

eLVAS Client Interaction Report

For Interaction id: 1336841

Contact Details

Business unit: State Land Asset Management
Business context: Written (Outwards) Case
Interaction method: Letter
Interaction date: 16-Dec-2015 2:10 PM
Entered by: Thomas, Paula Suzanne
Reference:

Contact with: Broadley Rees Hogan, Brisbane

Documents

Document Type	Title	Received/Sent
Outgoing Letter/Document	letter of offer for conversion of lease	16-Dec-2015

Interaction Record History

Service Centre: Townsville
Associated to Case: 2014/008186
Revision No.: 0
Updated by: Thomas, Paula Suzanne
Date: 16-Dec-2015
Details: department's letter of offer for conversion of Special Lease 44/50840 sent to lessee's lawyers.

Assignment History

RTI/DL RELEASE - DNRM

Offer Account

(This is not a Tax Invoice)

Issued



Queensland
Government

Department of
Natural Resources and Mines

Payment Reference: 629406
Offer Account Date: 16/12/2015
Enquiry Reference: 2014/008186/4
Account No: 1404008186
Account Due Date: 21/01/2016

Applicant: M.J. Neilson Pty. Ltd.
 Level 36, Santos Place,
 32 Turbot Street
 Brisbane QLD 4000
 Australia

ABN No. 64 063 240 344
ACN/ARBN No. 063 240 344

Item Description	Quantity	Amount (\$)	Amount Due (\$)
Total Sale Price (GST Incl if applicable)	1		
Property Value (Taxable, GST Excl)	1		
GST on Taxable Property Value	1		
Conveyance/Stamp Duty (GST Exempt)	1		
Deposit Amount (GST Free)	1		
Lease/Licence/Permit Fee (Div 81)	1		
Total Payable at Acceptance/Settlement:			

s78B(2) - business affairs

Comment:

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: 928549
 Ref: 100000006294060



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.

Offer Account

(This is not a Tax Invoice)

Issued

Payment Reference: 629404
Offer Account Date: 16/12/2015
Enquiry Reference: 2014/008186/3
Account No: 1403008186
Account Due Date: 21/01/2016

Applicant: M.J. Neilson Pty. Ltd.
 Level 36, Santos Place,
 32 Turbot Street
 Brisbane QLD 4000
 Australia

ABN No. 64 063 240 344
ACN/ARBN No. 063 240 344



Queensland
Government

Department of
Natural Resources and Mines

Item Description	Quantity	Amount (\$)	Amount Due (\$)
Total Sale Price (GST Incl if applicable)	1		
Property Value (Taxable, GST Excl)	1		
GST on Taxable Property Value	1		
Conveyance/Stamp Duty (GST Exempt)	1		
Deed Fee (Div 81)	1		
Total Payable at Acceptance/Settlement:			

s78B(2) - business affairs

Comment:**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: 928549
 Ref: 100000006294045



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.

16-Dec-2015

13-221

File A

Page 3 of 197



Queensland
Government

Department of
Natural Resources and Mines

Author: Paula Thomas
Our Ref: 2014/008186
Directorate/Unit: State Land Asset Management
Phone: (07) 4447 9180

16 December 2015

Broadley Rees Hogan
Lawyers
GPO Box 635
Brisbane Qld 4001

Attention: Tracy Carr

Dear Tracy,

**Application for Conversion to Freehold Tenure of Special Lease 44/50840
Lot 499 on Crown Plan EP2382**

Reference is made to your client's application for conversion of Special Lease 44/50840 which was received in the department on 3 November 2014.

I wish to advise your client's application has been approved with the Minister's Determination of the purchase price of the land ^{7B(2) - business affairs} plus associated costs.

Approval will be sought for the issue of either a Deed of Grant or Freeholding Lease over Lot 499 on EP2382, 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 MJ Nielson Pty Ltd A.C.N. 063 240 344.

If you wish to proceed with the conversion application, your clients will have the option to pay the purchase price either:-

1. in full with a subsequent Deed of Grant issuing or;
2. by way of instalments over a term of twenty (20) years with the issuing of a Freeholding Lease.

Deed of Grant:

The attached agreement duly signed, together with payment of deposit being the amount of \$60,428.00 must be returned to the Department by close of business on **16 March 2016**, otherwise this offer lapses. 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, (less the deposit paid) being the amount ^{7B(2) - business affairs} must be satisfied by close of business on **16 June 2016**, otherwise this offer lapses.

Postal :
DNRM Townsville
PO Box 5318
Townsville
4810 QLD

Telephone: (07) 4447 9180
Facsimile: (07) 4447 9199

Freeholding Lease:

The attached agreement duly signed, together with payment being ^{s.7B(2) - business affairs} must be returned to the Department by close of business on **16 March 2016**, otherwise this offer lapses. 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, (less the deposit paid) being the amount of ^{s.7B(2) - business affairs} must be satisfied by close of business on **16 June 2016**, otherwise this offer lapses.

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

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

If your client **does not apply** for an extension of time and **the offer lapses**, a new application and application fee will be required. If your client does 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.

Should the offer lapse, all monies paid in relation to the offer account will be refunded.

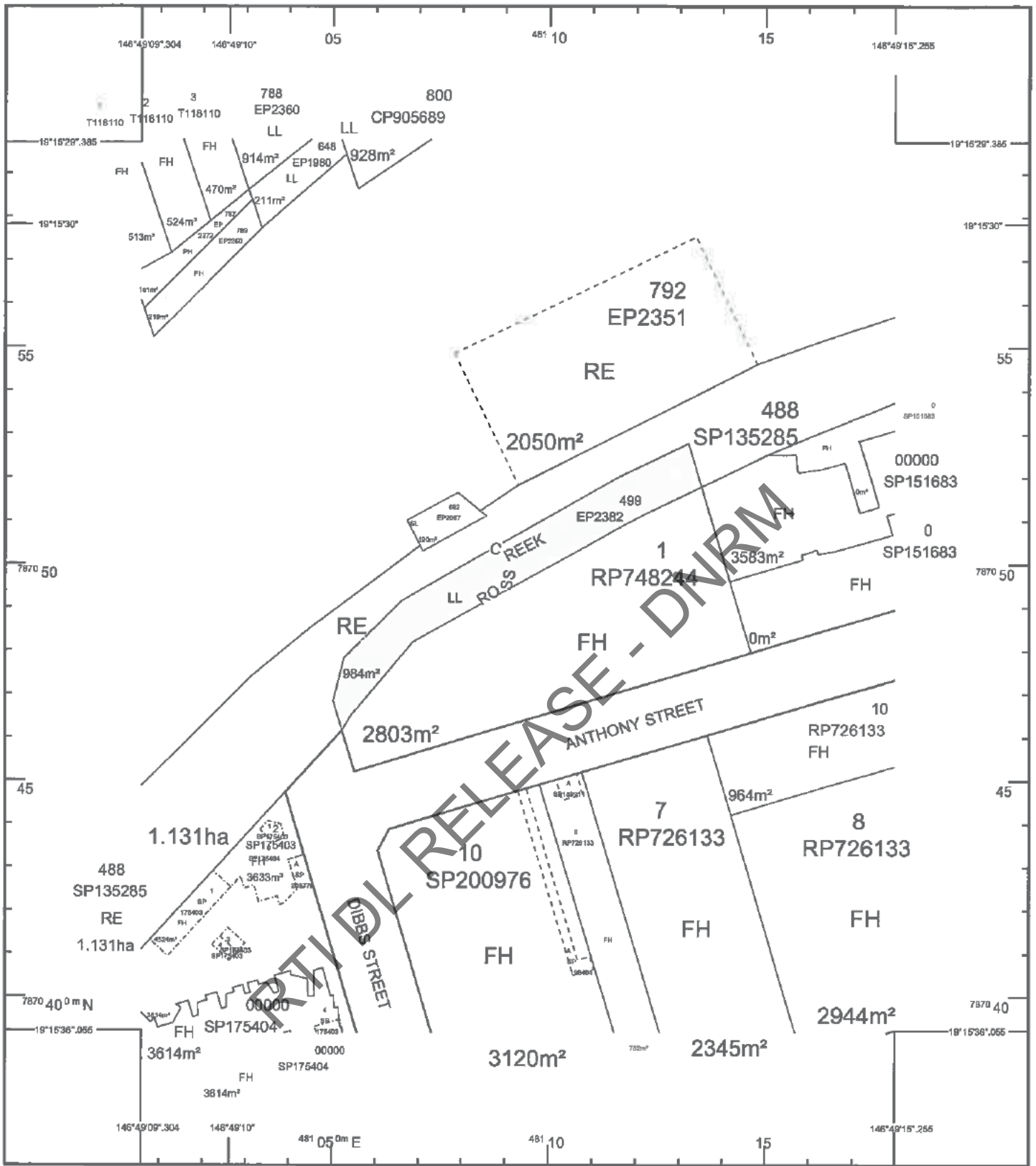
If you wish to discuss this matter please contact Paula Thomas on (07) 4447 9180.

All future correspondence relative to this matter is to be referred to the contact officer at the address below or by email to Townsville.SLAMS@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 2014/008186 in any future correspondence.

Yours sincerely,

Paula Thomas
Paula Thomas
Land Administration Officer



STANDARD MAP NUMBER
8259-24144



MAP WINDOW POSITION & NEAREST LOCATION



SUBJECT PARCEL DESCRIPTION

DCDB	499/EP2382
Lot/Plan	984m ²
Area/Volume	LANDS LEASE
Tenure	TOWNSVILLE CITY
Local Government	SOUTH TOWNSVILLE
Locality	51584/17
Segment/Parcel	

CLIENT SERVICE STANDARDS

PRINTED (dd/mm/yyyy) 16/12/2015
For additional information regarding this SmartMap see page 2.
Shading Rules have been applied.

DCDB 15/12/2015

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, excludes or limits 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://hnrw.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.



Draft Conditions for

Case: 2014/008186

Action: 4

As at: 16 Dec 2015

A131

SPECIFIED CONDITIONS FOR: Freeholding Lease

PURPOSE: Commercial/business

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.dhnm.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, cancellation, 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 \$20,000,000.00 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.

Quarry Material and Forest Products

1. The lessee must allow any person authorised under the *Forestry Act 1959* to access the leased land for the purpose of investigating and assessing the quarry material resources, getting quarry material and/or undertaking quarrying operations as the ownership of the quarry material on the leased land is reserved to the State.

The lessee must not interfere with or remove any quarry material (as is defined under the *Forestry Act 1959*, including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral under the *Mineral Resources Act 1989*) from the leased land except for the lessee's personal use on the leased land or otherwise 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*.

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

DNRM reference number: 2014/008186

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 Special Lease 44/50480 over Lot 499 on EP2382, 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 or Freeholding 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 requirements are lodged by the specified time, with the DNRM Townsville Office –

The following must be returned to the department by close of business on **16 March 2016**, otherwise this offer will lapse –

1. Completion and return of this **Agreement**. This agreement document must be completed by all current registered tenure holders
2. Forwarding the sum of $s78B(2)$ - business affairs being for the issue of a Deed, as detailed in the attached account No. 629404. A copy of the account should be returned to the department along with your payment or,
3. Forwarding the sum of $s78B(2)$ being for the issue of Freeholding Lease, as detailed in the attached account No. 629406. A copy of the account should be returned to the department along with your payment.
4. Provide written advice on how native title will be addressed. [Please find attached Brochure on negotiating an ILUA for your client's information].

Note - 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

Deed of Grant:

The attached agreement duly signed, together with payment of deposit being the amount of $s78B(2)$ must be returned to the Department by close of business on **16 March 2016**, otherwise this offer lapses. 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, (less the deposit paid) being the amount of $s78B(2)$, must be satisfied by close of business on **16 June 2016**, otherwise this offer lapses.

Freeholding Lease:

The attached agreement duly signed, together with payment being $s78B(2)$ must be returned to the Department by close of business on **16 March 2016**, otherwise this offer lapses. 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, (less the deposit paid) being the amount of $s78B(2)$ must be satisfied by close of business on **16 June 2016**, otherwise this offer lapses.

Great state. Great opportunity.



Agreement to offer conversion of a lease

All other conditions of this offer must be satisfied by close of business on 16 June 2016, otherwise this offer lapses –

1. If proceeding with an ILUA, provide written agreement from the native title parties that they agree to enter into negotiations regarding an ILUA;
2. Copy of registered ILUA negotiated by the lessee or a copy of confirmation from NNTT that ILUA has been registered.
3. Lodgement of General consent form - (Form 18) executed by P.T. Limited A.C.N. 004 454 666 as mortgagee.
4. Completion and return of signed and executed attached Covenant (Form 31).

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.

Note – 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.

PARTICULARS OF LAND

Description - Lot 499 on Crown Plan EP2382

Area (ha) - 984m2 [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

MJ Nielson Pty Ltd A.C.N. 063 240 344

RTI DL RELEASE - DNRM

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

x

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 \$375,000.00 [exclusive of GST].

The Purchase Price comprises the following –

Unimproved Value of land s78B(2) - business affairs

Market value of commercial timber Nil

The purchase price is an amount equal to the total of the –

- unimproved value of the land being offered, as if it were fee simple; and
- market value of any commercial timber that is the property of the State on the land.

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; or
- by way of instalments over a term of twenty (20) years with the issue of a Freeholding Lease.

Should your client elect to purchase the land by way of instalments, your client will be required to pay a deposit of s78B(2) together with the necessary fees, as shown on the attached account. The balance of the purchase price together with interest on the unpaid principal at the prescribed rate (presently 7.5% current interest rate per annum) must be paid in yearly instalments. On the current rate of interest, annual instalment would be s78B(2). The interest rate may be varied to reflect changes in the prime-lending rate.

The purchase price detailed above is subject to the appeal provisions outlined in Sections 25G of the Land Regulation. Should your client wish to appeal the Chief Executive's determined purchase price, your client must advise the DNRM Townsville, by way of completion of a **Form LA14 – Application for an Internal review of an original decision**, no later than **23 February 2016**. 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.

Land tax is calculated on the combined statutory land value of freehold land owned in Queensland. Please refer to the Office of State Revenue's website at www.osr.qld.gov.au/land-tax for more information about rates and available exemptions.

Notes – 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 or Freeholding Lease will be issued to the registered owner/lessee within 28 days of the date of the issue of the deed/lease.

RENT FOR EXISTING LEASE

Please note that pursuant to Section 39 of the *Land Regulation 2009*, 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 1300 255 750 or email Titlesinfo@gld.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: WLC@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.

NATIVE TITLE

Investigations by the department have determined that native title may continue to exist over the land to which this offer applies. You are to address any requirements of the Commonwealth *Native Title Act 1993* (NTA) before the department may progress the proposed tenure. The NTA sets out how certain dealings can proceed over land and waters where native title may continue to exist. The attached Information Sheet describes some of the mechanisms by which the proposed dealing can potentially be progressed. It is recommended you seek independent legal advice in relation to the options discussed in the Information Sheet.

COVENANT

It is necessary to "tie" the Deed of Grant or Freeholding Lease to the parcels of land to which it will attach by registration of a Covenant under section 97A of the *Land Title Act 1994*, to ensure the deed or freeholding lease does get transferred at the same time as any similar dealing occurs on the adjoining parcel of land, described as Lot 1 on RP748244.

Please arrange for execution of the enclosed Covenant - (Form 31) and return to the department.

RTI DL RELEASE - DNRM

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 OR
- By way of Instalments to enable conversion of tenure to be recorded

DECLARATION BY A CORPORATION

Executed for and on behalf of:

Corporation name

x

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

x

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

Dated

x

day of

x

Year

x

Name and Signature of authorised person/s

x

x

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.

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

Postal :
DNRM Townsville
PO Box 5318
Townsville
4810 QLD

Email:
Townsville.SLAMS@dnrm.qld.gov.au
Telephone: (07) 4447 9180
Facsimile: (07) 4447 9199

END OF DOCUMENT

Offer Account
 (This is not a Tax Invoice)
 Issued



Department of
Natural Resources and Mines

Payment Reference: 629404
Offer Account Date: 16/12/2015
Enquiry Reference: 2014/008186/3
Account No: 1403008186
Account Due Date: 21/01/2016

Applicant: M.J. Neilson Pty. Ltd.
 Level 36, Santos Place,
 32 Turbot Street
 Brisbane QLD 4000
 Australia

ABN No. 64 063 240 344
ACN/ARBN No. 063 240 344

Item Description	Quantity	Amount (\$)	Amount Due (\$)
Total Sale Price (GST Incl if applicable)	1		
Property Value (Taxable, GST Excl)	1		
GST on Taxable Property Value	1		
Conveyance/Stamp Duty (GST Exempt)	1		
Deed Fee (Div 81)			
Total Payable at Acceptance/Settlement:			

s78B(2) - business affairs

Comment:

RTI DL RELEASE - DNRM

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.



Billor Code: 928549
 Ref: 10000006294045



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.
 16-Dec-2015

Offer Account

(This is not a Tax Invoice)

Issued



Queensland
Government

Department of
Natural Resources and Mines

Payment Reference: 629404
Offer Account Date: 16/12/2015
Enquiry Reference: 2014/008186/3
Account No: 1403008186
Account Due Date: 21/01/2016

Applicant: M.J. Neilson Pty. Ltd.
 Level 36, Santos Place,
 32 Turbot Street
 Brisbane QLD 4000
 Australia

ABN No. 64 063 240 344
ACN/ARBN No. 063 240 344

COPY

Item Description	Quantity	Amount (\$)	Amount Due (\$)
Total Sale Price (GST Incl if applicable)	1		
Property Value (Taxable, GST Excl)	1		
GST on Taxable Property Value	1		
Conveyance/Stamp Duty (GST Exempt)	1		
Deed Fee (Div 81)	1		
Total Payable at Acceptance/Settlement:			

s78B(2) - business affairs

Comment:

RTI DL RELEASE - DNRMA

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).

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Billers Code: 928549
 Ref: 100000006294045



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Offer Account

(This is not a Tax Invoice)

Issued

Queensland
GovernmentDepartment of
Natural Resources and Mines

Payment Reference: 629406
Offer Account Date: 16/12/2015
Enquiry Reference: 2014/008186/4
Account No: 1404008186
Account Due Date: 21/01/2016

Applicant: M.J. Neilson Pty. Ltd.
 Level 36, Santos Place,
 32 Turbot Street
 Brisbane QLD 4000
 Australia

ABN No. 64 063 240 344**ACN/ARBN No.** 063 240 344

Item Description	Quantity	Amount (\$)	Amount Due (\$)
Total Sale Price (GST Incl if applicable)	1		
Property Value (Taxable, GST Excl)	1		
GST on Taxable Property Value	1		
Conveyance/Stamp Duty (GST Exempt)	1		
Deposit Amount (GST Free)			
Lease/Licence/Permit Fee (Div 81)			
Total Payable at Acceptance/Settlement:			

s78B(2) - business affairs

Comment:**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: 928549
 Ref: 100000006294060



B POINT

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.

16-Dec-2015

Offer Account
 (This is not a Tax Invoice)
 Issued



Department of
Natural Resources and Mines

Payment Reference: 629406
Offer Account Date: 16/12/2015
Enquiry Reference: 2014/008186/4
Account No: 1404008186
Account Due Date: 21/01/2016

Applicant: M.J. Neilson Pty. Ltd.
 Level 36, Santos Place,
 32 Turbot Street
 Brisbane QLD 4000
 Australia

COPY

ABN No. 64 063 240 344
ACN/ARBN No. 063 240 344

Item Description	Quantity	Amount (\$)	Amount Due (\$)
Total Sale Price (GST Incl if applicable)	1		
Property Value (Taxable, GST Excl)	1		
GST on Taxable Property Value	1		
Conveyance/Stamp Duty (GST Exempt)	1		
Deposit Amount (GST Free)	1		
Lease/Licence/Permit Fee (Div 81)	1		
Total Payable at Acceptance/Settlement:			

s78B(2) - business affairs

Comment:

RTI DL RELEASE - DNRMA

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.



Billor Code: 928549
 Ref. 100000006294060



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.

1. Lot on Plan Description

Title Reference

Lot 499 on Crown Plan EP2382

17598156

2. Instrument/document being consented to

Instrument/document type Conversion to freehold Special Lease 44/50846

Dated / /

Names of parties MJ Nielson Pty Ltd A.C.N. 063 240 344

3. Instrument/document under which consent required

Instrument/document type Mortgage

Dealing No. 715392621

Name of consenting party P.T. Limited A.C.N. 004 454 666

4. Execution by consenting party

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

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

.....signature

.....full name

.....qualification

..... / /
Execution Date

.....
Consenting Party's Signature

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

RELEASE - DNRM

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.



Dealing Number

OFFICE USE ONLY

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

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

Paula Thomas, DNRM
PO Box 5318
Townsville Qld 4810
Phone: (07) 4447 9180
Elvas Case: 2014/008186

Lodger Code

TE2340

1. Covenantor

MJ Nielson Pty Ltd A.C.N. 063 240 344

2. Description of Covenant / Lot on Plan

Lot 1 on Registered Plan 748244

Lot 499 on Crown Plan EP2382

Title Reference

21412054

3. Covenantee

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

4. Description of Covenant (include reference to relevant section of legislation)

For the purpose of restricting the separate transfer of the lots described in Item 2 pursuant to Section 373A(3)(b) of the Land Act 1994 and Section 97A(3)(c) of the Land Title Act

5. Execution

The Covenantor being the registered owner of the lot described in item 2 covenants with the Covenantee in respect of the covenant described in item 4 ~~and~~

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

..... signature

..... full name

..... qualification

x / / Execution Date

x Covenantor's Signature

Witnessing Officer

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

..... signature

..... full name

..... qualification

/ / Execution Date

..... Covenantee's Signature

Witnessing Officer

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

ways for your application to proceed in relation to native title...

ILUA or Non-claimant application

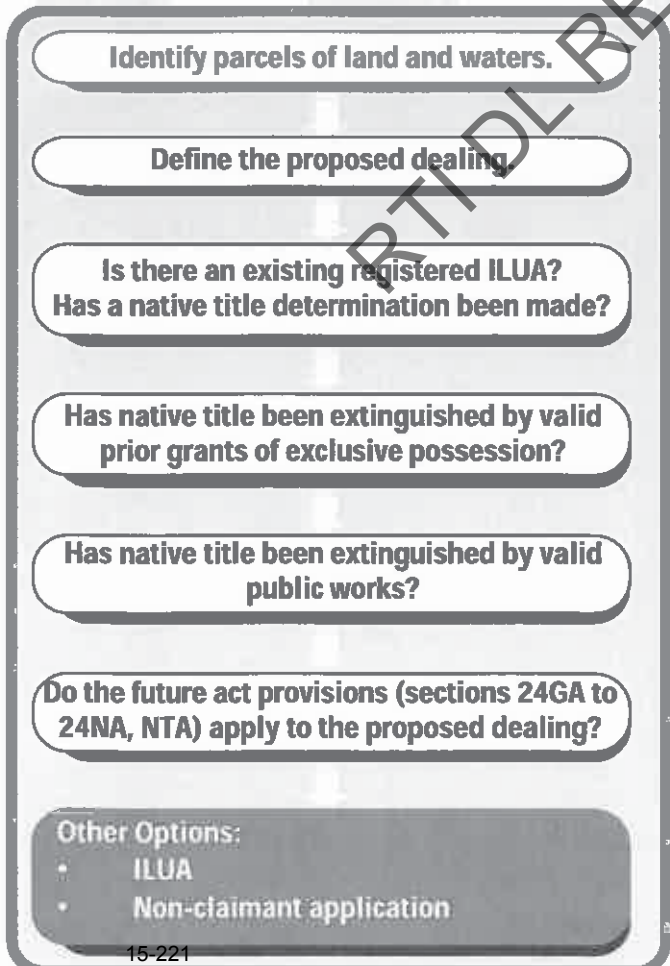
Background

In certain circumstances, the grant of a tenure (eg. a freehold title or a lease) under the *Land Act 1994* may only proceed if native title is addressed under the Commonwealth *Native Title Act 1993* (NTA) either through –

- an Indigenous Land Use Agreement (ILUA); or
- a non-claimant application.

As set out in the attached Letter of Offer, your application falls within this category. Under the State Government's Native Title Work Procedures a native title assessment was carried out for your application (proposed dealing). The assessment concluded that native title was not extinguished over the area of your application (proposed dealing area) and that your dealing is a future act, ie. an act that affects native title.

Diagram 1 - Native Title Assessment Process



As you can see from Diagram 1, the State has assessed your dealing as falling within the last box.

Purpose

The purpose of this information sheet is to provide you with an overview and explanation of the ILUA or non-claimant application options that *could* apply to the proposed dealing. It is not designed to be all encompassing.

While an ILUA is always an option, a non-claimant application can only be made in certain circumstances.

You are strongly recommended to seek independent legal advice about these options.

Indigenous Land Use Agreement

What is it?

An ILUA is an agreement between native title parties and other interested parties (eg. you) about how land and waters in the area covered by the agreement may be used. For these purposes an ILUA records the consent of the native title parties to the doing of a future act, eg. the proposed dealing.

When is the surrender of native title rights and interests required?

Grants of freehold.

Where you have applied for the grant of freehold, the State requires the surrender of native title over the proposed dealing area. An ILUA can provide for this. In this circumstance the NTA requires that the State be a party to the ILUA.

Grants other than freehold.

Where you have not applied for the grant of freehold or the State does not require the surrender of native title over the proposed dealing area, then the State will not normally be a party to the ILUA. Dealings other than the

grant of freehold authorised under an ILUA are subject to the non-extinguishment principle, i.e. native title rights and interests affected by the proposed dealing continue over the proposed dealing area but have no effect whilst the dealing continues.

Negotiation

Negotiation involves all parties meeting and discussing the proposed dealing to achieve an agreement.

There is no timeframe for the negotiation of the ILUA. Further, there is no obligation on the native title parties to enter into an agreement with you.

During this stage you should keep the department informed of developments in your negotiations and the drafting of the ILUA to ensure any departmental requirements are met.

Registration process

The ILUA must go through a registration process by the National Native Title Tribunal (NNTT) involving public notification and a 3 month period in which objections can be made to its registration. Objections can only be made by persons claiming to hold native title. Once registered an ILUA provides the necessary legal certainty and is binding on all parties and all native title holders (whether they are parties or not).

You can contact the NNTT to find out more about the ILUA process and the relevant native title parties for your ILUA on:

Toll Free No. 1800 640 501 or www.nntt.gov.au

When can the State rely on an ILUA?

The State can only rely on the ILUA when the ILUA is registered by the NNTT. When your ILUA is registered you will need to provide the department with –

- a full copy of the registered ILUA which authorises your proposed dealing; and
- a copy of the extract from the Register of Indigenous Land Use Agreements held by the NNTT which shows that the ILUA has been registered.

Non-claimant application

As stated earlier, in certain circumstances, the grant of a tenure (eg. a freehold title or a lease) under the *Land Act 1994* may only proceed if native title is addressed under the NTA.

What is it?

A non-claimant application is made under the NTA in the Federal Court by a non-native title party (eg. you) for a determination by the Court that native title *does or does not exist* over a particular area. At the time of your application you must have a non-native title interest (eg. a permit to occupy, a lease, etc) in relation to the whole of the area over which the determination is sought.

What if there is an existing registered native title claim?

A non-claimant application is not applicable if there is a registered native title claim over your proposed dealing area. Instead you will need to consider whether you wish to proceed by way of an ILUA.

Protection for dealings

Making a non-claimant application, and which subsequently satisfies certain conditions, may provide protection for your dealing (ie. the proposed dealing can proceed without further reference to native title). One of these conditions is that a native title claim is *not* registered over the whole of the application area within a specific timeframe from when your non-claimant application was filed in the Federal Court. If a native title claim is registered within that timeframe then the State cannot grant your dealing as the NTA will not provide protection for that dealing. In these circumstances your only option **will** be to pursue an ILUA.

Advising the Department

Should you decide to accept the conditions of the department's offer you will need to advise the department at the time you accept its offer whether you wish to address native title by way of-

- an ILUA; or
- a non-claimant application.



Department of Natural Resources and Mines
AUDIT GROUP VERIFICATION REPORT

2014/008186-4

Reference Details

Reference No. 2014/008186
Action Type: NT - FL from Conversion (VI)
Action Status: Proposed

Title Ref:
Previous Title Ref: 17598156
Tenure Type: Freeholding Lease

Service Centre: Townsville
Region: North

Interested Parties

Name: Townsville City Council / Townsville
Address: PO Box 1268, Townsville, QLD, 4810
Ref:

Name: Department of Agriculture, Fische / Forest Products North FMA
Address: PO Box 6014, Red Hill, Rockhampton, QLD, 4701
Ref:

Description of Land

Total Area (ha): 0.0984 Surveyed

Exclusions/Restrictions/Reservations: No

Lot/Plan Details

Lot/Plan	Area
499/EP2382	0.0984 ha

Local Authority
Townsville City Council

No Forestry Entitlement

No Tenancy Details

No Tenant Correspondents

10-Dec-2015 3:57 PM

1 of 5

Department of Natural Resources and Mines
AUDIT GROUP VERIFICATION REPORT

2014/008186-4

Act References

Act	Section
Land Act 1994	478(2)

Term Of Lease

Commenced:
Expiry Date:
Term:

No Document Recipient

No Encumbrances

Conditions Details

A131 (V11) Category 13 - Business and Government core business

SPECIFIED CONDITIONS FOR: Freeholding Lease

PURPOSE: Commercial/business

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, cancellation, 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.

10-Dec-2015 3:57 PM

2 of 5

Department of Natural Resources and Mines
AUDIT GROUP VERIFICATION REPORT

2014/008186-4

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 \$20,000,000.00 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.

