

SLAM LARIE - Intersection Report

LAYER INTERSECTION SUMMARY

LotPlans found

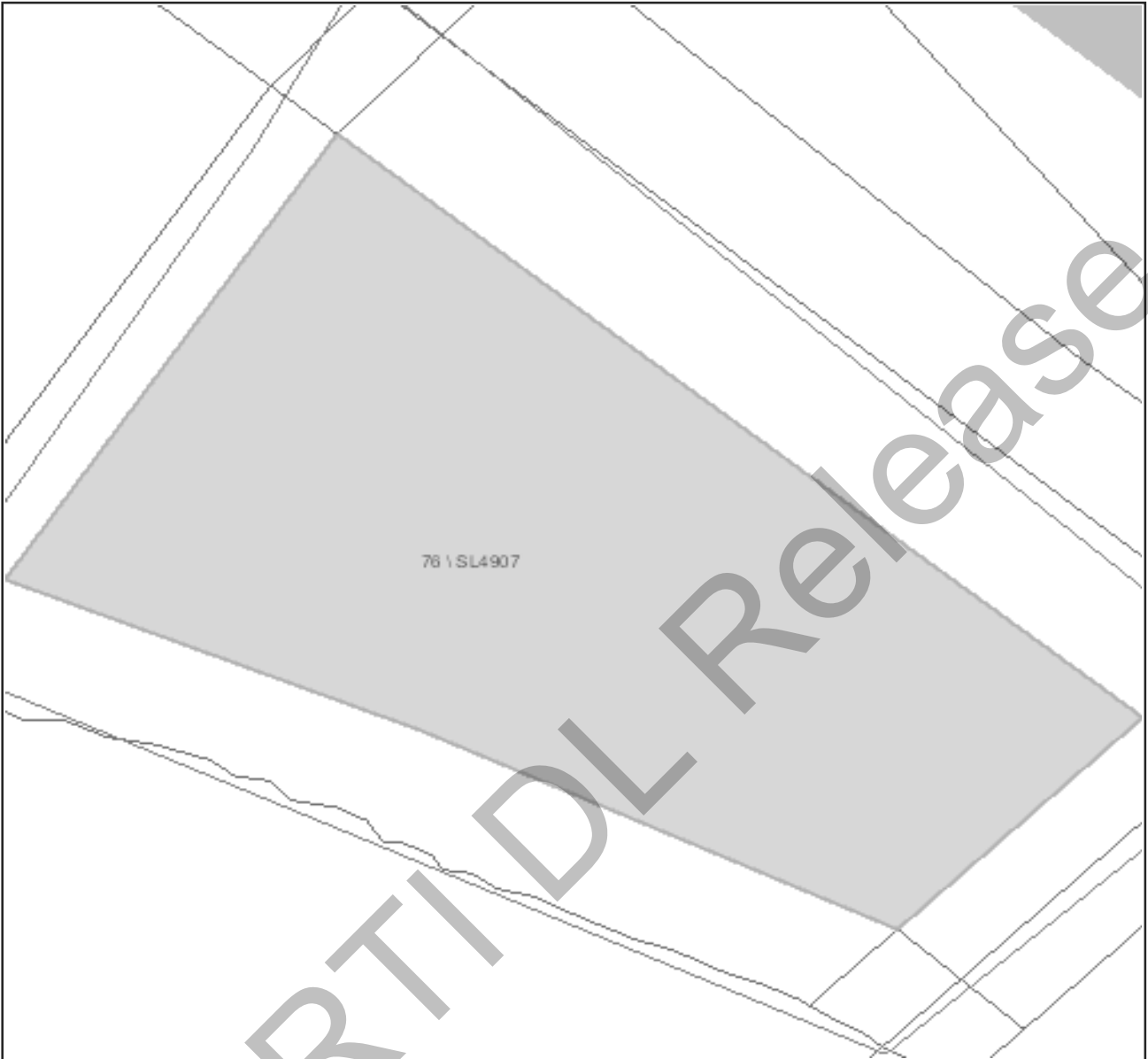
76SL4907

LotPlans not found

Group	Layer Name	Intersected?	Details
Built Environment	Roads (All)	No	
	QLD Railways	No	
Coastal	Coastal S86 Permit Areas	No	
	Coastal S86 Permit Lines	No	
	Coastal Protection Building Lines	No	
	Coastal Protection Management Dist	Yes	
	Coastal Protection Hazzard 40M on HAT	Yes	
	Coastal Protection Coastal Zone	Yes	
	Coastal Protection Hazzard Calc Dist	No	
	Coastal Protection Hazzard All	Yes	
	Coastal Protection Hazzard Med Storm Tide	Yes	
	Coastal Protection Hazzard High Storm Tide	No	
	QLD Interim Coastline Line	No	
	QLD Interim Coastline Area	Yes	
	Environmental Areas	World Heritage Areas	No
Nature Refuge Areas		No	
QLD Protected Area Estate Type		No	
Fish Habitat Areas	Fish Habitat Areas	No	
Forest Products	Forest entitlement area	No	
	Forest Management Areas	Yes	SOUTH EAST
	Forest Products MUIDs	No	
	Forest Products SUIDs	No	

Forest Products	Plantation Licence Area	No	
Heritage Register	Heritage Places	No	
Koala	SPP Koala Habitat Value	Yes	
	SPRP Koala Habitat Value	No	
Mining	Qld coal seam gas wells	No	
	Exploration permits for coal	No	
	Exploration permits for petroleum	No	
	Exploration permits for minerals	No	
	Qld Mining leases	No	
	Qld petroleum leases	No	
	Qld petroleum wells	No	
National trail	National trail	No	
Planning Scheme Zoning	State-Wide Planning Scheme (SPA)	Yes	
	State-Wide Planning Scheme (Zoning)	Yes	Commercial Industry
Regional Planning	DLGP Regional Planning Areas	Yes	South East Queensland Regional Plan
Stock Routes	Stockroute	No	
ULDA	Declared Urban Land Development Areas (ULDA)	No	
Vegetation	High Value Regrowth	No	
	Essential Habitat	No	
Water	Drainage 100K	No	
	Drainage 250K	No	
	EPP Water 2009 (SEQ)	No	
	Springs	No	
	Dams and Lakes 100k	No	
	Waterbodies 10M	No	
	Groundwater bores	No	
	Groundwater monitoring network	No	
	Water Resource Planning Area	No	
	Dams and weirs	No	
Wetlands	Wetlands - Directory of Important Wetlands	Yes	

-27.502



-27.503

153.405

153.406

SLAM LARIE INTERSECTION REPORT – INTERNAL MAP

Map Printed:

Author:

NON STANDARD MAP

- QLD Railways
- Drainage 100k
- Cadastre Roads (Major)
- Dual Carriageway
- Principal Road Roads (Minor)
- Secondary Road
- Minor Road
- Track



All datasets are updated as they become available to provide the most current information as of the date shown on this map.

Disclaimer:

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Produced by: The Department of Natural Resources and Mines

Horizontal Datum: Geocentric Datum of Australia 1994 (GDA94)

Cadastral data provided with the permission of the Department of Natural Resources and Mines

Property boundaries shown on this map are provided as a locational aid only. DCDB boundaries do not represent legal cadastral boundaries

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

Search Date: 20/06/2016 11:47

Title Reference: 40043954
Date Created: 13/08/2004

Previous Title: 17748095

DESCRIPTION OF LAND

Tenure Reference: TL 0/221125

Lease Type: TERM

LOT 76 CROWN PLAN SL4907
Local Government: REDLAND

Area: 0.653100 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:
RESIDENTIAL

TERM OF LEASE

Term and day of beginning of lease

Term: 10 years commencing on 20/07/2004

Expiring on 19/07/2014

Extended to 19/07/2016

REGISTERED LESSEE

Dealing No: 717309384 10/06/2016

RQYS NOMINEES PTY LTD A.C.N. 130 840 523
TRUSTEE
UNDER INSTRUMENT 717309384

CONDITIONS

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

Search Date: 20/06/2016 11:47

Title Reference: 40043954

Date Created: 13/08/2004

CONDITIONS

- A61
- (1) The lessee must use the leased land for residential purposes namely single person's quarters and no other purpose whatsoever.
 - (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 Shire 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 indemnifies and agrees to keep indemnified the State of Queensland, Crown Instrumentalities, local governments and other statutory bodies (the Indemnified) 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 State of Queensland granting this lease to the lessee and which is connected to or resulting from the lessees' use and occupation of the leased land (all referred to as the indemnified acts or omissions) save to the extent that the Claim arises as a result of any negligent act or omission of the State of Queensland. The lessee hereby releases and discharges the Indemnified from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified.
 - (9) 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 Shire Council, binding on the lessee.
 - (10) The lessee must give the Minister administering the Land Act

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

Search Date: 20/06/2016 11:47

Title Reference: 40043954
Date Created: 13/08/2004

CONDITIONS

- 1994, information about the lease, when requested.
- (11) The lessee must not clear any vegetation on the leased land, unless in accordance with the Integrated Planning Act 1997.
- (12) 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.
- (13) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.
- A68 (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.
- A69 Further to Condition A61(12) above, the lessee must remove all improvements and rehabilitate the area to the satisfaction of the Minister administering the Land Act 1994 from the date of expiry or forfeiture of the lease.
- A70 If the lessee fails to remove the improvements and rehabilitate the area as detailed in Condition A69 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.
- C342 The lessee must comply with any lawful requirements of Redland Shire Council.
- L109 The lessee must not effect any further structural improvements on the leased land, without the approval of the Minister administering the Land Act 1994 and any other relevant authority, having been first obtained.

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

Search Date: 20/06/2016 11:47

Title Reference: 40043954
Date Created: 13/08/2004

CONDITIONS

L110 The lessee must , to the satisfaction of the Minister administering the Land Act 1994 and Redland Shire Council , maintain all existing improvements on the leased land in a good and substantial state of repair.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 40043954

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status	Location
713923333	DSI/OFFSET LAND VALUATION ACT 2010	24/06/2011 13:33	CUR	GC-GEN -00

UNREGISTERED DEALINGS - NIL

** End of Current State Tenure Search **

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

eLVAS Client Interaction Report

For Interaction id: 1391049

Contact Details

Business unit: State Land Asset Management
Business context: Verbal (Outwards) Case
Interaction method: Telephone
Interaction date: 21-Jun-2016 5:05 PM
Entered by: Geitz, Rhonda
Reference: s.73

Contact with: Brisbane

Documents

Document Type	Title	Received/Sent
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Interaction Record History

Service Centre: Warwick

Associated to Case: 2014/000849

Revision No.: 0

Updated by: Geitz, Rhonda

Date: 21-Jun-2016

Details:

I rang [redacted] as requested. [redacted] spoke generally about the transfer of the lease, I advised [redacted] that her company could undertake a search of Lot 76 to obtain the lessee details. [redacted] asked about changing the purpose of a lease, I advised that with any application to change a purpose of a lease, the additional purpose must be complementary to the purpose of the lease. [redacted] also whether community consultation is required for an application to change the purpose of a lease, I advised that it is not a requirement under the LA. She also asked about a wet lease for the Deanbilla Bay mooring matter. I advised that this matter would fall under the jurisdiction of MSQ.

Assignment History

Date assigned: 21-Jun-2016

Assigned to: Howard, Judith

Date required:

Action required: Interaction for Case Id 2014/000849

Date actioned: 22-Jun-2016

Action taken: Noted

SLAM LARIE - Intersection Report

LAYER INTERSECTION SUMMARY

LotPlans found

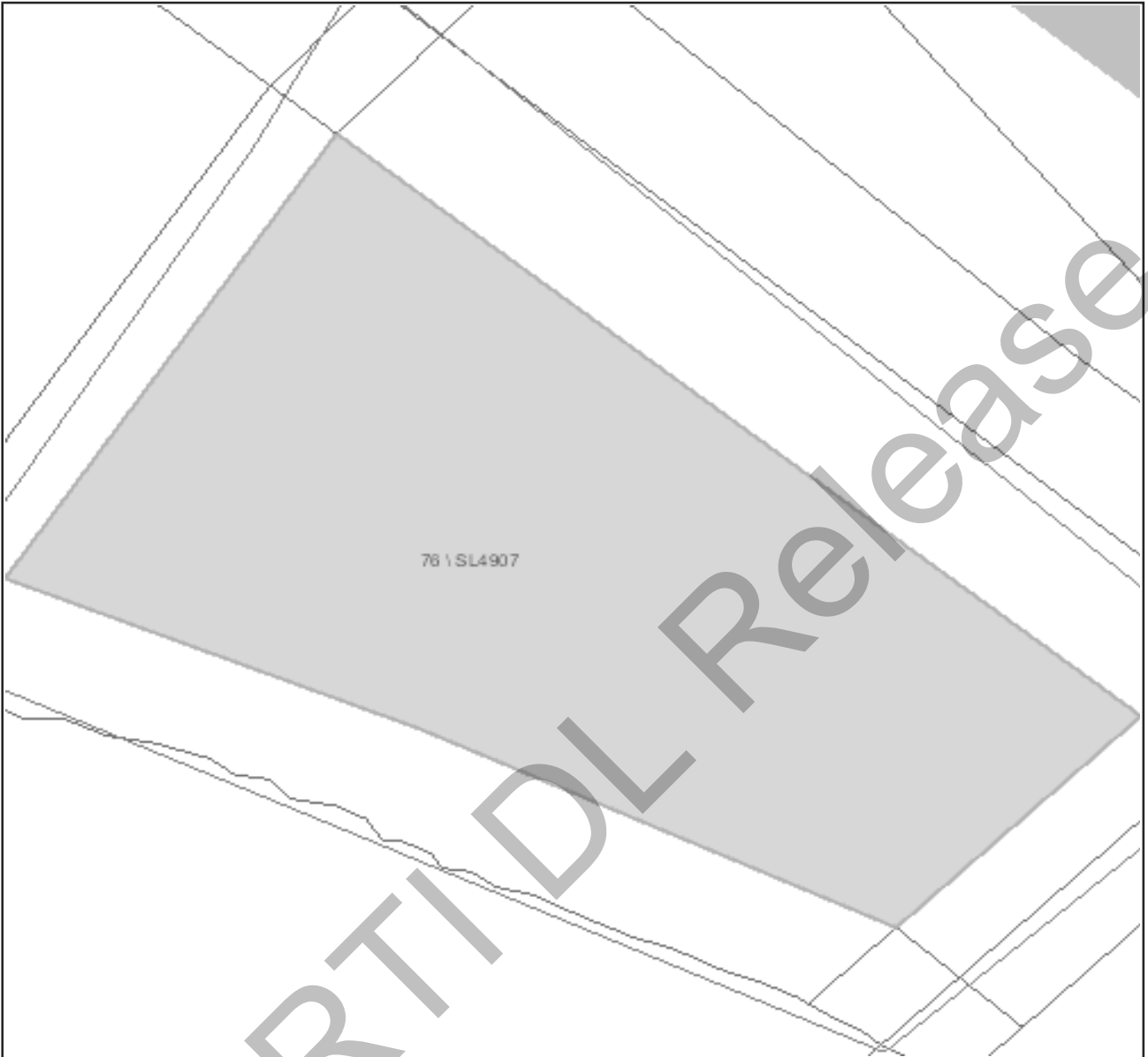
76SL4907

LotPlans not found

Group	Layer Name	Intersected?	Details
Built Environment	Roads (All)	No	
	QLD Railways	No	
Coastal	Coastal S86 Permit Areas	No	
	Coastal S86 Permit Lines	No	
	Coastal Protection Building Lines	No	
	Coastal Protection Management Dist	Yes	
	Coastal Protection Hazzard 40M on HAT	Yes	
	Coastal Protection Coastal Zone	Yes	
	Coastal Protection Hazzard Calc Dist	No	
	Coastal Protection Hazzard All	Yes	
	Coastal Protection Hazzard Med Storm Tide	Yes	
	Coastal Protection Hazzard High Storm Tide	No	
	QLD Interim Coastline Line	No	
	QLD Interim Coastline Area	Yes	
	Environmental Areas	World Heritage Areas	No
Nature Refuge Areas		No	
QLD Protected Area Estate Type		No	
Fish Habitat Areas	Fish Habitat Areas	No	
Forest Products	Forest entitlement area	No	
	Forest Management Areas	Yes	SOUTH EAST
	Forest Products MUIDs	No	
	Forest Products SUIDs	No	

Forest Products	Plantation Licence Area	No	
Heritage Register	Heritage Places	No	
Koala	SPP Koala Habitat Value	Yes	
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	Exploration permits for coal	No	
	Exploration permits for petroleum	No	
	Exploration permits for minerals	No	
	Qld Mining leases	No	
	Qld petroleum leases	No	
	Qld petroleum wells	No	
National trail	National trail	No	
Planning Scheme Zoning	State-Wide Planning Scheme (SPA)	Yes	
	State-Wide Planning Scheme (Zoning)	Yes	Commercial Industry
Regional Planning	DLGP Regional Planning Areas	Yes	South East Queensland Regional Plan
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ULDA	Declared Urban Land Development Areas (ULDA)	No	
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	Essential Habitat	No	
Water	Drainage 100K	No	
	Drainage 250K	No	
	EPP Water 2009 (SEQ)	No	
	Springs	No	
	Dams and Lakes 100k	No	
	Waterbodies 10M	No	
	Groundwater bores	No	
	Groundwater monitoring network	No	
	Water Resource Planning Area	No	
	Dams and weirs	No	
Wetlands	Wetlands - Directory of Important Wetlands	Yes	

-27.502



-27.503

153.405

153.406

SLAM LARIE INTERSECTION REPORT – INTERNAL MAP

Map Printed:

Author:

NON STANDARD MAP

- QLD Railways
- Drainage 100k
- Cadastre Roads (Major)
- Dual Carriageway
- Principal Road Roads (Minor)
- Secondary Road
- Minor Road
- Track



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Produced by: The Department of Natural Resources and Mines

Horizontal Datum: Geocentric Datum of Australia 1994 (GDA94)

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

Search Date: 16/05/2016 11:46

Title Reference: 40043954
Date Created: 13/08/2004

Previous Title: 17748095

DESCRIPTION OF LAND

Tenure Reference: TL 0/221125

Lease Type: TERM

LOT 76 CROWN PLAN SL4907
Local Government: REDLAND

Area: 0.653100 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:
RESIDENTIAL

TERM OF LEASE

Term and day of beginning of lease

Term: 10 years commencing on 20/07/2004

Expiring on 19/07/2014

Extended to 19/07/2016

REGISTERED LESSEE

STRADBROKE RUTILE PTY LTD A.C.N. 009 693 074

CONDITIONS

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

Search Date: 16/05/2016 11:46

Title Reference: 40043954
Date Created: 13/08/2004

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 - (8) The lessee indemnifies and agrees to keep indemnified the State of Queensland, Crown Instrumentalities, local governments and other statutory bodies (the Indemnified) 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 State of Queensland granting this lease to the lessee and which is connected to or resulting from the lessees' use and occupation of the leased land (all referred to as the indemnified acts or omissions) save to the extent that the Claim arises as a result of any negligent act or omission of the State of Queensland. The lessee hereby releases and discharges the Indemnified from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified.
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INTERNAL CURRENT STATE TENURE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 16/05/2016 11:46

Title Reference: 40043954
Date Created: 13/08/2004

CONDITIONS

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- A69 Further to Condition A61(12) above, the lessee must remove all improvements and rehabilitate the area to the satisfaction of the Minister administering the Land Act 1994 from the date of expiry or forfeiture of the lease.
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- L109 The lessee must not effect any further structural improvements on the leased land, without the approval of the Minister administering the Land Act 1994 and any other relevant authority, having been first obtained.

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

Search Date: 16/05/2016 11:46

Title Reference: 40043954
Date Created: 13/08/2004

CONDITIONS

L110 The lessee must , to the satisfaction of the Minister administering the Land Act 1994 and Redland Shire Council , maintain all existing improvements on the leased land in a good and substantial state of repair.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 40043954

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status	Location
713923333	DSI/OFFSET LAND VALUATION ACT 2010	24/06/2011 13:33	CUR	GC-GEN -00

UNREGISTERED DEALINGS - NIL

** End of Current State Tenure Search **

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



QNTIME Window Fill Results	
<input checked="" type="checkbox"/>	Coast and Islands
<input type="checkbox"/>	DCDB
<input checked="" type="checkbox"/>	Roads
<input type="checkbox"/>	Local Government Boundaries
<input type="checkbox"/>	Points of Interest
<input checked="" type="checkbox"/>	Selected Parcels
<input checked="" type="checkbox"/>	Acquisition
None found	
<input checked="" type="checkbox"/>	Application
None found	
<input checked="" type="checkbox"/>	Conclusion
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<input checked="" type="checkbox"/>	ILUA
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<input checked="" type="checkbox"/>	Quandamooka State ILUA
<input checked="" type="checkbox"/>	Representative Body
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<input checked="" type="checkbox"/>	Research
<input checked="" type="checkbox"/>	RB/31515 (merziakov)
<input checked="" type="checkbox"/>	RB/32048 (merziakov)
<input checked="" type="checkbox"/>	RB/32055 (merziakov)

QNTIME Version 1.12

QNTIME > Research/Conclusions > Conclusion Boundary Search > Conclusion

Conclusion

You must consider Module BA before relying upon this Conclusion.

Conclusion

Conclusion ID: C/42345
Current Allocation (keyword): [boxes](#)
Allocation Date: 11/02/2016
Conclusion Status: Final
Status Description:
Conclusion Date: 11/02/2016
Research/Conclusion Project:

Conclusion Type: Tenure
Tenure Event Category: Lease
Tenure Event Type: Scheduled Interest
Tenure Purpose: Residential (Workforce)
Legislative Reference: s. 203(a) Land Act 1962
Usage Event Category:
Usage Event Type:

Module: BA - Version 1 (Previous Grants & Vestings of Exclusive Possession)

Conclusion Summary: On 16 January 1986, Special Lease No. 06/47287 (17552079) was granted to TITANIUM AND ZIRCONIUM INDUSTRIES PTY. LTD. under the provisions of section 203(a) of the Land Act 1962 for Residential (Workforce) purposes over Lot 76 on SL4907. A special lease under the Land Act 1962 that permits the lessee to use the land covered by the lease solely or primarily for residential purposes is listed at s. 21(9), Part 3, Schedule 1 of the Commonwealth Native Title Act 1993 (NTA) and satisfies the criteria of a Scheduled interest as defined by s. 249C of the NTA. The grant of a valid special lease for residential (workforce) purposes under the Land Act 1962 on or before 23 December 1996 is a previous exclusive possession act under s. 23B(2)(c)(i) of the NTA and wholly extinguishes native title under s. 20 of the Native Title (Queensland) Act 1993. This special lease does not fall within any of the exclusions listed in Module BA of the State Government Native Title Work Procedures.

Boundary Description: Lot 76 on SL4907
[View on Keymap](#)

[Back](#) [Report](#) [History](#)

Associated Research Item

Research Item ID:	Date of Effect:	Tenure/Usage Reference:	Details
RI/26858	16/01/1986	17552079	

Logged in as howard_j

*Required Field

eLVAS Client Interaction Report

For Interaction id: 1319953

Contact Details

Business unit: State Land Asset Management
Business context: Verbal (Inwards) Case
Interaction method: Telephone
Interaction date: 26-Oct-2015 8:31 AM
Entered by: Howard, Judith
Reference:

Contact with: s.73 Sibelco Australia Limited, South Brisbane

Documents

Document Type	Title	Received/Sent
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Interaction Record History

Service Centre: Beenleigh

Associated to Case: 2014/000849

Revision No.: 0

Updated by: Howard, Judith

Date: 27-Oct-2015

Details: Received a phone call from Senior Legal Advisor with Sibelco who advised that Sibelco no longer wanted to keep Term Lease 0/221125 and would not be renewing the lease and wanted information to surrender the lease, I advised her to complete the surrender application forms with the required surrender date and email to me and I would commence the surrender action.

Assignment History

Reference Details

Reference No. 2014/000849
Action Type: Extension of offer requirements
Action Status: Proposed

Title Ref: 40043954
Tenure Type: Lease for a Term of Years

Service Centre: Beenleigh
Region: South East

Interested Parties

Name: Redland City Council / Redland
Address: PO Box 21, Cleveland, QLD, 4163
Ref:

Name: Department of Agriculture, Fische / Forest Products South East FMA
Address: 27 OConnell Street, Gympie, QLD, 4570
Ref:

Description of Land

Total Area (ha): 0.6531 Surveyed
Exclusions/Restrictions/Reservations: No

Lot/Plan Details

Lot/Plan	Area
76/SL4907	0.6531 ha
Parish	County
Stradbroke	Stanley
Local Authority	
Redland City Council	

No Forestry Entitlement

No Future Conservation Areas

No Tenant Correspondents

No Acts and Sections

No Document Recipient

No Encumbrances

No Parent Titles

No Attached Tenures

No Reserves

Land Value Information

Subdivision Parcel:

Purpose:

Category:

Sub Category:

Rental Type:

Fixed Rent Expires:

Rate:

:

Sale Price:

Improvements Value:

Deposit:

Timber Value:

Timber Installment:

No Deeds To Be Issued

Optional Conditions

Nil

Optional Reservations

Nil

Reference Details

Reference No. 2014/000849
Action Type: Lease Renewal
Action Status: Approved by MD

Title Ref:
Previous Title Ref: 40043954
Tenure Type: Lease for a Term of Years

Service Centre: Beenleigh
Region: South East

Interested Parties

Name: Redland City Council / Redland
Address: PO Box 21, Cleveland, QLD, 4163
Ref:

Name: Department of Agriculture, Fische / Forest Products South East FMA
Address: 27 OConnell Street, Gympie, QLD, 4570
Ref:

Description of Land

Total Area (ha): 0.6531 Surveyed
Exclusions/Restrictions/Reservations: No

Lot/Plan Details

Lot/Plan	Area
76/SL4907	0.6531 ha
Parish	County
Stradbroke	Stanley
Local Authority	
Redland City Council	

No Forestry Entitlement

No Future Conservation Areas

Tenancy Details

Tenancy: Sole Tenant

Grantee

STRADBROKE RUTILE PTY LTD ACN 009693074

No Tenant Correspondents

Act References

Act	Section
Land Act 1994	15(2)
Land Act 1994	162(1)

Term Of Lease

Commenced:
Expiry Date:
Term:

No Document Recipient

Encumbrances To Carry Over

Encumbrances Number
713923333

Conditions Details

A130 (V1) Category 12 - Residential

SPECIFIED CONDITIONS FOR: Lease for a Term of Years

PURPOSE: residential

STATUTORY CONDITIONS:

Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.

1. **Permitted Use:** The lessee must use the land only for the purpose for which the tenure was issued under the *Land Act 1994*.
 2. **Duty of Care:** The lessee has the responsibility for a duty of care, for the land under the *Land Act 1994*.
-

3. **Rent/Instalment:** The lessee must pay the annual rent/instalment in accordance with the *Land Act 1994* and the Land Regulation 2009.

For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.

4. **Noxious plants:** The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost of which will be recovered from the lessee.
5. **Information to Minister:** The lessee must give the Minister administering the *Land Act 1994*, information the Minister asks for about the tenure.
6. **Monies for Improvements:** No money for improvements is payable by the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee to the department under this lease have been paid.

REGULATORY CONDITIONS:

A regulatory condition relates to a lease, in accordance with the Land Regulation.

1. **Indemnity:** The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands brought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with:
- the granting of this lease to the lessee;
 - the lessee's use and occupation of the land; or
 - personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee.

The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease.

To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease.

2. **Public Liability:** The lessee must effect a public liability insurance policy with an insurer authorised under the *Insurance Act 1973* (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, 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 land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must:
- be for an amount of not less than Twenty (\$20) million dollars and have no per event sublimit or such higher amounts as the Minister may reasonably require.
 - be effected on a "claims occurring" basis; and
 - be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately

effect another public insurance policy in accordance with the terms of the lease.

The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim.

The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease.

The 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.

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.

3. **Access:** The provision of access, further access or services to the land will not be the responsibility of the State.
4. **Survey Costs:** If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the *Survey and Mapping Infrastructure Act 2003*. This survey plan must be lodged in the land registry within the specified time.
5. **Jurisdiction:** The lessee is subject to the *Land Act 1994* and all other relevant Queensland and Commonwealth legislation.
6. **Compliance with Laws:** The lessee must comply with all lawful requirements of the -
 - a. Local Government; and
 - b. any department within the Queensland or Commonwealth governments (including the department administering the *Land Act 1994*), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land.

SPECIAL CONDITIONS:

These conditions relate to this lease.

Cancellation/Forfeiture

1. The lease may be forfeited/cancelled if not used for the purpose for which it was issued or any subsequent additional purpose, defaults payment of the annual rent or by breach of a condition of the tenure.
2. The lease may be cancelled after giving the lessee reasonable notice in writing, in accordance with the *Land Act 1994*.

Improvements or development on or to the land

1. The lessee must not effect any structural or further structural or excavation improvements on the land, without the approval of the department administering the *Land Act 1994* and any other relevant authority, having been first obtained.
2. The lessee must when called upon to do so, and, to the satisfaction of the relevant authorities, maintain improvements on the land in a good and substantial state of repair.
3. The lessee must remove the improvements and rehabilitate the area to the satisfaction of the Minister / Chief Executive of the *Land Act 1994*,

from the date of termination of the tenure.

4. If the lessee fails to remove the improvements and rehabilitate the area as above, the Minister / Chief Executive administering the *Land Act 1994*, can remove the improvements and is hereby authorised to do whatever is necessary to effect the said removal. The department may recover from the lessee the total cost incurred in the said removal.
5. The lessee must ensure that the development and use of the land meets with the Planning Scheme, Local Laws and requirements of the Redland City Council, binding the lessee.

No Parent Titles

No Attached Tenures

No Reserves

Land Value Information

Purpose:	Residential
Category:	Residential
Sub Category:	Residential - single dwelling/private purpose
Rental Type:	Calculated Rent
Fixed Rent Expires:	
Rate:	6.00 percent
Annual Rent:	\$63501.00
Unimproved Capital Value:	\$1030769.00
Sale Price:	\$
Improvements Value:	\$
Deposit:	\$63501.00
Timber Value:	\$
Timber Installment:	\$

No Deeds To Be Issued

Optional Conditions

Nil

Optional Reservations

Nil



DAE RTI DL Release

Offer Account

(This is not a Tax Invoice)

Draft



Queensland
Government

Department of
Natural Resources and Mines

Payment Reference: 628799
Offer Account Date: 04/09/2015
Enquiry Reference: 2014/000849/2
Account No: 1402000849
Account Due Date: 02/10/2015

Applicant: Stradbroke Rutile Pty Ltd
PO Box 74
ROSEWATER EAST QLD 5013
Australia

ABN No.
ACN/ARBN No. 009 693 074

Item Description	Quantity	Amount (\$)	Amount Due (\$)
Deposit (Estimate of First Years Rent)	1	63501.00	63501.00
Lease/Licence/Permit Fee (Div 81)	1	65.50	65.50
Total Payable at Acceptance/Settlement:			\$63566.50

Comment:

Renewal of Term Lease 0/221125 Being Lot 76 on SL4907 - North Stradbroke Island

Payment Methods:

Payment options are cash (in person only), EFTPOS (in person at some centres only), cheque (in person or by post), BPOINT or BPay (details below).

Cheques should be made payable to 'Department of Natural Resources and Mines' and marked 'not negotiable'.

To ensure proper crediting of your account, please provide a copy of this account for cash and cheque payments and indicate whether you wish to receive a receipt.



Bill Code:
Ref:



Pay on line via credit card
www.bpoint.com.au or contact your
financial institution to make this
payment directly from your cheque,
savings or credit account

BPAY or BPOINT
Transaction ID

BPAY only amounts greater than \$50

BPOINT amounts between \$10 and \$100,000

If applicable a Tax Invoice will be provided on completion of this dealing.

2-Oct-2015
18-424

File C

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Reference Details

Reference No. 2014/000849
Action Type: Lease Renewal
Action Status: Proposed

Title Ref:
Previous Title Ref: 40043954
Tenure Type: Lease for a Term of Years

Service Centre: Beenleigh
Region: South East

Interested Parties

Name: Redland City Council / Redland
Address: PO Box 21, Cleveland, QLD, 4163
Ref:

Name: Department of Agriculture, Fische / Forest Products South East FMA
Address: 27 OConnell Street, Gympie, QLD, 4570
Ref:

Description of Land

Total Area (ha): 0.6531 Surveyed
Exclusions/Restrictions/Reservations: No

Lot/Plan Details

Lot/Plan	Area
76/SL4907	0.6531 ha
Parish	County
Stradbroke	Stanley
Local Authority	
Redland City Council	

No Forestry Entitlement

No Future Conservation Areas

No Tenancy Details

3-Sep-2015 2:42 PM

1 of 5

No Tenant Correspondents

Act References

Act	Section
Land Act 1994	15(2)
Land Act 1994	162(1)

Term Of Lease

Commenced:
Expiry Date:
Term:

No Document Recipient

Encumbrances To Carry Over

Encumbrances Number
713923333

Conditions Details

A130 (V1) Category 12 - Residential

SPECIFIED CONDITIONS FOR: Lease for a Term of Years

PURPOSE: residential

STATUTORY CONDITIONS:

Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.

1. **Permitted Use:** The lessee must use the land only for the purpose for which the tenure was issued under the *Land Act 1994*.
2. **Duty of Care:** The lessee has the responsibility for a duty of care, for the land under the *Land Act 1994*.
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-

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 - a. the granting of this lease to the lessee;
 - b. the lessee's use and occupation of the land; or
 - c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee.

The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease.

To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease.

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-
5. The lessee must ensure that the development and use of the land meets with the Planning Scheme, Local Laws and requirements of the Redland City Council, binding the lessee.
-

No Parent Titles

No Attached Tenures

No Reserves

Land Value Information

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Sale Price:	\$
Improvements Value:	\$
Deposit:	\$63501.00
Timber Value:	\$
Timber Installment:	\$

No Deeds To Be Issued

Optional Conditions

Nil

Optional Reservations

Nil

Offer Account

(This is not a Tax Invoice)

Draft



Queensland
Government

Department of
Natural Resources and Mines

Payment Reference: 628799
Offer Account Date: 03/09/2015
Enquiry Reference: 2014/000849/2
Account No:
Account Due Date: 01/10/2015

Applicant: Stradbroke Rutile Pty Ltd
PO Box 74
ROSEWATER EAST QLD 5013
Australia

ABN No.
ACN/ARBN No. 009 693 074

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Comment:

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To ensure proper crediting of your account, please provide a copy of this account for cash and cheque payments and indicate whether you wish to receive a receipt.



Bill Code:
Ref:



Pay on line via credit card
www.bpoint.com.au or contact your
financial institution to make this
payment directly from your cheque,
savings or credit account

BPAY or BPOINT
Transaction ID

BPAY only amounts greater than \$50

BPOINT amounts between \$10 and \$100,000

If applicable a Tax Invoice will be provided on completion of this dealing.

3-Sep-2015
15424

File C

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SLAM LARIE - Intersection Report

LAYER INTERSECTION SUMMARY

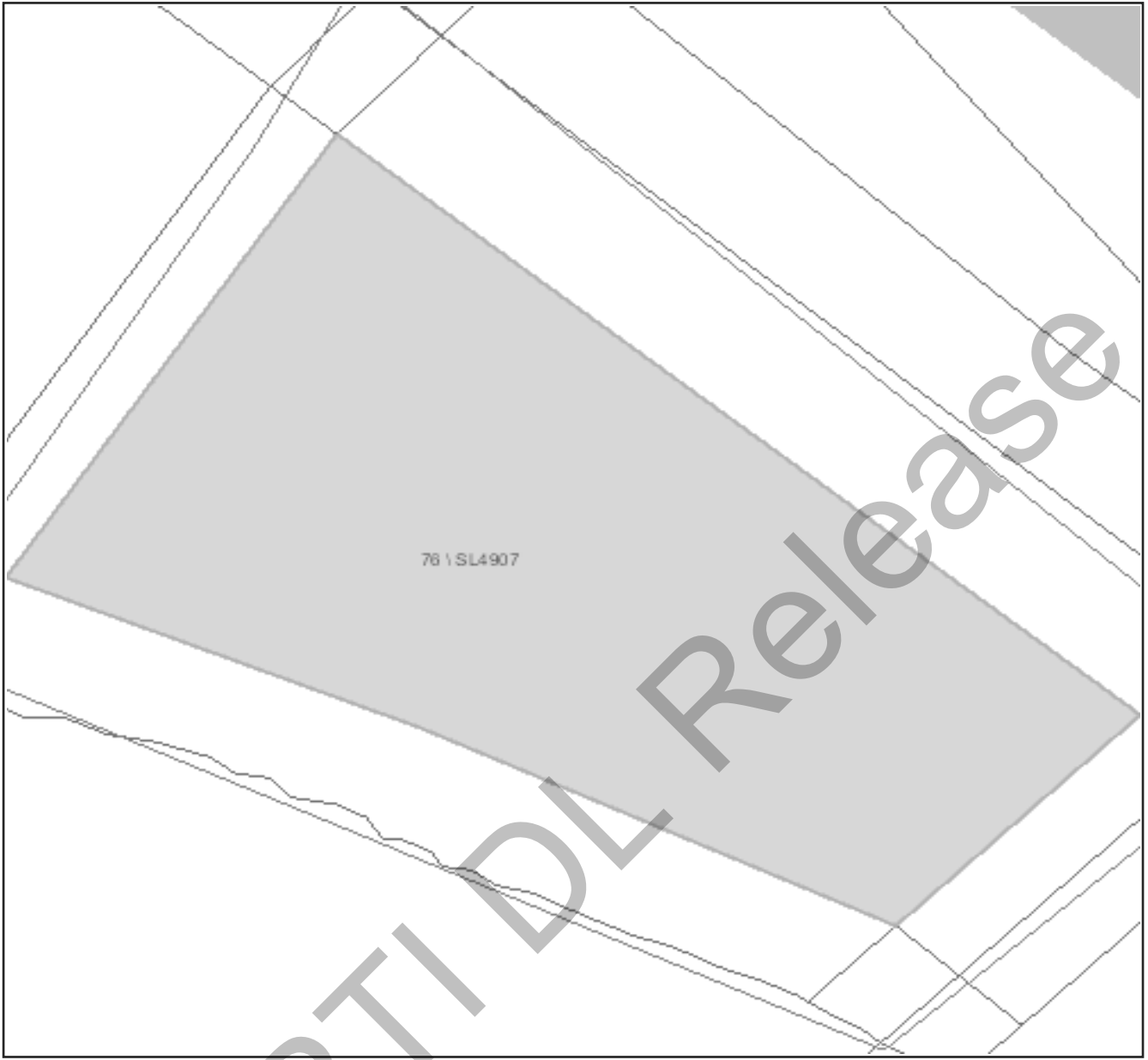
LotPlans found

76SL4907

LotPlans not found

Group	Layer Name	Intersected?	Details
Built Environment	QLD Railways	No	
	Roads (All)	No	
Coastal	Coastal S86 Permit Lines	No	
	Coastal S86 Permit Areas	No	
	Coastal Protection Building Lines	No	
	Coastal Protection Management Dist	Yes	
	Coastal Protection Coastal Zone	Yes	
	Coastal Protection Hazzard 40M on HAT	Yes	
	Coastal Protection Hazzard Calc Dist	No	
	Coastal Protection Hazzard All	Yes	
	Coastal Protection Hazzard Med Storm Tide	Yes	
	Coastal Protection Hazzard High Storm Tide	No	
	QLD Interim Coastline Area	Yes	
	QLD Interim Coastline Line	No	
Environmental Areas	World Heritage Areas	No	
	Nature Refuge Areas	No	
	QLD Protected Area Estate Type	No	
Fish Habitat Areas	Fish Habitat Areas	No	
Forest Products	Forest entitlement area	No	
	Forest Products MUIDs	No	
	Forest Management Areas	Yes	SOUTH EAST
	Forest Products SUIDs	No	
	Plantation Licence Area	No	
Heritage Register	Heritage Places	No	

Koala	SPP Koala Habitat Value	Yes	
	SPRP Koala Habitat Value	No	
Mining	Qld coal seam gas wells	No	
	Exploration permits for coal	No	
	Exploration permits for petroleum	No	
	Exploration permits for minerals	No	
	Qld Mining leases	No	
	Qld petroleum leases	No	
	Qld petroleum wells	No	
National trail	National trail	No	
Planning Scheme Zoning	State-Wide Planning Scheme (Zoning)	Yes	Commercial Industry
	State-Wide Planning Scheme (SPA)	Yes	
Regional Planning	DLGP Regional Planning Areas	Yes	South East Queensland Regional Plan
Stock Routes	Stockroute	No	
ULDA	Declared Urban Land Development Areas (ULDA)	No	
Vegetation	Essential Habitat	No	
	High Value Regrowth	No	
Water	Drainage 100K	No	
	Drainage 250K	No	
	EPP Water 2009 (SEQ)	No	
	Dams and Lakes 100k	No	
	Springs	No	
	Dams and weirs	No	
	Waterbodies 10M	No	
	Groundwater bores	No	
	Groundwater monitoring network	No	
Water Resource Planning Area	No		
Wetlands	Wetlands - Directory of Important Wetlands	Yes	



SLAM LARIE INTERSECTION REPORT – INTERNAL MAP

Map Printed:

Author:

- QLD Railways
- Drainage 100k
- Cadastre Roads (Major)
- Dual Carriageway
- Principal Road Roads (Minor)
- Secondary Road
- Minor Road
- Track



NON STANDARD MAP

All datasets are updated as they become available to provide the most current information as of the date shown on this map.

Disclaimer:

While every care is taken to ensure the accuracy of this product, the Department of Natural Resources and Mines, makes no representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and liability (including indirect or consequential damage) costs which you might incur as a result of the product being inaccurate or incomplete in any way and for any reason.

