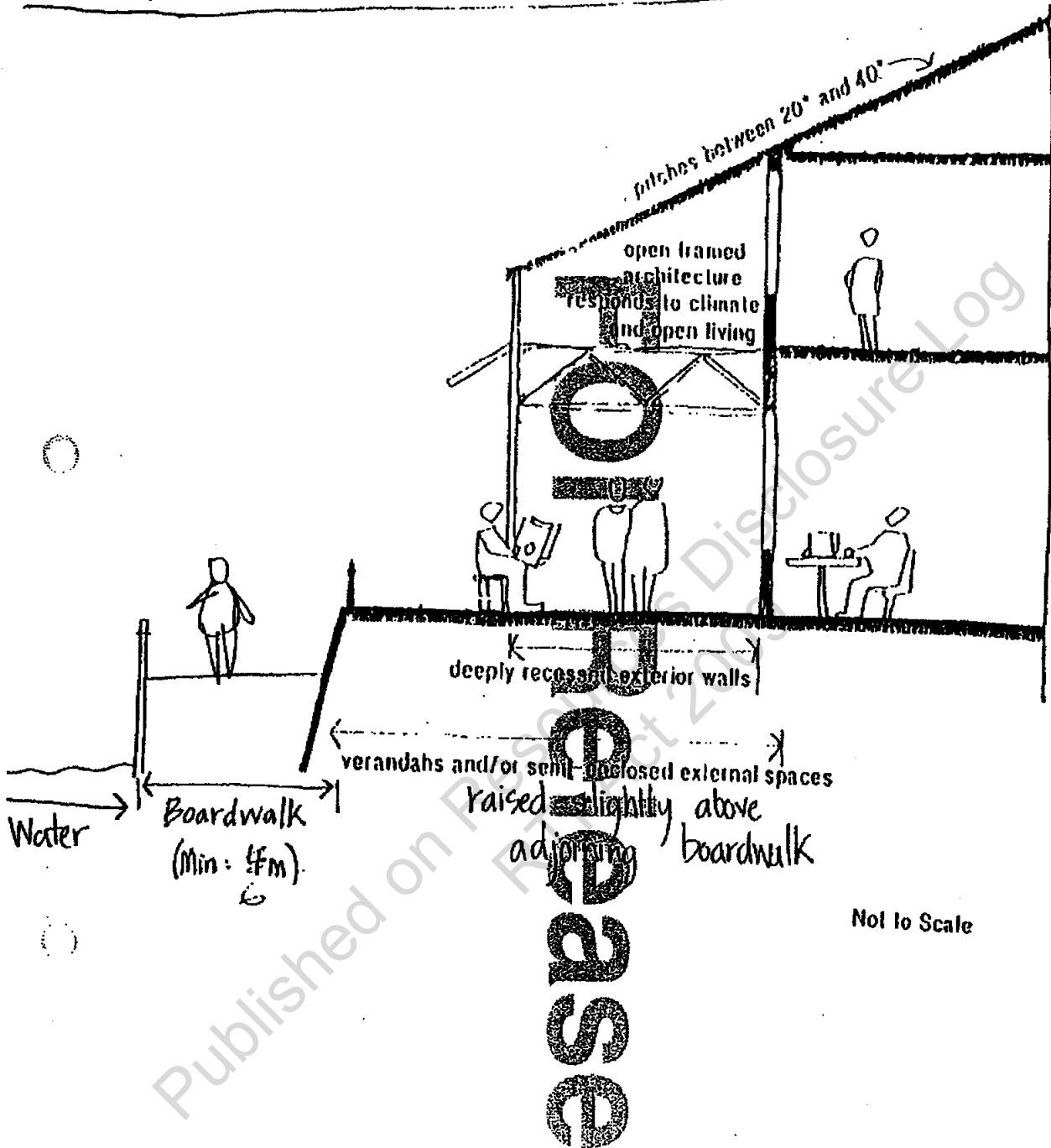
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APPENDIX 2

FIGURE "A": HARBOURSIDE BOARDWALK



JUKEA: HARBOURSIDE PROMENADE



THE SECOND SCHEDULE

DEVELOPMENT SPECIFICATION

s.73 Irrelevant information

2 LAYOUT AND DESIGN

- (a) The layout of Stage 11 shall ~~generally~~ be in accordance with the Layout Plan prepared by Peddle Thorp, Architects, 91.5858 Drawing No 5 Issue G which is a principal component of the Plan of Development. As such, only non-compliance with the requirements of the Plan of Development will require an application for town planning consent to be lodged with Council pursuant to the Planning Scheme.

s.73 Irrelevant information

NOTWITHSTANDING ANY OTHER PROVISION IN THE DEED OF AGREEMENT, THE COUNCIL MAY AGREE TO A VARIATION OF THE LAYOUT PLAN PROVIDED THAT THE VARIATION IS CONSISTENT WITH THE DEVELOPMENT SPECIFICATIONS CONTAINED HEREIN

It is a requirement that all development to be constructed on land in the Harbour Area shall have a consistent architectural design treatment. Elements common to the Cleveland streetscape treatment shall be incorporated within all Harbour Areas and, as such, make an identifiable contribution to the harbour theme and location.

- (c) In this Second Schedule, Harbour Area means the area shaded on the Layout Plan.

3.1 HARBOUR CONCEPT

It is a requirement that in the future detailed design and allocation of uses provision be made for the following:

- (a) Water orientated passenger facilities for a variety of users, such facilities to provide for a terminus which complements and is integrated with the coastal location of the Town Centre and the railway station;
- (b) Integration of Harbour Area facilities with the town centre, and maintenance of view corridors from the town centre over and through the Harbour Area;
- (c) Integration of the Harbour Area facilities with the Cleveland railway station and associated transit facilities;
- (d) The inclusion of a variety of uses in the Harbour Area such as a tavern, chandler facilities, marine orientated commercial facilities, fish market, yacht club or similar, restaurants or other uses.
- (e) Public access between the use areas of the Harbour Area and adjacent areas where public use is required by the development specifications contained herein;
- (f) Public pedestrian thoroughfares and/or access as an extension of the pedestrian thoroughfare system through the Harbour Area facilities, inclusive of Cleveland railway station, and areas to the west of the Harbour Area;
- (g) A public place or some similar and appropriate public area within the area designated as Harbour Park on the Layout Plan and public areas from the area designated as Residential Medium Density on the Layout Plan, to the west, to the area designated as Commercial/Retail on the Layout Plan, to the east.

- (h) The preservation of public areas within and between all major use areas along the proposed harbour front pedestrian thoroughfares;
- (i) A continuation of the walkways and cyclepaths comprising the Masthead Drive cyclepath;
- (j) Open Space areas to act as buffer zones between the commercial uses in the Harbour Area and residential neighbourhoods in the vicinity of the Harbour Area, and in the case of the Harbour Park to provide passive open space for casual uses such as lunch-time picnics, sitting, reading and the like and to provide for a limited number of special events such as craft fairs, concerts and exhibitions.

The requirements specified in clauses 3(a), (b), (d), (f), (g) and (i) shall be satisfied upon the completion of the works set out in clause 3(c) of the Deed of Agreement.

3.2 SPECIFIC DEVELOPMENT REQUIREMENTS FOR INDIVIDUAL PURPOSE AREAS WITHIN THE HARBOUR AREA

A) Commercial/Retail Area

- 1) The area on the Layout Plan to be used for Commercial/Retail purposes (Commercial/Retail development area) shall be developed having regard to the following Elements nominated in Development Control Plan 2:

- (i) Character Components;
- (ii) Town Centre Design Provisions;
- (iii) Pedestrian Thoroughfares;
- (iv) Pedestrian Priority Components;
- (v) Open Spaces;
- (vi) Commercial Plazas;
- (vii) Parking Areas;
- (viii) Parking Accessways;
- (ix) Streets;
- (x) Through Roads; and
- (xi) Public Transport Facilities.

- 2) With respect to the Character Components and Town Centre Design Provisions, the terms "Street" and "Pedestrian Corridor" shall apply equally to all public areas adjacent to the future harbourside boardwalk referred to in clause 3.2A(3)(e).

- 3) Buildings shall be located generally adjacent to the future harbourside boardwalk referred to in clause 3.2A(3)(e) and through design demonstrate a relationship, orientation and contribution to the harbour and shall have the following characteristics as illustrated in Figure A forming Appendix 2:

- (a) Open framed architecture so as to enable the structure to respond to changes in climate and to create opportunities for sheltered public areas of filtered light, trees and plants;
- (b) Roofs with pitches of between 20 and 40 degrees;
- (c) Deeply recessed exterior walls so as to protect walls from direct exposure to sun and rain and to encourage use of outdoor areas of the building;

- (d) Three (3) metre wide verandahs and/or semi enclosed external spaces such as terraces, patios, garden enclosures, with sun and rain protection devices such as awnings, screens and pergolas, these being an extension of the roof line and integrated with the open framed architecture;
- (e) A boardwalk (minimum six metres wide) shall be built over the water for the full frontage of the Commercial/Retail development area, designed to a standard satisfactory to Council with respect to style and safety. The outer edge of the boardwalk shall at all times, including low tide, extend over water. This boardwalk shall be constructed in conjunction with the erection of buildings on the Commercial/Retail development area;
- (f) External spaces between the boardwalk and the buildings shall be raised above the boardwalk and be of sufficient width to accommodate outdoor seating and pedestrian circulation, with access down to the boardwalk,

unless otherwise demonstrated through a detailed submission that demonstrates a design solution for improved public access along the water edge that Council considers adequately fulfils the requirements of clause 3.1: Harbour Concept contained herein.

- 4) Buildings shall be located within the building constraint lines shown on the Layout Plan. Other structures including car parks may be located inside or outside the building constraint lines shown on the Layout Plan.
- 5) The building height & scale of any proposed structure shall be in accordance with the provisions of Development Control Plan 2 - Paragraph 2 Town Centre Design Provisions (g) Building Height & Scale.
- 6) Carparking at a rate of one space per twenty (20) square metres of gross floor area shall be provided as comprehensive, co-ordinated, integrated car parking areas, generally laid out in accordance with the Layout Plan, unless otherwise agreed in writing with the Council.
- 7)
 - (a) If, at the time of commencement of design of the buildings on the Commercial/Retail development area, construction of a development on the area marked Possible Area on the Layout Plan (Possible Area) has been completed, then the proposed Commercial/Retail complex shall be designed in such a manner to make provision and respond through design elements and/or architectural treatment for connection by pedestrian pathways at the boundary of the Commercial/Retail development area with the development on the Possible Area.
 - (b) If, at the time of commencement of design of the buildings on the Commercial/Retail development area, construction of a development on the Possible Area has not been completed, then the proposed Commercial/Retail complex shall be designed in such a manner as to make provision and respond through design elements and/or architectural treatment for connection by pedestrian pathways at the boundary of the Commercial/Retail development area at grade with the bicycle track as shown on the Layout Plan.

- The proposed Commercial/Retail complex shall be fully connected to pedestrian networks to be established on adjoining sites to the north, west and south.
- 9) A 2.4 metre wide easement for public access purposes shall be created along the water's edge of the Commercial/Retail development area. The intention of such easement is to allow public access along the water's edge for the Harbour Area. The 2.4 metre wide easement shall be dedicated to the Council in association with the signing and sealing of any plan of subdivision relevant to the Commercial/Retail development area. The Council agrees that, during the period of construction of buildings and other improvements on the Commercial/Retail development area, the easement for public access purposes shall be suspended and that upon completion of construction of the boardwalk set out in clause 3.2(A)(3)(e) the Council shall surrender the 2.4 metre wide easement in exchange for an easement of approximately 150 cm in width for public access purposes to be granted by the owner for the time being of the Commercial/Retail development area along the water's edge of the Commercial/Retail development area.
- 10) The Council agrees that tables and chairs may be placed on the boardwalk provided that at all times at 2.4 metre wide pedestrian access is provided along the boardwalk.

3.2 B) Marine Facilities Area

- 1) The area on the Layout Plan to be used for Marine Facilities purposes (Marine Facilities area) shall be developed such that preference is given to any yacht club being located immediately adjacent to the Commercial/Retail development area and shall represent a design theme complementary and in keeping with the Commercial/Retail development area specifications set out in Clause 3.2A and provisions of the Cleveland Streetscape Strategy DCP2.
- 2) Marine Facilities purposes shall be conducted and located within the building constraint lines and the activity area shown on the Layout Plan. Sufficient space shall be provided for manoeuvring space.
- 3) The activity area allocated for Marine Facilities purposes shall be designed and positioned to ameliorate noise and visual impact to adjoining residential areas. The activity area shall be screened by buildings which face away from Masthead Drive.
- 4) Buildings shall be located within the building constraint lines shown on the Layout Plan. Other structures including car parks and boat storage may be located inside or outside the building constraint lines and activity area shown on the Layout Plan.

Building height and scale of any proposed structure shall be in accordance with the provisions of Development Control Plan 2 - paragraph 2 Town Centre Design Provisions (g) Building Height and Scale.

- 5) The area north of the building constraints line shown on the Layout Plan shall be allocated for car parking purposes/boat storage purposes only.
- 6) Vehicular access to the Marine Facilities area from Masthead Drive shall be determined by agreement with Council, but shall have due regard for the likely impact on adjoining residential area. However, the principal vehicular access point shall be opposite Anchorage Drive. A secondary ingress/egress may be located to provide access to the car parking area.
- 7) A ten (10) metre wide combined landscape mound/strip/bikeway corridor shall be provided for the full length of Masthead Drive (except where any vehicular access to the site exists).
- 8) Car parking within the Marine Facilities area shall be provided at the following rates, unless written variation is agreed with the Council:

- * Yacht Club:

Sufficient spaces to accommodate the amount of vehicular traffic likely, in the opinion of Council, to be generated by any Yacht Club taking into account the fact that parking is provided for the marina and the Commercial/Retail development area and the likely timing of use of such carpark areas.

- * Marina:

(i) Spaces to be provided per wet berth designed for boats:

| | |
|-------------------------|-----|
| (A) 10m and under | 0.6 |
| (B) between 10m and 15m | 0.8 |
| (C) greater than 15m | 1.0 |

(ii) Spaces to be provided per dry berth 0.2

(iii) Spaces to be provided per swing mooring 0.2

(iv) Spaces to be provided per employee 0.5

- 9) For the purposes of the Plan of Development, Marine Facilities purposes exclude:

- * Abrasive blasting
- * General boat building, and
- * Spray painting conducted other than in a building constructed for that purpose;

but include:

- * Chandlery
- * Outboard motor repairs
- * Sail manufacture and repair
- * Marine upholstery
- * Minor repair work, cleaning, engine work and electrical work;
- * Boat ramps;
- * Boat lifts; and
- * Fuelling facility.

These shall be conducted in accordance and in compliance with any statutory and/or any other applicable requirements of a Commonwealth or State Government Authority, Statutory Authority or other Body Corporate acting under the authority of a statute.

- 10) Areas adjacent to the Marine Facilities area shall be landscaped in accordance with the Development Control Plan 2: Streetscape Strategy and a comprehensive landscape planting theme to be adopted throughout the Marine Facilities area and shall have particular regard for the interface between adjoining residential areas to the north and east.
- 11) All vehicular access shall be designed, constructed and maintained to good engineering standards approved by Council.
- 12) A 2.4 metre wide easement for public access purposes shall be created along the waters edge of the Marine Facilities area. The 2.4 metre wide easement shall be dedicated to the Council in association with the signing and sealing of any plan of subdivision relevant to the Marine Facilities area. The Council agrees that during the period of construction of buildings and other improvements on the Marine Facilities area, the easement for public access purposes shall be suspended.
- 13) A 6 metre wide boardwalk shall be constructed over the water along the frontage of that part of the Marine Facilities area to which any Yacht Club is located adjacent. The outer edge of the boardwalk shall at all times including low tide extend over water. The boardwalk shall be constructed in conjunction with the building of any Yacht Club and shall make provision for the connection and integration with the boardwalk to be constructed under clause 3.2(A)(3)(e).
- 14) The Council shall surrender that part of the 2.4 metre wide easement referred to in clause 3.2(B)(12) in which the boardwalk set out in clause 3.2(B)(13) is constructed in exchange for an easement of approximately 150cm in width for public access purposes granted by the owner for the time being of the Marine Facilities area along the waters edge of that part of the Marine Facilities area to which any Yacht Club is located adjacent.

3.2 b) **Harbour Park**

- 1) The area on the Layout Plan to be used for the purpose of the Harbour Park (the Harbour Park area) and adjacent footpaths shall be designed and developed to complement the proposed Bloomfield Streetscape. That part of the Harbour Park area which aligns with Bloomfield Street were that street to continue across Shore Street extending down to the edge of the water (the axis) shall be constructed of hard-standing materials in keeping with the design treatment of the Bloomfield Streetscape and provide for a limited number of special events such as craft fairs, concerts and exhibitions. The design form of the axis should reflect its intended function and incorporate a range of design elements and furniture that will integrate the space with the town.

An area shall be provided for passive open space for casual uses such as lunch time picnics, sitting, reading and the like. Such an area shall be gently sloped upward above the bay to provide prospect across the water. Such areas shall flank both sides of the Bloomfield Street axis.

- 3) The surrounding edge along Shore Street and the unnamed Station access road shall be edged with shade producing and distinctive tree plantings that will re-inforce the Town's traditional image. The planting shall open up into a visual panorama that spans away from the southern end of the Bloomfield Street axis out over the bay.
- 4) The end point of Bloomfield Street, adjacent to the water's edge shall be properly terminated by some form of special design treatment (such as "steps into the bay" or special barrier/shelter edging along the waterfront).
- 5) A minimum 6 metre wide boardwalk shall be constructed over the water along the water's edge of the Harbour Park area between the Commercial/Retail development area and the Residential Medium Density area adjacent to the railway station. The outer edge of the boardwalk shall at all times including low tide extend over water. The boardwalk shall be constructed in conjunction with the development of the substage of which the Harbour Park area forms part.
- 6) A pontoon of sufficient size to enable utilisation by passenger boats at a location generally around the mid-point of the proposed boardwalk shall be constructed to a standard satisfactory to Council. In addition, provision shall be made for two additional points on the boardwalk for pontoons.
- 7) Other pedestrian walkways/bikeway shall be provided generally in a north-south alignment generally along the eastern edge, western and southern edges of the Harbour Park Area.
- 8) Provision shall be made for the filling and drainage of the Harbour Park area in accordance with Council requirements.
- 9) The major design criteria shall be:
 - paving;
 - dwarf walling;
 - edging;
 - trees;
 - grass;
 - termination structure;
 - lighting;
 - seating;
 - irrigation.
- 10) Full road construction, including kerb and channelling, shall be constructed by the Applicant to the frontage of the Harbour Park area.
- 11) The Harbour Park area shall be surrendered as park at the time of registration of a plan of subdivision including the Harbour Park area.

Residential Medium Density

1)

The areas on the Layout Plan to be used for Residential Medium Density purposes (Residential Medium Density areas) shall be developed in accordance with the requirements of Development Control Plan 2 - DIVISION 5 - Objective & Implementation Provisions, Clause 7: Multiple Dwelling Areas. The principal Performance Standards shall be:

Maximum Density: Two Hundred (200) persons per hectare.

Maximum Number of Storeys: Four (4) in area immediately adjacent to the railway, carpark and park and three (3) along the adjacent water front.

Three (3) in area adjacent to Masthead Drive.

Maximum Site Coverage: 45% (unless agreed in writing with Council)

No. of Parking Spaces: One (1) garage space per multiple dwelling unit, plus one visitor space per two (2) multiple dwelling units.

2) The Residential Medium Density areas shall have a consistent visual appearance from the harbour, having regard to heights, forms, setbacks, levels and planting.

To achieve this purpose, Council will not favourably consider any application which will further subdivide the Residential Medium Density area into more than eight (8) Master Lots in the Residential Medium Density area adjacent to the railway station and three (3) Master Lots in the Residential Medium Density area off Masthead Drive. Master Lot means a large lot capable of further subdivision into parcels in respect of which building units plans or group titles plans could be registered.

3) Entry to each Residential Medium Density area shall clearly distinguish between public and private domain.

4) The Residential Medium Density area adjacent to the railway station shall:

provide an east-west pedestrian connection between the two roads which is paved and lit so as to be safe at night; and

demonstrate measures that ensure noise amelioration and privacy for the multiple dwellings along the above described pedestrian connection and railway line boundaries.

5) The Residential Medium Density area adjacent to Masthead Drive shall demonstrate visual and privacy protection measures for multiple dwelling areas adjoining the Marine Facilities area.

6) The Residential Medium Density area off Masthead Drive may be extended further to the north if so desired.

Council may consider the establishment of low-key non-residential uses in the Residential Medium Density area adjacent to the railway station. Such uses shall have due regard for requirements of the Planning Scheme and the amelioration of any noise nuisance and afford visual privacy protection to any adjoining residential use.

8) Buildings and other structures shall be located within the building constraint lines shown on the Layout Plan.

E) Nelson Street Park

In the area designated as Nelson Street Park area on the Layout Plan (Nelson Street Park area), the Applicant shall clean and tidy existing trees and ground area and augment existing trees with planting of native species as agreed. This shall be undertaken in conjunction with the development of substage of which the Nelson Street Park area forms part. The Nelson Street Park area shall be surrendered as park at the time of registration of a plan of subdivision including the Nelson Street Park area.

F) Residential area

The area on the Layout Plan to be used for Residential purposes (Residential area) shall be developed in accordance with the Layout Plan or as otherwise agreed with Council.

8 THE APPLICANT SHALL CONTRIBUTE TO COUNCIL:

(a) The Applicant shall make the following contribution to the Council:

(i) A total amount of \$135,000.00 indexed in accordance with the changes in the CPI from the date of the granting of the development lease, shall be paid to the Council for the Park Improvements to be undertaken in the Harbour Park area.

(ii) As at 30 September 1992 the contribution payable under this clause is \$185,511.00.

(iii) In lieu of the payment of the contribution under clause 8(a)(i) the Applicant may undertake the Park Improvements in full satisfaction of all obligations by the Applicant to contribute to the Council in respect of amenities under the Deed of Agreement.

(iv) Park Improvements mean the following works to be constructed in the Harbour Park area:-

(1) The Harbour Park as shown on the Layout Plan; and

(2) Boardwalk/pontoon/termination structure as shown in blue on the Layout Plan.

(v) The Park Improvements shall be constructed in accordance with the design complementary to and in keeping with the streetscape design for Bloomfield Street, Cleveland approved by the Council in February 1993. The design criteria set out in clause 3.2C(9) shall apply in respect of the Park Improvements.

Council may consider the establishment of low-key non-residential uses in the Residential Medium Density area adjacent to the railway station. Such uses shall have due regard for requirements of the Planning Scheme and the amelioration of any noise nuisance and afford visual privacy protection to any adjoining residential use.

8) Buildings and other structures shall be located within the building constraint lines shown on the Layout Plan.