10-Dec-2015 3:57 PM

3 of 5

Department of Natural Resources and Mines
AUDIT GROUP VERIFICATION REPORT

2014/008186-4

-
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.

Quarry Material and Forest Products

1. The lessee must allow any person authorised under the *Forestry Act 1959* to access the leased land for the purpose of investigating and assessing the quarry material resources, getting quarry material and/or undertaking quarrying operations as the ownership of the quarry material on the leased land is reserved to the State.

The lessee must not interfere with or remove any quarry material (as is defined under the *Forestry Act 1959*, including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral under the *Mineral Resources Act 1989*) from the leased land except for the lessee's personal use on the leased land or otherwise 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*.

No Parent Titles

No Attached Tenures

No Reserves

No Associated Tenure Groups

Land Value Information

Purpose: Commercial/Business
Category:
Sub Category:
Rental Type:
Fixed Rent Expires:
Rate:
Annual Instalment:
Purchase Price:
Sale Price: s78B(2) - business affairs
Improvements Value:
Deposit:

Timber Value: \$
Timber Installment: \$

No Deeds To Be Issued

Optional Conditions

Nil

Optional Reservations

Nil

RTI DL RELEASE - DNRM

Offer Account

(This is not a Tax Invoice)

Draft



Department of
Natural Resources and Mines

Payment Reference: 629406
Offer Account Date: 10/12/2015
Enquiry Reference: 2014/008186/4
Account No:
Account Due Date: 15/01/2016

Applicant: M.J. Neilson Pty. Ltd.
 Level 36, Santos Place,
 32 Turbot Street
 Brisbane QLD 4000
 Australia

ABN No. 64 063 240 344
ACN/ARBN No. 063 240 344

Item Description	Quantity	Amount (\$)	Amount Due (\$)
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Deposit Amount (GST Free)	1		s78B(2) - business affairs
Lease/Licence/Permit Fee (Div 81)	1		
Total Payable at Acceptance/Settlement:			

Comment:

RTI DL RELEASE - DNRM

Payment Methods:

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	Biller 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.

eLVAS Submission Report

For Case id: 2014/008186

Submission Details

Type: Submission

Title: approval for conversion of Special Lease 44/50840

Created: 10-Dec-2015

Submitted: 10-Dec-2015

Submitted By: Thomas, Paula Suzanne

Actioning Officer's Recommendation:

Application for conversion of Special Lease 44/50840 received in the Townsville office on 3 November 2014.

Please approve submission, Native Title assessment & draft letter of offer for the following actions:

- 1) Issue of Deed of Grant over Lot 499 on EP2382 to MJ Nielson Pty Ltd A.C.N. 063 240 344 in terms of Section 14(1) and 172(1) of the Land Act 1994.
- 2) Issue of Freeholding Lease over Lot 499 on EP2382 to MJ Nielson Pty Ltd A.C.N. 063 240 344 in terms of Section 478(2) of the Land Act 1994.

Refer to attached submission.

Optional Recommendation Document:

conversion of SL 44/50840 (MJ Nielson Pty Ltd)

Documents

Component	Document Type	Title	Received/Sent
	Incoming Letter	Views (TCC) no objections	13-Aug-2014
	Internal Document/Report	SmartMap for 499 EP2382	31-Oct-2014
	Application	Application- Application Forms	31-Oct-2014
	Application	Application - Conversion of lease	3-Nov-2014
	Application	Application- Receipt #2154190	3-Nov-2014
	Internal Document/Report	LTI report (approved)	21-Nov-2014
	Internal Document/Report	Contaminated land search (Lot 499 on EP2382)	3-Dec-2014
	Native Title Documentation	Tenure History search L499/EP2382	3-Dec-2014
	Native Title Documentation	draft NT Annexure Form	3-Dec-2014
	Incoming email	Views (DAFF) - No objection to conversion	3-Dec-2014

	Internal Document/Report	advice received from Cultural Heritage unit	4-Dec-2014
	Native Title Documentation	advice received from AAT regarding Native Title	12-Dec-2014
	Incoming email	SVS Report	23-Apr-2015
	SVS report	confirmation from Senior Valuer on purchase price	5-Jun-2015
	Incoming email	Em fm SVS RE: Previous Report	5-Jun-2015
	Native Title Documentation	Appropriate for Sale Native Title assessment (Module CA)	25-Jun-2015
	Native Title Documentation	Native Title assessment (ILUA)	9-Dec-2015
	Internal Document/Report	LTL - interest and redemption chart	9-Dec-2015
	Internal Document/Report	Stamp duty report for Lot 499 on EP2382	9-Dec-2015
	Internal Document/Report	LTL rental position report & detail page	10-Dec-2015
	Internal Document/Report (Draft)	offer account for deed	10-Dec-2015
	Internal Document/Report (Draft)	offer account for Freeholding Lease	10-Dec-2015
Case Action (4)	Internal Document/Report	Draft Condition for (4) NT - FL from Conversion (Current Title 17598156 (499 EP2382)	10-Dec-2015
	Internal Document/Report (Draft)	covering letter for deed	10-Dec-2015
	Internal Document/Report (Draft)	agreement to offer deed	10-Dec-2015
	Internal Document/Report (Draft)	Covenant document - (Form 31)	10-Dec-2015
	Internal Document/Report (Draft)	General consent form - (Form 18)	10-Dec-2015
	Internal Document/Report	Current Title 21412054 (1 RP748244)	10-Dec-2015
	Audit Report	Submission Verification Report (Action 3)	10-Dec-2015
	Audit Report	Submission Verification Report (Action 4)	10-Dec-2015

Case issues

No case issues

Case notes

No case notes

Applications

Application Id	Application Type	Status	Primary
1	Conversion	Approved by MD	Y
Decision: Approved by MD		Decision Date: 15-Dec-2015	

Basis for Decision:

Additional Comments:

The offer of a Deed of Grant or Freeholding lease has been approved and verified

Declaration:

I have considered the relevant legislation, policies and work instructions and have made my decision

Webley, Peter Webley
Senior Land Officer
Department of Environment and Resource Management
In accordance with Land Act (1994)

Actions

Action Id	Action Type	Status	Status Date
3	DG 1.1 Conversion	Approved by MD	15-Dec-2015
Decision: Approved by MD		Decision Date: 15-Dec-2015	

Basis for Decision:

Additional Comments:

Approval is granted to the offer of a Deed of Grant over Lot 499 on EP2382 to MJ Nielson Pty Ltd A.C.N. 063 240 344 in terms of Section 14(1) and 172(1) of the Land Act 1994.

Declaration:

I have considered the relevant legislation, policies and work instructions and have made my decision

Webley, Peter Webley
Senior Land Officer
Department of Environment and Resource Management
In accordance with Land Act (1994)

Action Id	Action Type	Status	Status Date
4	NT - FL from Conversion (VI)	Approved by MD	15-Dec-2015
Decision: Approved by MD		Decision Date: 15-Dec-2015	

Case: 2014/008186

Page: 3 of 4

Printed: 1-Feb-2016

Basis for Decision:

Section 478 (2) (b) Land Act 1994

Additional Comments:

Approval is granted to the offer of a Freeholding Lease over Lot 499 on EP2382 to MJ Nielson Pty Ltd A.C.N. 063 240 344 in terms of Section 478(2) of the Land Act 1994.

Declaration:

I have considered the relevant legislation, policies and work instructions and have made my decision

Webley, Peter Webley

Senior Land Officer

A duly authorised delegate of the Minister
under the current Land Act (Ministerial) Delegation

Additional comments

None

RTI DL RELEASE - DNRM

Department of Natural Resources and Mines
AUDIT GROUP VERIFICATION REPORT

2014/008186-3

Reference Details

Reference No. 2014/008186
Action Type: DG 1.1 Conversion
Action Status: Proposed

Title Ref:
Previous Title Ref: 17598156
Tenure Type: Deed of Grant

Service Centre: Townsville
Region: North

Interested Parties

Name: Townsville City Council / Townsville
Address: PO Box 1268, Townsville, QLD, 4810
Ref:

Name: Department of Agriculture, Fishes / Forest Products North FMA
Address: PO Box 6014, Red Hill, Rockhampton, QLD, 4701
Ref:

Description of Land

Total Area (ha): 0.0984 Surveyed

Exclusions/Restrictions/Reservations: No

Lot/Plan Details

Lot/Plan	Area
499/EP2382	0.0984 ha

Local Authority
Townsville City Council

No Forestry Entitlement

No Tenancy Details

No Tenant Correspondents

10-Dec-2015 3:57 PM

1 of 3

Department of Natural Resources and Mines
AUDIT GROUP VERIFICATION REPORT

2014/008186-3

Act References

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

No Document Recipient

No Encumbrances

No Parent Titles

No Attached Tenures

No Reserves

No Associated Tenure Groups

Land Value Information

Purpose:
 Category:
 Sub Category:
 Rental Type:
 Fixed Rent Expires:
 Rate:
 Annual Rent:
 Purchase Price:
 Sale Price: s78B(2) - business affairs
 Improvements Value: \$
 Deposit: \$
 Timber Value: \$
 Timber Installment: \$

Further Deed Information

Previous Title Ref
 17598156

10-Dec-2015 3:57 PM

2 of 3

Optional Conditions

Nil

Optional Reservations

Nil

RTI DL RELEASE - DNRM

Offer Account

(This is not a Tax Invoice)

Draft



Queensland
Government

Department of
Natural Resources and Mines

Payment Reference: 629404
Offer Account Date: 10/12/2015
Enquiry Reference: 2014/008186/3
Account No:
Account Due Date: 15/01/2016

Applicant: M.J. Neilson Pty. Ltd.
 Level 36, Santos Place,
 32 Turbot Street
 Brisbane QLD 4000
 Australia

ABN No. 64 063 240 344
ACN/ARBN No. 063 240 344

Item Description	Quantity	Amount (\$)	Amount Due (\$)
Total Sale Price (GST Incl if applicable)	1		
Property Value (Taxable, GST Excl)	1		
GST on Taxable Property Value	1		
Conveyance/Stamp Duty (GST Exempt)	1		
Deed Fee (Div 81)	1		
Total Payable at Acceptance/Settlement:			

s78B(2) - business affairs

RTI DL RELEASE - DNRM

Comment:

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.

INTERNAL CURRENT TITLE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 10/12/2015 15:21

Title Reference: 21412054
Date Created: 25/08/1989

Previous Title: 20893130
21170243

REGISTERED OWNER

Dealing No: 706779253 09/07/2003

MJ NIELSON PTY LTD A.C.N. 063 240 344

ESTATE AND LAND

Estate in Fee Simple

LOT 1 REGISTERED PLAN 748244
Local Government: TOWNSVILLE

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 20876235 (POR 475)
Deed of Grant No. 21170243 (POR 612)
2. LEASE No 601339260 (T434547L) 04/08/1989
OF PART OF THE GROUND OF THE BUILDING
TO THE NORTH QUEENSLAND ELECTRICITY BOARD
COMMENCING 07 JUL 1989
TERMINATING 06 JUL 2039
Lodged at 00:00 on 04/08/1989 Recorded at 00:00 on 10/08/1989
3. LEASE No 708644522 11/05/2005 at 09:41
COMMONWEALTH OF AUSTRALIA
OF PART OF THE GROUND FLOOR
Lodged at 09:41 on 11/05/2005 Recorded at 12:24 on 11/05/2005
4. PAR/SURRENDER No 713722335 18/02/2011 at 15:09
LEASE: 708644522
OVER PART OF THE GROUND FLOOR SO FAR AS RELATES TO LEASE L1
Lodged at 15:09 on 18/02/2011 Recorded at 12:09 on 21/02/2011
5. AMENDMENT OF LEASE No 713722339 18/02/2011 at 15:09
LEASE: 708644522
TERM: 01/03/2004 TO 29/02/2012 OPTION 2 YEARS
Lodged at 15:09 on 18/02/2011 Recorded at 12:09 on 21/02/2011
6. AMENDMENT OF LEASE No 714410546 13/04/2012 at 11:56
LEASE: 708644522
TERM: 01/03/2004 TO 28/02/2014 OPTION NIL
Lodged at 11:56 on 13/04/2012 Recorded at 10:58 on 16/04/2012
7. LEASE No 711159451 07/11/2007 at 14:46
CB BARRIER REEF REALTY PTY LTD A.C.N. 127 534 089
OF PART OF THE GROUND FLOOR (LEASE L9)
TERM: 29/10/2007 TO 28/10/2010 OPTION 3 YEARS
Lodged at 14:46 on 07/11/2007 Recorded at 11:00 on 08/11/2007

INTERNAL CURRENT TITLE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 10/12/2015 15:21

Title Reference: 21412054

Date Created: 25/08/1989

EASEMENTS, ENCUMBRANCES AND INTERESTS

8. LEASE No 711940568 23/09/2008 at 16:11
TELSTRA CORPORATION LIMITED A.B.N. 33 051 775 556
OF PART OF THE THIRD FLOOR (LEASE L10)
TERM: 01/05/2008 TO 17/08/2014 OPTION 3 YEARS
Lodged at 16:11 on 23/09/2008 Recorded at 11:39 on 24/09/2008
9. AMENDMENT OF LEASE No 715855527 25/06/2014 at 16:05
LEASE: 711940568
TERM: 01/05/2008 TO 17/08/2017 OPTION 3 YEARS
Lodged at 16:05 on 25/06/2014 Recorded at 11:19 on 18/09/2014
10. LEASE No 711940571 23/09/2008 at 16:15
TELSTRA CORPORATION LIMITED A.B.N. 33 051 775 556
OF PART OF THE FIFTH FLOOR (LEASE L12)
TERM: 01/05/2008 TO 17/08/2014 OPTION 3 YEARS
Lodged at 16:15 on 23/09/2008 Recorded at 11:39 on 24/09/2008
11. AMENDMENT OF LEASE No 715855521 25/06/2014 at 16:05
LEASE: 711940571
TERM: 01/05/2008 TO 17/08/2017 OPTION 3 YEARS
Lodged at 16:05 on 25/06/2014 Recorded at 11:19 on 18/09/2014
12. LEASE No 711940575 23/09/2008 at 16:18
TELSTRA CORPORATION LIMITED A.B.N. 33 051 775 556
OF PART OF THE SIXTH FLOOR (LEASE L13)
TERM: 01/05/2008 TO 17/08/2014 OPTION 3 YEARS
Lodged at 16:18 on 23/09/2008 Recorded at 11:39 on 24/09/2008
13. AMENDMENT OF LEASE No 715855514 25/06/2014 at 16:04
LEASE: 711940575
TERM: 01/05/2008 TO 17/08/2017 OPTION 3 YEARS
Lodged at 16:04 on 25/06/2014 Recorded at 15:16 on 04/09/2014
14. MORTGAGE No 715375989 18/10/2013 at 14:06
GE CAPITAL SECURITY AGENT PTY LTD A.C.N. 075 554 120
Lodged at 14:06 on 18/10/2013 Recorded at 14:45 on 23/10/2013
15. TRANSFER No 716704867 21/08/2015 at 10:15
MORTGAGE: 715375989
P.T. LIMITED A.C.N. 004 454 666
Lodged at 10:15 on 21/08/2015 Recorded at 09:35 on 25/08/2015
16. LEASE No 715855543 25/06/2014 at 16:06
BHP BILLITON MINERALS PTY LTD A.C.N. 008 694 782
OF PART OF THE SEVENTH FLOOR (LEASE L14)
TERM: 01/02/2014 TO 17/08/2017 OPTION 3 YEARS
Lodged at 16:06 on 25/06/2014 Recorded at 09:03 on 23/09/2014
17. TRANSFER No 716290508 02/02/2015 at 12:51
LEASE: 715855543
BHP BILLITON CANNINGTON PTY LTD A.C.N. 125 530 967
Lodged at 12:51 on 02/02/2015 Recorded at 10:14 on 03/02/2015

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INTERNAL CURRENT TITLE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 10/12/2015 15:21

Title Reference: 21412054
Date Created: 25/08/1989

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

Corrections have occurred - Refer to Historical Search

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

RTI DL RELEASE - DNRM

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

Search Date: 10/12/2015 15:12

Title Reference: 17598156
Date Created: 22/10/1995

DESCRIPTION OF LAND

Tenure Reference: SL 44/50840

Lease Type: TERM

LOT 499 CROWN PLAN EP2382
Local Government: TOWNSVILLE

Area: 0.098400 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:
BUSINESS (PLAZA, BOARDWALK AND ASSOCIATED PURPOSES)

TERM OF LEASE

Term and day of beginning of lease

Term: 50 years commencing on 13/10/1989

Expiring on 12/10/2039

REGISTERED LESSEE

Dealing No: 715392615 28/10/2013

MJ NIELSON PTY LTD A.C.N. 063 240 344

CONDITIONS

- 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.
- C173 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) 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.

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

Search Date: 10/12/2015 15:12

Title Reference: 17598156
Date Created: 22/10/1995

CONDITIONS

C179 No compensation for improvements or developmental works shall be payable by the State 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 State on any account whatsoever have been paid. However should the leased land revert to the State 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.

C183 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.

E10 The lessee shall pay the cost of any required survey of the leased land.

H51 No further access to the leased land will be provided by the State or the Local Authority.

K1 The lessee shall maintain the leased land free from noxious plants.

M76 The Lessee shall use the leased land for Business (Plaza and Boardwalk and associated purposes) and for no other purpose whatsoever.

M76 The Lessee shall not be permitted to transfer or sublease the subject land to any person, persons or corporation other than the owners of the adjoining freehold parcels, being Lot 612 on EP1784 and Lot 12 on RP726133, parish of Coonambelah.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 17598156
2. MORTGAGE No 715392621 28/10/2013 at 16:10
GE CAPITAL SECURITY AGENT PTY LTD A.C.N. 075 554 120
Lodged at 16:10 on 28/10/2013 Recorded at 11:56 on 31/10/2013
3. TRANSFER No 716704864 21/08/2015 at 10:15
MORTGAGE: 715392621
P.T. LIMITED A.C.N. 004 454 666
Lodged at 10:15 on 21/08/2015 Recorded at 09:43 on 25/08/2015

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

Search Date: 10/12/2015 15:12

Title Reference: 17598156
Date Created: 22/10/1995

ENCUMBRANCES AND INTERESTS

4. AMENDMENT OF LEASE CONDITIONS No 716128434 10/11/2014 at 05:00
THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.
Lodged at 05:00 on 10/11/2014 Recorded at 05:00 on 10/11/2014

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current State Tenure Search **

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

RTI DL RELEASE - DNRM

Draft Conditions for

Case: 2014/008186

Action: 4

As at: 10 Dec 2015

A131

SPECIFIED CONDITIONS FOR: Freeholding Lease

PURPOSE: Commercial/business

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, cancellation, 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 \$20,000,000.00 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.

Quarry Material and Forest Products

1. The lessee must allow any person authorised under the *Forestry Act 1959* to access the leased land for the purpose of investigating and assessing the quarry material resources, getting quarry material and/or undertaking quarrying operations as the ownership of the quarry material on the leased land is reserved to the State.

The lessee must not interfere with or remove any quarry material (as is defined under the *Forestry Act 1959*, including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral under the *Mineral Resources Act 1989*) from the leased land except for the lessee's personal use on the leased land or otherwise 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*.

eLVAS Client Interaction Report For Interaction id: 1335082

Contact Details

Business unit: State Land Asset Management
 Business context: Written (Outwards) Case
 Interaction method: Email
 Interaction date: 10-Dec-2015 9:05 AM
 Entered by: Thomas, Paula Suzanne
 Reference:

Contact with: Broadley Rees Hogan, Brisbane

Documents

Document Type	Title	Received/Sent
Outgoing email	department's response to status of NT & costs	10-Dec-2015

Interaction Record History

Service Centre: Townsville

Associated to Case: 2014/008186

Revision No.: 0

Updated by: Thomas, Paula Suzanne

Date: 10-Dec-2015

Details: department's response to status of Native Title and purchase price for conversion of SL 50840.

Assignment History

RTI/DL RELEASE - DNR/M

SLAM – Internal Document

Submission

Date:	10 December 2015	Application Type:	Conversion
eLVAS Case Id:	2014/008186	Other Reference:	SL 44/50840
Applicant & Fee:	MJ Nielson Pty Ltd A.C.N. 063 240 344, \$244.40 (Receipt No. 2154190)		
Description of Land:	Lot 499 on EP2382		
Local Government:	Townsville City Council		
Tenure:	Leasehold		
Proposed Action:	Conversion of lease under section 168 and 172(1) of the <i>Land Act 1994</i>		

Background:

Special Lease 44/50840 issued on 13 October 1989 over Lot 499 on EP2382 with an area of 984m2.

Investigations into removal of non-conversion condition on Special Lease 44/50840 was finalised by department on 17 November 2014. (refer to Elvas Case: 2014/004246).

Application for conversion of SL 44/50840 was received on 3 November 2014 from the registered lessee's lawyers Broadley Rees Hogan, who are acting on behalf of the registered lessees. The following documents were received with the application:

- Application Form – Contact and Land Details (Part A);
- Application for Conversion of a Lease (Part B) and;
- Payment of Application Fee (s285f2) - business affairs

Noting database: 14N3015 (Tenure Conversion)

Native Title:

Indigenous Land Use Agreement required. (refer to Native Title assessment dated 9/12/15).

Cultural Heritage: (Search dated 4 December 2014)

No Cultural Heritage noting found. Letter of offer to state duty of care as referred to in Cultural Heritage Guide.

Contaminated Land Search: (Search dated 3 December 2014) - clear

Rent:

Rental for Special Lease 44/50840 is charged quarterly.

Rental on Special Lease 44/50840 is paid up to 31 December 2015. The next quarterly instalment is due on 1 March 2016.

Lessee is required to continue paying rent on the lease until compliance of all offer requirements if the application is approved.

LTL will be advised when the offer requirements have been satisfied. (refer to LTL rental position report & detail page dated 10/12/15).

Interested Parties Views:

- Townsville City Council - has provided the following comments in relation to this application by the registered lessee of SL 44/50840:
 - With respect to the future tenure of the land, council has no preference between freehold or leasehold tenure , subject to the following:
 - The leased area presents to Ross Creek on the Tomlins Street frontage, and addresses an important part of council's waterfront connectivity plans for the future.
 - Council's strong preference on the preferred future use of the land would include cafes, restaurants, bars and publicly accessible private open space.
 - Generally, any development that celebrates the water's edge and provides opportunities for interactive pedestrian traffic contributes to a desirable outcome in this location.
 - Council has advised the lessee has indicated that their future plan are sympathetic to these objectives. (Refer to letter dated 11/8/14)
- DAFF (Forestry Products) - has no objection with this application for conversion to freehold. (Refer to email dated 3/12/14).

Commercial Timber Value: Nil

Quarry Material Value: All quarry material to be reserved to the State.

Valuation:

Refer to SVS report endorsed 22 April 2015

- Current Use – Plaza seating landscaping
- Proposed Use – Commercial development
- Highest and Best Use – Commercial
- Indicative Planning - Land is zoned "High Density Residential Zone" under the Townsville City Plan 2014 and is within Palmer Street precinct. Under the previous Townsville City Town Plan (2005) the land was primarily for mixed use tourist and residential accommodation with high quality and innovative entertainment uses Restaurants, art/craft centres etc.
- Use of adjoining lands - Improved with a walkway attached to a multi storey commercial building with a ground floor retail component. Total building floor area is about 16,348 square metres.
- Public Use - The base area is used as an open Plaza and boardwalk (since removed) by occupants of the applicants building immediately adjacent (Lot 1 RP748244) and also used as a walkway by the public.
- Services –Town water, telephone, sewerage and power are available to the subject.

Roads and Access:

Tomlins Street is a one lane one way bitumen sealed road with kerbing and channelling and on street parking both sides.

Land Description

Improved 984m² site being irregular in shape (10m width with 98m frontage - above road height) with uninterrupted views north across Ross Creek towards Flinders Street.

Although the subject lease has wide frontage facing north across Ross Creek, the land is situated in a quite area with limited pedestrian or vehicular traffic. The land is situated one block north from the restaurant/bar precinct of Palmer Street with frontage to Tomlins Street, Anthony Street and Dibbs Street, South Townsville.

Improvements:

Open landscaped plaza area with seating.

Basis/Sales:

The purpose of this report is to provide an inspection report and valuation for the lease conversion of the subject parcel, Lot 499 on EP2382.

The highest and most probable use of the subject land is inclusion into the adjoining land aggregation owned by the applicant.

A before and after valuation method is considered the correct approach to such a valuation and has therefore been adopted.

The applicant's adjacent improved property (Lot 1 RP748244) comprises a multi storey commercial office building of about 16,348 square metres. Present use is the highest and best use as commercial development.

Summary:**Valuation Before**

2,803m2 @ s78B(2) - business affairs

Valuation After

3,787m2 @ s78B(2) - business affairs

Added Value

Adopt

s78B(2) - business affairs

Valuation: s78B(2) (GST exclusive) **Date of Valuation:** 1 April 2015 **Inspection Date** 25 March 2015

Market value is defined as “The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm’s length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion” (International Valuation Standard 1).

Review of Valuation for conversion of Special Lease 44/50840 - 19 May 2015

Valuation report endorsed 22 April 2015, provided for a purchase price to allow Special Lease 50840, being Lot 499 on EP2382 included into the adjoining freehold land, described as Lot 1 on RP748244.

Department requested desktop valuation from SVS on 19 May 2015.

Senior Valuer has reviewed the valuation and as the structures on the property are constructed as part of the adjoining building and the parcel is too narrow to be of used as a stand alone parcel, the previous report and valuation (derived from its added value to the adjoining site) is appropriate for independent sale offer. (refer to email dated 5/6/15).

Adopt s78B(2) (exclusive of GST).

GST: - land is subject to GST.

Stamp Duty:

Stamp Duty payable – (refer to Stamp Duty report dated 9/12/15).

Survey:

Plan EP2382 is fully surveyed and is suitable for the issue of a Deed of Grant or a Freeholding Lease. (Refer to LTI report dated 21/11/14).

Departmental Policies And Relevant Legislation:

Land Act 1994:

Section 4 – Objects of the Act**Land Act 1994 – Section 16 – Deciding appropriate tenure:**

Before land is allocated under the Act, the chief executive must evaluate the land to assess the most appropriate tenure and use for the land. Evaluation of the land must take into the State’s regional and local planning strategies, along with policies and objects of this Act including the following principles:

- Sustainability • Evaluation • Development • Community Purpose • Protection • Consultation • Administration.

The above principles of the Land Act have been considered in assessing the conversion application. Following evaluation of the valuer’s report and information received it will be recommended that the most appropriate use and tenure of the land is the granting of a Deed of Grant or Freeholding Lease to the lessee. (Refer to most appropriate use assessment checklist).

Section 167 of the Land Act 1994 – the inspection report addresses all requirements of Section 167 and does not identify any significant environmental issues or public purposes of the lease area, and further supports the conversion of the lease.

Section 168 of the Land Act 1994 – if the application is approved, the applicant must be given written notice of the conditions on which the offer is made. *The offer will be made for the issue of a deed of grant or a freeholding lease.*

Sections 14(1) & 172(1) – upon compliance of all the offer requirements, the lessee may take the option of paying the full purchase price for the conversion application, allowing for a deed of grant to issue.

Section 478(2) – upon compliance of all the offer requirements, the lessee may take the option of paying annual instalments along with a deposit for the conversion application, allowing for a freeholding lease to issue.

Section 373A – Covenant by registration

(1) Non-freehold land (other than a road for which a person does not hold a road licence) may be made the subject of a covenant by the registration of the document creating the covenant in the appropriate register.
Lot 499 on EP2382 will not be amalgamated with the adjoining freehold parcel of land being lot 1 on RP748244 however, registration of a covenant will 'tie' lot 499 on EP2382 and lot 1 on RP748244 to ensure both parcels of land are transferred at the same time.

Policies/Notifications:

PUX/952/121 – Conversion of Leasehold Tenure – this policy allows for the conversion of the lease being a Special Lease to a freeholding lease and allows the lessee the option to pay the purchase price by instalments. Should the lessee take the offer of the freeholding lease, the lease will issue upon acceptance of a deposit of 10% of the purchase price and a term of the lease being no longer than 20 years.

Interest and Redemption Chart has been prepared with the 10% deposit (\$41,250.00) and the term being 20 years, which calculates the instalments at \$35,727.15.

Recommendation:

In consideration of the above information, approval is sought for the following action to proceed in terms of Section 168 of the *Land Act 1994* and relevant Departmental policy:

1. Make an offer to MJ Nielson Pty Ltd A.C.N. 063 240 344 for the conversion of Special Lease 44/50840 to freehold, at a purchase price of \$375,000.00 plus associated costs.

Requirements of Offer:

- Completion and return Agreement to Offer conversion of a lease;
- Payment of purchase price and associated costs for a deed of grant. (Refer to draft offer account No. 629404 attached in Elvas) or;
- Payment of deposit for a Freeholding Lease and associated costs. (Refer to draft account No. 629406) attached in Elvas);
- Lodgement of General consent form - (Form 18) executed by P.T. Limited A.C.N. 004 454 666 as Mortgagee.
- Complete the Form 31 Covenant to 'tie' Lot 499 on EP2382 to the adjoining freehold property, described as Lot 1 on RP748244.

On lessee's acceptance of the above offer, approval is sought to seek Governor in Council consent for the issue of a Deed of Grant over Lot 499 on EP2382, Parish of Coonambelah in terms of Sections 14(1) & 172(1) or a Freeholding Lease in terms of Section 478(2) of the *Land Act 1994*.