Produced by: The Department of Natural Resources and Mines

Horizontal Datum: Geocentric Datum of Australia 1994 (GDA94)

Cadastral data provided with the permission of the Department of Natural Resources and Mines

Property boundaries shown on this map are provided as a locational aid only. DCDB boundaries do not represent legal cadastral boundaries

©The State of Queensland (Department of Natural Resources and Mines)

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

Search Date: 03/09/2015 14:25

Title Reference: 40043954
Date Created: 13/08/2004

Previous Title: 17748095

DESCRIPTION OF LAND

Tenure Reference: TL 0/221125

Lease Type: TERM

LOT 76 CROWN PLAN SL4907 Parish of STRADBROKE
County of STANLEY
Local Government: REDLAND

Area: 0.653100 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
RESIDENTIAL

TERM OF LEASE

Term and day of beginning of lease

Term: 10 years commencing on 20/07/2004

Expiring on 19/07/2014

Extended to 19/07/2016

REGISTERED LESSEE

STRADBROKE RUTILE PTY LTD A.C.N. 009 693 074

CONDITIONS

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

Search Date: 03/09/2015 14:25

Title Reference: 40043954

Date Created: 13/08/2004

CONDITIONS

- A61
- (1) The lessee must use the leased land for residential purposes namely single person's quarters and no other purpose whatsoever.
 - (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 Shire 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 indemnifies and agrees to keep indemnified the State of Queensland, Crown Instrumentalities, local governments and other statutory bodies (the Indemnified) 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 State of Queensland granting this lease to the lessee and which is connected to or resulting from the lessees' use and occupation of the leased land (all referred to as the indemnified acts or omissions) save to the extent that the Claim arises as a result of any negligent act or omission of the State of Queensland. The lessee hereby releases and discharges the Indemnified from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified.
 - (9) 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 Shire Council, binding on the lessee.
 - (10) The lessee must give the Minister administering the Land Act

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Page 2/4

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

Search Date: 03/09/2015 14:25

Title Reference: 40043954

Date Created: 13/08/2004

CONDITIONS

- 1994, information about the lease, when requested.
- (11) The lessee must not clear any vegetation on the leased land, unless in accordance with the Integrated Planning Act 1997.
- (12) 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.
- (13) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.
- A68 (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.
- A69 Further to Condition A61(12) above, the lessee must remove all improvements and rehabilitate the area to the satisfaction of the Minister administering the Land Act 1994 from the date of expiry or forfeiture of the lease.
- A70 If the lessee fails to remove the improvements and rehabilitate the area as detailed in Condition A69 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.
- C342 The lessee must comply with any lawful requirements of Redland Shire Council.
- L109 The lessee must not effect any further structural improvements on the leased land, without the approval of the Minister administering the Land Act 1994 and any other relevant authority, having been first obtained.

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

Search Date: 03/09/2015 14:25

Title Reference: 40043954
Date Created: 13/08/2004

CONDITIONS

L110 The lessee must , to the satisfaction of the Minister administering the Land Act 1994 and Redland Shire Council , maintain all existing improvements on the leased land in a good and substantial state of repair.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 40043954

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status	Location
713923333	DSI/OFFSET	24/06/2011 13:33	CUR	GC-GEN -00

LAND VALUATION ACT 2010

UNREGISTERED DEALINGS - NIL

** End of Current State Tenure Search **

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

Draft Conditions for

Case: 2014/000849

Action: 2

As at: 3 Sep 2015

A130

SPECIFIED CONDITIONS FOR: Lease for a Term of Years

PURPOSE: residential

STATUTORY CONDITIONS:

Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.

1. **Permitted Use:** The lessee must use the land only for the purpose for which the tenure was issued under the *Land Act 1994*.
2. **Duty of Care:** The lessee has the responsibility for a duty of care, for the land under the *Land Act 1994*.
3. **Rent/Instalment:** The lessee must pay the annual rent/instalment in accordance with the *Land Act 1994* and the Land Regulation 2009.

For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.

4. **Noxious plants:** The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost of which will be recovered from the lessee.
5. **Information to Minister:** The lessee must give the Minister administering the *Land Act 1994*, information the Minister asks for about the tenure.
6. **Monies for Improvements:** No money for improvements is payable by the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee to the department under this lease have been paid.

REGULATORY CONDITIONS:

A regulatory condition relates to a lease, in accordance with the Land Regulation.

1. **Indemnity:** The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and

expenses including claims in negligence (including any claims, proceedings or demands bought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with:

- a. the granting of this lease to the lessee;
- b. the lessee's use and occupation of the land; or
- c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee.

The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease.

To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease.

2. **Public Liability:** The lessee must effect a public liability insurance policy with an insurer authorised under the *Insurance Act 1973* (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, 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 land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must:
 - a. be for an amount of not less than Twenty (\$20) million dollars and have no per event sublimit or such higher amounts as the Minister may reasonably require.
 - b. be effected on a "claims occurring" basis; and
 - c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance policy in accordance with the terms of the lease.

The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim.

The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease.

The 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.

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.

3. **Access:** The provision of access, further access or services to the land will not be the responsibility of the State.
4. **Survey Costs:** If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the *Survey and Mapping Infrastructure Act 2003*. This survey plan must be lodged in the land registry within the specified time.
5. **Jurisdiction:** The lessee is subject to the *Land Act 1994* and all other relevant Queensland and Commonwealth legislation.
6. **Compliance with Laws:** The lessee must comply with all lawful requirements of the -
 - a. Local Government; and
 - b. any department within the Queensland or Commonwealth governments (including the department administering the *Land Act 1994*), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land.

SPECIAL CONDITIONS:

These conditions relate to this lease.

Cancellation/Forfeiture

1. The lease may be forfeited/cancelled if not used for the purpose for which it was issued or any subsequent additional purpose, defaults payment of the annual rent or by breach of a condition of the tenure.
2. The lease may be cancelled after giving the lessee reasonable notice in writing, in accordance with the *Land Act 1994*.

Improvements or development on or to the land

1. The lessee must not effect any structural or further structural or excavation improvements on the land, without the approval of the department administering the *Land Act 1994* and any other relevant authority, having been first obtained.
2. The lessee must when called upon to do so, and, to the satisfaction of the relevant authorities, maintain improvements on the land in a good and substantial state of repair.
3. The lessee must remove the improvements and rehabilitate the area to the satisfaction of the Minister / Chief Executive of the *Land Act 1994* , from the date of termination of the tenure.

4. If the lessee fails to remove the improvements and rehabilitate the area as above, the Minister / Chief Executive administering the *Land Act 1994* , can remove the improvements and is hereby authorised to do whatever is necessary to effect the said removal. The department may recover from the lessee the total cost incurred in the said removal.
5. The lessee must ensure that the development and use of the land meets with the Planning Scheme, Local Laws and requirements of the Redland City Council, binding the lessee.

DAF RTI DL Release

SLAM – Internal Document

Submission

Date: 3 September 2015 **Application Type:** Renewal of Term Lease

eLVAS Case Id: 2014/000849 **Title Reference:** 40043954

Applicant & Fee: Stradbroke Rutile Pty Ltd, application fee of \$236.20 paid on Lais 2114621
Lodger: Sibelco Australia Limited (Sibelco)

Description of Land: Lot 76 on Crown Plan SL4907, Parish of Stradbroke, County of Stanley

Local Government: Redland City Council

Tenure: TL 0/221125

Date of expiry of the Lease (where relevant): 19/07/2014

Proposed Action: Renewal of Lease Application under section 160(1) of the Land Act 1994

Background: Special Lease 6/47287 (Title Reference 17552079), was issued on the 1 September 1984 for a term of ten years to Titanium and Zirconium Industries Pty Ltd for Residential (workforce) purposes;

Special Lease 0/200807 (Title Reference 17748095) was issued on the 1 September 1994 for a term of ten years to Consolidated Rutile Limited for Single Person's Quarters

Term Lease 0/221125 being Lot 76 on Crown Plan SL4907 was issued to Stradbroke Rutile Pty Ltd on the 20 July 2004 expiring on the 19 July 2014 for residential purposes, a short term extension of the lease has been approved to allow the renewal process to continue, the new expiry date was the 19 July 2015.

The Lessee provides residential accommodation to workers of Sibelco (sand mining company) on this Term Lease parcel.

The Lessee was invited to make an application for the renewal of the lease on 13 February 2014 and 14 April 2014. Sibelco made application on the 12 May 2014 for the renewal of the term lease, then requested on the 26 June 2014 the application be changed to conversion of the term lease to freehold. An offer was made on the 24 July 2014 for the conversion.

Sibelco requested several extensions of time to enable Sibelco to make a decision on whether they wanted to proceed with the conversion or to reapply for a renewal due to the current government not indicating the certainty of the sand mining activities on North Stradbroke Island.

Sibelco advise on the 20 May 2015 not to accept the offer for the conversion and would now like to continue with the renewal of term lease 0/221125. Senior Land Office from Warwick advised that the application for the renewal can proceed on 2014/000849.

Another short term extension of the lease has been approved to allow the renewal process to continue, the new expiry date of term lease 0/221125 is the 19 July 2016.

Noting database: 14N1410

File check: No outstanding issues were found on tenure file 40043954

eLVAS check: No outstanding issues were found in eLVAS

Checklist: The most appropriate use and tenure for Lot 76 on SL4907 would be for the renewal of the term lease, please see attached MAU Renewal assessment.

Native Title: Native Title has been assessed under Module BA & BB, please see attached native title assessment

Cultural Heritage: A search of the cultural heritage database has revealed no sites located

Contaminated Land: Lot 76 on SL4907 is not included on the environmental management register and contaminated land register

Rent: Rent for TL0/221125 has currently an outstanding balance of \$14,152.76, this amount will be required to be paid prior the the renewal action occurring.

Interested Parties Views: Views have been requested from Redland City Council (RCC), and Department of Agriculture, Fisheries and Forestry (Forestry)

RCC advised via letter dated 16 July 2014 no objection, subject to any native title issues being addressed, RCC confirmed via email dated 20 May 2015 no objection to the renewal of the term lease.

Forestry advised via by email dated 14 July 2014 no objection and forestry have no commercial interest. Forestry advise via email dated 25 June 2015 no objection to the renewal of the term lease.

Inspection and Valuation: Fact Sheet 2005/19 Version 5 – the following matters can be dealt without referral to SVS for renewal of a lease, only if the lease is being issued under the same terms and conditions for the same area as the current Lease.

QVAS report has been attached to case:

QVAS Valuation - \$1,030,769, date of effect 30/06/2015; date of valuation 01/10/2014

Calculating rent under section 37 of the Land Regulations 2009 for a category 12.1 is 6%.

A 12.1 lease is for residential purposes

Survey: Plan SL4907 is suitable for the renewal of Term Lease 0/221125

Access: Access is via Ballow Street, Dunwich

Departmental Policies and Relevant Legislation:

PUX/952/100 Version 9.00 – Making and Managing Offers

PUX/952/094 Version 2.00 – Undertaking a Land Evaluation Report Prior to Lease Renewal, Lease Conversion and State Land Allocation

PUX/952/106 Version 1.03 – Deciding the most appropriate tenure of State land – Guideline for State Land Asset Management

Section 4 of the *Land Act 1994* – Objects of this Act

In the administration of this Act, land to which this Act applies must be managed for the benefit of the people of Queensland by having regard to the following principles: - Sustainability, Evaluation, Development, Community purpose, Protection, Consultation and Administration.

Section 16 of the *Land Act 1994* states:

Before land is allocated under this Act, the chief executive must evaluate the land to assess the most appropriate tenure and use for the land. The evaluation must take account of State, regional and local planning strategies and policies and the object of this Act.

Section 157A of the Land Act 1994 – Chief executive's approval required for renewal

- (1) A term lease may be renewed only if –
- (a) The lessee has made application under section 158; and
 - (b) Under this subdivision, the chief executive has made an offer of a new lease and the offer has been accepted.

A letter of offer and agreement for the renewal of the term lease will be sent to the applicant as a part of the renewal process.

Section 158 of the Land Act 1994 – Application for new lease

- (1) The lessee of a Term Lease may apply for an offer of a new lease (a renewal application) unless a condition of the lease or this Act prohibits its renewal.

The applicant has made application for a renewal of the existing lease

Section 37A of the Land Regulations 2009 – Rent for leases of particular categories

- (1) The rent for a rentable period for the following lease is-
- (c) For a category 12.1 lease – 6% - the rent for a rental period is calculated by multiplying the rental valuation for this particular lease by 6%
- Fact Sheet 2009/06 sets out the principles of the commencement dates for leases, licences and permits to occupy

Assessment

In the making of my submission the provisions of Section 159 of the *Land Act 1994* were taken into consideration:

- (1) The Chief executive must consider the following before deciding whether or not to offer a new lease, the conditions of the offer or the imposed conditions of the new lease –
- (a) The interest of the lease – ***the current lease has been used for residential purposes since 1 September 1984;***
 - (b) Whether part of the lease land should be set apart and declared as State Forest under the *Forestry Act 1959* – ***the area of the term lease is fully developed and Forest Product has provided advice of no objection to the renewal of lease;***
 - (c) Whether the public interest could be adversely affected, other than for an issue mentioned in paragraph (b), if the lease were renewed – ***the current lease has been used for residential purpose since 1 September 1984 and no objections to the leasing of the land has been received from the public, no cultural or environmental issues have been identified, the use the land meets the council's planning scheme, the zoning is commercial industry;***
 - (d) Whether part of the lease land is needed for environmental or nature conservation purposes – ***the current lease has been used for residential purpose and the area of land is fully developed***
 - (e) The condition of the leased land – ***the current lease area has been used for residential purposes and the buildings and landscape appears to be well maintained;***
 - (f) The extent to which the lease land suffers from, or is at risk of land degradation – ***the current lease area has been used for residential purposes and the buildings and landscape appears to be well maintained;***
 - (g) Whether the lessee has complied with, or to what extent the lessee has complied with, the following-
 - (i) the conditions of the lease – ***the lessee uses the land for residential purpose, is in a well maintained state, and complies with the local planning scheme and local laws;***
 - (ii) any land management agreement for the lease – ***no land management agreement is required***
 - (iii) any conservation agreement or conservation covenant applying to all or part of the leased land – ***no conservation agreement or covenant required***
 - (iv) any approved agreement for an indigenous cultural interest for the leased land – ***Lot 76 on SL4907 is not included in the determine ILUA's***
 - (h) Whether part of the lease land has a more appropriate use from a land planning perspective – ***the current lease meets the requirements of the local planning scheme and local laws***

- (i) Whether part of the lease land is on an island or its location, topography, geology, accessibility, heritage importance, aesthetic appeal or like issues make it special – ***the lease is in an urban environment and is fully developed;***
- (j) Whether part of the lease land is needed for a public purpose – ***current assessment of land does not indicate that the land is required for a public purpose;***
- (k) Whether a new lease is the most appropriate form of tenure for the lease land – ***current assessment of the land indicates that the renewal of the lease would be the most appropriate use of the land;***
- (l) The lessee's compliance with this Act - ***the lessee has complied with the conditions of the lease and the rent is fully paid.***
- (m) The natural environmental values of the lease land – ***renewing the existing lease will not increase nor affect the current environmental values of the lease land.***

(2) To remove any doubt, it is declared that, to the extent the lease land is in an urban area, the chief executive need not consider any issue that is not relevant to an urban environment

Offer details:

- Term: 10 years
- Purpose Code: 3024
- Category: 12.1 Residential
- Valuation: \$1,030,769
- Percentage: 6%
- Annual rent: \$63,501 (exclusive of GST)
- Conditions: See attached conditions report

Requirements of offer:

- Complete and return Notification of Acceptance of Offer
- Payment of the account for the issue of a Term Lease
- The proposed lease will be subject to the conditions as set out on the attached 'Conditions Report' for 2014/000849

Recommendation:

In consideration of the application made by Sibelco, may the following now be approved in terms of section 15(2) and section 162(1) of the *Land Act 1994* and relevant Departmental policy:

- Offer Stradbroke Rutile Pty Ltd a term lease for ten (10) years over Lot 76 on SL4907 Parish of Stradbroke, County of Stanley, in terms of section 15(2) and 162(1) of the *Land Act 1994*
- The earliest commencement date will be the day all conditions of offer have been complied with and the latest the predicted signing date.
- The applicant is to bear all costs associated with the issue of the new Term Lease

Submitted by:

.....
 Judi Howard
Land Administration Officer



Property Details Report

New local government areas were created following the declaration of the results of the local government elections held on 15 March 2008. The new local governments are recognised by the valuation business but local government data, including property records, cannot be formally transferred to the new local governments until all effective valuations in the new local government have a common date of valuation. The conversion for data purposes is scheduled to progressively occur from May 2008.

THE INFORMATION CONTAINED IN THIS REPORT INCORPORATES DATA OBTAINED FROM EXTERNAL & INTERNAL SOURCES OF THIS DEPARTMENT. WHILST SOME VERIFICATION OCCURS AT THE TIME OF PROCESSING, THE DEPARTMENT IS UNABLE TO GUARANTEE THE ACCURACY OF SUCH INFORMATION. THEREFORE, ANY PERSON PURCHASING THIS REPORT SHOULD CONDUCT THEIR OWN INVESTIGATION & ANALYSIS OF THE INFORMATION AND DETERMINE ITS SUITABILITY FOR THEIR PURPOSE. INFORMATION DERIVED FROM THIS REPORT IS NOT TO BE USED FOR DIRECT MARKETING PURPOSES.

Property Status: Active

District: LOGAN ALBERT

Office: LOGA:BEENLEIGH

LG/Div: 6250 REDLAND

Property ID: 22003463

WTR: 800/000001

Previous Ref: NA

Property Name:

Property Addr: BALLOW RD, DUNWICH QLD 4183

Owner (VOLA): STRADBROKE RUTILE PTY LTD

Service Addr: PO BOX 74, ROSEWATER EAST SA 5013

Others: N

RPD: L76 SL4907:TL 221125:PAR STRADBROKE

Area/Vol: 6531 M2

Indicative Planning: 400 COMMERCIAL INDUSTRY

Primary Land Use: 3 MULTI UNIT DWELLING (FLATS)

Secondary Land Use: 0 NONE

Property Type: RENTAL

Property Tenure: LEASEHOLD

Property Valuation Method: NON-RURAL

VALUATION INFORMATION

RENTAL SV D/Effect: 30/06/2015 D/Valn: 01/10/2014 Value: \$1,030,769 S/C: 21 D/Issue: 04/03/2015
Unadjusted Value: \$1,800,000 Offset Amount: \$769,231 Site Improvement Dedn Total: \$0

GENERAL PROPERTY INFORMATION

Sale Date: Sale Price: \$0 Sale Type: NONE

Subleased: N

ASSOCIATED ISSUING PROPERTY: 177501



Queensland
Government

Department of
Natural Resources and Mines

Author: Judi Howard
File / Ref number 2014/000849
State Land Asset Management
Phone (07)3884 8047

3 September 2015

Sibelco Australia Limited
C/- Tenement Services
PO Box 74
ROSEWATER EAST SA 5013

Attention:

Dear

**Application for Renewal of Term Lease 0/221125 being Lot 76 on SL4907
Ballow Road, Dunwich, North Stradbroke Island
Stradbroke Rutile Pty Ltd A.C.N 009 693 074**

Reference is made to the above application received 26 June 2014 for the Renewal of Term Lease 0/221125 being Lot 76 on Crown Plan SL4907.

It is advised that approval will be sought for the issue of a term lease over Lot 76 on Crown Plan SL4907, subject to the terms and conditions as set out in the attached **Agreement to Offer a Term Lease** and compliance with the requirements of offer to Stradbroke Rutile Pty Ltd.

The attached agreement duly signed, together with payment of all required monies, being the amount of \$10,065.50 must be returned to the Department by close of business on 3 September 2015, otherwise this offer lapses (please return the whole agreement). Business days include those days that the Department office is normally open and excludes weekends and public holidays

All other conditions of this offer, including payment of the balance amount on the offer account, (i.e. less any of the required money paid) being the amount of \$53,501.00 must be satisfied by close of business on 3 December 2015.

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.

Postal :
DNRM Beenleigh
PO Box 1164
Beenleigh QLD 4207

Telephone : (07)3884 8047
Fax: (07)3884 8079

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.

Note - Section 442 of the Land Act states that if an offer is not accepted in writing within the stated time, the offer lapses. An application to extend the stated time may be made at any time before the time passes.

Once the stated time has passed, an application may only be made within **42 days** after the time has passed. Where an application is made after the stated time has passed but within the following 42 day period, the time can only be extended where exceptional circumstances exist.

No applications for extension of time made after the 42 day period referred to in section 442 will be considered.

If you wish to discuss this matter please contact Judi Howard on (07)3884 8047 or email judi.howard@dnrm.qld.gov.au .

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@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 2014/000849 in any future correspondence.

Yours sincerely

Judi Howard
Land Administration Officer
Beenleigh

Agreement to Offer a Term Lease - Requirements and notification of acceptance of offer

DNRM reference number: 2014/000849

OVERVIEW

Subject to compliance with the Offer Requirements as set out in this document, approval will be sought for the issue of a Term Lease, over Lot 76 on Crown Plan SL4907, on the terms and conditions stated in the attached Conditions Report.

Your completion and return of this form together with payment of the attached account constitutes written agreement to the offer and the subsequent issue of the Term Lease on the stated terms and conditions.

Note - the Ministers approval for the issue of a Term Lease will be sought only if you decide to accept and comply with all conditions of the offer.

OFFER REQUIREMENTS

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

The following must be returned to the department by close of business on 1 October 2015, otherwise this offer will lapse –

1. Completion and return of this **Agreement to Offer a Term Lease**. This agreement document must be completed by all current registered tenure holders
2. Payment of the amount of \$63,566.50. A copy of the account should be returned to the department along with your payment

Where the purchase price is more than \$10,000.00 – payment of \$10,000.00 deposit + Deed Fee (\$65.50) = \$10,065.50 to be paid by 1 October 2015. Balance (\$53,501.00) can be paid by 1 December 2015.

3. Payment of rent owing on Term Lease 0/221125, rent has to be paid in advance and up to the date of accepting the offer, currently rent is in arrears to the value of \$14,152.76, if this has been paid please disregard, see attached rental certificate.

All other conditions of this offer must be satisfied by close of business on 1 December 2015 otherwise this offer lapses –

1. Payment of \$53,501.00 as detailed, less any of the **required money**. A copy of the account should be returned to the department along with your payment.
2. Return of the completed surrender form
3. A copy of the public liability insurance policy of not less than twenty million dollars naming Stradbroke Rutile Pty Ltd as the insured, it also should make mention to the land being Lot 76 on Crown Plan SL4907. Noting the leased land on the public liability insurance is a requirement of the regulatory conditions of the lease.

Great state. Great opportunity.



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 Term Lease will be for Residential purposes and will be issued subject to the terms and conditions as stated in the attached **Conditions Report** which will be binding on the lessee for the duration of the lease.

PARTICULARS OF LAND

Tenure Type - Term Lease

Description - Lot 76 on Crown Plan SL4907

Parish- Stradbroke **County**- Stanley

Term - 10 years

Area (ha) - 0.653100 ha (surveyed)

TENANCY DETAILS

The holders of the Term Lease are to be recorded as:-

NAME

Stradbroke Rutile Pty Ltd

COMPANY ACN No. (where applicable)

A.C.N. 009 693 074

Note – If the proposed Term Lease is the renewal of an existing lease then the name of the holders and the tenancy must be the same as recorded on the existing lease within the Land Registry.

- Sole Tenant Joint Tenants Tenants in Common

If to be held on Trust, insert name of Trust and provide a copy of the Trust document, if not already held by the Department.

Name of Trust:

If to be held as Tenants in Common, complete the following -

INTEREST

NAME

INTEREST	NAME

For example - ½ share For example – John Robert Smith
If insufficient space, please attach separate page.

POSTAL ADDRESS of person or Company to whom correspondence is to be addressed

Town/City: **State:** **Postcode:**

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 first rental determined for this term lease will be based on –

- Rental category - Category 12.1 – Residential
- Percentage 6%
- Rental valuation - \$1,030,769.00
- Annual rent – \$63,501.00

The rent for the Term Lease will be rounded to the nearest whole dollar value. The prescribed minimum rent for tenures of this type in rental category 12.1 is \$235. If the calculated rent is less than the prescribed minimum rent, the minimum rent is payable.

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

RENT CATEGORY

The Term Lease will be designated Category 12.1 under the current Land Regulation. This category is defined as residential.

Upon issue of the Term Lease you will be advised accordingly and you will subsequently be entitled, pursuant to section 27 of the Land Regulation 2009 and section 422 of the *Land Act 1994*, to appeal against the category of the Term Lease.

The appeal must be lodged within forty-two (42) days from the date of advice of the issue of the Term Lease. An appeal must be made on the department's application form. A copy of **Form LA14 - Application for an Internal Review of an Original Decision** is available from any of the department's Service Centres upon request, or from the department's website at <http://www.dnrm.qld.gov.au/>.

GOODS AND SERVICES TAX (GST)

Goods and Services Tax (GST) is payable on all land transactions in accordance with *A New Tax System (Goods and Services Tax) Act 1999* unless it is an input taxed supply under Division 40 or specifically exempted from GST under Division 38 of that Act.

Where GST is payable, the annual rental payable by the lessee to the department shall be increased by the amount equal to that which the department is obliged to remit to the Deputy Commissioner of Taxation as GST on the supply.

TAX INVOICE

A tax invoice for obtaining the Term Lease will be issued to the lessee within 28 days of the date of issue of the Term Lease.

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

It should be noted that whilst the proposed Term Lease will issue for [Insert Purpose] 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 1300 255 750 or email Titlesinfo@qld.gov.au.

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 the Department of Aboriginal and Torres Strait Islander Partnerships has no records relating to it.

Please refer to the website - <https://www.datsima.qld.gov.au/people-communities/aboriginal-and-torres-strait-islander-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 issue of the Term Lease on terms and conditions stated in this document and the attached Conditions Report and note that this acceptance shall not be effective until I/We have complied with the Offer Requirements.

DECLARATION BY AN INDIVIDUAL

Name and Signature of all applicants	In the presence of: Full Name and Signature of Witness

NOTE - This document must be signed by all persons who are nominated as the holder/s of the proposed Term Lease. If insufficient space please add additional information as an attachment.

A.B.N No.

Dated day of Year

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, Delegation 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

03/09/2015 14:10:48

Report as at Effective Date of 17/09/2015
Report as at Posting Date of 03/09/2015 23:59:59

Report For REGION: SOUTH EAST
DISTRICT OFFICE: BEENLEIGH
LEASE NUMBER: TL 0/221125
TITLE REF: 40043954
LESSEE: STRADBROKE RUTILE PTY LTD

ACCOUNT SUMMARY	Account	Fund Code	Rental Position as at 17/09/2015	Payout as at 17/09/2015
	MAIN	72	\$14,152.76	N/A
	Outstanding Total		\$14,152.76	N/A

Account: MAIN

CALL TYPE: NORMAL
ACCOUNT STATE: ACTIVE
EXPIRY DATE: 19/07/2016
ACTIVE CONCESSION:
ACTIVE EXCLUSION:
RENTAL CATEGORY: 12.1 - RESIDENTIAL

MULTIPLE ANNUAL
PAYMENT IMPACT: N
INVOICE TERM: QUARTER
NEXT DUE DATE: 01/12/2015

RENTAL POSITION

Current Billing Period: 01/07/2015 to 30/09/2015
Last Invoiced Period: 01/07/2015 to 30/09/2015
Fund Code: 72
Control Level: 150
Freehold/Leasehold: LEASEHOLD

CURRENT ANNUAL RATE: \$56,076.00 AS AT 17/09/2015
(Exclusive of GST) FROM 17/09/2015
AMOUNT PENDING: \$0.00 (Amount due in the near future)
(Inclusive of GST) FROM 17/09/2015
ACCOUNT BALANCE: \$14,095.61 (Negative balance means A/C in credit)
(Inclusive of GST)
PENALTY CHARGED: \$0.00
PENALTY TO 17/09/2015 \$57.15 (Penalty is charged for late payments)

TOTAL AS AT 17/09/2015 \$14,152.76

I REFER TO YOUR REQUEST OF THE ____/____/____ REF: _____
CONFIRMING THAT YOU ARE THE REGISTERED LESSEE OR HAVE AUTHORISATION FROM THE LESSEE TO OBTAIN
THIS INFORMATION.

THE ABOVE INFORMATION IS CORRECT ONLY FOR THE DATE OF ISSUE AND MAY BE SUBJECT TO A BACKDATED CHANGE
DUE TO INFORMATION NOT PRESENTLY AVAILABLE TO THE LANDS TENURE LEDGER.

FOR DISTRICT MANAGER
Department of Natural Resources and Mines

____/____/____

***** END OF REPORT *****

SURRENDER OF LEASE / LICENCE / PERMIT

(In accordance with Sections 105, 180, 327 and 481 of the *Land Act 1994*)

THIS APPLICATION IS TO BE LODGED WITH THE NEAREST OFFICE OF THE DEPARTMENT OF NATURAL RESOURCES AND MINES

1. Property Description

Title Reference	Lot/Plan	Parish	Local Government
40043954	Lot 76 on Crown Plan SL4907	Stradbroke	Redland City Council

2. Surrender of Part or Whole of the Lease or Whole of the Licence / Permit Area

*Part or *Whole (*X" which ever is applicable)

If 'Part', specify area (in hectares) being surrendered :

3. Lessee / Licensee / Permittee

Stradbroke Rutile Pty Ltd

4. Conditions of Surrender (If applicable)

5. Execution

We being the lessee in item 3, do hereby surrender and transfer to The State of Queensland, all of our right, title and interest in and to the said lease as described in items 1 and 2, subject to any conditions detailed in item 4.

Witness	Execution Date	Lessee / Licensee / Permittee Signature
.....signature/...../.....
.....full name		
.....qualification		
(eg Legal Practitioner, JP, C.Dec)		

Witness	Execution Date	Lessee / Licensee / Permittee Signature
.....signature/...../.....
.....full name		
.....qualification		
(eg Legal Practitioner, JP, C.Dec)		

Postal :
DNRM Beenleigh
PO Box 1164
Beenleigh Qld 4207

Telephone : (07)3884 8047
Fax: (07)3884 8079



Notes and Guide to Completion

This form is to be used when either the whole or part of a lease or road licence, or the whole of a permit to occupy or occupation licence issued under the *Land Act 1994* is to be surrendered to The State of Queensland. The surrender may be subject to conditions.

If the lease being surrendered is subject to any mortgage, sublease or sub-sublease, the written consent to the surrender must be obtained from the registered mortgagee, sublessee and/or sub-sublessee on a Land Registry Form 18 (General Consent) and lodged together with the surrender. *NOTE: This does not apply if the document is subject to a surrender or disclaimer under a law about bankruptcy.*

The following explains what should be included in each of the items on the form:

Item 1

The following is an example of how this item should be completed:

Title Reference	Lot/Plan	Parish	Local Government
16243027	Lot 6 on SP137064	Tingalpa	Brisbane City Council

NOTE: If only part of the lease area is being surrendered, only the description of the area being surrendered should be entered in this item.

Item 2

'X' whichever is applicable eg: *Part or *Whole

NOTE: A Permit to Occupy must not be partially surrendered.

Item 3

Insert the full names of the Lessee / Licensee / Permittee

Item 4

If the lease / licence / permit is being surrendered subject to conditions, the relevant condition/s are to be inserted in this item. *Example conditions are as follows:*

- *For the purposes of being granted a new *..... Lease (*Insert Tenure Type eg: Term); or*
- *All that part described as road to be opened on Plan *.....(* Insert Plan Number eg: SP123456).*

NOTE: This list of example conditions is not exhaustive and may be added to as any need arises.

Item 5

The Lessee / Licensee / Permittee is to complete and execute this item where indicated in the presence of a Witness, being a Legal Practitioner, Justice of the Peace or Commissioner for Declarations.

Property Details Report

New local government areas were created following the declaration of the results of the local government elections held on 15 March 2008. The new local governments are recognised by the valuation business but local government data, including property records, cannot be formally transferred to the new local governments until all effective valuations in the new local government have a common date of valuation. The conversion for data purposes is scheduled to progressively occur from May 2008.

THE INFORMATION CONTAINED IN THIS REPORT INCORPORATES DATA OBTAINED FROM EXTERNAL & INTERNAL SOURCES OF THIS DEPARTMENT. WHILST SOME VERIFICATION OCCURS AT THE TIME OF PROCESSING, THE DEPARTMENT IS UNABLE TO GUARANTEE THE ACCURACY OF SUCH INFORMATION. THEREFORE, ANY PERSON PURCHASING THIS REPORT SHOULD CONDUCT THEIR OWN INVESTIGATION & ANALYSIS OF THE INFORMATION AND DETERMINE ITS SUITABILITY FOR THEIR PURPOSE. INFORMATION DERIVED FROM THIS REPORT IS NOT TO BE USED FOR DIRECT MARKETING PURPOSES.

Property Status: Active

District: LOGAN ALBERT

Office: LOGA:BEENLEIGH

LG/Div: 6250 REDLAND

Property ID: 22003463

WTR: 800/000001

Previous Ref: NA

Property Name:
Property Addr: BALLOW RD, DUNWICH QLD 4183

Owner (VOLA): STRADBROKE RUTILE PTY LTD

Service Addr: PO BOX 74, ROSEWATER EAST SA 5013

Others: N

RPD: L76 SL4907:TL 221125:PAR STRADBROKE

Area/Vol: 6531 M2

Indicative Planning: 400 COMMERCIAL INDUSTRY

Primary Land Use: 3 MULTI UNIT DWELLING (FLATS)

Property Type: RENTAL

Property Tenure: LEASEHOLD

Secondary Land Use: 0 NONE

Property Valuation Method: NON-RURAL

VALUATION INFORMATION
RENTAL SV D/Effect: 30/06/2015 **D/Valn:** 01/10/2014 **Value:** \$1,030,769
Unadjusted Value: \$1,800,000 **Offset Amount:** \$769,231

S/C: 21 **D/Issue:** 04/03/2015
Site Improvement Dedn Total: \$0

GENERAL PROPERTY INFORMATION
Sale Date: **Sale Price:** \$0

Sale Type: NONE

Subleased: N

ASSOCIATED ISSUING PROPERTY: 177501

Number of Records Printed: 1

End of Report

SLAM LARIE - Intersection Report

LAYER INTERSECTION SUMMARY

LotPlans found

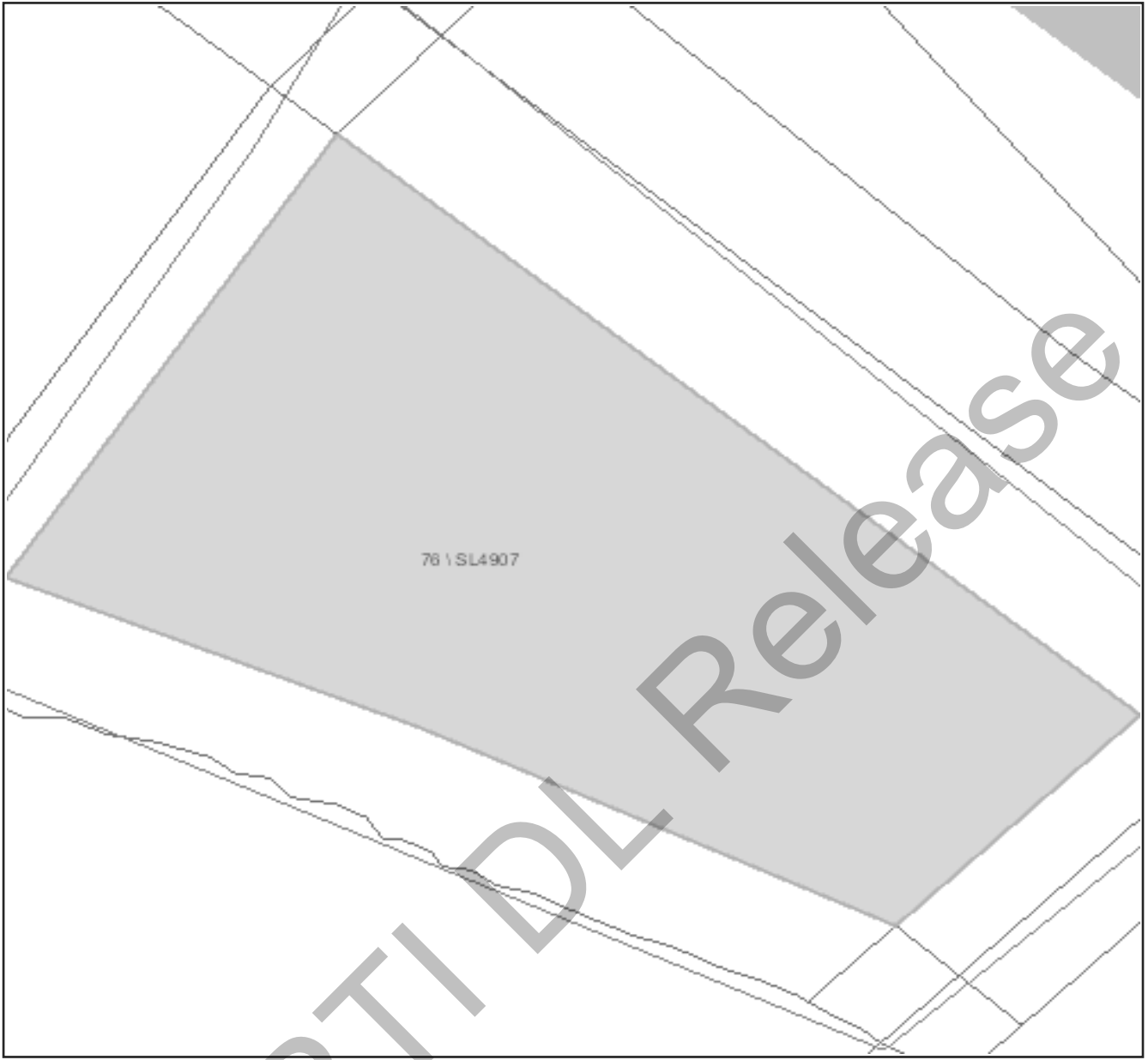
76SL4907

LotPlans not found

Group	Layer Name	Intersected?	Details
Built Environment	Roads (All)	No	
	QLD Railways	No	
Environmental Areas	World Heritage Areas	No	
	Nature Refuge Areas	No	
	QLD Protected Area Estate Type	No	
Fish Habitat Areas	Fish Habitat Areas	No	
Forest Products	Forest entitlement area	No	
	Forest Management Areas	Yes	SOUTH EAST
	Forest Products MUIDs	No	
	Forest Products SUIDs	No	
	Plantation Licence Area	No	
Heritage Register	Heritage Places	No	
Koala	SPP Koala Habitat Value	Yes	
	SPRP Koala Habitat Value	No	
Mining	Qld coal seam gas wells	No	
	Exploration permits for coal	No	
	Exploration permits for minerals	No	
	Exploration permits for petroleum	No	
	Qld Mining leases	No	
	Qld petroleum leases	No	
	Qld petroleum wells	No	
National trail	National trail	No	
Planning Scheme Zoning	State-Wide Planning Scheme (Zoning)	Yes	Commercial Industry
	State-Wide Planning Scheme (SPA)	Yes	

Regional Planning	DLGP Regional Planning Areas	Yes	South East Queensland Regional Plan
Stock Routes	Stockroute	No	
ULDA	Declared Urban Land Development Areas (ULDA)	No	
Vegetation	High Value Regrowth	No	
	Essential Habitat	No	
Water	Drainage 250K	No	
	Drainage 100K	No	
	Dams and Lakes 100k	No	
	Springs	No	
	EPP Water 2009 (SEQ)	No	
	Waterbodies 10M	No	
	Groundwater bores	No	
	Water Resource Planning Area	No	
	Groundwater monitoring network	No	
	Dams and weirs	No	
Wetlands	Wetlands - Directory of Important Wetlands	Yes	

DAFER TIDL Release



SLAM LARIE INTERSECTION REPORT – INTERNAL MAP

Map Printed:

Author:

- QLD Railways
- Drainage 100k
- Cadastre Roads (Major)
- Dual Carriageway
- Principal Road Roads (Minor)
- Secondary Road
- Minor Road
- Track



NON STANDARD MAP

All datasets are updated as they become available to provide the most current information as of the date shown on this map.

Disclaimer:

While every care is taken to ensure the accuracy of this product, the Department of Natural Resources and Mines, makes no representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and liability (including indirect or consequential damage) costs which you might incur as a result of the product being inaccurate or incomplete in any way and for any reason.

Produced by: The Department of Natural Resources and Mines

Horizontal Datum: Geocentric Datum of Australia 1994 (GDA94)

Cadastral data provided with the permission of the Department of Natural Resources and Mines

Property boundaries shown on this map are provided as a locational aid only. DCDB boundaries do not represent legal cadastral boundaries

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

Search Date: 14/07/2015 08:26

Title Reference: 40043954
Date Created: 13/08/2004

Previous Title: 17748095

DESCRIPTION OF LAND

Tenure Reference: TL 0/221125

Lease Type: TERM

LOT 76 CROWN PLAN SL4907 Parish of STRADBROKE
County of STANLEY
Local Government: REDLAND

Area: 0.653100 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
RESIDENTIAL

TERM OF LEASE

Term and day of beginning of lease

Term: 10 years commencing on 20/07/2004

Expiring on 19/07/2014

Extended to 19/07/2016

REGISTERED LESSEE

STRADBROKE RUTILE PTY LTD A.C.N. 009 693 074

CONDITIONS

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

Search Date: 14/07/2015 08:26

Title Reference: 40043954

Date Created: 13/08/2004

CONDITIONS

- A61
- (1) The lessee must use the leased land for residential purposes namely single person's quarters and no other purpose whatsoever.
 - (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 Shire 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 indemnifies and agrees to keep indemnified the State of Queensland, Crown Instrumentalities, local governments and other statutory bodies (the Indemnified) 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 State of Queensland granting this lease to the lessee and which is connected to or resulting from the lessees' use and occupation of the leased land (all referred to as the indemnified acts or omissions) save to the extent that the Claim arises as a result of any negligent act or omission of the State of Queensland. The lessee hereby releases and discharges the Indemnified from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified.
 - (9) 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 Shire Council, binding on the lessee.
 - (10) The lessee must give the Minister administering the Land Act

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Page 2/4

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

Search Date: 14/07/2015 08:26

Title Reference: 40043954

Date Created: 13/08/2004

CONDITIONS

- 1994, information about the lease, when requested.
- (11) The lessee must not clear any vegetation on the leased land, unless in accordance with the Integrated Planning Act 1997.
- (12) 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.
- (13) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.
- A68 (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.
- A69 Further to Condition A61(12) above, the lessee must remove all improvements and rehabilitate the area to the satisfaction of the Minister administering the Land Act 1994 from the date of expiry or forfeiture of the lease.
- A70 If the lessee fails to remove the improvements and rehabilitate the area as detailed in Condition A69 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.
- C342 The lessee must comply with any lawful requirements of Redland Shire Council.
- L109 The lessee must not effect any further structural improvements on the leased land, without the approval of the Minister administering the Land Act 1994 and any other relevant authority, having been first obtained.