E) **Nelson Street Park**

In the area designated as Nelson Street Park area on the Layout Plan (Nelson Street Park area), the Applicant shall clean and tidy existing trees and ground area and augment existing trees with planting of native species as agreed. This shall be undertaken in conjunction with the development of substage of which the Nelson Street Park area forms part. The Nelson Street Park area shall be surrendered as park at the time of registration of a plan of subdivision including the Nelson Street Park area.

F) **Residential area**

The area on the Layout Plan to be used for Residential purposes (Residential area) shall be developed in accordance with the Layout Plan or as otherwise agreed with Council.

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(iii) In lieu of the payment of the contribution under clause 8(a)(i) the Applicant may undertake the Park Improvements in full satisfaction of all obligations by the Applicant to contribute to the Council in respect of amenities under the Deed of Agreement.

(iv) Park Improvements mean the following works to be constructed in the Harbour Park area:-

(1) The Harbour Park as shown on the Layout Plan; and

(2) Boardwalk/pontoon/termination structure as shown in blue on the Layout Plan.

(v) The Park Improvements shall be constructed in accordance with the design complementary to and in keeping with the streetscape design for Bloomfield Street, Cleveland approved by the Council in February 1993. The design criteria set out in clause 3.2C(9) shall apply in respect of the Park Improvements.

(vi) The Council shall accept invoices issued to the Applicant in respect of the Park Improvements as binding evidence of the amount expended by the Applicant in undertaking the Park Improvements.

(vii) CPI means the Consumer Price Index (All Groups) compiled and published from time to time by the Australian Bureau of Statistics in relation to the City of Brisbane.

16 (e) (i) Except as otherwise provided in this clause 16, the foreshore of the development shall be maintained by the Applicant for the whole of the period of the development lease. All other works shall have a 12 month maintenance period except the access channels which shall be maintained in accordance with clause 16(d) (as varied by the 1990 Deed) and the works set out in clause 16(e)(iii) which shall be maintained as set out in that clause 16(e)(iii).

(ii) As and from the date 6 months from the date of completion of the works set out in clause 16(e)(iii), the Applicant shall cease to be under any obligation to maintain any foreshore beaches, groynes or other foreshore structures in the area between the 2 access channels and the Council shall thereafter maintain all such foreshore beaches, groynes and other foreshore structures in the area between the 2 access channels.

(iii) The following works shall be maintained by the Applicant for a 6 month period commencing from the date of completion of the following works:

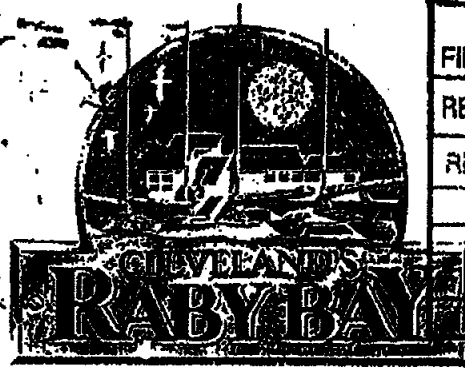
(A) the new groyne on the eastern side of the western channel from the existing rock wall to the first navigation light;

(B) the 5 metre extension of the existing groynes at the western end of beaches 3, 6 and 7 as identified on the plan forming Appendix I (the Beach Plan);

(C) beaches 3-7 as identified on the Beach Plan; and

(D) Placement of 500 cubic metres of sand on beach 3 as identified on the Beach Plan and 250 cubic metres of sand on each of beaches 4 - 7 as defined on the Beach Plan.

PROP5DOC/963
ST/dh



| REDLAND SHIRE COUNCIL | | | | |
|-----------------------|--------|--------|---------|-----------|
| File: 9.1163 ST 11 | | | | |
| RECEIVED - 9 FEB 1993 | | | | |
| REPLY | REPORT | ACTION | INFORM. | ACK. |
| | | | EPD | File |
| | | | | COMMITTEE |
| | | | | |
| | | | | |

3rd February 1993

The Shire Clerk
Redland Shire Council
Po Box 21
CLEVELAND QLD 4163

Attention: Mr Robert Mackie

L.D. 1242

| RECEIVED | |
|-----------------------|--|
| REDLAND SHIRE COUNCIL | |
| - 4 FEB 1993 | |
| TOWN PLANNING | |

Dear Sir,

Re: Amendment to Deed of Agreement

We enclose herewith Deed of Amendment and Amended Second Schedule.

These documents incorporate the changes necessary as a result of Stage 11 Concept Approval, and also address other amendments considered necessary within the Deed of Agreement.

At this stage we have not incorporated any provision within the Deed of Amendment dealing with the zoning of Stage 11, pending further discussions with Mr Gary White. Following those discussions an appropriate provision will be inserted within the Deed of Amendment.

Clause 3 setting out future detailed design requirements has been retained within the Second Schedule - Development Specification, however we consider that this clause should be deleted as the specific design details in respect of the individual precincts cover those matters set out in Clause 3.

A copy of the Deed of Amendment and Design Specification has been forwarded to your solicitors by Messrs Corrs Chambers Westgarth.

We are happy to meet at any time to discuss the proposed amendments, and look forward to your response.

Yours faithfully,
CIVIC PROJECTS (RABY BAY) PTY LTD

s.73 Irrelevant information

Gillian Lock
General Manager

Encls.

CIVIC PROJECTS (RABY BAY) PTY. LTD. A.C.N. 010 076 203

Aboriginal and Torres Strait Islander Cultural Heritage Search Request Form

Cultural Heritage Coordination Unit
GPO Box 2454, Brisbane, 4001
Ph: 07 3239 3647
Email: cultural.heritage@derm.qld.gov.au

A search of the database and register for persons undertaking an activity, section 23(2) (e), under the ACHA (Aboriginal Cultural Heritage Act) and TSICHA (Torres Strait Islander Cultural Heritage Act) will in part satisfy a persons Duty of Care. This form is a request for a search of the database and register. The data provided as a result of this search request is provided to satisfy [your duty of care](#) and the information should not be shared with other persons.

Submission Acknowledgement

Your form has been successfully submitted. Please keep a copy of this acknowledgement for your records.

Date and time

22 Nov 2011 2:55:23 PM

Form submission ID

856336

To save or print a copy of this receipt go to the "File" menu and select "Save as" or "Print".

1. Application Details

Name *

Last Name

Howard

First Name

Judi

Organisation

DERM

Address

Street No

32

Street Name

Tansey Street

Suburb

Beenleigh

State

QLD

Postcode

4207

Contact Details *

Phone

3884 8047

Fax

3884 8024

Email

judi.howard@derm.qld.gov.au

Results Required

Aboriginal Party Contact Details Only.

2. Project/Proposed Activity Details

Please refer to the Cultural Heritage [Duty of Care Guidelines](#) before completing this section.

Client Name/Organisation

Port Binnli Pty Ltd

Description of Proposed Activity *

Land Tenure

Which category of the Cultural Heritage *Duty of Care Guidelines* will your activity proceed under?

1 2 3 4 5

3. Location *

Search *

Lot On Plan

Plan Number *

CP895066

Lot Number *

8

Buffer Width (metres) *

80.0

X

Add Search Criteria

Press the "Add Search Criteria" button to specify additional search criteria.

Extraneous lines may be removed by pressing the "x" button on the corresponding line.

Notes: For Digital Data searches, all related files relating to one search must be placed together within the one zip file.

When specifying a buffer width, this will be calculated in metres and will specify the width outside the search area.

Tomorrow's Queensland:
strong, green, smart, healthy and fair



Published on Resources Disclosure Log
RTI Act 2009

Date : 8/12/2011 12:02:08 PM

From : "Faulkner Vanessa"

To : "Howard Judi"

Subject : Cultural Heritage Search - 856336

I refer to your application in which you requested advice on Aboriginal cultural heritage places recorded on the above location.

I wish to advise that no Aboriginal cultural heritage is recorded on the Cultural Heritage Database and Register in your specific search area, from the data provided by you. However, it is probable that the absence of recorded Aboriginal cultural heritage places reflects a lack of previous cultural heritage surveys of the area. Therefore, our records are not likely to reflect a true picture of the Aboriginal cultural heritage values of the area.

All significant Aboriginal cultural heritage in Queensland is protected under the Aboriginal Cultural Heritage Act 2003, and penalty provisions apply for any unauthorized harm. Under the legislation a person carrying out an activity must take all reasonable and practical measures to ensure the activity does not harm Aboriginal Cultural Heritage. This applies whether or not such places are recorded in an official register and whether or not they are located in, on or under private land.

Aboriginal cultural heritage, which may occur on the subject property, is protected under the terms of the Aboriginal Cultural Heritage Act 2003 even if the Department of Environment & Resource Management has no records relating to it.

Please refer to our website www.derm.qld.gov.au/cultural_heritage/index.html for a copy of the gazetted Cultural Heritage duty of care guidelines, which set out reasonable and practical measures for meeting the duty of care.

There is currently no registered Cultural Heritage body for the 8CP895066 area.

There is currently no registered Aboriginal party for the 8CP895066 area.

For the 8CP895066 area without a registered Aboriginal party, an appropriate contact can be identified by:

John Schiavo
A/Principal Advisor
South East Region
Ph: 3239 3653

Should you have any further queries, please do not hesitate to contact me on (07) 3239 3648.

Vanessa Faulkner
Policy Officer
Cultural Heritage Coordination Unit
Aboriginal and Torres Strait Islander Land Services
Telephone: (07) 3247 4625 **Facsimile:** (07) 3238 3842
www.derm.qld.gov.au

Department of Environment and Resource Management
Level 11, Mineral House
41 George Street, Brisbane QLD 4000
GPO Box 2454, Brisbane QLD 4000

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 21/12/2011 13:54

Title Reference: 40060948
Date Created: 28/09/2010

DESCRIPTION OF LAND

Tenure Reference: TL 0/234412

LOT 8 CROWN PLAN 895066 Parish of CLEVELAND
County of STANLEY
Local Government: REDLAND

Area: 1.852000 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
MARINE FACILITY

TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 06/09/2010

Expiring on 05/09/2040

REGISTERED LESSEE

PORT BINNLI PTY LTD A.C.N. 062 169 751

CONDITIONS

For Internal Use Only - Not to be used for External Viewing

Page 1/18

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 21/12/2011 13:54

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- A78
- (1) The lessee must use the leased land for marine facility purposes namely a commercial marina.
 - (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 Redland 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 Redland 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 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.
 - (12) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.

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Page 2/18

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 21/12/2011 13:54

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- A89 (1) The lessee must allow any person authorised under the Forestry Act 1959 access to the leased land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the leased land.
- (2) Except as hereinafter provided the lessee must not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the leased land without the permission of the Minister administering the Land Act 1994 except under the authority of and in compliance in every respect with the requirements or a permit, licence, agreement or contract granted or made under the Forestry Act 1959.
- A90 Further to Condition A78 clause (11), the lessee must remove and rehabilitate the area to the satisfaction of the Minister administering the Land Act 1994 within a period of three (3) months from the date of expiration, forfeiture or surrender 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 from the commencement of the lease and to the satisfaction of the Minister administering the Land Act 1994, ensure the good conduct of all persons within the leased area.
- C345 The Minister administering the Land Act 1994 may resume the whole or any part of the leased land, provided the said Minister gives the lessee six (6) months notice. Compensation to the lessee will be for lawful improvements only, as provided for under the Land Act 1994.
- 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 requirements of the Redland City Council.

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Page 3/18

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 21/12/2011 13:54

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- C354 If, as a result of carrying out works or any other cause attributable to the lessee any bank is displaced, the lessee must, at the lessees' expense, restore the bank or revetment wall to its former condition and take such other action as is necessary to ensure the stability of the bank or revetment wall to the satisfaction of the Minister administering the Land Act 1994.
- E22 The lessee must, during the currency of the lease protect the leased land from erosion and effect such works as are considered necessary by the Minister administering the Land Act 1994.
- E23 The lessee must ensure that each and every activity undertaken on the leased land which has the potential to pollute and/or contaminate is carried out in such a manner as to prevent this from occurring.
- G61 The lessee of this lease is not allowed to make an application for conversion in terms of the Land Act 1994.
- H123 The provision of further access to the leased land will not be the responsibility of the Redland City Council or the State.
- H126 The lessee must, at all times during the currency of the lease, allow officers of the Department of Environment and Resource Management, their employees and their servant, free and unrestricted access to, from and across the leased land.
- 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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Page 4/18

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 21/12/2011 13:54

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- 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 administering the Land Act 1994, 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 administering the Land Act 1994 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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Page 5/18

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 21/12/2011 13:54

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- I70 The lessee hereby covenants and agrees with the Minister administering the Land Act 1994, that by virtue of the execution of this lease, no liability is stated or implied or will attach to the said Minister in respect of any loss or damage to the leased land or to any improvements thereon caused by the effects of inundation by seawater through storm surge, other forms of tidal or other result or consequence caused by global climatic change.
- L110 The lessee must, to the satisfaction of the Minister administering the Land Act 1994 and the Redland City Council, maintain improvements on the leased land in a good and substantial state of repair.
- L116 The lessee must not effect any 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.
- M543 The lessee must not keep, store or permit to be kept or stored on the leased land any materials of a dangerous, flammable or explosive nature unless all statutes, local laws and regulations applicable to the keeping and storage of such materials have been complied with in every respect.
- T31 The lessee must not in any way interfere with any navigation mark or light erected on the leased land.
- T32 The lessee must, to the satisfaction of the Department of Transport, keep the sight line of any navigation leads which cross the leased land clear of obstructions. However, with the prior approval of the Department of Transport, the lessee may make alternative arrangements for relocating any of the said leads.
- T33 The lessee must not allow any vessel moored within the leased land to be used as a permanent place for human habitation without the prior approval of the Department of Environment and Resource Management and the Redland City Council.
- T34 The lessee must supply, install and maintain, at the lessees' expense, any navigation lights, buoys, marks and warning signs which the Department of Transport considers necessary.
- T35 All works constructed in, on, over, through or across and below high water mark within the leased land must be maintained.

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Page 6/18

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 21/12/2011 13:54

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- 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 .
- T37 The lessee must, at the lessees' expense and to the satisfaction and requirements of the Redland City Council , provide facilities for the disposal and collection ashore of human wastes and other litter and dry or wet refuse or waste materials from vessels. The lesseemay and if required to install an external system to enable the connection to vessels of a line through which sewerage may be pumped to a shore based receival station to enable collection.
- 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 from the Department administering the Coastal Protection and Management Act 1995.
- U44 The leased land must only be used in conjunction with the adjoining commercial development.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Lease No. 40060948
2. SUB LEASE No 713500091 05/10/2010 at 14:07
RABY BAY MARINA PTY LTD A.C.N. 065 024 688
OF THE WHOLE OF THE LAND
TERM: 12/03/1997 TO 22/12/2026 OPTION NIL
Lodged at 14:07 on 05/10/2010 Recorded at 12:24 on 07/10/2010

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Page 7/18

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 21/12/2011 13:54

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

3. SUB LEASE No 713687684 28/01/2011 at 14:54
SUB LEASE: 713500091
s.73 Irrelevant information TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
LEASE CN ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 14:54 on 28/01/2011 Recorded at 15:19 on 31/01/2011
4. SUB LEASE No 713758287 15/03/2011 at 10:08
SUB LEASE: 713500091
s.73 Irrelevant information TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
OF LEASE BB ON SP231779
TERM: 16/6/1997 TO 31/12/2024 OPTION NIL
Lodged at 10:08 on 15/03/2011 Recorded at 10:14 on 25/03/2011
5. SUB LEASE No 713758309 15/03/2011 at 10:13
SUB LEASE: 713500091
ZJAN PTY LTD A.C.N. 110 384 319 TRUSTEE
UNDER DOCUMENT 713758309
OF LEASE BT ON SP231779
TERM: 20/2/1997 TO 31/12/2024 OPTION NIL
Lodged at 10:13 on 15/03/2011 Recorded at 10:14 on 25/03/2011
6. SUB LEASE No 713758323 15/03/2011 at 10:16
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 713758323
OF LEASE BZA ON SP231779
TERM: 02/08/2001 TO 31/12/2024 OPTION NIL
Lodged at 10:16 on 15/03/2011 Recorded at 14:55 on 06/05/2011
7. SUB LEASE No 713758335 15/03/2011 at 10:19
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE CS ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:19 on 15/03/2011 Recorded at 10:14 on 25/03/2011
8. SUB LEASE No 713758351 15/03/2011 at 10:21
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE BF ON SP231779
TERM: 11/08/1997 TO 31/12/2024 OPTION NIL
Lodged at 10:21 on 15/03/2011 Recorded at 10:14 on 25/03/2011

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Page 8/18

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 21/12/2011 13:54

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

9. SUB LEASE No 713758403 15/03/2011 at 10:27
SUB LEASE: 713500091
RENTSHIRE PTY LTD A.C.N. 060 054 686 TRUSTEE
UNDER DOCUMENT 713758403
OF LEASE BE ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:27 on 15/03/2011 Recorded at 10:14 on 25/03/2011
10. SUB LEASE No 713758440 15/03/2011 at 10:30
SUB LEASE: 713500091
STYNES ENTERPRISES PTY LTD A.C.N. 052 422 867 TRUSTEE
UNDER DOCUMENT 713758440
OF LEASE CG ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:30 on 15/03/2011 Recorded at 14:55 on 06/05/2011
11. SUB LEASE No 713758452 15/03/2011 at 10:32
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE BA ON SP231779
TERM: 21/08/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:32 on 15/03/2011 Recorded at 10:14 on 25/03/2011
12. SUB LEASE No 713758461 15/03/2011 at 10:33
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE CO ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:33 on 15/03/2011 Recorded at 10:14 on 25/03/2011
13. SUB LEASE No 713758480 15/03/2011 at 10:34
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE CQ ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:34 on 15/03/2011 Recorded at 10:14 on 25/03/2011
14. SUB LEASE No 713758483 15/03/2011 at 10:35
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE CR ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:35 on 15/03/2011 Recorded at 10:14 on 25/03/2011
15. SUB LEASE No 713758503 15/03/2011 at 10:36
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE AJ ON SP231779
TERM: 14/04/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:36 on 15/03/2011 Recorded at 10:14 on 25/03/2011

For Internal Use Only - Not to be used for External Viewing

Page 9/18

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 21/12/2011 13:54

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

16. SUB LEASE No 713758510 15/03/2011 at 10:37
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE CA ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:37 on 15/03/2011 Recorded at 10:14 on 25/03/2011
17. SUB LEASE No 713758522 15/03/2011 at 10:39
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
OF LEASE CH ON SP231779
TERM: 13/03/1997 TO 31/12/2024 OPTION NIL
Lodged at 10:39 on 15/03/2011 Recorded at 10:14 on 25/03/2011
18. SUB LEASE No 713758528 15/03/2011 at 10:41
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information
UNDER DOCUMENT 713758528
OF LEASE AV ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:41 on 15/03/2011 Recorded at 10:14 on 25/03/2011
19. SUB LEASE No 713758533 15/03/2011 at 10:43
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE AW ON SP231779
TERM: 11/08/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:43 on 15/03/2011 Recorded at 10:14 on 25/03/2011
20. SUB LEASE No 713758538 15/03/2011 at 10:44
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE CT ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:44 on 15/03/2011 Recorded at 10:14 on 25/03/2011
21. SUB LEASE No 713858312 18/05/2011 at 10:20
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE AH ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:20 on 18/05/2011 Recorded at 15:21 on 25/05/2011

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Page 10/18

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 21/12/2011 13:54

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

22. SUB LEASE No 713858356 18/05/2011 at 10:26
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 713858356
OF LEASE AN ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:26 on 18/05/2011 Recorded at 15:21 on 25/05/2011
23. SUB LEASE No 713858378 18/05/2011 at 10:29
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE AQ ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:29 on 18/05/2011 Recorded at 15:21 on 25/05/2011
24. SUB LEASE No 713858388 18/05/2011 at 10:32
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE AR ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:32 on 18/05/2011 Recorded at 11:26 on 15/06/2011
25. SUB LEASE No 713858393 18/05/2011 at 10:36
SUB LEASE: 713500091
s.73 Irrelevant informati
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 713858393
OF LEASE AU ON SP231779
TERM: 11/08/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:36 on 18/05/2011 Recorded at 15:21 on 25/05/2011
26. SUB LEASE No 713858409 18/05/2011 at 10:41
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE BD ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:41 on 18/05/2011 Recorded at 15:21 on 25/05/2011
27. SUB LEASE No 713858428 18/05/2011 at 10:44
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE BO ON SP231779
TERM: 11/08/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:44 on 18/05/2011 Recorded at 15:21 on 25/05/2011
28. SUB LEASE No 713858441 18/05/2011 at 10:47
SUB LEASE: 713500091
s.73 Irrelevant informati
s.73 Irrelevant information JOINT TENANTS
OF LEASE BR ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:47 on 18/05/2011 Recorded at 15:21 on 25/05/2011

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Page 11/18

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 21/12/2011 13:54

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

29. SUB LEASE No 713858495 18/05/2011 at 10:57
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE CD ON SP231779
TERM: 11/08/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:57 on 18/05/2011 Recorded at 15:21 on 25/05/2011
30. SUB LEASE No 713858504 18/05/2011 at 11:00
SUB LEASE: 713500091
s.73 Irrelevant information TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
OF LEASE CE ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 11:00 on 18/05/2011 Recorded at 11:26 on 15/06/2011
31. SUB LEASE No 713858511 18/05/2011 at 11:03
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE CJ ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 11:03 on 18/05/2011 Recorded at 11:26 on 15/06/2011
32. SUB LEASE No 713858529 18/05/2011 at 11:06
SUB LEASE: 713500091
LAKEBERN PTY LTD A.C.N. 010 637 288 AS TRUSTEE
UNDER INSTRUMENT 713858529
OF LEASE CK ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 11:06 on 18/05/2011 Recorded at 09:22 on 20/07/2011
33. SUB LEASE No 713858545 18/05/2011 at 11:10
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE CL ON SP231779
TERM: 21/12/2001 TO 31/12/2024 OPTION NIL
Lodged at 11:10 on 18/05/2011 Recorded at 15:21 on 25/05/2011
34. SUB LEASE No 713858559 18/05/2011 at 11:12
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE CM ON SP231779
TERM: 01/10/1998 TO 31/12/2024 OPTION NIL
Lodged at 11:12 on 18/05/2011 Recorded at 16:42 on 25/05/2011
35. SUB LEASE No 713858570 18/05/2011 at 11:14
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE CP ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 11:14 on 18/05/2011 Recorded at 15:21 on 25/05/2011