Submitted by:

.....
Paula Thomas
Land Administration Officer

1. Lot on Plan Description

Title Reference

Lot 499 on Crown Plan EP2382

17598156

2. Instrument/document being consented to

Instrument/document type Conversion to freehold Special Lease 44/50846

Dated / /

Names of parties MJ Nielson Pty Ltd A.C.N. 063 240 344

3. Instrument/document under which consent required

Instrument/document type Mortgage

Dealing No. 715392621

Name of consenting party P.T. Limited A.C.N. 004 454 666

4. Execution by consenting party

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

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

.....signature

.....full name

.....qualification

/ / Execution Date

..... Consenting Party's Signature

Witnessing Officer

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

RELEASE - DNRM

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

COVENANT

Land Title Act 1994 and Land Act 1994



Dealing Number

OFFICE USE ONLY

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

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

Paula Thomas, DNRM
PO Box 5318
Townsville Qld 4810
Phone: (07) 4447 9180
Elvas Case: 2014/008186

Lodger Code

TE2340

1. Covenantor
MJ Nielson Pty Ltd A.C.N. 063 240 344

2. Description of Covenant / Lot on Plan	Title Reference
Lot 1 on Registered Plan 748244	21412054
Lot 499 on Crown Plan EP2382	

3. Covenantee
The State of Queensland (represented by Department of Natural Resources and Mines)

4. Description of Covenant (include reference to relevant section of legislation)
For the purpose of restricting the separate transfer of the lots described in Item 2 pursuant to Section 373A(3)(b) of the Land Act 1994 and Section 97A(3)(c) of the Land Title Act.

5. Execution

The Covenantor being the registered owner of the lot described in item 2 covenants with the Covenantee in respect of the covenant described in item 4 and:-

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

..... signature

..... full name

..... qualification

Witnessing Officer

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

/ /
Execution Date

.....
Covenantor's Signature

..... signature

..... full name

..... qualification

Witnessing Officer

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

/ /
Execution Date

.....
Covenantee's Signature

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

DNRM reference number: 2014/008186

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 Special Lease 44/50480 over Lot 499 on EP2382, 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 or Freeholding 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 requirements are lodged by the specified time, with the DNRM Townsville Office –

The following must be returned to the department by close of business on **10 March 2016**, otherwise this offer will lapse –

1. Completion and return of this **Agreement**. This agreement document must be completed by all current registered tenure holders
2. Forwarding the sum of s78B(2) as detailed in the attached account No. 629404. A copy of the account should be returned to the department along with your payment.
3. Forwarding the sum of s78B(2) as detailed in the attached account No. 629406. A copy of the account should be returned to the department along with your payment.
4. Provide written advice on how native title will be addressed. [Please find attached Brochure on negotiating an ILUA for your client's information].

Note - 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

Deed of Grant:

The attached agreement duly signed, together with payment of deposit being the amount of s78B(2) must be returned to the Department by close of business on **10 March 2016**, otherwise this offer lapses. 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, (less the deposit paid) being the amount of s78B(2) must be satisfied by close of business on **10 June 2016**, otherwise this offer lapses.

Freeholding Lease:

The attached agreement duly signed, together with payment being s78B(2) must be returned to the Department by close of business on **10 March 2016**, otherwise this offer lapses. 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, (less the deposit paid) being the amount of s78B(2) must be satisfied by close of business on **10 June 2016**, otherwise this offer lapses.

Great state. Great opportunity.



Agreement to offer conversion of a lease

All other conditions of this offer must be satisfied by close of business on **10 June 2016**, otherwise this offer lapses –

1. If proceeding with an ILUA, provide written agreement from the native title parties that they agree to enter into negotiations regarding an ILUA;
2. Copy of registered ILUA negotiated by the lessee or a copy of confirmation from NNTT that ILUA has been registered.
3. Lodgement of General consent form - (Form 18) executed by P.T. Limited A.C.N. 004 454 666 as mortgagee.
4. Completion and return of signed and executed attached Covenant (Form 31).

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.

Note – 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.

PARTICULARS OF LAND

Description - Lot 499 on Crown Plan EP2382

Area (ha) - 984m2 [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

MJ Nielson Pty Ltd A.C.N. 063 240 344

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 as s78B(2) - business affairs [exclusive of GST].

The Purchase Price comprises the following –

Unimproved Value of land s78B(2) - business affairs

Market value of commercial timber Nil

The purchase price is an amount equal to the total of the –

- unimproved value of the land being offered, as if it were fee simple; and
- market value of any commercial timber that is the property of the State on the land.

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; or
- by way of instalments over a term of twenty (20) years with the issue of a Freeholding Lease.

Should your client elect to purchase the land by way of instalments, your client will be required to pay a deposit of s78B(2) together with the necessary fees, as shown on the attached account. The balance of the purchase price together with interest on the unpaid principal at the prescribed rate (presently 7.5% current interest rate per annum) must be paid in yearly instalments. On the current rate of interest, annual instalment would be s78B(2) . The interest rate may be varied to reflect changes in the prime-lending rate.

The purchase price detailed above is subject to the appeal provisions outlined in Sections 25G of the Land Regulation. Should your client wish to appeal the Chief Executive's determined purchase price, your client must advise the DNRM Townsville, by way of completion of a **Form LA14 – Application for an Internal review of an original decision**, no later than **17 February 2016**. 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.

Land tax is calculated on the combined statutory land value of freehold land owned in Queensland. Please refer to the Office of State Revenue's website at www.osr.qld.gov.au/land-tax for more information about rates and available exemptions.

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 or Freeholding Lease will be issued to the registered owner/lessee within 28 days of the date of the issue of the deed/lease.

RENT FOR EXISTING LEASE

Please note that pursuant to Section 39 of the *Land Regulation 2009*, 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 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.

NATIVE TITLE

Investigations by the department have determined that native title may continue to exist over the land to which this offer applies. You are to address any requirements of the Commonwealth *Native Title Act 1993* (NTA) before the department may progress the proposed tenure. The NTA sets out how certain dealings can proceed over land and waters where native title may continue to exist. The attached Information Sheet describes some of the mechanisms by which the proposed dealing can potentially be progressed. It is recommended you seek independent legal advice in relation to the options discussed in the Information Sheet.

COVENANT

It is necessary to “tie” the Deed of Grant or Freeholding Lease to the parcels of land to which it will attach by registration of a Covenant under section 97A of the *Land Title Act 1994*, to ensure the deed or freeholding lease does get transferred at the same time as any similar dealing occurs on the adjoining parcel of land, described as Lot 1 on RP748244.

Please arrange for execution of the enclosed Covenant - (Form 31) and return to the department.

RTI DL RELEASE - DNRM

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 OR
- By way of Instalments to enable conversion of tenure to be recorded

DECLARATION BY A CORPORATION

Executed for and on behalf of:

Corporation name

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

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

Dated

day of

Year

Name and Signature of authorised person/s

Note – Sole Directors simply insert name and sign as sole director. Other Companies require signature of two Directors or by a Director and Secretary. Where an attorney or other agent executes this Agreement on behalf of a company, the form of the execution must indicate the source of this authority and a certified copy of authority must be provided to 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 Townsville
PO Box 5318
Townsville
4810 QLD

Email:

Townsville.SLAMS@dnrm.qld.gov.au
Telephone: (07) 4447 9180
Facsimile: (07) 4447 9199

END OF DOCUMENT



Queensland
Government

Author: Paula Thomas
Our Ref: 2014/008186
Directorate/Unit: State Land Asset Management
Phone: (07) 4447 9180

Department of
Natural Resources and Mines

10 December 2015

Broadley Rees Hogan
Lawyers
GPO Box 635
Brisbane Qld 4001

Attention: Tracy Carr,

Dear Tracy,

**Application for Conversion to Freehold Tenure of Special Lease 44/50840
Lot 499 on Crown Plan EP2382**

Reference is made to your client's application for conversion of Special Lease 44/50840 which was received in the department on 3 November 2014.

I wish to advise your client's application has been approved with the Minister's Determination of the purchase price of the land at s78B(2) plus associated costs.

Approval will be sought for the issue of either a Deed of Grant or Freeholding Lease over Lot 499 on EP2382, 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 MJ Nielson Pty Ltd A.C.N. 063 240 344.

If you wish to proceed with the conversion application, your clients will have the option to pay th purchase price either:-

1. in full with a subsequent Deed of Grant issuing or;
2. by way of instalments over a term of twenty (20) years with the issuing of a Freeholding Lease.

Deed of Grant:

The attached agreement duly signed, together with payment of deposit being the amount of s78B(2) must be returned to the Department by close of business on **10 March 2016**, otherwise this offer lapses. 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, (less the deposit paid) being the amount of s78B(2) must be satisfied by close of business on **10 June 2016**, otherwise this offer lapses.

Postal :
DNRM Townsville
PO Box 5318
Townsville
4810 QLD

Telephone: (07) 4447 9180
Facsimile: (07) 4447 9199

Freeholding Lease:

The attached agreement duly signed, together with payment being s78B(2) must be returned to the Department by close of business on **10 March 2016**, otherwise this offer lapses. 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, (less the deposit paid) being the amount of s78B(2) must be satisfied by close of business on **10 June 2016**, otherwise this offer lapses.

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

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

If your client **does not apply** for an extension of time and **the offer lapses**, a new application and application fee will be required. If your client does 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.

Should the offer lapse, all monies paid in relation to the offer account will be refunded.

If you wish to discuss this matter please contact Paula Thomas on (07) 4447 9180.

All future correspondence relative to this matter is to be referred to the contact officer at the address below or by email to Townsville.SLAMS@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 2014/008186 in any future correspondence.

Yours sincerely,

Paula Thomas
Land Administration Officer

Offer Account

(This is not a Tax Invoice)

Draft



Department of
Natural Resources and Mines

Payment Reference: 629406
Offer Account Date: 10/12/2015
Enquiry Reference: 2014/008186/4
Account No:
Account Due Date: 15/01/2016

Applicant: M.J. Neilson Pty. Ltd.
 Level 36, Santos Place,
 32 Turbot Street
 Brisbane QLD 4000
 Australia

ABN No. 64 063 240 344
ACN/ARBN No. 063 240 344

Item Description	Quantity	Amount (\$)	Amount Due (\$)
Total Sale Price (GST Incl if applicable)	1		
Property Value (Taxable, GST Excl)	1		
GST on Taxable Property Value	1		
Conveyance/Stamp Duty (GST Exempt)	1		
Deposit Amount (GST Free)	1		
Lease/Licence/Permit Fee (Div 81)	1		
Total Payable at Acceptance/Settlement:			

s78B(2) - business affairs

Comment:

RTI DL RELEASE - DNRM

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.

	Biller Code: <input type="text"/> Ref: <input type="text"/>	 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 <input type="text"/>
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.

Offer Account

(This is not a Tax Invoice)

Draft

Queensland
GovernmentDepartment of
Natural Resources and Mines

Payment Reference: 629404
Offer Account Date: 10/12/2015
Enquiry Reference: 2014/008186/3
Account No:
Account Due Date: 15/01/2016

Applicant: M.J. Neilson Pty. Ltd.
Level 36, Santos Place,
32 Turbot Street
Brisbane QLD 4000
Australia

ABN No. 64 063 240 344
ACN/ARBN No. 063 240 344

Item Description	Quantity	Amount (\$)	Amount Due (\$)
Total Sale Price (GST Incl if applicable)	1		
Property Value (Taxable, GST Excl)	1		
GST on Taxable Property Value	1		
Conveyance/Stamp Duty (GST Exempt)	1		
Deed Fee (Div 81)	1		
Total Payable at Acceptance/Settlement:			

s78B(2) - business affairs

Comment:

RTI DL RELEASE - DNRM

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.

10-Dec-2015
13-221

File A

Page 63 of 197

Report as at Effective Date of 10/12/2015
Report as at Posting Date of 10/12/2015 23:59:59

Report For REGION: NORTH
DISTRICT OFFICE: TOWNSVILLE
LEASE NUMBER: SL 44/50840
TITLE REF: 17598156
LESSEE: MJ NIELSON PTY LTD
TENURE GROUP: CYCLONE ITA

ACCOUNT SUMMARY	Account	Fund Code	Rental Position as at 10/12/2015	Payout as at 10/12/2015
	MAIN	11	\$0.00	N/A
Outstanding Total			\$0.00	N/A

Account: MAIN

CALL TYPE: NORMAL
ACCOUNT STATE: ACTIVE
EXPIRY DATE: 12/10/2039
ACTIVE CONCESSION:
ACTIVE EXCLUSION:
RENTAL CATEGORY: 13 - BUSINESS & GOV'T
MULTIPLE ANNUAL PAYMENT IMPACT: N
INVOICE TERM: QUARTER
NEXT DUE DATE: 01/03/2016

RENTAL POSITION

Current Billing Period: 01/10/2015 to 31/12/2015
Last Invoiced Period: 01/10/2015 to 31/12/2015
Fund Code: 11
Control Level: 33
Freehold/Leasehold: LEASEHOLD

s78B(2) - business affairs AS AT 10/12/2015
 \$0.00 (Amount due in the near future)
 \$0.00 (Negative balance means A/C in credit)
 \$0.00
 \$0.00
TOTAL AS AT 10/12/2015 \$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 *****

and Mines
10/12/2015 14:48:49
10/12/2015
10/12/2015 14:40:47

LAND TENURES LEDGER
Tenure Detail Page
[AUTHORISED] [NORMAL VIEW]
Title Reference:17598156

TENURE DETAILS

Title Ref :	17598156	District Office :	TOWNSVILLE	Tenure Status :	AC
Proposal :		Contact Telephone :	07 3199 7817	Category :	13 (BUSINESS & GOV'T)
SLAM File Ref :		Local Authority :	TOWNSVILLE CITY COUNCIL	Purpose :	BUSINESS (PLAZA~ BOARDWALK AND A
Lease Number :	SL 44/50840	Lot/Plan :	499/EP2382	Ind Estate :	
Former Lease No :				Residential :	NO

LESSEES

NAME
MJ NIELSON PTY LTD

ACCOUNT DETAILS MAIN (1)

Account Type :	MAIN (1)	Legislative Group :	1 (LEASEHOLD RENTAL)	CURRENT BILLING DETAILS:	
Addressee :	MJ NIELSON P/L	Control Group :	33 (11 SL)	Bill Frequency :	ANNUAL_QUARTERLY
Service Address :	LVL 36, SANTOS PL, 32 TURBOT ST, BRISBANE, QLD, 4000	Other Accounts :	NO	Last Bill Issued:	01/11/2015
Customer Ext Ref:		Term :	50.00	Bill Start Date :	01/10/2015
Deposit :	0.00	Commencement Date :	12/10/1989	Bill End Date :	31/12/2015
eLVAS Case Id :		Expiry Date :	12/10/2039	Payment Due :	01/12/2015
		Purchase Price :	0.00	FPC Date :	
		Penalties Accrued :		FPC Number :	

PAYOUT DETAILS:

From	To	Daily Interest
s78B(2) - business affairs	s78B(2) - business affairs	
APP		Payout
APP Expires	12/10/2039	Deed Fee
		Deed Fee Owning

***** THIS IS NOT A FREEHOLDING TENURE *****

BILLING EVENT

START	FINISH	POSTED	BILLING FREQUENCY	CERT-NO
01/07/2015	30/06/2016	18/07/2015 04:08:57	QUARTER	CHQ/1593650

TERM BILLING ACCEPTANCE

ACCEPTED	START	POSTED	CERT-NO
true	01/07/2010	01/01/2010 00:00:01	-1_DCON

ACCOUNT DETAILS : MAIN (1)

GST SCHEDULES

GST CODE	EFF-DATE	POSTED	CERT-NO
S1	01/07/2005	24/06/2000 11:11:11	CHQ/51676

DEBIT CONTROL: HISTORICAL ENTRIES

POST-DATE	EFF-DATE	TYPE	C	CALC-RATE	CATEGORY
13/10/1989	13/10/1989	NL	C		0
01/07/1993	01/07/1993	LRSD	C		4
01/07/1994	01/07/1994	LRSD	C		4
15/07/1995	01/07/1995	LRSD	C		4
02/07/1996	01/07/1996	LRSD	C		4
06/07/1997	30/06/1997	CCAL	C		4
13/07/1998	01/07/1997	VADJ	C		4
13/07/1998	01/07/1998	VANN	C		4
03/07/1999	01/07/1999	VANN	C		4
07/07/2000	01/07/2000	VANN	C		4
03/07/2001	01/07/2001	VANN	C		4
11/07/2002	01/07/2002	VANN	C		4
10/08/2003	01/07/2003	VOBJ	C		4
02/07/2004	01/07/2004	VANN	C		4
23/07/2005	01/07/2005	VOBJ	C		4
05/07/2006	01/07/2006	VANN	C		4
03/07/2007	01/07/2007	VANN	C	s78B(2) - business affairs	4
02/07/2008	01/07/2008	VANN	C		4
02/07/2009	01/07/2009	VANN	C		4
02/07/2010	01/07/2010	VANN	C		13
02/07/2010	01/07/2010	AVER	C		13
02/12/2011	01/07/2011	VOBJ	C		13
02/12/2011	01/07/2011	AVER	C		13
26/07/2013	01/07/2012	VOBJ	C		13
26/07/2013	01/07/2012	AVER	C		13
16/05/2014	01/07/2013	VADJ	C		13
16/05/2014	01/07/2013	AVER	C		13
01/07/2014	01/07/2014	VANN	C		13
01/07/2014	01/07/2014	AVER	C		13
02/07/2015	01/07/2015	VANN	C		13
02/07/2015	01/07/2015	AVER	C		13

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ACCOUNT DETAILS : MAIN (1)

AVERAGING: HISTORICAL ENTRIES

YEAR-1	YEAR-2	YEAR-3	YEAR-4	YEAR-5
s78B(2) - business affairs				s78B(2) - business affairs

OPERATIONAL LEDGER: HISTORICAL ENTRIES

DEBIT	CREDIT	BALANCE	UPB	PAY-EE	RECEIPT REF	CERT-NO	DOC-NO	INVOICE FROM	INVOICE TO				
s78B(2) - business affairs						TAKE ON	0						
					01/01/1992				TAKE ON	9920101	01/01/1992	31/12/1992	
									NOTRECORDED	TAKE ON	0		
										TAKE ON	0		
									NOTRECORDED	TAKE ON	0		
										TAKE ON	0		
									14/11/1994	BO 1215	9941114		
									01/01/1993	TAKE ON	9930101	01/01/1993	31/12/1993
									01/01/1993	E4359	0	01/01/1993	31/12/1993
									01/01/1993	E4359	0	01/01/1993	31/12/1993
										NOTRECORDED	TAKE ON	0	
										TAKE ON	0		
										E/4360	0		
										NOTRECORDED	344706	0	
									01/09/1993	0016040	9930901	01/07/1993	30/06/1993
					NOTRECORDED	401867	0						
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					NOTRECORDED	476480	0						
					476480	0							
					NOTRECORDED	720691	0						
				01/09/1995	0098711	9950901	01/07/1995	30/06/1995					
				31/10/1996	0127849	9961031	01/07/1996	30/06/1996					
					NOTRECORDED	874943	0						
				01/07/1997		CHQ/19390	205257	01/07/1997	30/06/1997				
					01097036	CHQ/5999	0						
				01/09/1997		CHQ/4837	173604	01/07/1997	30/06/1997				
					01268045	CHQ/21336	0						
				01/09/1998		CHQ/20156	225803	01/07/1998	30/06/1998				
				01/09/1999		CHQ/37173	261463	01/07/1999	30/06/2000				
						02161730	0						
						02345704	0						
				01/09/2000		CHQ/53570	297050	01/07/2000	30/06/2000				
					02537799	CHQ/77370	0						
				01/09/2001		CHQ/75088	331967	01/07/2001	30/06/2001				

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Title Reference: 17598156

ACCOUNT DETAILS : MAIN (1)

OPERATIONAL LEDGER: HISTORICAL ENTRIES

EFF-DATE	DEBIT	CREDIT	BALANCE	UPB	PAY-BY	RECEIPT REF	CERT-NO	DOC-NO	INVOICE FROM	INVOICE TO
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						02900697	CHQ/111382	0		
					01/09/2003		CHQ/110257	398731	01/07/2003	30/06/2003
					01/09/2004		CHQ/129756	431733	01/07/2004	30/06/2004
							CHQ/133867	0		
						03092582	CHQ/133867	0		
					01/07/2005		TVL/14288	3024818	01/07/2005	30/06/2005
					01/07/2005		TVL/14288	3024818	01/07/2005	30/06/2005
						03260077	CHQ/149719	0		
					01/09/2005		CHQ/147924	3018097	01/07/2005	30/06/2005
					01/09/2005		CHQ/147924	3018097	01/07/2005	30/06/2005
						1900005133	CHQ/150621	0		
						03416227	CHQ/183300	0		
					01/09/2006		CHQ/179971	3051415	01/07/2006	30/06/2006
					01/09/2006		CHQ/179971	3051415	01/07/2006	30/06/2006
						03562063	CHQ/202928	0		
					01/09/2007		CHQ/201124	3080852	01/07/2007	30/06/2007
					01/09/2007		CHQ/201124	3080852	01/07/2007	30/06/2007
					01/09/2008		CHQ/225215	3109899	01/07/2008	30/06/2008
					01/09/2008		CHQ/225215	3109899	01/07/2008	30/06/2008
						03695359	CHQ/227834	0		
						03804592	CHQ/249662	0		
					01/09/2009		CHQ/245095	3138841	01/07/2009	30/06/2009
					01/09/2009		CHQ/245095	3138841	01/07/2009	30/06/2009
					01/12/2010		CHQ/306590	3171948	01/07/2010	30/09/2010
					01/12/2010		CHQ/306590	3171948	01/07/2010	30/09/2010
					01/12/2010		CHQ/306590	3171948	01/07/2010	30/09/2010
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						03922118	CHQ/288784	0		
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							CHQ/301237	0		
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							CHQ/308786	0		
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						03997356	CHQ/380213	03213568		
					01/06/2011		CHQ/346688	03201098	01/04/2011	30/06/2011
					01/06/2011		CHQ/346688	03201098	01/04/2011	30/06/2011

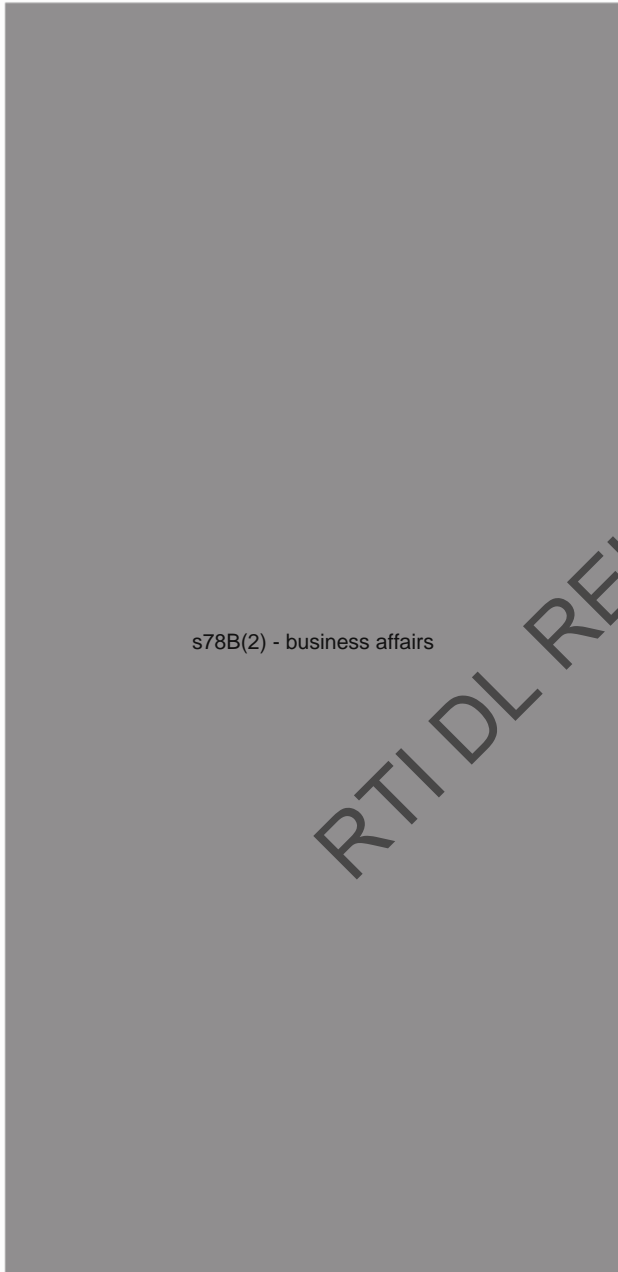
s78B(2) - business affairs

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ACCOUNT DETAILS : MAIN (1)

OPERATIONAL LEDGER: HISTORICAL ENTRIES

DEBIT	UPB	PAY-BY	RECEIPT REF	CERT-NO	DOC-NO	INVOICE FROM	INVOICE TO
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s78B(2) - business affairs

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		01/06/2011		CHQ/346688	03201098	01/04/2011	30/06/2011
		01/06/2011		CHQ/346688	03201098	01/04/2011	30/06/2011
		01/09/2011		CHQ/431879	03213568	01/07/2011	30/09/2011
		01/09/2011		CHQ/431879	03213568	01/07/2011	30/09/2011
		01/09/2011		CHQ/431879	03213568	01/07/2011	30/09/2011
		01/09/2011		CHQ/431879	03213568	01/07/2011	30/09/2011
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				CHQ/475961	03234518		
		30/09/2011		CHQ/483757	03234518		
		31/10/2011		CHQ/500596	03240730		
			04060690	CHQ/510568	03240730		
				CHQ/510568	03240730		
		01/12/2011		CHQ/493994	03234518	01/10/2011	31/12/2011
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		01/12/2011		CHQ/493994	03234518	01/10/2011	31/12/2011
		01/12/2011		CHQ/493994	03234518	01/10/2011	31/12/2011
		01/03/2012		CHQ/533993	03240730	01/01/2012	31/03/2012
		01/03/2012		CHQ/533993	03240730	01/01/2012	31/03/2012
		01/03/2012		CHQ/533993	03240730	01/01/2012	31/03/2012
		01/03/2012		CHQ/533993	03240730	01/01/2012	31/03/2012
			04092240	CHQ/556260	03246583		
			04119707	CHQ/628738	03258826		
		01/06/2012		CHQ/608765	03246583	01/04/2012	30/06/2012
		01/06/2012		CHQ/608765	03246583	01/04/2012	30/06/2012
		01/06/2012		CHQ/608765	03246583	01/04/2012	30/06/2012
		01/06/2012		CHQ/608765	03246583	01/04/2012	30/06/2012
		29/08/2013		CHQ/959205	03316667	01/07/2012	30/09/2012
		29/08/2013		CHQ/959205	03316667	01/07/2012	30/09/2012
		29/08/2013		CHQ/959205	03316667	01/07/2012	30/09/2012
		29/08/2013		CHQ/959205	03316667	01/07/2012	30/09/2012
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				CHQ/959970	03323767		
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		29/08/2013		CHQ/959205	03316667	01/10/2012	31/12/2012
		29/08/2013		CHQ/959205	03316667	01/10/2012	31/12/2012
			04175917	CHQ/780634	03284246		
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		29/08/2013		CHQ/959205	03316667	01/01/2013	31/03/2013
		29/08/2013		CHQ/959205	03316667	01/01/2013	31/03/2013
		29/08/2013		CHQ/959205	03316667	01/01/2013	31/03/2013
			02011136	CHQ/819920	03290301		
		29/08/2013		CHQ/959205	03316667	01/04/2013	30/06/2013
		29/08/2013		CHQ/959205	03316667	01/04/2013	30/06/2013
		29/08/2013		CHQ/959205	03316667	01/04/2013	30/06/2013
		29/08/2013		CHQ/959205	03316667	01/04/2013	30/06/2013
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ACCOUNT DETAILS : MAIN (1)

OPERATIONAL LEDGER: HISTORICAL ENTRIES

DEBIT	CREDIT	BALANCE	UPB	PAY-BY	RECEIPT REF	CERT-NO	DOC-NO	INVOICE FROM	INVOICE TO
						CHQ/959970	03323767		
				17/06/2014		CHQ/1189910	03341024	01/07/2013	30/09/2014
				17/06/2014		CHQ/1189910	03341024	01/07/2013	30/09/2014
				17/06/2014		CHQ/1189910	03341024	01/07/2013	30/09/2014
				17/06/2014		CHQ/1189910	03341024	01/07/2013	30/09/2014
					02058453	CHQ/984488	03323767		
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					1900002460	CHQ/983164	03323767		
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					02074338	CHQ/1031257	03329975		
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					1900007156	CHQ/1189910	03341024		
					02118956	CHQ/1217844	03350051		
					02135206	CHQ/1322820	03368449		
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					02156507	CHQ/1393937	03374087		
				01/12/2014		CHQ/1374795	03368449	01/10/2014	31/12/2014
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					02193567	CHQ/1522775	03392305		
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					02216859	CHQ/1627750	03409695		
				01/09/2015		CHQ/1593650	03392305	01/07/2015	30/09/2015
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ACCOUNT DETAILS : MAIN (1)

OPERATIONAL LEDGER: HISTORICAL ENTRIES

POST-DATE	EFF-DATE	TYPE	DEBIT	CREDIT	UPB	PAY-BY	RECEIPT REF	CERT-NO	DOC-NO	INVOICE FROM	INVOICE TO
12/11/2015	11/11/2015	CSRE	[REDACTED]				02235125	CHQ/1687517			
17/10/2015	01/12/2015	BILL	s78B(2) - business affairs			01/12/2015		CHQ/1669376	03409695	01/10/2015	31/12/2015
17/10/2015	01/12/2015	GSTB	s78B(2) - business affairs			01/12/2015		CHQ/1669376	03409695	01/10/2015	31/12/2015

REFUNDS

EFF-DATE	ADJ	AMOUNT	PAYEE
09/09/2005	PAID	[REDACTED]	TOWNSVILLE PORT AUTHORITY
02/09/2013	PAID	s78B(2) - business affairs	TOWNSVILLE PORT AUTHORITY
15/05/2014	PAID	[REDACTED]	PORT OF TOWNSVILLE LTD

CUSTOMER CONTACT DETAILS:

Name : MJ NIELSON PTY LTD
 Delivery Address :
 Association : LESSEE
 Payment Terms :
 Delivery Preference :
 Telephone :
 Mobile :
 Facsimile :
 Email Address :
 Contact (Other) :

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Transfer Duty Calculator

[Back to calculator](#) [Help](#)

Document date:09.12.2015
File reference: None provided

Nature of interest

First home vacant land:
First home:
Home:
No concession claimed: 1
Unencumbered value of entire property: s78B(2) - business affairs
Value of any non-residential property: 0.00
Is the acquisition wholly or partly by way of gift: No
Duty Payable s78B(2) - business affairs

Calculation Details

Transfer Duty on Dutiable Amount

Transfer Duty on dutiable value of the transaction
Transfer Duty on (\$412500.00 x 1{all transferees' interests})
=\$12862.50

Duty Payable: \$12862.50

Lodgement details

Date that document is due to be lodged at OSR: 08.01.2016
Date document will be lodged and paid at OSR: 29.01.2016
Non-compliance period (in days): 21

Assessment Details

Assessment due date: 12.02.2016
Primary tax: s78B(2) - business affairs

UTI Details

(Calculation under Section 54-57 Taxation Administration Act 2001)

UTI start date: 23.01.2016
Number of days UTI: 7
UTI payable: s78B(2) - business affairs

Prescribed rate for Unpaid Tax Interest

The rate of Unpaid Tax Interest is subject to change from 1 July each year

	From Date	To Date	Number of Days	Daily UTI Amount	Yearly UTI Rate %	Interest Amount	<input type="checkbox"/>
	23.01.2016	29.01.2016	00007		s78B(2) - business affairs		
							<input type="checkbox"/>

Wednesday, 09 December 2015 11:13:20

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REPORT FOR : LEASE REF : POSTING DATE : 09/12/2015 23:59:59
 TITLE REF :
 ACCOUNT TYPE :
 LEGISLATIVE GROUP : 5
 PURCHASE PRICE s78B(2) - business affairs
 TERM : 20
 COMMENCEMENT DATE : 09/12/2015
 DEPOSIT s78B(2) - business affairs

CHART	PERIOD ENDING	INTEREST	REDEMPTION	UPB	AP
	08/12/2016				
	08/12/2017				
	08/12/2018				
	08/12/2019				
	08/12/2020				
	08/12/2021				
	08/12/2022				
	08/12/2023				
	08/12/2024				
	08/12/2025				
	08/12/2026				
	08/12/2027		s78B(2) - business affairs		
	08/12/2028				
	08/12/2029				
	08/12/2030				
	08/12/2031				
	08/12/2032				
	08/12/2033				
	08/12/2034				
	08/12/2035				

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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.