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

Search Date: 14/07/2015 08:26

Title Reference: 40043954
Date Created: 13/08/2004

CONDITIONS

L110 The lessee must , to the satisfaction of the Minister administering the Land Act 1994 and Redland Shire Council , maintain all existing improvements on the leased land in a good and substantial state of repair.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 40043954

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status	Location
713923333	DSI/OFFSET LAND VALUATION ACT 2010	24/06/2011 13:33	CUR	GC-GEN -00

UNREGISTERED DEALINGS - NIL

** End of Current State Tenure Search **

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

REGISTRATION CONFIRMATION STATEMENT

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Title Reference : 40043954

This is the current status of the title as at 10:55 on 13/07/2015

DESCRIPTION OF LAND

Tenure Reference: TL 0/221125

Lease Type: TERM

LOT 76 CROWN PLAN SL4907
County of STANLEY
Local Government: REDLAND

Parish of STRADBROKE

Area: 0.653100 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
RESIDENTIAL

TERM OF LEASE

Term and day of beginning of lease

Term: 10 years commencing on 20/07/2004

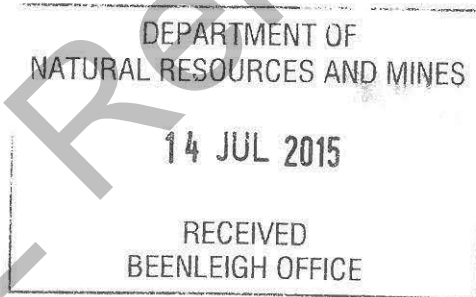
Expiring on 19/07/2014

Extended to 19/07/2016

REGISTERED LESSEE

STRADBROKE RUTILE PTY LTD A.C.N. 009 693 074

CONDITIONS



REGISTRATION CONFIRMATION STATEMENT

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Title Reference : 40043954

CONDITIONS (Continued)

- (10) The lessee must give the Minister administering the Land Act 1994, information about the lease, when requested.
- (11) The lessee must not clear any vegetation on the leased land, unless in accordance with the Integrated Planning Act 1997.
- (12) 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.
- (13) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.
- A68 (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.
- A69 Further to Condition A61(12) above, the lessee must remove all improvements and rehabilitate the area to the satisfaction of the Minister administering the Land Act 1994 from the date of expiry or forfeiture of the lease.
- A70 If the lessee fails to remove the improvements and rehabilitate the area as detailed in Condition A69 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.
- C342 The lessee must comply with any lawful requirements of Redland Shire Council.
- L109 The lessee must not effect any further structural improvements on the leased land, without the approval of the Minister administering the Land Act 1994 and any other relevant authority, having been first obtained.

REGISTRATION CONFIRMATION STATEMENT

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Title Reference : 40043954

CONDITIONS (Continued)

L110 The lessee must , to the satisfaction of the Minister administering the Land Act 1994 and Redland Shire Council , maintain all existing improvements on the leased land in a good and substantial state of repair.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Lease No. 40043954

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
713923333	DSI/OFFSET	24/06/2011 13:33	CURRENT

LAND VALUATION ACT 2010

UNREGISTERED DEALINGS - NIL

DEALINGS REGISTERED

716622390 STATE TN DTL

** End of Confirmation Statement **

EV Dann

Registrar of Titles and Registrar of Water Allocations

Lodgement No: 3654629
Office: BRISBANE
BELINDA TIMMINS

Reference Details

Reference No. 2014/000849
Action Type: Short term extension
Action Status: Proposed

Title Ref: 40043954
Tenure Type: Lease for a Term of Years

Service Centre: Beenleigh
Region: South East

Interested Parties

Name: Redland City Council / Redland
Address: PO Box 21, Cleveland, QLD, 4163
Ref:

Name: Department of Agriculture, Fische / Forest Products South East FMA
Address: 27 OConnell Street, Gympie, QLD, 4570
Ref:

Description of Land

Total Area (ha): 0.6531 Surveyed

Exclusions/Restrictions/Reservations: No

Lot/Plan Details

Lot/Plan	Area
76/SL4907	0.6531 ha
Parish	County
Stradbroke	Stanley
Local Authority	
Redland City Council	

No Forestry Entitlement

No Future Conservation Areas

No Tenant Correspondents

No Acts and Sections

No Document Recipient

No Encumbrances

No Parent Titles

No Attached Tenures

No Reserves

Land Value Information

Subdivision Parcel:

Purpose:

Category:

Sub Category:

Rental Type:

Fixed Rent Expires:

Rate:

:

Sale Price:

Improvements Value:

Deposit:

Timber Value:

Timber Installment:

No Deeds To Be Issued

Optional Conditions

Nil

Optional Reservations

Nil

Reference Details

Reference No. 2014/000849
Action Type: Lease Renewal
Action Status: Proposed

Title Ref:
Previous Title Ref: 40043954
Tenure Type: Lease for a Term of Years

Service Centre: Beenleigh
Region: South East

Interested Parties

Name: Redland City Council / Redland
Address: PO Box 21, Cleveland, QLD, 4163
Ref:

Name: Department of Agriculture, Fische / Forest Products South East FMA
Address: 27 OConnell Street, Gympie, QLD, 4570
Ref:

Description of Land

Total Area (ha): 0.6531 Surveyed
Exclusions/Restrictions/Reservations: No

Lot/Plan Details

Lot/Plan	Area
76/SL4907	0.6531 ha
Parish	County
Stradbroke	Stanley
Local Authority	
Redland City Council	

No Forestry Entitlement

No Future Conservation Areas

No Tenancy Details

No Tenant Correspondents

No Acts and Sections

Term Of Lease

Commenced:

Expiry Date:

Term:

No Document Recipient

No Encumbrances

Conditions Details

A130 (V1) Category 12 - Residential

SPECIFIED CONDITIONS FOR: Lease for a Term of Years

PURPOSE: residential

STATUTORY CONDITIONS:

Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.

1. **Permitted Use:** The lessee must use the land only for the purpose for which the tenure was issued under the *Land Act 1994*.
2. **Duty of Care:** The lessee has the responsibility for a duty of care, for the land under the *Land Act 1994*.
3. **Rent/Instalment:** The lessee must pay the annual rent/instalment in accordance with the *Land Act 1994* and the Land Regulation 2009.
For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.
4. **Noxious plants:** The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost of which will be recovered from the lessee.
5. **Information to Minister:** The lessee must give the Minister administering the *Land Act 1994*, information the Minister asks for about the tenure.
6. **Monies for Improvements:** No money for improvements is payable by the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee

to the department under this lease have been paid.

REGULATORY CONDITIONS:

A regulatory condition relates to a lease, in accordance with the Land Regulation.

1. **Indemnity:** The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands brought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with:
 - a. the granting of this lease to the lessee;
 - b. the lessee's use and occupation of the land; or
 - c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee.

The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease.

To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease.

2. **Public Liability:** The lessee must effect a public liability insurance policy with an insurer authorised under the *Insurance Act 1973* (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, 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 land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must:
 - a. be for an amount of not less than \$20 million and have no per event sublimit or such higher amounts as the Minister may reasonably require.
 - b. be effected on a "claims occurring" basis; and
 - c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance policy in accordance with the terms of the lease.

The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim.

The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease.

The 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.

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.

3. **Access:** The provision of access, further access or services to the land will not be the responsibility of the State.

4. **Survey Costs:** If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the *Survey and Mapping Infrastructure Act 2003*. This survey plan must be lodged in the land registry within the specified time.
5. **Jurisdiction:** The lessee is subject to the *Land Act 1994* and all other relevant Queensland and Commonwealth legislation.
6. **Compliance with Laws:** The lessee must comply with all lawful requirements of the -
 - a. Local Government; and
 - b. any department within the Queensland or Commonwealth governments (including the department administering the *Land Act 1994*), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land.

SPECIAL CONDITIONS:

These conditions relate to this lease.

Cancellation/Forfeiture

1. The lease may be forfeited/cancelled if not used for the purpose for which it was issued or any subsequent additional purpose, defaults payment of the annual rent or by breach of a condition of the tenure.
2. The lease may be cancelled after giving the lessee reasonable notice in writing, in accordance with the *Land Act 1994*.

Improvements or development on or to the land

1. The lessee must not effect any further structural improvements on the land.
2. The lessee must not effect any structural or further structural or excavation improvements on the land, without the approval of the department administering the *Land Act 1994* and any other relevant authority, having been first obtained.
3. The lessee must, to the satisfaction of the relevant authorities, maintain improvements on the land in a good and substantial state of repair.
4. The lessee must remove the improvements and rehabilitate the area to the satisfaction of the Minister / Chief Executive of the *Land Act 1994*, from the date of termination of the tenure.
5. If the lessee fails to remove the improvements and rehabilitate the area as above, the Minister / Chief Executive administering the *Land Act 1994*, can remove the improvements and is hereby authorised to do whatever is necessary to effect the said removal. The department may recover from the lessee the total cost incurred in the said removal.
6. The lessee must ensure that the development and use of the land meets with the Planning Scheme, Local Laws and requirements of the Redland City Council, binding the lessee.

No Parent Titles

No Attached Tenures

No Reserves

Land Value Information

Purpose:
Category:
Sub Category:
Rental Type:
Fixed Rent Expires:
Rate:
Annual Rent:
Unimproved Capital Value: \$
Sale Price: \$
Improvements Value: \$
Deposit: \$

Timber Value: \$
Timber Installment: \$

No Deeds To Be Issued

Optional Conditions

Nil

Optional Reservations

Nil

SLAM LARIE - Intersection Report

LAYER INTERSECTION SUMMARY

LotPlans found

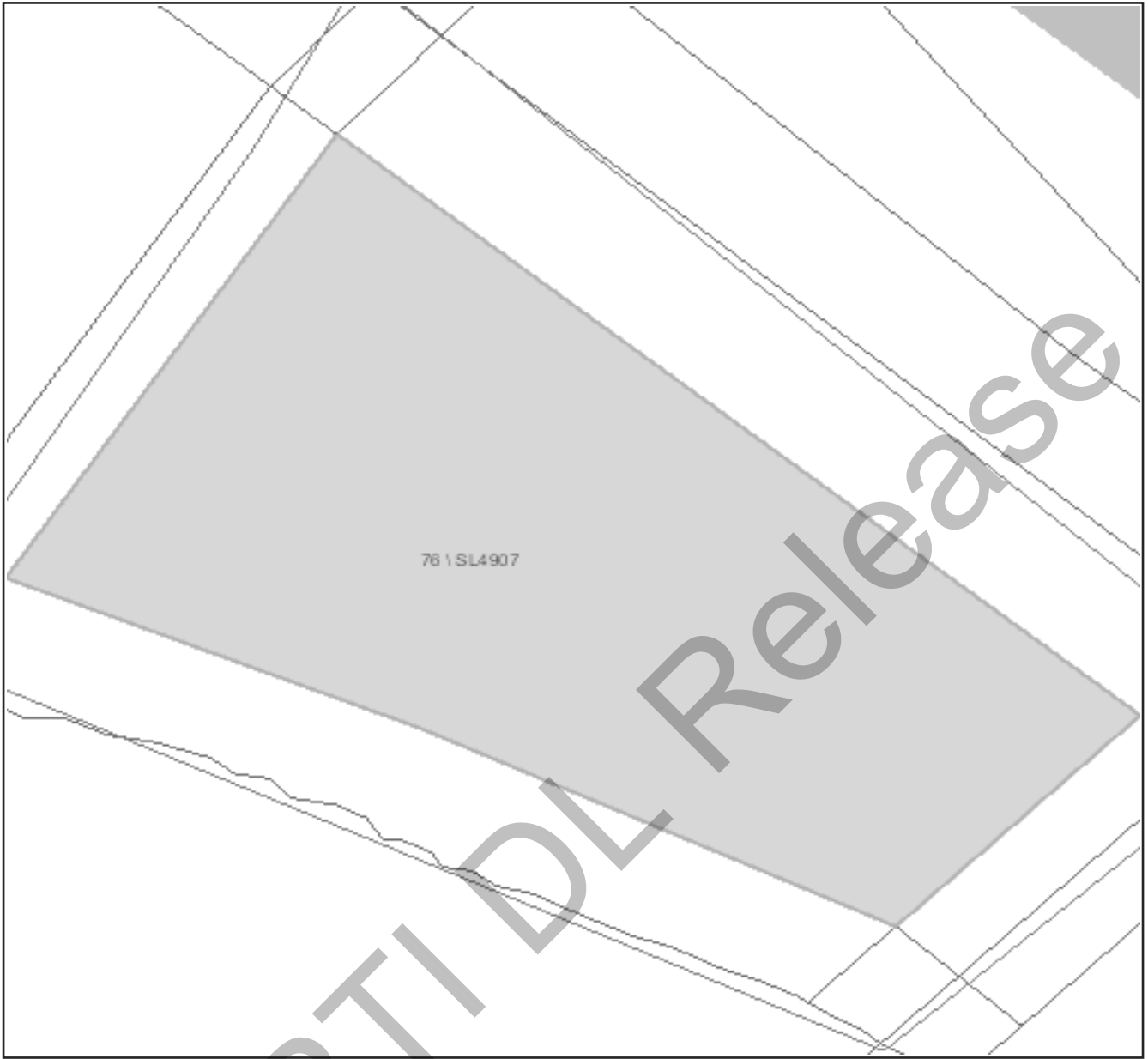
76SL4907

LotPlans not found

Group	Layer Name	Intersected?	Details
Built Environment	Roads (All)	No	
	QLD Railways	No	
Environmental Areas	World Heritage Areas	No	
	Nature Refuge Areas	No	
	QLD Protected Area Estate Type	No	
Fish Habitat Areas	Fish Habitat Areas	No	
Forest Products	Forest entitlement area	No	
	Forest Management Areas	Yes	SOUTH EAST
	Forest Products MUIDs	No	
	Forest Products SUIDs	No	
	Plantation Licence Area	No	
Heritage Register	Heritage Places	No	
Koala	SPP Koala Habitat Value	Yes	
	SPRP Koala Habitat Value	No	
Mining	Qld coal seam gas wells	No	
	Exploration permits for coal	No	
	Exploration permits for petroleum	No	
	Exploration permits for minerals	No	
	Qld Mining leases	No	
	Qld petroleum leases	No	
	Qld petroleum wells	No	
National trail	National trail	No	
Planning Scheme Zoning	State-Wide Planning Scheme (SPA)	Yes	
	State-Wide Planning Scheme (Zoning)	Yes	Commercial Industry

Regional Planning	DLGP Regional Planning Areas	Yes	South East Queensland Regional Plan
Stock Routes	Stockroute	No	
ULDA	Declared Urban Land Development Areas (ULDA)	No	
Vegetation	High Value Regrowth	No	
	Essential Habitat	No	
Water	Drainage 100K	No	
	Drainage 250K	No	
	EPP Water 2009 (SEQ)	No	
	Springs	No	
	Dams and Lakes 100k	No	
	Waterbodies 10M	No	
	Groundwater bores	No	
	Groundwater monitoring network	No	
	Water Resource Planning Area	No	
	Dams and weirs	No	
Wetlands	Wetlands - Directory of Important Wetlands	Yes	

DAFER TIDL Release



SLAM LARIE INTERSECTION REPORT – INTERNAL MAP

Map Printed:

Author:

- QLD Railways
- Drainage 100k
- Cadastre Roads (Major)
- Dual Carriageway
- Principal Road Roads (Minor)
- Secondary Road
- Minor Road
- Track



NON STANDARD MAP

All datasets are updated as they become available to provide the most current information as of the date shown on this map.

Disclaimer:

While every care is taken to ensure the accuracy of this product, the Department of Natural Resources and Mines, makes no representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and liability (including indirect or consequential damage) costs which you might incur as a result of the product being inaccurate or incomplete in any way and for any reason.

Produced by: The Department of Natural Resources and Mines

Horizontal Datum: Geocentric Datum of Australia 1994 (GDA94)

Cadastral data provided with the permission of the Department of Natural Resources and Mines

Property boundaries shown on this map are provided as a locational aid only. DCDB boundaries do not represent legal cadastral boundaries

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

Search Date: 08/07/2015 08:52

Title Reference: 40043954
Date Created: 13/08/2004

Previous Title: 17748095

DESCRIPTION OF LAND

Tenure Reference: TL 0/221125

Lease Type: TERM

LOT 76 CROWN PLAN SL4907 Parish of STRADBROKE
County of STANLEY
Local Government: REDLAND

Area: 0.653100 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
RESIDENTIAL

TERM OF LEASE

Term and day of beginning of lease

Term: 10 years commencing on 20/07/2004

Expiring on 19/07/2014

Extended to 19/07/2015

REGISTERED LESSEE

STRADBROKE RUTILE PTY LTD A.C.N. 009 693 074

CONDITIONS

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

Search Date: 08/07/2015 08:52

Title Reference: 40043954

Date Created: 13/08/2004

CONDITIONS

- A61
- (1) The lessee must use the leased land for residential purposes namely single person's quarters and no other purpose whatsoever.
 - (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 Shire 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 indemnifies and agrees to keep indemnified the State of Queensland, Crown Instrumentalities, local governments and other statutory bodies (the Indemnified) 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 State of Queensland granting this lease to the lessee and which is connected to or resulting from the lessees' use and occupation of the leased land (all referred to as the indemnified acts or omissions) save to the extent that the Claim arises as a result of any negligent act or omission of the State of Queensland. The lessee hereby releases and discharges the Indemnified from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified.
 - (9) 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 Shire Council, binding on the lessee.
 - (10) The lessee must give the Minister administering the Land Act

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Page 2/4

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

Search Date: 08/07/2015 08:52

Title Reference: 40043954

Date Created: 13/08/2004

CONDITIONS

- 1994, information about the lease, when requested.
- (11) The lessee must not clear any vegetation on the leased land, unless in accordance with the Integrated Planning Act 1997.
- (12) 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.
- (13) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.
- A68 (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.
- A69 Further to Condition A61(12) above, the lessee must remove all improvements and rehabilitate the area to the satisfaction of the Minister administering the Land Act 1994 from the date of expiry or forfeiture of the lease.
- A70 If the lessee fails to remove the improvements and rehabilitate the area as detailed in Condition A69 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.
- C342 The lessee must comply with any lawful requirements of Redland Shire Council.
- L109 The lessee must not effect any further structural improvements on the leased land, without the approval of the Minister administering the Land Act 1994 and any other relevant authority, having been first obtained.

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

Search Date: 08/07/2015 08:52

Title Reference: 40043954
Date Created: 13/08/2004

CONDITIONS

L110 The lessee must , to the satisfaction of the Minister administering the Land Act 1994 and Redland Shire Council , maintain all existing improvements on the leased land in a good and substantial state of repair.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 40043954

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status	Location
713923333	DSI/OFFSET LAND VALUATION ACT 2010	24/06/2011 13:33	CUR	GC-GEN -00

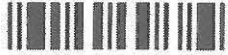
UNREGISTERED DEALINGS - NIL

** End of Current State Tenure Search **

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

Dealing Number.

Duty Imprint



Privacy Statement

The information from this form is collected under the authority of the Land Title Act 1994, the Land Act 1994 and the Water Act 2000 and is used for the purpose of maintaining the publicly searchable registers in the land registry and the water register.

1. Nature of request

Short Term Extension of Lease under
Section 164 of the *Land Act 1994*

Lodger (Name, address & phone number)

Department of Natural Resources and
Mines
PO Box 1164
BEENLEIGH QLD 4207
Att: Judi Howard Phone: 3884 8047
2014/000849

**Lodger
Code**
BH2340

2. Lot on Plan Description

Lot 76 on Crown Plan SL4907

County

Stanley

Parish

Stradbroke

Title Reference

40043954

3. Registered Proprietor/State Lessee

Stradbroke Rutile Pty Ltd A.C.N 009 693 074

4. Interest

State Land

5. Applicant

The State of Queensland (Represented by the Department of Natural Resources and Mines)

6. Request

I hereby request that: the term of TL 0/221125 be extended for a period of 1 year under section 164 of the *Land Act 1994* as per attached adjustment notice under the *Land Act 1994*

7. Execution by applicant

Execution Date

8/17/2015

Applicant's or Solicitor's Signature

..... s.73

Diane Therese McQuade
Senior Land Officer
A duly authorised delegate of the
Minister under the current Land Act
(Ministerial) Delegation

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

Title Reference [40043954]

eLVAS Case Id [2014/000849]

Adjustment notice under the *Land Act 1994*

1. Property Description for the Lease, Licence or Reserve

Lot/Plan	Title Reference
Lot 76 on Crown Plan SL4907	40043954

go to 2

2. Select the type of adjustment dealing

Adjustment to details of tenure

- Section 31A** boundaries of a reserve are changed
- Section 31B** Changing community purpose
- Section 360A(3)** – amend the description or anything else in the term or perpetual lease if
 - (a) the lease is defective because of an error or omission in its preparation; or
 - (b) the court has made a decision under section 435 on a dispute about the boundaries; or
 - (c) the Minister has approved that an area of unallocated State land be included in the lease
 - (d) the Minister considers it necessary for another reason to correct the lease.
- Section 360B** – amend the description or anything else in a State lease if—
 - (a) the boundaries of the lease land are not stated in the lease with adequate certainty or do not agree with the boundaries shown on the relevant plan; or
 - (b) a survey of the land gives more accurate knowledge of the lease; or
 - (c) the Minister has approved of a mutual exchange of areas adjoining a common boundary between State leases that are within the boundaries of 1 reserve, and the lessees of the leases agree to the exchange; or
 - (d) the Minister has approved that an area of trust land be included in the lease; or
 - (e) the State lease is defective because of an error or omission in its preparation; or
 - (f) the Minister considers it necessary for another reason to correct the State lease.

go to 3

Adjustment to term of lease

- Section 434B** Short term extension

Extension granted to:

19	07	2016
DD	MM	YYYY

Title Reference [40043954]

eLVAS Case Id[2014/000849]

3. Select details of the particular item being amended

<input type="checkbox"/> Description	
<input checked="" type="checkbox"/> Term of lease	
<input type="checkbox"/> Name of lessee	
<input type="checkbox"/> Other	<input type="text"/>

go to 4

go to 5

go to 5

go to 5

4. New Description

Omit	Insert
eg. Lot 8 on RP1236544 eg. area – 523.469 ha	eg. Lot 121 on SP1236544 eg. area – 323 ha
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

go to 4

5. Enter details of the particular item being amended (other than the description)

Omit	Insert
eg. Mary Ann Smith	eg. Mary Anne Smith
Expiring on 19/07/2015	Expiring on 19/07/2016
<input type="text"/>	<input type="text"/>

go to 6

6. Declaration

I hereby declare that this action is approved under the relevant legislation and request details shown in this notice be recorded in the Land Register.

Signature of Delegated Officer

<input type="text"/>

s.73

Delegated Officers full name:

Diane Therese McQuade

Delegated Officers position title:

Senior Land Officer

Regional Office:

Beenleigh

Date:

8 1 07 1 2015

SLAM – Internal Document

Submission

Date: 8 July 2015 **Application Type:** Short Term Extension of Term Lease

eLVAS Case Id: 2014/000849 **Title Reference:** 40043954

Description of Land: Lot 76 on Crown Plan SL4907, Parish of Stradbroke, County of Stanley

Local Government: Redland City Council

Tenure: Term Lease 0/221125 is over Lot 76 on Crown Plan SL4907 and is held by Stradbroke Rutile Pty Ltd A.C.N. 009 693 074 (the lessee) and is for residential purposes. The term lease commenced on the 20 July 2004 for a term of ten (10) years.

Date of expiry of the Lease (where relevant): 19 July 2015

Proposed Action: Short Term Extension under section 434B of the Land Act 1994

Background: An Invitation to renew the term lease was sent on 13 February 2014 to the lessee with an application to renew the lease received by DNRM on 12 May 2015.

A short term extension of time for the term lease for a period of one year was approved on 20 May 2014, to ensure the lease did not expire before the application to renew could be completed.

The application was assessed in accordance with DNRM's policies and procedures and section 16 of the *Land Act 1994* – Deciding appropriate tenure- the chief executive must evaluate the land to assess the most appropriate tenure and use for the land.

The Most Appropriate Use assessment revealed that a conversion to freehold be the most appropriate use of the land.

The lessee then made application for a conversion of the term lease on the 26 June 2014.

Views were sought from the local authority and from Forest Products with no objection to the conversion being received.

Advice was received from DNRM's survey section on the 23 July 2014 that plan SL4907 was suitable for the issue of a deed of grant.

A letter of offer was sent to the lessee on 24 July 2014 with a request for an extension of time being received on the 22 August 2014 to allow the lessee's parent company, Sibelco, to process the capital through the company system, approval was given for this extension of time.

A second request for an extension of time until 31 January 2015 was received on the 21 November 2014 from the lessee as Sibelco was having issues releasing the capital to pay the offer account; approval was given for this extension of time.

Another request for an extension of time was received on the 27 January 2015 from the lessee due to some internal changes within the company. Sibelco had a new operations manager that must receive a briefing on the purchase before final approval can be granted. The capital has been approved from the parent company but this company process must be followed for a purchase of this size. Approval was given for an extension of time until 27 February 2015.

A further request for an extension of time was received from the lessee on the 4 March 2015 for a period of three months due to the recent change in government and uncertainties surrounding the new government's policy on North Stradbroke Island mining. Sibelco needs to take into account and explore what changes are to occur if mining is curtailed from 2035 to 2019 before committing to the purchase of the leased land. Should Sibelco decide not to continue with the sale, then they will proceed with a renewal application for the term lease. Approval was given for the extension of time until 5 June 2015.

Sibelco advised via email dated 20 May 2015 stating that they did not want to continue with the conversion and would like to apply to renew the term lease. The application to renew the term lease will be continued on 2014/000849.

Section 434B of the *Land Act 1994* provides for the extension of the term of a lease if it appears a lease would expire before the conversion application is finalised. The Minister may extend the term of the lease for a period of no longer than two years until the application is finalised.

If the application is not finalised before the lease expires, or the lease term is not extended, the lessee's right to continue using the land will cease and any encumbrances recorded against the lease will be lost (for example, offset for land valuation).

A short term extension to the term of the lease is necessary to ensure that the lease does not expire prior to making a final decision on the lease renewal application.

The Minister approved the extension of the term until 19 July 2016 on the 1 July 2015, see CTS 11062/15 attached.

Legislation:

Section 434B of the *Land Act 1994* - Availability of short-term extension in particular circumstances

- (1) This section applies if the term lease is the subject of an application under this Act for renewal, extension, conversion, subdivision or amalgamation
- (2) If it appears the term lease will expire before the application is finalised, the Minister may extend the term of the lease, for periods of no longer than 2 years, until the application is fully dealt with.
- (3) A lease may be extended under subsection (1) for 2 or more periods having regard to the same circumstances or different circumstances each time it is extended.

Recommendation:

May approval be granted in accordance with section 434B of the *Land Act 1994* to extend the term of the current Term Lease 0/221125 being Lot 76 on Crown Plan SL4907 to Stradbroke Rutile Pty Ltd A.C.N. 009 693 074 for a period of one (1) year to allow the investigation of the renewal process.

Submitted by:

.....
Judi Howard
Land Administration Officer

Title Reference [40043954]

eLVAS Case Id [2014/000849]

Adjustment notice under the *Land Act 1994*

1. Property Description for the Lease, Licence or Reserve

Lot/Plan	Title Reference
LOt 76 on Crown Plan SL4907	40043954

go to 2

2. Select the type of adjustment dealing

Adjustment to details of tenure

- Section 31A** boundaries of a reserve are changed
- Section 31B** Changing community purpose
- Section 360A(3)** – amend the description or anything else in the term or perpetual lease if
 - (a) the lease is defective because of an error or omission in its preparation; or
 - (b) the court has made a decision under section 435 on a dispute about the boundaries; or
 - (c) the Minister has approved that an area of unallocated State land be included in the lease
 - (d) the Minister considers it necessary for another reason to correct the lease.
- Section 360B** – amend the description or anything else in a State lease if—
 - (a) the boundaries of the lease land are not stated in the lease with adequate certainty or do not agree with the boundaries shown on the relevant plan; or
 - (b) a survey of the land gives more accurate knowledge of the lease; or
 - (c) the Minister has approved of a mutual exchange of areas adjoining a common boundary between State leases that are within the boundaries of 1 reserve, and the lessees of the leases agree to the exchange; or
 - (d) the Minister has approved that an area of trust land be included in the lease; or
 - (e) the State lease is defective because of an error or omission in its preparation; or
 - (f) the Minister considers it necessary for another reason to correct the State lease.

go to 3

Adjustment to term of lease

- Section 434B** Short term extension

Extension granted to:

		2016
DD	MM	YYYY

Title Reference [40043954]

eLVAS Case Id[]

3. Select details of the particular item being amended

<input type="checkbox"/> Description		go to 4
<input type="checkbox"/> Term of lease		go to 5
<input type="checkbox"/> Name of lessee		go to 5
<input type="checkbox"/> Other	<input type="text"/>	go to 5

4. New Description

Omit	Insert
eg. Lot 8 on RP1236544 eg. area – 523.469 ha	eg. Lot 121 on SP1236544 eg. area – 323 ha
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

go to 4

5. Enter details of the particular item being amended (other than the description)

Omit	Insert
eg. Mary Ann Smith	eg. Mary Anne Smith
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

go to 6

6. Declaration

I hereby declare that this action is approved under the relevant legislation and request details shown in this notice be recorded in the Land Register.

Signature of Delegated Officer

Delegated Officers full name:

Delegated Officers position title:

Regional Office:

Date:

/ /

Dealing Number.

Duty Imprint



Privacy Statement

The information from this form is collected under the authority of the Land Title Act 1994, the Land Act 1994 and the Water Act 2000 and is used for the purpose of maintaining the publicly searchable registers in the land registry and the water register.

1. Nature of request

Short Term Extension of Lease under
Section 164 of the *Land Act 1994*

Lodger (Name, address & phone number)

Department of Natural Resources and
Mines
PO Box 1164
BEENLEIGH QLD 4207
Att: Judi Howard Phone: 3884 8047
2014/000849

**Lodger
Code**
BH2340

2. Lot on Plan Description

Lot 76 on Crown Plan SL4907

County

Stanley

Parish

Stradbroke

Title Reference

40043954

3. Registered Proprietor/State Lessee

Stradbroke Rutile Pty Ltd A.C.N 009 693 074

4. Interest

State Land

5. Applicant

The State of Queensland (Represented by the Department of Natural Resources and Mines)

6. Request

I hereby request that: the term of TL 0/221125 be extended for a period of 1 year under section 164 of the *Land Act 1994* as per attached adjustment notice under the *Land Act 1994*

7. Execution by applicant

Execution Date

/ /2015

Applicant's or Solicitor's Signature

.....
Diane Therese McQuade
Senior Land Officer
A duly authorised delegate of the
Minister under the current Land Act
(Ministerial) Delegation

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

Department of Natural Resources and Mines
MINISTER'S BRIEFING NOTE

CTS 11062/15

To: Dr Anthony Lynham MP
Minister for Natural Resources and Mines

From: Rachael Cronin
Deputy Director-General
Service Delivery

Copy: Dr Brett Heyward
Director-General

✓ 2/15/15

Snr Policy Advisor	s.73	OK
Chief of Staff		OK
Approved / Not Approved / Noted Further information required		
Minister	[Signature]	
Dated	1/7/15	

Action Officer: Rhonda Geitz
Telephone: 4661 0210

Endorsed: Ken Sherwood, A/Executive Director, South Region

Approval for short term extension of Term Lease No 221125 (the lease) for residential purposes held by Stradbroke Rutile Pty Ltd (the lessee) on North Stradbroke Island (NSI)

RECOMMENDATION

- It is recommended that the Minister:
 - approve** the short term extension of the lease under the provisions of section 434B of the *Land Act 1994* (the Act), for a term of 12 months from the expiry date of 19 July 2015 to allow an application for renewal of the lease to be finalised.

TIMING

- Approval of this brief is required by 6 July 2015 to ensure the lease does not expire on the 19 July 2015.

KEY ISSUES

- There are currently three sand mining operations on NSI, including the Yarraman, Enterprise and Vance mines, all of which are operated by Sibelco.
- The lessee is a subsidiary company of Sibelco.
- The lease has been developed by the lessee to provide residential accommodation for workers in the sand mining industry.
- There has been some indication that the State Government intends to revert the current timelines and phase out of mining on NSI from 2019.

BACKGROUND

- The lease is over Lot 76 on SL4907 located at Ballow Road, Dunwich on NSI and was issued for a term of 10 years commencing on 20 July 2004 (refer to **Attachments 1 and 2**).
- The lease is granted for residential purposes and comprises of 11 low set accommodation barracks and associated structures that provide residential accommodation for workers in the sand mining industry.
- The lessee lodged an application for renewal of the lease on 12 May 2014.
- The term of the lease was extended for a period of 12 months under the Act on 13 May 2014 to allow sufficient time to finalise the renewal application.
- On the 26 June 2014, the lessee requested the application be considered as an application for conversion of the lease to freehold under the Act.
- An offer for conversion of the lease was made to the lessee on 24 July 2014.
- Since this time, the Department of Natural Resources and Mines (the department) has assisted the lessee in extending the response timeframe to enable the lessee additional time to respond to the conversion offer.
- On 20 May 2015, the lessee confirmed that due to the current State Government not indicating the certainty of mining functions on NSI that they are unwilling to accept the conversion offer and they wish to continue with the renewal application.
- The previous Government passed legislation that allowed sand mining on NSI to continue for an extra 16 years from 2019 to 2035.
- The department will now continue to assess the renewal application, however given the close proximity of the expiry date, the brief has been prepared in case the renewal application cannot be finalised before the expiry date.

17. Section 434B of the Act allows a short term extension "if it appears the term lease will expire before the application is finalised, the Minister may extend the term of the lease, for periods of no longer than two years, until the application is fully dealt with".
18. Land Act (Ministerial) Delegation (No 1) 2014 allows the Minister to approve an extension to a lease for no longer than two years.
19. A 12 month extension to the lease in accordance with section 434B of the Act is requested.

ATTACHMENTS

20. **Attachment 1:** Title Search
Attachment 2: Smartmap

NEXT STEPS

21. Following approval, the department will extend the term of the lease by 12 months to 19 July 2016 to ensure the lessee has continuity of tenure.
22. The signing and lodgement of the relevant registry forms will be managed by the region one the briefing note is approved.

Rachael Cronin
Deputy Director-General
Service Delivery

Minister's Comments

SLAM – Internal Document

Most appropriate use assessment checklist by SLAM Officer

SLAM details

Date:	<input type="text" value="1"/>	eLVAS Case id:	<input type="text" value="2"/>
SLAM Case Officer:	<input type="text" value="40043954"/>	Regional Office:	<input type="text" value="2014/000849"/>
Description of land:	<input type="text" value="LOt 76 on Crown Plan SL4907"/>		
Land tenure:	<input type="checkbox"/> Road <input checked="" type="checkbox"/> Leased land	<input type="checkbox"/> Reserve <input type="checkbox"/> USL	
Local Government:	<input type="text" value="40043954"/>		
Current use of land:	<input type="text"/>		

Most appropriate use (if issue not listed below use Additional information field)

Legal (dedicated) access	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not known
Physical access	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not known
Public utilities on the subject land or in near vicinity	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is near or in the vicinity of a protected area estate	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Environmental or conservation features identified	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is near or in the vicinity of a watercourse, lake, spring or wetland etc	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject to water management issues	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is in a coastal area	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land needed for a community purpose	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land needed to provide public access	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject to Queensland Cultural Heritage	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Any indigenous cultural heritage issues	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land suitable to be made available under the indigenous Land Acts i.e. the ALA or TSILA	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject to vegetation issues	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject to forest products (commercial timber) or quarry materials	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Contamination issues	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land part of Stock route network or in near vicinity	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is part of Bicentennial national trail	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is within a mining/petroleum area or in the vicinity of a mining/petroleum project	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is used/proposed for grazing and/or agricultural purposes	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is used/proposed for residential purposes	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not known

Subject land is used/proposed for tourist (business) purposes	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is used/proposed for government e.g. State or local government service	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is used/proposed for community group or charity purposes	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Compliance with purpose and tenure conditions	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not known
Illegal uses	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Risk of degradation	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Risks or hazard issues (flood, fire, landslips, public safety etc)	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Evidence of pest animals and plans on the subject land	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input checked="" type="checkbox"/>	Not known
Is proposed use consistent with the Local Government planning scheme, State planning policies and Regional plans	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not known

CONCLUSION

Is the proposed or existing use the most appropriate use of the land? Yes No

Most appropriate tenure

The most appropriate tenure needs to consider (in addition to other issues e.g. government policy where freehold is not supported such as on off shore islands, or freehold is not supported in an area eg. Gold Coast Spit) the degree of oversight the State requires to retain for the land.

The most appropriate tenure is subject to native title being satisfactorily addressed.

Freehold is the predominant tenure in the locality	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not known
Legislation or Policy does not support Freehold tenure (Eg. Off shore islands, or freehold is not supported in an area eg. Gold Coast Spit)	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
On-going protection of the site is required by the State	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Protection or management by the State cannot be adequately managed under a covenant, agreements or planning scheme	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Additional management of the land by the State is required (eg. land management agreement or conditions)	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Land is required for a community purpose defined under the Land Act	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Land is required to be protected for conservation or similar purposes e.g. under the Nature Conservation Act or Forestry Act	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Land is required to be made available under the indigenous Land Acts (Eg.ALA or TSILA)	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Temporary or short term tenure is require	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known

[Empty area for additional information]

CONCLUSION (only if Planning advice is not to be sought)

[Insert the most appropriate tenure e.g. freehold, leasehold, reserve]

END DOCUMENT

Red-e-map - Windows Internet Explorer
 http://gis.redland.qld.gov.au/redemap/

Scale 1:593

Table of Contents Auto Refresh

- Land
 - Land
 - House - Unit Numbers
 - Lot Numbers
 - Road Names
 - Plan Boundaries
 - Easements
 - Covenants
 - Current Land
 - Council Land
 - State Reserves and Trustees
 - Administrative Boundaries
 - Council Electoral Divisions
 - State Electorates
 - Federal Electorates
 - Suburbs
 - Parishes
 - Priority Development Areas
 - SEQ Regional Plan 2009
 - Redland City and Surrounds
- Asset Mapping
- Parks and Transport
- Environmental
- Redlands Planning Scheme V7
- Aerial Image Base Map

Redlands Planning Scheme V7

Canal and Lakeside Structures Overlay

- Canal and Lakeside Structures Overlay

Sub Areas

Zones

- RESIDENTIAL
 - Urban Residential
 - Medium Density Residential
 - Low Density Residential
 - SMBI Residential
 - Point Lookout Residential
- CENTRE
 - Major Centre
 - District Centre
 - Neighbourhood Centre
 - Local Centre
 - SMBI Centre
 - Point Lookout Centre
 - Point Lookout Tourist
- INDUSTRY
 - Commercial Industry
 - General Industry
 - Island Industry
 - Marine Activity
- CONSERVATION
 - Park Residential
 - Environmental Protection
 - Conservation
- OTHER
 - Community Purposes
 - Emerging Urban Community
 - Open Space
 - Rural Non Urban
 - Investigation Zone
 - Unzoned

Done

Internet | Protected Mode: On





eLVAS Client Interaction Report

For Interaction id: 1267655

Contact Details

Business unit: State Land Asset Management
Business context: Verbal (Inwards) Case
Interaction method: Telephone
Interaction date: 20-May-2015 8:47 AM
Entered by: Howard, Judith
Reference:

Contact with: s.73 Sibelco Australia Limited, South Brisbane

Documents

Document Type	Title	Received/Sent
---------------	-------	---------------

Interaction Record History

Service Centre: Beenleigh

Associated to Case: 2014/000849

Revision No.: 1
Updated by: Howard, Judith
Date: 20-May-2015

Details: advised that Sibelco are not proceeding with the purchase of TL 0/221125 and will make application for renewal, sending email to confirm. Tenemants Manager to make application for renewal of TL

Revision No.: 0
Updated by: Howard, Judith
Date: 20-May-2015

Details: advised that Sibelco are not proceeding with the purchase of TL 0/221125 and will make application for renewal, sending email to confirm

Assignment History

Reference Details

Reference No. 2014/000849
Action Type: DG 1.1 Conversion
Action Status: Approved by MD

Title Ref:
Previous Title Ref: 40043954
Tenure Type: Deed of Grant

Service Centre: Beenleigh
Region: South East

Interested Parties

Name: Department of Agriculture, Fische / Forest Products South East FMA
Address: 27 OConnell Street, Gympie, QLD, 4570
Ref:

Name: Redland City Council / Redland
Address: PO Box 21, Cleveland, QLD, 4163
Ref:

Description of Land

Total Area (ha): 0.6531 Surveyed

Exclusions/Restrictions/Reservations: No

Lot/Plan Details

Lot/Plan	Area
76/SL4907	0.6531 ha
Parish	County
Stradbroke	Stanley
Local Authority	
Redland City Council	

No Forestry Entitlement

No Future Conservation Areas

Tenancy Details

Tenancy: Sole Tenant

Grantee

STRADBROKE RUTILE PTY LTD ACN 009693074

No Tenant Correspondents

Act References

Act	Section
Land Act 1994	14(1)
Land Act 1994	172(1)

Distribution Of Document

Name: Stradbroke Rutile Pty Ltd / Rosewater East
Address: PO Box 74, ROSEWATER EAST, QLD, 5013
Their Ref:

Encumbrances To Carry Over

Encumbrances Number
713923333

No Parent Titles

No Attached Tenures

No Reserves

Land Value Information

Purpose:
Category:
Sub Category:
Rental Type:
Fixed Rent Expires:
Rate:
Annual Rent:
Purchase Price: \$2015000.00
Sale Price: \$2015000.00
Improvements Value: \$
Deposit: \$

Timber Value: \$
Timber Installment: \$

Further Deed Information

Original Deed Title Ref/Conveyance Number
40043954
Previous Title Ref
40043954

Optional Conditions

Nil

Optional Reservations

All quarry material (as defined by the Forestry Act 1959) on and below the surface of the land

Offer Account

(This is not a Tax Invoice)

Draft



Queensland
Government

Department of
Natural Resources and Mines

Payment Reference: 624685
Offer Account Date: 24/07/2014
Enquiry Reference: 2014/000849/3
Account No: 1403000849
Account Due Date: 21/08/2014

Applicant: Stradbroke Rutile Pty Ltd
PO Box 74
ROSEWATER EAST QLD 5013
Australia

ABN No.
ACN/ARBN No. 009 693 074

Item Description	Quantity	Amount (\$)	Amount Due (\$)
Total Sale Price (GST Incl if applicable)	1	2015000.00	
Property Value (Input Taxed)	1	2015000.00	2015000.00
Conveyance/Stamp Duty (GST Exempt)	1	96387.50	96387.50
Deed Fee (Div 81)	1	63.30	63.30
Total Payable at Acceptance/Settlement:			\$2111450.80

Comment:

Conversion of Term Lease 0/221125 Being Lot 76 on Crown Plan SL4907, Dunwich, North Stradbroke Island

Payment Methods:

Payment options are cash (in person only), EFTPOS (in person at some centres only), cheque (in person or by post), BPOINT or BPay (details below).

Cheques should be made payable to 'Department of Natural Resources and Mines' and marked 'not negotiable'.

To ensure proper crediting of your account, please provide a copy of this account for cash and cheque payments and indicate whether you wish to receive a receipt.