For Internal Use Only - Not to be used for External Viewing

Page 12/18

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 21/12/2011 13:54

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

36. SUB LEASE No 713858580 18/05/2011 at 11:17
SUB LEASE: 713500091
[s.73 Irrelevant information]
[s.73 Irrelevant information] JOINT TENANTS
OF LEASE CU ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 11:17 on 18/05/2011 Recorded at 15:21 on 25/05/2011
37. SUB LEASE No 713858594 18/05/2011 at 11:19
SUB LEASE: 713500091
[s.73 Irrelevant information] TENANT IN COMMON 1/2
[s.73 Irrelevant information] TENANT IN COMMON 1/2
OF LEASE CX ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 11:19 on 18/05/2011 Recorded at 15:21 on 25/05/2011
38. SUB LEASE No 713874682 26/05/2011 at 14:49
SUB LEASE: 713500091
[s.73 Irrelevant information] TENANT IN COMMON 1/2
[s.73 Irrelevant information] TENANT IN COMMON 1/2
OF LEASE BX ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 14:49 on 26/05/2011 Recorded at 11:39 on 27/05/2011
39. SUB LEASE No 713965817 19/07/2011 at 12:25
SUB LEASE: 713500091
[s.73 Irrelevant information]
OF LEASE AE ON SP231779
TERM: 01/05/1997 TO 31/12/2024 OPTION NIL
Lodged at 12:25 on 19/07/2011 Recorded at 09:03 on 22/07/2011
40. SUB LEASE No 713965825 19/07/2011 at 12:26
SUB LEASE: 713500091
FORTMERE PTY LTD A.C.N. 133 701 667 TRUSTEE
UNDER DOCUMENT 713965825
OF LEASE AI ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 12:26 on 19/07/2011 Recorded at 09:03 on 22/07/2011
41. SUB LEASE No 713965832 19/07/2011 at 12:29
SUB LEASE: 713500091
[s.73 Irrelevant information]
OF LEASE AS ON SP231779
TERM: 18/09/1998 TO 31/12/2024 OPTION NIL
Lodged at 12:29 on 19/07/2011 Recorded at 09:03 on 22/07/2011
42. SUB LEASE No 713965837 19/07/2011 at 12:31
SUB LEASE: 713500091
[s.73 Irrelevant information]
OF LEASE BG ON SP231779
TERM: 01/06/1997 TO 31/12/2024 OPTION NIL
Lodged at 12:31 on 19/07/2011 Recorded at 09:03 on 22/07/2011

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Page 13/18

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 21/12/2011 13:54

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

43. SUB LEASE No 713965846 19/07/2011 at 12:33
SUB LEASE: 713500091
s.73 Irrelevant information TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
OF LEASE BL ON SP231779
TERM: 11/08/1997 TO 31/12/2024 OPTION NIL
Lodged at 12:33 on 19/07/2011 Recorded at 09:03 on 22/07/2011
44. SUB LEASE No 713965850 19/07/2011 at 12:35
SUB LEASE: 713500091
SUTHERWELD PTY LTD A.C.N. 069 315 582 TRUSTEE
UNDER DOCUMENT 713965850
OF LEASE BP ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 12:35 on 19/07/2011 Recorded at 09:03 on 22/07/2011
45. SUB LEASE No 713965854 19/07/2011 at 12:37
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE BS ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 12:37 on 19/07/2011 Recorded at 09:03 on 22/07/2011
46. SUB LEASE No 713965856 19/07/2011 at 12:38
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE BZ ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 12:38 on 19/07/2011 Recorded at 09:03 on 22/07/2011
47. SUB LEASE No 713965863 19/07/2011 at 12:42
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 713965863
OF LEASE BZB ON SP231779
TERM: 15/04/1997 TO 31/12/2024 OPTION NIL
Lodged at 12:42 on 19/07/2011 Recorded at 09:56 on 05/08/2011
48. SUB LEASE No 713965866 19/07/2011 at 12:45
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE CB ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 12:45 on 19/07/2011 Recorded at 10:00 on 05/08/2011

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Page 14/18

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 21/12/2011 13:54

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

49. SUB LEASE No 713965868 19/07/2011 at 12:46
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE CC ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 12:46 on 19/07/2011 Recorded at 09:03 on 22/07/2011
50. SUB LEASE No 713965871 19/07/2011 at 12:48
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE CF ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 12:48 on 19/07/2011 Recorded at 09:03 on 22/07/2011
51. SUB LEASE No 713965876 19/07/2011 at 12:49
SUB LEASE: 713500091
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 713965876
OF LEASE CW ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 12:49 on 19/07/2011 Recorded at 09:18 on 23/08/2011
52. SUB LEASE No 713996354 04/08/2011 at 15:05
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE BW ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 15:05 on 04/08/2011 Recorded at 13:56 on 16/08/2011
53. SUB LEASE No 713996381 04/08/2011 at 15:08
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE BU ON SP231779
TERM: 11/08/1998 TO 31/12/2024 OPTION NIL
Lodged at 15:08 on 04/08/2011 Recorded at 15:06 on 08/08/2011
54. SUB LEASE No 713996400 04/08/2011 at 15:09
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 713996400
OF LEASE CI ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 15:09 on 04/08/2011 Recorded at 15:06 on 08/08/2011
55. SUB LEASE No 713996404 04/08/2011 at 15:10
SUB LEASE: 713500091
TEMLAYTE PTY LTD A.C.N. 104 325 591 TRUSTEE
UNDER DOCUMENT 713996404
OF LEASE AP ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 15:10 on 04/08/2011 Recorded at 08:35 on 16/08/2011

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Page 15/18

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 21/12/2011 13:54

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

56. SUB LEASE No 713996420 04/08/2011 at 15:11
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE AK ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 15:11 on 04/08/2011 Recorded at 15:06 on 08/08/2011
57. SUB LEASE No 714025021 24/08/2011 at 12:36
SUB LEASE: 713500091
s.73 Irrelevant informa TRUSTEE
UNDER DOCUMENT 714025021
OF LEASE BY ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 12:36 on 24/08/2011 Recorded at 14:28 on 26/08/2011
58. SUB LEASE No 714025026 24/08/2011 at 12:43
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE CV ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 12:43 on 24/08/2011 Recorded at 14:28 on 26/08/2011
59. SUB LEASE No 714025032 24/08/2011 at 12:45
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE BV ON SP231779
TERM: 18/11/1999 TO 31/12/2024 OPTION NIL
Lodged at 12:45 on 24/08/2011 Recorded at 14:28 on 26/08/2011
60. SUB LEASE No 714027656 25/08/2011 at 13:51
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE BQ ON SP231779
TERM: 28/10/1998 TO 31/12/2024 OPTION NIL
Lodged at 13:51 on 25/08/2011 Recorded at 14:35 on 26/08/2011
61. SUB LEASE No 714110783 13/10/2011 at 14:49
SUB LEASE: 713500091
s.73 Irrelevant information TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
OF LEASE AL ON SP231779
TERM: 11/08/1998 TO 31/12/2024 OPTION NIL
Lodged at 14:49 on 13/10/2011 Recorded at 16:46 on 26/10/2011
62. SUB LEASE No 714110792 13/10/2011 at 14:50
SUB LEASE: 713500091
s.73 Irrelevant inform TENANT IN COMMON 1/2
s.73 Irrelevant info TENANT IN COMMON 1/2
OF LEASE BN ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 14:50 on 13/10/2011 Recorded at 13:15 on 20/10/2011

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Page 16/18

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 21/12/2011 13:54

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

63. SUB LEASE No 714133088 27/10/2011 at 15:13
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information
UNDER DOCUMENT 714133088
OF LEASE AM ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 15:13 on 27/10/2011 Recorded at 13:27 on 29/11/2011
64. SUB LEASE No 714133095 27/10/2011 at 15:17
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE AT ON SP231779
TERM: 14/10/1998 TO 31/12/2024 OPTION NIL
Lodged at 15:17 on 27/10/2011 Recorded at 16:49 on 03/11/2011
65. SUB LEASE No 714135511 28/10/2011 at 15:41
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 714135511
OF LEASE BM ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 15:41 on 28/10/2011 Recorded at 09:19 on 04/11/2011
66. SUB LEASE No 714138758 01/11/2011 at 13:00
SUB LEASE: 713500091
CRAMPTON AUTOMATIVE (INVESTMENTS) PTY LTD A.C.N. 059 537 129
TRUSTEE
UNDER DOCUMENT 714138758
OF LEASE AF ON SP231779
TERM: 26/10/1997 TO 31/12/2024 OPTION NIL
Lodged at 13:00 on 01/11/2011 Recorded at 14:12 on 03/11/2011
67. SUB LEASE No 714138762 01/11/2011 at 13:01
SUB LEASE: 713500091
s.73 Irrelevant information TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
OF LEASE AO ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 13:01 on 01/11/2011 Recorded at 14:12 on 03/11/2011
68. SUB LEASE No 714151406 08/11/2011 at 15:01
SUB LEASE: 713500091
CRAMPTON AUTOMATIVE (INVESTMENTS) PTY LTD A.C.N. 059 537 129
TRUSTEE
UNDER DOCUMENT 714151406
OF LEASE BC ON SP231779
TERM: 02/12/1998 TO 31/12/2024 OPTION NIL
Lodged at 15:01 on 08/11/2011 Recorded at 08:21 on 10/11/2011

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Page 17/18

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 21/12/2011 13:54

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

69. SUB LEASE No 714183277 25/11/2011 at 15:41
SUB LEASE: 713500091
FREER PROPERTIES PTY LTD A.C.N. 121 035 729 TRUSTEE 1/2
UNDER DOCUMENT 714183277
JKK & DMK PROPERTIES PTY LTD A.C.N. 121 035 318 TRUSTEE 1/2
UNDER DOCUMENT 714183277
OF LEASE AG ON SP231779
TERM: 18/08/1998 TO 31/12/2024 OPTION NIL
Lodged at 15:41 on 25/11/2011 Recorded at 13:22 on 05/12/2011

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS

| Dealing | Type | Lodgement Date | Status | Location |
|-----------|-------------|------------------|--------|----------|
| 714230759 | TFR OF DLNG | 21/12/2011 13:40 | UNV | EL-GEN - |

Corrections have occurred - Refer to Historical Search

Caution - Charges do not necessarily appear in order of priority

** 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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Page 18/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 19/04/2013 10:47

Title Reference: 40060948
Date Created: 28/09/2010

DESCRIPTION OF LAND

Tenure Reference: TL 0/234412

LOT 8 CROWN PLAN 895066 Parish of CLEVELAND
County of STANLEY
Local Government: REDLAND

Area: 1.852000 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
MARINE FACILITY

TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 06/09/2010

Expiring on 05/09/2040

REGISTERED LESSEE

PORT BINNLI PTY LTD A.C.N. 062 169 751

CONDITIONS

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Page 1/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 19/04/2013 10:47

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- A78
- (1) The lessee must use the leased land for marine facility purposes namely a commercial marina.
 - (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 Redland 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 Redland 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 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.
 - (12) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.

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Page 2/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 19/04/2013 10:47

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- A89 (1) The lessee must allow any person authorised under the Forestry Act 1959 access to the leased land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the leased land.
- (2) Except as hereinafter provided the lessee must not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the leased land without the permission of the Minister administering the Land Act 1994 except under the authority of and in compliance in every respect with the requirements of a permit, licence, agreement or contract granted or made under the Forestry Act 1959.
- A90 Further to Condition A78 clause (11), the lessee must remove and rehabilitate the area to the satisfaction of the Minister administering the Land Act 1994 within a period of three (3) months from the date of expiration, forfeiture or surrender 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 from the commencement of the lease and to the satisfaction of the Minister administering the Land Act 1994, ensure the good conduct of all persons within the leased area.
- C345 The Minister administering the Land Act 1994 may resume the whole or any part of the leased land, provided the said Minister gives the lessee six (6) months notice. Compensation to the lessee will be for lawful improvements only, as provided for under the Land Act 1994.
- 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 requirements of the Redland City Council.

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Page 3/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 19/04/2013 10:47

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- C354 If, as a result of carrying out works or any other cause attributable to the lessee any bank is displaced, the lessee must, at the lessees' expense, restore the bank or revetment wall to its former condition and take such other action as is necessary to ensure the stability of the bank or revetment wall to the satisfaction of the Minister administering the Land Act 1994.
- E22 The lessee must, during the currency of the lease protect the leased land from erosion and effect such works as are considered necessary by the Minister administering the Land Act 1994.
- E23 The lessee must ensure that each and every activity undertaken on the leased land which has the potential to pollute and/or contaminate is carried out in such a manner as to prevent this from occurring.
- G61 The lessee of this lease is not allowed to make an application for conversion in terms of the Land Act 1994.
- H123 The provision of further access to the leased land will not be the responsibility of the Redland City Council or the State.
- H126 The lessee must, at all times during the currency of the lease, allow officers of the Department of Environment and Resource Management, their employees and their servant, free and unrestricted access to, from and across the leased land.
- 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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Page 4/18

Search Date: 19/04/2013 10:47

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- 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 administering the Land Act 1994, 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 administering the Land Act 1994 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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Page 5/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 19/04/2013 10:47

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- I70 The lessee hereby covenants and agrees with the Minister administering the Land Act 1994, that by virtue of the execution of this lease, no liability is stated or implied or will attach to the said Minister in respect of any loss or damage to the leased land or to any improvements thereon caused by the effects of inundation by seawater through storm surge, other forms of tidal or other result or consequence caused by global climatic change.
- L110 The lessee must, to the satisfaction of the Minister administering the Land Act 1994 and the Redland City Council, maintain improvements on the leased land in a good and substantial state of repair.
- L116 The lessee must not effect any 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.
- M543 The lessee must not keep, store or permit to be kept or stored on the leased land any materials of a dangerous, flammable or explosive nature unless all statutes, local laws and regulations applicable to the keeping and storage of such materials have been complied with in every respect.
- T31 The lessee must not in any way interfere with any navigation mark or light erected on the leased land.
- T32 The lessee must, to the satisfaction of the Department of Transport, keep the sight line of any navigation leads which cross the leased land clear of obstructions. However, with the prior approval of the Department of Transport, the lessee may make alternative arrangements for relocating any of the said leads.
- T33 The lessee must not allow any vessel moored within the leased land to be used as a permanent place for human habitation without the prior approval of the Department of Environment and Resource Management and the Redland City Council.
- T34 The lessee must supply, install and maintain, at the lessees' expense, any navigation lights, buoys, marks and warning signs which the Department of Transport considers necessary.
- T35 All works constructed in, on, over, through or across and below high water mark within the leased land must be maintained.

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Page 6/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 19/04/2013 10:47

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- 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 .
- T37 The lessee must, at the lessees' expense and to the satisfaction and requirements of the Redland City Council , provide facilities for the disposal and collection ashore of human wastes and other litter and dry or wet refuse or waste materials from vessels. The lesseemay and if required to install an external system to enable the connection to vessels of a line through which sewerage may be pumped to a shore based receival station to enable collection.
- 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 from the Department administering the Coastal Protection and Management Act 1995.
- U44 The leased land must only be used in conjunction with the adjoining commercial development.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 40060948
2. SUB LEASE No 714900475 23/01/2013 at 16:08
RABY BAY MARINA PTY LTD A.C.N. 065 024 668
OF THE WHOLE OF THE LAND
TERM: 23/01/2013 TO 05/06/2040 OPTION NIL
Lodged at 16:08 on 23/01/2013 Recorded at 15:21 on 11/02/2013

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Page 7/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 19/04/2013 10:47

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

3. SUB LEASE No 714937163 14/02/2013 at 15:37
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE AH ON SP231779
TERM: 08/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:37 on 14/02/2013 Recorded at 12:04 on 21/03/2013
4. SUB LEASE No 714937165 14/02/2013 at 15:38
SUB LEASE: 714900475
s.73 Irrelevant infor
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 714937165
OF LEASE AV ON SP231779
TERM: 08/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:38 on 14/02/2013 Recorded at 12:04 on 21/03/2013
5. SUB LEASE No 714937167 14/02/2013 at 15:38
SUB LEASE: 714900475
RENTSHIRE PTY LTD A.C.N. 060 054 686 TRUSTEE
UNDER DOCUMENT 714937167
OF LEASE BE ON SP231779
TERM: 08/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:38 on 14/02/2013 Recorded at 12:04 on 21/03/2013
6. SUB LEASE No 714937169 14/02/2013 at 15:38
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE CL ON SP231779
TERM: 08/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:38 on 14/02/2013 Recorded at 12:04 on 21/03/2013
7. SUB LEASE No 714937170 14/02/2013 at 15:38
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE CM ON SP231779
TERM: 08/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:38 on 14/02/2013 Recorded at 12:04 on 21/03/2013
8. SUB LEASE No 714937173 14/02/2013 at 15:39
SUB LEASE: 714900475
s.73 Irrelevant information TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
OF LEASE CN ON SP231779
TERM: 08/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:39 on 14/02/2013 Recorded at 12:04 on 21/03/2013
9. SUB LEASE No 714937175 14/02/2013 at 15:39
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE CO ON SP231779
TERM: 08/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:39 on 14/02/2013 Recorded at 12:04 on 21/03/2013

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Page 8/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 19/04/2013 10:47

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

10. SUB LEASE No 714937177 14/02/2013 at 15:39
SUB LEASE: 714900475
s.73 Irrelevant info
OF LEASE CR ON SP231779
TERM: 08/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:39 on 14/02/2013 Recorded at 12:04 on 21/03/2013
11. TRANSFER No 715017080 05/04/2013 at 10:49
SUB LEASE: 714937177
s.73 Irrelevant information
Lodged at 10:49 on 05/04/2013 Recorded at 12:40 on 12/04/2013
12. SUB LEASE No 714937178 14/02/2013 at 15:39
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE CT ON SP231779
TERM: 08/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:39 on 14/02/2013 Recorded at 12:04 on 21/03/2013
13. SUB LEASE No 714975532 11/03/2013 at 15:08
SUB LEASE: 714900475
s.73 Irrelevant informati TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
OF LEASE AA ON SP231779
TERM: 27/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:08 on 11/03/2013 Recorded at 13:19 on 15/03/2013
14. SUB LEASE No 714975533 11/03/2013 at 15:09
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE AE ON SP231779
TERM: 27/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:09 on 11/03/2013 Recorded at 13:19 on 15/03/2013
15. SUB LEASE No 714975534 11/03/2013 at 15:09
SUB LEASE: 714900475
CRAMPTON AUTOMOTIVE (INVESTMENTS) PTY LTD A.C.N. 059 537 129
TRUSTEE
OF LEASE AF ON SP231779
TERM: 27/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:09 on 11/03/2013 Recorded at 13:19 on 15/03/2013
16. SUB LEASE No 714975539 11/03/2013 at 15:10
SUB LEASE: 714900475
JKK & DMK PROPERTIES PTY LTD A.C.N. 121 035 318 TRUSTEE 1/2
UNDER DOCUMENT 714975539
FREER PROPERTIES PTY LTD A.C.N. 121 035 729 TRUSTEE 1/2
UNDER DOCUMENT 714975539
OF LEASE AG ON SP231779
TERM: 27/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:10 on 11/03/2013 Recorded at 13:19 on 15/03/2013

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Page 9/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 19/04/2013 10:47

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

17. SUB LEASE No 714975544 11/03/2013 at 15:10
SUB LEASE: 714900475
FORTMERE PTY LTD A.C.N. 133 701 667 TRUSTEE
UNDER DOCUMENT 714975544
OF LEASE AI ON SP 231779
TERM: 08/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:10 on 11/03/2013 Recorded at 13:19 on 15/03/2013
18. SUB LEASE No 714975546 11/03/2013 at 15:10
SUB LEASE: 714900475
s.73 Irrelevant inform
s.73 Irrelevant information JOINT TENANTS
OF LEASE AJ ON SP231779
TERM: 27/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:10 on 11/03/2013 Recorded at 13:19 on 15/03/2013
19. SUB LEASE No 714975547 11/03/2013 at 15:11
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE AK ON SP231779
TERM: 01/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:11 on 11/03/2013 Recorded at 13:19 on 15/03/2013
20. SUB LEASE No 714975549 11/03/2013 at 15:11
SUB LEASE: 714900475
s.73 Irrelevant information TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
OF LEASE AL ON SP231779
TERM: 01/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:11 on 11/03/2013 Recorded at 13:19 on 15/03/2013
21. SUB LEASE No 714975550 11/03/2013 at 15:12
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 714975550
OF LEASE AM ON SP231779
TERM: 01/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:12 on 11/03/2013 Recorded at 13:19 on 15/03/2013
22. SUB LEASE No 714975553 11/03/2013 at 15:12
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 714975553
OF LEASE AN ON SP231779
TERM: 01/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:12 on 11/03/2013 Recorded at 13:19 on 15/03/2013

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Page 10/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 19/04/2013 10:47

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

23. SUB LEASE No 714975554 11/03/2013 at 15:13
SUB LEASE: 714900475
s.73 Irrelevant information TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
OF LEASE AO ON SP231779
TERM: 01/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:13 on 11/03/2013 Recorded at 07:58 on 18/03/2013
24. SUB LEASE No 714975555 11/03/2013 at 15:13
SUB LEASE: 714900475
TEMPLAYTE PTY LTD A.C.N. 104 325 591 TRUSTEE
UNDER DOCUMENT 714975555
OF LEASE AP ON SP231779
TERM: 01/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:13 on 11/03/2013 Recorded at 08:02 on 02/04/2013
25. SUB LEASE No 714975557 11/03/2013 at 15:14
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE AQ ON SP231779
TERM: 01/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:14 on 11/03/2013 Recorded at 07:58 on 18/03/2013
26. SUB LEASE No 714975559 11/03/2013 at 15:14
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE AR ON SP231779
TERM: 01/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:14 on 11/03/2013 Recorded at 07:58 on 18/03/2013
27. SUB LEASE No 714975564 11/03/2013 at 15:14
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE AS ON SP231779
TERM: 01/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:14 on 11/03/2013 Recorded at 07:58 on 18/03/2013
28. SUB LEASE No 714975569 11/03/2013 at 15:15
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE AT ON SP231779
TERM: 01/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:15 on 11/03/2013 Recorded at 07:58 on 18/03/2013
29. SUB LEASE No 714975570 11/03/2013 at 15:15
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 714975570
OF LEASE AU ON SP231779
TERM: 02/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:15 on 11/03/2013 Recorded at 07:58 on 18/03/2013