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QNTIME

Remember to –

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

Native Title Assessment Form

Information about this Form –

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



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

Assessment Section

Module AA. Proposed Dealing

Conversion to freehold Special Lease 44/50840

Proposed Dealing Area

Lot(s)/Plan(s): Lot 499 on EP2382

Parish: Elphinstone

County:

Coonambelah

Current Status: Special Lease 44/50840

Locality Description: South Townsville

Attached Plan/Map: plan EP2382; image copy of SL 44/50840; Gazette notice dated 1 May 1958; page 156

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

Tenure history searches has revealed the following in relation to conversion of Special Lease 44/50840:

Module BA

Special Lease 44/50840 was granted on 19 October 1989 to Townsville Port Authority under Section 203(a) of the Land Act 1962-1986 for Business (Plaza, Boardwalk and associated purposes) over Lot 499 on EP2382.

Module BA cannot be used as the lease was granted to the Crown, being the Townsville Port Authority

Module CA

Executive Authority:

3 May 1958 - Government Gazette notice dated 1 May 1958 authorising the Townsville Harbour Board to reclaim the land lying below high-water mark.
(Copy of Gazette notice dated 3 May 1958 p156).

Further extensive research has been undertaken to extinguish Native Title under Module CA however, no further evidence has been found for the extinguishment of Native Title under Module CA.

Accordingly, Native Title exists over this proposed dealing area.

The proposed dealing area may proceed in terms of Module 2 of the Native Title Works Procedures upon successful negotiations and registration of an ILUA (Indigenous Land Use Agreement).

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	North Queensland Land Council Native Title Representative Body Aboriginal Corporation	

- 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: Paula Thomas
Title: Land Administration Officer
Department/Agency: Department of Natural Resources and Mines
Signature: sch4p4(6) Personal information, signature
Date: 9/12/2015

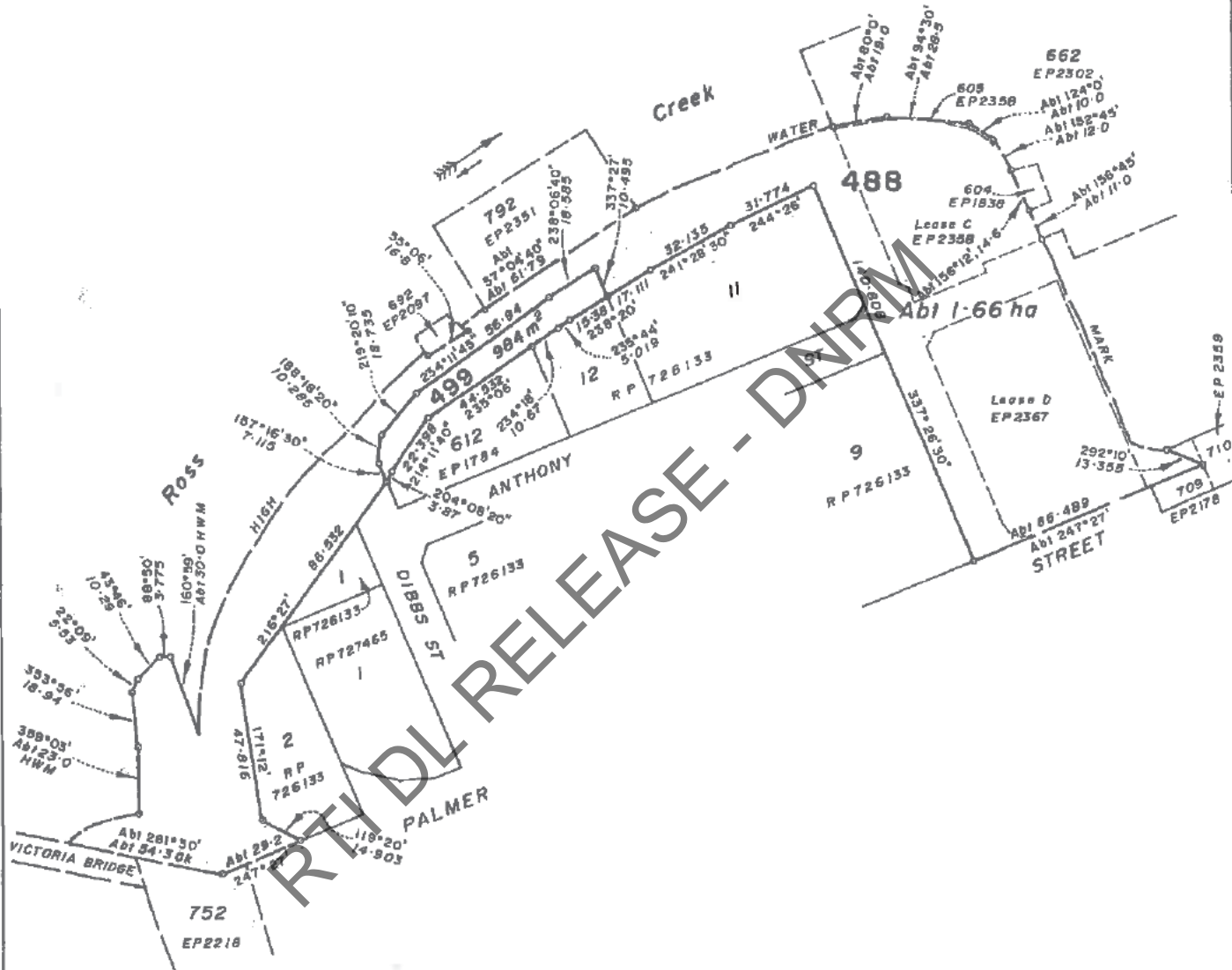
Don't forget to:

- 1) Enter your research into QNTIME.
RB / 41955
RI /
- 2) Request a conclusion be published where you found a PEPA.

FOLDED OR MUTILATED PLANS WILL BE REJECTED — PLAN MAY BE ROLLED

acs FORM 29 A3

For Additional Plan & Document Notings Refer to CISP



SEE PLAN EP2145 FOR EASEMENT SURVEY IN LOT 488

PREVIOUS DESCRIPTION	LOT 488 OR EP 2213	ORIGINAL PLAN/SEC	488	PROCLAIMED SURVEY AREA	TOWNSVILLE	LAND AGENTS DISTRICT	TOWNSVILLE	LOCAL AUTHORITY	TOWNSVILLE C.C.
COMPILED FROM		PLAN OF LOTS			TOWN/SUBURB/LOCALITY		CITY OF TOWNSVILLE		
EP 1830, EP 2302, EP 2351 in the Dept. of Geographical Information		488 and 499			PARISH COONAMBELAH		County Elphinstone		
I, Brosler and Mott (Pty. Ltd.) , hereby certify that the plan has been made in accordance with Regulation 29 of the Surveyors Regulations 1978 and that the plan is accurate.		MERIDIAN			SCALE 1:1500		PLAN EP 2382		
Director		OF EP 2213			L.A.G. REF.		MAP REFERENCE		
Licensed Surveyor & Director		Date: 2/1/99			L. 1 / 1		144.342		
					R 85-261 P12		29.9.85		

CROWN COPYRIGHT SUBSISTS IN THIS PLAN

[Form 12/2]
89-1187

7598/156



DUPLICATE

VOL: S 7598 FOL: 156



17598156

QUEENSLAND Special Lease

under the Land Act 1962-1988

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 1962-1988,

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 Geographic Information 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 1962-1988, 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 1962-1988 and the other Laws of Our said State.

Specified Reservations:—

1. (a) All minerals (as defined by the Mining Act 1968-1986) 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 1968-1986) in any part of the land.
2. (a) All petroleum (as defined by the Petroleum Act 1923-1986) 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, *Companion of the Order of Australia* [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 nineteenth day of October, in the thirty-eighth year of Our Reign and in the year of Our Lord One thousand nine hundred and eighty-nine.

SCHEDULE I—DESCRIPTION OF LAND AND PURPOSE

sch4p4(6) Personal information, signature

S.L. No: 44/50840

L.A.D. Townsville

Lot 499 on Plan EP2382

County Elphinstone

Parish Coonambelah CITY Townsville

Area 984 square metres

Purpose for which granted Business (Plaza, Boardwalk and associated purposes)

SCHEDULE II—TERM OF LEASE

Term: 50 years commencing on 13th October, 1989

SCHEDULE III—LESSEE

TOWNSVILLE PORT AUTHORITY

Rent reassessment
13/10/1994
13/10/1999
13/10/2004
13/10/2009
13/10/2014

Rent reassessment
13/10/2019
13/10/2024
13/10/2029
13/10/2034
1/19

Department of Lands References:—

Previous File Ref: Res.85-261 Part 2

Lds Section. 203(a)

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 1968-1966) 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 1959-1957.

The Lessee shall allow any person authorised under the Forestry Act 1959-1957 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.

ise

RTI DL RELEASE - DNRM



7598-156



RTI DL RELEASE - DNRM

7598-156

ENDORSEMENT: Transfers, Mortgages, Etc., Registered

SUBLEASE OF whole of the within-
 described holding to JENNINGS CONSTRUCTION
LIMITED for the term of
Fifty (50) years less one day commencing
 on the 13th day of October 19 89
 Registered: 7 NOV 1989
10074 sch4p4(6) Personal information, signature
 Registrar of Dealings

Interest of the interest of the sublessee
 in Sublease No. 10074 to AUSTRALIAN
 TELECOMMUNICATIONS CORPORATION

sch4p4(6) Personal information, signature

Registered:
19 MAR 1990 Registrar of Dealings

RTI DL RELEASE - DNRM

AMENDED NOTIFICATION.

ORDER IN COUNCIL.

At the Executive Buildings, Brisbane, the tenth day of April, 1958.

Present:

His Excellency the Governor in Council.

WHEREAS, by "The Local Government Acts, 1936 to 1958," it is amongst other things enacted that the Governor in Council may authorise a Local Authority to borrow money by the sale of debentures, in which case the authority shall be given by Order in Council, and the Order in Council shall declare the amount that may be so borrowed, the purposes for which the same shall be borrowed, the currency of the loan, the amount of interest payable thereon, the terms and conditions for the redemption of the loan, whether by yearly or half-yearly or quarterly payments or payments into a sinking fund, and such other conditions as the Governor in Council thinks proper to impose: And whereas the Council of the Shire of Maroochy, in pursuance of the provisions of the said Acts, has made application for permission to borrow a sum of Eleven thousand pounds by the sale of a debenture or debentures for the purpose hereinafter mentioned: And whereas the Council of the Shire of Maroochy is a local body within the meaning of "The Local Bodies' Loans Guarantee Acts, 1933 to 1957": And whereas, by "The Local Bodies' Loans Guarantee Acts, 1933 to 1957," the Treasurer, on behalf of the Government, is authorised to guarantee to any lender the amount or any part of the amount of any loan made by such lender to any local body, with interest at the agreed rate, and it is provided that any guarantee by the Treasurer under such Acts shall be limited to such amount and to such period of time and be subject to such other terms, reservations, and conditions as the Governor in Council may prescribe: And whereas the Council of the Shire of Maroochy has made application to borrow from The Australasian Temperance and General Mutual Life Assurance Society Limited the moneys hereinafter mentioned by the sale of the debenture or debentures hereinafter referred to, and The Australasian Temperance and General Mutual Life Assurance Society Limited has agreed to lend such moneys to the Council of the Shire of Maroochy upon condition that the payment of the same and of the interest thereon shall be guaranteed by the Treasurer, on behalf of the Government, pursuant to the said "The Local Bodies' Loans Guarantee Acts, 1933 to 1957": And whereas the Treasurer, on behalf of the Government, has agreed to guarantee to the said The Australasian Temperance and General Mutual Life Assurance Society Limited a sum of Eleven thousand pounds with interest at the agreed rate: Now, therefore, His Excellency the Governor, acting by and with the advice of the Executive Council and in pursuance of the powers and authorities vested in him by the said Acts, doth order as follows:—

- 1. That the Council of the Shire of Maroochy shall be and is hereby authorised to borrow a sum of Eleven thousand pounds by the sale of a debenture or debentures, such debenture or debentures to be issued as may be arranged from time to time.
2. That the Currency of such debenture or debentures shall be for a period of twenty years from the date of issue and the rate of interest thereon shall be Five pounds ten shillings per centum per annum payable half-yearly during the currency of the loan.
3. Such debenture or debentures shall be sold at par.
4. The proceeds of such debenture or debentures shall be applied to—
Maroochy water supply scheme—construction . . £11,000 and no part of such proceeds shall be expended for any other purpose whatever.
5. Payment of interest and repayment of principal shall be charged on the rates and revenues of the said Council, and the said Council shall be and is hereby authorised to sell to the Australasian Temperance and General Mutual Life Assurance Society Limited the whole of the aforesaid debenture or debentures on a basis providing for payment by the Council of interest at the rate aforesaid, during a period of two years from the date of issue, by four equal half-yearly instalments of Three hundred and two pounds ten shillings and thereafter by thirty-five equal half-yearly instalments of principal and interest of Three hundred and forty-six pounds eleven shillings and eleven pence, and a thirty-sixth and final instalment of Eight thousand six hundred and ninety-one pounds nineteen shillings and eight pence, being sufficient to cover interest and redeem the principal sum so secured within the said period of twenty years from the date of issue. In default of the due and punctual payment of any instalment of principal and interest, then, without prejudice to the rights accruing to the said The Australasian Temperance and General Mutual Life Assurance Society Limited, by reason of such default, interest

shall be payable on the amount of such instalment, as aforesaid, from the date that such instalment shall be due until payment thereof.

6. The guarantee by the Treasurer, on behalf of the Government, under "The Local Bodies' Loans Guarantee Acts, 1933 to 1957," shall be limited to the amount of the loan and shall be subject in addition to the terms, reservations, and conditions hereinafter set forth, to the terms, reservations, and conditions that the liability of the said Government for the payment of the principal and interest for the time being payable by virtue of the said debenture or debentures shall not be affected or discharged by the granting to the Council of any time or other indulgence or concession by reason of any transaction that may take place between the said Council and The Australasian Temperance and General Mutual Life Assurance Society Limited, or any of them, or by any other act or omission of the said Council, or by any other act or omission of the said Australasian Temperance and General Mutual Life Assurance Society Limited or any holder for the time being of a debenture or debentures or any of them whereby the liability of the said Government as surety would but for the above have been affected or discharged.

And the Honourable the Minister for Public Works is directed to give the necessary directions accordingly.

33 R. B. MCALLESTER, Clerk of the Council.

ORDER IN COUNCIL.

At the Executive Buildings, Brisbane, the first day of May, 1958.

Present:

His Excellency the Governor in Council.

WHEREAS, in pursuance of the provisions of "The Racing and Betting Act of 1954," the total number of races during the period commencing on the first day of May, 1958, and ending on the Thirty-first day of May, 1958, in which race meetings for trotting horses may be conducted in the Metropolitan Area were fixed at 100, and among the Clubs approved under the said Act for the Metropolitan Area by the Administrator of the Game, the Council, by Order in Council, dated the nineteenth day of December, 1957. And whereas it is deemed expedient that the said Order in Council be amended, so that the number of races during the period commencing on the first day of May, 1958, and ending on the Thirty-first day of May, 1958, in which race meetings for trotting horses may be conducted in the Metropolitan Area be fixed at 100, and among the Clubs approved under the said Act for the Metropolitan Area by the Administrator of the Game, the Council, by Order in Council, dated the nineteenth day of December, 1957, by inserting "the fifth and thirty-first days of May," in the paragraph of the said Order in Council, and by deleting "the first and thirty-first days of May," in the paragraph of the said Order in Council: Now, therefore, His Excellency the Governor, acting by and with the advice of the Executive Council and in pursuance of the powers and authorities vested in him by "The Racing and Betting Act of 1954," doth hereby amend the aforesaid Order in Council, by inserting "the fifth and thirty-first days of May," in the paragraph of the said Order in Council, and by deleting "the first and thirty-first days of May," in the paragraph of the said Order in Council: And the Honourable the Treasurer and Minister for Public Works is directed to give the necessary directions herein accordingly.

34 H. B. MCALLESTER, Clerk of the Council.

ORDER IN COUNCIL.

At the Executive Buildings, Brisbane, the first day of May, 1958.

Present:

His Excellency the Governor in Council.

WHEREAS, by "The Harbours Acts, 1955 to 1958," it is amongst other things provided that the Governor in Council may from time to time, by Order in Council, in the Gazette, authorise any Harbour Board or Local Authority or any person whomsoever to reclaim from the waters of any harbour (including any navigable water) any land lying below high-water mark in any case (i.) that it is expedient that such reclamation; and (ii.) that such reclamation shall not interrupt or interfere with navigation, nor prejudice the right, title, estate, or interest of any other person, and the terms and conditions upon and subject to which such reclamation may be so authorised shall be such as may be determined by the Governor in Council and set out in the Order in Council, and the Order in Council may prescribe such other terms and conditions as the Governor in Council may think fit: And whereas the Governor in Council has considered (i.) that it is expedient that such reclamation; and (ii.) that such reclamation shall not interrupt or interfere with navigation, nor prejudice the right, title, estate, or interest of any other person, and the terms and conditions upon and subject to which such reclamation may be so authorised shall be such as may be determined by the Governor in Council and set out in the Order in Council, and the Order in Council may prescribe such other terms and conditions as the Governor in Council may think fit: And whereas the Governor in Council has considered (i.) that it is expedient that such reclamation; and (ii.) that such reclamation shall not interrupt or interfere with navigation, nor prejudice the right, title, estate, or interest of any other person, and the terms and conditions upon and subject to which such reclamation may be so authorised shall be such as may be determined by the Governor in Council and set out in the Order in Council, and the Order in Council may prescribe such other terms and conditions as the Governor in Council may think fit: Now, therefore, His Excellency the Governor, acting by and with the advice of the Executive Council and in pursuance of the powers and authorities vested in him by the said Acts, doth hereby authorise the Townsville Harbour Board to reclaim from the waters of any harbour (including any navigable water) any land lying below high-water mark in any case (i.) that it is expedient that such reclamation; and (ii.) that such reclamation shall not interrupt or interfere with navigation, nor prejudice the right, title, estate, or interest of any other person, and the terms and conditions upon and subject to which such reclamation may be so authorised shall be such as may be determined by the Governor in Council and set out in the Order in Council, and the Order in Council may prescribe such other terms and conditions as the Governor in Council may think fit: And the Honourable the Treasurer and Minister for Public Works is directed to give the necessary directions herein accordingly.

such instalment, at the instalment shall be...

insurer, on behalf of the... Loans Guarantee Act... to the amount as at... to the terms, reser...

ter for Public Works... necessary directions...

R, Clerk of the Council

UNCLL

shance, the first day of...

rior in Council

provisions of "The... total number of... the first day of... day of December... g horses may be... were fixed and... e said Act for the... r of the Governm... d the nineteenth... leaved expedient... therefore, His Ex... and with the adv... of the powers and... and Betting Act... said Order in Cou... 57, by inserting t... re the words "t... ' in the paragraph... Trotting Club... er and Minister f... is herein accordi...

6, Clerk of the Council

UNCLL

shance, the first day of...

rior in Council

Acts, 1955 to 1954... that the Govern... Order in Council... r Board or Local... claim from the sea... ing any navigabl... ark in any case... at it is expedient... such reclamation... tion, nor prefer... ty other person... subject to which... ch as may be... out in the O... y prescribe such... by way of for... of moneys for... any of those... nalties may be... d whereas it is... board to reclaim... the limits of the... at Part of the... er interrupt or... fix terms and... e said Schedule... the Harbour Board...

and to impose as set forth in the Third Schedule penalties by way of forfeiture of the said land for failure by the said Townsville Harbour Board to observe any of such terms and conditions: His Excellency the Governor, acting by and through the Executive Council and in pursuance of "The Harbours Acts, 1955 to 1956," doth hereby order as follows:—

The Townsville Harbour Board is hereby authorised to borrow from the Treasurer of Queensland on account of the said Board a sum of Fifteen thousand pounds (£15,000) by the sale of a debenture for the purposes hereinafter mentioned;

The Board is a local body within the meaning of "The Local Bodies' Loans Guarantee Acts, 1923 to 1957";

By section three of "The Local Bodies' Loans Guarantee Acts, 1923 to 1957," the Treasurer, on behalf of the Government, is authorised in the cases therein mentioned to guarantee to any lender the amount or any part of the amount of any loan made by such lender to any local body with interest at the agreed rate;

The Bundaberg Harbour Board has made application to borrow from the Treasurer of Queensland on account of the Public Service Superannuation Additional Benefit Fund (hereafter referred to as the "Lender") the money hereinafter mentioned by the sale of the debenture hereinafter referred to, and the Lender has agreed to lend such moneys to the Bundaberg Harbour Board upon condition that the payment of the same and of the interest thereon shall be guaranteed by the Treasurer, on behalf of the Government, pursuant to the said "The Local Bodies' Loans Guarantee Acts, 1923 to 1957";

The Treasurer, on behalf of the Government, has agreed to guarantee to the Lender the amount borrowed, namely Fifteen thousand pounds (£15,000), with interest at the agreed rate:

Now, therefore, His Excellency the Governor, acting by and with the advice of the Executive Council and in pursuance of the powers and authorities vested in him by "The Harbours Acts, 1955 to 1956," and "The Local Bodies' Loans Guarantee Acts, 1923 to 1957," doth order as follows:—

1. That the Bundaberg Harbour Board shall be and is hereby authorised to borrow a sum of Fifteen thousand pounds by the sale of a debenture.

2. That the currency of such debenture shall be for a period of twenty-five years from the date of issue, and the rate of interest thereon shall be Five pounds ten shillings per centum per annum, payable half-yearly during the currency of the loan.

3. Such debenture be sold at par.

4. The proceeds of such debenture shall be applied to—
Dismantling old wharf; erection of new high-level wharf with reinforced concrete piles, wooden headstocks, and decking; re-erecting existing shed on new wharf .. £10,000
Development of the lower reaches of the Burnett River—Construction of new port, including purchase, &c., of a suction cutter dredge £5,000

and no part of such proceeds shall be expended for any other purpose whatever.

5. Payment of interest and repayment of principal shall be charged upon all the revenues of the said Board howsoever arising and the said Board shall be and is hereby authorised to sell to the Lender the whole of the aforesaid debenture on a basis providing for payment by the said Board of fifty equal half-yearly instalments being sufficient to cover interest and redeem the principal sum so accrued within the said period of twenty-five years from the date of issue. In default of the due and punctual payment of any instalment, then, without prejudice to the rights accruing to the Lender by reason of such default, interest shall be payable on the amount of such instalment at the rate aforesaid from the date that such instalment shall become due until payment thereof.

6. The guarantee by the Treasurer on behalf of the Government, under "The Local Bodies' Loans Guarantee Acts, 1923 to 1957," shall be limited to such amount as aforesaid and shall be subject, in addition to such amount as aforesaid, to the terms, reservations, and conditions hereinafter set forth, to the terms, reservations, and conditions that the liability of the Government of Queensland for the payment of the principal and interest for the time being payable by virtue of the said debenture shall not be affected or discharged by the granting to the said Board of any time or other indulgence or consideration or by reason of any transaction that may take place between the said Board and the Lender or any holder for the time being of the said debenture or any of them or by any other act or omission of the Lender or any holder for the time being of the said debenture or any of them whereby the liability of the said Government as aforesaid would but for this provision have been affected or discharged.

And the Honourable the Treasurer and Minister for Housing is to give the necessary directions herein accordingly.

R. B. McALLISTER, Clerk of the Council.

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ORDER IN COUNCIL.

Buildings, Brisbane, the first day of May, 1958.

Present: His Excellency the Governor in Council.

That the Governor in Council may, by and through the Executive Council, in pursuance of "The Harbours Acts, 1955 to 1956," it is amongst the powers and authorities vested in him by "The Harbours Acts, 1955 to 1956," and "The Local Bodies' Loans Guarantee Acts, 1923 to 1957," doth order as follows:—

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(b) The Bundaberg Harbour Board (hereinafter called "the Board"), in pursuance of the provisions of the said Acts, has made application for permission to borrow a sum of Fifteen thousand pounds (£15,000) by the sale of a debenture for the purposes hereinafter mentioned;

(c) The Board is a local body within the meaning of "The Local Bodies' Loans Guarantee Acts, 1923 to 1957";

(d) By section three of "The Local Bodies' Loans Guarantee Acts, 1923 to 1957," the Treasurer, on behalf of the Government, is authorised in the cases therein mentioned to guarantee to any lender the amount or any part of the amount of any loan made by such lender to any local body with interest at the agreed rate;

(e) The Bundaberg Harbour Board has made application to borrow from the Treasurer of Queensland on account of the Public Service Superannuation Additional Benefit Fund (hereafter referred to as the "Lender") the money hereinafter mentioned by the sale of the debenture hereinafter referred to, and the Lender has agreed to lend such moneys to the Bundaberg Harbour Board upon condition that the payment of the same and of the interest thereon shall be guaranteed by the Treasurer, on behalf of the Government, pursuant to the said "The Local Bodies' Loans Guarantee Acts, 1923 to 1957";

(f) The Treasurer, on behalf of the Government, has agreed to guarantee to the Lender the amount borrowed, namely Fifteen thousand pounds (£15,000), with interest at the agreed rate:

Now, therefore, His Excellency the Governor, acting by and with the advice of the Executive Council and in pursuance of the powers and authorities vested in him by "The Harbours Acts, 1955 to 1956," and "The Local Bodies' Loans Guarantee Acts, 1923 to 1957," doth order as follows:—

1. That the Bundaberg Harbour Board shall be and is hereby authorised to borrow a sum of Fifteen thousand pounds by the sale of a debenture.

2. That the currency of such debenture shall be for a period of twenty-five years from the date of issue, and the rate of interest thereon shall be Five pounds ten shillings per centum per annum, payable half-yearly during the currency of the loan.

3. Such debenture be sold at par.

4. The proceeds of such debenture shall be applied to—
Dismantling old wharf; erection of new high-level wharf with reinforced concrete piles, wooden headstocks, and decking; re-erecting existing shed on new wharf .. £10,000
Development of the lower reaches of the Burnett River—Construction of new port, including purchase, &c., of a suction cutter dredge £5,000

and no part of such proceeds shall be expended for any other purpose whatever.