Billers Code:
Ref:



Pay on line via credit card
www.bpoint.com.au or contact your
financial institution to make this
payment directly from your cheque,
savings or credit account

BPAY or BPOINT
Transaction ID

BPAY only amounts greater than \$50

BPOINT amounts between \$10 and \$100,000

If applicable a Tax Invoice will be provided on completion of this dealing.

22-Apr-2015

File C

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Reference Details

Reference No. 2014/000849
Action Type: Lease Renewal
Action Status: Proposed

Title Ref:
Previous Title Ref: 40043954
Tenure Type: Lease for a Term of Years

Service Centre: Beenleigh
Region: South East

Interested Parties

Name: Department of Agriculture, Fische / Forest Products South East FMA
Address: 27 OConnell Street, Gympie, QLD, 4570
Ref:

Name: Redland City Council / Redland
Address: PO Box 21, Cleveland, QLD, 4163
Ref:

Description of Land

Total Area (ha): 0.6531 Surveyed
Exclusions/Restrictions/Reservations: No

Lot/Plan Details

Lot/Plan	Area
76/SL4907	0.6531 ha
Parish	County
Stradbroke	Stanley
Local Authority	
Redland City Council	

No Forestry Entitlement

No Future Conservation Areas

No Tenancy Details

No Tenant Correspondents

No Acts and Sections

Term Of Lease

Commenced:

Expiry Date:

Term:

No Document Recipient

No Encumbrances

Conditions Details

A130 (V1) Category 12 - Residential

SPECIFIED CONDITIONS FOR: Lease for a Term of Years

PURPOSE: residential

STATUTORY CONDITIONS:

Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.

1. **Permitted Use:** The lessee must use the land only for the purpose for which the tenure was issued under the *Land Act 1994*.
2. **Duty of Care:** The lessee has the responsibility for a duty of care, for the land under the *Land Act 1994*.
3. **Rent/Instalment:** The lessee must pay the annual rent/instalment in accordance with the *Land Act 1994* and the Land Regulation 2009.
For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.
4. **Noxious plants:** The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost of which will be recovered from the lessee.
5. **Information to Minister:** The lessee must give the Minister administering the *Land Act 1994*, information the Minister asks for about the tenure.
6. **Monies for Improvements:** No money for improvements is payable by the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee

to the department under this lease have been paid.

REGULATORY CONDITIONS:

A regulatory condition relates to a lease, in accordance with the Land Regulation.

1. **Indemnity:** The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands bought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with:
 - a. the granting of this lease to the lessee;
 - b. the lessee's use and occupation of the land; or
 - c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee.

The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease.

To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease.

2. **Public Liability:** The lessee must effect a public liability insurance policy with an insurer authorised under the *Insurance Act 1973* (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, 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 land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must:
 - a. be for an amount of not less than \$20 million and have no per event sublimit or such higher amounts as the Minister may reasonably require.
 - b. be effected on a "claims occurring" basis; and
 - c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance policy in accordance with the terms of the lease.

The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim.

The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease.

The 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.

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.

3. **Access:** The provision of access, further access or services to the land will not be the responsibility of the State.

4. **Survey Costs:** If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the *Survey and Mapping Infrastructure Act 2003*. This survey plan must be lodged in the land registry within the specified time.
5. **Jurisdiction:** The lessee is subject to the *Land Act 1994* and all other relevant Queensland and Commonwealth legislation.
6. **Compliance with Laws:** The lessee must comply with all lawful requirements of the -
 - a. Local Government; and
 - b. any department within the Queensland or Commonwealth governments (including the department administering the *Land Act 1994*), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land.

SPECIAL CONDITIONS:

These conditions relate to this lease.

Cancellation/Forfeiture

1. The lease may be forfeited/cancelled if not used for the purpose for which it was issued or any subsequent additional purpose, defaults payment of the annual rent or by breach of a condition of the tenure.
2. The lease may be cancelled after giving the lessee reasonable notice in writing, in accordance with the *Land Act 1994*.

Improvements or development on or to the land

1. The lessee must not effect any further structural improvements on the land.
2. The lessee must not effect any structural or further structural or excavation improvements on the land, without the approval of the department administering the *Land Act 1994* and any other relevant authority, having been first obtained.
3. The lessee must, to the satisfaction of the relevant authorities, maintain improvements on the land in a good and substantial state of repair.
4. The lessee must remove the improvements and rehabilitate the area to the satisfaction of the Minister / Chief Executive of the *Land Act 1994*, from the date of termination of the tenure.
5. If the lessee fails to remove the improvements and rehabilitate the area as above, the Minister / Chief Executive administering the *Land Act 1994*, can remove the improvements and is hereby authorised to do whatever is necessary to effect the said removal. The department may recover from the lessee the total cost incurred in the said removal.
6. The lessee must ensure that the development and use of the land meets with the Planning Scheme, Local Laws and requirements of the Redland City Council, binding the lessee.

No Parent Titles

No Attached Tenures

No Reserves

Land Value Information

Purpose:
Category:
Sub Category:
Rental Type:
Fixed Rent Expires:
Rate:
Annual Rent:
Unimproved Capital Value: \$
Sale Price: \$
Improvements Value: \$
Deposit: \$

Timber Value: \$
Timber Installment: \$

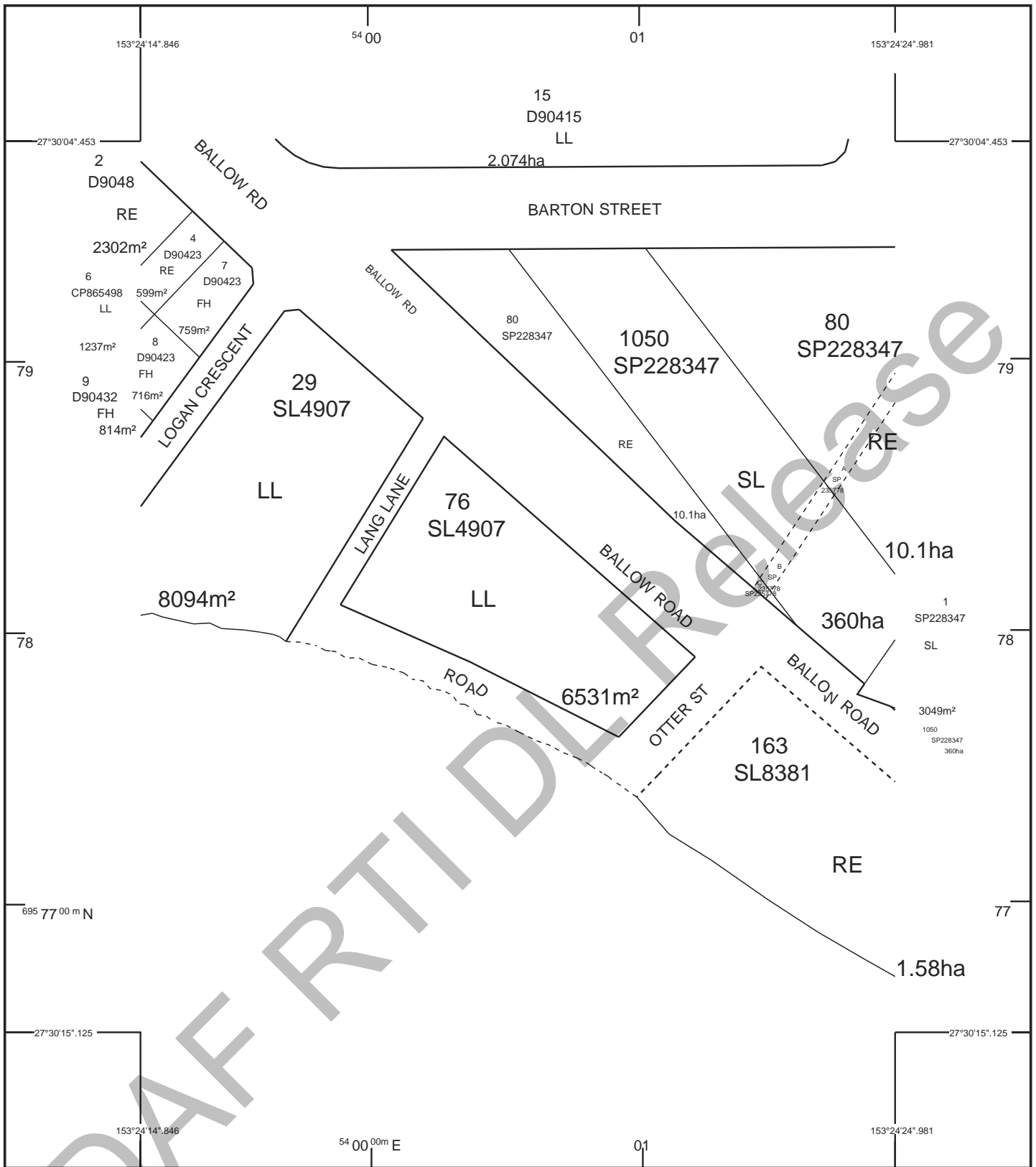
No Deeds To Be Issued

Optional Conditions

Nil

Optional Reservations

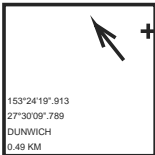
Nil



STANDARD MAP NUMBER
9542-11441



MAP WINDOW POSITION & NEAREST LOCATION



SUBJECT PARCEL DESCRIPTION

DCDB	
Lot/Plan	76/SL4907
Area/Volume	6531m ²
Tenure	LANDS LEASE
Local Government	REDLAND CITY
Locality	DUNWICH
Parish	STRADBROKE
County	STANLEY
Segment/Parcel	20182/36

CLIENT SERVICE STANDARDS

PRINTED (dd/mm/yyyy) 22/04/2015

DCDB 21/04/2015

Users of the information recorded in this document (the Information) accept all responsibility and risk associated with the use of the Information and should seek independent professional advice in relation to dealings with property.

Despite Department of Natural Resources and Mines(DNRM)'s best efforts, DNRM makes no representations or warranties in relation to the Information, and, to the extent permitted by law, exclude or limit all warranties relating to correctness, accuracy, reliability, completeness or currency and all liability for any direct, indirect and consequential costs, losses, damages and expenses incurred in any way (including but not limited to that arising from negligence) in connection with any use of or reliance on the Information

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



(c) The State of Queensland, (Department of Natural Resources and Mines) 2015.



15-424

File 0

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SLAM – Internal Document

Submission

Date: 22 April 2015 **Application Type:** Short Term Extension of Term Lease

eLVAS Case Id: 2014/000849 **Title Reference:** 40043954

Description of Land: Lot 76 on Crown Plan SL4907, Parish of Stradbroke, County of Stanley

Local Government: Redland City Council

Tenure: Term Lease 0/221125 is over Lot 76 on Crown Plan SL4907 and is held by Stradbroke Rutile Pty Ltd A.C.N. 009 693 074 (the lessee) and is for residential purposes. The term lease commenced on the 20 July 2004 for a term of ten (10) years.

Date of expiry of the Lease (where relevant): 19 July 2015

Proposed Action: Short Term Extension under section 434B of the Land Act 1994

Background: An Invitation to renew the term lease was sent on 13 February 2014 to the lessee with an application to renew the lease received by DNRM on 12 May 2015.

A short term extension of time for the term lease for a period of one year was approved on 20 May 2014, to ensure the lease did not expire before the application to renew could be completed.

The application was assessed in accordance with DNRM's policies and procedures and section 16 of the *Land Act 1994* – Deciding appropriate tenure- the chief executive must evaluate the land to assess the most appropriate tenure and use for the land.

The Most Appropriate Use assessment revealed that a conversion to freehold be the most appropriate use of the land.

The lessee then made application for a conversion of the term lease on the 26 June 2014.

Views were sought from the local authority and from Forest Products with no objection to the conversion being received.

Advice was received from DNRM's survey section on the 23 July 2014 that plan SL4907 was suitable for the issue of a deed of grant.

A letter of offer was sent to the lessee on 24 July 2014 with a request for an extension of time being received on the 22 August 2014 to allow the lessee's parent company, Sibelco, to process the capital through the company system, approval was given for this extension of time.

A second request for an extension of time until 31 January 2015 was received on the 21 November 2014 from the lessee as Sibelco was having issues releasing the capital to pay the offer account; approval was given for this extension of time.

Another request for an extension of time was received on the 27 January 2015 from the lessee due to some internal changes within the company. Sibelco had a new operations manager that must receive a briefing on the purchase before final approval can be granted. The capital has been approved from the parent company but this company process must be followed for a purchase of this size. Approval was given for an extension of time until 27 February 2015.

A further request for an extension of time was received from the lessee on the 4 March 2015 for a period of three months due to the recent change in government and uncertainties surrounding the new government's policy on North Stradbroke Island mining. Sibelco needs to take into account and explore what changes are to occur if mining is curtailed from 2035 to 2019 before committing to the purchase of the leased land. Should Sibelco decide not to continue with the sale, then they will proceed with a renewal application for the term lease. Approval was given for the extension of time until 5 June 2015.

Section 434B of the *Land Act 1994* provides for the extension of the term of a lease if it appears a lease would expire before the conversion application is finalised. The Minister may extend the term of the lease for a period of no longer than two years until the application is finalised.

If the application is not finalised before the lease expires, or the lease term is not extended, the lessee's right to continue using the land will cease and any encumbrances recorded against the lease will be lost (for example, offset for land valuation).

A short term extension to the term of the lease is necessary to ensure that the lease does not expire prior to making a final decision on the lease conversion or renewal application.

Legislation:

Section 434B of the *Land Act 1994* - Availability of short-term extension in particular circumstances

- (1) This section applies if the term lease is the subject of an application under this Act for renewal, extension, conversion, subdivision or amalgamation
- (2) If it appears the term lease will expire before the application is finalised, the Minister may extend the term of the lease, for periods of no longer than 2 years, until the application is fully dealt with.
- (3) A lease may be extended under subsection (1) for 2 or more periods having regard to the same circumstances or different circumstances each time it is extended.

Recommendation:

May approval be granted in accordance with section 434B of the *Land Act 1994* to extend the term of the current Term Lease 0/221125 being Lot 76 on Crown Plan SL4907 to Stradbroke Rutile Pty Ltd A.C.N. 009 693 074 for a period of two (2) years to allow the investigation of the conversion or renewal process.

Submitted by:

.....
Judi Howard
Land Administration Officer

Dealing Number.

Duty Imprint



Privacy Statement

The information from this form is collected under the authority of the Land Title Act 1994, the Land Act 1994 and the Water Act 2000 and is used for the purpose of maintaining the publicly searchable registers in the land registry and the water register.

1. Nature of request

Short Term Extension of Lease of Term Lease 0/221125

Lodger (Name, address & phone number)

Department of Natural Resources and
Mines
PO Box 1164
BEENLEIGH QLD 4207
Att: Judi Howard Phone: 3884 8047
2014/000849

Lodger Code
BH2340

2. Lot on Plan Description

Lot 76 on Crown Plan SL4907

County

Stanley

Parish

Stradbroke

Title Reference

40043954

3. Registered Proprietor/State Lessee

Stradbroke Rutile Pty Ltd A.C.N 009 693 074

4. Interest

State Land

5. Applicant

The State of Queensland (Represented by the Department of Natural Resources and Mines)

6. Request

I hereby request that: The Registrar of Titles records the short term extension of the term of TL 0/221125 for a period of 2 year under section 434B of the *Land Act 1994* as per attached adjustment notice under the *Land Act 1994*. The expiry of the lease will now be the 19 July 2017.

7. Execution by applicant

Execution Date

/ /2015

Applicant's or Solicitor's Signature

.....
Diane Therese McQuade
Senior Land Officer
A duly authorised delegate of the
Minister under the current Land Act
(Ministerial) Delegation

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

**Department of Natural Resources and Mines
Whole of Department Champions and Supporting Champions**

Land Champion	Wally Kearnan	Executive Director - South
<i>Supporting Champions</i>		
SLAM Business Improvement	Ken Sherwood	Regional Manager – South
SLAM (fire and pest)	Jason Riethmuller	Regional Manager – Central
Land Allocation and Sales	Kev Allan	Regional Manager - North
Vegetation	Ken Sherwood	Regional Manager – South
Rural Leasehold Land Strategy	Kev Allan	
Strategic Cropping Land	Jason Riethmuller	Regional Manager – Central
Stock Routes	Jason Riethmuller	Regional Manager – Central
Regional Planning Services	Gary Innis	Manager – Planning Serv - North
Water Champion	Darren Moor	Executive Director - Central
<i>Supporting Champions</i>		
Water Metering	Michael Mawn	Manager Business Operations
Water Planning	Nigel Kelly	Regional Manager North
Water Management	Paul Sanders	Regional Manager - South
Water Monitoring	Ian Gordon	Regional Manager – Central
Customer Champion	Andrew Buckley	
<i>Supporting Champion</i>		
Business Support and Counters	Linda Kilminster	Regional Manager South
Mining and Petroleum Champion	Bill Date	Executive Director
Compliance Champion	Stephen Matheson	Chief Inspector Petroleum & Gas
Debt Management Champion	Lloyd Taylor	Executive Director – Ops Support
Innovation and Open Data Champion	Steve Jacoby	Executive Director - LSI
Disaster Management Champion	Liz Dann	Executive Director - Registrar of Titles
Asset Valuation Champion	Neil Bray	Valuer General – Executive Director SVS

DELETE THIS PAGE BEFORE SUBMITTING FOR APPROVAL

SLAM LARIE - Intersection Report

LAYER INTERSECTION SUMMARY

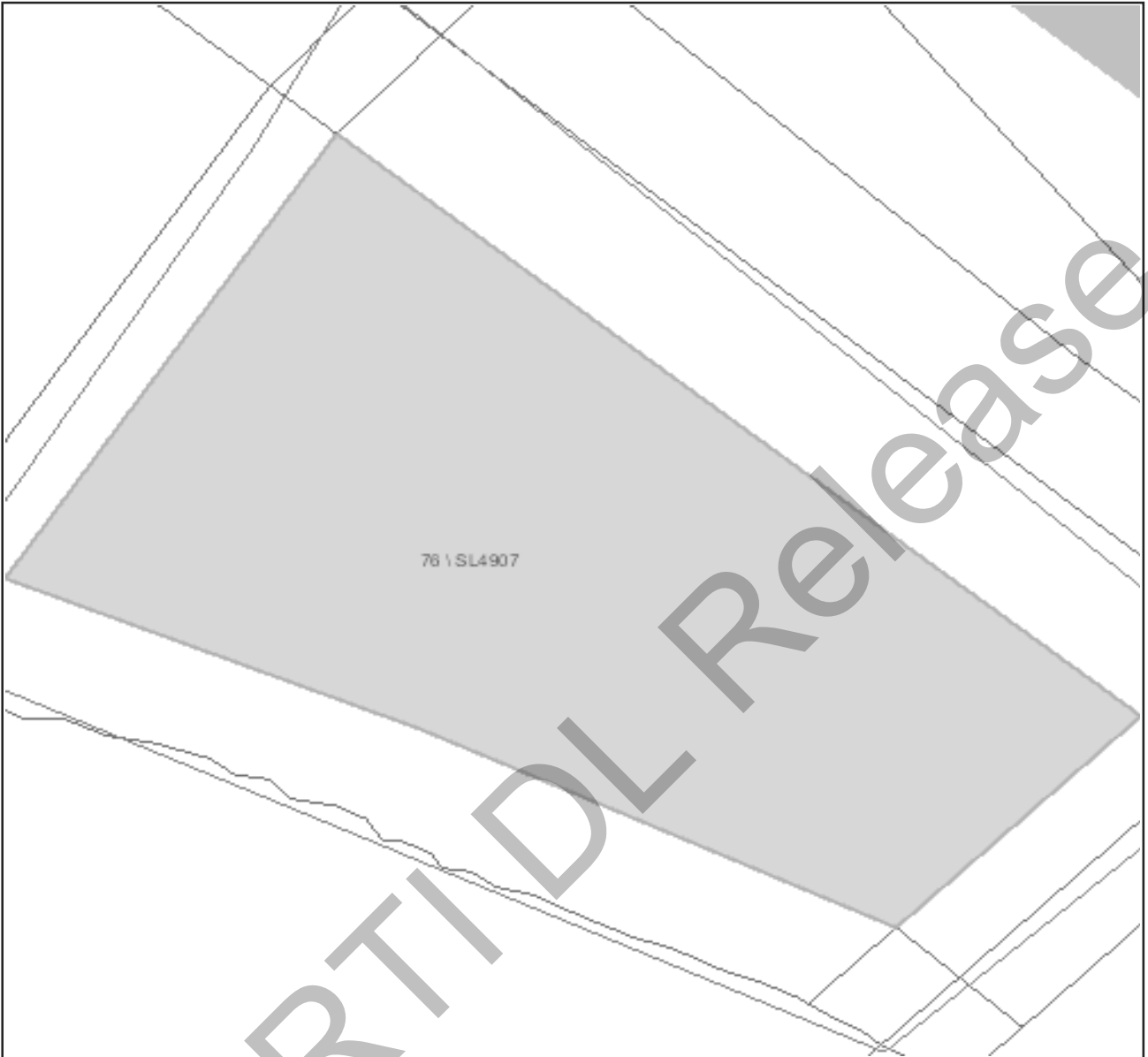
LotPlans found
76SL4907

LotPlans not found

Group	Layer Name	Intersected?	Details
Built Environment	Roads (All)	No	
	QLD Railways	No	
Environmental Areas	World Heritage Areas	No	
	Nature Refuge Areas	No	
	QLD Protected Area Estate Type	No	
Fish Habitat Areas	Fish Habitat Areas	No	
Forest Products	Forest entitlement area	No	
	Forest Management Areas	Yes	SOUTH EAST
	Forest Products MUIDs	No	
	Forest Products SUIDs	No	
	Plantation Licence Area	No	
Heritage Register	Heritage Places	No	
Koala	SPP Koala Habitat Value	Yes	
	SPRP Koala Habitat Value	No	
Mining	Qld coal seam gas wells	No	
	Exploration permits for coal	No	
	Exploration permits for petroleum	No	
	Exploration permits for minerals	No	
	Qld Mining leases	No	
	Qld petroleum leases	No	
	Qld petroleum wells	No	

National trail	National trail	No	
Planning Scheme Zoning	State-Wide Planning Scheme (Zoning)	Yes	Commercial Industry
	State-Wide Planning Scheme (SPA)	Yes	
Regional Planning	DLGP Regional Planning Areas	Yes	South East Queensland Regional Plan
Stock Routes	Stockroute	No	
ULDA	Declared Urban Land Development Areas (ULDA)	No	
Vegetation	Essential Habitat	No	
	High Value Regrowth	No	
Water	Drainage 100K	No	
	Drainage 250K	No	
	Springs	No	
	EPP Water 2009 (SEQ)	No	
	Dams and Lakes 100k	No	
	Waterbodies 10M	No	
	Groundwater bores	No	
	Groundwater monitoring network	No	
	Water Resource Planning Area	No	
	Dams and weirs	No	
	Wetlands	Wetlands - Directory of Important Wetlands	Yes

-27.502



-27.503

153.405

153.406

SLAM LARIE INTERSECTION REPORT – INTERNAL MAP

Map Printed:

Author:

- QLD Railways
- Drainage 100k
- Cadastre Roads (Major)
- Dual Carriageway
- Principal Road Roads (Minor)
- Secondary Road
- Minor Road
- Track



NON STANDARD MAP

All datasets are updated as they become available to provide the most current information as of the date shown on this map.

Disclaimer:

While every care is taken to ensure the accuracy of this product, the Department of Natural Resources and Mines, makes no representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and liability (including indirect or consequential damage) costs which you might incur as a result of the product being inaccurate or incomplete in any way and for any reason.

Produced by: The Department of Natural Resources and Mines

Horizontal Datum: Geocentric Datum of Australia 1994 (GDA94)

Cadastral data provided with the permission of the Department of Natural Resources and Mines

Property boundaries shown on this map are provided as a locational aid only. DCDB boundaries do not represent legal cadastral boundaries

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

Search Date: 21/04/2015 16:10

Title Reference: 40043954
Date Created: 13/08/2004

Previous Title: 17748095

DESCRIPTION OF LAND

Tenure Reference: TL 0/221125

Lease Type: TERM

LOT 76 CROWN PLAN SL4907 Parish of STRADBROKE
County of STANLEY
Local Government: REDLAND

Area: 0.653100 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
RESIDENTIAL

TERM OF LEASE

Term and day of beginning of lease

Term: 10 years commencing on 20/07/2004

Expiring on 19/07/2014

Extended to 19/07/2015

REGISTERED LESSEE

STRADBROKE RUTILE PTY LTD A.C.N. 009 693 074

CONDITIONS

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

Search Date: 21/04/2015 16:10

Title Reference: 40043954

Date Created: 13/08/2004

CONDITIONS

- A61
- (1) The lessee must use the leased land for residential purposes namely single person's quarters and no other purpose whatsoever.
 - (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 Shire 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 indemnifies and agrees to keep indemnified the State of Queensland, Crown Instrumentalities, local governments and other statutory bodies (the Indemnified) 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 State of Queensland granting this lease to the lessee and which is connected to or resulting from the lessees' use and occupation of the leased land (all referred to as the indemnified acts or omissions) save to the extent that the Claim arises as a result of any negligent act or omission of the State of Queensland. The lessee hereby releases and discharges the Indemnified from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified.
 - (9) 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 Shire Council, binding on the lessee.
 - (10) The lessee must give the Minister administering the Land Act

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Page 2/4

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

Search Date: 21/04/2015 16:10

Title Reference: 40043954

Date Created: 13/08/2004

CONDITIONS

- 1994, information about the lease, when requested.
- (11) The lessee must not clear any vegetation on the leased land, unless in accordance with the Integrated Planning Act 1997.
- (12) 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.
- (13) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.
- A68 (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.
- A69 Further to Condition A61(12) above, the lessee must remove all improvements and rehabilitate the area to the satisfaction of the Minister administering the Land Act 1994 from the date of expiry or forfeiture of the lease.
- A70 If the lessee fails to remove the improvements and rehabilitate the area as detailed in Condition A69 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.
- C342 The lessee must comply with any lawful requirements of Redland Shire Council.
- L109 The lessee must not effect any further structural improvements on the leased land, without the approval of the Minister administering the Land Act 1994 and any other relevant authority, having been first obtained.

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

Search Date: 21/04/2015 16:10

Title Reference: 40043954
Date Created: 13/08/2004

CONDITIONS

L110 The lessee must , to the satisfaction of the Minister administering the Land Act 1994 and Redland Shire Council , maintain all existing improvements on the leased land in a good and substantial state of repair.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 40043954

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status	Location
713923333	DSI/OFFSET LAND VALUATION ACT 2010	24/06/2011 13:33	CUR	GC-GEN -00

UNREGISTERED DEALINGS - NIL

** End of Current State Tenure Search **

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

Reference Details

Reference No. 2014/000849
Action Type: DG 1.1 Conversion
Action Status: Approved by MD

Title Ref:
Previous Title Ref: 40043954
Tenure Type: Deed of Grant

Service Centre: Beenleigh
Region: South East

Interested Parties

Name: Department of Agriculture, Fische / Forest Products South East FMA
Address: 27 OConnell Street, Gympie, QLD, 4570
Ref:

Name: Redland City Council / Redland
Address: PO Box 21, Cleveland, QLD, 4163
Ref:

Description of Land

Total Area (ha): 0.6531 Surveyed
Exclusions/Restrictions/Reservations: No

Lot/Plan Details

Lot/Plan	Area
76/SL4907	0.6531 ha
Parish	County
Stradbroke	Stanley
Local Authority	
Redland City Council	

No Forestry Entitlement

No Future Conservation Areas

Tenancy Details

Tenancy: Sole Tenant

Grantee

STRADBROKE RUTILE PTY LTD ACN 009693074

No Tenant Correspondents

Act References

Act	Section
Land Act 1994	14(1)
Land Act 1994	172(1)

Distribution Of Document

Name: Stradbroke Rutile Pty Ltd / Rosewater East
Address: PO Box 74, ROSEWATER EAST, QLD, 5013
Their Ref:

Encumbrances To Carry Over

Encumbrances Number
713923333

No Parent Titles

No Attached Tenures

No Reserves

Land Value Information

Purpose:
Category:
Sub Category:
Rental Type:
Fixed Rent Expires:
Rate:
Annual Rent:
Purchase Price: \$2015000.00
Sale Price: \$2015000.00
Improvements Value: \$
Deposit: \$

Timber Value: \$
Timber Installment: \$

Further Deed Information

Original Deed Title Ref/Conveyance Number
40043954
Previous Title Ref
40043954

Optional Conditions

Nil

Optional Reservations

All quarry material (as defined by the Forestry Act 1959) on and below the surface of the land

Offer Account

This is not a Tax Invoice

Draft



Department of
Natural Resources and Mines

To ensure proper crediting of your account, please forward both copies of this account if you require a receipt, or one copy if a receipt is not required, together with your payment to:
Department of Natural Resources and Mines, (ABN 59 020 847 551)

Payment Reference:	624685	Account No:	1403000849
Offer Account Date:	24/07/2014	Account Due Date:	21/08/2014
Enquiry Reference:	2014/000849/3		

Applicant: Stradbroke Rutile Pty Ltd
PO Box 74
ROSEWATER EAST QLD 5013
Australia

ABN No.
ACN/ARBN No. 009 693 074

Item Description	Quantity	Amount (\$)	Amount Due (\$)
Total Sale Price (GST Incl if applicable)	1	2015000.00	
Property Value (Input Taxed)	1	2015000.00	2015000.00
Conveyance/Stamp Duty (GST Exempt)	1	96387.50	96387.50
Deed Fee (Div 81)	1	63.30	63.30
Total Payable at Acceptance/Settlement:			\$ 2111450.80

Comment:

Conversion of Term Lease 0/221125 Being Lot 76 on Crown Plan SL4907, Dunwich, North Stradbroke Island

If applicable a Tax Invoice will be provided on completion of this dealing.
4-Mar-2015

Reference Details

Reference No. 2014/000849
Action Type: Lease Renewal
Action Status: Proposed

Title Ref:
Previous Title Ref: 40043954
Tenure Type: Lease for a Term of Years

Service Centre: Beenleigh
Region: South East

Interested Parties

Name: Department of Agriculture, Fische / Forest Products South East FMA
Address: 27 OConnell Street, Gympie, QLD, 4570
Ref:

Name: Redland City Council / Redland
Address: PO Box 21, Cleveland, QLD, 4163
Ref:

Description of Land

Total Area (ha): 0.6531 Surveyed
Exclusions/Restrictions/Reservations: No

Lot/Plan Details

Lot/Plan	Area
76/SL4907	0.6531 ha
Parish	County
Stradbroke	Stanley
Local Authority	
Redland City Council	

No Forestry Entitlement

No Future Conservation Areas

No Tenancy Details

No Tenant Correspondents

No Acts and Sections

Term Of Lease

Commenced:

Expiry Date:

Term:

No Document Recipient

No Encumbrances

Conditions Details

A130 (V1) Category 12 - Residential

SPECIFIED CONDITIONS FOR: Lease for a Term of Years

PURPOSE: residential

STATUTORY CONDITIONS:

Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.

1. **Permitted Use:** The lessee must use the land only for the purpose for which the tenure was issued under the *Land Act 1994*.
2. **Duty of Care:** The lessee has the responsibility for a duty of care, for the land under the *Land Act 1994*.
3. **Rent/Instalment:** The lessee must pay the annual rent/instalment in accordance with the *Land Act 1994* and the Land Regulation 2009.
For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.
4. **Noxious plants:** The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost of which will be recovered from the lessee.
5. **Information to Minister:** The lessee must give the Minister administering the *Land Act 1994*, information the Minister asks for about the tenure.
6. **Monies for Improvements:** No money for improvements is payable by the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee

to the department under this lease have been paid.

REGULATORY CONDITIONS:

A regulatory condition relates to a lease, in accordance with the Land Regulation.

1. **Indemnity:** The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands bought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with:
 - a. the granting of this lease to the lessee;
 - b. the lessee's use and occupation of the land; or
 - c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee.

The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease.

To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease.

2. **Public Liability:** The lessee must effect a public liability insurance policy with an insurer authorised under the *Insurance Act 1973* (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, 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 land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must:
 - a. be for an amount of not less than \$20 million and have no per event sublimit or such higher amounts as the Minister may reasonably require.
 - b. be effected on a "claims occurring" basis; and
 - c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance policy in accordance with the terms of the lease.

The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim.

The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease.

The 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.

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.

3. **Access:** The provision of access, further access or services to the land will not be the responsibility of the State.

4. **Survey Costs:** If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the *Survey and Mapping Infrastructure Act 2003*. This survey plan must be lodged in the land registry within the specified time.
5. **Jurisdiction:** The lessee is subject to the *Land Act 1994* and all other relevant Queensland and Commonwealth legislation.
6. **Compliance with Laws:** The lessee must comply with all lawful requirements of the -
 - a. Local Government; and
 - b. any department within the Queensland or Commonwealth governments (including the department administering the *Land Act 1994*), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land.

SPECIAL CONDITIONS:

These conditions relate to this lease.

Cancellation/Forfeiture

1. The lease may be forfeited/cancelled if not used for the purpose for which it was issued or any subsequent additional purpose, defaults payment of the annual rent or by breach of a condition of the tenure.
2. The lease may be cancelled after giving the lessee reasonable notice in writing, in accordance with the *Land Act 1994*.

Improvements or development on or to the land

1. The lessee must not effect any further structural improvements on the land.
2. The lessee must not effect any structural or further structural or excavation improvements on the land, without the approval of the department administering the *Land Act 1994* and any other relevant authority, having been first obtained.
3. The lessee must, to the satisfaction of the relevant authorities, maintain improvements on the land in a good and substantial state of repair.
4. The lessee must remove the improvements and rehabilitate the area to the satisfaction of the Minister / Chief Executive of the *Land Act 1994*, from the date of termination of the tenure.
5. If the lessee fails to remove the improvements and rehabilitate the area as above, the Minister / Chief Executive administering the *Land Act 1994*, can remove the improvements and is hereby authorised to do whatever is necessary to effect the said removal. The department may recover from the lessee the total cost incurred in the said removal.
6. The lessee must ensure that the development and use of the land meets with the Planning Scheme, Local Laws and requirements of the Redland City Council, binding the lessee.

No Parent Titles

No Attached Tenures

No Reserves

Land Value Information

Purpose:

Category:

Sub Category:

Rental Type:

Fixed Rent Expires:

Rate:

Annual Rent:

Unimproved Capital Value: \$

Sale Price: \$

Improvements Value: \$

Deposit: \$

Timber Value: \$

Timber Installment: \$

No Deeds To Be Issued

Optional Conditions

Nil

Optional Reservations

Nil

SLAM LARIE - Intersection Report

LAYER INTERSECTION SUMMARY

LotPlans found

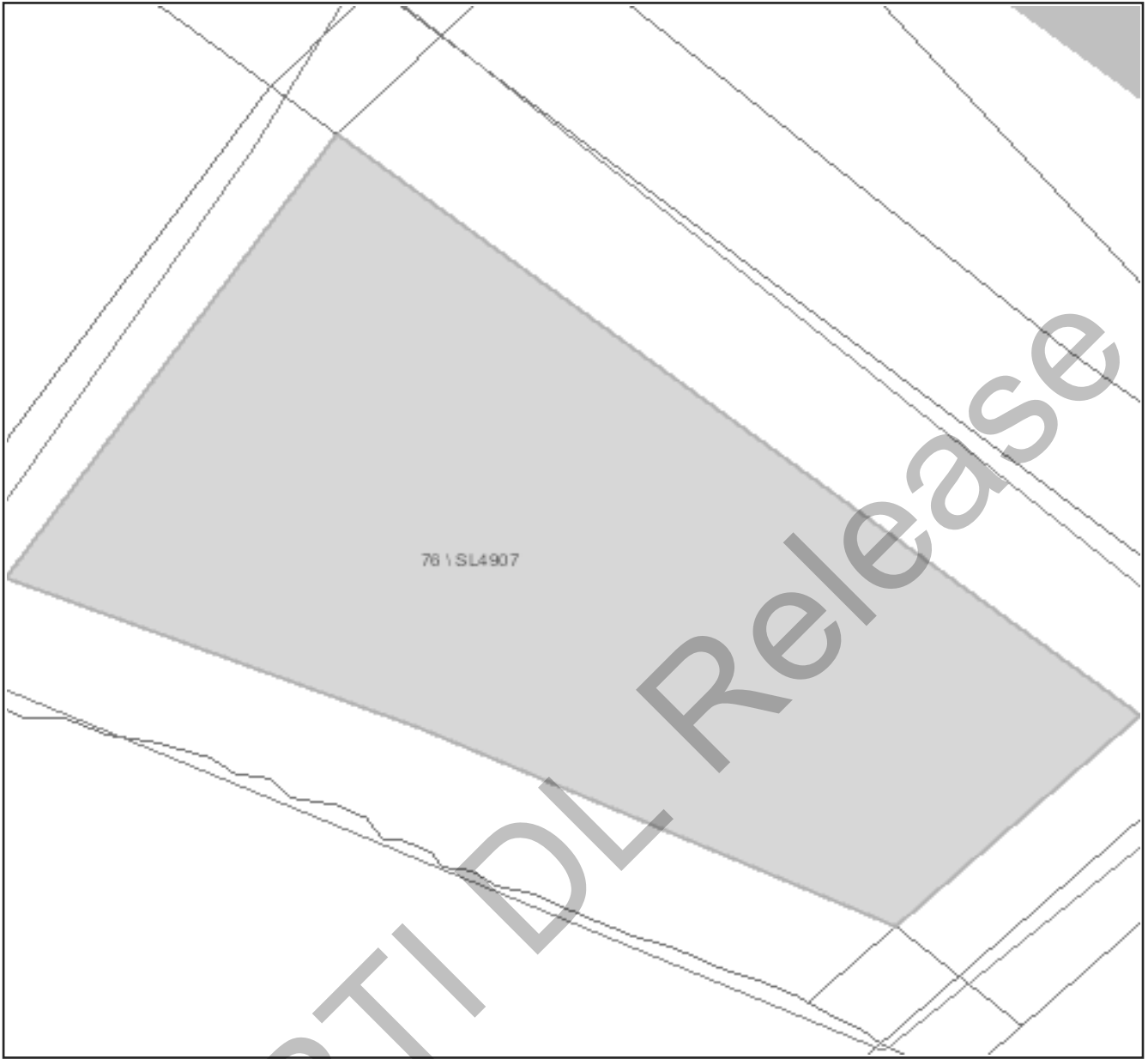
76SL4907

LotPlans not found

Group	Layer Name	Intersected?	Details
Built Environment	Roads (All)	No	
	QLD Railways	No	
Environmental Areas	World Heritage Areas	No	
	Nature Refuge Areas	No	
	QLD Protected Area Estate Type	No	
Fish Habitat Areas	Fish Habitat Areas	No	
Forest Products	Forest entitlement area	No	
	Forest Management Areas	Yes	SOUTH EAST
	Forest Products MUIDs	No	
	Forest Products SUIDs	No	
	Plantation Licence Area	No	
Heritage Register	Heritage Places	No	
Koala	SPP Koala Habitat Value	Yes	
	SPRP Koala Habitat Value	No	
Mining	Qld coal seam gas wells	No	
	Exploration permits for coal	No	
	Exploration permits for petroleum	Yes	
	Exploration permits for minerals	Yes	
	Qld Mining leases	No	
	Qld petroleum leases	No	
	Qld petroleum wells	No	
National trail	National trail	No	
Planning Scheme Zoning	State-Wide Planning Scheme (Zoning)	Yes	Commercial Industry
	State-Wide Planning Scheme (SPA)	Yes	

Regional Planning	DLGP Regional Planning Areas	Yes	South East Queensland Regional Plan
Stock Routes	Stockroute	No	
ULDA	Declared Urban Land Development Areas (ULDA)	No	
Vegetation	Essential Habitat	No	
	High Value Regrowth	No	
Water	Drainage 100K	No	
	Drainage 250K	No	
	EPP Water 2009 (SEQ)	No	
	Springs	No	
	Dams and Lakes 100k	No	
	Dams and weirs	No	
	Waterbodies 10M	No	
	Groundwater bores	No	
	Groundwater monitoring network	No	
	Water Resource Planning Area	No	
Wetlands	Wetlands - Directory of Important Wetlands	Yes	

DAFER TIDL Release



SLAM LARIE INTERSECTION REPORT – INTERNAL MAP

Map Printed:

Author:

- QLD Railways
- Drainage 100k
- Cadastre Roads (Major)
- Dual Carriageway
- Principal Road Roads (Minor)
- Secondary Road
- Minor Road
- Track



NON STANDARD MAP

All datasets are updated as they become available to provide the most current information as of the date shown on this map.

Disclaimer:

While every care is taken to ensure the accuracy of this product, the Department of Natural Resources and Mines, makes no representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and liability (including indirect or consequential damage) costs which you might incur as a result of the product being inaccurate or incomplete in any way and for any reason.

Produced by: The Department of Natural Resources and Mines

Horizontal Datum: Geocentric Datum of Australia 1994 (GDA94)

Cadastral data provided with the permission of the Department of Natural Resources and Mines

Property boundaries shown on this map are provided as a locational aid only. DCDB boundaries do not represent legal cadastral boundaries

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

Search Date: 02/03/2015 15:38

Title Reference: 40043954
Date Created: 13/08/2004

Previous Title: 17748095

DESCRIPTION OF LAND

Tenure Reference: TL 0/221125

Lease Type: TERM

LOT 76 CROWN PLAN SL4907 Parish of STRADBROKE
County of STANLEY
Local Government: REDLAND

Area: 0.653100 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
RESIDENTIAL

TERM OF LEASE

Term and day of beginning of lease

Term: 10 years commencing on 20/07/2004

Expiring on 19/07/2014

Extended to 19/07/2015

REGISTERED LESSEE

STRADBROKE RUTILE PTY LTD A.C.N. 009 693 074

CONDITIONS

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

Search Date: 02/03/2015 15:38

Title Reference: 40043954

Date Created: 13/08/2004

CONDITIONS

- A61
- (1) The lessee must use the leased land for residential purposes namely single person's quarters and no other purpose whatsoever.
 - (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 Shire 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 indemnifies and agrees to keep indemnified the State of Queensland, Crown Instrumentalities, local governments and other statutory bodies (the Indemnified) 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 State of Queensland granting this lease to the lessee and which is connected to or resulting from the lessees' use and occupation of the leased land (all referred to as the indemnified acts or omissions) save to the extent that the Claim arises as a result of any negligent act or omission of the State of Queensland. The lessee hereby releases and discharges the Indemnified from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified.
 - (9) 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 Shire Council, binding on the lessee.
 - (10) The lessee must give the Minister administering the Land Act

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

Search Date: 02/03/2015 15:38

Title Reference: 40043954

Date Created: 13/08/2004

CONDITIONS

- 1994, information about the lease, when requested.
- (11) The lessee must not clear any vegetation on the leased land, unless in accordance with the Integrated Planning Act 1997.
- (12) 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.
- (13) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.
- A68 (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.
- A69 Further to Condition A61(12) above, the lessee must remove all improvements and rehabilitate the area to the satisfaction of the Minister administering the Land Act 1994 from the date of expiry or forfeiture of the lease.
- A70 If the lessee fails to remove the improvements and rehabilitate the area as detailed in Condition A69 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.
- C342 The lessee must comply with any lawful requirements of Redland Shire Council.
- L109 The lessee must not effect any further structural improvements on the leased land, without the approval of the Minister administering the Land Act 1994 and any other relevant authority, having been first obtained.