For Internal Use Only - Not to be used for External Viewing

Page 11/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 19/04/2013 10:47

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

30. SUB LEASE No 714975572 11/03/2013 at 15:16
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE AW ON SP231779
TERM: 02/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:16 on 11/03/2013 Recorded at 07:58 on 18/03/2013
31. SUB LEASE No 714975576 11/03/2013 at 15:16
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE BA ON SP231779
TERM: 02/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:16 on 11/03/2013 Recorded at 07:58 on 18/03/2013
32. SUB LEASE No 714975578 11/03/2013 at 15:17
SUB LEASE: 714900475
s.73 Irrelevant information TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
OF LEASE BB ON SP231779
TERM: 02/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:17 on 11/03/2013 Recorded at 07:58 on 18/03/2013
33. SUB LEASE No 714975580 11/03/2013 at 15:17
SUB LEASE: 714900475
CRAMPTON AUTOMOTIVE (INVESTMENTS) PTY LTD A.C.N. 059 537 129
TRUSTEE
UNDER DOCUMENT 714975580
OF LEASE BC ON SP231779
TERM: 02/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:17 on 11/03/2013 Recorded at 09:52 on 18/03/2013
34. SUB LEASE No 714975584 11/03/2013 at 15:17
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE BD ON SP231779
TERM: 02/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:17 on 11/03/2013 Recorded at 09:52 on 18/03/2013
35. SUB LEASE No 714975586 11/03/2013 at 15:18
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE BF ON SP231779
TERM: 06/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:18 on 11/03/2013 Recorded at 09:52 on 18/03/2013
36. SUB LEASE No 714975587 11/03/2013 at 15:18
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE BG ON SP231779
TERM: 06/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:18 on 11/03/2013 Recorded at 09:52 on 18/03/2013

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Page 12/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 19/04/2013 10:47

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

37. SUB LEASE No 714975588 11/03/2013 at 15:18
SUB LEASE: 714900475
s.73 Irrelevant inform
OF LEASE BL ON SP231779
TERM: 06/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:18 on 11/03/2013 Recorded at 09:52 on 18/03/2013
38. SUB LEASE No 714975591 11/03/2013 at 15:19
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 714975591
OF LEASE BM ON SP231779
TERM: 06/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:19 on 11/03/2013 Recorded at 09:52 on 18/03/2013
39. SUB LEASE No 714975594 11/03/2013 at 15:20
SUB LEASE: 714900475
s.73 Irrelevant inform TENANT IN COMMON 1/2
s.73 Irrelevant informati TENANT IN COMMON 1/2
OF LEASE BN ON SP231779
TERM: 06/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:20 on 11/03/2013 Recorded at 09:52 on 18/03/2013
40. SUB LEASE No 714975597 11/03/2013 at 15:20
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE BO ON SP231779
TERM: 06/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:20 on 11/03/2013 Recorded at 09:52 on 18/03/2013
41. SUB LEASE No 714975599 11/03/2013 at 15:20
SUB LEASE: 714900475
SUTHERWELD PTY LTD A.C.N. 069 315 582 TRUSTEE
UNDER DOCUMENT 714975599
OF LEASE BP ON SP231779
TERM: 06/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:20 on 11/03/2013 Recorded at 09:52 on 18/03/2013
42. SUB LEASE No 714975600 11/03/2013 at 15:21
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE BQ ON SP231779
TERM: 06/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:21 on 11/03/2013 Recorded at 09:52 on 18/03/2013
43. SUB LEASE No 714975602 11/03/2013 at 15:21
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE BS ON SP231779
TERM: 07/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:21 on 11/03/2013 Recorded at 12:01 on 18/03/2013

For Internal Use Only - Not to be used for External Viewing

Page 13/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 19/04/2013 10:47

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

44. SUB LEASE No 714975603 11/03/2013 at 15:21
SUB LEASE: 714900475
ZJAN PTY LTD A.C.N. 110 384 319 TRUSTEE
UNDER DOCUMENT 714975603
OF LEASE BT ON SP231779
TERM: 07/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:21 on 11/03/2013 Recorded at 12:01 on 18/03/2013
45. SUB LEASE No 714975606 11/03/2013 at 15:22
SUB LEASE: 714900475
s.73 Irrelevant inform
OF LEASE BU ON SP231779
TERM: 07/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:22 on 11/03/2013 Recorded at 12:01 on 18/03/2013
46. SUB LEASE No 714975607 11/03/2013 at 15:22
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE BV ON SP231779
TERM: 07/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:22 on 11/03/2013 Recorded at 12:01 on 18/03/2013
47. SUB LEASE No 714975608 11/03/2013 at 15:22
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE BW ON SP231779
TERM: 07/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:22 on 11/03/2013 Recorded at 12:01 on 18/03/2013
48. SUB LEASE No 714975611 11/03/2013 at 15:23
SUB LEASE: 714900475
s.73 Irrelevant information TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
OF LEASE BX ON SP231779
TERM: 07/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:23 on 11/03/2013 Recorded at 12:01 on 18/03/2013
49. SUB LEASE No 714975613 11/03/2013 at 15:23
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE BR ON SP231779
TERM: 07/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:23 on 11/03/2013 Recorded at 12:01 on 18/03/2013
50. SUB LEASE No 714975615 11/03/2013 at 15:24
SUB LEASE: 714900475
s.73 Irrelevant informati
OF LEASE BY ON SP231779
TERM: 07/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:24 on 11/03/2013 Recorded at 12:01 on 18/03/2013

For Internal Use Only - Not to be used for External Viewing

Page 14/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 19/04/2013 10:47

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

51. SUB LEASE No 714975617 11/03/2013 at 15:24
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE BZ ON SP231779
TERM: 08/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:24 on 11/03/2013 Recorded at 12:01 on 18/03/2013
52. SUB LEASE No 714975620 11/03/2013 at 15:24
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 714975620
OF LEASE BZA ON SP231779
TERM: 08/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:24 on 11/03/2013 Recorded at 12:01 on 18/03/2013
53. SUB LEASE No 714975622 11/03/2013 at 15:25
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information
UNDER DOCUMENT 714975622
OF LEASE BZB ON SP231779
TERM: 08/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:25 on 11/03/2013 Recorded at 07:59 on 26/03/2013
54. SUB LEASE No 714975626 11/03/2013 at 15:25
SUB LEASE: 714900475
s.73 Irrelevant inform
s.73 Irrelevant information JOINT TENANTS
OF LEASE CA ON SP231779
TERM: 08/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:25 on 11/03/2013 Recorded at 08:57 on 19/03/2013
55. SUB LEASE No 714975632 11/03/2013 at 15:26
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE CB ON SP231779
TERM: 08/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:26 on 11/03/2013 Recorded at 08:57 on 19/03/2013
56. SUB LEASE No 714975634 11/03/2013 at 15:26
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE CC ON SP231779
TERM: 08/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:26 on 11/03/2013 Recorded at 08:57 on 19/03/2013

For Internal Use Only - Not to be used for External Viewing

Page 15/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 19/04/2013 10:47

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

57. SUB LEASE No 714975635 11/03/2013 at 15:27
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE CD ON SP231779
TERM: 08/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:27 on 11/03/2013 Recorded at 08:57 on 19/03/2013
58. SUB LEASE No 714975636 11/03/2013 at 15:27
SUB LEASE: 714900475
s.73 Irrelevant information TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
OF LEASE CE ON SP231779
TERM: 09/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:27 on 11/03/2013 Recorded at 08:57 on 19/03/2013
59. SUB LEASE No 714975637 11/03/2013 at 15:27
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE CF ON SP231779
TERM: 09/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:27 on 11/03/2013 Recorded at 08:57 on 19/03/2013
60. SUB LEASE No 714975640 11/03/2013 at 15:28
SUB LEASE: 714900475
STYNES ENTERPRISES PTY LTD A.C.N. 052 422 867 TRUSTEE
UNDER DOCUMENT 714975640
OF LEASE CG ON SP231779
TERM: 09/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:28 on 11/03/2013 Recorded at 08:57 on 19/03/2013
61. SUB LEASE No 714975641 11/03/2013 at 15:28
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information CAPPER TRUSTEE
UNDER DOCUMENT 714975641
OF LEASE CH ON SP231779
TERM: 08/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:28 on 11/03/2013 Recorded at 08:57 on 19/03/2013
62. SUB LEASE No 714975642 11/03/2013 at 15:28
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
OF LEASE CI ON SP231779
TERM: 09/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:28 on 11/03/2013 Recorded at 08:57 on 19/03/2013

For Internal Use Only - Not to be used for External Viewing

Page 16/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 19/04/2013 10:47

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

63. SUB LEASE No 714975643 11/03/2013 at 15:29
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE CJ ON SP231779
TERM: 09/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:29 on 11/03/2013 Recorded at 10:09 on 19/03/2013
64. SUB LEASE No 714975645 11/03/2013 at 15:29
SUB LEASE: 714900475
LAKEBERN PTY LTD A.C.N. 010 637 288 TRUSTEE
UNDER DOCUMENT 714975645
OF LEASE CK IN SP231779
TERM: 09/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:29 on 11/03/2013 Recorded at 10:09 on 19/03/2013
65. SUB LEASE No 714975647 11/03/2013 at 15:29
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE CP ON SP231779
TERM: 05/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:29 on 11/03/2013 Recorded at 10:09 on 19/03/2013
66. SUB LEASE No 714975649 11/03/2013 at 15:30
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE CQ ON SP231779
TERM: 05/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:30 on 11/03/2013 Recorded at 10:09 on 19/03/2013
67. SUB LEASE No 714975653 11/03/2013 at 15:30
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE CS ON SP231779
TERM: 05/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:30 on 11/03/2013 Recorded at 13:55 on 19/03/2013
68. SUB LEASE No 714975655 11/03/2013 at 15:31
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE CU ON SP231779
TERM: 05/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:31 on 11/03/2013 Recorded at 10:09 on 19/03/2013
69. SUB LEASE No 714975656 11/03/2013 at 15:31
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE CV ON SP231779
TERM: 05/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:31 on 11/03/2013 Recorded at 10:09 on 19/03/2013

For Internal Use Only - Not to be used for External Viewing

Page 17/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 19/04/2013 10:47

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

70. SUB LEASE No 714975660 11/03/2013 at 15:31
SUB LEASE: 714900475
s.73 Irrelevant informati TRUSTEE
UNDER DOCUMENT 714975660
OF LEASE CW ON SP231779
TERM: 05/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:31 on 11/03/2013 Recorded at 10:09 on 19/03/2013
71. SUB LEASE No 714975661 11/03/2013 at 15:32
SUB LEASE: 714900475
s.73 Irrelevant information TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
OF LEASE CX ON SP231779
TERM: 08/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:32 on 11/03/2013 Recorded at 07:55 on 26/03/2013

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Corrections have occurred - Refer to Historical Search

Caution - Charges do not necessarily appear in order of priority

** 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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Page 18/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 24/10/2013 10:43

Title Reference: 40060948
Date Created: 28/09/2010

DESCRIPTION OF LAND

Tenure Reference: TL 0/234412

LOT 8 CROWN PLAN 895066 Parish of CLEVELAND
County of STANLEY
Local Government: REDLAND

Area: 1.852000 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
MARINE FACILITY

TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 06/09/2010

Expiring on 05/09/2040

REGISTERED LESSEE

PORT BINNLI PTY LTD A.C.N. 062 169 751

CONDITIONS

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Page 1/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 24/10/2013 10:43

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- A78
- (1) The lessee must use the leased land for marine facility purposes namely a commercial marina.
 - (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 Redland 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 Redland 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 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.
 - (12) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.

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Page 2/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 24/10/2013 10:43

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- A89 (1) The lessee must allow any person authorised under the Forestry Act 1959 access to the leased land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the leased land.
- (2) Except as hereinafter provided the lessee must not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the leased land without the permission of the Minister administering the Land Act 1994 except under the authority of and in compliance in every respect with the requirements of a permit, licence, agreement or contract granted or made under the Forestry Act 1959.
- A90 Further to Condition A78 clause (11), the lessee must remove and rehabilitate the area to the satisfaction of the Minister administering the Land Act 1994 within a period of three (3) months from the date of expiration, forfeiture or surrender 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 from the commencement of the lease and to the satisfaction of the Minister administering the Land Act 1994, ensure the good conduct of all persons within the leased area.
- C345 The Minister administering the Land Act 1994 may resume the whole or any part of the leased land, provided the said Minister gives the lessee six (6) months notice. Compensation to the lessee will be for lawful improvements only, as provided for under the Land Act 1994.
- 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 requirements of the Redland City Council.

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Page 3/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 24/10/2013 10:43

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- C354 If, as a result of carrying out works or any other cause attributable to the lessee any bank is displaced, the lessee must, at the lessees' expense, restore the bank or revetment wall to its former condition and take such other action as is necessary to ensure the stability of the bank or revetment wall to the satisfaction of the Minister administering the Land Act 1994.
- E22 The lessee must, during the currency of the lease protect the leased land from erosion and effect such works as are considered necessary by the Minister administering the Land Act 1994.
- E23 The lessee must ensure that each and every activity undertaken on the leased land which has the potential to pollute and/or contaminate is carried out in such a manner as to prevent this from occurring.
- G61 The lessee of this lease is not allowed to make an application for conversion in terms of the Land Act 1994.
- H123 The provision of further access to the leased land will not be the responsibility of the Redland City Council or the State.
- H126 The lessee must, at all times during the currency of the lease, allow officers of the Department of Environment and Resource Management, their employees and their servant, free and unrestricted access to, from and across the leased land.
- 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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Page 4/18

Search Date: 24/10/2013 10:43

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- 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 administering the Land Act 1994, 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 administering the Land Act 1994 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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Page 5/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 24/10/2013 10:43

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- I70 The lessee hereby covenants and agrees with the Minister administering the Land Act 1994, that by virtue of the execution of this lease, no liability is stated or implied or will attach to the said Minister in respect of any loss or damage to the leased land or to any improvements thereon caused by the effects of inundation by seawater through storm surge, other forms of tidal or other result or consequence caused by global climatic change.
- L110 The lessee must, to the satisfaction of the Minister administering the Land Act 1994 and the Redland City Council, maintain improvements on the leased land in a good and substantial state of repair.
- L116 The lessee must not effect any 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.
- M543 The lessee must not keep, store or permit to be kept or stored on the leased land any materials of a dangerous, flammable or explosive nature unless all statutes, local laws and regulations applicable to the keeping and storage of such materials have been complied with in every respect.
- T31 The lessee must not in any way interfere with any navigation mark or light erected on the leased land.
- T32 The lessee must, to the satisfaction of the Department of Transport, keep the sight line of any navigation leads which cross the leased land clear of obstructions. However, with the prior approval of the Department of Transport, the lessee may make alternative arrangements for relocating any of the said leads.
- T33 The lessee must not allow any vessel moored within the leased land to be used as a permanent place for human habitation without the prior approval of the Department of Environment and Resource Management and the Redland City Council.
- T34 The lessee must supply, install and maintain, at the lessees' expense, any navigation lights, buoys, marks and warning signs which the Department of Transport considers necessary.
- T35 All works constructed in, on, over, through or across and below high water mark within the leased land must be maintained.

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Page 6/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 24/10/2013 10:43

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- 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 .
- T37 The lessee must, at the lessees' expense and to the satisfaction and requirements of the Redland City Council , provide facilities for the disposal and collection ashore of human wastes and other litter and dry or wet refuse or waste materials from vessels. The lesseemay and if required to install an external system to enable the connection to vessels of a line through which sewerage may be pumped to a shore based receival station to enable collection.
- 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 from the Department administering the Coastal Protection and Management Act 1995.
- U44 The leased land must only be used in conjunction with the adjoining commercial development.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 40060948
2. SUB LEASE No 714900475 23/01/2013 at 16:08
RABY BAY MARINA PTY LTD A.C.N. 065 024 668
OF THE WHOLE OF THE LAND
TERM: 23/01/2013 TO 05/06/2040 OPTION NIL
Lodged at 16:08 on 23/01/2013 Recorded at 15:21 on 11/02/2013

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Page 7/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 24/10/2013 10:43

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

3. SUB LEASE No 714937163 14/02/2013 at 15:37
SUB LEASE: 714900475
[s.73 Irrelevant information]
OF LEASE AH ON SP231779
TERM: 08/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:37 on 14/02/2013 Recorded at 12:04 on 21/03/2013
4. SUB LEASE No 714937165 14/02/2013 at 15:38
SUB LEASE: 714900475
[s.73 Irrelevant information]
[s.73 Irrelevant information] TRUSTEE
UNDER DOCUMENT 714937165
OF LEASE AV ON SP231779
TERM: 08/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:38 on 14/02/2013 Recorded at 12:04 on 21/03/2013
5. TRANSFER No 715300967 09/09/2013 at 11:39
SUB LEASE: 714937165
[s.73 Irrelevant information]
Lodged at 11:39 on 09/09/2013 Recorded at 11:54 on 02/10/2013
6. SUB LEASE No 714937167 14/02/2013 at 15:38
SUB LEASE: 714900475
RENTSHIRE PTY LTD A.C.N. 060 054 686 TRUSTEE
UNDER DOCUMENT 714937167
OF LEASE BE ON SP231779
TERM: 08/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:38 on 14/02/2013 Recorded at 12:04 on 21/03/2013
7. SUB LEASE No 714937169 14/02/2013 at 15:38
SUB LEASE: 714900475
[s.73 Irrelevant information]
OF LEASE CL ON SP231779
TERM: 08/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:38 on 14/02/2013 Recorded at 12:04 on 21/03/2013
8. SUB LEASE No 714937170 14/02/2013 at 15:38
SUB LEASE: 714900475
[s.73 Irrelevant information]
OF LEASE CM ON SP231779
TERM: 08/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:38 on 14/02/2013 Recorded at 12:04 on 21/03/2013
9. SUB LEASE No 714937173 14/02/2013 at 15:39
SUB LEASE: 714900475
[s.73 Irrelevant information] TENANT IN COMMON 1/2
[s.73 Irrelevant information] TENANT IN COMMON 1/2
OF LEASE CN ON SP231779
TERM: 08/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:39 on 14/02/2013 Recorded at 12:04 on 21/03/2013

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Page 8/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 24/10/2013 10:43

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

10. SUB LEASE No 714937175 14/02/2013 at 15:39
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE CO ON SP231779
TERM: 08/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:39 on 14/02/2013 Recorded at 12:04 on 21/03/2013
11. SUB LEASE No 714937177 14/02/2013 at 15:39
SUB LEASE: 714900475
s.73 Irrelevant inf
OF LEASE CR ON SP231779
TERM: 08/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:39 on 14/02/2013 Recorded at 12:04 on 21/03/2013
12. TRANSFER No 715017080 05/04/2013 at 10:49
SUB LEASE: 714937177
s.73 Irrelevant information
Lodged at 10:49 on 05/04/2013 Recorded at 12:40 on 12/04/2013
13. SUB LEASE No 714937178 14/02/2013 at 15:39
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE CT ON SP231779
TERM: 08/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:39 on 14/02/2013 Recorded at 12:04 on 21/03/2013
14. SUB LEASE No 714975532 11/03/2013 at 15:08
SUB LEASE: 714900475
s.73 Irrelevant informati TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
OF LEASE AA ON SP231779
TERM: 27/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:08 on 11/03/2013 Recorded at 13:19 on 15/03/2013
15. SUB LEASE No 714975533 11/03/2013 at 15:09
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE AE ON SP231779
TERM: 27/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:09 on 11/03/2013 Recorded at 13:19 on 15/03/2013
16. SUB LEASE No 714975534 11/03/2013 at 15:09
SUB LEASE: 714900475
CRAMPTON AUTOMOTIVE (INVESTMENTS) PTY LTD A.C.N. 059 537 129
TRUSTEE
OF LEASE AF ON SP231779
TERM: 27/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:09 on 11/03/2013 Recorded at 13:19 on 15/03/2013

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Page 9/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 24/10/2013 10:43

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

17. SUB LEASE No 714975539 11/03/2013 at 15:10
SUB LEASE: 714900475
JKK & DMK PROPERTIES PTY LTD A.C.N. 121 035 318 TRUSTEE 1/2
UNDER DOCUMENT 714975539
FREER PROPERTIES PTY LTD A.C.N. 121 035 729 TRUSTEE 1/2
UNDER DOCUMENT 714975539
OF LEASE AG ON SP231779
TERM: 27/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:10 on 11/03/2013 Recorded at 13:19 on 15/03/2013
18. SUB LEASE No 714975544 11/03/2013 at 15:10
SUB LEASE: 714900475
FORTMERE PTY LTD A.C.N. 133 701 667 TRUSTEE
UNDER DOCUMENT 714975544
OF LEASE AI ON SP 231779
TERM: 08/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:10 on 11/03/2013 Recorded at 13:19 on 15/03/2013
19. SUB LEASE No 714975546 11/03/2013 at 15:10
SUB LEASE: 714900475
s.73 Irrelevant inform
s.73 Irrelevant information JOINT TENANTS
OF LEASE AJ ON SP231779
TERM: 27/02/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:10 on 11/03/2013 Recorded at 13:19 on 15/03/2013
20. SUB LEASE No 714975547 11/03/2013 at 15:11
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE AK ON SP231779
TERM: 01/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:11 on 11/03/2013 Recorded at 13:19 on 15/03/2013
21. SUB LEASE No 714975549 11/03/2013 at 15:11
SUB LEASE: 714900475
s.73 Irrelevant information TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
OF LEASE AL ON SP231779
TERM: 01/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:11 on 11/03/2013 Recorded at 13:19 on 15/03/2013
22. SUB LEASE No 714975550 11/03/2013 at 15:12
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 714975550
OF LEASE AM ON SP231779
TERM: 01/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:12 on 11/03/2013 Recorded at 13:19 on 15/03/2013

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Page 10/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 24/10/2013 10:43

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

23. SUB LEASE No 714975553 11/03/2013 at 15:12
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 714975553
OF LEASE AN ON SP231779
TERM: 01/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:12 on 11/03/2013 Recorded at 13:19 on 15/03/2013
24. SUB LEASE No 714975554 11/03/2013 at 15:13
SUB LEASE: 714900475
s.73 Irrelevant infor TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
OF LEASE AO ON SP231779
TERM: 01/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:13 on 11/03/2013 Recorded at 07:58 on 18/03/2013
25. SUB LEASE No 714975555 11/03/2013 at 15:13
SUB LEASE: 714900475
TEMPLAYTE PTY LTD A.C.N. 104 325 591 TRUSTEE
UNDER DOCUMENT 714975555
OF LEASE AP ON SP231779
TERM: 01/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:13 on 11/03/2013 Recorded at 08:02 on 02/04/2013
26. SUB LEASE No 714975557 11/03/2013 at 15:14
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE AQ ON SP231779
TERM: 01/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:14 on 11/03/2013 Recorded at 07:58 on 18/03/2013
27. SUB LEASE No 714975559 11/03/2013 at 15:14
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE AR ON SP231779
TERM: 01/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:14 on 11/03/2013 Recorded at 07:58 on 18/03/2013
28. SUB LEASE No 714975564 11/03/2013 at 15:14
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE AS ON SP231779
TERM: 01/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:14 on 11/03/2013 Recorded at 07:58 on 18/03/2013
29. SUB LEASE No 714975569 11/03/2013 at 15:15
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE AT ON SP231779
TERM: 01/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:15 on 11/03/2013 Recorded at 07:58 on 18/03/2013

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Page 11/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 24/10/2013 10:43