5. Payment of interest and repayment of principal shall be charged upon all the revenues of the said Board howsoever arising and the said Board shall be and is hereby authorised to sell to the Lender the whole of the aforesaid debenture on a basis providing for payment by the said Board of fifty equal half-yearly instalments being sufficient to cover interest and redeem the principal sum so accrued within the said period of twenty-five years from the date of issue. In default of the due and punctual payment of any instalment, then, without prejudice to the rights accruing to the Lender by reason of such default, interest shall be payable on the amount of such instalment at the rate aforesaid from the date that such instalment shall become due until payment thereof.

6. The guarantee by the Treasurer on behalf of the Government, under "The Local Bodies' Loans Guarantee Acts, 1923 to 1957," shall be limited to such amount as aforesaid and shall be subject, in addition to such amount as aforesaid, to the terms, reservations, and conditions hereinafter set forth, to the terms, reservations, and conditions that the liability of the Government of Queensland for the payment of the principal and interest for the time being payable by virtue of the said debenture shall not be affected or discharged by the granting to the said Board of any time or other indulgence or consideration or by reason of any transaction that may take place between the said Board and the Lender or any holder for the time being of the said debenture or any of them or by any other act or omission of the Lender or any holder for the time being of the said debenture or any of them whereby the liability of the said Government as aforesaid would but for this provision have been affected or discharged.

And the Honourable the Treasurer and Minister for Housing is to give the necessary directions herein accordingly.

R. B. McALLISTER, Clerk of the Council.

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eLVAS Client Interaction Report

For Interaction id: 1335077

Contact Details

Business unit: State Land Asset Management
Business context: Written (Inwards) Case
Interaction method: Email
Interaction date: 7-Dec-2015 5:16 PM
Entered by: Thomas, Paula Suzanne
Reference:

Contact with: Broadley Rees Hogan, Brisbane

Documents

Document Type	Title	Received/Sent
Incoming email	lawyers seeking clarification on status of NT	7-Dec-2015

Interaction Record History

Service Centre: Townsville
Associated to Case: 2014/008186
Revision No.: 0
Updated by: Thomas, Paula Suzanne
Date: 10-Dec-2015
Details: lessee's lawyers seeking clarification on Native Title status for conversion of lease application.

Assignment History

RTI/DL RELEASE - DNRM

eLVAS Client Interaction Report

For Interaction id: 1311503

Contact Details

Business unit: State Land Asset Management
 Business context: Written (Outwards) Case
 Interaction method: Email
 Interaction date: 30-Sep-2015 9:43 AM
 Entered by: Thomas, Paula Suzanne
 Reference:

Contact with: Broadley Rees Hogan, Brisbane

Documents

Document Type	Title	Received/Sent
Outgoing email	response to Solicitor in relation to Native Title	30-Sep-2015

Interaction Record History

Service Centre: Townsville

Associated to Case: 2014/008186

Revision No.: 0

Updated by: Thomas, Paula Suzanne

Date: 30-Sep-2015

Details: department's response in relation to department endeavouring to address Native Title under department's Native Title Work Procedures.

Assignment History

eLVAS Client Interaction Report

For Interaction id: 1310214

Contact Details

Business unit: State Land Asset Management
 Business context: Written (Outwards) Case
 Interaction method: Letter
 Interaction date: 25-Sep-2015 11:30 AM
 Entered by: Thomas, Paula Suzanne
 Reference:

Contact with: Department of Natural Resources, Mineral House - NRW

Documents

Document Type	Title	Received/Sent
Outgoing Letter/Document	Memo sent to ATSILS to assist with Native Title	25-Sep-2015

Interaction Record History

Service Centre: Townsville

Associated to Case: 2014/008186

Revision No.: 0

Updated by: Thomas, Paula Suzanne

Date: 25-Sep-2015

Details: Office Memo and associated documentation sent to Native Title Policy Unit to assist with addressing Native Title under Module CA of the department's Native Title Work Procedures.

Assignment History

Office Memo

Date: 25 September 2015

File Ref: 2014/008186

Conversation between:

Paula Thomas, SLAM, Townsville

and:

Stephen Box, Senior Policy Officer
Native Title Policy Unit

DETAILS:

Application for Conversion to Freehold Special Lease 44/50840 - Lot 499 on EP2382

Hi Stephen,

For your information, please find attached the following documentation to assist with addressing Native Title in accordance with Module CA - Public Works under the Department's Native Title Work Procedures.

- 1) Native Title assessment addressed under Module CA of the department's Native Title Work Procedures.
- 2) Image copy of Special Lease 44/50840 - Title Reference: 17598156.
- 3) Copy of Gazette Notice dated 3 May 1958 page 156
- 4) Copy of Gazette Notice dated 3 May 1958 page 157Procededures.
- 5) Letter from Townsville Port Authority dated 12 September 1996, outlining value of improvements and plan of area.
- 6) Smart map showing Lot 499 on EP2382.
- 7) Copy of plan EP1329.
- 8) Copy of plan EP1811.
- 9) Copy of plan EP1784.
- 10) Copy of plan EP1299.
- 11) Copy of plan EP2382.
- 12) Copy of plan T11868.
- 13) Copy of plan

This is the information that I was able to find in relation to this matter.

Can you please advise if the information is acceptable to address Native Title in accordance with Module CA of the department's Native Title Work Procedures.

Please contact Paula Thomas on telephone number (07) 4447 9180, or

email:by email: paula.thomas@dnrm.qld.gov.au

Kind regards,

Paula Thomas
Land Administration Officer
State Land Asset Management

eLVAS Client Interaction Report

For Interaction id: 1300099

Contact Details

Business unit: State Land Asset Management
 Business context: Written (Outwards) Case
 Interaction method: Email
 Interaction date: 25-Aug-2015 4:35 PM
 Entered by: Thomas, Paula Suzanne
 Reference:

Contact with: Broadley Rees Hogan, Brisbane

Documents

Document Type	Title	Received/Sent
Outgoing email	providing update on NT investigations	25-Aug-2015

Interaction Record History

Service Centre: Townsville

Associated to Case: 2014/008186

Revision No.: 0

Updated by: Thomas, Paula Suzanne

Date: 26-Aug-2015

Details: providing lessee's lawyers further update on investigations into Native Title from department's Native Title unit.

Assignment History

THOMAS Paula

From: THOMAS Paula
Sent: Monday, 17 August 2015 8:41 AM
To: WOGNTP
Subject: FW: ATSILS: Cat 2 - Mod BA, BB & CA queries for eLVAS Case: 2014/008186
Attachments: copy of Gazettal dated 1 May 1958 page 156.pdf; Native Title assessment (Module CA).pdf; advice received from AAT regarding Native Title.msg; copy of Gazettal dated 1 May 1958 page 157.pdf; image copy of Special Lease 50840.pdf; plan EP2382.pdf

Hi,

Please see below email forwarded to you on 8 and 28 July.

The conversion application has been given a High priority as the department has given a commitment to the Executive Director that an offer will be forwarded to the registered lessee's upon department's native title investigations being completed.

Could you please provide an anticipated timeframe as to when I may expect a response from your office in relation to the Native Title assessment.

Your assistance in this matter is very much appreciated.

Thanks

Paula Thomas
Land Administration Officer
State Land Asset Management
Service Delivery Group – North Region
Department of Natural Resources and Mines

Telephone: (07) 4447 9180
Facsimile: (07) 4447 9199

Address:
Level 9, Verde Tower
445 Flinders Street, Townsville Qld 4810

Postal:
PO Box 5318
Townsville Qld 4810

-----Original Message-----

From: THOMAS Paula
Sent: Tuesday, 28 July 2015 11:25 AM
To: WOGNTP
Cc: RYAN Jacinta
Subject: FW: ATSILS: Cat 2 - Mod BA, BB & CA queries for eLVAS Case: 2014/008186

Hi,

Please see below email forwarded to you on 8 July.

The conversion application has been given a High priority as the department has given a commitment to the Executive Director that an offer will be forwarded to the registered lessee's upon department's native title investigations being completed.

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Service Delivery Group – North Region
Department of Natural Resources and Mines

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Facsimile: (07) 4447 9199

Address:
Level 9, Verde Tower
445 Flinders Street, Townsville Qld 4810

Postal:
PO Box 5318
Townsville Qld 4810

-----Original Message-----

From: THOMAS Paula
Sent: Wednesday, 8 July 2015 8:29 AM
To: WOGNTP
Subject: FW: ATSILS: Cat 2 - Mod BA, BB & CA queries for eLVAS Case: 2014/008186

Hi,

Please see below request for advice sent to ATSILS on 25 June.

Could you please advise as to when I may receive a response in relation to this enquiry.

Your assistance in this matter is very much appreciated.

Kind regards,

Paula Thomas
Land Administration Officer
State Land Asset Management
Service Delivery Group – North Region
Department of Natural Resources and Mines

Telephone: (07) 4447 9180
Facsimile: (07) 4447 9199

RTI/DL RELEASE - DNRM

Address:
Level 9, Verde Tower
445 Flinders Street, Townsville Qld 4810

Postal:
PO Box 5318
Townsville Qld 4810

-----Original Message-----

From: THOMAS Paula
Sent: Thursday, 25 June 2015 2:48 PM
To: WOGNTP
Cc: THOMAS Paula
Subject: ATSILS: Cat 2 - Mod BA, BB & CA queries for eLVAS Case: 2014/008186

Job request details:

Forecast Completion Date for this Job Request is 09/07/2015

For eLVAS Case: 2014/008186. Requested by Thomas, Paula Suzanne (Townsville).
QNTIME Research Boundary Ref: RB/40162
Proposed Dealing: Conversion of SL 44/50840 Primary Applicant: MJ Nielson Pty Ltd Background to request:
Confirmation Module CA can be used to assess Native Title. Refer to Peter Symonds email dated 12 December 2014.

RTI DL RELEASE - DNRM

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Land Administration Officer
State Land Asset Management
Service Delivery Group – North Region
Department of Natural Resources and Mines

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Cc: THOMAS Paula

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Job request details:

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Hi,

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Could you please advise as to when I may receive a response in relation to this enquiry?

Your assistance in this matter is very much appreciated.

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Paula Thomas
Land Administration Officer
State Land Asset Management
Service Delivery Group – North Region
Department of Natural Resources and Mines

Telephone: (07) 4447 9180
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To: WOGNTP
Cc: THOMAS Paula
Subject: ATSILS: Cat 2 - Mod BA, BB & CA queries for eLVAS Case: 2014/008186

Job request details:

Forecast Completion Date for this Job Request is 09/07/2015

For eLVAS Case: 2014/008186. Requested by Thomas, Paula Suzanne (Townsville).

QNTIME Research Boundary Ref: RB/40162

Proposed Dealing: Conversion of SL 44/50840 Primary Applicant: MJ Nielson Pty Ltd Background to request:

Confirmation Module CA can be used to assess Native Title. Refer to Peter Symonds email dated 12 December 2014.

eLVAS Client Interaction Report

For Interaction id: 1281259

Contact Details

Business unit: State Land Asset Management
Business context: Written (Outwards) Case
Interaction method: Email
Interaction date: 29-Jun-2015 12:15 PM
Entered by: Thomas, Paula Suzanne
Reference:

Contact with: Broadley Rees Hogan, Brisbane

Documents

Document Type	Title	Received/Sent
Outgoing email	providing update on progress of application	29-Jun-2015

Interaction Record History

Service Centre: Townsville
Associated to Case: 2014/008186
Revision No.: 0
Updated by: Thomas, Paula Suzanne
Date: 30-Jun-2015
Details: providing progress of conversion application.

Assignment History

RTI DL RELEASE - DNRM

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.

RTI DL RELEASE - DIRM



QNTIME

Remember to –

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

Native Title Assessment Form

Information about this Form –

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



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

Assessment Section

Module AA. Proposed Dealing

Conversion to freehold Special Lease 44/50840

Proposed Dealing Area

Lot(s)/Plan(s): Lot 499 on EP2382

Parish: Elphinstone

County:

Coonambelah

Current Status: Special Lease 44/50840

Locality South Townsville

Description:

Attached Plan/Map: Gazette notice dated 1 May 1958; page 156

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

Tenure history search has revealed there has been a valid public work over the proposed dealing area.

Special Lease 44/50840 was granted on 19 October 1989 to Townsville Port Authority under Section 203(a) of the Land Act 1962-1986 for Business (Plaza, Boardwalk and associated purposes) over Lot 499 on EP2382.

Executive Authority:

3 May 1958 - Government Gazette notice dated 1 May 1958 authorising the Townsville Harbour Board to reclaim the land lying below high-water mark.
(Copy of Gazette notice dated 3 May 1958 p156).

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	North Queensland Land Council Native Title Representative Body Aboriginal Corporation	

- 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: Paula Thomas

Title: Land Administration Officer

Department/Agency: Department of Natural Resources and Mines

Signature: sch4p4(6) Personal information, signature

Date: 25/6/2015

Don't forget to:

- 1) Enter your research into QNTIME.
RB / 40162
RI / 30060
- 2) Request a conclusion be published where you found a PEPA.

AMENDED NOTIFICATION.

ORDER IN COUNCIL.

At the Executive Buildings, Brisbane, the tenth day of April, 1958.

Present:

His Excellency the Governor in Council.

WHEREAS, by "The Local Government Acts, 1936 to 1958," it is amongst other things enacted that the Governor in Council may authorise a Local Authority to borrow money by the sale of debentures, in which case the authority shall be given by Order in Council, and the Order in Council shall declare the amount that may be so borrowed, the purposes for which the same shall be borrowed, the currency of the loan, the amount of interest payable thereon, the terms and conditions for the redemption of the loan, whether by yearly or half-yearly or quarterly payments or payments into a sinking fund, and such other conditions as the Governor in Council thinks proper to impose; And whereas the Council of the Shire of Maroochy, in pursuance of the provisions of the said Acts, has made application for permission to borrow a sum of Eleven thousand pounds by the sale of a debenture or debentures for the purpose hereinafter mentioned: And whereas the Council of the Shire of Maroochy is a local body within the meaning of "The Local Bodies' Loans Guarantee Acts, 1923 to 1957"; And whereas, by "The Local Bodies' Loans Guarantee Acts, 1923 to 1957," the Treasurer, on behalf of the Government, is authorised to guarantee to any lender the amount or any part of the amount of any loan made by such lender to any local body, with interest at the agreed rate, and it is provided that any guarantee by the Treasurer under such Acts shall be limited to such amount and to such period of time and be subject to such other terms, reservations, and conditions as the Governor in Council may prescribe: And whereas the Council of the Shire of Maroochy has made application to borrow from The Australasian Temperance and General Mutual Life Assurance Society Limited the moneys hereinafter mentioned by the sale of the debenture or debentures hereinafter referred to, and The Australasian Temperance and General Mutual Life Assurance Society Limited has agreed to lend such moneys to the Council of the Shire of Maroochy upon condition that the payment of the same and of the interest thereon shall be guaranteed by the Treasurer, on behalf of the Government, pursuant to the said "The Local Bodies' Loans Guarantee Acts, 1923 to 1957": And whereas the Treasurer, on behalf of the Government, has agreed to guarantee to the said The Australasian Temperance and General Mutual Life Assurance Society Limited a sum of Eleven thousand pounds with interest at the agreed rate: Now, therefore, His Excellency the Governor, acting by and with the advice of the Executive Council and in pursuance of the powers and authorities vested in him by the said Acts, doth order as follows:—

1. That the Council of the Shire of Maroochy shall be and is hereby authorised to borrow a sum of Eleven thousand pounds by the sale of a debenture or debentures, such debenture or debentures to be issued as may be arranged from time to time.

2. That the currency of such debenture or debentures shall be for a period of twenty years from the date of issue and the rate of interest thereon shall be Five pounds ten shillings per centum per annum payable half-yearly during the currency of the loan.

3. Such debenture or debentures shall be sold at par.

4. The proceeds of such debenture or debentures shall be applied to—

Maroochy water supply scheme—construction . . . £11,000 and no part of such proceeds shall be expended for any other purpose whatever.

5. Payment of interest and repayment of principal shall be charged on the rates and revenues of the said Council, and the said Council shall be and is hereby authorised to sell to the Australasian Temperance and General Mutual Life Assurance Society Limited the whole of the aforesaid debenture or debentures on a basis providing for payment by the Council of interest at the rate aforesaid, during a period of two years from the date of issue, by four equal half-yearly instalments of Three hundred and two pounds ten shillings and thereafter by thirty-five equal half-yearly instalments of principal and interest of Three hundred and forty-six pounds eleven shillings and eleven pence, and a thirty-sixth and final instalment of Eight thousand six hundred and ninety-one pounds nineteen shillings and eight pence, being sufficient to cover interest and redeem the principal sum so secured within the said period of twenty years from the date of issue. In default of the due and punctual payment of any instalment of principal and interest, then, without prejudice to the rights accruing to the said The Australasian Temperance and General Mutual Life Assurance Society Limited, by reason of such default, interest

shall be payable on the amount of such instalment, at the aforesaid, from the date that such instalment shall become due until payment thereof.

6. The guarantee by the Treasurer, on behalf of the Government, under "The Local Bodies' Loans Guarantee Acts, 1923 to 1957," shall be limited to the amount as aforesaid and shall be subject in addition to the terms, reservations, and conditions hereinafter set forth, to the terms, reservations, and conditions that the liability of the said Government in respect of the payment of the principal and interest for the time being payable by virtue of the said debenture or debentures shall not be affected or discharged by the granting to the Council of any time or other indulgence or consideration by reason of any transaction that may take place by or for the said Council and The Australasian Temperance and General Mutual Life Assurance Society Limited, or any other person, for the time being of the said debenture or debentures, or by any other act or omission of the said Australasian Temperance and General Mutual Life Assurance Society Limited or any holder for the time being of the said debenture or debentures or any of them whereby the liability of the said Government as surety would but for this Order have been affected or discharged.

And the Honourable the Minister for Public Works and Local Government is to give the necessary directions accordingly.

33 R. B. McALLISTER, Clerk of the Council.

ORDER IN COUNCIL.

At the Executive Buildings, Brisbane, the first day of May, 1958.

Present:

His Excellency the Governor in Council.

WHEREAS, in pursuance of the provisions of "The Racing and Betting Act of 1954," the total number of races during the period commencing on the first day of January, 1958, and ending on the Thirty-first day of December, 1958, on which race meetings for trotting horses may be held in the Metropolitan Area were fixed and limited to the Clubs approved under the said Act for the Metropolitan Area by the Administrator of the Government, by Order in Council, dated the nineteenth day of December, 1957. And whereas it is deemed expedient by the said Order in Council: Now, therefore, His Excellency the Governor in Council, acting by and with the advice of the Executive Council and in pursuance of the powers and authorities vested in him by "The Racing and Betting Act, 1954," doth hereby amend the aforesaid Order in Council of the nineteenth day of December, 1957, by inserting the words "the fifth and" immediately before the words "the tenth and thirty-first days of May," in the paragraph of the said Order relating to the Ipswich Trotting Club.

And the Honourable the Treasurer and Minister for Finance is to give the necessary directions herein accordingly.

34 R. B. McALLISTER, Clerk of the Council.

ORDER IN COUNCIL.

At the Executive Buildings, Brisbane, the first day of May, 1958.

Present:

His Excellency the Governor in Council.

WHEREAS, by "The Harbours Acts, 1955 to 1958," amongst other things provided that the Governor in Council may from time to time, by Order in Council published in the Gazette, authorise any Harbour Board or Local Authority or any person whomsoever to reclaim from the sea the waters of any harbour (including any navigable water) any land lying below high-water mark in any case where the Governor in Council considers (I.) that it is expedient to do so for the purpose of reclaiming land; and (II.) that such reclamation will not interrupt or interfere with navigation, nor prejudice the right, title, estate, or interest of any other person, and the terms and conditions upon and subject to which such reclamation may be so authorised shall be such as may be determined by the Governor in Council and set out in the Order in Council, and the Order in Council may prescribe such other terms and conditions as the Governor in Council may fix by way of fee for the authority to reclaim or payment of moneys for the purpose of the person so authorised to observe any of those terms and conditions and so that different penalties may be imposed in different cases: And whereas it is deemed expedient to permit the Townsville Harbour Board to reclaim land lying below high-water mark within the limits of the First Part of the Schedule hereto, which reclamation will neither interrupt or prejudice the right, title, estate, or interest of any other person, and to fix terms and conditions as set forth in the Second Part of the said Schedule subject to which the said Townsville Harbour Board

be so authorised, and to impose a penalty on the Board for failure to observe any of the provisions of "The Harbours Acts, 1955 to 1958," as follows:—

1. That the Townsville Harbour Board be authorised to reclaim the land lying below high-water mark within the limits of the Harbour of Townsville as defined in the Schedule hereto.

2. That the terms and conditions upon and subject to which the said Townsville Harbour Board shall be so authorised shall be as fixed by the Second Part of the Schedule hereto.

3. That the penalties by way of fine for failure by the Board to observe the terms and conditions upon and subject to which the Board is so authorised shall be as prescribed by the Third Part of the Schedule hereto.

And the Honourable the Treasurer and Minister for Finance is to give the necessary directions accordingly.

R. B. McALLISTER,

THE SCHEDULE.

FIRST PART.

City of Townsville, parish of Cook.

Elphinstone.

All that piece or parcel of land,

Part of Townsville and situated in

described:—

Commencing at the intersection of Palmer street, of the bank of Rosa Creek and being an arc of distance 1,237 feet 1,800 feet, the chord of which is 1,213 feet 1 inch, by a line 100 feet and radius 70 feet, the chord south-western side of the said arc 2 minutes for 99 feet, by a line 100 feet 1 inch and radius 100 feet bearing 67 degrees 2 minutes for 112 degrees 2 minutes for 141 feet bearing 67 degrees 2 minutes for 76 degrees for about 298 feet of Rosa Creek aforesaid, thence by that point of commencement.

As shown on plan catalogued, To the Office of the Department of Harbours, Queensland.

SECOND PART.

(a) The permittee shall maintain

noxious plants while the reclamation is

(b) No access to the land is to

Crown.

(c) The permittee shall, within two

hereof or within such extended period

Governor in Council may allow, and to

Chief Engineer, Department of Harbours

the reclamation.

THIRD PART.

The authority to reclaim the land as

permittee fails to complete the reclamation

of the Chief Engineer, Department of

within twelve months of the date he

extended period thereafter as the Govern

allow, or fails to observe any of the other

herein.

ORDER IN COUNCIL.

At the Executive Buildings, Brisbane, the first day of May, 1958.

Present:

His Excellency the Governor.

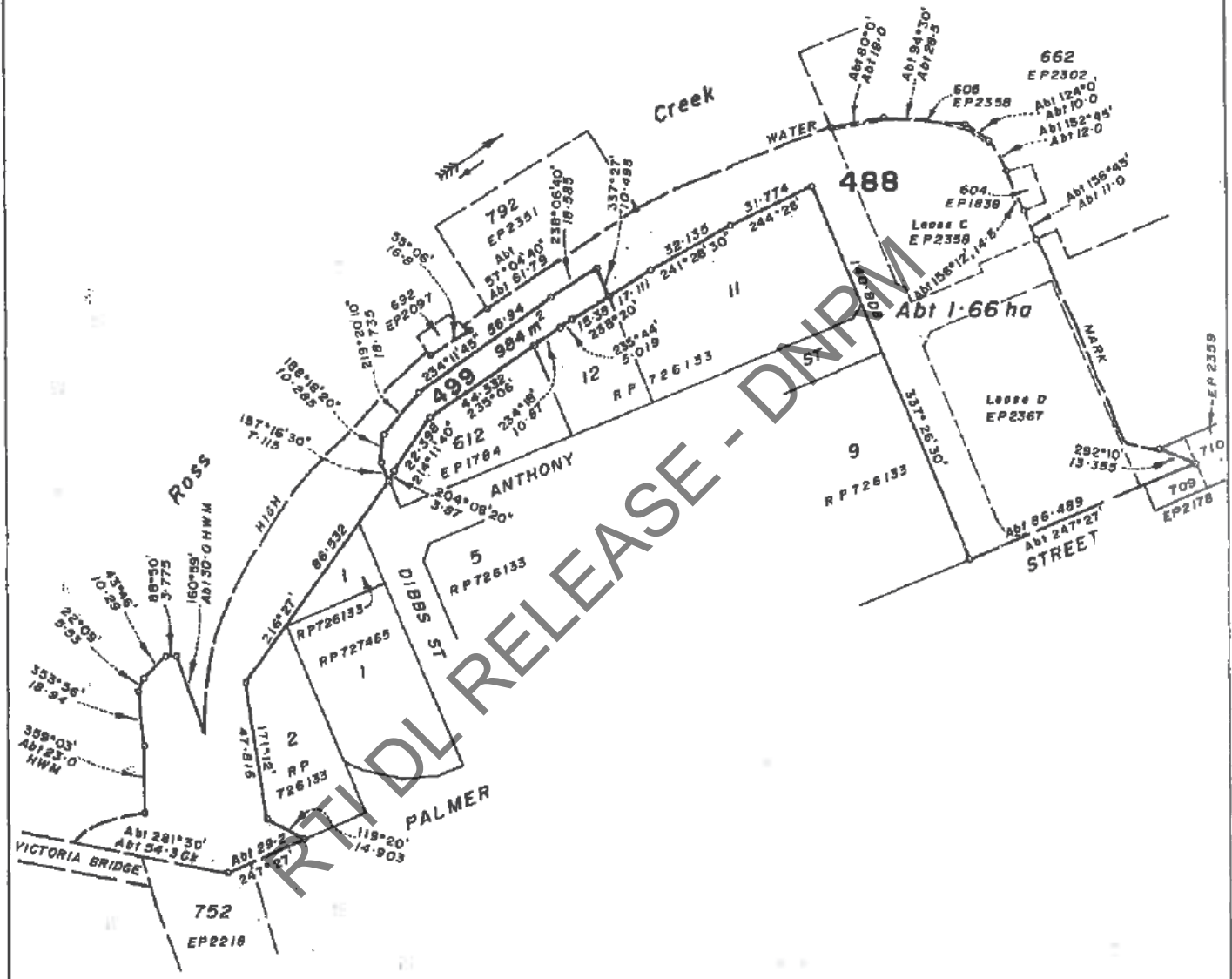
WHEREAS:

(a) By "The Harbours Acts, 1955 to 1958," amongst other things enacted that the Governor in Council, may from time to time, by Order in Council, authorise a Harbour Board to borrow money by the sale of debentures, for the purpose of performing its functions subject to the conditions and subject to the provisions of the said Acts, and the principal money shall be repaid during the currency of the debentures or other conditions as the Governor in Council

FOLDED OR MUTILATED PLANS WILL BE REJECTED - PLAN MAY BE ROLLED

FORM 28 A3

For Additional Plan & Document Notings Refer to CISP



SEE PLAN EP2145 FOR EASEMENT SURVEY IN LOT 488

PREVIOUS DESCRIPTION: LOT 488 OR EP 2213		ORIGINAL PLAN/SEC: 488	PROCLAIMED SURVEY AREA	LAND AGENTS DISTRICT: TOWNSVILLE	LOCAL AUTHORITY: TOWNSVILLE C.C.
COMPILED FROM: EP 2213, EP 2242, EP 2178, EP 2097, EP 1938, EP 2302, EP 2351, in the Dept. of Geographical Information I, Brozler and MOTT (Pty. Ltd.) hereby certify that this plan has been prepared in accordance with the provisions of Regulation 29 of the Surveyors Regulations 1978 and that the plan is accurate. Director Licensed Surveyors & Valuers Date: 27/9/79		PLAN OF LOTS 488 and 499 MERIDIAN OF EP 2213		TOWN/SUBURB/LOCALITY: CITY OF TOWNSVILLE PARISH COONAMBELAH County Erithstone	
L.A.C. REF: L. 1/1984 D.G.I. REF: 39/185/100 DATE: 20.9.80		SCALE 1:1500 MAP REFERENCE: 7/4, 3/2		PLAN EP2382	

CROWN COPYRIGHT SUBSISTS IN THIS PLAN

(Form 12/2)
89-1187

7598/156



DUPLICATE

VOL: 5 7598 FOL: 156



17598156

QUEENSLAND Special Lease

under the Land Act 1962-1988

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 1962-1988,

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 Geographic Information 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 1962-1988, 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 1962-1988 and the other Laws of Our said State.

Specified Reservations:—

1. (a) All minerals (as defined by the Mining Act 1968-1986) 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 1968-1986) in any part of the land.
2. (a) All petroleum (as defined by the Petroleum Act 1923-1986) 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, *Companion of the Order of Australia* 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 *nineteenth* day of *October*, in the *thirty-eighth* year of Our Reign and in the year of Our Lord One thousand nine hundred and *eighty-nine*.

SCHEDULE I—DESCRIPTION OF LAND AND PURPOSE

S.L. No: 44/50840 L.A.D. Townsville
Lot 499 on Plan EP2382

County Elphinstone Parish Coonambelah CITY Townsville
Area 984 square metres

Purpose for which granted Business (Plaza, Boardwalk and associated purposes)

SCHEDULE II—TERM OF LEASE

Term: 50 years commencing on 13th October, 1989

SCHEDULE III—LESSEE

TOWNSVILLE PORT AUTHORITY

Department of Lands References:—
Previous File Ref: Res. 85-261 Part 2

Lds Section. 203(a)

Rent reassessment
13/10/1994
13/10/1999
13/10/2004
13/10/2009
13/10/2014

Rent reassessment
13/10/2019
13/10/2024
13/10/2029
13/10/2034
1/19

7598-156

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 1968-1986) 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 1959-1987.