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

Search Date: 02/03/2015 15:38

Title Reference: 40043954
Date Created: 13/08/2004

CONDITIONS

L110 The lessee must , to the satisfaction of the Minister administering the Land Act 1994 and Redland Shire Council , maintain all existing improvements on the leased land in a good and substantial state of repair.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 40043954

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status	Location
713923333	DSI/OFFSET LAND VALUATION ACT 2010	24/06/2011 13:33	CUR	GC-GEN -00

UNREGISTERED DEALINGS - NIL

** End of Current State Tenure Search **

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

Reference Details

Reference No. 2014/000849
Action Type: DG 1.1 Conversion
Action Status: Approved by MD

Title Ref:
Previous Title Ref: 40043954
Tenure Type: Deed of Grant

Service Centre: Beenleigh
Region: South East

Interested Parties

Name: Department of Agriculture, Fische / Forest Products South East FMA
Address: 27 OConnell Street, Gympie, QLD, 4570
Ref:

Name: Redland City Council / Redland
Address: PO Box 21, Cleveland, QLD, 4163
Ref:

Description of Land

Total Area (ha): 0.6531 Surveyed

Exclusions/Restrictions/Reservations: No

Lot/Plan Details

Lot/Plan	Area
76/SL4907	0.6531 ha
Parish	County
Stradbroke	Stanley
Local Authority	
Redland City Council	

No Forestry Entitlement

No Future Conservation Areas

Tenancy Details

Tenancy: Sole Tenant

Grantee

STRADBROKE RUTILE PTY LTD ACN 009693074

No Tenant Correspondents

Act References

Act	Section
Land Act 1994	14(1)
Land Act 1994	172(1)

Distribution Of Document

Name: Stradbroke Rutile Pty Ltd / Rosewater East
Address: PO Box 74, ROSEWATER EAST, QLD, 5013
Their Ref:

Encumbrances To Carry Over

Encumbrances Number
713923333

No Parent Titles

No Attached Tenures

No Reserves

Land Value Information

Purpose:

Category:

Sub Category:

Rental Type:

Fixed Rent Expires:

Rate:

Annual Rent:

Purchase Price: \$2015000.00

Sale Price: \$2015000.00

Improvements Value: \$

Deposit: \$

Timber Value: \$

Timber Installment: \$

Further Deed Information

Original Deed Title Ref/Conveyance Number

40043954

Previous Title Ref

40043954

Optional Conditions

Nil

Optional Reservations

All quarry material (as defined by the Forestry Act 1959) on and below the surface of the land

Reference Details

Reference No. 2014/000849
Action Type: Lease Renewal
Action Status: Proposed

Title Ref:
Previous Title Ref: 40043954
Tenure Type: Lease for a Term of Years

Service Centre: Beenleigh
Region: South East

Interested Parties

Name: Department of Agriculture, Fische / Forest Products South East FMA
Address: 27 OConnell Street, Gympie, QLD, 4570
Ref:

Name: Redland City Council / Redland
Address: PO Box 21, Cleveland, QLD, 4163
Ref:

Description of Land

Total Area (ha): 0.6531 Surveyed
Exclusions/Restrictions/Reservations: No

Lot/Plan Details

Lot/Plan	Area
76/SL4907	0.6531 ha
Parish	County
Stradbroke	Stanley
Local Authority	
Redland City Council	

No Forestry Entitlement

No Future Conservation Areas

No Tenancy Details

No Tenant Correspondents

No Acts and Sections

Term Of Lease

Commenced:

Expiry Date:

Term:

No Document Recipient

No Encumbrances

Conditions Details

A130 (V1) Category 12 - Residential

SPECIFIED CONDITIONS FOR: Lease for a Term of Years

PURPOSE: residential

STATUTORY CONDITIONS:

Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.

1. **Permitted Use:** The lessee must use the land only for the purpose for which the tenure was issued under the *Land Act 1994*.
2. **Duty of Care:** The lessee has the responsibility for a duty of care, for the land under the *Land Act 1994*.
3. **Rent/Instalment:** The lessee must pay the annual rent/instalment in accordance with the *Land Act 1994* and the Land Regulation 2009.
For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.
4. **Noxious plants:** The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost of which will be recovered from the lessee.
5. **Information to Minister:** The lessee must give the Minister administering the *Land Act 1994*, information the Minister asks for about the tenure.
6. **Monies for Improvements:** No money for improvements is payable by the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee

to the department under this lease have been paid.

REGULATORY CONDITIONS:

A regulatory condition relates to a lease, in accordance with the Land Regulation.

1. **Indemnity:** The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands brought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with:
 - a. the granting of this lease to the lessee;
 - b. the lessee's use and occupation of the land; or
 - c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee.

The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease.

To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease.

2. **Public Liability:** The lessee must effect a public liability insurance policy with an insurer authorised under the *Insurance Act 1973* (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, 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 land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must:
 - a. be for an amount of not less than \$20 million and have no per event sublimit or such higher amounts as the Minister may reasonably require.
 - b. be effected on a "claims occurring" basis; and
 - c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance policy in accordance with the terms of the lease.

The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim.

The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease.

The 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.

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.

3. **Access:** The provision of access, further access or services to the land will not be the responsibility of the State.

4. **Survey Costs:** If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the *Survey and Mapping Infrastructure Act 2003*. This survey plan must be lodged in the land registry within the specified time.
5. **Jurisdiction:** The lessee is subject to the *Land Act 1994* and all other relevant Queensland and Commonwealth legislation.
6. **Compliance with Laws:** The lessee must comply with all lawful requirements of the -
 - a. Local Government; and
 - b. any department within the Queensland or Commonwealth governments (including the department administering the *Land Act 1994*), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land.

SPECIAL CONDITIONS:

These conditions relate to this lease.

Cancellation/Forfeiture

1. The lease may be forfeited/cancelled if not used for the purpose for which it was issued or any subsequent additional purpose, defaults payment of the annual rent or by breach of a condition of the tenure.
2. The lease may be cancelled after giving the lessee reasonable notice in writing, in accordance with the *Land Act 1994*.

Improvements or development on or to the land

1. The lessee must not effect any further structural improvements on the land.
2. The lessee must not effect any structural or further structural or excavation improvements on the land, without the approval of the department administering the *Land Act 1994* and any other relevant authority, having been first obtained.
3. The lessee must, to the satisfaction of the relevant authorities, maintain improvements on the land in a good and substantial state of repair.
4. The lessee must remove the improvements and rehabilitate the area to the satisfaction of the Minister / Chief Executive of the *Land Act 1994*, from the date of termination of the tenure.
5. If the lessee fails to remove the improvements and rehabilitate the area as above, the Minister / Chief Executive administering the *Land Act 1994*, can remove the improvements and is hereby authorised to do whatever is necessary to effect the said removal. The department may recover from the lessee the total cost incurred in the said removal.
6. The lessee must ensure that the development and use of the land meets with the Planning Scheme, Local Laws and requirements of the Redland City Council, binding the lessee.

No Parent Titles

No Attached Tenures

No Reserves

Land Value Information

Purpose:

Category:

Sub Category:

Rental Type:

Fixed Rent Expires:

Rate:

Annual Rent:

Unimproved Capital Value: \$

Sale Price: \$

Improvements Value: \$

Deposit: \$

Timber Value: \$

Timber Installment: \$

No Deeds To Be Issued

Optional Conditions

Nil

Optional Reservations

Nil

Reference Details

Reference No. 2014/000849
Action Type: DG 1.1 Conversion
Action Status: Approved by MD

Title Ref:
Previous Title Ref: 40043954
Tenure Type: Deed of Grant

Service Centre: Beenleigh
Region: South East

Interested Parties

Name: Department of Agriculture, Fische / Forest Products South East FMA
Address: 27 OConnell Street, Gympie, QLD, 4570
Ref:

Name: Redland City Council / Redland
Address: PO Box 21, Cleveland, QLD, 4163
Ref:

Description of Land

Total Area (ha): 0.6531 Surveyed

Exclusions/Restrictions/Reservations: No

Lot/Plan Details

Lot/Plan	Area
76/SL4907	0.6531 ha
Parish	County
Stradbroke	Stanley
Local Authority	
Redland City Council	

No Forestry Entitlement

No Future Conservation Areas

Tenancy Details

Tenancy: Sole Tenant

Grantee

STRADBROKE RUTILE PTY LTD ACN 009693074

No Tenant Correspondents

Act References

Act	Section
Land Act 1994	14(1)
Land Act 1994	172(1)

Distribution Of Document

Name: Stradbroke Rutile Pty Ltd / Rosewater East
Address: PO Box 74, ROSEWATER EAST, QLD, 5013
Their Ref:

Encumbrances To Carry Over

Encumbrances Number
713923333

No Parent Titles

No Attached Tenures

No Reserves

Land Value Information

Purpose:

Category:

Sub Category:

Rental Type:

Fixed Rent Expires:

Rate:

Annual Rent:

Purchase Price: \$2015000.00

Sale Price: \$2015000.00

Improvements Value: \$

Deposit: \$

Timber Value: \$

Timber Installment: \$

Further Deed Information

Original Deed Title Ref/Conveyance Number

40043954

Previous Title Ref

40043954

Optional Conditions

Nil

Optional Reservations

All quarry material (as defined by the Forestry Act 1959) on and below the surface of the land

Reference Details

Reference No. 2014/000849
Action Type: Lease Renewal
Action Status: Proposed

Title Ref:
Previous Title Ref: 40043954
Tenure Type: Lease for a Term of Years

Service Centre: Beenleigh
Region: South East

Interested Parties

Name: Department of Agriculture, Fische / Forest Products South East FMA
Address: 27 OConnell Street, Gympie, QLD, 4570
Ref:

Name: Redland City Council / Redland
Address: PO Box 21, Cleveland, QLD, 4163
Ref:

Description of Land

Total Area (ha): 0.6531 Surveyed
Exclusions/Restrictions/Reservations: No

Lot/Plan Details

Lot/Plan	Area
76/SL4907	0.6531 ha
Parish	County
Stradbroke	Stanley
Local Authority	
Redland City Council	

No Forestry Entitlement

No Future Conservation Areas

No Tenancy Details

No Tenant Correspondents

No Acts and Sections

Term Of Lease

Commenced:

Expiry Date:

Term:

No Document Recipient

No Encumbrances

Conditions Details

A130 (V1) Category 12 - Residential

SPECIFIED CONDITIONS FOR: Lease for a Term of Years

PURPOSE: residential

STATUTORY CONDITIONS:

Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.

1. **Permitted Use:** The lessee must use the land only for the purpose for which the tenure was issued under the *Land Act 1994*.
2. **Duty of Care:** The lessee has the responsibility for a duty of care, for the land under the *Land Act 1994*.
3. **Rent/Instalment:** The lessee must pay the annual rent/instalment in accordance with the *Land Act 1994* and the Land Regulation 2009.
For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.
4. **Noxious plants:** The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost of which will be recovered from the lessee.
5. **Information to Minister:** The lessee must give the Minister administering the *Land Act 1994*, information the Minister asks for about the tenure.
6. **Monies for Improvements:** No money for improvements is payable by the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee

to the department under this lease have been paid.

REGULATORY CONDITIONS:

A regulatory condition relates to a lease, in accordance with the Land Regulation.

1. **Indemnity:** The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands bought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with:
 - a. the granting of this lease to the lessee;
 - b. the lessee's use and occupation of the land; or
 - c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee.

The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease.

To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease.

2. **Public Liability:** The lessee must effect a public liability insurance policy with an insurer authorised under the *Insurance Act 1973* (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, 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 land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must:
 - a. be for an amount of not less than \$20 million and have no per event sublimit or such higher amounts as the Minister may reasonably require.
 - b. be effected on a "claims occurring" basis; and
 - c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance policy in accordance with the terms of the lease.

The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim.

The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease.

The 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.

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.

3. **Access:** The provision of access, further access or services to the land will not be the responsibility of the State.

4. **Survey Costs:** If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the *Survey and Mapping Infrastructure Act 2003*. This survey plan must be lodged in the land registry within the specified time.
5. **Jurisdiction:** The lessee is subject to the *Land Act 1994* and all other relevant Queensland and Commonwealth legislation.
6. **Compliance with Laws:** The lessee must comply with all lawful requirements of the -
 - a. Local Government; and
 - b. any department within the Queensland or Commonwealth governments (including the department administering the *Land Act 1994*), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land.

SPECIAL CONDITIONS:

These conditions relate to this lease.

Cancellation/Forfeiture

1. The lease may be forfeited/cancelled if not used for the purpose for which it was issued or any subsequent additional purpose, defaults payment of the annual rent or by breach of a condition of the tenure.
2. The lease may be cancelled after giving the lessee reasonable notice in writing, in accordance with the *Land Act 1994*.

Improvements or development on or to the land

1. The lessee must not effect any further structural improvements on the land.
2. The lessee must not effect any structural or further structural or excavation improvements on the land, without the approval of the department administering the *Land Act 1994* and any other relevant authority, having been first obtained.
3. The lessee must, to the satisfaction of the relevant authorities, maintain improvements on the land in a good and substantial state of repair.
4. The lessee must remove the improvements and rehabilitate the area to the satisfaction of the Minister / Chief Executive of the *Land Act 1994*, from the date of termination of the tenure.
5. If the lessee fails to remove the improvements and rehabilitate the area as above, the Minister / Chief Executive administering the *Land Act 1994*, can remove the improvements and is hereby authorised to do whatever is necessary to effect the said removal. The department may recover from the lessee the total cost incurred in the said removal.
6. The lessee must ensure that the development and use of the land meets with the Planning Scheme, Local Laws and requirements of the Redland City Council, binding the lessee.

No Parent Titles

No Attached Tenures

No Reserves

Land Value Information

Purpose:
Category:
Sub Category:
Rental Type:
Fixed Rent Expires:
Rate:
Annual Rent:
Unimproved Capital Value: \$
Sale Price: \$
Improvements Value: \$
Deposit: \$

Timber Value: \$
Timber Installment: \$

No Deeds To Be Issued

Optional Conditions

Nil

Optional Reservations

Nil

eLVAS Client Interaction Report

For Interaction id: 1205346

Contact Details

Business unit: State Land Asset Management
Business context: Verbal (Outwards) Case
Interaction method: Telephone
Interaction date: 21-Nov-2014 10:48 AM
Entered by: Howard, Judith
Reference:

Contact with: s.73 , Sibelco Australia Limited, South Brisbane

Documents

Document Type	Title	Received/Sent
---------------	-------	---------------

Interaction Record History

Service Centre: Beenleigh

Associated to Case: 2014/000849

Revision No.: 0

Updated by: Howard, Judith

Date: 21-Nov-2014

Details: Spoke with from Sibelco to advise the EOT was due 21/11/14, he advised that he has received approval from Belgium to pay the offer account and that he is in the process of organising the cheque payment and hope to have this by January 2015 to meet with Sibelco budgetry requirements.

Assignment History

Reference Details

Reference No. 2014/000849
Action Type: DG 1.1 Conversion
Action Status: Approved by MD

Title Ref:
Previous Title Ref: 40043954
Tenure Type: Deed of Grant

Service Centre: Beenleigh
Region: South East

Interested Parties

Name: Department of Agriculture, Fische / Forest Products South East FMA
Address: 27 OConnell Street, Gympie, QLD, 4570
Ref:

Name: Redland City Council / Redland
Address: PO Box 21, Cleveland, QLD, 4163
Ref:

Description of Land

Total Area (ha): 0.6531 Surveyed
Exclusions/Restrictions/Reservations: No

Lot/Plan Details

Lot/Plan	Area
76/SL4907	0.6531 ha
Parish	County
Stradbroke	Stanley
Local Authority	
Redland City Council	

No Forestry Entitlement

No Future Conservation Areas

Tenancy Details

Tenancy: Sole Tenant

Grantee

STRADBROKE RUTILE PTY LTD ACN 009693074

No Tenant Correspondents

Act References

Act	Section
Land Act 1994	14(1)
Land Act 1994	172(1)

Distribution Of Document

Name: Stradbroke Rutile Pty Ltd / Rosewater East
Address: PO Box 74, ROSEWATER EAST, QLD, 5013
Their Ref:

Encumbrances To Carry Over

Encumbrances Number
713923333

No Parent Titles

No Attached Tenures

No Reserves

Land Value Information

Purpose:

Category:

Sub Category:

Rental Type:

Fixed Rent Expires:

Rate:

Annual Rent:

Purchase Price: \$2015000.00

Sale Price: \$2015000.00

Improvements Value: \$

Deposit: \$

Timber Value: \$

Timber Installment: \$

Further Deed Information

Original Deed Title Ref/Conveyance Number

40043954

Previous Title Ref

40043954

Optional Conditions

Nil

Optional Reservations

All quarry material (as defined by the Forestry Act 1959) on and below the surface of the land

Reference Details

Reference No. 2014/000849
Action Type: DG 1.1 Conversion
Action Status: Proposed

Title Ref:
Previous Title Ref: 40043954
Tenure Type: Deed of Grant

Service Centre: Beenleigh
Region: South East

Interested Parties

Name: Department of Agriculture, Fische / Forest Products South East FMA
Address: 27 OConnell Street, Gympie, QLD, 4570
Ref:

Name: Redland City Council / Redland
Address: PO Box 21, Cleveland, QLD, 4163
Ref:

Description of Land

Total Area (ha): 0.6531 Surveyed
Exclusions/Restrictions/Reservations: No

Lot/Plan Details

Lot/Plan	Area
76/SL4907	0.6531 ha
Parish	County
Stradbroke	Stanley
Local Authority	
Redland City Council	

No Forestry Entitlement

No Future Conservation Areas

No Tenancy Details

No Tenant Correspondents

Act References

Act	Section
Land Act 1994	14(1)
Land Act 1994	172(1)

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Deposit: \$

Timber Value: \$

Timber Installment: \$

Further Deed Information

Original Deed Title Ref/Conveyance Number

40043954

Previous Title Ref

40043954

Optional Conditions

Nil

Optional Reservations

All quarry material (as defined by the Forestry Act 1959) on and below the surface of the land

Offer Account

This is not a Tax Invoice

Draft



Department of
Natural Resources and Mines

To ensure proper crediting of your account, please forward both copies of this account if you require a receipt, or one copy if a receipt is not required, together with your payment to:
Department of Natural Resources and Mines, (ABN 59 020 847 551)

Payment Reference:	624685	Account No:	
Offer Account Date:	22/07/2014	Account Due Date:	19/08/2014
Enquiry Reference:	2014/000849/3		

Applicant: Stradbroke Rutile Pty Ltd
PO Box 74
ROSEWATER EAST QLD 5013
Australia

ABN No.
ACN/ARBN No. 009 693 074

Item Description	Quantity	Amount (\$)	Amount Due (\$)
Total Sale Price (GST Incl if applicable)	1	2015000.00	
Property Value (Input Taxed)	1	2015000.00	2015000.00
Conveyance/Stamp Duty (GST Exempt)	1	96387.50	96387.50
Deed Fee (Div 81)	1	63.30	63.30
Total Payable at Acceptance/Settlement:			\$ 2111450.80

Comment:

Conversion of Term Lease 0/221125 Being Lot 76 on Crown Plan SL4907, Dunwich, North Stradbroke Island

If applicable a Tax Invoice will be provided on completion of this dealing.
22-Jul-2014

OSRQLD/WD_TFR_CALC_COMP [Web Dynpro for ABAP] - Windows Internet Explorer
 http://amun.osi.qld.gov.au/sap/osrqld/wd_tfr_calc_com

Convert Select
 Favorites KONC452_1_1 Native Title Work Procedu... LTLr Suggested Sites Home - Policy Register OSR Connect

OSRQLD/WD_TFR_CALC_COMP [Web Dynpro f...]

Default Lodgement Date used
 No interest has accrued on this transaction

Transfer Duty Calculator

Clear Report Calculate Help

Enter the details and click 'Calculate'.

Document details

File reference (optional):
 Document date: 22.07.2014
 Unconditional date (if applicable):
 Date that document is due to be lodged at OSR: 21.08.2014
 Date document will be lodged and paid at OSR: 22.07.2014

Assessment type?: Commissioner Assessment Self Assessment

Next

Nature of interest

Previous Show nature of interest as a fraction, eg. 1/2, 1/3, 1.
 First home vacant land concession calculation?: Yes No

First home vacant land:
 First home:
 Home:
 No concession claimed: 1

Property

Unencumbered value of entire property: 2,015,000.00
 Value of any non-residential property: 0.00

Is the acquisition wholly or partly by way of gift: Yes No

Assessment details

Assessment due date: 05.08.2014
 Duty payable (in \$): 96,387.50

Unpaid Tax Interest (UTI) details

Non-compliance period (in days): 0
 UTI start date: 06.08.2014
 Number of days UTI accrued (in days): 0
 UTI rate (% p.a.): 0.0000
 Daily UTI amount (in \$): 0.00
 UTI to be paid with lodgement (in \$): 0.00
Total liability (in \$) 96,387.50

Clear Report Calculate Help

Tuesday, 22 July 2014 08:20:23
 © The State of Queensland (Office of State Revenue) 2008. Version 1.0

Internet | Protected Mode: On 100%

SLAM – Internal Document

Submission

Date: 22 July 2014 **Application Type:** Conversion of Lease

eLVAS Case Id: 2014/000849

Applicant & Fee: Stradbroke Rutile Pty Ltd, application fee of \$236.20 paid on Lais 2114621
Lodger: Sibelco Australia Limited (Sibelco)

Description of Land: Lot 76 on SL4907, Parish of Stradbroke, County of Stanley
 Title Reference 40043954

Local Government: Redland City Council

Tenure: Term Lease 0/221125

Date of expiry of the Lease (where relevant): 19/07/2015

Proposed Action: New Tenure – D.G 1.1 Conversion

Background:

Special Lease 6/47287 (Title Reference 17552079), was issued on the 1 September 1984 for a term of ten years to Titanium and Zirconium Industries Pty Ltd for Residential (workforce) purposes;

Special Lease 0/200807 (Title Reference 17748095) was issued on the 1 September 1994 for a term of ten years to Consolidated Rutile Limited for Single Person's Quarters

Term Lease 0/221125 being Lot 76 on Crown Plan SL4907 was issued to Stradbroke Rutile Pty Ltd on the 20 July 2004 expiring on the 19 July 2014 for residential purposes, a short term extension of the lease has been approved to allow the renewal process to continue, the expiry date is now the 19 July 2015.

Stradbroke Rutile made application for the renewal of the term lease, and then made application for the conversion of the term lease to freehold. The conversion is being processed on 2014/000849.

Noting database: 14N1410

File check: No outstanding issues were found on tenure file 40043954

eLVAS check: No outstanding issues were found in elvas

Checklist: An assessment of the most appropriate use of Lot 76 on SL4907 would be for the conversion of the term lease.

Native Title: A native title assessment has found the Module BA & BB apply please see attached native title assement

Cultural Heritage: A search of the cultural heritage database has revealed no sites located

Contaminated Land: A search of the environmental management register and contaminated land register revealed no sites located

Rent: 15-424 Rent for Term Lease 0/221125 is currently paid with a nil balance owing

Interested Parties Views: Views have been requested from Redland City Council (RCC), and Department of Agriculture, Fisheries and Forestry (Forestry)

RCC advised via letter dated 16 July 2014 no objection, subject to any native title issues being addressed
Forestry advised via by email dated 14 July 2014 no objection and forestry have no commercial interest.

Inspection and Valuation: The valuation has been endorsed by the Specialist Coordinating Valuer Beenleigh

Issues Identified during previous inspection (October 2007)

All structures have been marked with warning signs regarding possible asbestos contamination. The cost of demolition of domestic type housing on Stradbroke Island, including the safe removal of asbestos wall claddings, floor tiles and roof cladding is \$110.00 per square metre, as of May 2014. Accordingly the cost of removal of existing structures can be calculated as follows:

6m x 18.5m = 111m ²	\$12,210
10m x 18.5m = 185m ²	\$20,350
6m x 18.5m = 111m ²	\$12,210
4.5m x 13m = 58.5m ²	\$6,435
6m x 32m = 192m ²	\$21,120
8m x 15m = 120m ²	\$13,200
6m x 19m = 114m ²	\$12,540
6m x 19m = 114m ²	\$12,540
7m x 13.5m = 94.5m ²	\$10,395
6m x 9m = 54m ²	\$5,940
6m x 19m = 114m ²	\$12,540
Total	\$139,480

Thus leading to the valuation calculation:

6531m² @ \$330/m² = \$2,155,230

Less \$139,480

Valuation is \$2,015,750

Adopt \$2,015,000

Survey: Plan SL4907 is suitable for the renewal of Term Lease 0/221125

Access: access is via Ballow Street, Dunwich

Departmental Policies And Relevant Legislation:

PUX/901/101 Version 3.5 – Land Allocation: Deciding Most Appropriate Use, Tenure and Management

PUX/901/656 Version 1.04 – Valuations for Dealings un the Land Act 1994

PUX/952/100 Version 9 – Making and Managing Offers

PUX/952/094 Version 1.03 – Undertaking a Land Evaluation Report Prior to Lease Renewal, Lease Convesion and State Land Allocation

PUX/952/106 Version 1.03 – Deciding the most appropriate tenure of State land – Guideline for State Land Asset Management

PUX/952/121 Version 2 – Conversion of Leasehold Tenure

PUX/952/102 Version 2 – Lease Renewal and Conversion Surveys

Section 16 of the Land Act 1994 states:

Before land is allocated under this Act, the chief executive must evaluate the land to assess the most appropriate tenure and use for the land. The evaluation must take account of State, regional and local planning strategies and policies and the object of this Act.

Section 165 to 172 of the Land Act 1994 – Conversion of tenure – These sections deal with application, chief executive approval, provisions for deciding application, written notice of chief executive's decision, purchase price, offer acceptance and issuing of new tenure.

Section 327A of the *Land Act 1994* – Surrender of a lease – states the terms on which the Minister may surrender a lease.

A surrender form will be included as a part of the offer documentation to enable the lessee to surrender the special lease

Section 331 of the *Land Act 1994* – Effect of surrender on existing interests.

(2) If a lease or freehold land is absolutely surrendered, all interests are extinguished from the day the surrender is registered

Assessment

Under section 16 of the *Land Act 1994*, the Department is required to consider and assess the most appropriate tenure and use of land when it is being considered for allocation. This Department has investigated the application for conversion and is satisfied the most appropriate tenure and use of the land is to convert to freehold.

In the making of my submission the provisions of Section 167 of the *Land Act 1994* were taken into consideration:

- (a) Whether part of the lease lands needs to be set apart and declared a State forest under the *Forestry Act 1959*; **not applicable - land is within an area that has been developed for purposes that are consistent with the term lease**
- (b) Whether part of the lease land is better suited for long-term forest management for the production of indigenous timbers of commercial value than for all other forms of primary production; **not applicable – no indigenous timber as land is developed for purposes that are consistent with the term lease.**
- (c) Whether the public interest could be adversely affected, other than about an issue mentioned in paragraph (a) or (b), if the lease were converted; **the interest of the public will not be affected by the conversion of this lease as the surrounding area is used for purposes that are consistent with the term lease.**
- (d) Whether part of the lease land is needed for environmental or nature conservation purposes; **not applicable as surrounding area is for purposes that are consistent with the term lease.**
- (e) The condition of the lease land; **lease land has been used and developed as for purposes that are consistent with the term lease.**
- (f) The extent to which the lease land suffers from, or is at risk of, land degradation; **not applicable as land has been developed as for purposes that are consistent with the term lease.**
- (g) Whether the lessee has complied with, or to what extent the lessee has complied with, the conditions of the lease and with any land management agreement for the lease; **the lessee has complied with the conditions of the lease.**
- (h) Whether part of the lease land has a more appropriate use from a land planning perspective; **Subject land is situated within the township of Dunwich and is used for the purpose of accommodation, Redland City Council has no objection to the conversion. It is considered that the current usage as accommodation is the highest and best use.**
- (i) Whether part of the lease land is on an island or its location, topography, geology, accessibility, heritage importance, aesthetic appeal or like issues make it special; **the subject land is located on Stradbroke Island, there are no issues that could be considered special, a search of the Cultural Heritage database revealed no sites located, the interested parties views received gave no indication that the land is special in any way.**
- (j) Whether part of the lease land is needed for a public purpose; **not applicable.**
- (k) The most appropriate form of tenure for the leased land; **the most appropriate use assessment report indicates the most appropriate use of the land would be the conversion to Freehold**
- (l) The lessee's record of compliance with this Act; **Office records denote that the lessee has complied with the conditions of the lease.**
- (m) The natural environmental values of the leased land; **the local authority offered no objection to the conversion of this lease which has been fully developed for its stated purpose, being residential accommodation**

Requirements of offer:

- Complete and return Signed Agreement
- Payment of the account for the issue of Conversion
- Return of executed surrender form for the surrender of Term Lease 0/221125

Recommendation:

- It is recommended that the application be considered by the Minister in terms of Section 167 of the *Land Act 1994*; and
- Subsequently, the approval of the Minister is sought for the conversion of Term Lease 0/221125 to freehold tenure, as set out above, in terms of section 168 of the *Land Act 1994*.

Requirements:

1. Ensure the completion of the Agreement by all proposed tenure holders or their authorised representatives and submit to this office;
2. Payment of an amount sufficient amount of money to cover either the full purchase price or required deposit and associated fees as detailed in the attached account. A Tax Invoice will not be issued until all requirements have been satisfied;
3. Execute the attached Form LA16 – Surrender of Lease and return to this office.

Submitted by:

.....
Judi Howard
Land Administration Officer

Agreement to Offer conversion of a lease – Requirements and notification of acceptance of offer

DNRM reference number: 2014/000849

OVERVIEW

Subject to compliance with the Offer Requirements as set out in this document, approval has been given to the making of this offer in relation to the conversion to freehold of Term Lease 0/221125 over Lot 76 on Crown Plan SL4907, subject to the terms and conditions stated below.

Your completion and return of this form together with payment of the attached account constitutes written agreement to the offer and the subsequent issue of tenure on the stated terms and conditions.

Note - the Governor's approval for the issue of a Deed of Grant will be sought only if you decide to accept and comply with all conditions of the offer.

OFFER REQUIREMENTS

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

1. Completion and return of this Agreement. This agreement document must be completed by all proposed tenure holders.
2. Forwarding of the sum of \$2,111,450.80 as detailed in the attached account. A copy of the account should be returned to the department along with your payment.

If you cannot pay the whole amount of the account being \$2,111,450.80 by the **22 August 2014** payment of an amount equivalent to the total of all prescribed fees and charges, plus \$10,000. The amount will consist of \$96,387.50 (Stamp Duty) + \$63.30 (Deed Fee) + \$10,000 = **\$106,450.80**. This will need to be paid by 22 August 2014 to accept the Departments' Offer; the balance will be required to be paid by 24 October 2014.

3. Execute the attached Form LA16 – Surrender of Lease and return to this office.

The **Agreement to Offer a conversion of a lease**, together with payment of all required monies, being the amount of \$2,111,450.80, 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.

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 applications for 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 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.

Great state. Great opportunity.



Note –

1. if you do not apply for an extension of time and 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 the purchase price, all conditions and requirements applicable to the dealing. This re-investigation may also result in the application being refused.
2. Required monies -
 - o where the purchase price is \$10,000 or less - payment of an amount equivalent to the total amount of the offer.
 - o where the purchase price is more than \$10,000 - payment of an amount equivalent to the total of all prescribed fees and charges, the calculated GST, plus \$10,000

PARTICULARS OF LAND

Description - Lot 76 on Crown Plan SL4907

Parish- Stradbroke **County-** Stanley

Area (ha) - 0.653100 ha (Surveyed)

Note - this description relates to the area being converted and may include and exclude area from the original tenure.

TENANCY DETAILS

The holders of the Lease being converted will be recorded as the holders of the Deed of Grant/Freeholding Lease.

The holders of the current Lease are:-

NAME

Stradbroke Rutile Pty Ltd A.C.N. 009 693 074

POSTAL ADDRESS of person or Company to whom correspondence is to be addressed

Town/City:

State:

Postcode:

Note – if these particulars are not correct please advise.

PURCHASE PRICE

The purchase price has been determined as at the date of your application at \$2,111,450.80 inclusive of any applicable GST, Stamp Duty and Fees.

The Purchase Price comprises the following –

Unimproved Value of land	\$2,015,000.00
---------------------------------	----------------

The unimproved value of the land is calculated at the day the department received the conversion application.

Payment of the purchase price is required -

- in full, to enable a Deed of Grant to issue

The purchase price detailed above is subject to the appeal provisions outlined in Sections 421-435 of the *Land Act 1994*. Should you wish to appeal the Chief Executive's determined purchase price, you must advise the DNRM Beenleigh, by way of completion of a **Form LA14 – Application for an Internal review of an original decision**, no later than the [Insert date 42 days from date of this letter]. Please note, the initial review of the purchase price (an internal review) is a pre-requisite to your proceedings to the Land Court at a later date if you determine to do so.

Note – A Deed of Grant will only be issued for land contained in a freeholding lease when the conditions of the lease have been fulfilled and the purchase price (all instalments and interest) and all relevant fees have been paid in full.

GOODS AND SERVICES TAX (GST)

Goods and Services Tax (GST) is payable on all land transactions in accordance with *A New Tax System (Goods and Services Tax) Act 1999* unless it is an input taxed supply under Division 40 or specifically exempted from GST under Division 38 of that Act.

Where GST is payable, the annual rent payable by the lessee to the department shall be increased by the amount equal to that which the department is obliged to remit to the Deputy Commissioner of Taxation as GST on the supply.

TAX INVOICE

A tax invoice for obtaining a Deed of Grant will be issued to the registered owner within 28 days of the date of the issue of the deed.

RENT FOR EXISTING LEASE

Please note that pursuant to Section 190(3) of the *Land Act 1994*, rent is still payable on the lease pending the outcome of the conversion process. Rental will continue to be owed to the State until the new tenure issues. After the new tenure has been issued, the balance (if any) of rental credit will be refunded.

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 a 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, and 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 tenure issues, the details of the tenure, including the registered owner/lessees will be registered in the Land Registry which is available to the public to search.

- I/We accept the conditions of the offer and the purchase price and note that this acceptance shall not be effective until I/We have complied with the offer requirements within the time specified; OR
- I/We accept the conditions of the offer but I/we intend to appeal against the purchase price. Form **LA14 - Application for internal review of an original decision** will be lodged with the department within 42 days of date of the offer.

I/We elect to pay the purchase price

- By way of a single payment

DECLARATION BY A CORPORATION

Executed for and on behalf of:

Corporation name

Stradbroke Rutile Pty Ltd

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 Department. A witness is only required for an attorney or other agent where the source of authority requires a witness.

DECLARATION BY AN INDIVIDUAL

Name and Signature of all applicants	In the presence of: Full Name and Signature of Witness

NOTE - This document must be signed by all persons who are nominated as the holder/s of the proposed tenure. If insufficient space please add additional information as an attachment.

A.B.N No.

Dated **day of** **Year**

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

DAFER TTDL RELEASE



Queensland
Government

Department of
Natural Resources and Mines

Author: Judi Howard
File / Ref number 2014/000849
State Land Asset Management
Phone (07)3884 8047

22 July 2014

Sibelco Australia Limited
Level 3, 99 Melbourne Street
SOUTH BRISBANE QLD 4101

Attention: s.73

Letter of Offer

Dear

Application for Conversion of Term Lease 0/221125 being Lot 76 on SL4907 to Freehold Ballow Road, Dunwich, North Stradbroke Island

Reference is made to the above application received 26 June 2014 for the conversion of Term Lease 0/221125 being Lot 76 on Crown Plan SL4907 to Freehold.

It is advised that approval will be sought for the issue of a Deed of Grant over Lot 76 on Crown Plan SL4907, subject to the terms and conditions as set out in the attached **Agreement to Offer a Conversion of a Lease** and compliance with the requirements of offer to Stradbroke Rutile Pty Ltd.

The attached agreement duly signed, together with payment of all required monies, an amount sufficient to cover either the full purchase price or required deposit and associated fees as detailed in the attached accounts, must be returned to the Department by close of business on 11 April 2014, otherwise this offer lapses (please return the whole agreement). Business days include those days that the Department office is normally open and excludes weekends and public holidays

All conditions of this offer, must be satisfied by close of business on [**Insert Date response required** - a date up to 3 months from the date of the offer] otherwise this offer lapses.

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.

Postal :
DNRM Beenleigh
PO Box 1164
Beenleigh QLD 4207

Telephone : (07)3884 8047
Fax: (07)3884 8079

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.

Note - Section 442 of the Land Act states that if an offer is not accepted in writing within the stated time, the offer lapses. An application to extend the stated time may be made at any time before the time passes.

Once the stated time has passed, an application may only be made within **42 days** after the time has passed. Where an application is made after the stated time has passed but within the following 42 day period, the time can only be extended where exceptional circumstances exist.

No applications for extension of time made after the 42 day period referred to in section 442 will be considered.

If you wish to discuss this matter please contact Judi Howard on (07)3884 8047 or email judi.howard@dnrm.qld.gov.au .

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@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 2014/000849 in any future correspondence.

Yours sincerely

Judi Howard
Land Administration Officer
Beenleigh

SURRENDER OF LEASE / LICENCE / PERMIT

(In accordance with Sections 105, 180, 327 and 481 of the *Land Act 1994*)

THIS APPLICATION IS TO BE LODGED WITH THE NEAREST OFFICE OF THE DEPARTMENT OF NATURAL RESOURCES AND MINES

1. Property Description

Title Reference	Lot/Plan	Parish	Local Government
40043954	Lot 76 on Crown Plan SL4907	Stradbroke	Redland City Council

2. Surrender of Part or Whole of the Lease or Whole of the Licence / Permit Area

*Part or *Whole (*X" which ever is applicable)

If 'Part', specify area (in hectares) being surrendered :

3. Lessee / Licensee / Permittee

Stradbroke Rutile Pty Ltd

4. Conditions of Surrender (If applicable)

5. Execution

We being the lessee in item 3, do hereby surrender and transfer to The State of Queensland, all of our right, title and interest in and to the said lease as described in items 1 and 2, subject to any conditions detailed in item 4.

Witness	Execution Date	Lessee / Licensee / Permittee Signature
.....signature/...../.....
.....full name		
.....qualification		
(eg Legal Practitioner, JP, C.Dec)		

Witness	Execution Date	Lessee / Licensee / Permittee Signature
.....signature/...../.....
.....full name		
.....qualification		
(eg Legal Practitioner, JP, C.Dec)		

Postal :
DNRM Beenleigh
PO Box 1164
Beenleigh Qld 4207

Telephone : (07)3884 8047
Fax: (07)3884 8079



**Queensland
Government**

Notes and Guide to Completion

This form is to be used when either the whole or part of a lease or road licence, or the whole of a permit to occupy or occupation licence issued under the *Land Act 1994* is to be surrendered to The State of Queensland. The surrender may be subject to conditions.

If the lease being surrendered is subject to any mortgage, sublease or sub-sublease, the written consent to the surrender must be obtained from the registered mortgagee, sublessee and/or sub-sublessee on a Land Registry Form 18 (General Consent) and lodged together with the surrender. *NOTE: This does not apply if the document is subject to a surrender or disclaimer under a law about bankruptcy.*

The following explains what should be included in each of the items on the form:

Item 1

The following is an example of how this item should be completed:

Title Reference	Lot/Plan	Parish	Local Government
16243027	Lot 6 on SP137064	Tingalpa	Brisbane City Council

NOTE: If only part of the lease area is being surrendered, only the description of the area being surrendered should be entered in this item.

Item 2

'X' whichever is applicable eg: *Part or *Whole

NOTE: A Permit to Occupy must not be partially surrendered.

Item 3

Insert the full names of the Lessee / Licensee / Permittee

Item 4

If the lease / licence / permit is being surrendered subject to conditions, the relevant condition/s are to be inserted in this item. *Example conditions are as follows:*

- *For the purposes of being granted a new *..... Lease (*Insert Tenure Type eg: Term); or*
- *All that part described as road to be opened on Plan *.....(* Insert Plan Number eg: SP123456).*

NOTE: This list of example conditions is not exhaustive and may be added to as any need arises.

Item 5

The Lessee / Licensee / Permittee is to complete and execute this item where indicated in the presence of a Witness, being a Legal Practitioner, Justice of the Peace or Commissioner for Declarations.

22/07/2014 07:57:09

Report as at Effective Date of 22/07/2014
Report as at Posting Date of 22/07/2014 23:59:59

Report For REGION: SOUTH EAST
DISTRICT OFFICE: BEENLEIGH
LEASE NUMBER: TL 0/221125
TITLE REF: 40043954
LESSEE: STRADBROKE RUTILE PTY LTD

ACCOUNT SUMMARY	Account	Fund Code	Rental Position as at 22/07/2014	Payout as at 22/07/2014
	MAIN	72	\$0.00	N/A
	Outstanding Total		\$0.00	N/A

Account: MAIN

CALL TYPE: NORMAL
ACCOUNT STATE: ACTIVE
EXPIRY DATE: 19/07/2015
ACTIVE CONCESSION:
ACTIVE EXCLUSION:
RENTAL CATEGORY: 12.1 - RESIDENTIAL

MULTIPLE ANNUAL
PAYMENT IMPACT: N
INVOICE TERM: QUARTER
NEXT DUE DATE: 01/09/2014

RENTAL POSITION

Current Billing Period: 01/04/2014 to 30/06/2014
Last Invoiced Period: 01/07/2014 to 30/09/2014
Fund Code: 72
Control Level: 150
Freehold/Leasehold: LEASEHOLD

CURRENT ANNUAL RATE: \$54,307.00 AS AT 22/07/2014
(Exclusive of GST) FROM 22/07/2014
AMOUNT PENDING: \$13,688.34 (Amount due in the near future)
(Inclusive of GST) FROM 22/07/2014
ACCOUNT BALANCE: \$0.00 (Negative balance means A/C in credit)
(Inclusive of GST)
PENALTY CHARGED: \$0.00
PENALTY TO 22/07/2014 \$0.00 (Penalty is charged for late payments)

TOTAL AS AT 22/07/2014 \$0.00

I REFER TO YOUR REQUEST OF THE ____/____/____ REF: _____
CONFIRMING THAT YOU ARE THE REGISTERED LESSEE OR HAVE AUTHORISATION FROM THE LESSEE TO OBTAIN
THIS INFORMATION.