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

30. SUB LEASE No 714975570 11/03/2013 at 15:15
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 714975570
OF LEASE AU ON SP231779
TERM: 02/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:15 on 11/03/2013 Recorded at 07:58 on 18/03/2013
31. SUB LEASE No 714975572 11/03/2013 at 15:16
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE AW ON SP231779
TERM: 02/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:16 on 11/03/2013 Recorded at 07:58 on 18/03/2013
32. SUB LEASE No 714975576 11/03/2013 at 15:16
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE BA ON SP231779
TERM: 02/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:16 on 11/03/2013 Recorded at 07:58 on 18/03/2013
33. SUB LEASE No 714975578 11/03/2013 at 15:17
SUB LEASE: 714900475
s.73 Irrelevant information TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
OF LEASE BB ON SP231779
TERM: 02/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:17 on 11/03/2013 Recorded at 07:58 on 18/03/2013
34. SUB LEASE No 714975580 11/03/2013 at 15:17
SUB LEASE: 714900475
CRAMPTON AUTOMOTIVE (INVESTMENTS) PTY LTD A.C.N. 059 537 129
TRUSTEE
UNDER DOCUMENT 714975580
OF LEASE BC ON SP231779
TERM: 02/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:17 on 11/03/2013 Recorded at 09:52 on 18/03/2013
35. SUB LEASE No 714975584 11/03/2013 at 15:17
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE BD ON SP231779
TERM: 02/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:17 on 11/03/2013 Recorded at 09:52 on 18/03/2013
36. SUB LEASE No 714975586 11/03/2013 at 15:18
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE BF ON SP231779
TERM: 06/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:18 on 11/03/2013 Recorded at 09:52 on 18/03/2013

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Page 12/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 24/10/2013 10:43

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

37. SUB LEASE No 714975587 11/03/2013 at 15:18
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE BG ON SP231779
TERM: 06/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:18 on 11/03/2013 Recorded at 09:52 on 18/03/2013
38. SUB LEASE No 714975588 11/03/2013 at 15:18
SUB LEASE: 714900475
s.73 Irrelevant inform
OF LEASE BL ON SP231779
TERM: 06/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:18 on 11/03/2013 Recorded at 09:52 on 18/03/2013
39. SUB LEASE No 714975591 11/03/2013 at 15:19
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 714975591
OF LEASE BM ON SP231779
TERM: 06/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:19 on 11/03/2013 Recorded at 09:52 on 18/03/2013
40. SUB LEASE No 714975594 11/03/2013 at 15:20
SUB LEASE: 714900475
s.73 Irrelevant infor TENANT IN COMMON 1/2
s.73 Irrelevant informa TENANT IN COMMON 1/2
OF LEASE BN ON SP231779
TERM: 06/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:20 on 11/03/2013 Recorded at 09:52 on 18/03/2013
41. SUB LEASE No 714975597 11/03/2013 at 15:20
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE BO ON SP231779
TERM: 06/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:20 on 11/03/2013 Recorded at 09:52 on 18/03/2013
42. SUB LEASE No 714975599 11/03/2013 at 15:20
SUB LEASE: 714900475
SUTHERWELD PTY LTD A.C.N. 069 315 582 TRUSTEE
UNDER DOCUMENT 714975599
OF LEASE BP ON SP231779
TERM: 06/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:20 on 11/03/2013 Recorded at 09:52 on 18/03/2013
43. SUB LEASE No 714975600 11/03/2013 at 15:21
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE BQ ON SP231779
TERM: 06/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:21 on 11/03/2013 Recorded at 09:52 on 18/03/2013

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Page 13/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 24/10/2013 10:43

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

44. SUB LEASE No 714975602 11/03/2013 at 15:21
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE BS ON SP231779
TERM: 07/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:21 on 11/03/2013 Recorded at 12:01 on 18/03/2013
45. SUB LEASE No 714975603 11/03/2013 at 15:21
SUB LEASE: 714900475
ZJAN PTY LTD A.C.N. 110 384 319 TRUSTEE
UNDER DOCUMENT 714975603
OF LEASE BT ON SP231779
TERM: 07/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:21 on 11/03/2013 Recorded at 12:01 on 18/03/2013
46. SUB LEASE No 714975606 11/03/2013 at 15:22
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE BU ON SP231779
TERM: 07/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:22 on 11/03/2013 Recorded at 12:01 on 18/03/2013
47. SUB LEASE No 714975607 11/03/2013 at 15:22
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE BV ON SP231779
TERM: 07/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:22 on 11/03/2013 Recorded at 12:01 on 18/03/2013
48. SUB LEASE No 714975608 11/03/2013 at 15:22
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE BW ON SP231779
TERM: 07/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:22 on 11/03/2013 Recorded at 12:01 on 18/03/2013
49. SUB LEASE No 714975611 11/03/2013 at 15:23
SUB LEASE: 714900475
s.73 Irrelevant information TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
OF LEASE BX ON SP231779
TERM: 07/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:23 on 11/03/2013 Recorded at 12:01 on 18/03/2013
50. SUB LEASE No 714975613 11/03/2013 at 15:23
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE BR ON SP231779
TERM: 07/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:23 on 11/03/2013 Recorded at 12:01 on 18/03/2013

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Page 14/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 24/10/2013 10:43

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

51. SUB LEASE No 714975615 11/03/2013 at 15:24
SUB LEASE: 714900475
s.73 Irrelevant informat
OF LEASE BY ON SP231779
TERM: 07/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:24 on 11/03/2013 Recorded at 12:01 on 18/03/2013
52. SUB LEASE No 714975617 11/03/2013 at 15:24
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE BZ ON SP231779
TERM: 08/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:24 on 11/03/2013 Recorded at 12:01 on 18/03/2013
53. SUB LEASE No 714975620 11/03/2013 at 15:24
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 714975620
OF LEASE BZA ON SP231779
TERM: 08/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:24 on 11/03/2013 Recorded at 12:01 on 18/03/2013
54. TRANSFER No 715231451 30/07/2013 at 15:29
SUB LEASE: 714975620
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
Lodged at 15:29 on 30/07/2013 Recorded at 11:30 on 30/08/2013
55. SUB LEASE No 714975622 11/03/2013 at 15:25
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information
UNDER DOCUMENT 714975622
OF LEASE BZB ON SP231779
TERM: 08/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:25 on 11/03/2013 Recorded at 07:59 on 26/03/2013
56. SUB LEASE No 714975626 11/03/2013 at 15:25
SUB LEASE: 714900475
s.73 Irrelevant inform
s.73 Irrelevant information JOINT TENANTS
OF LEASE CA ON SP231779
TERM: 08/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:25 on 11/03/2013 Recorded at 08:57 on 19/03/2013
57. SUB LEASE No 714975632 11/03/2013 at 15:26
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE CB ON SP231779
TERM: 08/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:26 on 11/03/2013 Recorded at 08:57 on 19/03/2013

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Page 15/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 24/10/2013 10:43

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

58. SUB LEASE No 714975634 11/03/2013 at 15:26
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE CC ON SP231779
TERM: 08/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:26 on 11/03/2013 Recorded at 08:57 on 19/03/2013
59. SUB LEASE No 714975635 11/03/2013 at 15:27
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE CD ON SP231779
TERM: 08/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:27 on 11/03/2013 Recorded at 08:57 on 19/03/2013
60. SUB LEASE No 714975636 11/03/2013 at 15:27
SUB LEASE: 714900475
s.73 Irrelevant information TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
OF LEASE CE ON SP231779
TERM: 09/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:27 on 11/03/2013 Recorded at 08:57 on 19/03/2013
61. SUB LEASE No 714975637 11/03/2013 at 15:27
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE CF ON SP231779
TERM: 09/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:27 on 11/03/2013 Recorded at 08:57 on 19/03/2013
62. SUB LEASE No 714975640 11/03/2013 at 15:28
SUB LEASE: 714900475
STYNES ENTERPRISES PTY LTD A.C.N. 052 422 867 TRUSTEE
UNDER DOCUMENT 714975640
OF LEASE CG ON SP231779
TERM: 09/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:28 on 11/03/2013 Recorded at 08:57 on 19/03/2013
63. SUB LEASE No 714975641 11/03/2013 at 15:28
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 714975641
OF LEASE CH ON SP231779
TERM: 08/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:28 on 11/03/2013 Recorded at 08:57 on 19/03/2013

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Page 16/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 24/10/2013 10:43

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

64. SUB LEASE No 714975642 11/03/2013 at 15:28
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
OF LEASE CI ON SP231779
TERM: 09/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:28 on 11/03/2013 Recorded at 08:57 on 19/03/2013
65. SUB LEASE No 714975643 11/03/2013 at 15:29
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE CJ ON SP231779
TERM: 09/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:29 on 11/03/2013 Recorded at 10:09 on 19/03/2013
66. SUB LEASE No 714975645 11/03/2013 at 15:29
SUB LEASE: 714900475
LAKEBERN PTY LTD A.C.N. 010 637 288 TRUSTEE
UNDER DOCUMENT 714975645
OF LEASE CK IN SP231779
TERM: 09/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:29 on 11/03/2013 Recorded at 10:09 on 19/03/2013
67. SUB LEASE No 714975647 11/03/2013 at 15:29
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE CP ON SP231779
TERM: 05/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:29 on 11/03/2013 Recorded at 10:09 on 19/03/2013
68. SUB LEASE No 714975649 11/03/2013 at 15:30
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE CQ ON SP231779
TERM: 05/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:30 on 11/03/2013 Recorded at 10:09 on 19/03/2013
69. SUB LEASE No 714975653 11/03/2013 at 15:30
SUB LEASE: 714900475
s.73 Irrelevant information
OF LEASE CS ON SP231779
TERM: 05/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:30 on 11/03/2013 Recorded at 13:55 on 19/03/2013
70. SUB LEASE No 714975655 11/03/2013 at 15:31
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE CU ON SP231779
TERM: 05/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:31 on 11/03/2013 Recorded at 10:09 on 19/03/2013

For Internal Use Only - Not to be used for External Viewing

Page 17/18

INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 24/10/2013 10:43

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

71. SUB LEASE No 714975656 11/03/2013 at 15:31
SUB LEASE: 714900475
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE CV ON SP231779
TERM: 05/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:31 on 11/03/2013 Recorded at 10:09 on 19/03/2013
72. SUB LEASE No 714975660 11/03/2013 at 15:31
SUB LEASE: 714900475
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 714975660
OF LEASE CW ON SP231779
TERM: 05/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:31 on 11/03/2013 Recorded at 10:09 on 19/03/2013
73. SUB LEASE No 714975661 11/03/2013 at 15:32
SUB LEASE: 714900475
s.73 Irrelevant information TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
OF LEASE CX ON SP231779
TERM: 08/03/2013 TO 31/12/2030 OPTION NIL
Lodged at 15:32 on 11/03/2013 Recorded at 07:55 on 26/03/2013

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Corrections have occurred - Refer to Historical Search

Caution - Charges do not necessarily appear in order of priority

** 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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Page 18/18

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 25/10/2011 10:18

Title Reference: 40060948
Date Created: 28/09/2010

DESCRIPTION OF LAND

Tenure Reference: TL 0/234412

LOT 8 CROWN PLAN 895066 Parish of CLEVELAND
County of STANLEY
Local Government: REDLAND

Area: 1.852000 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
MARINE FACILITY

TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 06/09/2010

Expiring on 05/09/2040

REGISTERED LESSEE

PORT BINNLI PTY LTD A.C.N. 062 169 751

CONDITIONS

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Page 1/17

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 25/10/2011 10:18

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- A78
- (1) The lessee must use the leased land for marine facility purposes namely a commercial marina.
 - (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 Redland 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 Redland 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 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.
 - (12) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.

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Page 2/17

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 25/10/2011 10:18

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- A89 (1) The lessee must allow any person authorised under the Forestry Act 1959 access to the leased land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the leased land.
- (2) Except as hereinafter provided the lessee must not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the leased land without the permission of the Minister administering the Land Act 1994 except under the authority of and in compliance in every respect with the requirements or a permit, licence, agreement or contract granted or made under the Forestry Act 1959.
- A90 Further to Condition A78 clause (11), the lessee must remove and rehabilitate the area to the satisfaction of the Minister administering the Land Act 1994 within a period of three (3) months from the date of expiration, forfeiture or surrender 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 from the commencement of the lease and to the satisfaction of the Minister administering the Land Act 1994, ensure the good conduct of all persons within the leased area.
- C345 The Minister administering the Land Act 1994 may resume the whole or any part of the leased land, provided the said Minister gives the lessee six (6) months notice. Compensation to the lessee will be for lawful improvements only, as provided for under the Land Act 1994.
- 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 requirements of the Redland City Council.

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Page 3/17

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 25/10/2011 10:18

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- C354 If, as a result of carrying out works or any other cause attributable to the lessee any bank is displaced, the lessee must, at the lessees' expense, restore the bank or revetment wall to its former condition and take such other action as is necessary to ensure the stability of the bank or revetment wall to the satisfaction of the Minister administering the Land Act 1994.
- E22 The lessee must, during the currency of the lease protect the leased land from erosion and effect such works as are considered necessary by the Minister administering the Land Act 1994.
- E23 The lessee must ensure that each and every activity undertaken on the leased land which has the potential to pollute and/or contaminate is carried out in such a manner as to prevent this from occurring.
- G61 The lessee of this lease is not allowed to make an application for conversion in terms of the Land Act 1994.
- H123 The provision of further access to the leased land will not be the responsibility of the Redland City Council or the State.
- H126 The lessee must, at all times during the currency of the lease, allow officers of the Department of Environment and Resource Management, their employees and their servant, free and unrestricted access to, from and across the leased land.
- 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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Page 4/17

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 25/10/2011 10:18

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- 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 administering the Land Act 1994, 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 administering the Land Act 1994 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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Page 5/17

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 25/10/2011 10:18

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- I70 The lessee hereby covenants and agrees with the Minister administering the Land Act 1994, that by virtue of the execution of this lease, no liability is stated or implied or will attach to the said Minister in respect of any loss or damage to the leased land or to any improvements thereon caused by the effects of inundation by seawater through storm surge, other forms of tidal or other result or consequence caused by global climatic change.
- L110 The lessee must, to the satisfaction of the Minister administering the Land Act 1994 and the Redland City Council, maintain improvements on the leased land in a good and substantial state of repair.
- L116 The lessee must not effect any 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.
- M543 The lessee must not keep, store or permit to be kept or stored on the leased land any materials of a dangerous, flammable or explosive nature unless all statutes, local laws and regulations applicable to the keeping and storage of such materials have been complied with in every respect.
- T31 The lessee must not in any way interfere with any navigation mark or light erected on the leased land.
- T32 The lessee must, to the satisfaction of the Department of Transport, keep the sight line of any navigation leads which cross the leased land clear of obstructions. However, with the prior approval of the Department of Transport, the lessee may make alternative arrangements for relocating any of the said leads.
- T33 The lessee must not allow any vessel moored within the leased land to be used as a permanent place for human habitation without the prior approval of the Department of Environment and Resource Management and the Redland City Council.
- T34 The lessee must supply, install and maintain, at the lessees' expense, any navigation lights, buoys, marks and warning signs which the Department of Transport considers necessary.
- T35 All works constructed in, on, over, through or across and below high water mark within the leased land must be maintained.

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Page 6/17

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 25/10/2011 10:18

Title Reference: 40060948
Date Created: 28/09/2010

CONDITIONS

- 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 .
- T37 The lessee must, at the lessees' expense and to the satisfaction and requirements of the Redland City Council , provide facilities for the disposal and collection ashore of human wastes and other litter and dry or wet refuse or waste materials from vessels. The lesseemay and if required to install an external system to enable the connection to vessels of a line through which sewerage may be pumped to a shore based receival station to enable collection.
- 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 from the Department administering the Coastal Protection and Management Act 1995.
- U44 The leased land must only be used in conjunction with the adjoining commercial development.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Lease No. 40060948
2. SUB LEASE No 713500091 05/10/2010 at 14:07
RABY BAY MARINA PTY LTD A.C.N. 065 024 688
OF THE WHOLE OF THE LAND
TERM: 12/03/1997 TO 22/12/2026 OPTION NIL
Lodged at 14:07 on 05/10/2010 Recorded at 12:24 on 07/10/2010

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Page 7/17

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 25/10/2011 10:18

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

3. SUB LEASE No 713687684 28/01/2011 at 14:54
SUB LEASE: 713500091
s.73 Irrelevant information TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
LEASE CN ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 14:54 on 28/01/2011 Recorded at 15:19 on 31/01/2011
4. SUB LEASE No 713758287 15/03/2011 at 10:08
SUB LEASE: 713500091
s.73 Irrelevant information TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
OF LEASE BB ON SP231779
TERM: 16/6/1997 TO 31/12/2024 OPTION NIL
Lodged at 10:08 on 15/03/2011 Recorded at 10:14 on 25/03/2011
5. SUB LEASE No 713758309 15/03/2011 at 10:13
SUB LEASE: 713500091
ZJAN PTY LTD A.C.N. 110 384 319 TRUSTEE
UNDER DOCUMENT 713758309
OF LEASE BT ON SP231779
TERM: 20/2/1997 TO 31/12/2024 OPTION NIL
Lodged at 10:13 on 15/03/2011 Recorded at 10:14 on 25/03/2011
6. SUB LEASE No 713758323 15/03/2011 at 10:16
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 713758323
OF LEASE BZA ON SP231779
TERM: 02/08/2001 TO 31/12/2024 OPTION NIL
Lodged at 10:16 on 15/03/2011 Recorded at 14:55 on 06/05/2011
7. SUB LEASE No 713758335 15/03/2011 at 10:19
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE CS ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:19 on 15/03/2011 Recorded at 10:14 on 25/03/2011
8. SUB LEASE No 713758351 15/03/2011 at 10:21
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE BF ON SP231779
TERM: 11/08/1997 TO 31/12/2024 OPTION NIL
Lodged at 10:21 on 15/03/2011 Recorded at 10:14 on 25/03/2011

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Page 8/17

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 25/10/2011 10:18

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

9. SUB LEASE No 713758403 15/03/2011 at 10:27
SUB LEASE: 713500091
RENTSHIRE PTY LTD A.C.N. 060 054 686 TRUSTEE
UNDER DOCUMENT 713758403
OF LEASE BE ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:27 on 15/03/2011 Recorded at 10:14 on 25/03/2011
10. SUB LEASE No 713758440 15/03/2011 at 10:30
SUB LEASE: 713500091
STYNES ENTERPRISES PTY LTD A.C.N. 052 422 867 TRUSTEE
UNDER DOCUMENT 713758440
OF LEASE CG ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:30 on 15/03/2011 Recorded at 14:55 on 06/05/2011
11. SUB LEASE No 713758452 15/03/2011 at 10:32
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE BA ON SP231779
TERM: 21/08/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:32 on 15/03/2011 Recorded at 10:14 on 25/03/2011
12. SUB LEASE No 713758461 15/03/2011 at 10:33
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE CO ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:33 on 15/03/2011 Recorded at 10:14 on 25/03/2011
13. SUB LEASE No 713758480 15/03/2011 at 10:34
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE CQ ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:34 on 15/03/2011 Recorded at 10:14 on 25/03/2011
14. SUB LEASE No 713758483 15/03/2011 at 10:35
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE CR ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:35 on 15/03/2011 Recorded at 10:14 on 25/03/2011
15. SUB LEASE No 713758503 15/03/2011 at 10:36
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE AJ ON SP231779
TERM: 14/04/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:36 on 15/03/2011 Recorded at 10:14 on 25/03/2011

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Page 9/17

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 25/10/2011 10:18

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

16. SUB LEASE No 713758510 15/03/2011 at 10:37
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE CA ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:37 on 15/03/2011 Recorded at 10:14 on 25/03/2011
17. SUB LEASE No 713758522 15/03/2011 at 10:39
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
OF LEASE CH ON SP231779
TERM: 13/03/1997 TO 31/12/2024 OPTION NIL
Lodged at 10:39 on 15/03/2011 Recorded at 10:14 on 25/03/2011
18. SUB LEASE No 713758528 15/03/2011 at 10:41
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 713758528
OF LEASE AV ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:41 on 15/03/2011 Recorded at 10:14 on 25/03/2011
19. SUB LEASE No 713758533 15/03/2011 at 10:43
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE AW ON SP231779
TERM: 11/08/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:43 on 15/03/2011 Recorded at 10:14 on 25/03/2011
20. SUB LEASE No 713758538 15/03/2011 at 10:44
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE CT ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:44 on 15/03/2011 Recorded at 10:14 on 25/03/2011
21. SUB LEASE No 713858312 18/05/2011 at 10:20
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE AH ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:20 on 18/05/2011 Recorded at 15:21 on 25/05/2011

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Page 10/17

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 25/10/2011 10:18

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

22. SUB LEASE No 713858356 18/05/2011 at 10:26
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 713858356
OF LEASE AN ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:26 on 18/05/2011 Recorded at 15:21 on 25/05/2011
23. SUB LEASE No 713858378 18/05/2011 at 10:29
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE AQ ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:29 on 18/05/2011 Recorded at 15:21 on 25/05/2011
24. SUB LEASE No 713858388 18/05/2011 at 10:32
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE AR ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:32 on 18/05/2011 Recorded at 11:26 on 15/06/2011
25. SUB LEASE No 713858393 18/05/2011 at 10:36
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 713858393
OF LEASE AU ON SP231779
TERM: 11/08/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:36 on 18/05/2011 Recorded at 15:21 on 25/05/2011
26. SUB LEASE No 713858409 18/05/2011 at 10:41
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE BD ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:41 on 18/05/2011 Recorded at 15:21 on 25/05/2011
27. SUB LEASE No 713858428 18/05/2011 at 10:44
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE BO ON SP231779
TERM: 11/08/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:44 on 18/05/2011 Recorded at 15:21 on 25/05/2011
28. SUB LEASE No 713858441 18/05/2011 at 10:47
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE BR ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:47 on 18/05/2011 Recorded at 15:21 on 25/05/2011

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Page 11/17

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 25/10/2011 10:18

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

29. SUB LEASE No 713858495 18/05/2011 at 10:57
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE CD ON SP231779
TERM: 11/08/1998 TO 31/12/2024 OPTION NIL
Lodged at 10:57 on 18/05/2011 Recorded at 15:21 on 25/05/2011
30. SUB LEASE No 713858504 18/05/2011 at 11:00
SUB LEASE: 713500091
s.73 Irrelevant information TENANT IN COMMON 1/2
s.73 Irrelevant information TENANT IN COMMON 1/2
OF LEASE CE ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 11:00 on 18/05/2011 Recorded at 11:26 on 15/06/2011
31. SUB LEASE No 713858511 18/05/2011 at 11:03
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE CJ ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 11:03 on 18/05/2011 Recorded at 11:26 on 15/06/2011
32. SUB LEASE No 713858529 18/05/2011 at 11:06
SUB LEASE: 713500091
LAKEBERN PTY LTD A.C.N. 010 637 288 AS TRUSTEE
UNDER INSTRUMENT 713858529
OF LEASE CK ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 11:06 on 18/05/2011 Recorded at 09:22 on 20/07/2011
33. SUB LEASE No 713858545 18/05/2011 at 11:10
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE CL ON SP231779
TERM: 21/12/2001 TO 31/12/2024 OPTION NIL
Lodged at 11:10 on 18/05/2011 Recorded at 15:21 on 25/05/2011
34. SUB LEASE No 713858559 18/05/2011 at 11:12
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE CM ON SP231779
TERM: 01/10/1998 TO 31/12/2024 OPTION NIL
Lodged at 11:12 on 18/05/2011 Recorded at 16:42 on 25/05/2011
35. SUB LEASE No 713858570 18/05/2011 at 11:14
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE CP ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 11:14 on 18/05/2011 Recorded at 15:21 on 25/05/2011