The Lessee shall allow any person authorised under the Forestry Act 1959-1987 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 Business (Plaza and Boardwalk and associated purposes) and for no other purpose whatsoever.

The Lessee shall not be permitted to transfer or sublease the subject land to any person, persons or corporation other than the owners of the adjoining freehold parcels, being Lot 612 on EP1784 and Lot 12 on RP726133, parish of Coonambelah.

The Lessee shall not utilise nor be permitted to utilise the provisions of Section 207 of the Land Act.

No further access to the leased land will be provided by the Crown or the Local Authority.

RTI DL RELEASE - CURRM



7598-156



RTI DL RELEASE - DNRM

7598-156

ENDORSEMENT: Transfers, Mortgages, Etc., Registered

SUBLEASE OF whole of the within-
described holding to JENNINGS CONSTRUCTION
LIMITED for the term of
Fifty (50) years less one day commencing
on the 13th day of October 19 89
Registered: - 7 NOV 1989
10074 sch4p4(6) Personal information, signature
Registrar of Dealings

Assignment of the interest of the sublessee
in Sublease No. 10074 to AUSTRALIAN
TELECOMMUNICATIONS CORPORATION
sch4p4(6) Personal information, signature
Registered:
19 MAR 1990 Registrar of Dealings

RTI DL RELEASE - DNRM

eLVAS Client Interaction Report For Interaction id: 1274109

Contact Details

Business unit: State Land Asset Management
 Business context: Written (Inwards) Case
 Interaction method: Email
 Interaction date: 9-Jun-2015 3:21 PM
 Entered by: Dibdin, Carla
 Reference:

Contact with: Department of Natural Resources, SVS Townsville

Documents

Document Type	Title	Received/Sent
Incoming email	Em fm SVS RE: Previous Report Appropriate for Sale	5-Jun-2015

Interaction Record History

Service Centre: Townsville
 Associated to Case: 2014/008186
 Revision No.: 0
 Updated by: Dibdin, Carla
 Date: 9-Jun-2015
 Details:

Assignment History

Date assigned: 9-Jun-2015
Assigned to: Thomas, Paula Suzanne
Date required:
Action required: Interaction for Case Id 2014/008186

The following document has been added to the case. Id:2863699 Type:
 Incoming email Title: Em fm SVS RE: Previous Report Appropriate for Sale
Date actioned: 5-Jun-2015
Action taken: noted.

SLAM LARIE - Intersection Report

LAYER INTERSECTION SUMMARY

LotPlans found

499EP2382

LotPlans not found

Group	Layer Name	Intersected?	Details
Built Environment	Roads (All)	Yes	
	QLD Railways	No	
Environmental Areas	World Heritage Areas	Yes	
	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	NORTH
	Forest Products MUIDs	No	
	Plantation Licence Area	No	
	Forest Products SUIDs	No	
Heritage Register	Heritage Places	No	
Koala	SPP Koala Habitat Value	No	
	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 petroleum leases	No	
	Qld Mining 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	Central Business District, Port

Regional Planning	DLGP Regional Planning Areas	Yes	No Regional Plan
Stock Routes	Stockroute	No	
ULDA	Declared Urban Land Development Areas (ULDA)	Yes	
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 monitoring network	No	
	Groundwater bores	No	
	Water Resource Planning Area	No	
	Dams and weirs	Yes	
Wetlands	Wetlands - Directory of Important Wetlands	No	

RTI DL RELEASE - DNRM

MAP

U,9]r9



U,9]r9

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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

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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: 19/05/2015 11:24

Title Reference: 17598156

Date Created: 22/10/1995

DESCRIPTION OF LAND

Tenure Reference: SL 44/50840

Lease Type: TERM

LOT 499 CROWN PLAN EP2382
County of ELPHINSTONE Parish of COONAMBELAH
Local Government: TOWNSVILLE

Area: 0.098400 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
BUSINESS (PLAZA, BOARDWALK AND ASSOCIATED PURPOSES)

TERM OF LEASE

Term and day of beginning of lease

Term: 50 years commencing on 13/10/1989

Expiring on 12/10/2039

REGISTERED LESSEE

Dealing No: 715392615 28/10/2013

MJ NIELSON PTY LTD A.C.N. 063 240 344

CONDITIONS

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.

C173 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) 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.

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Page 1/3

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

Search Date: 19/05/2015 11:24

Title Reference: 17598156
Date Created: 22/10/1995

CONDITIONS

- C179 No compensation for improvements or developmental works shall be payable by the State 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 State on any account whatsoever have been paid. However should the leased land revert to the State 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.
- C183 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.
- E10 The lessee shall pay the cost of any required survey of the leased land.
- H51 No further access to the leased land will be provided by the State or the Local Authority.
- K1 The lessee shall maintain the leased land free from noxious plants.
- M76 The Lessee shall use the leased land for Business (Plaza and Boardwalk and associated purposes) and for no other purpose whatsoever.
- M76 The Lessee shall not be permitted to transfer or sublease the subject land to any person, persons or corporation other than the owners of the adjoining freehold parcels, being Lot 612 on EP1784 and Lot 12 on RP726133, parish of Coonambelah.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 17598156
2. MORTGAGE No 715392621 28/10/2013 at 16:10
GE CAPITAL SECURITY AGENT PTY LTD A.C.N. 075 554 120
Lodged at 16:10 on 28/10/2013 Recorded at 11:56 on 31/10/2013
3. AMENDMENT OF LEASE CONDITIONS No 716128434 10/11/2014 at 05:00
THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.
Lodged at 05:00 on 10/11/2014 Recorded at 05:00 on 10/11/2014

ADMINISTRATIVE ADVICES - NIL

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Page 2/3

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

Search Date: 19/05/2015 11:24

Title Reference: 17598156

Date Created: 22/10/1995

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current State Tenure Search **

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

RTI DL RELEASE - DNRM

SLAM LARIE - Intersection Report

LAYER INTERSECTION SUMMARY

LotPlans found

499EP2382

LotPlans not found

Group	Layer Name	Intersected?	Details
Built Environment	Roads (All)	Yes	
	QLD Railways	No	
Environmental Areas	World Heritage Areas	Yes	
	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	NORTH
	Forest Products MUIDs	No	
	Plantation Licence Area	No	
	Forest Products SUIDs	No	
Heritage Register	Heritage Places	No	
Koala	SPP Koala Habitat Value	No	
	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 petroleum leases	No	
	Qld Mining 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	Central Business District, Port

Regional Planning	DLGP Regional Planning Areas	Yes	No Regional Plan
Stock Routes	Stockroute	No	
ULDA	Declared Urban Land Development Areas (ULDA)	Yes	
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 monitoring network	No	
	Groundwater bores	No	
	Water Resource Planning Area	No	
	Dams and weirs	Yes	
Wetlands	Wetlands - Directory of Important Wetlands	No	

RTI DL RELEASE - DNRM

MAP

U,9]r9



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



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

Search Date: 19/05/2015 11:22

Title Reference: 17598156
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DESCRIPTION OF LAND

Tenure Reference: SL 44/50840

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Local Government: TOWNSVILLE

Area: 0.098400 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
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TERM OF LEASE

Term and day of beginning of lease

Term: 50 years commencing on 13/10/1989

Expiring on 12/10/2039

REGISTERED LESSEE

Dealing No: 715392615 28/10/2013

MJ NIELSON PTY LTD A.C.N. 063 240 344

CONDITIONS

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

Search Date: 19/05/2015 11:22

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3. AMENDMENT OF LEASE CONDITIONS No 716128434 10/11/2014 at 05:00
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ADMINISTRATIVE ADVICES - NIL

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Page 2/3

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

Search Date: 19/05/2015 11:22

Title Reference: 17598156

Date Created: 22/10/1995

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current State Tenure Search **

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

RTI DL RELEASE - DNRM

Request Form 1

Request for Valuation

Type of dealing that valuation is requested for

- Lease renewal
- Lease conversion to perpetual
- New lease/permit/licence
- Lease/license amendment (that is, possible to change to rental)
- Lease conversion to freehold
- Permanent road closure
- Simultaneous road opening and closure
- Road opening (eg. Secondary access, Main Roads operational land)
- Sale of USL
- USL made available to EPA
- Reservation in title
- Other.....

eLVAS ref: 2014/008186

Location of property: South Townsville

MIS job #:

Real property description: Lot 499 on EP2382

Relevant date for valuation: (if not current, or date of receipt of fees in the case of conversion to FH)
3 November 2014

THIS REQUEST IS URGENT (explanation for urgency):

Summary of relevant information specifically pertaining to the case:

(Specific matters that should be noted or addressed. Aspects not readily apparent and any initial conclusions reached that could be relevant to the inspection and/or valuation.)

Valuation report endorsed on 22 April 2015, provided for a purchase price to allow Lot 499 on EP2382 to be included into adjoining freehold land, described as Lot 1 on RP748244.

Further investigations has determined as Special Lease 44/50840 issued under the Land Act, the lessee is entitled to be granted the option of either a Deed of Grant of a Freeholding Lease under the Land Act.

Specific requirements:

(Such as: subject area requiring valuation (if not whole parcel), desktop valuation, etc)

Desktop valuation for conversion of Special Lease 44/50840.

SLAM case manager: Paula Thomas

Date of request: 19 May 2015

SLAM LARIE - Intersection Report

LAYER INTERSECTION SUMMARY

LotPlans found

499EP2382

LotPlans not found

Group	Layer Name	Intersected?	Details
Built Environment	Roads (All)	Yes	
	QLD Railways	No	
Environmental Areas	World Heritage Areas	Yes	
	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	NORTH
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	Forest Products SUIDs	No	
Heritage Register	Heritage Places	No	
Koala	SPP Koala Habitat Value	No	
	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 petroleum leases	No	
	Qld Mining 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	Central Business District, Port

Regional Planning	DLGP Regional Planning Areas	Yes	No Regional Plan
Stock Routes	Stockroute	No	
ULDA	Declared Urban Land Development Areas (ULDA)	Yes	
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 monitoring network	No	
	Groundwater bores	No	
	Water Resource Planning Area	No	
	Dams and weirs	Yes	
Wetlands	Wetlands - Directory of Important Wetlands	No	

RTI DL RELEASE - DNRM

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SLAM LARIE INTERSECTION REPORT – INTERNAL MAP

Map Printed:

Author:

- QLD Railways
- Drainage 100k
- Cadastre Roads (Major)
- Dual Carriageway
- Principal Road Roads (Minor)
- Secondary Road
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INTERNAL CURRENT TITLE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 18/05/2015 13:56

Title Reference: 21412054
Date Created: 25/08/1989

Previous Title: 20893130
21170243

REGISTERED OWNER

Dealing No: 706779253 09/07/2003

MJ NIELSON PTY LTD A.C.N. 063 240 344

ESTATE AND LAND

Estate in Fee Simple

LOT 1 REGISTERED PLAN 748244
County of ELPHINSTONE Parish of COONAMBELAH
Local Government: TOWNSVILLE

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 20876235 (POR 475)
Deed of Grant No. 21170243 (POR 612)
2. LEASE No 601339260 (T434547L) 04/08/1989
OF PART OF THE GROUND OF THE BUILDING
TO THE NORTH QUEENSLAND ELECTRICITY BOARD
COMMENCING 07 JUL 1989
TERMINATING 06 JUL 2039
Lodged at 00:00 on 04/08/1989 Recorded at 00:00 on 10/08/1989
3. LEASE No 708644522 11/05/2005 at 09:41
COMMONWEALTH OF AUSTRALIA
OF PART OF THE GROUND FLOOR
Lodged at 09:41 on 11/05/2005 Recorded at 12:24 on 11/05/2005
4. PAR/SURRENDER No 713722335 18/02/2011 at 15:09
LEASE: 708644522
OVER PART OF THE GROUND FLOOR SO FAR AS RELATES TO LEASE L1
Lodged at 15:09 on 18/02/2011 Recorded at 12:09 on 21/02/2011
5. AMENDMENT OF LEASE No 713722339 18/02/2011 at 15:09
LEASE: 708644522
TERM: 01/03/2004 TO 29/02/2012 OPTION 2 YEARS
Lodged at 15:09 on 18/02/2011 Recorded at 12:09 on 21/02/2011
6. AMENDMENT OF LEASE No 714410546 13/04/2012 at 11:56
LEASE: 708644522
TERM: 01/03/2004 TO 28/02/2014 OPTION NIL
Lodged at 11:56 on 13/04/2012 Recorded at 10:58 on 16/04/2012

INTERNAL CURRENT TITLE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 18/05/2015 13:56

Title Reference: 21412054

Date Created: 25/08/1989

EASEMENTS, ENCUMBRANCES AND INTERESTS

7. LEASE No 711159451 07/11/2007 at 14:46
CB BARRIER REEF REALTY PTY LTD A.C.N. 127 534 089
OF PART OF THE GROUND FLOOR (LEASE L9)
TERM: 29/10/2007 TO 28/10/2010 OPTION 3 YEARS
Lodged at 14:46 on 07/11/2007 Recorded at 11:00 on 08/11/2007
8. LEASE No 711940568 23/09/2008 at 16:11
TELSTRA CORPORATION LIMITED A.B.N. 33 051 775 556
OF PART OF THE THIRD FLOOR (LEASE L10)
TERM: 01/05/2008 TO 17/08/2014 OPTION 3 YEARS
Lodged at 16:11 on 23/09/2008 Recorded at 11:39 on 24/09/2008
9. AMENDMENT OF LEASE No 715855527 25/06/2014 at 16:05
LEASE: 711940568
TERM: 01/05/2008 TO 17/08/2017 OPTION 3 YEARS
Lodged at 16:05 on 25/06/2014 Recorded at 11:19 on 18/09/2014
10. LEASE No 711940571 23/09/2008 at 16:15
TELSTRA CORPORATION LIMITED A.B.N. 33 051 775 556
OF PART OF THE FIFTH FLOOR (LEASE L12)
TERM: 01/05/2008 TO 17/08/2014 OPTION 3 YEARS
Lodged at 16:15 on 23/09/2008 Recorded at 11:39 on 24/09/2008
11. AMENDMENT OF LEASE No 715855521 25/06/2014 at 16:05
LEASE: 711940571
TERM: 01/05/2008 TO 17/08/2017 OPTION 3 YEARS
Lodged at 16:05 on 25/06/2014 Recorded at 11:19 on 18/09/2014
12. LEASE No 711940575 23/09/2008 at 16:18
TELSTRA CORPORATION LIMITED A.B.N. 33 051 775 556
OF PART OF THE SIXTH FLOOR (LEASE L13)
TERM: 01/05/2008 TO 17/08/2014 OPTION 3 YEARS
Lodged at 16:18 on 23/09/2008 Recorded at 11:39 on 24/09/2008
13. AMENDMENT OF LEASE No 715855514 25/06/2014 at 16:04
LEASE: 711940575
TERM: 01/05/2008 TO 17/08/2017 OPTION 3 YEARS
Lodged at 16:04 on 25/06/2014 Recorded at 15:16 on 04/09/2014
14. MORTGAGE No 715375989 18/10/2013 at 14:06
GE CAPITAL SECURITY AGENT PTY LTD A.C.N. 075 554 120
Lodged at 14:06 on 18/10/2013 Recorded at 14:45 on 23/10/2013
15. LEASE No 715855543 25/06/2014 at 16:06
BHP BILLITON MINERALS PTY LTD A.C.N. 008 694 782
OF PART OF THE SEVENTH FLOOR (LEASE L14)
TERM: 01/02/2014 TO 17/08/2017 OPTION 3 YEARS
Lodged at 16:06 on 25/06/2014 Recorded at 09:03 on 23/09/2014
16. TRANSFER No 716290508 02/02/2015 at 12:51
LEASE: 715855543
BHP BILLITON CANNINGTON PTY LTD A.C.N. 125 530 967
Lodged at 12:51 on 02/02/2015 Recorded at 10:14 on 03/02/2015

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INTERNAL CURRENT TITLE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 18/05/2015 13:56

Title Reference: 21412054
Date Created: 25/08/1989

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

Corrections have occurred - Refer to Historical Search

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

RTI DL RELEASE - DNRM

eLVAS Client Interaction Report For Interaction id: 1258108

Contact Details

Business unit: State Land Asset Management
 Business context: Written (Inwards) Case
 Interaction method: Email
 Interaction date: 23-Apr-2015 11:27 AM
 Entered by: Cairns, Carla
 Reference:

Contact with: Department of Natural Resources, SVS - Far North

Documents

Document Type	Title	Received/Sent
Incoming email	SVS Report	23-Apr-2015

Interaction Record History

Service Centre: Townsville
 Associated to Case: 2014/008186
 Revision No.: 0
 Updated by: Cairns, Carla
 Date: 23-Apr-2015
 Details:

Assignment History

Date assigned: 23-Apr-2015
Assigned to: Thomas, Paula Suzanne
Date required:
Action required: Interaction for Case Id 2014/008186

The following document has been added to the case. Id:2824953 Type:
 Incoming email Title: SVS Report
Date actioned: 28-Apr-2015
Action taken: noted.

eLVAS Client Interaction Report

For Interaction id: 1238668

Contact Details

Business unit: State Land Asset Management
 Business context: Written (Inwards) Case
 Interaction method: Email
 Interaction date: 27-Feb-2015 11:38 AM
 Entered by: Thomas, Paula Suzanne
 Reference:

Contact with: Broadley Rees Hogan, Brisbane

Documents

Document Type	Title	Received/Sent
Incoming email	providing contact details for new Solicitor	27-Feb-2015

Interaction Record History

Service Centre: Townsville
 Associated to Case: 2014/008186
 Revision No.: 0
 Updated by: Thomas, Paula Suzanne
 Date: 27-Feb-2015
 Details: providing department with contact details for new Solicitor.

Assignment History

eLVAS Client Interaction Report

For Interaction id: 1221853

Contact Details

Business unit: State Land Asset Management
 Business context: Verbal (Inwards) Case
 Interaction method: Telephone
 Interaction date: 15-Jan-2015 2:30 PM
 Entered by: Thomas, Paula Suzanne
 Reference:

Contact with: Broadley Rees Hogan, Brisbane

Documents

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

Interaction Record History

Service Centre: Townsville

Associated to Case: 2014/008186

Revision No.: 0

Updated by: Thomas, Paula Suzanne

Date: 15-Jan-2015

Details: Krista McMahon from Broadley Rees Hogan Solicitors, telephoned the department today, seeking an update on her client's conversion application.

I advised Krista that her client's application is currently awaiting an inspection and valuation report from the department's State Valuation Service.

Krista asked as to the timeframe as to when the inspection report will be completed and I advised the forecast completion date is 6 February and Krista advised there was not much more that can be done in relation to her client's conversion application at the moment.

I said to Krista that once the valuation and inspection report has been received from the department will continue with our investigations into the conversion application, as I will need to review Native Title as part of the conversion application as advised by department's Native Title unit.

Assignment History

RTI DL RELEASE - DNRM

eLVAS Client Interaction Report

For Interaction id: 1221848

Contact Details

Business unit: State Land Asset Management
 Business context: Written (Inwards) Case
 Interaction method: Email
 Interaction date: 13-Jan-2015 8:38 AM
 Entered by: Thomas, Paula Suzanne
 Reference:

Contact with: Broadley Rees Hogan, Brisbane

Documents

Document Type	Title	Received/Sent
Incoming email	Solicitor seeking update on conversion application	13-Jan-2015

Interaction Record History

Service Centre: Townsville

Associated to Case: 2014/008186

Revision No.: 0

Updated by: Thomas, Paula Suzanne

Date: 15-Jan-2015

Details: Solicitor seeking update on progress of client's conversion application.

Assignment History

eLVAS Client Interaction Report

For Interaction id: 1212125

Contact Details

Business unit: State Land Asset Management
Business context: Written (Outwards) Case
Interaction method: Email
Interaction date: 9-Dec-2014 1:05 PM
Entered by: Thomas, Paula Suzanne
Reference:

Contact with: Broadley Rees Hogan, Brisbane

Documents

Document Type	Title	Received/Sent
Outgoing email	providing update on conversion application	9-Dec-2014

Interaction Record History

Service Centre: Townsville
Associated to Case: 2014/008186
Revision No.: 0
Updated by: Thomas, Paula Suzanne
Date: 9-Dec-2014
Details: providing update on client's conversion application.

Assignment History

RTI DL RELEASE - DNRM

eLVAS Client Interaction Report

For Interaction id: 1212055

Contact Details

Business unit: State Land Asset Management
 Business context: Written (Inwards) Case
 Interaction method: Email
 Interaction date: 8-Dec-2014 8:39 AM
 Entered by: Thomas, Paula Suzanne
 Reference:

Contact with: Broadley Rees Hogan, Brisbane

Documents

Document Type	Title	Received/Sent
Incoming email	lessee's lawyers seeking update on application	8-Dec-2014

Interaction Record History

Service Centre: Townsville

Associated to Case: 2014/008186

Revision No.: 0
 Updated by: Thomas, Paula Suzanne
 Date: 9-Dec-2014
 Details: lessee's lawyers seeking update on progress of conversion application.

Assignment History

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

Search Date: 03/12/2014 14:33

Title Reference: 17598156
Date Created: 22/10/1995

DESCRIPTION OF LAND

Tenure Reference: SL 44/50840

Lease Type: TERM

LOT 499 CROWN PLAN EP2382
County of ELPHINSTONE Parish of COONAMBELAH
Local Government: TOWNSVILLE

Area: 0.098400 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
BUSINESS (PLAZA, BOARDWALK AND ASSOCIATED PURPOSES)

TERM OF LEASE

Term and day of beginning of lease

Term: 50 years commencing on 13/10/1989

Expiring on 12/10/2039

REGISTERED LESSEE

Dealing No: 715392615 28/10/2013

MJ NIELSON PTY LTD A.C.N. 063 240 344

CONDITIONS

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.

C173 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) 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.

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

Search Date: 03/12/2014 14:33

Title Reference: 17598156
Date Created: 22/10/1995

CONDITIONS

- C179 No compensation for improvements or developmental works shall be payable by the State 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 State on any account whatsoever have been paid. However should the leased land revert to the State 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.
- C183 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.
- E10 The lessee shall pay the cost of any required survey of the leased land.
- H51 No further access to the leased land will be provided by the State or the Local Authority.
- K1 The lessee shall maintain the leased land free from noxious plants.
- M76 The Lessee shall use the leased land for Business (Plaza and Boardwalk and associated purposes) and for no other purpose whatsoever.
- M76 The Lessee shall not be permitted to transfer or sublease the subject land to any person, persons or corporation other than the owners of the adjoining freehold parcels, being Lot 612 on EP1784 and Lot 12 on RP726133, parish of Coonambelah.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 17598156
2. MORTGAGE No 715392621 28/10/2013 at 16:10
GE CAPITAL SECURITY AGENT PTY LTD A.C.N. 075 554 120
Lodged at 16:10 on 28/10/2013 Recorded at 11:56 on 31/10/2013
3. AMENDMENT OF LEASE CONDITIONS No 716128434 10/11/2014 at 05:00
THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.
Lodged at 05:00 on 10/11/2014 Recorded at 05:00 on 10/11/2014

ADMINISTRATIVE ADVICES - NIL

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

Search Date: 03/12/2014 14:33

Title Reference: 17598156

Date Created: 22/10/1995

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current State Tenure Search **

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

RTI DL RELEASE - DNRM

eLVAS Client Interaction Report

For Interaction id: 1209919

Contact Details

Business unit: State Land Asset Management
Business context: Written (Inwards) Case
Interaction method: Email
Interaction date: 3-Dec-2014 12:48 PM
Entered by: Thomas, Paula Suzanne
Reference:

Contact with: Department of Agriculture, Fishe, Forest Products North FMA

Documents

Document Type	Title	Received/Sent
Incoming email	Views (DAFF) - No objection to conversion	3-Dec-2014

Interaction Record History

Service Centre: Townsville
Associated to Case: 2014/008186
Revision No.: 0
Updated by: Thomas, Paula Suzanne
Date: 3-Dec-2014
Details: views received from DAFF - No objection to conversion application.

Assignment History

RTI/DL RELEASE - DNR/M

eLVAS Client Interaction Report

For Interaction id: 1209816

Contact Details

Business unit: State Land Asset Management
 Business context: External Job Request
 Interaction method: Email
 Interaction date: 3-Dec-2014 12:02 PM
 Entered by: Thomas, Paula Suzanne
 Reference:

Contact with: Department of Agriculture, Fishe, Forest Products North FMA
 Job Request Type: DAFF - Forest Products
 Subject: seeking views on conversion of lease

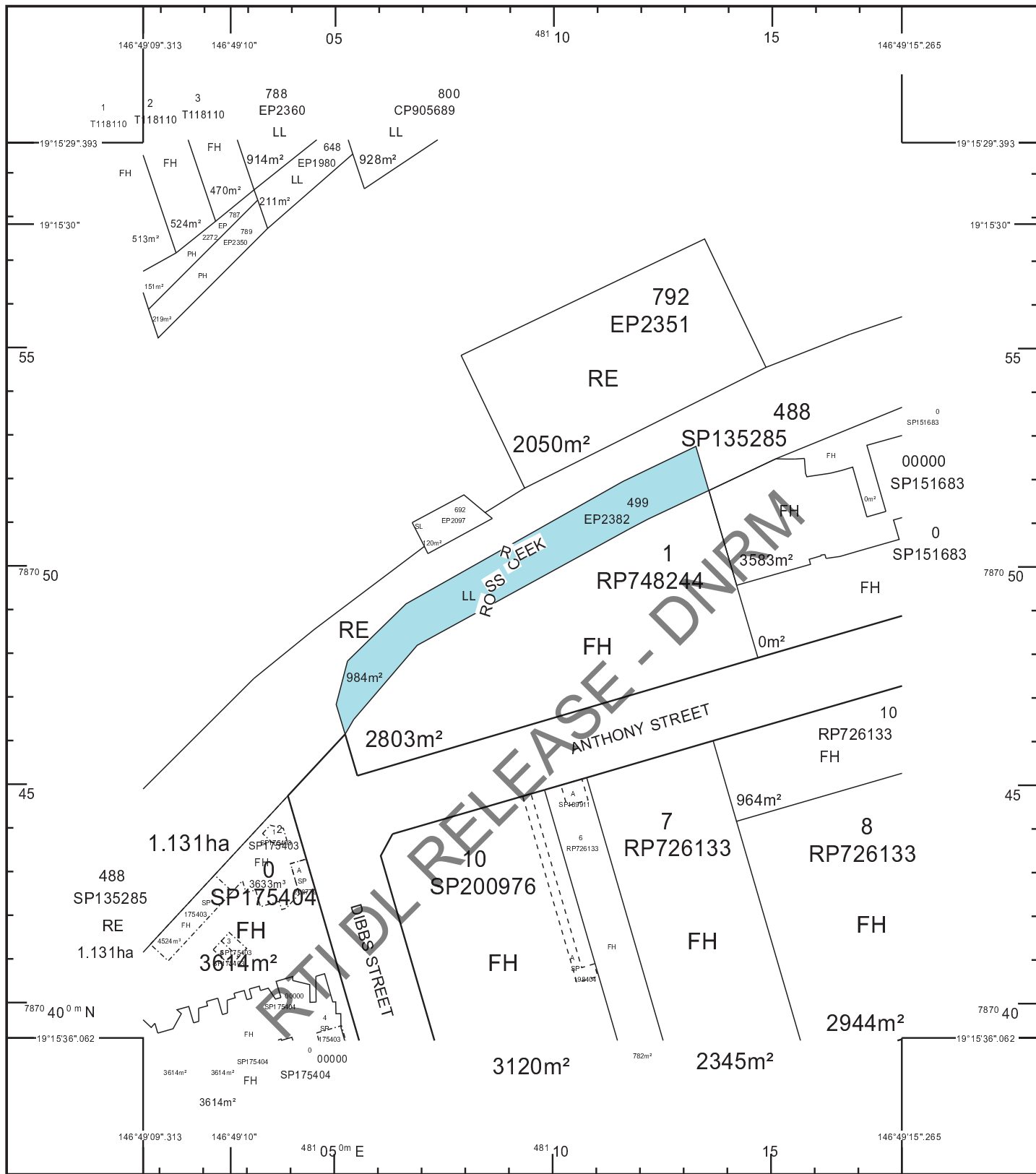
Documents

Document Type	Title	Received/Sent
Outgoing email	seeking views from DAFF on conversion of lease	3-Dec-2014

Interaction Record History

Service Centre: Townsville
 Associated to Case: 2014/008186
 Revision No.: 0
 Updated by: Thomas, Paula Suzanne
 Date: 3-Dec-2014
 Details: seeking views from DAFF (Forestry) in relation to conversion application of SL 44/50840.

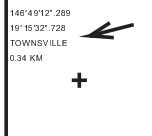
Assignment History



STANDARD MAP NUMBER
8259-24144



MAP WINDOW POSITION & NEAREST LOCATION



SUBJECT PARCEL DESCRIPTION

DCDB	
Lot/Plan	499/EP2382
Area/Volume	984m ²
Tenure	LANDS LEASE
Local Government	TOWNSVILLE CITY
Locality	SOUTH TOWNSVILLE
Parish	COONAMBELAH
County	ELPHINSTONE
Segment/Parcel	51584/17

CLIENT SERVICE STANDARDS

PRINTED (dd/mm/yyyy) 03/12/2014
For additional information regarding this SmartMap see page 2.
Shading Rules have been applied.

DCDB 02/12/2014

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For further information on SmartMap products visit <http://nrw.qld.gov.au/property/mapping/blinmap>

SmartMap

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



(c) The State of Queensland, (Department of Natural Resources and Mines) 2014.