THE ABOVE INFORMATION IS CORRECT ONLY FOR THE DATE OF ISSUE AND MAY BE SUBJECT TO A BACKDATED CHANGE
DUE TO INFORMATION NOT PRESENTLY AVAILABLE TO THE LANDS TENURE LEDGER.

FOR DISTRICT MANAGER
Department of Natural Resources and Mines

____/____/____

***** END OF REPORT *****

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.



Remember to –

- record your tenure and use findings as **research items** in the research layer in QNTIME; and

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

Conversion of Term Lease 0/221125

Proposed Dealing Area

Lot(s)/Plan(s): Lot 76 on Crown Plan SL4907

Parish: Stradbroke County: Stanley

Current Status: Term Lease 0/221125

Locality Description: Ballow Road, Dunwich

Attached Plan/Map: SL4907

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 current title indicates that Lot 76 on Crown Plan SL4907 is covered by the issue of:

- Special Lease 6/47287 (Title Reference 17552079), was issued on the 1 September 1984 for a term of ten years to Titanium and Zirconium Industries Pty Ltd for Residential (workforce) purposes;
- Special Lease 0/200807 (Title Reference 17748095) was issued on the 1 September 1994 for a term of ten years to Consolidated Rutile Limited for Single Person's Quarters
- Term Lease 0/221125 (Title Reference 40043954) was issued on the 20 July 2004 for a term of ten years to Stradbroke Rutile Pty Ltd for Residential purposes
- Term Lease 0/221125 has had a short term extension approve with the end date now 19 July 2015

Special Leases 6/47287 and 0/200807 are valid in relation to Native title as they were granted prior to the 23 December 1996.

The issue of a lease under Section 203(a) of the Land Act 1962-1985 is considered a scheduled interest that has given exclusive possession to the lessee as such an interest is not considered to be consistent with continued existence of Native Title. Native Title therefore no longer exists over the area covered by the lease.

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 special leases can be relied upon

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 Natural Resources and Mines

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.

SLAM – Internal Document

Most appropriate use assessment checklist by SLAM Officer

SLAM details

Date:	<input type="text" value="1"/>	eLVAS Case id:	<input type="text" value="2"/>
SLAM Case Officer:	<input type="text" value="40043954"/>	Regional Office:	<input type="text" value="2014/000849"/>
Description of land:	<input type="text" value="LOt 76 on Crown Plan SL4907"/>		
Land tenure:	<input type="checkbox"/> Road <input checked="" type="checkbox"/> Leased land	<input type="checkbox"/> Reserve <input type="checkbox"/> USL	
Local Government:	<input type="text" value="40043954"/>		
Current use of land:	<input type="text"/>		

Most appropriate use (if issue not listed below use Additional information field)

Legal (dedicated) access	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not known
Physical access	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not known
Public utilities on the subject land or in near vicinity	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is near or in the vicinity of a protected area estate	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Environmental or conservation features identified	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is near or in the vicinity of a watercourse, lake, spring or wetland etc	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject to water management issues	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is in a coastal area	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land needed for a community purpose	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land needed to provide public access	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject to Queensland Cultural Heritage	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Any indigenous cultural heritage issues	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land suitable to be made available under the indigenous Land Acts i.e. the ALA or TSILA	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject to vegetation issues	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject to forest products (commercial timber) or quarry materials	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Contamination issues	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land part of Stock route network or in near vicinity	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is part of Bicentennial national trail	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is within a mining/petroleum area or in the vicinity of a mining/petroleum project	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is used/proposed for grazing and/or agricultural purposes	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is used/proposed for residential purposes	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not known

Subject land is used/proposed for tourist (business) purposes	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is used/proposed for government e.g. State or local government service	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is used/proposed for community group or charity purposes	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Compliance with purpose and tenure conditions	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not known
Illegal uses	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Risk of degradation	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Risks or hazard issues (flood, fire, landslips, public safety etc)	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Evidence of pest animals and plans on the subject land	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input checked="" type="checkbox"/>	Not known
Is proposed use consistent with the Local Government planning scheme, State planning policies and Regional plans	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not known

CONCLUSION

Is the proposed or existing use the most appropriate use of the land? Yes No

Most appropriate tenure

The most appropriate tenure needs to consider (in addition to other issues e.g. government policy where freehold is not supported such as on off shore islands, or freehold is not supported in an area eg. Gold Coast Spit) the degree of oversight the State requires to retain for the land.

The most appropriate tenure is subject to native title being satisfactorily addressed.

Freehold is the predominant tenure in the locality	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not known
Legislation or Policy does not support Freehold tenure (Eg. Off shore islands, or freehold is not supported in an area eg. Gold Coast Spit)	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
On-going protection of the site is required by the State	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Protection or management by the State cannot be adequately managed under a covenant, agreements or planning scheme	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Additional management of the land by the State is required (eg. land management agreement or conditions)	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Land is required for a community purpose defined under the Land Act	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Land is required to be protected for conservation or similar purposes e.g. under the Nature Conservation Act or Forestry Act	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Land is required to be made available under the indigenous Land Acts (Eg.ALA or TSILA)	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Temporary or short term tenure is require	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known

DRAFT DL Release

CONCLUSION (only if Planning advice is not to be sought)

[Insert the most appropriate tenure e.g. freehold, leasehold, reserve]

END DOCUMENT

SLAM Valuation

INSTRUCTION FROM Judi Howard

Business Unit Name (if applicable) **Contact Number 3884 8047**

SLAM

Valuation prepared by **Address**

State Valuation Services

Applicant Details

Stradbroke Rutile Pty Ltd

Purpose of Valuation

Application for conversion of Term Lease 0/221125

PROPERTY DETAILS

Reference **MIS Code**

2014/000849 BEESVS 02557

Property Name / Address **Tenure**

14 – 16 Ballow Road, Dunwich Term Lease

Real Property Description **Property Type** **Encumbrances** **Area**

Lot	76	Plan	CP SL4907	Lands Lease		0.653100 ha
------------	----	-------------	-----------	--------------------	--	--------------------

Indicative Planning **Proposed Use** **Local Authority**

Commercial Industry Unknown Redland City Council

Roads and Access

Situated approximately 450 metres south east of the Dunwich Post office and about 200 metres east of the vehicular ferry terminal via bitumen sealed roads. The subject comprises "island" lot bounded by dedicated roads along its perimeter. The main point of access is along the northern boundary from Ballow Road, which at this section comprises bitumen sealed strip with formed earth shoulder. Secondary access is available from Lang Lane, gravel road used primarily for access to adjoining workshop also held by the lessee. Otter Street along the south eastern boundary comprises partially cleared sandy track. Esplanade (Long Street) along the southern boundary is unformed.

Brief Description of Country

Semi regular (trapezoid) generally cleared lot of medium to high elevation, with gentle cross fall from north west to south east. The land has ready access to the bay and enjoys excellent views over the bay towards the mainland. The southern section of the land may have been partially filled before the commencement of the initial lease.

Improvements

The property has been developed as residential complex housing employees of the lessee and comprises eleven low set accommodation barracks and associated structures. It should be noted that likely presence of asbestos in the structures would result in an additional cost if the site was to be developed to its highest potential.

Additional Comments: Notwithstanding the current zoning council has approved 29 residential units on the site, accordingly it is likely that residential redevelopment of the site with similar density would be allowed.

Services: Electricity, town water, sewerage and telephone are connected to the subject land

Noxious Plants: Nil

Public Use: None apparent

Timber: None of commercial value

Contaminated Land: Does not show in the register.

Basis/Sales (comparisons were made on the rate per square metre)

Property ID	Address	Sale Date	Price	Comments (similar/superior/inferior)
-------------	---------	-----------	-------	--------------------------------------

s.73

The property has been valued in October 2007 at \$380 per square metre. The subsequent market movements across the island would see the rate increased to around \$380 per square metre in 2010, reduced to \$350 in 2011 and further reduced to \$315 per square metre in 2012. Since then there has been slight improvement (currently assessed to be around 5%) and this is reflected in the applied rate of \$330 per square metre.

SLAM Valuation

Issues Identified during previous inspection (October 2007)

All structures have been marked with warning signs regarding possible asbestos contamination. The cost of demolition of domestic type housing on Stradbroke Island, including the safe removal of asbestos wall claddings, floor tiles and roof cladding is \$110.00 per square metre, as of May 2014. Accordingly the cost of removal of existing structures can be calculated as follows:

6m x 18.5m = 111m ²	\$12,210
10m x 18.5m = 185m ²	\$20,350
6m x 18.5m = 111m ²	\$12,210
4.5m x 13m = 58.5m ²	\$6,435
6m x 32m = 192m ²	\$21,120
8m x 15m = 120m ²	\$13,200
6m x 19m = 114m ²	\$12,540
6m x 19m = 114m ²	\$12,540
7m x 13.5m = 94.5m ²	\$10,395
6m x 9m = 54m ²	\$5,940
6m x 19m = 114m ²	<u>\$12,540</u>
	Total \$139,480

Thus leading to the valuation calculation:

6531m ² @ \$330/m ² = \$2,155,230	
<u>Less \$139,480</u>	
\$2,015,750	Adopt \$2,015,000

VALUATION

Date of Valuation	12/05/2014	Date of Inspection	N/A (inspected on previous application)
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VALUATION

\$2,015,000 (TWO MILLION FIFTEEN THOUSAND DOLLARS)

Valuers Signature	Valuers Name / Qualification
s.73	George Dudek AAPI(CPV) Reg Val 2183

Endorsing Officers Signature	Valuers File Ref: BEESVS 02557
	Ross M Bein Specialist Coordinating Valuer Registered Valuer No. 1200 AAPI (CPV)

Appendix A – Locality Map



Appendix B – Survey Plan

Dist. No.	Traverse No.	Selector	Remarks	Dist. No.	Traverse No.	Selector	Remarks
25	16000	2400	31.3.73				
76	S.L. 28700	2400	21.10.65				
29	S.L. 42306	(809+1m ²) L.					

SURVEY OFFICE
 No. 89127
 Date 21.10.65
 QUEENSLAND

For Additional Plan & Document Notings Refer to CISP

Traverses and Secants

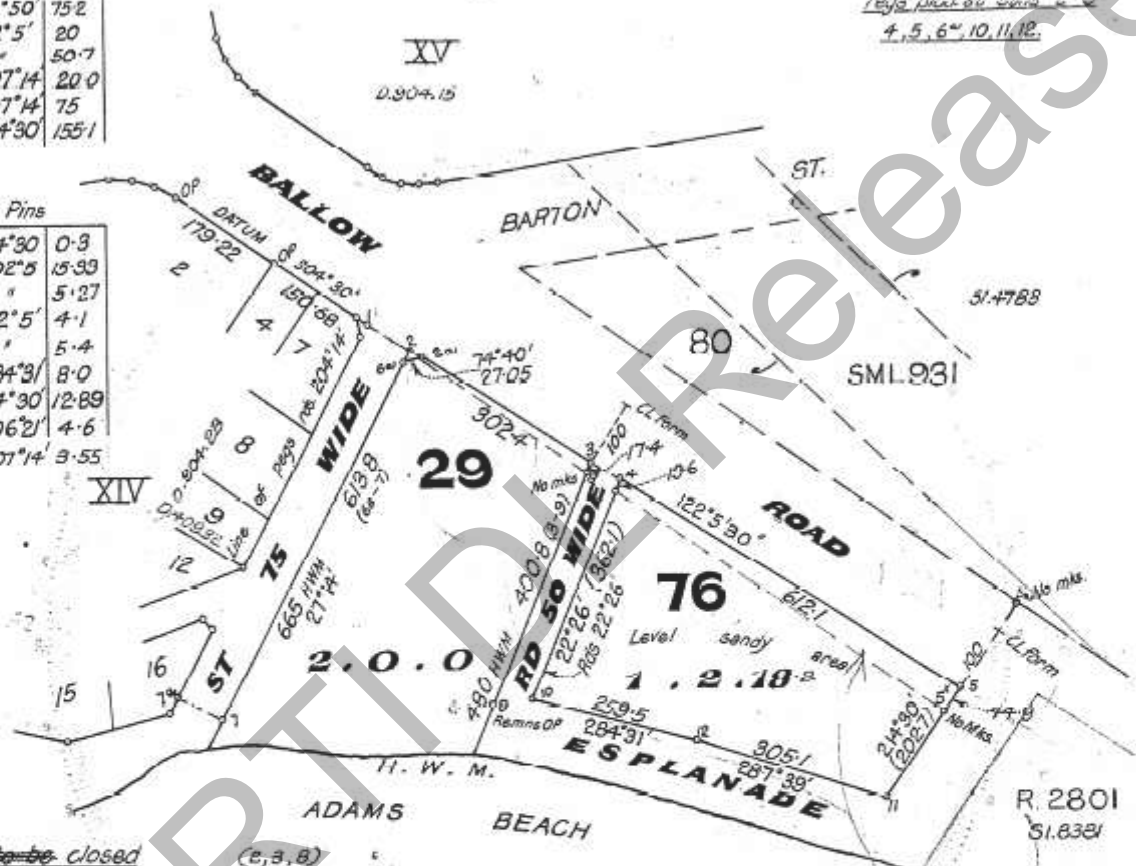
Line	Bearing	Dist.
1-2	121°50'	75.2
2-2 ^a	122°5'	20
3-4	"	50.7
2-6 ^a	207°14'	20.0
7-7 ^a	297°14'	75
5-5 ^a	34°30'	155.1

Reference to Corners

From	Returned	From	Dist.	Mark
legs plot at stns 2-3				
4, 5, 6 ^a , 10, 11, 12.				

Iron Pins

Pin	Bearing	Dist.
1-Pin	34°30'	0.3
2 "	302°5'	15.93
3 "	"	5.27
4 "	122°5'	4.1
5 "	"	5.4
10 "	284°31'	8.0
11 "	34°30'	12.89
12 "	206°21'	4.6
2-hole	207°14'	3.55



Road to be closed and added to Par. 29 (2, 3, 8) 0.0.5^a AREA APPLIED FOR 72/3228 SEC.

Road to be closed & included in Par. 76 0.0.31^a

New Road in Par. 29 (2, 2^a, 6^a) 0.0.0^a

Partly covers D.904:9

Adjustments

Dist.	Reference	Distance Area	Area	Adjusted
25	n.c.	13.35	11.5	21.85
76	28211	Lat. ab.	28.6	17.6

I hereby certify that I, or person, made and on the 25.9.1965 completed the survey represented by this plan, in which are written the bearings and lengths of the lines surveyed by me, and that the survey has been executed in accordance with the existing regulations of the Surveyor General's Department.

Surveyor *Peter Ellis*
 Peter Ellis A.S.

Meridian Observations

Date	Lat.	Long.	Mag. Dec.
1965	27° 41' 40"	153° 00' 00"	153° 00' 00"

PLAN OF
 PORTION No 29 & 76
 PARISH of STRADBROKE
 County of Stanley
 Land Agents Brisbane
 District of
 Cat. No. **SL4907**

CROWN COPYRIGHT RESERVED

Road closed
 22.10.65
 28211
 (21.10.65)



SLAM LARIE - Intersection Report

LAYER INTERSECTION SUMMARY

LotPlans found

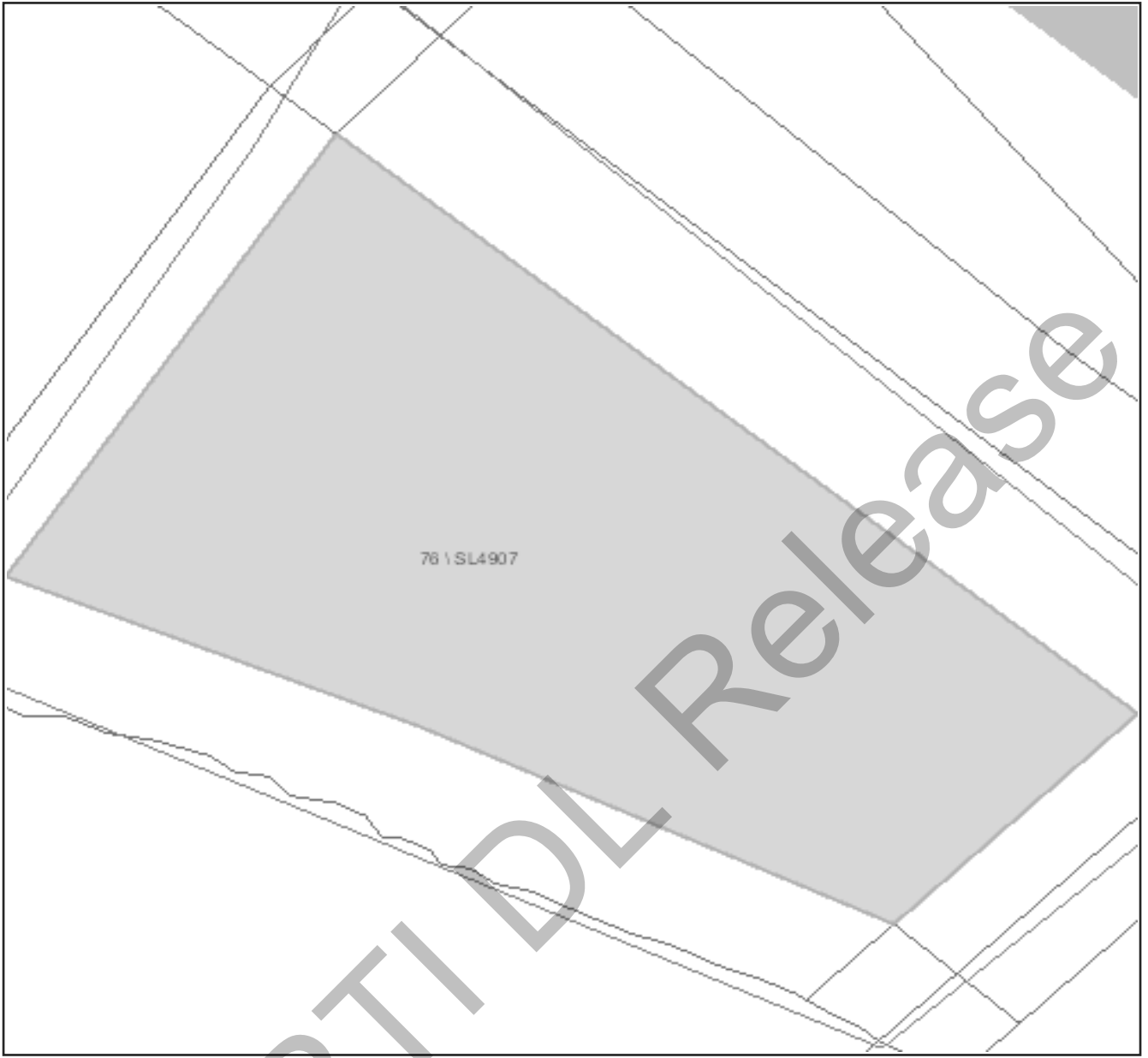
76SL4907

LotPlans not found

Group	Layer Name	Intersected?	Details
Built Environment	Roads (All)	No	
	QLD Railways	No	
Environmental Areas	World Heritage Areas	No	
	Nature Refuge Areas	No	
	QLD Protected Area Estate Type	No	
Fish Habitat Areas	Fish Habitat Areas	No	
Forest Products	Forest entitlement area	No	
	Forest Management Areas	Yes	SOUTH EAST
	Forest Products SUIDs	No	
	Plantation Licence Area	No	
	Forest Products MUIDs	No	
Heritage Register	Heritage Places	No	
Koala	SPP Koala Habitat Value	Yes	
	SPRP Koala Habitat Value	No	
Mining	Qld coal seam gas wells	No	
	Exploration permits for coal	No	
	Exploration permits for petroleum	No	
	Exploration permits for minerals	No	
	Qld Mining leases	No	
	Qld petroleum leases	No	
	Qld petroleum wells	No	
National trail	National trail	No	
Planning Scheme Zoning	State-Wide Planning Scheme (SPA)	Yes	
	State-Wide Planning Scheme (Zoning)	Yes	Commercial Industry

Regional Planning	DLGP Regional Planning Areas	Yes	South East Queensland Regional Plan
Stock Routes	Stockroute	No	
ULDA	Declared Urban Land Development Areas (ULDA)	No	
Vegetation	Essential Habitat	No	
	High Value Regrowth	No	
Water	Drainage 100K	No	
	Drainage 250K	No	
	EPP Water 2009 (SEQ)	No	
	Dams and Lakes 100k	No	
	Springs	No	
	Waterbodies 10M	No	
	Groundwater bores	No	
	Groundwater monitoring network	No	
	Water Resource Planning Area	No	
	Dams and weirs	No	
Wetlands	Wetlands - Directory of Important Wetlands	Yes	

DAFER TIDL Release



SLAM LARIE INTERSECTION REPORT – INTERNAL MAP

Map Printed:

Author:

- QLD Railways
- Drainage 100k
- Cadastre Roads (Major)
- Dual Carriageway
- Principal Road Roads (Minor)
- Secondary Road
- Minor Road
- Track



NON STANDARD MAP

All datasets are updated as they become available to provide the most current information as of the date shown on this map.

Disclaimer:

While every care is taken to ensure the accuracy of this product, the Department of Natural Resources and Mines, makes no representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and liability (including indirect or consequential damage) costs which you might incur as a result of the product being inaccurate or incomplete in any way and for any reason.

Produced by: The Department of Natural Resources and Mines

Horizontal Datum: Geocentric Datum of Australia 1994 (GDA94)

Cadastral data provided with the permission of the Department of Natural Resources and Mines

Property boundaries shown on this map are provided as a locational aid only. DCDB boundaries do not represent legal cadastral boundaries

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

Search Date: 09/07/2014 16:19

Title Reference: 40043954
Date Created: 13/08/2004

Previous Title: 17748095

DESCRIPTION OF LAND

Tenure Reference: TL 0/221125

LOT 76 CROWN PLAN SL4907 Parish of STRADBROKE
County of STANLEY
Local Government: REDLAND

Area: 0.653100 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
RESIDENTIAL

TERM OF LEASE

Term and day of beginning of lease

Term: 10 years commencing on 20/07/2004

Expiring on 19/07/2015

REGISTERED LESSEE

STRADBROKE RUTILE PTY LTD A.C.N. 009 693 074

CONDITIONS

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DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 09/07/2014 16:19

Title Reference: 40043954

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CONDITIONS

- A61
- (1) The lessee must use the leased land for residential purposes namely single person's quarters and no other purpose whatsoever.
 - (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 Shire 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 indemnifies and agrees to keep indemnified the State of Queensland, Crown Instrumentalities, local governments and other statutory bodies (the Indemnified) 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 State of Queensland granting this lease to the lessee and which is connected to or resulting from the lessees' use and occupation of the leased land (all referred to as the indemnified acts or omissions) save to the extent that the Claim arises as a result of any negligent act or omission of the State of Queensland. The lessee hereby releases and discharges the Indemnified from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified.
 - (9) 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 Shire Council, binding on the lessee.
 - (10) The lessee must give the Minister administering the Land Act

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- 1994, information about the lease, when requested.
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- (13) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.
- A68 (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.
- A69 Further to Condition A61(12) above, the lessee must remove all improvements and rehabilitate the area to the satisfaction of the Minister administering the Land Act 1994 from the date of expiry or forfeiture of the lease.
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ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 40043954

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status	Location
713923333	DSI/OFFSET	24/06/2011 13:33	CUR	GC-GEN -00

LAND VALUATION ACT 2010

UNREGISTERED DEALINGS - NIL

** End of Current State Tenure Search **

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

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Page 4/4



DEPARTMENT OF NATURAL RESOURCES AND MINES

Application to purchase or lease state land

Part B

Application form requirements

1. This Application is purchase or lease state land.
2. Read the respective *Application to Purchase State land* or *Application to Lease State land* Fact Sheet which include application restrictions
3. Payment of the prescribed application fee
(Details of fees are available on the Department of Natural Resources and Mines (DNRM) website or from a regional DNRM office.)
4. Any additional information to support application
5. **Part A:** Contact and details of land will need to be completed and submitted with your application.
6. Your application will not be considered as having been properly made unless all parts of this application form need to be completed accurately, otherwise your application may be returned to you to complete.

Important information

Before applying to Department of Natural Resources and Mines (DNRM) for a lease over a reserve an applicant should first apply to the trustee of the reserve for a trustee lease.

For a lease over a National Park or a State Forest you must apply to the Queensland Parks and Wildlife Service.

Before applying to DNRM to purchase or lease State land an applicant should read DNRM Policy Nos. PUX/901/315 (Criteria and Method for Disposal of Unallocated State Land) and PUX/901/316 (Allocation of Land in Terms of the Land Act 1994).

Your application will be assessed against requirements under the *Land Act 1994* to determine the most appropriate use and tenure and whether the land may be offered with or without competition.

Your application cannot be considered if the area is already held by another person.

If you wish to purchase your existing Land Act lease you will need to apply using the Application for Conversion of a lease form. **Please note that if your lease is over a reserve, National Park or State Forest you will not be able to apply for conversion or purchase.**

If your application to purchase or lease State land is successful you may be required to provide a plan of survey at your expense, and if -

1. the most appropriate tenure is freehold, you will be required to pay a purchase price (market value) plus GST if applicable
2. the most appropriate tenure is a lease you will be required to pay an annual rental, including GST where applicable

Information on this form, and any attachments, is being collected to process and assess your application under the *Land Act 1994*. The consideration of your application may involve consultation, and if so details of your application may be disclosed to third parties. They will not be otherwise disclosed outside the department unless required or authorised by law.



Purchase State Land



Lease State Land

1. The Application is for:

<input checked="" type="checkbox"/>	Purchase of Unallocated State Land	go to 6
<input type="checkbox"/>	Lease of Unallocated State Land (including land below high water mark)	go to 2
<input type="checkbox"/>	Lease over a Reserve	go to 3
<input type="checkbox"/>	Purchase of Reserve Land	go to 3
<input type="checkbox"/>	acquire an area of State forest	go to 4
<input type="checkbox"/>	acquire an area of a Conservation tenure	go to 4

A State Forest or a State plantation forest as defined under the *Forestry Act 1959* and conservation tenures as defined under the *Nature Conservation Act 1992* eg. National Parks; Conservation Parks or Resources Reserves.

2. Is all or part of the area applied for below high water mark?

<input type="checkbox"/>	Yes	go to 6	<input type="checkbox"/>	No	go to 6
--------------------------	-----	---------	--------------------------	----	---------

3. Have you made an application to the trustee of the reserve for a trustee lease or do you have the agreement of the trustee to purchase the land?

<input type="checkbox"/>	Yes	go to 6	<input type="checkbox"/>	No	go to 6
--------------------------	-----	---------	--------------------------	----	---------

If YES, attach a copy of the trustee's response to your application.
If NO, you should first apply to the trustee of the reserve for a trustee lease or its views to your proposal to purchase the reserve land

4. Has a Statement of reasons been prepared as to why an area of State forest, plantation forest or conservation tenure is required?

<input type="checkbox"/>	Yes	go to 5	<input type="checkbox"/>	No	Application cannot proceed
--------------------------	-----	---------	--------------------------	----	----------------------------

5. Indicate which of the government's following native title work procedures has native title been addressed: go to 6

<input type="checkbox"/>	Module BA	<input type="checkbox"/>	Module CA	<input type="checkbox"/>	Module CB	<input type="checkbox"/>	Module J
<input type="checkbox"/>	Compulsory acquisition pursuant to the provisions of the <i>Acquisition of Land Act 1967</i>						
<input type="checkbox"/>	Indigenous Land Use Agreement providing for the surrender of native title						

This application must be accompanied by the native title assessment and all supporting documentation

6. Have you made a previous application for purchase or lease of this land?

<input type="checkbox"/>	Yes	go to 7	<input checked="" type="checkbox"/>	No	go to 10
--------------------------	-----	---------	-------------------------------------	----	----------

7. Was this application refused?

<input type="checkbox"/>	Yes	go to 8	<input type="checkbox"/>	No	go to 8
--------------------------	-----	---------	--------------------------	----	---------

8. Has there been any change in circumstances from the previous application, which may lead to this application being accepted for further consideration? Yes go to 9 No go to 10

Your application may be refused if circumstances have not changed.

9. Provide details of the change in circumstances from the previous application. (If there is insufficient space, please lodge as an attachment) go to 10

10. Provide details of the current use of land e.g. grazing (If there is insufficient space, please lodge as an attachment) go to 11

The land is being used to provide barracks style accommodation for mine workers employed by Sibelco Australia Limited at their sand mining operations on North Stradbroke Island.

11. Do you hold land adjoining the area applied for? Yes go to 12 No go to 13

12. Enter details of your adjoining land

Schedule 2 Schedule of adjoining land	
Lot/Plan	Title Reference
Lot 29 SP4907	SL6/50536

go to 13

The details of the land can be found on a current copy of the Title or on your rates notice.

If insufficient space, please add additional description as an attachment.

13. List below ALL existing improvements on the current leased land eg. fencing, dams, buildings etc. (If there is insufficient space, please lodge as an attachment) go to 14

Accommodation buildings, ablution facilities, fencing, concrete pathways, electrical services and sewerage services. Please refer to the accompanying plan SP-921A.

A property sketch and /or aerial photo overlay of the improvements should also be attached to the application.

14. Which of the following do you believe supports your application:
- You are the adjoining registered owner or lessee, AND you are of the opinion that selling or leasing the land to anyone else would be considered inequitable or unfair **go to 15**
 - You held a significant interest in the land before it became unallocated State land **go to 15**
 - There is no dedicated access and the only practical access is through your adjoining land **go to 15**
 - Land is required for public infrastructure **go to 15**
 - Exposure to public competition is not appropriate (applies to application to lease only) **go to 15**
 - None of the above **go to 15**

A purchase of unallocated state land may be granted without competition if the Minister decides the land:

1. is not needed for a public purpose
2. the intended use is the most appropriate use of the land
3. one or more of the priority criteria under Section 123 of the *Land Act 1994* apply.
4. is needed by a constructing authority for a public purpose

15. Provide details of the proposed use. **go to 16**
 (If there is insufficient space, please lodge as an attachment)

To provide continuity and security of the existing purpose of providing accommodation for the company's employees engaged in shift work at the mine sites.

16. Provide details to support your application **go to 17**
 (If there is insufficient space, please lodge as an attachment)

Please refer to attachments.

17. Provide details of any additional information to support the application. (optional) **go to 18**
 (If there is insufficient space, please lodge as an attachment)

Attachments

The following will need to be lodged with your application for it to be considered a properly made application. If all this information is not submitted, your application will be returned.

18. Tick the box to confirm the attachments for part of the application.

- Application fee
- Property sketch and /or aerial photo overlay
- Copy of response from trustee (if relevant)
- Statement of reasons for acquiring an area of State Forest or Conservation tenure (if relevant)
- A native title assessment supporting a finding that native title has been extinguished

It is recommended that any attached plans, sketches or maps be of A4 or A3-size. Your application will not be considered as having been properly made, unless all parts of this application form are completed accurately. In this instance your application may be returned to you for completion.

Declaration

I certify that I have read the information which forms part of this application and the information I have provided is true and accurate.

Signature of applicant (or their legal representative)

_____ s.73 _____

Date:

12 / 05 / 2014

If applicant, section 142 of the *Land Act 1994* states a person is eligible to apply for, buy or hold land under the *Land Act 1994* if the person is an adult, that is, 18 years of age or over.

If the legal representative of the applicant is signing as the applicant then the legal representative's full name must be printed immediately below the signature.

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

Search Date: 13/02/2014 08:27

Title Reference: 40043954
Date Created: 13/08/2004

Previous Title: 17748095

DESCRIPTION OF LAND

Tenure Reference: TL 0/221125

LOT 76 CROWN PLAN SL4907
 County of STANLEY Parish of STRADBROKE
 Local Government: REDLAND

Area: 0.653100 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
RESIDENTIAL

TERM OF LEASE

Term and day of beginning of lease

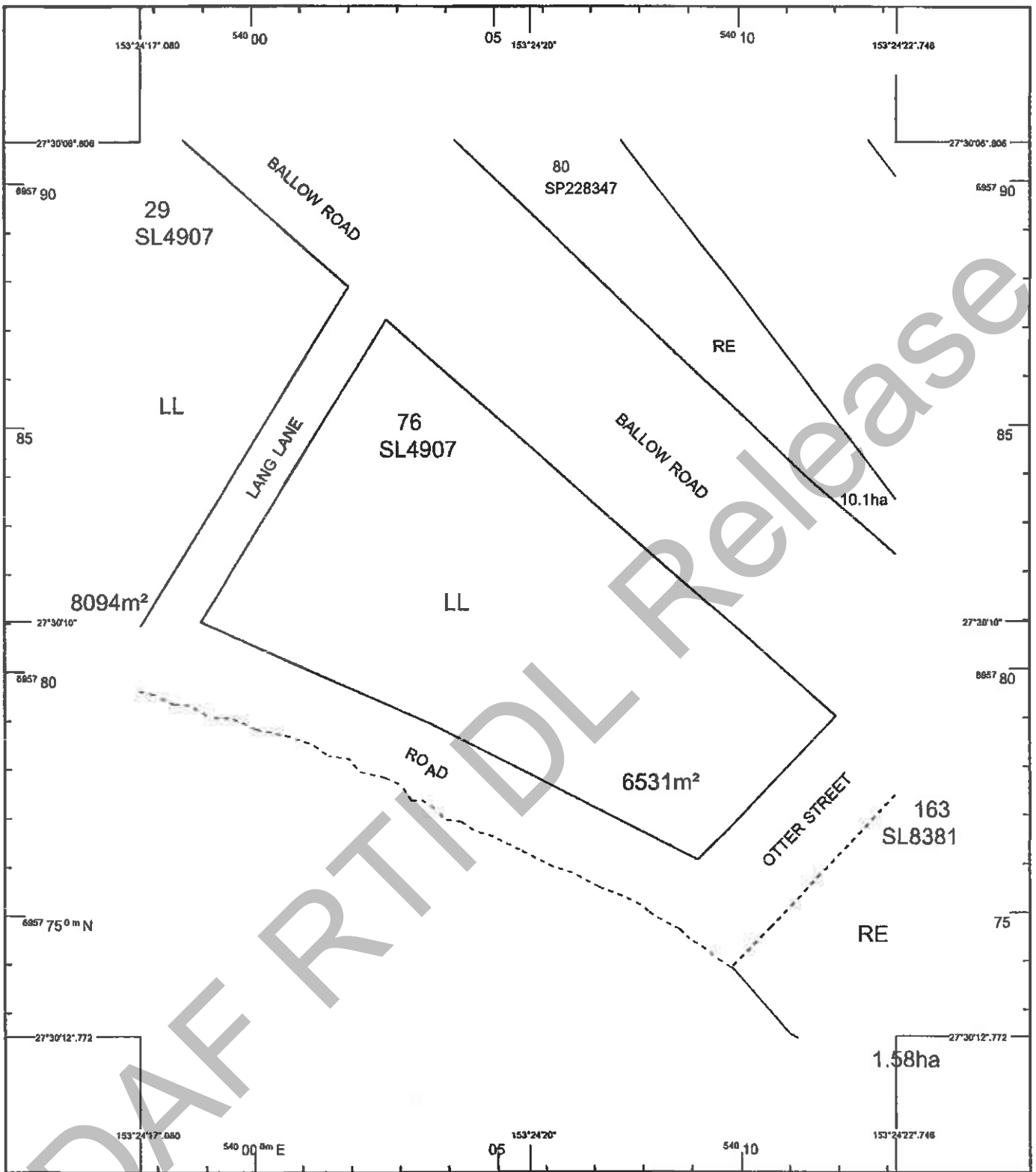
Term: 10 years commencing on 20/07/2004

Expiring on 19/07/2014

REGISTERED LESSEE

STRADBROKE RUTILE PTY LTD A.C.N. 009 693 074

CONDITIONS



STANDARD MAP NUMBER
9542-11441



SmartMap

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

MAP WINDOW POSITION &
NEAREST LOCATION



SUBJECT PARCEL DESCRIPTION

DCDB	
Lot/Plan	76/SL4907
Area/Volume	6531m ²
Tenure	LANDS LEASE
Local Government	REDLAND CITY
Locality	DUNWICH
Parish	STRADBROKE
County	STANLEY
Segment/Parcel	2018235

CLIENT SERVICE STANDARDS

PRINTED (dd/mm/yyyy) 13/02/2014

DCDB 12/02/2014

Users of the information recorded in this document (the information) accept all responsibility and risk associated with the use of the information and should seek independent professional advice in relation to dealings with property.

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For further information on the products visit <http://www.qld.gov.au/property/mapping/blmmap>



Queensland
Government

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(Department of Natural
Resources and Mines) 2014.



SIBELCO - MINERAL SANDS

Plan of SAL Special Leases In Dunwich on North Stradbroke Island with 2014 orthophoto image

Drawing No.: **SP-1016A**
Paper size: **A4**

Scalebar in Metres - 1:3,000

NOTE:
 1. This plan shows the general arrangement of the SAL leases within the town of Dunwich.
 2. The aerial photography was captured by AAM on 19/1/2014.

Image:	AAM	Date:	1 Jan 2014
Drawn:	DC	Date:	8/5/14
Checked:		Date:	
Approved:		Date:	
Coordinates:	CRL Grid		
Height Datum:	AHD		
Contour Interval:	n/a		
Index Contours:	n/a		

File name: \peth L:\SURVEY\Tadaea\WSSC\Dunwich_Jayout.pro Plotted on Thu May 8, 2014 at a scale of 1:3000



BALLOW ROAD

OTTER STREET

Lot 29
SL4907

Gravel access roadway

Light Pole
BBQ

Gate

Approximate

SLAM LARIE - Intersection Report

LAYER INTERSECTION SUMMARY

LotPlans found

76SL4907

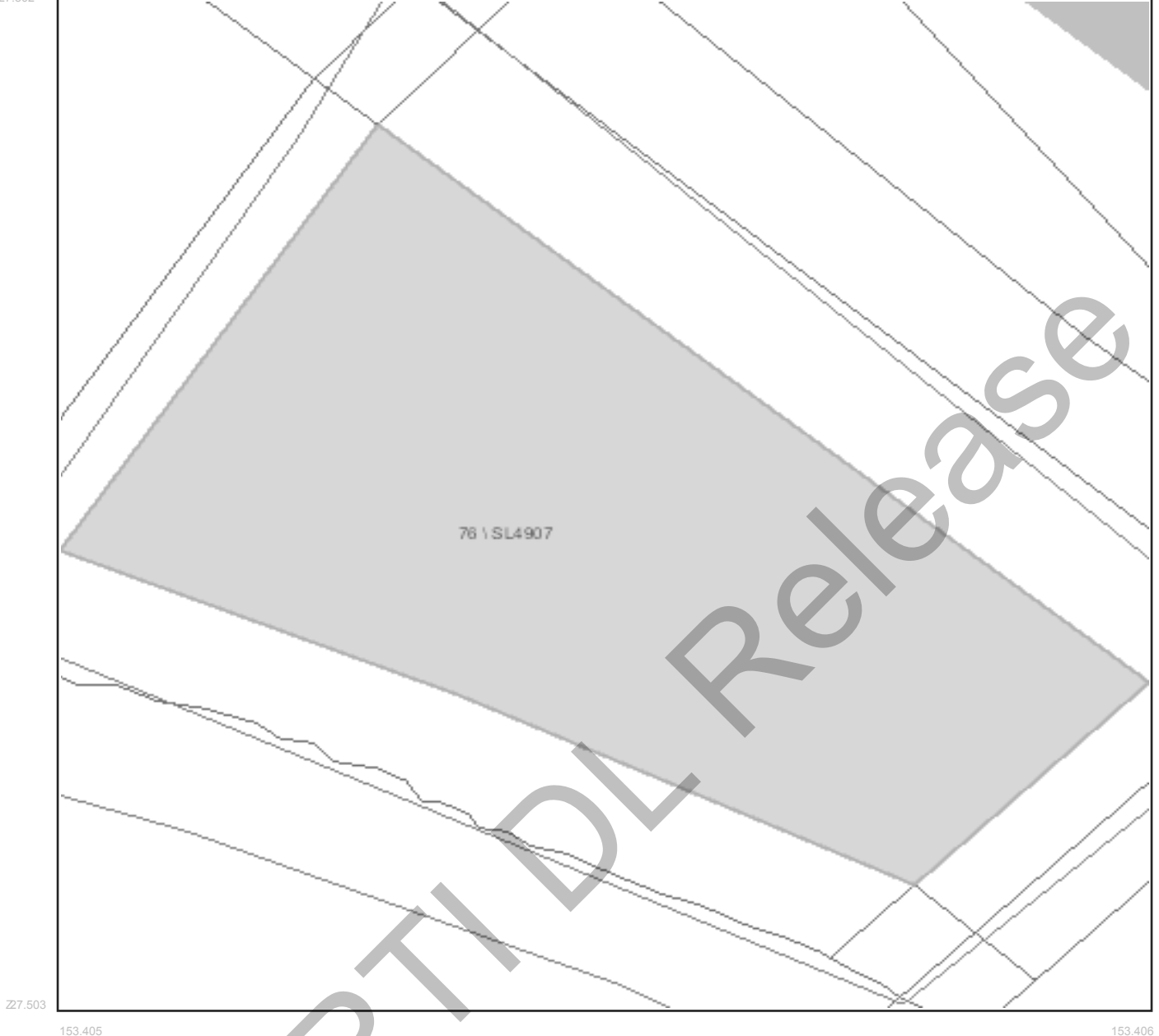
LotPlans not found

Group	Layer Name	Intersected?	Details
Built Environment	Roads (All)	No	
	QLD Railways	No	
Environmental Areas	World Heritage Areas	No	
	QLD Protected Area Estate Type	No	
	Nature Refuge Areas	No	
Fish Habitat Areas	Fish Habitat Areas	No	
Forest Products	Forest entitlement area	No	
	Forest Management Areas	Yes	SOUTH EAST
	Forest Products MUIDs	No	
	Forest Products SUIDs	No	
	Plantation Licence Area	No	
Heritage Register	Heritage Places	No	
Koala	SPP Koala Habitat Value	Yes	
	SPRP Koala Habitat Value	No	
Mining	Qld coal seam gas wells	No	
	Exploration permits for coal	No	
	Exploration permits for petroleum	No	
	Exploration permits for minerals	No	
	Qld Mine locations	No	
	Qld mine wor-ings	No	
	Qld Mining leases	No	
	Qld petroleum leases	No	
	Qld petroleum wells	No	
National trail	National trail	No	

Planning Scheme Zoning	State Wide Planning Scheme (Goning)	Yes	Commercial Industry
	State Wide Planning Scheme (SPA)	Yes	
Regional Planning	DLk P Regional Planning Areas	Yes	South East Queensland Regional Plan
Stock Routes	Stoc-route	No	
ULDA	Declared Urban Land Development Areas (ULDA)	No	
Vegetation	Essential Habitat	No	
	High Value Regrowth	No	
Water	Drainage 100K	No	
	EPP Water 2009 (SEQ)	No	
	Drainage 25K	No	
	Springs	No	
	Dams and La-es 100-	No	
	Waterbodies 10M	No	
	k groundwater bores	No	
	k groundwater monitoring networ-	No	
	Declared Catchment Areas	No	
	Water Resource Planning Area	No	
	Dams and weirs	No	
	Wetlands	Wetlands ZDirectory of Important Wetlands	Yes

DAFER TIDL Release

Z27.502



SLAM LARIE INTERSECTION REPORT – INTERNAL MAP

Map Printed:

Author:

- QLD Railways
- Drainage 100k
- Cadastre Roads (Major)
- Dual Carriageway
- Principal Road Roads (Minor)
- Secondary Road
- Minor Road
- Track



NON STANDARD MAP

All datasets are updated as they become available to provide the most current information as of the date shown on this map.