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Page 12/17

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 25/10/2011 10:18

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

36. SUB LEASE No 713858580 18/05/2011 at 11:17
SUB LEASE: 713500091
[s.73 Irrelevant information]
[s.73 Irrelevant information] JOINT TENANTS
OF LEASE CU ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 11:17 on 18/05/2011 Recorded at 15:21 on 25/05/2011
37. SUB LEASE No 713858594 18/05/2011 at 11:19
SUB LEASE: 713500091
[s.73 Irrelevant information] TENANT IN COMMON 1/2
[s.73 Irrelevant information] TENANT IN COMMON 1/2
OF LEASE CX ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 11:19 on 18/05/2011 Recorded at 15:21 on 25/05/2011
38. SUB LEASE No 713874682 26/05/2011 at 14:49
SUB LEASE: 713500091
[s.73 Irrelevant information] TENANT IN COMMON 1/2
[s.73 Irrelevant information] TENANT IN COMMON 1/2
OF LEASE BX ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 14:49 on 26/05/2011 Recorded at 11:39 on 27/05/2011
39. SUB LEASE No 713965817 19/07/2011 at 12:25
SUB LEASE: 713500091
[s.73 Irrelevant information]
OF LEASE AE ON SP231779
TERM: 01/05/1997 TO 31/12/2024 OPTION NIL
Lodged at 12:25 on 19/07/2011 Recorded at 09:03 on 22/07/2011
40. SUB LEASE No 713965825 19/07/2011 at 12:26
SUB LEASE: 713500091
FORTMERE PTY LTD A.C.N. 133 701 667 TRUSTEE
UNDER DOCUMENT 713965825
OF LEASE AI ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 12:26 on 19/07/2011 Recorded at 09:03 on 22/07/2011
41. SUB LEASE No 713965832 19/07/2011 at 12:29
SUB LEASE: 713500091
[s.73 Irrelevant information]
OF LEASE AS ON SP231779
TERM: 18/09/1998 TO 31/12/2024 OPTION NIL
Lodged at 12:29 on 19/07/2011 Recorded at 09:03 on 22/07/2011
42. SUB LEASE No 713965837 19/07/2011 at 12:31
SUB LEASE: 713500091
[s.73 Irrelevant information]
OF LEASE BG ON SP231779
TERM: 01/06/1997 TO 31/12/2024 OPTION NIL
Lodged at 12:31 on 19/07/2011 Recorded at 09:03 on 22/07/2011

For Internal Use Only - Not to be used for External Viewing

Page 13/17

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 25/10/2011 10:18

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

43. SUB LEASE No 713965846 19/07/2011 at 12:33
SUB LEASE: 713500091
s.73 Irrelevant information TENANT IN COMMON 1/2
s.73 Irrelevant info TENANT IN COMMON 1/2
OF LEASE BL ON SP231779
TERM: 11/08/1997 TO 31/12/2024 OPTION NIL
Lodged at 12:33 on 19/07/2011 Recorded at 09:03 on 22/07/2011
44. SUB LEASE No 713965850 19/07/2011 at 12:35
SUB LEASE: 713500091
SUTHERWELD PTY LTD A.C.N. 069 315 582 TRUSTEE
UNDER DOCUMENT 713965850
OF LEASE BP ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 12:35 on 19/07/2011 Recorded at 09:03 on 22/07/2011
45. SUB LEASE No 713965854 19/07/2011 at 12:37
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE BS ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 12:37 on 19/07/2011 Recorded at 09:03 on 22/07/2011
46. SUB LEASE No 713965856 19/07/2011 at 12:38
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE BZ ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 12:38 on 19/07/2011 Recorded at 09:03 on 22/07/2011
47. SUB LEASE No 713965863 19/07/2011 at 12:42
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 713965863
OF LEASE BZB ON SP231779
TERM: 15/04/1997 TO 31/12/2024 OPTION NIL
Lodged at 12:42 on 19/07/2011 Recorded at 09:56 on 05/08/2011
48. SUB LEASE No 713965866 19/07/2011 at 12:45
SUB LEASE: 713500091
s.73 Irrelevant informa
s.73 Irrelevant information JOINT TENANTS
OF LEASE CB ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 12:45 on 19/07/2011 Recorded at 10:00 on 05/08/2011

For Internal Use Only - Not to be used for External Viewing

Page 14/17

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 25/10/2011 10:18

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

49. SUB LEASE No 713965868 19/07/2011 at 12:46
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE CC ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 12:46 on 19/07/2011 Recorded at 09:03 on 22/07/2011
50. SUB LEASE No 713965871 19/07/2011 at 12:48
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE CF ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 12:48 on 19/07/2011 Recorded at 09:03 on 22/07/2011
51. SUB LEASE No 713965876 19/07/2011 at 12:49
SUB LEASE: 713500091
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 713965876
OF LEASE CW ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 12:49 on 19/07/2011 Recorded at 09:18 on 23/08/2011
52. SUB LEASE No 713996354 04/08/2011 at 15:05
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE BW ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 15:05 on 04/08/2011 Recorded at 13:56 on 16/08/2011
53. SUB LEASE No 713996381 04/08/2011 at 15:08
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE BU ON SP231779
TERM: 11/08/1998 TO 31/12/2024 OPTION NIL
Lodged at 15:08 on 04/08/2011 Recorded at 15:06 on 08/08/2011
54. SUB LEASE No 713996400 04/08/2011 at 15:09
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information TRUSTEE
UNDER DOCUMENT 713996400
OF LEASE CI ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 15:09 on 04/08/2011 Recorded at 15:06 on 08/08/2011
55. SUB LEASE No 713996404 04/08/2011 at 15:10
SUB LEASE: 713500091
TEMPLAYTE PTY LTD A.C.N. 104 325 591 TRUSTEE
UNDER DOCUMENT 713996404
OF LEASE AP ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 15:10 on 04/08/2011 Recorded at 08:35 on 16/08/2011

For Internal Use Only - Not to be used for External Viewing

Page 15/17

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 25/10/2011 10:18

Title Reference: 40060948
Date Created: 28/09/2010

ENCUMBRANCES AND INTERESTS

56. SUB LEASE No 713996420 04/08/2011 at 15:11
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE AK ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 15:11 on 04/08/2011 Recorded at 15:06 on 08/08/2011
57. SUB LEASE No 714025021 24/08/2011 at 12:36
SUB LEASE: 713500091
s.73 Irrelevant informa TRUSTEE
UNDER DOCUMENT 714025021
OF LEASE BY ON SP231779
TERM: 23/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 12:36 on 24/08/2011 Recorded at 14:28 on 26/08/2011
58. SUB LEASE No 714025026 24/08/2011 at 12:43
SUB LEASE: 713500091
s.73 Irrelevant information
s.73 Irrelevant information JOINT TENANTS
OF LEASE CV ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 12:43 on 24/08/2011 Recorded at 14:28 on 26/08/2011
59. SUB LEASE No 714025032 24/08/2011 at 12:45
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE BV ON SP231779
TERM: 18/11/1999 TO 31/12/2024 OPTION NIL
Lodged at 12:45 on 24/08/2011 Recorded at 14:28 on 26/08/2011
60. SUB LEASE No 714027656 25/08/2011 at 13:51
SUB LEASE: 713500091
s.73 Irrelevant information
OF LEASE BQ ON SP231779
TERM: 28/10/1998 TO 31/12/2024 OPTION NIL
Lodged at 13:51 on 25/08/2011 Recorded at 14:35 on 26/08/2011
61. SUB LEASE No 714110792 13/10/2011 at 14:50
SUB LEASE: 713500091
s.73 Irrelevant informa TENANT IN COMMON 1/2
s.73 Irrelevant info TENANT IN COMMON 1/2
OF LEASE BN ON SP231779
TERM: 20/02/1998 TO 31/12/2024 OPTION NIL
Lodged at 14:50 on 13/10/2011 Recorded at 13:15 on 20/10/2011

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS

| Dealing | Type | Lodgement Date | Status | Location |
|-----------|-----------|------------------|--------|-----------|
| 714110783 | SUB LEASE | 13/10/2011 14:49 | ABY | BE-RECV - |

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Page 16/17

INTERNAL CURRENT STATE TENURE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 25/10/2011 10:18

Title Reference: 40060948
Date Created: 28/09/2010

Corrections have occurred - Refer to Historical Search

Caution - Charges do not necessarily appear in order of priority

** End of Current State Tenure Search **

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

Published on Resources Disclosure Log
RTI Act 2009

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Page 17/17

INTERNAL CURRENT RESERVE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 16/11/2011 16:30

Title Reference: 49020907
Date GAZETTED: 22/02/1992
PAGE: 951

Opening Ref: RES 20074
Purpose: PARK AND RECREATION
Sub-Purpose:
Local Name:
Address: CNR. SHORE & MASTHEAD ST'S, CLEVELAND
County (R) No: R4454 STANLEY
File Ref: RES 26929

TRUSTEES

REDLAND CITY COUNCIL Gazetted on 18/10/2002 Page 545

LAND DESCRIPTION

| | | |
|-------|---------------------------|-------------------------------------|
| LOT 4 | SURVEY PLAN 147265 | Gazetted on 04/07/2003 Page 780-782 |
| | County of STANLEY | Parish of CLEVELAND |
| | Local Government: REDLAND | |
| LOT 5 | SURVEY PLAN 151609 | Gazetted on 04/07/2003 Page 780-782 |
| | County of STANLEY | Parish of CLEVELAND |
| | Local Government: REDLAND | |

Area: 0.323900 Ha. (SURVEYED)

EASEMENTS AND ENCUMBRANCES

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

** End of Current Reserve Search **

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Page 1/1

INTERNAL CURRENT TITLE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 25/10/2011 10:16

Title Reference: 50158264
Date Created: 05/02/1997

Previous Title: 18809231

REGISTERED OWNER

Dealing No: 701777045 28/01/1997

PORT BINNLI PTY LTD A.C.N. 062 169 751

ESTATE AND LAND

Estate in Fee Simple

LOT 1 REGISTERED PLAN 897334
County of STANLEY Parish of CLEVELAND
Local Government: REDLAND

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 18809231 (Lot 979 on CP 816785)
2. EASEMENT IN GROSS No 700352725 21/11/1994 at 09:37
burdening the land to
COUNCIL OF THE SHIRE OF REDLAND
over
EASEMENT A ON CP 816785.
Lodged at 09:37 on 21/11/1994 Recorded at 14:53 on 06/02/1995
3. MORTGAGE No 700594764 07/04/1995 at 08:14
to
WESTPAC BANKING CORPORATION
Lodged at 08:14 on 07/04/1995 Recorded at 11:38 on 13/04/1995
4. EASEMENT No 701777052 28/01/1997 at 10:26
burdening the land to
LOT 2 ON RP897334 OVER EASEMENT C ON RP897334
Lodged at 10:26 on 28/01/1997 Recorded at 10:21 on 05/02/1997
5. LEASE No 709244269 22/12/2005 at 12:50
RABY BAY MARINA PTY LTD A.C.N. 065 024 688
OF THE WHOLE OF THE LAND
TERM: 01/07/2005 TO 30/06/2020 OPTION NIL
Lodged at 12:50 on 22/12/2005 Recorded at 13:27 on 03/01/2006
6. AMENDMENT OF LEASE No 710158469 05/12/2006 at 16:17
LEASE: 709244269
TERM: 01/07/2005 TO 30/06/2020 OPTION 1 YEAR
Lodged at 16:17 on 05/12/2006 Recorded at 12:13 on 12/01/2007

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Page 1/2

INTERNAL CURRENT TITLE SEARCH
ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 25/10/2011 10:16

Title Reference: 50158264
Date Created: 05/02/1997

EASEMENTS, ENCUMBRANCES AND INTERESTS

7. SUB LEASE No 710885747 08/08/2007 at 16:13
LEASE: 709244269
SOMERS ENTERPRISES PTY LTD A.C.N. 114 469 046
OF PART OF THE GROUND FLOOR (LEASE A)
TERM: 08/07/2005 TO 07/07/2010 OPTION 5 YEARS
Lodged at 16:13 on 08/08/2007 Recorded at 09:04 on 10/08/2007
8. AMENDMENT OF LEASE No 713428867 26/08/2010 at 08:53
SUB LEASE: 710885747
TERM: 08/07/2005 TO 07/07/2015 OPTION 5 YEARS
Lodged at 08:53 on 26/08/2010 Recorded at 12:08 on 26/08/2010

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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Page 2/2

VOL: S 7714 FOL: 191



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VOL 7714

FOL 191



QUEENSLAND

DEVELOPMENT LEASE NO. 9

DEVELOPMENT LEASE UNDER SECTION 214 OF THE LAND ACT 1962-1978

ELIZABETH THE SECOND, by the Grace of God, Queen of Australia, and Her other Realms and Territories, Head of the Commonwealth:-

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, CIVIC PROJECTS (RABY BAY) PTY. LTD. has made application for a development lease under the provisions of Section 214 of the Land Act 1962-1978 (hereinafter referred to as "the said Act"), of the Land hereinafter described: AND WHEREAS the Governor of Our State of Queensland, with the advice of the Executive Council thereof, has granted such application, and has agreed to issue a Lease of the said Land in Our name for the term, at the rent, and upon and subject to the conditions hereinafter mentioned: NOW KNOW YE that in consideration of the premises, and of the rent, reservations, and conditions hereinafter reserved and contained, WE, in pursuance of the said Act, DO HEREBY for Us, Our Heirs and Successors, Demise and Lease unto the said CIVIC PROJECTS (RABY BAY) PTY. LTD. (hereinafter with its Successors in title designated "the Lessee"), and its lawful Assigns, for Business, Residential and Recreational purposes, ALL that parcel of Land particularly described in the First Schedule endorsed on these Presents to HOLD the same unto the Lessee and its lawful Assigns for and during the term of Ten years, to be computed from the First day of March, One thousand nine hundred and eighty, with, under, and subject to the terms, conditions, provisions, exceptions, reservations, provisoes, penalties, and forfeitures hereinafter particularly mentioned or referred to, or contained in or prescribed by the said Act and to the conditions, reservations, and provisoes in the Mining Act 1968-1980 and the Petroleum Act 1923-1976, or any Regulations made or which may hereafter be made under the aforesaid Acts, or any of them: YIELDING AND PAYING unto Us, Our Heirs and Successors, subject to the provisions of the said Act during the said term the yearly rent of One thousand dollars such rent to be paid at the Office in Brisbane of the Department of Lands, or at any District Land Office in Our said State, or at such other place as may from time to time be appointed by the Governor of Our said State in Council, or before the First day of January in each and every year of the said term: AND IT IS HEREBY EXPRESSLY DECLARED AND AGREED:- (a) That this Lease or any part or portion of the said Land comprised therein shall not be sublet by the Lessee; (b) That the Lessee, subject to Section 221 of the said Act, shall not in any way assign the said Land or any part thereof or grant to any person the right of occupation or tenancy or any other right or licence to, over or upon the said Land or any part thereof or any structure or building erected thereon; (c) That the said Land or any part or portion thereof comprised in this Lease shall not be subdivided except with the prior permission of the Minister for Lands, Forestry and Water Resources in accordance with the requirements and provisions of Section 216 of the said Act. AND IT IS FURTHER HEREBY DECLARED AND AGREED and these Presents are upon the express condition, that the Lease hereby granted shall be subject also to the conditions set forth in the Second Schedule endorsed hereon: AND that if the Lessee makes default in payment of the rent hereby reserved, or any part thereof, at the times and in the manner herein prescribed, or fails to observe and perform the terms, stipulations, agreements, and conditions herein and in the Second Schedule contained or referred to, or any of them, and in such case, this Lease shall be liable to be forfeited and that in such case the Lessee shall not be entitled to receive the value of any improvements made upon the said Land by it except as provided by Section 236 of the said Act, AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all such parts and so much of the said Land as may hereafter be required for making Public Ways, Canals, or Railroads in, over and through the same: AND ALSO the full and free right to take and remove any Indigenous Timber growing thereon, and all other Materials being the natural products of the said land, or being within, upon, or under the same, which may at any time hereafter be required for the construction or repair of any Public Works: AND ALSO, the right of full and free ingress, egress, and regress, into, upon, over, and out of the said Land for the several purposes aforesaid: PROVIDED ALWAYS and WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all Gold and Minerals (the term "Minerals" to have the same meaning as in the Mining Act 1968-1980) on and below the surface of the said Land, and all Mines of Gold and Minerals on and below the surface of the said Land: AND WE DO HEREBY ALSO RESERVE unto Us, Our Heirs and Successors, and to such persons as shall from time to time be duly authorised by Us in that behalf, during the term of the said Lease, the free right and privilege of access, including ingress, egress, and regress, into, upon, over, and out of the said Land, for the purpose of searching for or working Gold and Minerals, or any of them, or Mines of Gold and Minerals, or any of them, in any part of

7714/191

the said Land: AND WE DO HEREBY ALSO RESERVE unto Us, Our Heirs and Successors, all Petroleum (the term "Petroleum" to have the same meaning as in the Petroleum Act 1976) on or below the surface of the said Land: AND ALSO all rights of access for the Land: AND ALSO all rights of way for access and for pipe lines and other purposes requisite for obtaining and conveying Petroleum in the event of Petroleum being obtained in any part of the said Land: AND WE DO FURTHER RESERVE the right of any person duly authorised in that behalf by the Governor of Our said State in Council at all times to go upon the said Land, or any part thereof, for any purpose whatsoever or to make any survey, inspection, or examination of the same.

IN TESTIMONY WHEREOF, We have caused this Our Lease to be Sealed with the Seal of Our said State.

WITNESS Our Trusty and Well-beloved His Excellency Commodore Sir JAMES MAXWELL RAMSAY, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Commander of the Most Excellent Order of the British Empire, upon whom has been conferred the Decoration of the Distinguished Service Cross, and Commodore in the Royal Australian Navy (Retired), Governor in and over the State of Queensland and its Dependencies in the Commonwealth of Australia, at Government House, Brisbane, in Queensland aforesaid, this *twenty-fifth* day of *September*, in the twenty-ninth year of Our Reign and in the year of Our Lord One thousand nine hundred and eighty.

sch4p4(6) Personal information

FIRST SCHEDULE

Development Lease No. ^{06/}9
County: Stanley
Portion: One hundred and seventeen
Area: About 241 hectares.

District: Brisbane
Parish: Cleveland

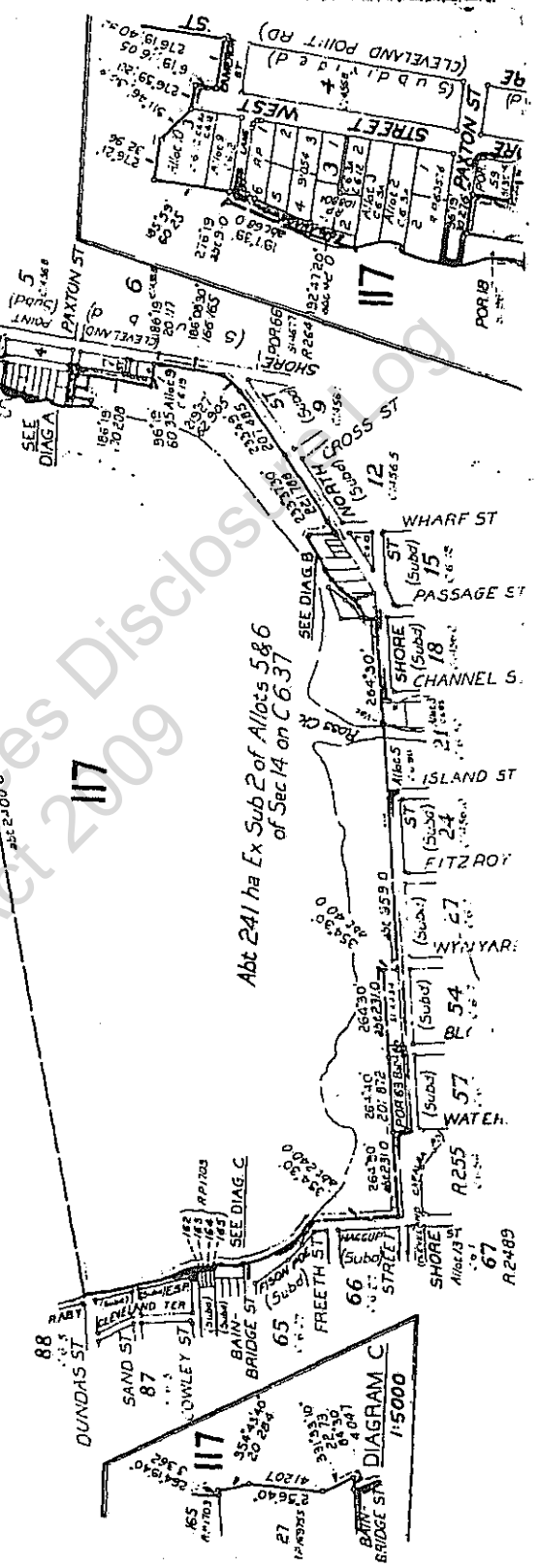
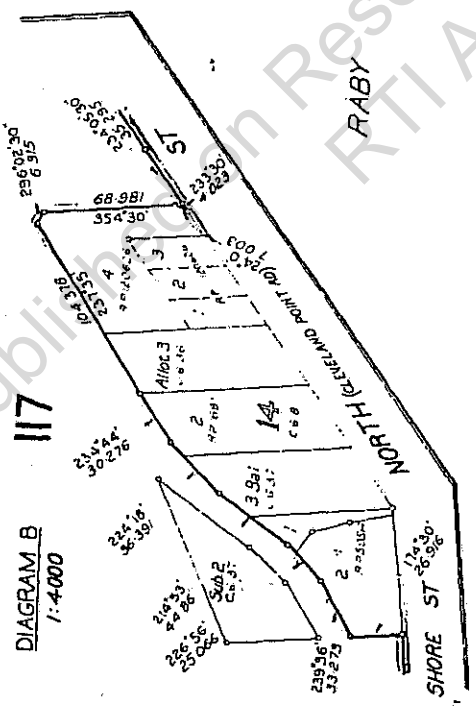
SEE ATTACHED DIAGRAM



Scale 1 : 20 000
Plan No. SI 9270

7714/191

THIS PLAN IS PART OF THE INSTRUMENT OF LEASE AND SHOULD NOT BE REMOVED



Abt 241 ha Ex Sub 2 of Allots 5 & 6 of Sec 14 on C. 37

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16/11/2009

7714/191

SECOND SCHEDULE

(Conditions)

compensation for improvements or developmental work shall be payable by the Crown at the expiration of the term of the lease but the Lessee shall have the right to remove movable improvements within a period of three months, provided all moneys due by the Lessee to the Crown on any account whatsoever have been paid.