Additional Information Page

Shading Rules

Plan Number = EP2382 and Lot Number = 499

RTI DL RELEASE - DNRM

Request Form 2

Request for valuation and inspection report

Type of dealing that valuation is requested for

- Lease renewal
- Lease conversion to perpetual
- New lease/permit/licence
- Lease/licence amendment (that is, possible to change to rental)
- Lease conversion to freehold
- Permanent road closure
- Simultaneous road opening and closure
- Road opening (eg Secondary access, Main Roads operational land)
- Sale of USL
- USL made available to EPA
- Reservation in title
- Other

Type of inspection report required

- Land inspection
(for use in assessing appropriate use and tenure, relevant lease conditions, establishing baseline condition, relevant property disposal issues)
- Compliance with lease conditions
(for use in determining compliance with lease conditions)
- Presence of squatters/encroachments on State land
(for confirming presence of squatter/encroachment on State land)
- Site plan
(for use in identifying the exact location of an issue)
- Other

eLVAS ref: 2014/008186
 MIS job #:
 Location of property: South Townsville
 Real property description: Lot 499 on EP2382
 Relevant date for valuation (if not current, or date of receipt of fees in the case of conversion to FH)
 3 November 2014
 THIS REQUEST IS URGENT (explanation for urgency):

Summary of relevant information specifically pertaining to the case:

(Specific matters that should be noted or addressed. Aspects not readily apparent and any initial conclusions reached that could be relevant to the inspection and/or valuation.)

Specific requirements :

(Relevant to preparation of valuation or clarification about request for inspection report. In relation to lease renewal/conversion, particular attention should be given to the mandatory criteria in s159 and s167)

Please provide valuation and inspection report with your comments in relation to conversion of lease including Section 167.

SLAM case manager: Paula Thomas

Date of request: 3 December 2014

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.

RTI DL RELEASE - DMRM



QNTIME

Remember to –

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

Native Title Assessment Form

Information about this Form –

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



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

Assessment Section

Module AA. Proposed Dealing

Conversion to freehold Special Lease 44/50840

Proposed Dealing Area

Lot(s)/Plan(s): Lot 499 on EP2382

Parish: Elphinstone

County:

Coonambelah

Current Status: Special Lease 44/50840

Locality Description: South Townsville

Attached Plan/Map: plan EP2382; image copy of SL 44/50840

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**

R-1-D-1 RELEASE DNRM

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

Tenure history searches has revealed previous grant of exclusive possession which covers the proposed dealing area of Lot 499 on EP2382.

Special Lease 44/50840 was granted on 19 October 1989 to Townsville Port Authority under Section 203(a) of the Land Act 1962-1986 for Business (Plaza, Boardwalk and associated purposes) over Lot 499 on EP2382.

SL 44/50840 is also a valid lease in terms of lease – Leases under various Land Acts, being a Special Lease under the Land Act 1962.

The lease is valid in relation to native title as it was granted before 1 January 1994.

Module BB – Can the extinguishing effect of the PEPA be relied upon? – Can be satisfied, as there is no native title claim over the proposed area, the proposed dealing area has had a current valid tenure over the area before 23 December 1996.

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	North Queensland Land Council Native Title Representative Body Aboriginal Corporation	

- 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: Paula Thomas
Title: Land Administration Officer
Department/Agency: Department of Natural Resources and Mines
Signature: sch4p4(6) Personal information, signature
Date: 3/12/2014

Don't forget to:

- 1) Enter your research into QNTIME.
RB / 36243
RI / 28112
- 2) Request a conclusion be published where you found a PEPA.

[Form 12/2]
89-1187

7598/156



DUPLICATE

VOL: S 7598 FOL: 156



17598156

QUEENSLAND Special Lease

under the Land Act 1962-1988

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 1962-1988, 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 Geographic Information 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 1962-1988, 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 1962-1988 and the other Laws of Our said State.

Specified Reservations:—

1. (a) All minerals (as defined by the Mining Act 1968-1986) 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 1968-1986) in any part of the land.
2. (a) All petroleum (as defined by the Petroleum Act 1923-1986) 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, *Companion of the Order of Australia* 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 *nineteenth* day of *October*, in the *thirty-eighth* year of Our Reign and in the year of Our Lord One thousand nine hundred and *eighty-nine*.

SCHEDULE I—DESCRIPTION OF LAND AND PURPOSE

sch4p4(6) Personal information, signature

S.L. No: 44/50840 L.A.D. Townsville
 Lot 499 on Plan EP2382
 County Elphinstone Parish Coonambelah CITY Townsville
 Area 984 square metres
 Purpose for which granted Business (Plaza, Boardwalk and associated purposes)

SCHEDULE II—TERM OF LEASE

Term: 50 years commencing on 13th October, 1989

SCHEDULE III—LESSEE

TOWNSVILLE PORT AUTHORITY

Rent reassessment
13/10/1994
13/10/1999
13/10/2004
13/10/2009
13/10/2014

13/10/2019
13/10/2024
13/10/2029
13/10/2034
1/19

Department of Lands References:—
Previous File Ref: Res.85-261 Part 2

Lds Section. 203(a)

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 compensation 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 1968-1966) 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 1959-1967.

The Lessee shall allow any person authorised under the Forestry Act 1959-1967 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 Business (Plaza and Boardwalk and associated purposes) and for no other purpose whatsoever.

The Lessee shall not be permitted to transfer or sublease the subject land to any person, persons or corporation other than the owners of the adjoining freehold parcels, being Lot 612 on EP1784 and Lot 12 on RP726138, parish of Coonambelah.

The Lessee shall not utilise nor be permitted to utilise the provisions of Section 207 of the Land Act.

No further access to the leased land will be provided by the Crown or the Local Authority.

RTI DL RELEASE DIRM



7598-156



RTI DL RELEASE - DNRM

7598-156

ENDORSEMENT: Transfers, Mortgages, Etc., Registered

SUBLEASE OF whole of the within-
described holding to JENNINGS CONSTRUCTION
LIMITED for the term of
Fifty (50) years less one day ~~years~~ commencing
on the 13th day of October 19 89
Registered: - 7 NOV 1989
10074 sch4p4(6) Personal information, signature
Registrar of Dealings

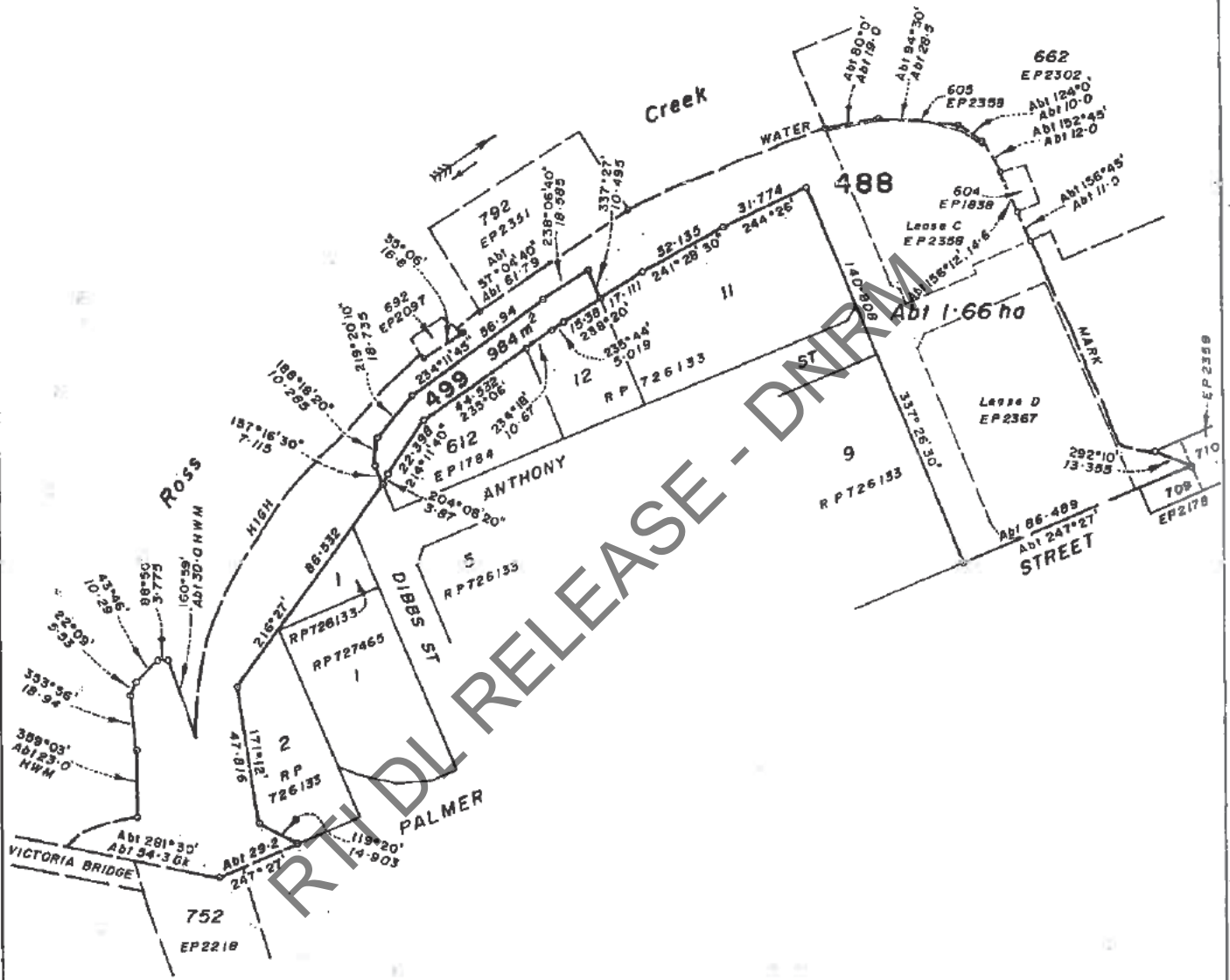
TRANSFER of the interest of the sublessee
in Sublease No. 10074 to AUSTRALIAN
TELECOMMUNICATIONS CORPORATION

Registered: 19 MAR 1990
10074 sch4p4(6) Personal information, signature
Registrar of Dealings

RTI DL RELEASE - DNRM

FOLDED OR MUTILATED PLANS WILL BE REJECTED — PLAN MAY BE ROLLED

For Additional Plan & Document Notings Refer to CISP



SEE PLAN EP2145 FOR EASEMENT SURVEY IN LOT 488

PREVIOUS DESCRIPTION LOT 488 OR EP 2213	ORIGINAL POR/SEC 488	PROCLAIMED SURVEY AREA	LAND AGENTS DISTRICT TOWNSVILLE	LOCAL AUTHORITY TOWNSVILLE C.C.
COMPILED FROM EP 2213, EP 2342, EP 2178, EP 2097, EP 1838, EP 2302, EP 2351 in the Dept. of Geographic Information		PLAN OF LOTS 488 and 499		
I, Broderick and Mott (Pty. Ltd.) hereby certify that this plan has been made in accordance with Regulation 29 of the Surveyors Regulation 1978 and that the plan is accurate.		TOWN/SUBURB/LOCALITY CITY OF TOWNSVILLE PARISH COONAMBELAH County Elphinstone		
Licensed Surveyor B. Director Date: 2/9/99		SCALE 1:1500		
OF EP 2213		L.A.C. REF. L. 1/130 sch 4(6) Personal information signature Res 85-261 Pt 2 20.9.89		
		PLAN EP 2382		

CROWN COPYRIGHT SUBSISTS IN THIS PLAN

DEPARTMENT OF NATURAL RESOURCES AND MINES**TENURE HISTORY REPORT****PRESENT LAND STATUS:**

Description: Lot 499 on EP2382
Tenure: Leasehold
Title Reference: 17598156
Area: 984m2 (surveyed)

Proposed Action:

Application for conversion of Special Lease 44/50840 over Lot 499 on EP2382. Special Lease 44/50840 issued for Business (Plaza, Boardwalk and associated) purposes with a term of 50 years commencing on 13 October 1989.

See ATS search:
Image copy of SL 44/50840
See Smart Map
See Plan EP2382

Annexure 1
Annexure 2
Annexure 3
Annexure 4

SPECIFIC PARCEL SEARCH QNTIME

Plan	Registered	Land Use Description
EP2382	27/9/1989	Lot 488 & 499
EP2373	12/9/1989	Lot 605 & Lot C in Lot 488 on EP1838
EP2367	8/8/1989	Lot D in Lot 488 on EP1838
EP2358	20/6/1989	Lot 605 & Lot C in Lot 488 on EP1838
EP2342	5/5/1989	Lot X in Lot 488 on EP2213
EP2302	18/10/1988	Lot 662
EP23313	13/8/1987	Lot 488
EP2060	23/10/1985	Lot 662; (Map Ref. TN of Townsville SH2)
EP1838	19/8/1982	Por.488 & 604
EP1784	6/3/1981	Por.64, 488, 610 & 612
EP1329	15/1/1973	Por.488

DISCLAIMER

The Department of Natural Resources and Mines disclaims liability for any errors or omissions in this document.

PREVIOUS HISTORY

Period/Date	Tenure (include Title Ref, Lot/Plan, purpose, gazette notices, plans, sketches, comments etc)
19/10/1989	Image copy of Special Lease 44/50840- Title Reference: 17598156. Special Lease granted to Townsville Port Authority for Business (Plaza, Boardwalk and associated) purposes over Lot 499 on EP2382.

Tenure history search has revealed the lease was granted to the Crown, being the Townsville Port Authority.

Tenure history search has revealed no claim or determination of Native Title over lot 499 on EP2382.

Written advice is required from department's Assessment and Advice unit, to confirm that Module BA of the Native Title Work Procedures can be used to assess Native Title as lease was granted to the Crown.

Paula Thomas
Land Administration Officer
State Land Asset Management
North Region
3 December, 2014

RTI DL RELEASE - DIRM

DISCLAIMER

The Department of Natural Resources and Mines disclaims liability for any errors or omissions in this document.

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

Search Date: 03/12/2014 10:59

Title Reference: 17598156

Date Created: 22/10/1995

DESCRIPTION OF LAND

Tenure Reference: SL 44/50840

Lease Type: TERM

LOT 499 CROWN PLAN EP2382
 County of ELPHINSTONE Parish of COONAMBELAH
 Local Government: TOWNSVILLE

Area: 0.098400 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
 BUSINESS (PLAZA, BOARDWALK AND ASSOCIATED PURPOSES)

TERM OF LEASE

Term and day of beginning of lease

Term: 50 years commencing on 13/10/1989

Expiring on 12/10/2039

REGISTERED LESSEE

Dealing No: 715392615 28/10/2013

MJ NIELSON PTY LTD A.C.N. 063 240 344

CONDITIONS

- 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.
- C173 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) 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.

INTERNAL CURRENT STATE TENURE SEARCH

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Search Date: 03/12/2014 10:59

Title Reference: 17598156

Date Created: 22/10/1995

CONDITIONS

- C179 No compensation for improvements or developmental works shall be payable by the State 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 State on any account whatsoever have been paid. However should the leased land revert to the State 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.
- C183 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.
- E10 The lessee shall pay the cost of any required survey of the leased land.
- H51 No further access to the leased land will be provided by the State or the Local Authority.
- K1 The lessee shall maintain the leased land free from noxious plants.
- M76 The Lessee shall use the leased land for Business (Plaza and Boardwalk and associated purposes) and for no other purpose whatsoever.
- M76 The Lessee shall not be permitted to transfer or sublease the subject land to any person, persons or corporation other than the owners of the adjoining freehold parcels, being Lot 612 on EP1784 and Lot 12 on RP726133, parish of Coonambelah.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Lease No. 17598156
2. MORTGAGE No 715392621 28/10/2013 at 16:10
GE CAPITAL SECURITY AGENT PTY LTD A.C.N. 075 554 120
Lodged at 16:10 on 28/10/2013 Recorded at 11:56 on 31/10/2013
3. AMENDMENT OF LEASE CONDITIONS No 716128434 10/11/2014 at 05:00
THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.
Lodged at 05:00 on 10/11/2014 Recorded at 05:00 on 10/11/2014

ADMINISTRATIVE ADVICES - NIL

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Page 2/3

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

Search Date: 03/12/2014 10:59

Title Reference: 17598156

Date Created: 22/10/1995

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current State Tenure Search **

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

RTI DL RELEASE - DNRM

[Form 12/2]
89. 1187

7598/156



DUPLICATE

VOL: S 7598 FOL: 156



17598156

QUEENSLAND Special Lease

under the Land Act 1962-1988

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 1962-1988,

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 Geographic Information 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 1962-1988, 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 1962-1988 and the other Laws of Our said State.

Specified Reservations:—

1. (a) All minerals (as defined by the Mining Act 1968-1986) 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 1968-1986) in any part of the land.
2. (a) All petroleum (as defined by the Petroleum Act 1923-1986) 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, *Companion of the Order of Australia* 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 *nineteenth* day of *October*, in the *thirty-eighth* year of Our Reign and in the year of Our Lord One thousand nine hundred and *eighty-nine*.

SCHEDULE I—DESCRIPTION OF LAND AND PURPOSE

sch4p4(6) Personal information, signature

S.L. No: 44/50840
Lot 499 on Plan EP2382

L.A.D. Townsville

County Elphinstone Parish Coonambelah CITY Townsville

Area 984 square metres

Purpose for which granted Business (Plaza, Boardwalk and associated purposes)

SCHEDULE II—TERM OF LEASE

Term: 50 years commencing on 13th October, 1989

SCHEDULE III—LESSEE

TOWNSVILLE PORT AUTHORITY

Rent reassessment
13/10/1994
13/10/1999
13/10/2004
13/10/2009
13/10/2014

RENT REASSESSMENT
13/10/2019
13/10/2024
13/10/2029
13/10/2034
1/19

Department of Lands References:—
Previous File Ref: Res.85-261 Part 2

Lds Section. 203(a)

7598-156

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 1968-1986) 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 1959-1987.

The Lessee shall allow any person authorised under the Forestry Act 1959-1987 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 Business (Plaza and Boardwalk and associated purposes) and for no other purpose whatsoever.

The Lessee shall not be permitted to transfer or sublease the subject land to any person, persons or corporation other than the owners of the adjoining freehold parcels, being Lot 612 on EP1784 and Lot 12 on RP726138, parish of Coonambelah.

The Lessee shall not utilise nor be permitted to utilise the provisions of Section 207 of the Land Act.

No further access to the leased land will be provided by the Crown or the Local Authority.

RTI DL RELEASE DIRM



Release

7598-156



RTI DL RELEASE - DNRM

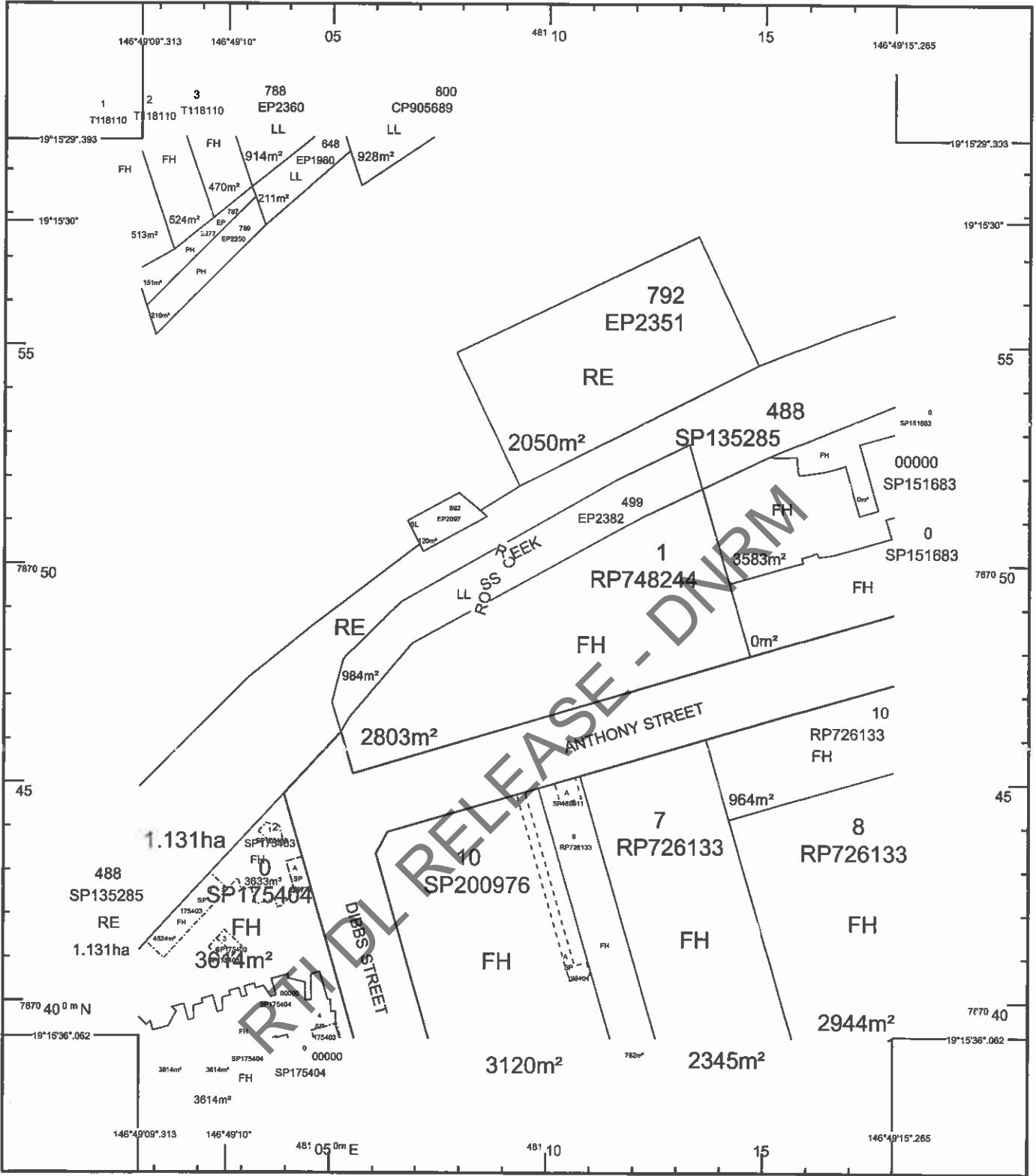
7598-156

ENDORSEMENT: Transfers, Mortgages, Etc., Registered

SUBLEASE OF whole of the within-
described holding to JENNINGS CONSTRUCTION
LIMITED for the term of
Fifty (50) years less one day commencing
the 13th day of October 19 89
Registered: - 7 NOV 1989
10074 sch4p4(6) Personal information, signature
Registrar of Dealings

TRANSFER of the interest of the sublessee
in Sublease No. 10074 to AUSTRALIAN
TELECOMMUNICATIONS CORPORATION
sch4p4(6) Personal information, signature
Registered:
19 MAR 1990 Registrar of Dealings

RTI DL RELEASE - DNRM



STANDARD MAP NUMBER
8259-24144



MAP WINDOW POSITION & NEAREST LOCATION



SUBJECT PARCEL DESCRIPTION

DCDB	
Lot/Plan	499/EP2362
Area/Volume	984m ²
Tenure	LANDS LEASE
Local Government	TOWNSVILLE CITY
Locality	SOUTH TOWNSVILLE
Parish	COONAMBÉLAH
County	ELPHINSTONE
Segment/Parcel	515L4/17

CLIENT SERVICE STANDARDS

PRINTED (dd/mm/yyyy) 02/12/2014

DCDB 02/12/2014

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SmartMap

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



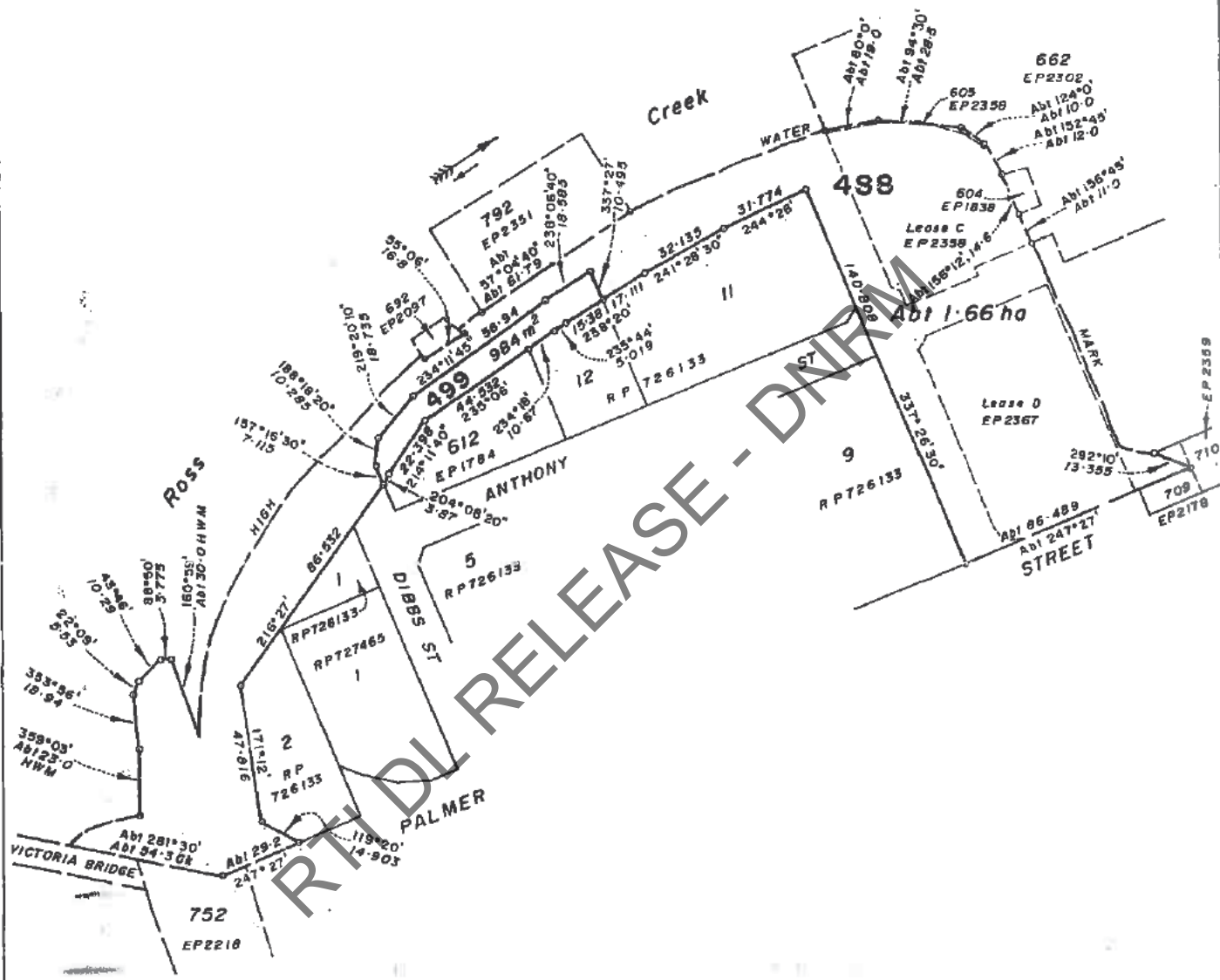
(c) The State of Queensland, (Department of Natural Resources and Mines) 2014.



FOLDED OR MUTILATED PLANS WILL BE REJECTED — PLAN MAY BE ROLLED

ACS FORM 29 A3

For Additional Plan & Document Notings Refer to CISP



SEE PLAN EP2145 FOR EASEMENT SURVEY IN LOT 488

PREVIOUS DESCRIPTION	LOT 488, ON EP2213	ORIGINAL PLAN/SEC.	488	PROCLAIMED SURVEY AREA		LAND AGENTS DISTRICT	TOWNSVILLE	LOCAL AUTHORITY	TOWNSVILLE, Q.C.		
COMPILED FROM EP2213, EP2342, EP2178, EP2097, EP1838, EP2302, EP2351, in the Dept. of Geographical Information		PLAN OF LOTS 488 and 499			TOWN/SUBURB/LOCALITY CITY OF TOWNSVILLE PARISH COONAMBELAH County Elphinstone						
I, Brezler and MOTT, Pty. Ltd. hereby certify that this plan has been made in accordance with Regulation 29 of the Surveyors Regulation 1978 and that the plan is accurate. Director Licensed Surveyors & Drafters Date: 7/9/89		MERIDIAN OF EP 2213			SCALE 1:1500						
L. 1/8/88 Reg 85-261 P12		L.C. REF.			D.G.I. REF.			REGISTERED		MAP REFERENCE	
L. 1/8/88 Reg 85-261 P12		L. 1/8/88 Reg 85-261 P12			L. 1/8/88 Reg 85-261 P12			L. 1/8/88 Reg 85-261 P12		L. 1/8/88 Reg 85-261 P12	
		PERSONAL INFORMATION SIGNATURE			PLAN EP2382						

CROWN COPYRIGHT SUBSISTS IN THIS PLAN



QNTIME Version 1.11



[QNTIME](#) > [Specific Parcel Search](#) > [Specific Parcel Report](#)

Specific Parcel Report

Lot: 499 on Plan: EP2382
Parcel: on Segment:

DCDB:

Tenure: LL
Description: LANDS LEASE

CISP:

Previous Plan Details:

Plan Registered Description

EP2382 27/09/1989 LOT 488 & 499
EP2373 12/09/1989 LOT 605 & LOT C IN LOT 488 ON EP1838
EP2367 08/08/1989 LOT D IN LOT 488 ON EP1838
EP2358 20/06/1989 LOT 605 & LOT C IN LOT 488 ON EP1838
EP2342 05/05/1989 LOT X IN LOT 488 ON EP2213
EP2302 18/10/1988 LOT 662
EP2213 13/08/1987 LOT.488
EP2060 23/10/1985 LOT.662; (MAP REF.TN OF TOWNSVILLE SH 2)
EP1838 19/08/1982 POR.488 & 604
EP1784 06/03/1981 POR.504,488,610 & 612
EP1329 15/01/1973 POR.488

ATS:

Title Reference: 17598156
Registered Owner: MJ NIELSON PTY LTD
Tenure Reference: SL/44/50840/
Original Deed of Grant: 1. 17598156
Lease Purpose: BUSINESS (PLAZA, BOARDWALK AND ASSOCIATED PURPOSES)
Reserve Purpose:
Area:

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.