Disclaimer:

While every care is taken to ensure the accuracy of this product, the Department of Natural Resources and Mines, makes no representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and liability (including indirect or consequential damage) costs which you might incur as a result of the product being inaccurate or incomplete in any way and for any reason.

Produced by: The Department of Natural Resources and Mines

Horizontal Datum: Geocentric Datum of Australia 1994 (GDA94)

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** End of Current State Tenure Search **

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Property Details Report

New local government areas were created following the declaration of the results of the local government elections held on 15 March 2008. The new local governments are recognised by the valuation business but local government data, including property records, cannot be formally transferred to the new local governments until all effective valuations in the new local government have a common date of valuation. The conversion for data purposes is scheduled to progressively occur from May 2008.

THE INFORMATION CONTAINED IN THIS REPORT INCORPORATES DATA OBTAINED FROM EXTERNAL & INTERNAL SOURCES OF THIS DEPARTMENT. WHILST SOME VERIFICATION OCCURS AT THE TIME OF PROCESSING, THE DEPARTMENT IS UNABLE TO GUARANTEE THE ACCURACY OF SUCH INFORMATION. THEREFORE, ANY PERSON PURCHASING THIS REPORT SHOULD CONDUCT THEIR OWN INVESTIGATION & ANALYSIS OF THE INFORMATION AND DETERMINE ITS SUITABILITY FOR THEIR PURPOSE. INFORMATION DERIVED FROM THIS REPORT IS NOT TO BE USED FOR DIRECT MARKETING PURPOSES.

Property Status: Active

District: LOGAN ALBERT
Office: LOGA:BEENLEIGH
LG/Div: 6250 REDLAND

Property ID: 177501

WTR: 800

Previous Ref: NA

Property Name:

Property Addr: BALLOW RD, DUNWICH QLD 4183

Owner (VOLA): STRADBROKE RUTILE PTY LTD

Service Addr: PO BOX 74, ROSEWATER EAST SA 5013

Others: N

RPD: L76 SL4907:TL 221125:PAR STRADBROKE

Area/Vol: 6531 M2

Indicative Planning: 400 COMMERCIAL INDUSTRY

Primary Land Use: 3 MULTI UNIT DWELLING (FLATS)

Secondary Land Use: 0 NONE

Property Type: ISSUING

Property Tenure: LEASEHOLD

Property Valuation Method: NON-RURAL

VALUATION INFORMATION

ISSUING SV D/Effect: 30/06/2013 D/Valn: 01/10/2012 Value: \$1,800,000 S/C: 21 D/Issue: 20/03/2013

GENERAL PROPERTY INFORMATION

Sale Date: Sale Price: \$0 Sale Type: NONE

Subleased: N

ASSOCIATED PROPERTIES: 22003463

2014/000849

Renewal of
Term lease
~~2014/000849~~
2014/000849

SLAM – Internal Document
Post-lodgement checklist by SLAM Officer
SLAM details

This document is to be used by SLAM Officers within **10 business days** of being assigned a case to contact the applicant and provide them with general information about the application.

Information to discuss with the Applicant	
<input type="checkbox"/>	Where application associated with secondary use land or roads has the applicant sought advice in the first instance from the trustee or road manager
<input checked="" type="checkbox"/>	Time frames for processing the application and information on consultation that is required outside the control of SLAM
<input checked="" type="checkbox"/>	Native title will need to be suitably addressed Note – the applicant to be provided with native brochures - ILUA or Non-claimant application brochure - http://portal:6004/dnrm/slam/Pages/Business_Structure/SLAM/Resource_Material/ilua_nonclaim.pdf
<input checked="" type="checkbox"/>	Anticipated costs associated with the application, could include- <ul style="list-style-type: none"> • Addressing native title • Survey • Payment of purchase price/annual rental • Payment of commercial timber • Payment of quarry resources • GST • Stamp duty • Public liability insurance - insurance protects the policy holder against the consequences of being held legally liable for negligent acts causing loss, damage or injury to the public - Notification - PUX/952/081 • Deed or Lease fee • Titles registration fees eg. survey
<input checked="" type="checkbox"/>	Any known issues that may impact the application including –
<input checked="" type="checkbox"/>	any lease conditions that may prevent the application proceeding or will need to be addressed before application can proceed
<input type="checkbox"/>	any encumbrances on title eg. Writs, covenants or notice of intention to resume that may impact on the application
<input type="checkbox"/>	Written consent maybe required from registered interests on title eg. Mortgagee, Grantor etc.
<input checked="" type="checkbox"/>	if company ensure company status is correct eg. Registered on ASIC and advice that if the company details change throughout application process then delays may occur
<input type="checkbox"/>	for conversions and road closures, SLAM can seek advice from Forest Products, DAFF on commercial timber and whether or not there is any commercial native forest log timber and/or significant quarry resources present.
<input checked="" type="checkbox"/>	If approved the issue of tenure by the Governor in Council or the Minister grants Deeds of Grant and Term Leases involves specific timeframes (Deeds of Grant & Freeholding Leases – 4 week process and Leases – 2 week process)
Information to discuss with the Applicant	
<input checked="" type="checkbox"/>	Create a client interaction to record the pre-lodgement or post-lodgement discussion with the applicant, which can occur face to face, email or by telephone.

Additional information

- Applicant has been made aware of associated costs and timeframes and **wish to proceed** with the application
- Applicant has been made aware of associated costs and timeframes and requires **additional time to seek their own advice** in relation to the application
- Applicant has been made aware of the associated costs and timeframes and has indicated they will provide in writing their **withdrawal of the application**.

Customer feedback - telephone and face-to-face communications

DNRM is striving to achieve excellence in customer services – we would be grateful for your responses to the following:

Please rate our services by ticking the appropriate box:

Very poor Poor Satisfactory Good Excellent

How can we improve our services?

Great service - no known improvements.

What are we doing well?

everything

SLAM Officer

s.73

Date

18/6/14.

Please scan and attached to relevant case as a client interaction



ASIC

Australian Securities & Investments Commission

Australian Company

STRADBROKE RUTILE PTY. LTD.

ACN 009 693 074

Extracted from ASIC's database at AEST 13:46:13 on 13/06/2014

Company Summary

Name: STRADBROKE RUTILE PTY. LTD.

ACN: 009 693 074

ABN: 94 009 693 074

Previous State Number: 59B00754J

Previous State of Registration: Queensland

Registration Date: 30/06/1959

Next Review Date: 30/06/2014

Status: Registered

Type: Australian Proprietary Company, Limited By Shares

Locality of Registered Office: NORTH SYDNEY NSW 2060

Regulator: Australian Securities & Investments Commission

Further information relating to this organisation may be purchased from ASIC.

SLAM – Internal Document

Most appropriate use assessment checklist by SLAM Officer

SLAM details

Date:	<input type="text" value="1"/>	eLVAS Case id:	<input type="text" value="2"/>
SLAM Case Officer:	<input type="text" value="40043954"/>	Regional Office:	<input type="text" value="2014/000849"/>
Description of land:	<input type="text" value="LOt 76 on Crown Plan SL4907"/>		
Land tenure:	<input type="checkbox"/> Road <input checked="" type="checkbox"/> Leased land	<input type="checkbox"/> Reserve <input type="checkbox"/> USL	
Local Government:	<input type="text" value="40043954"/>		
Current use of land:	<input type="text"/>		

Most appropriate use (if issue not listed below use Additional information field)

Legal (dedicated) access	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not known
Physical access	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not known
Public utilities on the subject land or in near vicinity	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is near or in the vicinity of a protected area estate	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Environmental or conservation features identified	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is near or in the vicinity of a watercourse, lake, spring or wetland etc	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject to water management issues	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is in a coastal area	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land needed for a community purpose	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land needed to provide public access	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject to Queensland Cultural Heritage	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Any indigenous cultural heritage issues	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land suitable to be made available under the indigenous Land Acts i.e. the ALA or TSILA	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject to vegetation issues	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject to forest products (commercial timber) or quarry materials	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Contamination issues	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land part of Stock route network or in near vicinity	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is part of Bicentennial national trail	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is within a mining/petroleum area or in the vicinity of a mining/petroleum project	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is used/proposed for grazing and/or agricultural purposes	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is used/proposed for residential purposes	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not known

Subject land is used/proposed for tourist (business) purposes	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is used/proposed for government e.g. State or local government service	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Subject land is used/proposed for community group or charity purposes	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Compliance with purpose and tenure conditions	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not known
Illegal uses	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Risk of degradation	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Risks or hazard issues (flood, fire, landslips, public safety etc)	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Evidence of pest animals and plans on the subject land	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input checked="" type="checkbox"/>	Not known
Is proposed use consistent with the Local Government planning scheme, State planning policies and Regional plans	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not known

CONCLUSION

Is the proposed or existing use the most appropriate use of the land? Yes No

Most appropriate tenure

The most appropriate tenure needs to consider (in addition to other issues e.g. government policy where freehold is not supported such as on off shore islands, or freehold is not supported in an area eg. Gold Coast Spit) the degree of oversight the State requires to retain for the land.

The most appropriate tenure is subject to native title being satisfactorily addressed.

Freehold is the predominant tenure in the locality	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not known
Legislation or Policy does not support Freehold tenure (Eg. Off shore islands, or freehold is not supported in an area eg. Gold Coast Spit)	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
On-going protection of the site is required by the State	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Protection or management by the State cannot be adequately managed under a covenant, agreements or planning scheme	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Additional management of the land by the State is required (eg. land management agreement or conditions)	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Land is required for a community purpose defined under the Land Act	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Land is required to be protected for conservation or similar purposes e.g. under the Nature Conservation Act or Forestry Act	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Land is required to be made available under the indigenous Land Acts (Eg.ALA or TSILA)	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known
Temporary or short term tenure is require	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Not known

DAE/RTI/DL Release

CONCLUSION (only if Planning advice is not to be sought)

[Insert the most appropriate tenure e.g. freehold, leasehold, reserve]

END DOCUMENT



Department of Environment and Heritage Protection (EHP)
ABN 46 640 294 485
400 George St Brisbane, Queensland 4000
GPO Box 2454 Brisbane QLD 4001 AUSTRALIA
www.ehp.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

Transaction ID: 49708439 EMR Site Id: 05 June 2014
This response relates to a search request received for the site:
Lot: 76 Plan: SL4907

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

If you have any queries in relation to this search please phone 13QGOV (13 74 68)

Registrar
Administering Authority

Specific Parcel Report

Lot: 76 on Plan: SL4907

Parcel: on Segment:

DCDB:

Tenure: LL

Description: LANDS LEASE

CISP:

Previous Plan Details:

Plan	Registered	Description
IS237811		PART OF LOT 29 ON SL4907 & LOT 76 ON SL4907
IS227281		PART OF LOT 29 ON SL4907 & LOT 76 ON SL4907
SL4907	25/09/1965	POR.29 & 76

ATS:

Title Reference: 40043954

Registered Owner: STRADBROKE RUTILE PTY LTD

Tenure Reference: TL/0/221125/

Original Deed of Grant: 1. 40043954

Lease Purpose: RESIDENTIAL

Reserve Purpose:

Area:

Lease Conditions:

(1) The lessee must use the leased land for residential purposes namely single person's quarters and no other purpose whatsoever. (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 Shire 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 indemnifies and agrees to keep indemnified the State of Queensland, Crown Instrumentalities, local governments and other statutory

bodies (the Indemnified) 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 State of Queensland granting this lease to the lessee and which is connected to or resulting from the lessees' use and occupation of the leased land (all referred to as the indemnified acts or omissions) save to the extent that the Claim arises as a result of any negligent act or omission of the State of Queensland. The lessee hereby releases and discharges the Indemnified from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified. (9) 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 Shire Council, binding on the lessee. (10) The lessee must give the Minister administering the Land Act 1994, information about the lease, when requested. (11) The lessee must not clear any vegetation on the leased land, unless in accordance with the Integrated Planning Act 1997. (12) 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. (13) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.

(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.

Further to Condition A61(12) above, the lessee must remove all improvements and rehabilitate the area to the satisfaction of the Minister administering the Land Act 1994 from the date of expiry or forfeiture of the lease.

If the lessee fails to remove the improvements and rehabilitate the area as detailed in Condition A69 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.

The lessee must comply with any lawful requirements of Redland Shire Council.

The lessee must not effect any further structural improvements on the leased land, without the approval of the Minister administering the Land Act 1994 and any other relevant authority, having been first obtained.

The lessee must, to the satisfaction of the Minister administering the Land Act 1994 and Redland Shire Council, maintain all existing improvements on the leased land in a good and substantial state of repair.

Commencement

Date:

20/07/2004

Trustees:

Interests:

Previous Title 17748095

References:

QVAS:

Registered Owner: STRADBROKE RUTILE PTY LTD

Address: BALLOW RD, DUNWICH QLD 4183

Primary Land Use Code: MULTI UNIT DWELLING (FLATS)(3)

Secondary Land Use Code: NONE(0)

TAS:

Tenure Reference	Commenced	Land Use Code	Land Use Description	Legislative Ref.
SL 6/47287 /	1984-09-01	555	RESIDENTIAL (WORKFORCE)	Land Act 1962
SL 0/200807/	1994-09-01	97	RESIDENTIAL (SINGLE PERSONS QUARTERS)	Land Act 1962
TL 0/221125/	2004-07-20	3024	RESIDENTIAL	Land Act 1994



[Form 18/2]
85.1477

7552/79



VOL. 7552 FOL. 79

DUPLICATE

VOL: S 7552 FOL: 79



17552079

**QUEENSLAND
Special Lease**

under the Land Act 1962-1985

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:

We, with the advice of the Executive Council of Our State of Queensland, and in pursuance of the provisions of section 203 (a) of the Land Act 1962-1985,

do hereby demise and lease as Special Lease unto the person described in Schedule III hereto and for the purpose set forth in Schedule I hereto,

ALL that Parcel of Land in Our said State, described in Schedule I hereto and delineated on plan registered in the Department of Mapping and Surveying and having Catalogue Number as stated in such Schedule I,

For a term of years as set forth in Schedule II hereto,

PAYING unto Us on or before the first day of January in each year, the yearly rent payable in accordance with the Land Act 1962-1985, such payment to be made at the office in Brisbane of the Department of Lands, or at any District Land Office, in Our said State,

SUBJECT TO the Reservations hereinafter specified and to the Conditions specified in Schedule IV hereto and such other Reservations and Conditions as may be contained in and declared by the Land Act 1962-1985 and the other Laws of Our said State.

Specified Reservations:—

1. (a) All minerals (as defined by the Mining Act 1968-1983) on or below the surface of the land; and
(b) The right of access for the purpose of searching for and working any mines (as defined by the Mining Act 1968-1983) in any part of the land.
2. (a) All petroleum (as defined by the Petroleum Act 1923-1983) on and below the surface of the land; and
(b) All rights of access for the purpose of searching for and for the operations of obtaining petroleum in any part of the land, and 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.

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 the Honourable Sir WALTER BENJAMIN CAMPBELL, one of Her Majesty's Counsel learned in the law, Governor in and over the State of Queensland and its Dependencies in the Commonwealth of Australia, at Government House, Brisbane, in Queensland aforesaid, this *Sixteenth* day of *January*, in the *thirty-fourth* year of Our Reign and in the year of Our Lord One thousand nine hundred and eighty-six.**SCHEDULE I—DESCRIPTION OF LAND AND PURPOSE**

S.L. No: 06/47287 L.A.D. Brisbane

Lot 76 on Plan SL4907

County Stanley Parish Stradbroke Town Dunwich

Area 6531 square metres

Purpose for which granted Residential (Workforce)

SCHEDULE II—TERM OF LEASE

Term: 10 years commencing on 1st September, 1984

SCHEDULE III—LESSEE

TITANIUM AND ZIRCONIUM INDUSTRIES PTY. LTD.

Department of Lands References:—
Previous File Ref: S.L.06/28700

Lds Section. 203 (a)

7552179

SCHEDULE IV—SPECIFIED CONDITIONS

The right of resuming the whole or any part of the leased land at any time, on giving six months' notice and compensating for improvements only, shall be reserved to the Crown.

No compensation for improvements or developmental works 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. However should the leased land revert to the Crown and be again made available for lease or purchase the former Lessee shall be entitled to receive payment for the value of his improvements or developmental work in accordance with the principles set out in the said Act.

The Lessee shall not at any time destroy any tree upon the leased land without the prior permit in writing of the Land Commissioner or contrary to any terms and conditions of such permit.

The Lessee shall 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 Mining Act 1968-1983) or other material upon the leased land without the permission of the Minister except under the authority of and in compliance in every respect with the requirements of a permit, license, agreement or contract granted or made under the Forestry Act 1959-1984.

The Lessee shall allow any person authorised under the Forestry Act 1959-1984 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.

The Lessee shall maintain the leased land free from noxious plants.

The Lessee shall pay the cost of any required survey of the leased land.

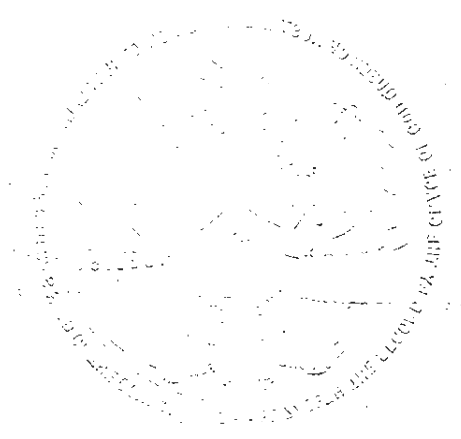
The Lessee shall use the leased land for residential barracks purposes only.

The Lessee shall maintain the improvements on the leased land in a good and substantial state of repair.

The Lessee shall not utilize nor be permitted to utilize the provisions of Section 207 of the Land Act 1962-1985.

The Lessee may require the annual rent for the second rental period of the lease to be determined by the Land Court in any case where the annual rent determined by the Minister is more than \$200.

DAF RTI DL



7552/79

TRANSFER of the Lessee's Interest in the
within-described holding to

CONSOLIDATED RUTILE LIMITED

[Signature]
Registrar of Dealings

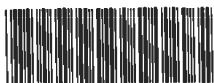
Registered:
14 JUL 1986

DAF RTI DL Release

[Form 2.1]

Title Reference: 17748095

VOL: S 7748 FOL: 95



17748095



QUEENSLAND

SPECIAL LEASE

Land Act 1962

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:

DUPLICATE

WE, with the advice of the Executive Council, under Section 203(a) of the Land Act 1962, lease as SPECIAL LEASE all that parcel of land described in Schedule 1, for the term of years specified in Schedule 2, to the person described in Schedule 3.

SUBJECT TO -

- (a) the payment of the annual rent under the Land Act 1962; and
- (b) the reservations specified; and
- (c) the conditions specified in schedule 4; and
- (d) such other reservations and conditions as may be contained in and declared by the laws of the State.

Specified Reservations -

- (a) All minerals (as defined by the Mineral Resources Act 1989) on and below the surface of the land
- (b) The right of access for the purpose of searching for and working any mines (as defined by the Mineral Resources Act 1989) in any part of the land
- (c) All petroleum (as defined by the Petroleum Act 1923) on and below the surface of the land
- (d) All rights of access for the purpose of searching for and for the operations of obtaining petroleum in any part of the land, and all rights of way for access and for pipelines and other purposes requisite for obtaining and conveying petroleum in the event of petroleum being obtained in any part of the said land

IN TESTIMONY WHEREOF, WE have caused this OUR lease to be sealed with the Seal of the State of Queensland.

Witness Our Trusty and Well-beloved Her Excellency Leneen Forde, Governor in and over the State of Queensland and its Dependencies, in the Commonwealth of Australia at Government House, Brisbane, in Queensland aforesaid, this 2nd day of February, in the 43rd Year of Our Reign and in the year of Our Lord 1995.

SCHEDULE 1 - DESCRIPTION OF LAND

Lease Ref: SL 200807

Lot/Plan 76/SL4907,	County STANLEY	Parish STRADBROKE
------------------------	-------------------	----------------------

Area 0.653100 Ha.

Purpose of Lease: Single Person'S Quarters

Note: For details of description, dimensions and marking of boundaries refer to plan mentioned above.

SCHEDULE 2 - TERM OF LEASE

Commencing on 1 September 1994 for a term of 10 years, expiring on the 31 August 2004

SCHEDULE 3 - LESSEE

CONSOLIDATED RUTILE LIMITED

SCHEDULE 4 - SPECIFIED CONDITIONS

- A2 The lessee shall use the leased land for single person's quarters purposes, for purposes incidental thereto and for no other purpose whatsoever.
- B25 The rent shall be paid yearly in advance and for the first annual rental period or part thereof shall be at the rate of \$4200.00 per annum.

Department of Lands Reference: 94/001031

New Title Ref: 17748095
Continued Next Page . . .

7748/95

- B26 The annual rent for the remaining rental periods shall be determined in accordance with the provisions of the Land Act 1962.
- C1 The right of resuming the whole or any part of the leased land at any time on giving six (6) months notice and compensating for improvements only shall be reserved to the Crown.
- C2 No 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 moveable improvements within a period of three (3) months provided all moneys due by the lessee to the Crown on any account whatsoever have been paid. However, should the land be again made available for lease or purchase, the former lessee will be entitled to receive payment for the value of the improvements or developmental work, in accordance with the principles set out in the Land Act 1962.
- C4 The lessee shall 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 1962 except under the authority of and in compliance in every respect with the requirements of a permit, license, agreement or contract granted or made under the Forestry Act 1959.
- C5 The lessee shall 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.
- D130 The lessee shall ensure that all use and development of the leased land conforms to the Town Planning Scheme and By-Laws and any other agreements and requirements of the Council of the Shire of Redland.
- E1 The lessee shall pay the cost of any required survey.
- K1 The lessee shall maintain the leased land free from noxious plants.
- Z1 The lessee shall during the whole term of the lease maintain the leased land in a clean and tidy condition.
- Z4 The lessee shall during the whole term of the lease maintain all improvements on the holding existing at the commencement of the term of the lease in a good and substantial state of repair.



QUEENSLAND

LEASE FOR A TERM OF YEARS



Land Act 1994

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:

WE, with the advice of the Executive Council, under Section 15(1) and 162(1) of the Land Act 1994, lease as LEASE FOR A TERM OF YEARS all that parcel of land described in Schedule 1, for the term of years specified in Schedule 2, to the person described in Schedule 3.

SUBJECT TO -

- (a) the payment of the annual rent under the Land Act 1994; and
- (b) the reservations specified; and
- (c) the conditions specified in schedule 4; and
- (d) such other reservations and conditions as may be contained in and declared by the laws of the State.

Specified Reservations -

- (a) All minerals (as defined by the Mineral Resources Act 1989) on and below the surface of the land
- (b) The right of access for the purpose of searching for and working any mines (as defined by the Mineral Resources Act 1989) in any part of the land
- (c) All petroleum (as defined by the Petroleum Act 1923) on and below the surface of the land
- (d) All rights of access for the purpose of searching for and for the operations of obtaining petroleum in any part of the land, and all rights of way for access and for pipelines and other purposes requisite for obtaining and conveying petroleum in the event of petroleum being obtained in any part of the said land

IN TESTIMONY WHEREOF, WE have caused this OUR lease to be sealed with the Seal of the State of Queensland.

WITNESS our Trusty and Well-beloved Her Excellency Quentin Bryce, Companion of the Order of Australia, Governor in and over the State of Queensland and its Dependencies, in the Commonwealth of Australia, at Government House, Brisbane, in Queensland aforesaid, this 12th day of August, in the 53rd Year of Our Reign and in the year of Our Lord 2004.

SCHEDULE 1 - DESCRIPTION OF LAND

Lease Ref: TL 221125

Lot/Plan	County	Parish
76/SL4907	STANLEY	STRADBROKE

Area 6531 Sq m.

Purpose of Lease: Residential

Note: For details of description, dimensions and marking of boundaries refer to plan mentioned above.

SCHEDULE 2 - TERM OF LEASE

Commencing on 20 July 2004 for a term of 10 years, expiring on the 19 July 2014

SCHEDULE 3 - LESSEE

STRADBROKE RUTILE PTY LTD A.C.N.009693074

SCHEDULE 4 - SPECIFIED CONDITIONS

A61

- (1) The lessee must use the leased land for residential purposes namely single person's quarters and no other purpose whatsoever.
- (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 Shire 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 indemnifies and agrees to keep indemnified the State of Queensland, Crown Instrumentalities, local governments and other statutory bodies (the Indemnified) 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 State of Queensland granting this lease to the lessee and which is connected to or resulting from the lessees' use and occupation of the leased land (all referred to as the indemnified acts or omissions) save to the extent that the Claim arises as a result of any negligent act or omission of the State of Queensland. The lessee hereby releases and discharges the Indemnified from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified.
- (9) 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 Shire Council, binding on the lessee.
- (10) The lessee must give the Minister administering the Land Act 1994, information about the lease, when requested.
- (11) The lessee must not destroy any trees on the leased land, unless in accordance with the Vegetation Management Act 1999.
- (12) 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.
- (13) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.

A68

- (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.

A69 Further to Condition A61(12) above, the lessee must remove all improvements and rehabilitate the area to the satisfaction of the Minister administering the Land Act 1994 from the date of expiry or forfeiture of the lease.

A70 If the lessee fails to remove the improvements and rehabilitate the area as detailed in Condition A69 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.

C342 The lessee must comply with any lawful requirements of Redland Shire Council.

L109 The lessee must not effect any further structural improvements on the leased land, without the approval of the Minister administering the Land Act 1994 and any other relevant authority, having been first obtained.

L110 The lessee must, to the satisfaction of the Minister administering the Land Act 1994 and Redland Shire Council, maintain all existing improvements on the leased land in a good and substantial state of repair.

Por. No	Farm No	Selector	D and P passed on	Remarks	Por. No	Farm No	Selector	D and P passed on	Remarks
29	S.L. 16823	Exp. 31.3.73							
76	S.L. 28700	Exp. 31.8.84							
29	S.L. 42306	(6004m ²) L. Space							

SURVEY OFFICE
 No. 82127
 Date 21.10.65
 QUEENSLAND

For Additional Plan & Document Notings Refer to CISP

Reference to Corners

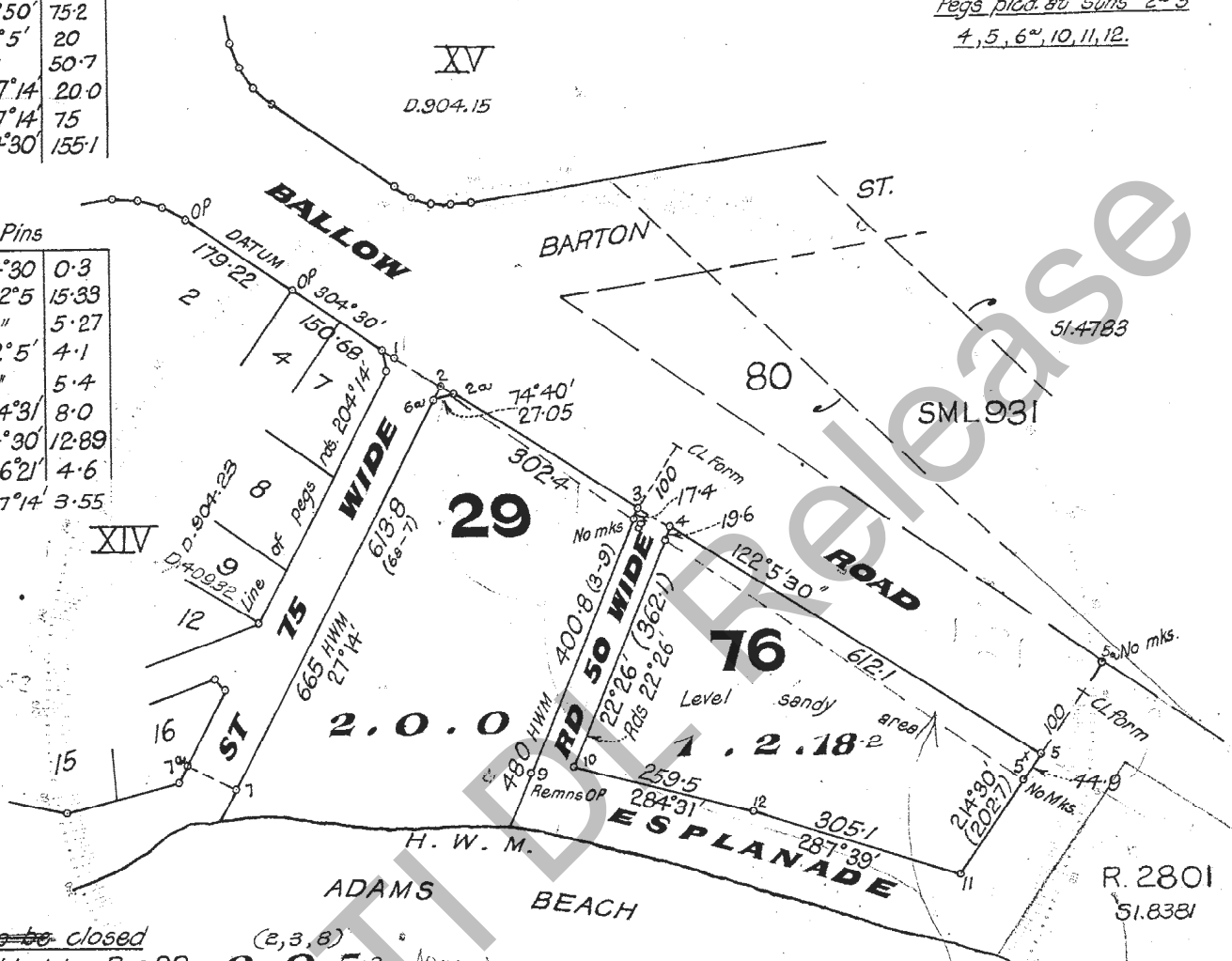
Cor	Bearing	From	Dist.	Marks
Pegs plod. at stns 2-3				
4, 5, 6, 10, 11, 12.				

Traverses and Secants

Line	Bearing	Dist.
1-2	121°50'	75.2
2-2 ^a	122°5'	20
3-4	"	50.7
2-6 ^a	207°14'	20.0
7-7 ^a	297°14'	75
5-5 ^a	34°30'	155.1

Iron Pins

1-Pin	Bearing	Dist.
1	34°30'	0.3
2	302°5'	15.33
3	"	5.27
4	122°5'	4.1
5	"	5.4
10	284°31'	8.0
11	34°30'	12.89
12	206°21'	4.6
2-hole	207°14'	3.55



Road to be closed and added to Por. 29 (e, 3, 8) **0.0.5.3** AREA APPLIED FOR 73/3228 SEC.

Road to be closed & included in Por. 76 **0.0.31.3**

New Road in Por. 29 (2, 2^a, 6^a) **0.0.0.3**

Partly covers D.904:9
Adjustments

Por.	Reference	Previous Area	Date	Charted
29	R.C.	113.35	23.6.67	3.7.67
76	29211	Estab.	23.6.67	3.7.67

CROWN COPYRIGHT RESERVED

I hereby certify that I, in person, made, and on the 25.9.1965 completed the survey represented by this plan, on which are written the bearings and lengths of the lines surveyed by me, and that the survey has been executed in accordance with the existing regulations of the Surveyor General's Department.

Peter Ellis
 Surveyor
 Peter Ellis AS

Meridian Observations

Station	Date	Lat.	Long.	Variation	Dist.
Add CIP for CAN					
Via D. 904:9					

Date of Instructions Private RC.29211
 Date of transmission of plans to S.L. 28700
 Examined by L.L. 13.9.66 Calc. Book No.
 Voucher No. Payment (Adv. Bal.)
 Charted by JBT 26.9.66
 Sales Registered Vol. Fol.
 Scale 2 Chains to an Inch.

PLAN OF
 PORTION No. 29 & 76
 PARISH OF STRADBROKE
 County of Stanley
 Land Agents Brisbane
 District of
 Cat. No. **SL4907**



F.M. Dammach
 0542-11441

Aboriginal and Torres Strait Islander Cultural Heritage Search Request Form

Cultural Heritage Unit
PO Box 15397, City East Queensland 4002
Ph: 07 3247 6212
Email: cultural.heritage@atsia.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

05 Jun 2014 1:07:29 PM

Form submission ID

1401241

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

DNRM

Address

Street No

32

Street Name

Tansey Street

Suburb

Beenleigh

State

QLD

Postcode

4207

Contact Details *

Phone

3884 8047

Fax

3884 8079

Email

judi.howard@dnrm.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

Stradbroke Rutilie

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 *	Plan Number *	Lot Number *	Buffer Width (metres) *	
Lot On Plan	SL4907	76	0.0	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.

Note: Please allow 20 (twenty) working days for the return of results via email or mail.

Great state. Great opportunity.



DAE RTI DL Release

REGISTRATION CONFIRMATION STATEMENT

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Title Reference : 40043954

This is the current status of the title as at 08:48 on 21/05/2014

DESCRIPTION OF LAND

Tenure Reference: TL 0/221125

LOT 76 CROWN PLAN SL4907
 County of STANLEY Parish of STRADBROKE
 Local Government: REDLAND

Area: 0.653100 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
RESIDENTIAL

TERM OF LEASE

Term and day of beginning of lease

Term: 10 years commencing on 20/07/2004

Expiring on 19/07/2015

REGISTERED LESSEE

STRADBROKE RUTILE PTY LTD A.C.N. 009 693 074

CONDITIONS

REGISTRATION CONFIRMATION STATEMENT

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Title Reference : 40043954

CONDITIONS (Continued)

- A61 (1) The lessee must use the leased land for residential purposes namely single person's quarters and no other purpose whatsoever.
- (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 Shire 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 indemnifies and agrees to keep indemnified the State of Queensland, Crown Instrumentalities, local governments and other statutory bodies (the Indemnified) 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 State of Queensland granting this lease to the lessee and which is connected to or resulting from the lessees' use and occupation of the leased land (all referred to as the indemnified acts or omissions) save to the extent that the Claim arises as a result of any negligent act or omission of the State of Queensland. The lessee hereby releases and discharges the Indemnified from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified.
- (9) 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 Shire Council, binding on the lessee.

REGISTRATION CONFIRMATION STATEMENT

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Title Reference : 40043954

CONDITIONS (Continued)

- (10) The lessee must give the Minister administering the Land Act 1994, information about the lease, when requested.
- (11) The lessee must not clear any vegetation on the leased land, unless in accordance with the Integrated Planning Act 1997.
- (12) 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.
- (13) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.
- A68 (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.
- A69 Further to Condition A61(12) above, the lessee must remove all improvements and rehabilitate the area to the satisfaction of the Minister administering the Land Act 1994 from the date of expiry or forfeiture of the lease.
- A70 If the lessee fails to remove the improvements and rehabilitate the area as detailed in Condition A69 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.
- C342 The lessee must comply with any lawful requirements of Redland Shire Council.
- L109 The lessee must not effect any further structural improvements on the leased land, without the approval of the Minister administering the Land Act 1994 and any other relevant authority, having been first obtained.

REGISTRATION CONFIRMATION STATEMENT

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Title Reference : 40043954

CONDITIONS (Continued)

L110 The lessee must , to the satisfaction of the Minister administering the Land Act 1994 and Redland Shire Council , maintain all existing improvements on the leased land in a good and substantial state of repair.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 40043954

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
713923333	DSI/OFFSET LAND VALUATION ACT 2010	24/06/2011 13:33	CURRENT

UNREGISTERED DEALINGS - NIL

DEALINGS REGISTERED

715782591 STATE TN DTL

** End of Confirmation Statement **

EV Dann
Registrar of Titles and Registrar of Water Allocations

Lodgement No: 3451026
Office: BRISBANE
BELINDA TIMMINS

To: Wally Kearnan
Executive Director, South Region

From: Judi Howard
Land Administration Officer

<p>Approved / Not Approved / Noted Further information required</p> <p>s.73</p> <p>Executive Director</p> <p>Dated 13/05/14</p>

Endorsed: Ken Sherwood
Regional Manager, Land Services

7 May 2014

Short term extension of Term Lease 0/221125

Lessee: Stradbroke Rutile Pty Ltd – Single Persons Quarters Stradbroke Island

Recommendation

It is recommended that the Executive Director:

1. **Approve** the short term extension of Term Lease 0/221125, under the provisions of section 164 of the *Land Act 1994* (the Act), for a period of 12 months from the expiry date of 19 July 2014 to allow an application for renewal of the lease to be finalised.

Timing

2. Approval of this brief is required by 19 June 2014 as the term lease is due to expire on 19 July 2014.

Background

3. Term Lease 0/221125 held by Stradbroke Rutile Pty Ltd A.C.N. 009 693 074, the lessee, was issued for a term of ten (10) years, commencing 20 July 2004. The lease has a surveyed area of 0.653100 hectares over Lot 76 on Crown Plan SL4907 on North Stradbroke Island, located at 14-16 Ballow Road, Dunwich (**Attachment 1**).
4. The lease is granted for residential purposes, namely single person's quarters and no other purpose.
5. The lessee was invited to make an application for the renewal of the lease on 13 February 2014 and 14 April 2014.
6. eLVAS case 2014/000849 has been created for the renewal action, an application has been received 12 May 2014 which will not allow sufficient time to finalise before the expiry date.
7. Section 164 of the Act allows a short term extension "If it appears a lease would expire before a renewal application is finalised, the Minister may extend the term of the lease for periods no longer than two years, until the application is finalised".
8. Land Act (Ministerial) Delegation (No.1) 2012 allows the Executive Director to approve an extension to a lease for one period up to 2 years, provided that it is the first extension of the term lease.
9. An extension of 12 months only is requested.

Attachments

10. **Attachment 1:** Smartmap of Lot 76 on SL4907.

Next Steps

11. Following approval, the department will extend the term of the lease by 12 months from **20 July 2014 to 19 July 2015** to ensure the lessee has continuity of tenure.
12. The signing and lodgement of the relevant registry forms will be managed by the region once the briefing note is approved.

Action Officer: Judi Howard, Land Administration Officer
Telephone: 3884 8047

Executive Director - Natural Resources and Mines

Comments:

DAE RTI DL Release

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

Search Date: 15/05/2014 10:22

Title Reference: 40043954
Date Created: 13/08/2004

Previous Title: 17748095

DESCRIPTION OF LAND

Tenure Reference: TL 0/221125

LOT 76 CROWN PLAN SL4907 Parish of STRADBROKE
County of STANLEY
Local Government: REDLAND

Area: 0.653100 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
RESIDENTIAL

TERM OF LEASE

Term and day of beginning of lease

Term: 10 years commencing on 20/07/2004

Expiring on 19/07/2014

REGISTERED LESSEE

STRADBROKE RUTILE PTY LTD A.C.N. 009 693 074

CONDITIONS

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Page 1/4

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

Search Date: 15/05/2014 10:22

Title Reference: 40043954

Date Created: 13/08/2004

CONDITIONS

- A61
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 - (9) 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 Shire Council, binding on the lessee.
 - (10) The lessee must give the Minister administering the Land Act

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Page 2/4

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

Search Date: 15/05/2014 10:22

Title Reference: 40043954

Date Created: 13/08/2004

CONDITIONS

- 1994, information about the lease, when requested.
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- L109 The lessee must not effect any further structural improvements on the leased land, without the approval of the Minister administering the Land Act 1994 and any other relevant authority, having been first obtained.

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Page 3/4

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

Search Date: 15/05/2014 10:22

Title Reference: 40043954
Date Created: 13/08/2004

CONDITIONS

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ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 40043954

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status	Location
713923333	DSI/OFFSET LAND VALUATION ACT 2010	24/06/2011 13:33	CUR	GC-GEN -00

UNREGISTERED DEALINGS - NIL

** End of Current State Tenure Search **

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

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

Page 4/4

Queensland Government
Department of Natural Resources & Mines

ABN: 59 020 847 551

RECEIPT

Received from: Sibelco Australia -
ABN/Address: 2014/0008401

s.73

No.: 2114621

Description	Qty	Unit Val.	Extended	Discount	Ext Value	GST	Total Price
APPLICATION OFFER OF NEW LEASE-LA02/LA25	1	236.20	236.20	0.00	236.20		236.20

Date: 14/05/14	Time: 16:00	DVISA	236.20	Tot Value:	236.20
Brch: nrmtown	SPer: wld			GST:	0.00
CYC: 13416	Reg: 36	Tendered	236.20	Tot Price:	236.20
				Tendered:	236.20
				Change:	0.00

Cheques or other negotiable instruments accepted subject to clearance.

Application form
Contact and Land Details
Part A

Application form requirements

1. **Part A:** Contact and land details will need to be completed.
2. **Part B:** Application specific form will need to be completed.
3. Payment of the prescribed application fee, if relevant. A refund of application fees will not be given. (Detail of fees are available on the Department of Natural Resources and Mines (DNRM) website or your regional DNRM office.)
4. All parts of this application form need to be completed accurately, otherwise your application may be returned to you to complete.

Important information

All applications will be processed having regard to the requirements of the *Land Act 1994* and related legislation, approved policies and procedures and the requirements of all other agencies with an interest in the land.

All completed applications can be lodged with DNRM by sending information to the following email or postal addresses or in person at your local DNRM business centre.

Email:

SLAMlodgement@dnrm.qld.gov.au

If lodging an application via email the application form must be signed and details of payment method included in the email along with all relevant supporting documentation.

Post:

Department of Natural Resources and Mines
PO Box 5318
TOWNSVILLE QLD 4810

In terms of the *Right to Information Act 2009* interested parties may seek access to DNRM records and view relevant documents.

Information on this form, and any attachments, is being collected to process and assess your application under the *Land Act 1994*. The consideration of your application may involve consultation and if so details of your application may be disclosed to third parties. They will not be otherwise disclosed outside the department unless required or authorised by law.