The Lessee shall, within twelve (12) months from the commencement of the term of the Lease, clear the land of any noxious plants and thereafter maintain the land free of noxious plants.

1. The Lessee shall, within ten (10) years from the date of commencement of lease, reclaim the whole of the leased land, except any area on which the construction of a canal is approved under the Canals Act 1958-1979, by raising its level to a height and in a manner satisfactory to the Minister administering the Land Act 1962-1978 (hereinafter called the "Minister"), and the Minister administering the Harbours Act 1955-1980 and the Council of the Shire of Redland.
2. The Lessee shall, within the term of the lease, construct through the leased area open or piped waterways of sufficient capacity to take stormwater runoff, which flowed onto the leased land prior to the reclamation, in a manner satisfactory to the Department of Harbours and Marine and the Council of the Shire of Redland.
3. Before the commencement of construction of revetment, or of any other works, on Crown land below high water mark on or abutting the leased land the Lessee shall obtain a letter from the Council of the Shire of Redland stating that Council accepts full responsibility for maintenance of the sea front and shall lodge plans of the proposed works with the Marine Board of Queensland to obtain the sanction of the Governor in Council to those plans, pursuant to the provisions of Section 86 of the Harbours Act 1955-1980.
4. If it is approved to obtain material for filling from Crown land below high water mark, the Lessee shall, before removal of any material, obtain an authority in writing from the Marine Board of Queensland, or the Port of Brisbane Authority, whichever is the appropriate approving Authority at the time of application.
5. Any material used in raising the level of the leased land shall be to the satisfaction of the Department of Harbours and Marine and the Council of the Shire of Redland.
6. If, in the course of the reclamation, any material slips, or is deposited outside the boundaries of the leased land such material shall be removed at the Lessee's cost.
7. If the Lessee proposes to construct a canal, as defined in the Canals Act 1958-1979, within the boundaries of the leased land it shall, before commencement of construction, apply for and obtain the provisional approval, and subject to obtaining that provisional approval, the final approval prescribed by the Canals Act 1958-1979. The Lessee shall not be entitled to purchase the fee-simple until such time as all requirements of the Canals Act 1958-1979 have been complied with.
8. On completion of the reclamation, and after construction of revetment and all other works required under the conditions of the Lease, the Lessee shall arrange for an Authorised Surveyor to determine the levels of the reclaimed land at points spaced not less than thirty (30) metres from the nearest neighbouring point and located at the changes of grade and otherwise at the intersections of a right angled grid. Such survey shall be carried out after first determining the requirements of the Department of Harbours and Marine. The plan of survey shall be forwarded to the Assistant Director, Harbours and Marine Works Division, Department of Harbours and Marine, for approval. On completion of the reclamation and after construction of revetment and all other works required under the conditions of lease, the Lessee shall arrange for an Authorised Surveyor to accurately determine the position of the completed works. Such survey shall be carried out after first determining the requirements of the Surveyor-General. The original plans of survey shall be lodged together with the Field Notes, in the office of the Surveyor-General. The Lessee shall bear the cost of all required surveys.
9. The Lessee shall develop the leased land in accordance with the provisions of the Deed of Agreement dated October 25, 1979 and made between the Lessee and the Council of the Shire of Redland with such amendments thereto as may from time to time be approved by the Minister and shall at all times comply with the provisions of the Deed of Agreement.
10. All development of and on the leased land shall be carried out to the satisfaction of the Minister.
11. Subject to the Land Act 1962-1978 and upon compliance with the terms and conditions of the lease, the Lessee may purchase the fee-simple of any subdivision of the land approved by the Minister when the Lessee has paid to the Minister an amount equal to six per centum (6%) of the gross sum for which it has bona fide contracted or agreed to sell such subdivision to a purchaser (hereafter referred to as the "gross selling price") or when the Lessee has obtained the Minister's approval to retain any subdivision for its own use and has paid to the Minister such purchasing price as has been agreed.

7714/191

SECOND SCHEDULE
(Conditions continued)

12. In addition to the payment required and specified in Condition 11 hereof, the Lessee shall, within two (2) years from June 30 next succeeding the dates of payment of the gross selling price aforementioned, pay a further sum equal to four and one-half per centum (4 1/2%) of such gross selling price previously referred to, together with interest at the rate of ten (10) per centum per annum calculated from the date of payment of the amount of six per centum (6%) aforementioned to the date such further sum together with interest is paid. The appropriation of this additional payment is to be as determined by the Treasurer.

Provided that if, at any time prior to the expiration of the two (2) year period aforementioned, the total amount required to be so paid exceeds the amount of the bond of \$400,000 provided for in Condition 16 hereof, the Lessee shall forthwith pay to the Minister such amount as will reduce the contribution owing to a sum of not more than \$400,000 and in such an event compliance with the terms and conditions of lease necessary for the purchase of the fee-simple of any subdivision as specified in Condition 11 hereof will not be deemed as being complied with until such time as the amount so required to be paid is less than \$400,000.

13. In addition to the amounts specified in Conditions 11 and 12 hereof, the Lessee shall pay the further sum of one per centum (1%) per annum of the gross selling price to the Council of the Shire of Redland as set out in Clause 8(f) of the Second Schedule of the Deed of Agreement referred to in Condition 9 of the within terms and conditions of lease.

14. The Lessee shall furnish satisfactory proof to the Minister as to the gross amount to be received by it for the relevant subdivision. Unless otherwise required by the Minister, it shall be sufficient proof if a certified copy of the contract of sale or agreement to sell, duly executed by the Lessee and its purchaser, is produced.

15. Upon payment being made as hereinbefore provided by the Lessee to the Minister, and upon the surrender to the Crown of the land comprised in the relevant subdivision, a Deed of Grant in fee-simple of each subdivision shall, upon further payment of Deed and Assurance Fees, be issued to the Lessee.

16. The Lessee shall lodge with the Minister as surety for completion of the works specified in the conditions of lease and as surety for the payment required in terms of Condition 12 hereof, a bond in the sum of Four Hundred Thousand Dollars (\$400,000.00), in addition to the bond of One Hundred Thousand Dollars (\$100,000.00) referred to in the Agreement made between the Lessee and the Council of the Shire of Redland referred to in Clause 9 hereof, such bond being from a financial institution approved by the Minister, which said bond shall be lodged no later than fourteen (14) days after the issue to the Lessee by the Governor in Council of the final approval in relation to the proposed development pursuant to the provisions of Section 7 of the Canals Act 1958-1979.

17. The Lessee shall at all times during the term of the lease or any extension thereof indemnify and save harmless the Minister from and against all actions, proceedings, claims, demands, costs, losses, damage and expense which may be brought against or made upon the Minister or which the Minister may pay, sustain or be put to by reason of or in consequence of or in connection with the occupation, development, construction or any other use hereunder of and on the leased land in any way whatsoever whether in respect of any loss of life or injury to any person (including any invitee agent or servant of the Lessee) or property including any property of the Minister or of the Lessee and whether such loss of life or injury or damage to any person or property be occasioned by the act or default of the Minister's servants or agents or otherwise howsoever and shall release and discharge the Minister his servants and agents from any such action, proceeding, claim, demand, cost, loss, damage or expense which but for this condition might be brought against or made upon the Minister by the Lessee.

18. Upon the Lessee performing and fulfilling its obligations under this lease then the Minister will so certify in writing to that effect and immediately thereupon the bond for Four Hundred Thousand Dollars (\$400,000.00) referred to in Clause 16 hereof shall be discharged.

19. In all other respects, the conditions of this lease shall be such as are provided for in the Land Act 1962-1978 and the provisions of the Land Act 1962-1978 in relation to approval of the plan of subdivision of the leased land shall be in addition to similar approval required under the Canals Act 1958-1979.

TRANSFERS, MORTGAGES, REGISTERED, ETC.

REGISTRATION NO. 20/215 from Civic Projects (Holdings) Pty Ltd to TRICENTRAL BANK CORPORATION LIMITED, BY ASSURE TRUST BANK LIMITED and TRICENTRAL FINANCE (AUSTRALIA) LIMITED as tenants in common in the interests of 20/32nds, 11/32nds and 1/32nd, respectively securing advances as therein set forth.

Registered:

Registrar of Deeds

Registrar of Dealings

7714/191

Mortgage No. 211868 from Civic Projects (Raby Bay) Pty. Ltd. to OVERSEAS TRUST BANK LIMITED

Volume 8589 77

advances as therein set forth. Registered. 27 MAY 1988 Registrar of Dealings

Volume 8589 168

DEED of Variation of Memorandum of Mortgage No. 211868 produced. Registered 8 SEP 1989 Registrar of Dealings

Consequent upon previous amendments, amendment from 1.7.89, extension of term by 7 years from 1.3.90 and deletion of conditions 9, 12, 16, 18 and new conditions 9, 12, 16(a), 16(b), 16(c), 16(d), 18 per Government Gazette 24.290, amendment of area and description from 1.6.90 and correction of conditions per Government Gazette 7.7.90, the items listed in the Schedule hereunder are the amendment particulars of the within lease:-

- Area : 117.38ha
- Description: Lot 427 on Plan SL12547
- Lot 442, 444, 445 on Plan SL12548
- Lot 1 on Plan SL12770
- Lot 553 to 556 on Plan SL12772
- Lot 544 to 550 on Plan SL12773
- Lot 557 and 560 on Plan SL12775
- Lot 561 on Plan SL12776
- Lot 567, 569, 571, 572 and 575 on Plan SL12777
- Lot 991 on Plan SL12869
- Lot 117 on Plan SL807482

Corrected 13 JAN 1984 REGISTRAR OF TITLES

FURTHER ENCUMBRANCES SEE OVER

For conditions amended see Govt. Gaz., notifications Dealing No. KA01542y Produced: 17 Sep 1990 Registered: 10 NOV 1990

AS FROM 1-10-1992 THE ITEMS LISTED IN THE SCHEDULE HEREFUNDR ARE THE AMENDED PARTICULARS OF THE WITHINDESCRIBED HOLDING CONSEQUENT UPON THE EXCLUSION OF AN AREA for the purpose of issuing deeds of grant thereover road purposes, park recreation reserves and canal purposes Description: lot 555 on SL 12772, balance of lot 991 on SL 12869, lot 117 on SL 807482, lots 586, 587, 589, 626 to 628, 633, 634 and 638 on SL 813284, lot 591, 592, 596, 597, 614 to 616, 618 to 620, 622, 624, 625, 870 and 872 on SL 813285, lots 600 to 602, 608 to 610, 612 and 613 on SL 83289 DEALING No L 499 355H Area 97.2922HA PRODUCED 24 MAY 1993 REGISTERED 6 JUL 1993 REGISTRAR OF TITLES

7714/191

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2 MAR 1994

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REGISTRAR OF TITLES

Following the amendment of Lease vide Government Gazette notifications 24/2/1990 page 939-40, 7/7/1990 page 1477 and 1/10/1993 page 348, those conditions that differ from those given in the second schedule are listed hereunder:-

1. "The Lessee shall, within seventeen (17) years from 1st March, 1980, reclaim the whole of the leased land, except any areas on which the construction of a canal is approved under the Canal Act 1958-1987, by raising its level to a height and in a manner satisfactory to the Minister administering the Land Act 1962-1989 (herein after called the "Minister")", and the Minister administering the Harbours Act 1955-1989 and the Council of the Shire of Redland."

9. The Lessee shall develop the leased land in accordance with the provisions of the Deed of Agreement dated 27 November 1987 and made between the Lessee and the Council of the Shire of Redland with such amendments thereto as may from time to time be approved by the Minister and shall at all times comply with the provisions of the Deed of Agreement.

12. In addition to the payment required and specified in Condition 11 hereof, the lessee shall, within two (2) years from June 30 next succeeding the dates of payment of the gross selling price aforementioned, pay a further sum equal to four and one-half per centum (4 1/2 %) of such gross selling price previously referred to, together with interest at the rate of ten (10) per centum per annum calculated from the date of payment of the amount of six per centum (6%) aforementioned to the date such further sum together with interest is paid. The appropriation of this additional payment is to be determined by the Treasurer.

Provided that if, at any time prior to the expiration of the two (2) year period aforementioned, the total amount required to be so paid exceeds the amount of bond of \$400,000 provided for in Condition 16(b) hereof, the Lessee shall forthwith pay to the Minister such amount as will reduce the contribution owing to a sum of not more than \$400,000 and in such an event compliance with the terms and conditions of lease necessary for the purchase of the fee-simple of any subdivision as specified in Condition 11 hereof will not be deemed as being complied with until such time as the amount so required to be paid is less than \$400,000.

16. (a) The Lessee shall lodge with the Minister as surety for completion of the works specified in the conditions of lease, a new security bond or bonds, in the form of irrevocable bank undertakings issued by major Australian trading bank or banks, and acceptable to Queensland Treasury, totalling the sum equal to 5% of the amount certified by the Engineer as being equal to the value of the uncompleted works specified in the conditions of the Extended Lease as at 1 February, 1990, which said bonds shall be lodged prior to 1 March, 1990.

(b) The Lessee shall lodge with the Minister as surety for the payment required in terms of Condition 12 hereof a new security bond in the sum of FOUR HUNDRED THOUSAND DOLLARS (\$400,000) such new bond to be in the form of an irrevocable bank undertaking issue by a major Australian Trading bank and acceptable to Queensland Treasury, and lodged no later than 1st March 1990. The bond under clause 16(b) is to be in addition to the bond of ONE HUNDRED THOUSAND DOLLARS (\$100,000) referred to in the Agreement between the Lessee and the Council of the Shire of Redland and referred to in clause 9 hereof.

(c) "On the application of the Lessee to the Department of Land Management, the New Bond Amount shall be reviewed on 30 June and 31 December, of each calendar year of the Extended Lease to the sum equal to 5% of the amount certified by the Engineer as being equal to the value of the uncompleted works specified in the conditions of the Extended Lease as at the 30 June or 31 December, as the case may be, preceding the application. If the New Bond Amount alters as a consequence of the review then the Lessee and the Minister shall exchange bonds such that the total of all New Bonds held by the Minister following the exchange is equal to the New Bond Amount following the review.

(d) The cost of the provisions of any certification by the Engineer in accordance with paragraphs (a) and (c) of this Condition 16 shall be borne by the lessee.

18. Upon the Lessee performing and fulfilling its obligations under this lease then the Minister will so certify in writing to that effect and immediately thereupon the bonds referred to in Conditions 16(a) and 16(b) hereof shall be discharged.

20. (a) Notwithstanding the terms of Conditions 11 and 12 of this Lease, the total amount payable by the Lessee to purchase the fee simple of all Sale Lots in proposed Stage 11 approved by the Minister, shall be the greater in value of the following:-

- (i) the sum calculated under clauses 11 and 12 of the current Lease; and
- (ii) the amount represented by Z in the following formula -

$$Z = \frac{\text{Agreed Base Price (ABP)} \times \text{Future Average Price (FAP)}}{\text{Base Average Price (BAP)}}$$

Where ABP = \$1,975,000.00

Where FAP = the average selling price obtained by the Lessee from the sale of allotments in Stages 12, 13 and 14 prior to the time of application by the Lessee to the Department of Lands for the purchase of the fee simple estate of the first Sale Lot in Stage 11

Where BAP = \$197,000.00

(b) The amount payable by the lessee to purchase the fee simple of individual Sale Lots in proposed Stage 11 shall be payable as follows:-

(i) in respect of the purchase of the fee simple of all Sale Lots in proposed Stage 11, except for the last Sale Lot in proposed Stage 11 in respect of which applications is made by the Lessee to the Department of Lands for the purchase of the fee simple, the amount calculated in accordance with Clauses 11 and 12 of the Lease; and

7714/191

(ii) in respect of the purchase of the fee simple of the last Sale Lot in proposed Stage 11 in respect of which application is made by the Lessee to the Department of Lands for the purchase of the fee simple the sum represented by Y in the following formula -

$$Y = T + (Z-B)$$

Where T = the sum payable by the Lessee in accordance with Clauses 11 and 12 of the Lease in respect of the last Sale Lot in proposed Stage 11; and

Where B = the total sum paid or payable by the Lessee in accordance with Clauses 11 and 12 of the Lease in respect of all Sale Lots in proposed Stage 11; and

Where Z = the sum calculated in accordance with Clause 20 (a)(ii)

21. In this Lease the following terms shall have the meanings prescribed hereunder.

"Extended Lease" means the extension of Development Lease No. 9 for a term of seven (7) years commencing 1st March 1990 on the terms and conditions set out above.

"New Bond" means the bond or bonds lodged pursuant to Conditions 16(a) and 16(c) in the sum of the New Bond Amount.

"New Bond Amount" means the sum equal to 5% of the amount certified by the Engineer as being equal to the value of the uncompleted works specified in the conditions of the Extended Lease as at 1st February 1990, or such amount reviewed in accordance with clause 16(c) of the extended lease.

"Proposed Stage 11" means that part of the area shown as Stage 11 on the Staging Plan, encompassed in the current Lease.

"Staging Plan" means the plan forming the Forth Schedule to the Deed of Agreement between the Lessee and the Council of the Shire of Redland dated 27th November, 1987.

"Stage 12" means that part of the area shown as Stage 12 on the Staging Plan encompassed in the current Lease.

"Stage 13" means that part of the area shown as Stage 13 on the Staging Plan encompassed in the current Lease.

"Stage 14" means that part of the area shown as Stage 14 on the Staging Plan encompassed in the current Lease.

"Sale Lot" means a Lot in a Stage in respect of which a Contract of Sale is duly executed by the lessee and a purchaser.

"Engineer" means Sinclair Knight and Partners or such other Engineer as shall be agreed upon by the parties from time to time.

22. (a) Notwithstanding the terms of any condition of this second schedule to the contrary, the Lessee must not be granted Deeds of Grant in fee simple for Sale Lots in Stage 15 until publication in the Queensland Government Gazette of Notification by the Minister that the Minister has received the certificate under Section 8(1) of the Canals Act 1958 in respect of the canal and/or harbour in the Harbour Development Area

(b) In this clause 22 Stage 15 means that part of the area shown as Stage 15 on the Staging Plan encompassed in the current lease

(c) Any expression contained in clause 22 which is defined in the Deed of Agreement referred to in condition 9 of this second schedule shall bear the meaning so given in the Deed of Agreement except where the contrary intention is expressed in this clause 22.

Dealing No: L707950Y

Produced: 2NOV1993

Registered:

25 MAR 1994 sch4p4(6)

Registrar of Titles

Vide Government Gazette, 21/10/1994, page 679, the description of Lease is amended to:

Lot 555 on Plan SL 12772

Balance of Lot 991 on Plan SL 12869

Balance of Lot 117 on Plan SL 807482

Lot 1 on RP 837090

Lot 873 on CP 853642

Lot 693 on CP 853643

Lot 695 and Lot 707 on CP 853645

Lots 508 to 510, 513 to 518 and 520 on CP 862962

Lots 521, 523, 981, 985, 988 and 989 on CP 862963

and Lot 976 on CP 862965

and the area is amended to 57.4285 hectares as from 1 October 1994

Dealing No. 700346277

Produced 16 Nov 1994

Registered

22 DEC 1994 sch4p4(6) REGISTRAR OF TITLES

| | |
|------------------------------------|-----------------------------------|
| Hongkong Bank of Australia Limited | |
| 1st Mortgagee | under Memo of Mortgage No. 211268 |
| TRANSFER NO. | 700708792 |
| PRODUCED | 19 June 1995 |
| 27 JUN 1995 | sch4p4(6) REGISTRAR OF TITLES |

OVERVIEW

Subject to compliance with the Offer Requirements as set out in this document, in principle approval will be sought to amend Term Lease 234412, over Lot 8 on CP895066, by inclusion of an additional area as shown on DWG 11/280.

Your completion and return of this form together with payment of the attached account constitutes written agreement to the offer and the subsequent amendment of Term Lease 234412.

OFFER REQUIREMENTS

This offer will lapse unless the following items are lodged by the specified time, with the DNRM Beenleigh Office –

1. This approval is subject to the Development Application lodged with Redland City Council being finalised, and conditions imposed by Council's investigation of the Material Change of Use application will be included as the term lease conditions, as per council's letter dated 3 June 2013.
2. Lodge in this office (Not the titles office) a survey plan providing for the subject area as a new lot adjoining Lot 8 on CP895066 as illustrated on the attached departmental drawing 11/280.

Private arrangements should be made with a licensed surveyor for preparation of the plan. Should the surveyor have any doubts as to plan requirements he should contact the Department's Senior Surveyor on 07 3884 8078.
3. Ensure the completion of the attached Agreement by all proposed tenure holders or their authorised representatives and submit to the writer; and
4. Provide payment for the attached Offer Account. (A Tax Invoice will be issued when all requirements have been satisfied).

The **Agreement to Amend a Term Lease**, together with payment of all required monies, being the amount of **[Insert total amount of required monies]**, and the executed Agreement must be returned to the department by close of business on **[Insert Date response required - a date 20 business days from the date of the offer]**, otherwise this offer will lapse.

All other conditions of this offer must be satisfied by close of business on **60 business days** otherwise this offer will lapse.

If you believe you will be unable to comply with **any of** the conditions of this offer by the due dates, you should apply in writing for an extension of time. Any application for extension of time is to be made **before** the offer lapses and must address the following -

- what action you have taken to comply with the offer conditions; **AND**
- why the condition/s cannot be complied with by the due dates; **AND**
- the time for which the extension is requested, including reasons for the amount of time required.

Note - if you do not apply for an extension of time the offer lapses, you will need to make a fresh application and pay the required application fee. If the new application is accepted, the application will be re-investigated and include re-assessment of all conditions and requirements applicable to the dealing. This re-investigation may also result in the application being refused.

PURPOSE AND CONDITIONS

The existing purpose and conditions for Term Lease 234412 will remain unchanged.

PARTICULARS OF LAND

Tenure Type - Existing Term Lease to be amended
Description - Area to be added as shown on DWG 11/ 280

RENT

Rental periods for a Term Lease are annual (1 July – 30 June). Invoices for payment of the rent are usually sent out by the department before the last week of July each year.

Unless the rent is set, the rent for a Term Lease is calculated by multiplying the valuation of the land for rental purposes by the percentage rate for the category of the Term Lease, as prescribed in the current Land Regulation.

The rental valuation is subject to reassessment each year in accordance with the *Land Valuation Act 2010*.