Contact details

Lodger Details and Mailing Address

When a solicitor, bank, consultant etc lodges the application on behalf of the applicant.

Full Name(s)

Title	First name	Surname
Mr	s.73	

Company name(s)

Sibelco Australia Limited

Postal Address

Level 3, 99 Melbourne Street

South Brisbane

QLD 4101

Phone number

07 3370 8600

Mobile phone

Email

@sibelco.com.au

Fax

07 3370 8697

Applicant(s) Details and Mailing Address

If the applicant is a Corporation, either the Australian Registered Body number or the Australian Business number must be shown

Full Name(s)

Title	First name	Surname

Company name(s)

Stradbroke Rutile Pty Ltd

If a Corporation then record ACN ARBN ABN

Postal Address

PO Box74
 Rosewater East
 SA 5013

Phone number

08 8240 8251

Mobile phone

Email

Fax

08 8341 1010

Future correspondence should be sent to

Lodger

Applicant

Details of land for which the application is being lodged

1. Select the type of land for which the application is being lodged.

Permit

Lease

Licence

Unallocated State Land (USL) **go to 2**

Trust Land Reserve/Deed of Grant in Trust (DOGIT)

Road

Other

2. Enter the description of the land for which the application is being lodged. If this application concerns a road, enter the description of the land adjoining the road.

Schedule 1		
You must enter either the Lot on Plan or Title Reference of the land for which the application is being lodged.		
Lot	Plan	Title Reference
Lot 76	SL4907	40043954

go to 3

The details of the land can be found on a current copy of the Title or on your rates notice. If insufficient space, please add additional description as an attachment.

3. Enter additional details of the land

Dealing number

Tenure type

Tenure number

Local Government

Other details of land location (optional)

go to 4

4. Have you participated in a pre-lodgement meeting with the department?

Yes

go to 5

No

5. Provide details of pre-lodgement meeting. (optional)
If insufficient space, please refer to an attachment.

This lease renewal is being lodged in conjunction with an application to purchase the land.
The Department suggested this course of action to ensure continuity of tenure over the said land.

Departmental Officers contact details and any reference number should be included if known.

THIS FORM MUST BE ACCOMPANIED BY THE RELEVANT PART B APPLICATION FORM.

Application form requirements

1. This application is for a renewal of a lease.
2. Read the *Renewal of a Lease* fact sheet that includes application restrictions.
3. Payment of the prescribed application fee.
(Details of fees are available on the Department of Natural Resources and Mines (DNRM) website or from a regional DNRM office.)
4. Any additional information to support application.
5. **Part A:** Contact and details of land will need to be completed and submitted with your application.
6. All parts of this application form need to be completed accurately, otherwise your application may be returned to you to complete.

Important information

An application for renewal of a Lease cannot be accepted until 80 per cent of the term of the lease has expired, however, an application may be made at an earlier time if special circumstances exist. Refer to Policy - Land Holdings - Leases - Expiry and Renewal of a Lease, available on the web at www.nrm.qld.gov.au.

Any renewal of a term lease is limited to the grant of a new term lease to the same lessee and for the same purpose as the existing lease. However, investigations could result in an offer being made for an area smaller than the area of your current lease to enable the state to secure land for uses such as road or a reserve for community purposes etc.

If your application for a renewal of lease is successful, you may also be required to provide a plan of survey at your expense.

All outstanding rental must be paid on the current lease, before submitting an application for renewal of a lease.

An application for a renewal of a Lease is not to be made if the lease is subject to a condition that states that an application for renewal cannot be made.

Information on this form, and any attachments, is being collected to process and assess your application under the *Land Act 1994*. The consideration of your application may involve consultation, and if so details of your application may be disclosed to third parties. They will not be otherwise disclosed outside the department unless required or authorised by law.

1. What is the commencement date of the lease 20 / 07 / 2004 go to 2
(Details of your lease commencement date can be found on a current Title Search of the land)

2. What is the expiry date of the lease 19 / 07 / 2014
(Details of your lease expiry date can be found on a current Title Search of the land)

If less than 80% of the term of the lease has passed at the time of application go to 3, otherwise go to 4

3. Provide sufficient evidence of what special circumstances exist that would warrant this application being accepted. (If there is insufficient space, please lodge as an attachment) go to 4

To provide continuity of purpose for the said lease. The land is being used to provide residential accommodation for mine shift workers for the company's mining operations on North Stradbroke Island. The mining operations are planned to continue through to 2035.

4. Have you made a previous application for renewal of this lease? Yes go to 5 No go to 8

5. Was this application refused? Yes go to 6 No go to 8

If YES, if an earlier application for renewal was refused, and there is no relevant change in circumstances from the earlier application, any new application may be rejected without consideration under Section 159 of the Land Act, 1994 (section 158(4)).

6. Has there been any change in circumstances from the earlier application, which may lead to this application being accepted for further consideration? Yes go to 7 No go to 8

An Application for Renewal of a Lease can be refused without investigation if a earlier application has been refused and the reasons for refusal have not changed

7. Provide details of the change in circumstances from the previous application. (If there is insufficient space, please lodge as an attachment) go to 8

8. Is the lease within an industrial estate managed by the Property Services Group of the Office of the Co-Ordinator General? Yes go to 9 No go to 9

If YES Provide the views of the Property Services Group of the Office of the Department of State Development, Infrastructure and Planning (DIP) Industrial Estates that fall under the responsibility of the Property Services Group of the Office may also be known as DBIRD or Department of State Development (DSD) Industrial Estates. For additional information refer to the website for the Co-Ordinator General, Industrial Land Planning <<http://www.dsdip.qld.gov.au/land-for-industry/property-services-group.html>>.

9. Have you entered into any unregistered agreements with any other parties that provide for certain use or management of the land? Yes go to 10 No go to 11
(For example tenancy or land agreements or nature conservation agreements (in certain circumstances).)

10. Provide details and copies of any documentation relating to these agreements. go to 11
(If there is insufficient space, please lodge as an attachment)

11. Provide details of any additional information to support the application. (optional) go to 12
(If there is insufficient space, please lodge as an attachment)

Attachments

The following will need to be lodged with your application for it to be considered a properly made application. If all this information is not submitted, your application will be returned.

12. Tick the box to confirm the attachments for part of the application.

- Application fee
- Views of the Property Services Group, Department of State Development, Infrastructure and Planning for an industrial estate administered by that Department, if applicable
- Copies of documentation relating to unregistered agreements, if applicable

It is recommended that any attached plans, sketches or maps be of A4 or A3-size. Your application will not be considered as having been properly made, unless all parts of this application form are completed accurately. In this instance your application may be returned to you for completion.

Declaration

I certify that I have read the information which forms part of this application and the information I have provided is true and accurate.

Signature of applicant (or their legal representative)

s.73	_____
------	-------

Date: 12 / 05 / 2014

If applicant, section 142 of the *Land Act 1994* states a person is eligible to apply for, buy or hold land under the *Land Act 1994* if the person is an adult, that is, 18 years of age or over.
 If the legal representative of the applicant is signing as the applicant then the legal representative's full name must be printed immediately below the signature.

Author: Judi Howard
File / Ref number 2014/000849
State Land Asset Management
Phone (07)3884 8047



Department of
Natural Resources and Mines

13 February 2014

Stradbroke Rutile Pty Ltd
PO Box 74
ROSEWATER EAST SA 5013

Dear Sir / Madam

**APPLICATION FOR RENEWAL OF TERM LEASE 0/221125 being, Lot 76 on SL4907
14 – 16 Ballow Road, Dunwich – North Stradbroke Island**

The term of the above Lease expires on 19 July 2014 and upon expiry of the lease on 19 July 2014 you must vacate the property and any improvements remaining on the leased land become the property of the State.

If you wish to apply for a new lease, you must complete the attached application forms and forward to this office, *immediately*.

Link for application forms:-

<http://www.dnrm.qld.gov.au/land/accessing-using-land/state-land/forms>

Also attached is a **supporting fact sheet** to guide you through the application process.

An application fee of \$236.20 is required to be paid if you decide to make an application for a new lease. This fee is payable at the time you advise this Department you wish to proceed with the application for a new lease.

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 SLAM-beenleigh@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.

Please quote reference number 2014/000849 in any future correspondence.

Yours sincerely

s.73

Judi Howard
Land Administration Officer
Beenleigh

Postal :
DNRM Beenleigh
PO Box 1164
Beenleigh QLD 4207

Telephone : (07)3884 8047
Fax: (07)3884 8079

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

Search Date: 13/02/2014 08:27

Title Reference: 40043954
Date Created: 13/08/2004

Previous Title: 17748095

DESCRIPTION OF LAND

Tenure Reference: TL 0/221125

LOT 76 CROWN PLAN SL4907
 County of STANLEY Parish of STRADBROKE
 Local Government: REDLAND

Area: 0.653100 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
RESIDENTIAL

TERM OF LEASE

Term and day of beginning of lease

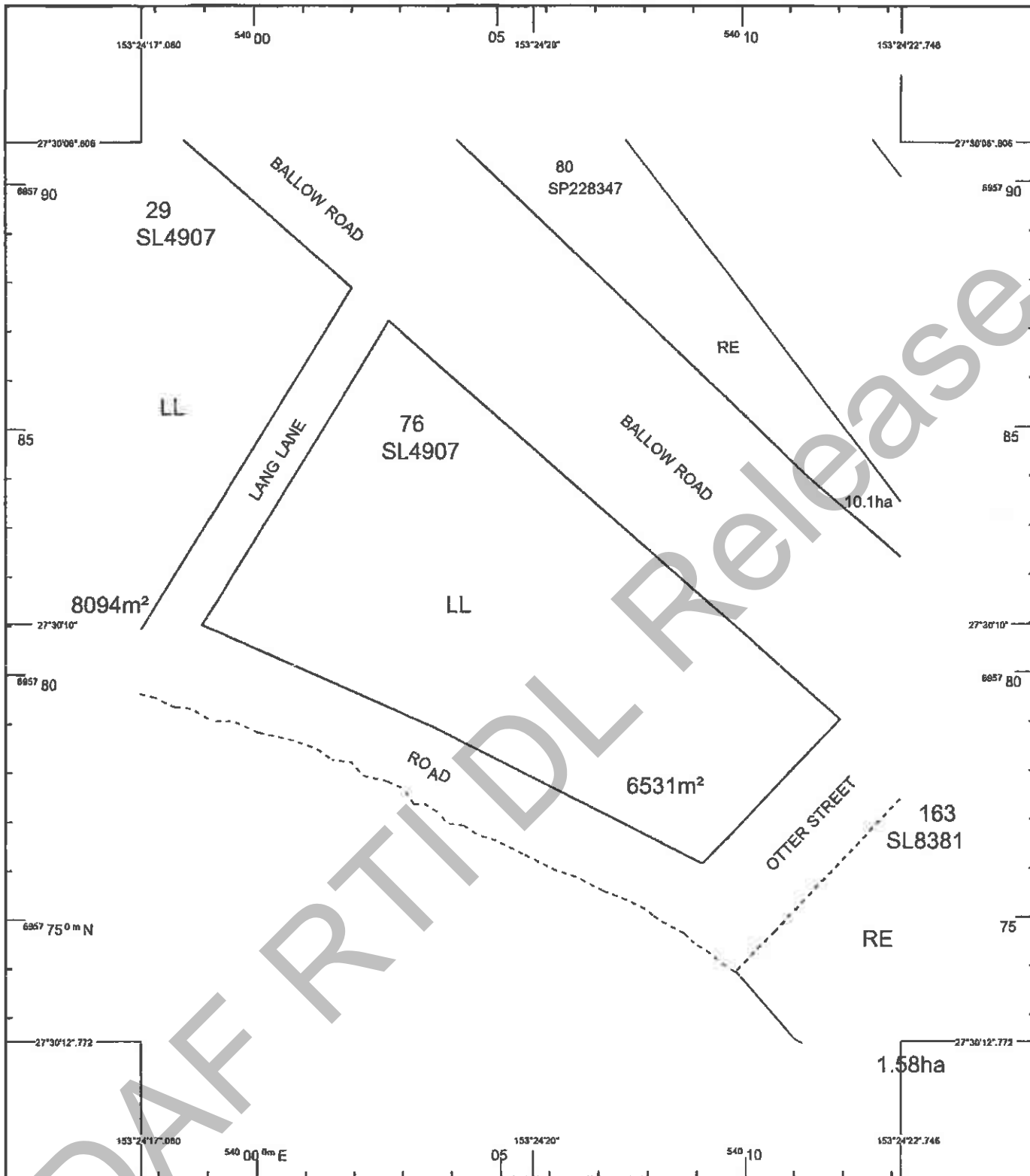
Term: 10 years commencing on 20/07/2004

Expiring on 19/07/2014

REGISTERED LESSEE

STRADBROKE RUTILE PTY LTD A.C.N. 009 693 074

CONDITIONS



STANDARD MAP NUMBER
9542-11441



MAP WINDOW POSITION & NEAREST LOCATION



SUBJECT PARCEL DESCRIPTION

DCDB	
Lot/Plan	76/SL4907
Area/Volume	6531m²
Tenure	LANDS LEASE
Local Government	REDLAND CITY
Locality	DUNWICH
Parish	STRADBROKE
County	STANLEY
Segment/Parcel	20182/36

CLIENT SERVICE STANDARDS

PRINTED (dd/mm/yyyy) 13/02/2014

DCDB 12/02/2014

Users of the information recorded in this document (the information) accept all responsibility and risk associated with the use of the information and should seek independent professional advice in relation to dealings with property.

Despite Department of Natural Resources and Mines (DNRM)'s best efforts, DNRM makes no representations or warranties in relation to the information, and, to the extent permitted by law, exclude or limit all warranties relating to correctness, accuracy, reliability, completeness or currency and all liability for any direct, indirect and consequential costs, losses, damages and expenses incurred in any way (including but not limited to that arising from negligence) in connection with any use of or reliance on the information.

For further information on SmartMap products visit <http://www.qld.gov.au/property/mapping/smartmap>

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 Natural Resources and Mines) 2014. Page 256 of 274

GDA

15-424

File C



Image:	AAM	Date:	Jan 2014
Drawn:	DC	Date:	8/5/14
Checked:		Date:	
Approved:		Date:	
Coordinates:	CRL Grid		
Height Datum:	AHO		
Contour Interval:	n/a	Index Contours:	n/a

NOTE:
 1. This plan shows the general arrangement of the SAL leases within the town of Dunwich.
 2. The aerial photography was captured by AAM on 19/1/2014.

Scalebar in Metres - 1:3,000

SIBELCO - MINERAL SANDS

Plan of SAL Special Leases in Dunwich on North Stradbroke Island with 2014 orthophoto image

SIBELCO Drawing No.: **SP-1016A** Paper Size: **A4**



Reference Details

Reference No. 2014/000849
Action Type: Short term extension
Action Status: Proposed

Title Ref: 40043954
Tenure Type: Lease for a Term of Years

Service Centre: Beenleigh
Region: South East

Interested Parties

Name: Redland City Council / Redland
Address: PO Box 21, Cleveland, QLD, 4163
Ref:

Description of Land

Total Area (ha): 0.6531 Surveyed
Exclusions/Restrictions/Reservations: No

Lot/Plan Details

Lot/Plan	Area
76/SL4907	0.6531 ha
Parish	County
Stradbroke	Stanley
Local Authority	
Redland City Council	

No Forestry Entitlement

No Future Conservation Areas

No Tenant Correspondents

No Acts and Sections

No Document Recipient

No Encumbrances

No Parent Titles

No Attached Tenures

No Reserves

Land Value Information

Subdivision Parcel:

Purpose:

Category:

Sub Category:

Rental Type:

Fixed Rent Expires:

Rate:

:

Sale Price:

Improvements Value:

Deposit:

Timber Value:

Timber Installment:

No Deeds To Be Issued

Optional Conditions

Nil

Optional Reservations

Nil

To: Dr Brett Heyward
Director-General, Natural Resources and Mines

From: Andrew Buckley
Deputy Director-General,
Service Delivery

Approved / Not Approved / Noted Further information required
.....
Director-General
Dated/...../.....

Endorsed: **Wally Kearnan Executive Director, South Region**
Ken Sherwood Regional Manager, South Region

29 April 2014

Request for Approval for short term extension of Term Lease 0/221125
Lessee: Stradbroke Rutile Pty Ltd A.C.N 009 693 074
Lot 76 on Crown Plan SL4907 - Dunwich

Recommendation

- 1. It is recommended that the Director-General:
 - **approve** a short term extension of TL 0/221125 under Section 164 of the *Land Act 1994* (the Act) for a period of 12 months from the expiry date of 19 July 2014 to allow an application for renewal of the lease to be finalised.

Timing

- 2. Approval of this brief is required by 19 June 2014 because the term lease is due to expire on the 17 July 2014 and time is required to enable the lease to be extended. If the brief is not signed by this date the term lease may expire prior to the renewal of the lease

Background

- 3. eLVAS case 2014/000849 has been created for the renewal action.
- 4. Term Lease 0/221125 is held by Stradbroke Rutile Pty Ltd A.C.N. 009 693 074 (Stradbroke Rutile) and is located on Lot 76 on Crown Plan SL4907. The lease was issued for 10 years, commencing 20 July 2004 and has an expiry date of 19 July 2014.
- 5. An invitation to make application for the renewal of the lease was sent to Stradbroke Rutile on 13 February 2014 with a follow up request being sent on the 14 April 2014.
- 6. To date an application has not been received from Stradbroke Rutile.

Attachments

- 7. **Attachment 1:** Maps showing the location of the lease.

Clearance

- 8. Does this have a budget or financial impact? **NO**
- 9. Does this have an impact for Service Delivery or any other area in DNRM? **NO**

Next Steps

- 10. Following approval, the department will extend the term of the lease by 12 months to the lessee has continuity of tenure while the renewal of the lease is being investigated.

Andrew Buckley

Action Officer: Cath Devoil A/Principle Land Officer
Telephone: 4529 1251

Director-General - Natural Resources and Mines

Comments:

DAE RTI DL Release

DELETE THIS PAGE BEFORE PROGRESSING FOR APPROVAL

Statewide Champion roles

The Executive Directors also perform 'Champion' roles. Champions are responsible for issues that are statewide rather than region-specific.

For example:

- If you have an issue regarding a parcel of land at Maroochydore you would contact the Executive Director – South.
- If you have an inquiry about State Land in general you would contact the appropriate Champion.

Function	Champion contact details	Support Officer to Champion contact details
Land		
SLAM business improvement	Andrew Buckley 4222 5561	Ken Sherwood
State land management (fire and pest)	Andrew Buckley 4222 5561	Jason Riethmuller 4837 3449
Land Allocation and sales	Andrew Buckley 4222 5561	Kev Allan 4222 5588
Vegetation	Wally Kearnan 3330 4459	Ken Sherwood
Rural Leasehold Land Strategy	Wally Kearnan 3330 4459	Kev Allan 4222 5588
Strategic cropping land	Wally Kearnan 3330 4459	Jason Riethmuller 4837 3449
Stock routes	Darren Moor 4837 3451	Jason Riethmuller 4837 3449
Asset Valuation (Whole of Department and Government)	Neil Bray 3330 5955	Cameron Hurman 3896 3613
Water		
Water metering	Darren Moor 4837 3451	Michael Mawn 3137 4292
Water planning	Darren Moor 4837 3451	Nigel Kelly 4222 5540
Water management	Darren Moor 4837 3451	Paul Sanders 3406 2510
Water monitoring	Darren Moor 4837 3451 Lloyd Taylor 3224 2411	Ian Gordon 4999 6844
Planning		
Regional planning services	Wally Kearnan 3330 4459	Gary Innis 4222 5445
Corporate		
Debt management (whole of department)	Lloyd Taylor 3224 2411	Tanya Bartlett 3227 6608
Open data revolution (whole of department)	Steve Jacoby 3896 3708	-
Disaster management (whole of department)	Liz Dann 3227 7001	-
Workplace health and safety	-	Sharon Smith (Brisbane) 3330 6120 Lorelle Coombe (regions) 4837 3319
Business support and counters	-	Linda Kilminster (regions) 3330 4458
Audit and Risk Issues	Sue Ryan 3199 8281	

Por. No	Farm No	Selector	D and P passed on	Remarks	Por. No	Farm No	Selector	D and P passed on	Remarks
29	S.L. 16823	Exp. 31.3.73							
76	S.L. 28700	Exp. 31.8.84							
29	S.L. 42306	(6004m ²) L. Space							

SURVEY OFFICE
 No. 82127
 Date 21.10.65
 QUEENSLAND

For Additional Plan & Document Notings Refer to CISP

Reference to Corners

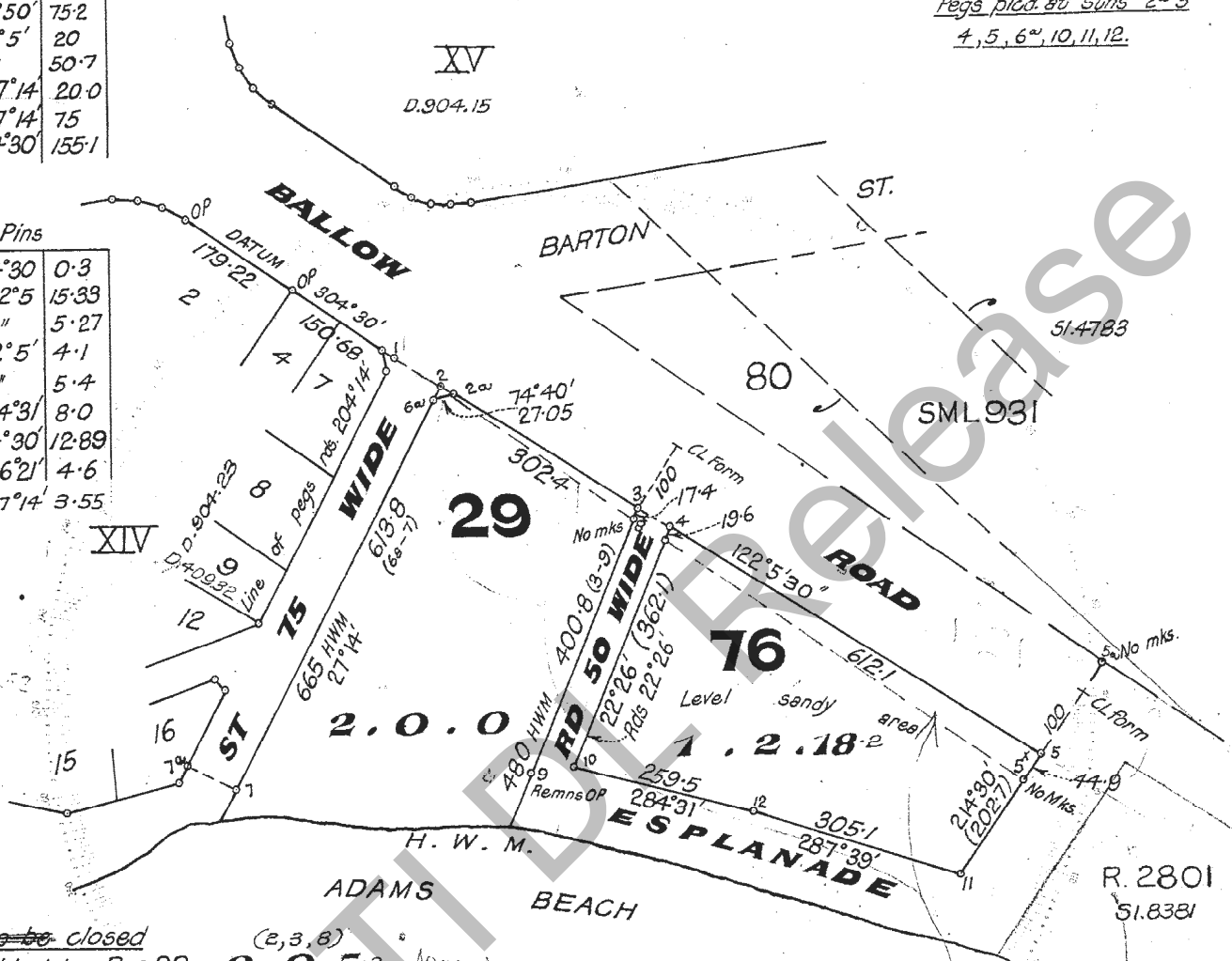
Cor.	Bearing	From	Dist.	Marks
Pegs plod. at stns 2-3				
4, 5, 6 ^W , 10, 11, 12.				

Traverses and Secants

Line	Bearing	Dist.
1-2	121°50'	75.2
2-2 ^W	122°5'	20
3-4	"	50.7
2-6 ^W	207°14'	20.0
7-7 ^W	297°14'	75
5-5 ^W	34°30'	155.1

Iron Pins

1-Pin	Bearing	Dist.
1	34°30'	0.3
2	302°5'	15.33
3	"	5.27
4	122°5'	4.1
5	"	5.4
10	284°31'	8.0
11	34°30'	12.89
12	206°21'	4.6
2-hole	207°14'	3.55



Road to be closed and added to Por. 29 (e, 3, 8) **0.0.5.3** AREA APPLIED FOR 73/3228 SEC.

Road to be closed & included in Por. 76 **0.0.31.3**

New Road in Por. 29 (2, 2^W, 6^W) **0.0.0.3**

Partly covers D.904:9
Adjustments

Por.	Reference	Previous Area	Date	Charted
29	R.C.	113.35	23.6.67	3.7.67
76	29211	Estab.	23.6.67	3.7.67

Road closed
 22/3. 656
 2632105
 (23.6.67)



CROWN COPYRIGHT RESERVED

PLAN OF
 PORTION No. 29 & 76
 PARISH OF STRADBROKE
 County of Stanley
 Land Agents Brisbane
 District of
 Cat. No. **SL4907**

I hereby certify that I, in person, made, and on the 25.9.1965 completed the survey represented by this plan, on which are written the bearings and lengths of the lines surveyed by me, and that the survey has been executed in accordance with the existing regulations of the Surveyor General's Department.

Meridian Observations

Station	Date	Lat.	Long.	Variation	Observed	Calc.
Add CIP for CAN						
via D. 304:8						

Date of Instructions Private AC.29211
 Date of transmission of plans to S.L. 28700
 Examined by L.L. 13. 2.66 Calc. Book No.
 Voucher No. Payment (Adv. Bal.)
 Chartered by 26.9.66
 Sales Registered Vol. Fol.
 Scale 2 Chains to an Inch.

F.M. Dunmore
 2542-11441

Peter Ellis
 Surveyor
 Peter Ellis AS

Title Reference [40043954]

eLVAS Case Id [2014/000849]

Adjustment notice under the Land Act 1994

1. Property Description for the Lease, Licence or Reserve

Lot/Plan	Title Reference
Lot 76 on Crown Plan SL4907	40043954
2016	

go to 2

2. Select the type of adjustment dealing

Adjustment to details of tenure

- Section 31A** boundaries of a reserve are changed
- Section 31B** changing community purpose
- Section 360** amend the description or anything else in a Freeholding lease
- Section 360A (3)** – amend the description or anything else in the term or perpetual lease if
- (a) the lease is defective because of an error or omission in its preparation; or
- (b) the court has made a decision under section 435 on a dispute about the boundaries; or
- (c) the Minister has approved that an area of unallocated State land be included in the lease
- (d) the Minister considers it necessary for another reason to correct the lease.
- Section 360B** – amend the description or anything else in a State lease if—
- (a) the boundaries of the lease land are not stated in the lease with adequate certainty or do not agree with the boundaries shown on the relevant plan; or
- (b) a survey of the land gives more accurate knowledge of the lease; or
- (c) the Minister has approved of a mutual exchange of areas adjoining a common boundary between State leases that are within the boundaries of 1 reserve, and the lessees of the leases agree to the exchange; or
- (d) the Minister has approved that an area of trust land be included in the lease; or
- (e) the State lease is defective because of an error or omission in its preparation; or
- (f) the Minister considers it necessary for another reason to correct the State lease.

go to 3

Adjustment to term of lease

- Section 164** Short term extension
- Section 173A** Short term extension

Extension granted to:

19	07	2015
DD	MM	YYYY

Extension granted to:

DD	MM	YYYY

go to 3

Title Reference [LOT 76 ON]

eLVAS Case Id[40043954]

3. Select details of the particular item being amended

<input checked="" type="checkbox"/>	Description	go to 4
<input type="checkbox"/>	Term of lease	go to 5
<input type="checkbox"/>	Name of lessee	go to 5
<input checked="" type="checkbox"/>	Other	go to 5

4. New Description

Omit eg. Lot 8 on RP1236544 eg. area – 523.469 ha	Insert eg. Lot 121 on SP1236544 eg. area – 323 ha

go to 4

5. Enter details of the particular item being amended (other than the description)

Omit eg. Mary Ann Smith	Insert eg. Mary Anne Smith
Expiring on 19/07/2014	Expiring on 19/07/2015

go to 6

6. Declaration

I hereby declare that this action is approved under the relevant legislation and request details shown in this notice be recorded in the Land Register.

Signature of Delegated Officer

Delegated Officers full name: Diane Therese McQuade

Delegated Officers position title: Senior Land Officer

Regional Office: Beenleigh

Date: / /

Dealing Number.

Duty Imprint



Privacy Statement

The information from this form is collected under the authority of the Land Title Act 1994, the Land Act 1994 and the Water Act 2000 and is used for the purpose of maintaining the publicly searchable registers in the land registry and the water register.

1. Nature of request

Short Term Extension of Lease under Section 164 of the *Land Act 1994*

Lodger (Name, address & phone number)

Department of Natural Resources and Mines
PO Box 1164
BEENLEIGH QLD 4207
Att: Judi Howard Phone: 3884 8047
2014/000849

Lodger Code
BH2340

2. Lot on Plan Description

Lot 76 on Crown Plan SL4907

County

Stanley

Parish

Stradbroke

Title Reference

40043954

3. Registered Proprietor/State Lessee

Stradbroke Rutile Pty Ltd A.C.N 009 693 074

4. Interest

State Land

5. Applicant

The State of Queensland (Represented by the Department of Natural Resources and Mines)

6. Request

I hereby request that: the term of TL 0/221125 be extended for a period of 1 year under section 164 of the *Land Act 1994* as per attached adjustment notice under the *Land Act 1994*

7. Execution by applicant

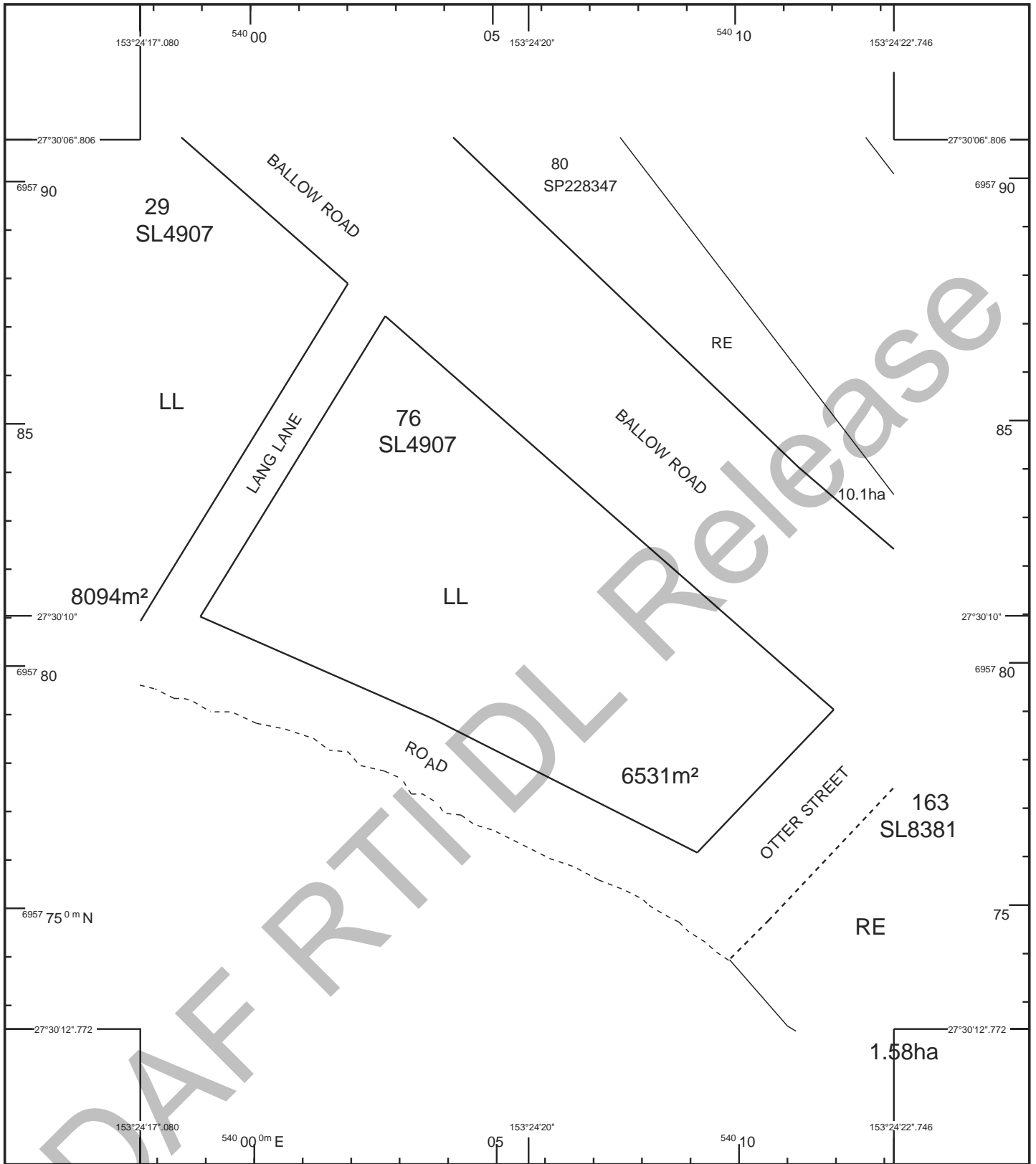
Execution Date

/ /2014

Applicant's or Solicitor's Signature

.....
Diane Therese McQuade
Senior Land Officer
A duly authorised delegate of the
Minister under the current Land Act
(Ministerial) Delegation

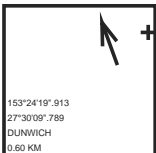
Note: A Solicitor is required to print full name if signing on behalf of the Applicant



STANDARD MAP NUMBER
9542-11441



MAP WINDOW POSITION &
NEAREST LOCATION



SUBJECT PARCEL DESCRIPTION

DCDB	
Lot/Plan	76/SL4907
Area/Volume	6531m ²
Tenure	LANDS LEASE
Local Government	REDLAND CITY
Locality	DUNWICH
Parish	STRADBROKE
County	STANLEY
Segment/Parcel	20182/36

CLIENT SERVICE STANDARDS

PRINTED (dd/mm/yyyy) 13/02/2014

DCDB 12/02/2014

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SmartMap Information Services
Based upon an extraction from the
Digital Cadastral Data Base



**Queensland
Government**

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Resources and Mines) 2014.



15-424



Queensland
Government

Department of
Natural Resources and Mines

Author: Judi Howard
File / Ref number 2014/000849
State Land Asset Management
Phone (07)3884 8047

13 February 2014

Redland City Council
PO Box 21
CLEVELAND QLD 4163

Dear Sir / Madam

**APPLICATION FOR RENEWAL OF TERM LEASE 0/221125 being, Lot 76 on SL4907
14 – 16 Ballow Road, Dunwich – North Stradbroke Island**

The term of the above Lease expires on 19 July 2014 and the Department is considering further dealings with this land.

Please advise if you have any objections to the renewal of the lease, and any views or requirements that may affect the future use of the land.

Copy of Current Title Search and Smartmap is attached for your information.

If you offer an objection to the renewal of this lease, a full explanation stating the reason for such an objection should be forwarded to this Office.

If no reply is received by 11 April 2014, it will be assumed you have no interests in this dealing.

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 SLAM-beenleigh@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.

Please quote reference number 2014/000849 in any future correspondence.

Yours sincerely

s.73

Judi Howard
Land Administration Officer
Beenleigh

Postal :
DNRM Beenleigh
PO Box 1164
Beenleigh QLD 4207

Telephone : (07)3884 8047
Fax: (07)3884 8079

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

Search Date: 13/02/2014 08:27

Title Reference: 40043954
Date Created: 13/08/2004

Previous Title: 17748095

DESCRIPTION OF LAND

Tenure Reference: TL 0/221125

LOT 76 CROWN PLAN SL4907
 County of STANLEY Parish of STRADBROKE
 Local Government: REDLAND

Area: 0.653100 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
RESIDENTIAL

TERM OF LEASE

Term and day of beginning of lease

Term: 10 years commencing on 20/07/2004

Expiring on 19/07/2014

REGISTERED LESSEE

STRADBROKE RUTILE PTY LTD A.C.N. 009 693 074

CONDITIONS

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

Search Date: 13/02/2014 08:27

Title Reference: 40043954
Date Created: 13/08/2004

CONDITIONS

- A61
- (1) The lessee must use the leased land for residential purposes namely single person's quarters and no other purpose whatsoever.
 - (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 Shire 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 indemnifies and agrees to keep indemnified the State of Queensland, Crown Instrumentalities, local governments and other statutory bodies (the Indemnified) 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 State of Queensland granting this lease to the lessee and which is connected to or resulting from the lessees' use and occupation of the leased land (all referred to as the indemnified acts or omissions) save to the extent that the Claim arises as a result of any negligent act or omission of the State of Queensland. The lessee hereby releases and discharges the Indemnified from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified.
 - (9) 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 Shire Council, binding on the lessee.
 - (10) The lessee must give the Minister administering the Land Act

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

Search Date: 13/02/2014 08:27

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CONDITIONS

- 1994, information about the lease, when requested.
- (11) The lessee must not clear any vegetation on the leased land, unless in accordance with the Integrated Planning Act 1997.
- (12) 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.
- (13) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.
- A68 (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.
- A69 Further to Condition A61(12) above, the lessee must remove all improvements and rehabilitate the area to the satisfaction of the Minister administering the Land Act 1994 from the date of expiry or forfeiture of the lease.
- A70 If the lessee fails to remove the improvements and rehabilitate the area as detailed in Condition A69 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.
- C342 The lessee must comply with any lawful requirements of Redland Shire Council.
- L109 The lessee must not effect any further structural improvements on the leased land, without the approval of the Minister administering the Land Act 1994 and any other relevant authority, having been first obtained.

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

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CONDITIONS

L110 The lessee must , to the satisfaction of the Minister administering the Land Act 1994 and Redland Shire Council , maintain all existing improvements on the leased land in a good and substantial state of repair.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Lease No. 40043954

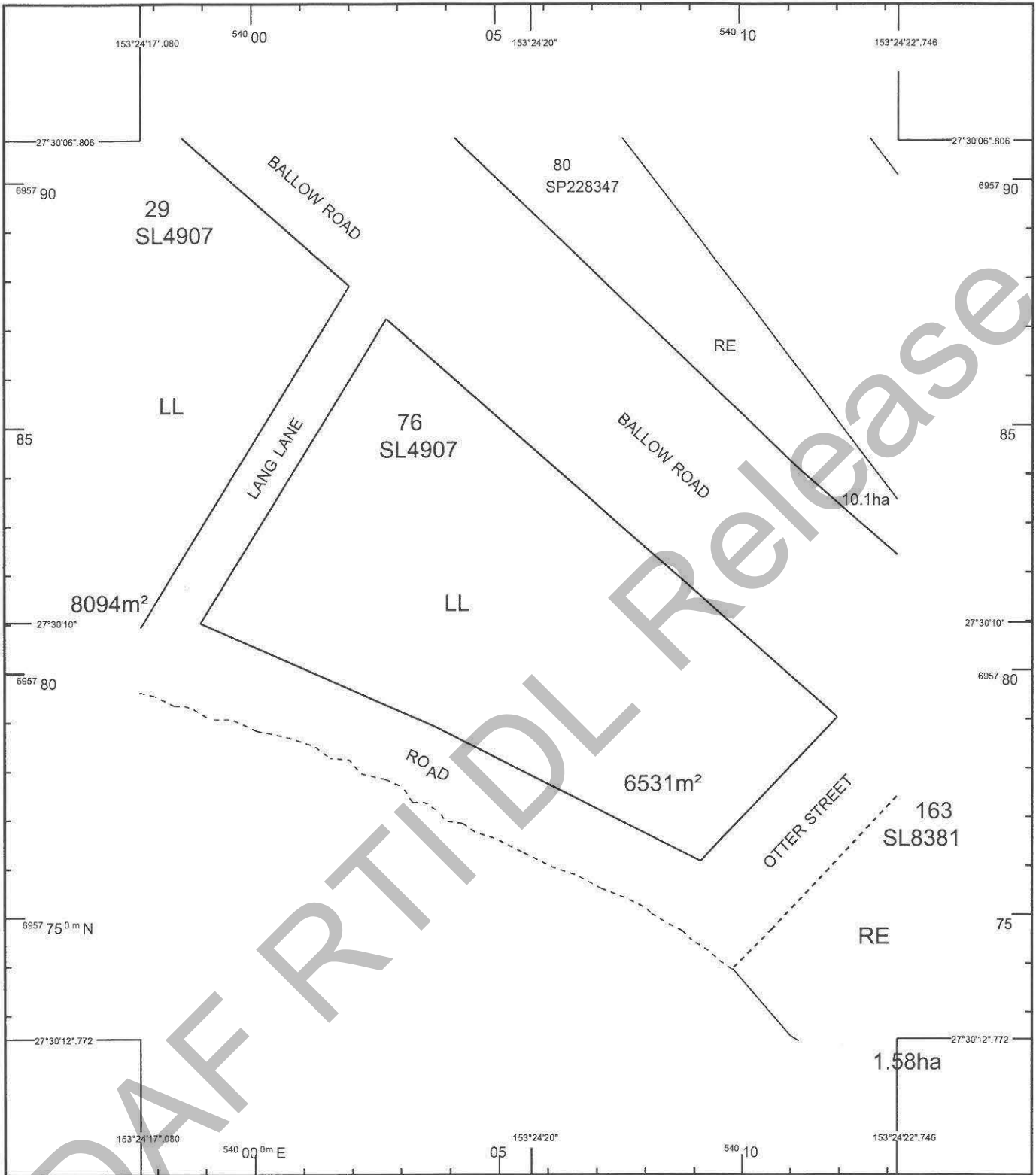
ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status	Location
713923333	DSI/OFFSET	24/06/2011 13:33	CUR	GC-GEN -00

LAND VALUATION ACT 2010
UNREGISTERED DEALINGS - NIL

** End of Current State Tenure Search **

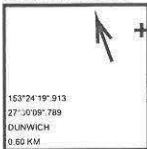
Information provided under section 34 Land Title Act (1994) or section 281 Land Act (1994)



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FILE C