PLAN REQUIREMENTS

The department requires a plan to be prepared at [Insert your or your Clients] expense to satisfy the requirements of this offer and arrangements should be made with a Registered Consulting Surveyor to prepare the plan.

The plan must show the subject area included as a new Lot adjoining Lot 8 on CP895066 as illustrated on the attached departmental drawing 11/280.

Private arrangements should be made with a licensed surveyor for preparation of the plan. Should the surveyor have any doubts as to plan requirements he should contact the Department's Senior Surveyor on 07 3884 8078

APPROVALS AND/OR REQUIREMENTS OF THE COMMONWEALTH, STATE OR LOCAL GOVERNMENT

It should be noted that whilst the Term Lease will issue for marine facility purposes, it is the lessee's responsibility to ensure that all other necessary approvals and/or requirements of the Commonwealth, State or local government in respect of the use of the area are obtained and/or satisfied.

A Term Lease may be subject to rates which are charged by the local government.

FOREIGN OWNERSHIP

Your attention is drawn to the requirements of the *Foreign Ownership of Land Register Act 1988* that a foreign person (as defined in that Act) or a trustee of a foreign person or foreign trust, must lodge a Notification of Ownership Form for each interest acquired. No fee is payable and further enquiries should be directed to the Foreign Ownership of Land Registry on (07) 3227 7262.

If you are a permanent resident of Australia, an Australian Citizen or wholly owned Australian Company, there is no requirement for you to take further action in this matter.

CONTAMINATION

Landowners and occupiers of land have a responsibility under section 371(1) of the *Environmental Protection Act 1994* to notify the administering authority within 22 business days if they become aware that a notifiable activity is being carried out on the land.

There are penalties for landowners under section 371 of the *Environmental Protection Act 1994* for not complying with the responsibility to notify.

For more information visit the EHP website: www.ehp.qld.gov.au; or contact Waste and Land Contamination Assessments, Department Environment and Heritage Protection - email: WLCA@ehp.qld.gov.au

ABORIGINAL OR TORRES STRAIT ISLANDER CULTURAL HERITAGE

All significant Aboriginal and Torres Strait Islander cultural heritage in Queensland, is protected under the *Aboriginal Cultural Heritage Act 2003* and the *Torres Strait Islander Cultural Heritage Act 2003*, and penalty provisions apply for any unauthorised harm. Under the legislation a person carrying out an activity must take all reasonable and practicable measures to ensure the activity does not harm Aboriginal cultural heritage. This applies whether or not such places are recorded in an official register and whether or not they are located in, on or under private land.

Aboriginal cultural heritage which may occur on the subject land is protected under the terms of the *Aboriginal Cultural Heritage Act 2003* and *Torres Strait Islander Cultural Heritage Act 2003* even if DATSIMA has no records relating to it.

Please refer to the website -

<http://www.datsima.qld.gov.au/atsis/aboriginal-torres-strait-islander-peoples/indigenous-cultural-heritage> for a copy of the gazetted Cultural Heritage Duty of Care Guidelines which set out reasonable and practical measures for meeting the duty of care.

Further assistance or advice in relation to this matter please contact the Cultural Heritage Unit on (07) 3405 3050.

DECLARATION

The information provided in this Agreement to Offer and any attachments is authorised under the *Land Act 1994* and is being used to process your application. The department will endeavour to maintain the confidentiality of information relating to your application. However, consideration of your application may involve consultation with other parties and if so, details of your application may be disclosed to third parties. This information will not otherwise be disclosed outside of the department unless required or authorised by law such as under the *Right to Information Act 2009*. If the proposed Term lease issues, the details of the Term Lease, including the lessees will be registered in the Land Registry which is available to the public to search.

I/We agree, subject to compliance with the Offer Requirements, to the amendment of the Term Lease 234412 on terms and conditions stated in this document and note that this acceptance shall not be effective until I/We have complied with the Offer Requirements.

DECLARATION BY A CORPORATION

Executed for and on behalf of:

Corporation name

A.C.N or A.R.B.N No.

In accordance with section 127 of the *Corporations Act 2001*,

Dated

day of

Year

Name and Signature of authorised person/s

Note – Sole Directors simply insert name and sign as sole director. Other Companies require signature of two Directors or by a Director and Secretary. Where an attorney or other agent executes this Agreement on behalf of a company, the form of the execution must indicate the source of this authority and a certified copy of authority must be provided to the Department. A witness is only required for an attorney or other agent where the source of authority requires a witness.

In relation to this agreement to offer, it is recommended you seek independent legal advice.

Postal :

DNRM Beenleigh
PO Box 1164
Beenleigh QLD 4207

Email: SLAM-beenleigh@dnrm.qld.gov.au

Telephone : (07)3884 8047

Fax: (07)3884 8079

END OF DOCUMENT

Author: Judi Howard
File / Ref number 2011/006548
State Land Asset Management
Phone (07)3884 8047

24 October 2013

Port Binnili Pty Ltd
PO Box 71
ARANA HILLS QLD 4054

Attention: s.73 Irrelevant inform

Dear Mr s.73 Irrel

Proposed Amendment of Area of Term Lease 0/234415 being Lot 8 on CP895066 within Endeavour Canal, Cleveland as shown on DWG 11/280

Reference is made to your application dated 13 October 2011 regarding the proposed amendment of area of term lease 0/234415 within Endeavour Canal, Cleveland as shown on DWG 11/280.

I wish to advise that in principle approval has been granted to seek the Governor in Councils approval for the amendment of Term Lease 0/234415 for the inclusion of about 6370m² adjoining Lot 8 on CP895066 as shown on Departmental drawing 11/280.

This offer is subject to the following requirements:-

Requirements: Prior to the amendment of Term Lease 0/234415, the applicant must:

1. This approval is subject to the Development Application lodged with Redland City Council being finalised, and conditions imposed by Council's investigation of the Material Change of Use application will be included as the term lease conditions, as per council letter dated 3 June 2013.
2. Lodge in this office (Not the titles office) a survey plan providing for the subject area as a new lot adjoining Lot 8 on CP895066 as illustrated on the attached departmental drawing 11/280.

Private arrangements should be made with a licensed surveyor for preparation of the plan. Should the surveyor have any doubts as to plan requirements he should contact the Department's Senior Surveyor on 07 3884 8078.

3. Ensure the completion of the attached Agreement by all proposed tenure holders or their authorised representatives and submit to the writer; and
4. Provide payment for the attached Offer Account. (A Tax Invoice will be issued when all requirements have been satisfied).

Note: The amendment of Term Lease 0/234415 may be liable for rates, which are charged by the Local Authority.

Furthermore, it will still be necessary for you to comply with all the requirements of the Local Authority including zoning and building permits etc. in respect of your proposed use of the area.

This offer will lapse unless:

- (a) By **20 Business days** you forward to this office items 2 & 3 – i.e., payment of the offer account, along with a copy of that account and executed Agreement
- (b) By **60 Business Days** all other Departmental requirements as detailed herein above have been complied with, i.e. item 1.

NOTE: If the abovementioned requirements are not met, this offer will lapse and if at a future date you wish to proceed with the amendment of Term Lease 0/234415, namely Lot 8 on CP895066, a fresh application for will be required to be lodged.

If you believe you will be unable to comply with any of the conditions of this offer by the specified date, you should apply in writing for an extension of time. Any application for an extension of time should be made **before** the offer lapses and must address the following -

- what action you have taken to comply with the offer conditions; **AND**
- why the conditions cannot be complied with by the due date; **AND**
- the time for which the extension is requested, including reasons for the amount of time required.

If you do not apply for an extension of time and the offer lapses a new application and application fee will be required. If you make a new application, the matter will be re-investigated and a new decision will be made that will include re-assessment of the land value and all conditions and requirements applicable to the dealing. This re-assessment may also result in the application being refused.

If you wish to discuss this matter please contact Judi Howard on (07)3884 8047.

All future correspondence relative to this matter is to be referred to the contact Officer at the address below or by email to judi.howard@dnrm.qld.gov.au . Any hard copy correspondence received will be electronically scanned and filed. For this reason, it is recommended that any attached plans, sketches or maps be no larger than A3-sized.

You may wish to seek your own legal advice with regard to this offer.

Please quote reference number 2011/006548 in any future correspondence.

Yours sincerely

Judi Howard
Land Administration Officer
Beenleigh

Author Judi Howard
File / Ref number: 2011/006548
Your Ref:
State Land Management
Phone (07)3884 8047

5 December 2012

Port Binnli Pty Ltd
Locked Bag 7001
CHERMSIDE CENTRE QLD 4032

Attention: s.73 Irrelevant information

Dear Mr. s.73 Irrelevant information

Application for a New Term Lease adjoining Lot 8 on CP895066

Reference is made to your application for a proposed term lease adjoining Lot 8 on CP895066 within Endeavour Canal, Raby Bay.

The Department wishes to advise that investigations into your application for the above mentioned proposed new term lease is in the process of being finalised.

When evaluating applications of this nature, the Department is required under the *Land Act 1994* to undertake investigations into a range of matters including environmental, social and economic factors, as well as native title, cultural heritage, local planning schemes and the future needs of the community. This is to ensure that State Land is allocated to the most appropriate use and tenure to derive the greatest benefits to meet the current and future needs of the people of Queensland. A component of this evaluation requires the State and local authorities, and community stakeholders with a potential interest in the land be consulted.

With consideration to all of the available information acquired through the assessment process for your application, it has been determined that you be advised that the Department holds the preliminary view that it could not support a favourable determination on the application of the following grounds:

- This Department is not willing to support the area under the current application as shown on the drawing prepared by The Jetty Specialist No. JSP-SM-1160.

- The Department is willing to continue processing the application for the area shown on the attached drawing DWG 12/284.

Please advise the Beenleigh office of this Department if you agree for the processing of the application for the proposed new term lease to continue as shown on DWG 12/284.

Redland City Council advised via letter dated 15 November 2012, that council supports the proposal in principle but the following issues should be considered prior to any development application being lodged:

- Future access to the public infrastructure for maintenance and improvements must be provided.
- Community consultation must be carried out to assess the level of community support for the development. Specifically the harbourside business and residential owners should be individually advised as they will be the ones most affected by the proposal.
- A percentage of the marina infrastructure must be set aside for public access to offset the loss of public access caused by the development.
- Amenity issues will be assessed on their merit once more detailed architectural views are available.

This information is being provided on the basis of procedural fairness before a final decision is made on the application.

Prior to endorsing a final decision on the matter, and with consideration to the principles of Natural Justice, the Department extends an opportunity for you to make further representation in response to the reasons outlined above and or any other relevant information to support your case within twenty (20) days of the date of this letter.

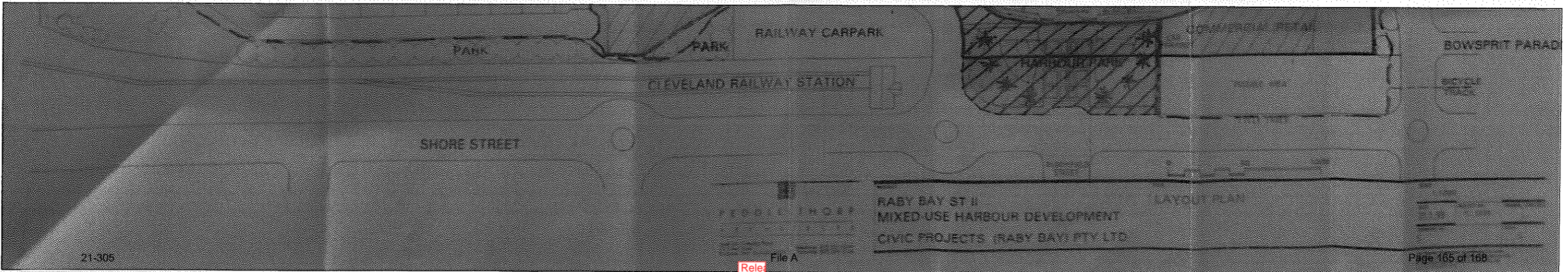
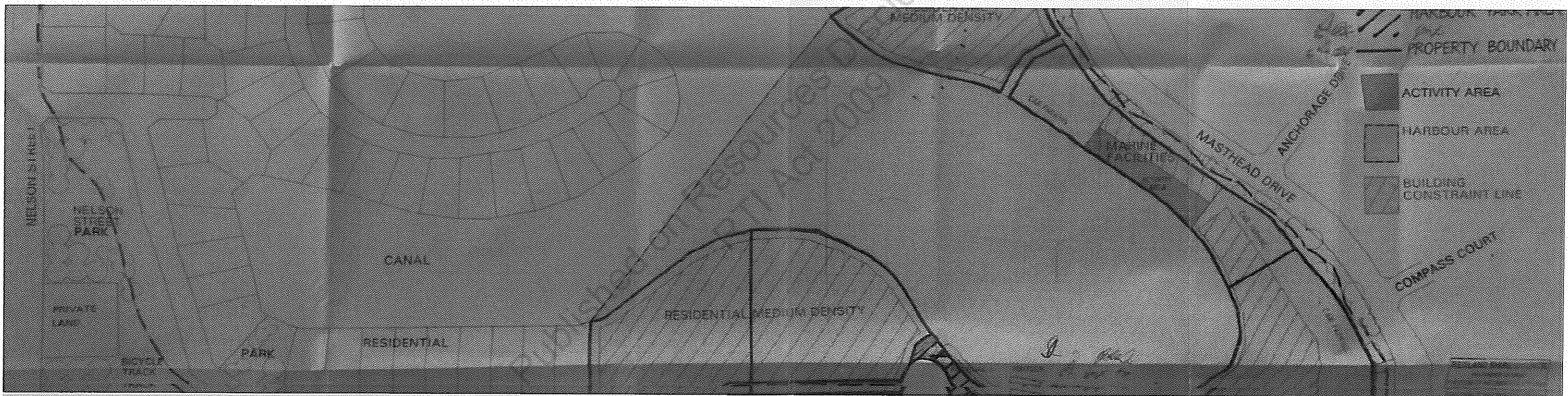
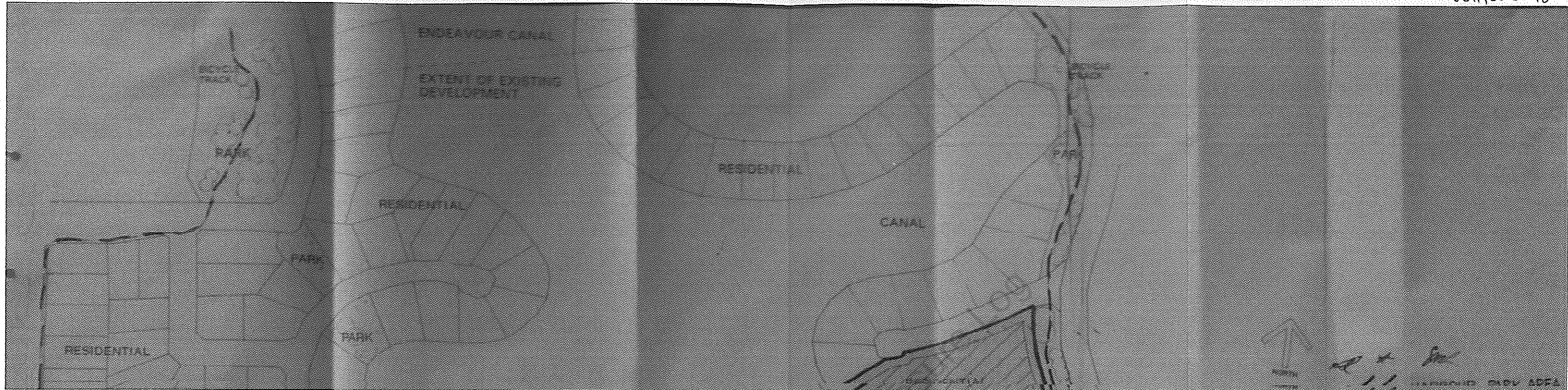
At the expiration of this period, the Department will consider any further submission on your behalf and make a final decision in this matter.

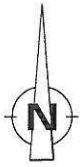
In the event that the Department does not receive a response from you within twenty (20) days from the date of this letter, then a decision will be made on your application and a formal notice of the decision will be forwarded to you.

If you require any further information please contact Judi Howard on (07) 3884 8047. Please quote reference number 2011/006548 in any future correspondence.

Yours sincerely

Judi Howard
Land Administration Officer
Beenleigh Office





Prepared by
IPSWICH OFFICE
PLANNING & ASSESSMENT
SOUTH EAST REGION
DEPT OF ENVIRONMENT and
RESOURCE MANAGEMENT

LEVEL 1
TOWER CENTRAL
IPSWICH Q 4305

LAND REFERRED TO SHOWN



PROPOSAL

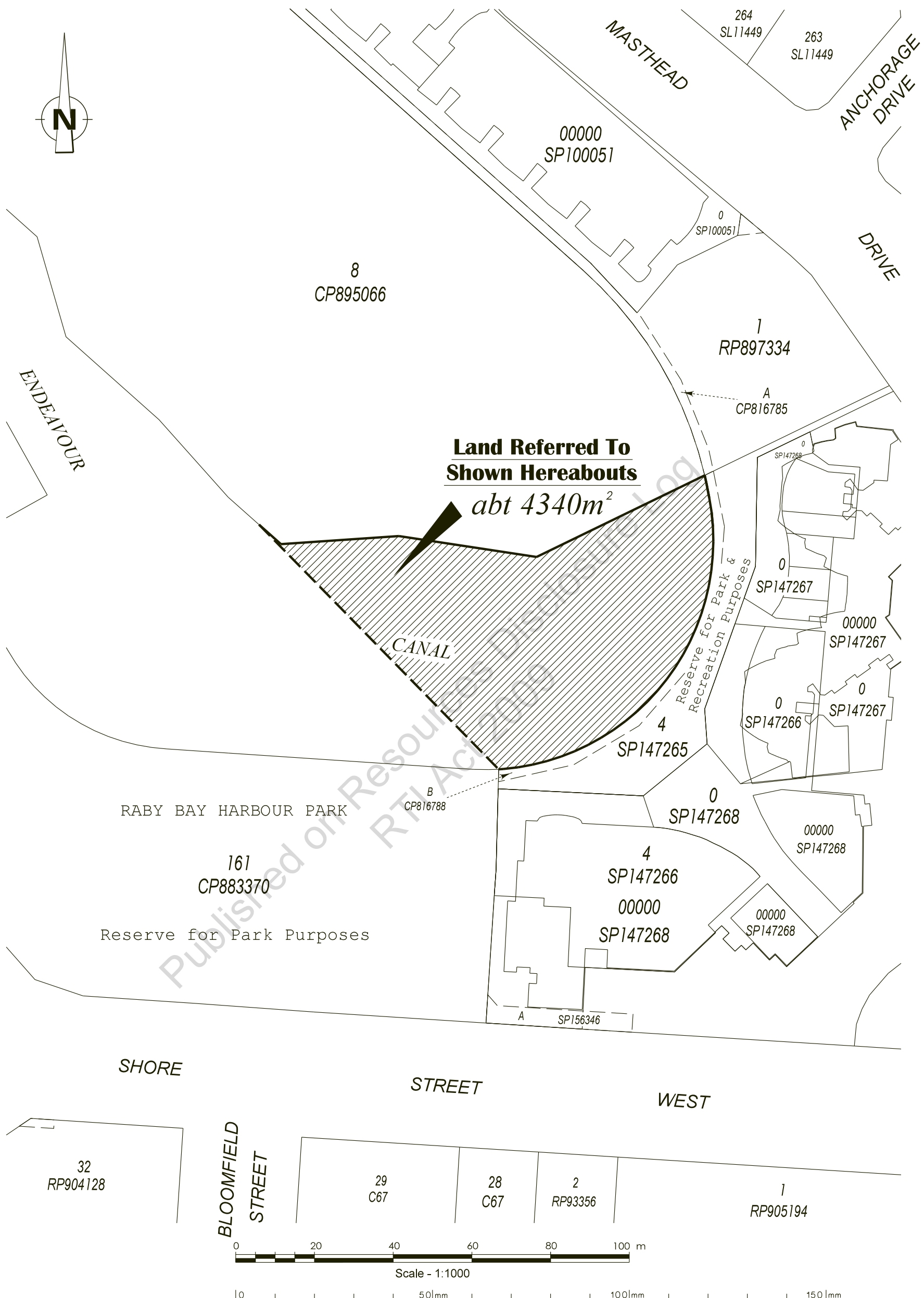
Scale: 1 : 1000
NOTE: A4 copy is reduced

DWG 11/280

PARISH: CLEVELAND COUNTY: STANLEY
LOCALITY: CLEVELAND LOCAL AUTH: CITY OF REDLAND

Compiled from: DCDB & Sketch on File Drawn by: JKN
File Ref: Case Id 2011/006548 Map Ref: 9542 - 14442 Date: 18/11/2011

©The State of Queensland (Dept of Environment & Resource Management)
Base data extracted from the Digital Cadastral Database on the 18/11/2011



**Land Referred To
Shown Hereabouts**

abt 4340m²

CANAL

RABY BAY HARBOUR PARK
161
CP883370
Reserve for Park Purposes

Reserve for Park &
Recreation Purposes

Scale - 1:1000



Prepared by
IPSWICH OFFICE
RESOURCE ASSESSMENT
and INFORMATION
SOUTH REGION
DEPT OF NATURAL RESOURCES
and MINES
LEVEL 1
TOWER CENTRAL
IPSWICH Q 4305

LAND REFERRED TO SHOWN 

PARISH : CLEVELAND COUNTY : STANLEY
LOCALITY : CLEVELAND LOCAL AUTH : CITY OF REDLAND

PROPOSAL

Scale: 1 : 1000
NOTE: A4 copy is reduced

DWG 12/284

Compiled from : DCDB, DWG 11/280 & Sketch on File Drawn by : JKN
File Ref: Case Id 2011/006548 Map Ref: 9542 - 14442 Date: 04/12/2012

Howard Judi

From: Howard Judi
Sent: Thursday, 26 July 2012 12:53 PM
To: 'rodney.powell@redland.qld.gov.au'
Subject: FW: Application for a Term Lease adjoining Lot 8 on CP895066
Attachments: Information_Request_Response.pdf

Hi Rod

Please find attached the requested information regarding the proposed new term lease in endeavour canal, can you please provide council's views response.

Regards

Judi Howard

Land Administration Officer
Land Management Beenleigh
Department of Natural Resources and Mines
PO Box 1164 Beenleigh 4207
phone: 07 3884 8047 facsimile: 07 3884 8024

Work Safe, Home Safe

From: [s.73 Irrelevant information]@portbinnli.com]
Sent: Thursday, 26 July 2012 11:11 AM
To: Howard Judi
Subject: RE: Application for a Term Lease adjoining Lot 8 on CP895066

Hi Judi,

Please find attached a digital copy of the information request response relating to the application for a term lease adjoining Lot 8 on CP895066. I will send hard copies in today's mail.

Kind Regards,

[s.73 Irrelevant inf]
Port Binnli Pty Ltd