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) 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.

Lease Conditions:

No compensation for improvements or developmental works shall be payable by the State 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 State on any account whatsoever have been paid. However should the leased land revert to the State 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 pay the cost of any required survey of the leased land.

No further access to the leased land will be provided by the State or the Local Authority.

The lessee shall maintain the leased land free from noxious plants.

The Lessee shall use the leased land for Business (Plaza and Boardwalk and associated purposes) and for no other purpose whatsoever.

The Lessee shall not be permitted to transfer or sublease the subject land to any person, persons or corporation other than the owners of the adjoining freehold parcels, being Lot 612 on EP1784 and Lot 12 on RP726133, parish of Coonambelah.

Commencement Date: 13/10/1989

Trustees:

Interests: MORTGAGE 715392621 28/10/2013 16:10:35
AMENDMENT OF LEASE CONDITIONS 716128434 10/11/2014 05:00:20

Previous Title References:

QVAS:

Registered Owner: MJ NIELSON PTY LTD
Address: 3-17 TOMLINS ST, SOUTH TOWNSVILLE QLD 4810
Primary Land Use Code: PROFESSIONAL OFFICES(25)
Secondary Land Use Code: NONE(0)

TAS:

Tenure Reference	Commenced	Land Use Code	Land Use Description	Legislative Ref.
SL 44/50840 /	1989-10-13	1354	BUSINESS (PLAZA, BOARDWALK AND ASSOCIATED PURPOSES)	Land Act 1962

[View on Keymap](#)

[Back to Search](#)

Logged in as thomas_ps

[Disclaimer](#)

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[Queensland Government Gateway](#)

RTI/DL RELEASE - DNRM



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.chp.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

Transaction ID: 50069042 EMR Site Id: 14192 03 December 2014
This response relates to a search request received for the site:
Lot: 499 Plan: EP2382

This response relates to a search request received for the site:
Lot: 499 Plan: EP2382
Address: 2-10 ANTHONY ST
SOUTH TOWNSVILLE 4810

The site has been subject to the following Notifiable Activity pursuant to section 374 of the *Environmental Protection Act 1994*.

PETROLEUM PRODUCT OR OIL STORAGE - storing petroleum products or oil -

(a) in underground tanks with more than 200L capacity; or

(b) in above ground tanks with -

(i) for petroleum products or oil in class 3 in packaging groups 1 and 2 of the dangerous goods code - more than 2, 500L capacity; or

(ii) for petroleum products or oil in class 3 in packaging groups 3 of the dangerous goods code - more than 5, 000L capacity; or

(iii) for petroleum products that are combustible liquids in class C1 or C2 in Australian Standard AS1940, 'The storage and handling of flammable and combustible liquids' published by Standards Australia - more than 25, 000L capacity.

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

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@datsima.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

03 Dec 2014 9:37:53 AM

Form submission ID

1992386

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

Thomas

First Name

Paula

Organisation

Department of Natural Resources and Mines

Address

Street No

445

Street Name

Flinders Street

Suburb

Townsville

State

QLD

Postcode

4810

Contact Details *

Phone

4447 9180

Fax

4447 9200

Email

paula.thomas@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

MJ Nielson Pty Ltd

Description of Proposed Activity *

Land Tenure

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

1 2 3 4 5

3. Location *

Release Search *	Plan Number *	Lot Number *	Buffer Width (metres) *	
Lot On Plan	EP2382	499	0.0	X
Search *	Tenement Type *	Number *	Buffer Width (metres) *	
Tenement	EPP(ATP)		0.0	X
Search *	Latitude *	Longitude *	Buffer Width (metres) *	
Latitude/Longitude			0.0	X
Search *	Type *	Attach (.zip) *	File Name	Buffer Width (metres) *
Digital Data	SHP	Attach		0.0

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.



RTI DL RELEASE - DNRM

eLVAS Client Interaction Report

For Interaction id: 1202136

Contact Details

Business unit: State Land Asset Management
 Business context: Verbal (Outwards) Case
 Interaction method: Post-Lodgement
 Interaction date: 12-Nov-2014 3:57 PM
 Entered by: Thomas, Paula Suzanne
 Reference:

Contact with: Broadley Rees Hogan, Brisbane

Documents

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

Interaction Record History

Service Centre: Townsville

Associated to Case: 2014/008186

Revision No.: 0

Updated by: Thomas, Paula Suzanne

Date: 12-Nov-2014

Details: I spoke with Krista McMahon from Broadley Rees Hogan lawyers, in relation to their client's conversion application and advised that I was the case officer and provided the case reference.

I advised Krista that as part of the department's initial investigations the department has already sought council's views regarding the conversion of their client's lease and will now investigate if any other views are required.

If any other views are required, once they are received the department will request an inspection and valuation report for the conversion application.

Krista was happy with the information provided and advised her client is anxious for this application to be finalised as soon as possible, and I advise it may take some time for our investigations to be completed, but I will keep her informed of any progress of her client's application.

Assignment History

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

Search Date: 12/11/2014 15:39

Title Reference: 17598156
Date Created: 22/10/1995

DESCRIPTION OF LAND

Tenure Reference: SL 44/50840

Lease Type: TERM

LOT 499 CROWN PLAN EP2382
County of ELPHINSTONE Parish of COONAMBELAH
Local Government: TOWNSVILLE

Area: 0.098400 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
BUSINESS (PLAZA, BOARDWALK AND ASSOCIATED PURPOSES)

TERM OF LEASE

Term and day of beginning of lease

Term: 50 years commencing on 13/10/1989

Expiring on 12/10/2039

REGISTERED LESSEE

Dealing No: 715392615 28/10/2013

MJ NIELSON PTY LTD A.C.N. 063 240 344

CONDITIONS

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.

C173 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) 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.

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

Search Date: 12/11/2014 15:39

Title Reference: 17598156
Date Created: 22/10/1995

CONDITIONS

- C179 No compensation for improvements or developmental works shall be payable by the State 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 State on any account whatsoever have been paid. However should the leased land revert to the State 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.
- C183 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.
- E10 The lessee shall pay the cost of any required survey of the leased land.
- H51 No further access to the leased land will be provided by the State or the Local Authority.
- K1 The lessee shall maintain the leased land free from noxious plants.
- M76 The Lessee shall use the leased land for Business (Plaza and Boardwalk and associated purposes) and for no other purpose whatsoever.
- M76 The Lessee shall not be permitted to transfer or sublease the subject land to any person, persons or corporation other than the owners of the adjoining freehold parcels, being Lot 612 on EP1784 and Lot 12 on RP726133, parish of Coonambelah.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 17598156
2. MORTGAGE No 715392621 28/10/2013 at 16:10
GE CAPITAL SECURITY AGENT PTY LTD A.C.N. 075 554 120
Lodged at 16:10 on 28/10/2013 Recorded at 11:56 on 31/10/2013
3. AMENDMENT OF LEASE CONDITIONS No 716128434 10/11/2014 at 05:00
THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.
Lodged at 05:00 on 10/11/2014 Recorded at 05:00 on 10/11/2014

ADMINISTRATIVE ADVICES - NIL

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Page 2/3

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

Search Date: 12/11/2014 15:39

Title Reference: 17598156

Date Created: 22/10/1995

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current State Tenure Search **

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

RTI DL RELEASE - DNRM

eLVAS Client Interaction Report

For Interaction id: 1200258

Contact Details

Business unit: State Land Asset Management
Business context: Written (Outwards) Case
Interaction method: Email
Interaction date: 7-Nov-2014 10:52 AM
Entered by: Wall, Kaymarie
Reference:

Contact with: Broadley Rees Hogan, Brisbane

Documents

Document Type	Title	Received/Sent
Outgoing email	Email acknowledgement	7-Nov-2014

Interaction Record History

Service Centre: Townsville
Associated to Case: 2014/008186
Revision No.: 0
Updated by: Wall, Kaymarie
Date: 7-Nov-2014
Details: Email acknowledgement

Assignment History

RTI DL RELEASE - DNRM

eLVAS Client Interaction Report

For Interaction id: 1198608

Contact Details

Business unit: State Land Asset Management
Business context: Written (Inwards) Case
Interaction method: Letter
Interaction date: 3-Nov-2014 3:39 PM
Entered by: Cairns, Carla
Reference:

Contact with: Broadley Rees Hogan, Brisbane

Documents

Document Type	Title	Received/Sent
Application	Application- Receipt #2154190	3-Nov-2014

Interaction Record History

Service Centre: Townsville
Associated to Case: 2014/008186
Revision No.: 0
Updated by: Cairns, Carla
Date: 3-Nov-2014
Details: Scanned document received from Broadley Rees Hogan

Assignment History

RTI DL RELEASE - DNRM

Queensland Government
Department of Natural Resources & Mines

ABN: 59 020 847 551

RECEIPT

Received from: BROADLEY REES HOGAN LAWYERS
ABN/Address: 2014/008186

No. : 2154190

Description	Qty	Unit	Val	Extended	Discount	Ext Value	GST	Total Price
APPLICATION TO CONVERT LEASE-LA01	1							
s78B(2) - business affairs								

RTI DL RELEASE - DNRM

Date: 03/11/14	Time: 12:20	CHEQUE	244.40	Tot Value:	
Brch: nrmtown	SPer: TLJ			GST:	
CYC: 18069	Reg: 36	Tendered	244.40	Tot Price:	s78B(2) - business affairs
				Tendered:	
				Change:	

Cheques or other negotiable instruments accepted subject to clearance.

Case Note Report

Case id:	2014/008186	Service Centre:	Townsville	Assigned to:	Thomas, Paula Suzanne (Action Officer)
Category:	Lease Action	Local Government:	Townsville City Council	Applicant:	MJ Nielson Pty Ltd
Note id:	59991				

Case Note Revision History

Revision:	<u>0</u>	Revision Date:	<u>03/11/2014 15:25:36</u>
Summary:	Client Interaction Removed		
Details:	Client Interaction (1198558) was removed from this Case on 3-Nov-2014 3:25 PM by Reid, Madonna		

RTI DL RELEASE - DNRM

eLVAS Client Interaction Report

For Interaction id: 1198555

Contact Details

Business unit: State Land Asset Management
Business context: Written (Inwards) Case
Interaction method: Letter
Interaction date: 3-Nov-2014 1:06 PM
Entered by: Byron, Kayte
Reference:

Contact with: Broadley Rees Hogan, Brisbane

Documents

Document Type	Title	Received/Sent
Application	Application - Conversion of lease	29-Oct-2014

Interaction Record History

Service Centre: Townsville
Associated to Case: 2014/008186
Revision No.: 0
Updated by: Byron, Kayte
Date: 3-Nov-2014
Details: Scanned document received from Broadley Rees Hogan

Assignment History

RTI DL RELEASE - DNRM

Our Ref: DA:KM:glc:1400329
Date: 29 October 2014

State Land Asset Management
Department of Natural Resources & Mines
PO Box 5318
TOWNSVILLE QLD 4810
By email: SLAMLODGEMENT@dnrm.qld.gov.au

Express Post and By Email

cc: Ms Paula Thomas
Department of Natural Resources & Mines
By email: paula.thomas@dnrm.qld.gov.au

*Ref 3-4477
30/10/14*

Dear Sir/Madam

eLVAS Case ID/ File Ref
2014/008186

MJ Nielson Pty Ltd - Request for Conversion of Lease
Tenure Reference: SL 44/50840
Property: Lot 499 on Crown Plan EP 2382

We refer to the above State Lease and advise that our client (MJ Nielson Pty Ltd) is the current registered Lessee.

We **enclose** the following for your attention:

1. Form LA00 – Application Form Part A;
2. Form LA01 – Application for Conversion of Lease;
3. cheque made payable to the Department of Natural Resources and Mines in the amount of \$244.40, representing the relevant application fee.

Our client requests the Department's consent to conversion of their Lease interest to freehold and to obtain the freehold interest as outlined in the **attached** Application Form.

If you have any questions in relation to the application, please do not hesitate to contact us.

Yours faithfully

Darren Anderson | Partner
Broadley Rees Hogan
Contact | **Krista McMahon**
T: + 61 7 3223 9122
F: + 61 7 3221 5518
E: krista.mcmahon@brhlawyers.com.au

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15-221

File A

T: +61 7 3223 9100
F: +61 7 3221 5518
Level 8, 179 Turbot Street
Brisbane QLD 4000
GPO Box 635
Brisbane QLD 4001
ABN 28 959 491 613
www.brhlawyers.com.au



DEPARTMENT OF NATURAL RESOURCES AND MINES

Application form Contact and Land Details Part A

eLVAS Case ID/ File Ref

2014/008186

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. (Details of fees are available on the Department of Natural Resources and Mines (DNRM) website or from a 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		
<small>(A lodger is only required when a solicitor, bank, consultant etc lodges the application and benefits of this project can be derived)</small>		
Full Name(s)		
Title	First name	Surname
Company name(s)		
Broadley Rees Hogan Lawyers (Attn: Krista McMahon)		
Postal Address	Level 8, 179 Turbot Street BRISBANE QLD 4000 GPO Box 635, BRISBANE, QLD 4001	
Phone number	07 3223 9122	Mobile phone
Email	krista.mcmahon@brhlawyers.com.au	
Fax	07 3221 5518	

RTI/DI RELEASE - DNRM

Applicant(s) Details and Mailing Address

If the applicant is a Corporation enter the Australian Company number, Australian Registered Body number or the Australian Business number in the relevant

Full Name(s)

Title	First name	Surname

Company name(s)

MJ Nielson Pty Ltd ACN 063 240 344

If a Corporation then record ACN ARBN ABN

063 240 344

Postal Address

Level 36, Santos Place, 32 Turbot Street

BRISBANE QLD 4000

Phone number

07 3221 7100

Mobile phone

Email

bree.vangaal@nielsonproperties.com.au

Fax

07 3221 0611

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 or Plan or Title Reference of the land for which the application is being lodged.		
Lot	Plan	Title Reference
499	CP EP2382	17598156

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 there is insufficient space, please lodge as an attachment)

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.



DEPARTMENT OF NATURAL RESOURCES AND MINES

Application for Conversion of a Lease

Part B

Application form requirements

1. This application is for Conversion of a Lease.
2. Read the *Conversion of a Lease* fact sheet that includes application restrictions.
3. Payment of the prescribed application fee, if relevant. A refund of application fees will not be given. (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.
7. All parts of this application form need to be completed accurately, otherwise your application may be returned to you to complete.

Important information

1. If your application for conversion to freehold is successful, in most instances the purchase price payable will be determined in accordance with the Land Regulation and can include other fees and charges eg. GST, Stamp Duty.
2. Unless a price or formula has already been stated in the conditions of the lease to be converted, the purchase price is calculated as at the day the completed conversion application is received by the Department of Natural Resources and Mines (DNRM).
3. If your application for conversion to freehold is successful, you may be required to pay the market value of any commercial timber on your lease.
4. If your application for conversion to freehold is successful, you may also be required to provide a plan of survey at your expense.
5. You must continue to pay the rent until a new tenure (if offered) is issued.
6. All outstanding rental must be paid, before submitting an application for Conversion of a Lease.
7. An application for conversion cannot be considered while the lease is subject to a condition precluding conversion.
(Details of your lease conditions are available on a current Title Search of the land and details on obtaining a Title search are available on the DNRM website < http://www.nrm.qld.gov.au/property/titles/prod_serv.html#searches_of_the_registers >.

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. The application is for Conversion of:

<input type="checkbox"/>	Perpetual Lease to Freehold	go to 2
<input type="checkbox"/>	Non Competitive Lease to Freehold	go to 2
<input type="checkbox"/>	Grazing Homestead Perpetual Lease to Freehold	go to 2
<input checked="" type="checkbox"/>	Term Lease to Freehold	go to 2
<input type="checkbox"/>	Term Lease to Perpetual Lease	go to 2
<input type="checkbox"/>	Term Lease for tourism purposes (on a regulated island) to Perpetual Lease	go to 2
<input type="checkbox"/>	Special Lease to Freehold	go to 2

2. Have you made a previous application for conversion of this lease? Yes go to 3 No go to 6

3. Was this application refused? Yes go to 4 No go to 6

4. 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 5 No go to 6

Under Section 166 of the *Land Act 1994* the application may be rejected without further consideration.

5. Provide details of the change in circumstances from the previous application. (If there is insufficient space, please lodge as an attachment) go to 6

6. Lease expiry date 12 / 10 / 2039 go to 7
(Details of your Lease expiry date can be found on a current Title Search of the land)

7. Provide details of the current use of land e.g. grazing (If there is insufficient space, please lodge as an attachment) go to 8

Boardwalk - Currently vacant as Boardwalk has been removed

8. List below ALL existing improvements on the current leased land e.g. fencing, dams, buildings etc. (If there is insufficient space, please lodge as an attachment) go to 9

Nil

A property sketch and /or aerial photo overlay of the improvements should also be attached to the application.

9. Is the lease within an industrial estate managed by the Property Services Group of the Office of the Co-Ordinator General? Yes go to 10 No go to 10

If YES, Provide the views of the Economic Development Queensland, Department of State Development, Infrastructure and Planning. Industrial Estates that fall under the responsibility of Economic Development Queensland 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>>

10. Is there a condition of your lease that requires you to: Yes go to 11 No go to 12

- comply with any requirements of another government department or statutory authority; or
- develop the land in a certain way; or
- construct improvements to a certain value, size or type

(Details of your lease conditions can be found on a current Title Search of the land)

11. Provide details of the compliance of the conditions in Question 12 (If there is insufficient space, please lodge as an attachment) go to 12

12. Have you entered into any unregistered agreements with any other parties that provide for certain use or management of the land? Yes go to 13 No go to 14

(For example tourism based agreements/ nature conservation agreement/transfer/sublease/lease)

13. Provide details and copies of any documentation relating to these agreements. (If there is insufficient space, please lodge as an attachment) go to 14

14. Provide details of any additional information to support the application. (optional) (If there is insufficient space, please lodge as an attachment) go to 15

The current registered Lessee of this Property (MJ Nielson Pty Ltd) is also the registered owner of the adjoining freehold parcel (being Lot 1 on RP 748244)
--

(Title Reference 21412054) ('Adjoining Parcel'). The property is predominantly utilised by the occupiers of the Adjoining Parcel. Accordingly, MJ Nielson Pty Ltd would like to convert their leasehold interest to freehold to acquire the property.

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.

15. Tick the box to confirm the attachments for part of the application.

Application fee

Property sketch and /or aerial photo overlay

Views of the Economic Development Queensland, Department of State Development, Infrastructure and Planning for an industrial estate, 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)

s78B(2) - personal information (signatures)

ROSS ANDREW NIELSON

DHIRENDRA RANIGA

Date: 24 / 10 / 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.

RTI DL RELEASE - DNRM

eLVAS Client Interaction Report

For Interaction id: 1198044

Contact Details

Business unit: State Land Asset Management
Business context: Written (Inwards) Case
Interaction method: Email
Interaction date: 31-Oct-2014 4:55 PM
Entered by: Cairns, Carla
Reference:

Contact with: Broadley Rees Hogan, Brisbane

Documents

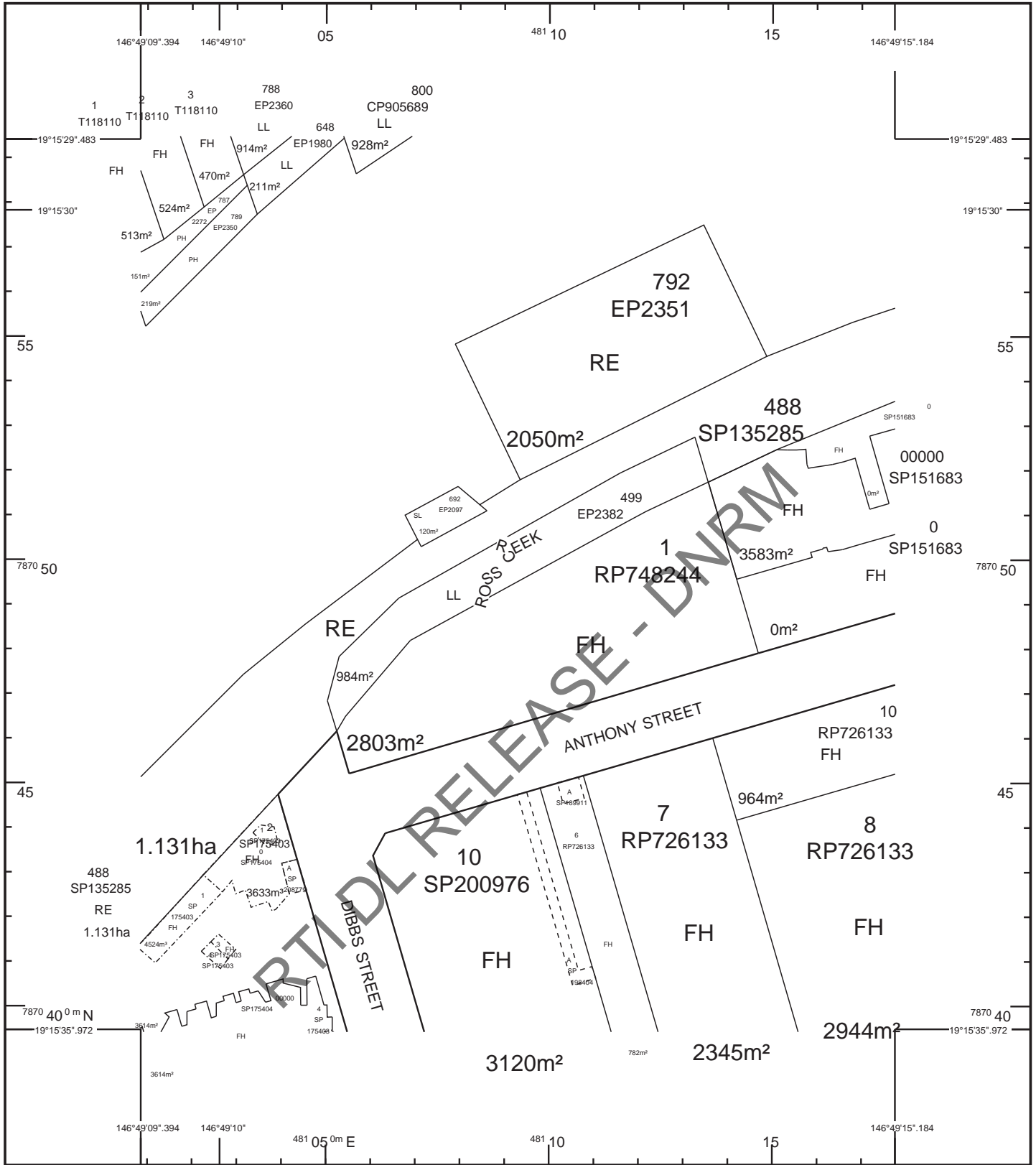
Document Type	Title	Received/Sent
Application	Application- Application Forms	24-Oct-2014

Interaction Record History

Service Centre: Townsville
Associated to Case: 2014/008186
Revision No.: 0
Updated by: Cairns, Carla
Date: 31-Oct-2014
Details:

Assignment History

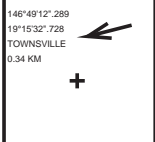
RTI DL RELEASE - DNRM



STANDARD MAP NUMBER
8259-24144



MAP WINDOW POSITION & NEAREST LOCATION



SUBJECT PARCEL DESCRIPTION

DCDB	
Lot/Plan	499/EP2382
Area/Volume	984m ²
Tenure	LANDS LEASE
Local Government	TOWNSVILLE CITY
Locality	SOUTH TOWNSVILLE
Parish	COONAMBELAH
County	ELPHINSTONE
Segment/Parcel	51584/17

CLIENT SERVICE STANDARDS

PRINTED (dd/mm/yyyy) 31/10/2014

DCDB 30/10/2014

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SmartMap

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



SLAM LARIE - Intersection Report

LAYER INTERSECTION SUMMARY

LotPlans found

499EP2382

LotPlans not found

Group	Layer Name	Intersected?	Details
Built Environment	Roads (All)	Yes	
	QLD Railways	No	
Environmental Areas	World Heritage Areas	Yes	
	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	NORTH
	Forest Products MUIDs	No	
	Plantation Licence Area	No	
	Forest Products SUIDs	No	
Heritage Register	Heritage Places	No	
Koala	SPP Koala Habitat Value	No	
	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 petroleum leases	No	
	Qld Mining 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	Central Business District, Port

Regional Planning	DLGP Regional Planning Areas	Yes	No Regional Plan
Stock Routes	Stockroute	No	
ULDA	Declared Urban Land Development Areas (ULDA)	Yes	
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 monitoring network	No	
	Groundwater bores	No	
	Water Resource Planning Area	No	
	Dams and weirs	Yes	
Wetlands	Wetlands - Directory of Important Wetlands	No	

RTI DL RELEASE - DNRM

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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:

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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

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

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

Search Date: 31/10/2014 16:54

Title Reference: 17598156
Date Created: 22/10/1995

DESCRIPTION OF LAND

Tenure Reference: SL 44/50840

Lease Type: TERM

LOT 499 CROWN PLAN EP2382
County of ELPHINSTONE Parish of COONAMBELAH
Local Government: TOWNSVILLE

Area: 0.098400 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
BUSINESS (PLAZA, BOARDWALK AND ASSOCIATED PURPOSES)

TERM OF LEASE

Term and day of beginning of lease

Term: 50 years commencing on 13/10/1989

Expiring on 12/10/2039

REGISTERED LESSEE

Dealing No: 715392615 28/10/2013

MJ NIELSON PTY LTD A.C.N. 063 240 344

CONDITIONS

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.

C173 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) 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.

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

Search Date: 31/10/2014 16:54

Title Reference: 17598156
Date Created: 22/10/1995

CONDITIONS

- C179 No compensation for improvements or developmental works shall be payable by the State 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 State on any account whatsoever have been paid. However should the leased land revert to the State 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.
- C183 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.
- E10 The lessee shall pay the cost of any required survey of the leased land.
- G1 The lessee shall not utilise nor be permitted to utilize the provisions of Section 207 of the Land Act 1962.
- H51 No further access to the leased land will be provided by the State or the Local Authority.
- K1 The lessee shall maintain the leased land free from noxious plants.
- M76 The Lessee shall use the leased land for Business (Plaza and Boardwalk and associated purposes) and for no other purpose whatsoever.
- M76 The Lessee shall not be permitted to transfer or sublease the subject land to any person, persons or corporation other than the owners of the adjoining freehold parcels, being Lot 612 on EP1784 and Lot 12 on RP726133, parish of Coonambelah.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Lease No. 17598156
2. MORTGAGE No 715392621 28/10/2013 at 16:10
GE CAPITAL SECURITY AGENT PTY LTD A.C.N. 075 554 120
Lodged at 16:10 on 28/10/2013 Recorded at 11:56 on 31/10/2013

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current State Tenure Search **

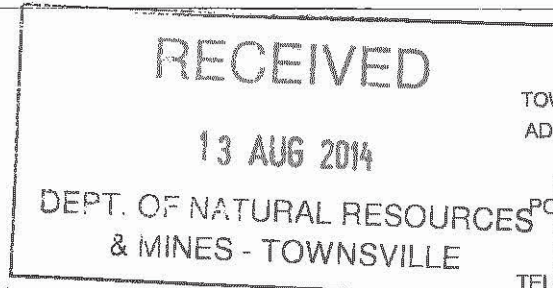
Information provided under section 34 Land Title Act(1994) or
section 281 Land Act(1994)

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Date >> 11 August 2014



Ms Paula Thomas
State Land Asset Management
DNRM Townsville
PO Box 5318
TOWNSVILLE QLD 4810



TOWNSVILLE CITY COUNCIL
ADMINISTRATION BUILDING
103 WALKER STREET
PO BOX 1268, TOWNSVILLE
QUEENSLAND 4810
TELEPHONE >> 1300 878 001
FACSIMILE >> 07 4727 9050

enquiries@townsville.qld.gov.au
www.townsville.qld.gov.au

Dear Ms Thomas

SUBJECT >> Lease Condition on Special Lease 44/50840, Lot 499 on EP2382.

Thank you for your letter of 15 July 2014 seeking council's views on the removal of the special lease condition on Lot 499 on EP2382.

Council has no objection to the removal of the non-conversion condition from the Special Lease 44/50840.

With respect to the future tenure of the land, council has no preference between freehold or leasehold tenure, subject to the following.

The leased area presents to Ross Creek on the Tomlins Street frontage, and addresses an important part of council's waterfront connectivity plans for the future. Council's strong preference on the preferred future use of the land would include cafés, restaurants, bars and publicly accessible private open space. Generally, any development that celebrates the water's edge and provides opportunities for interactive pedestrian traffic contributes to a desirable outcome in this location. In communications with council on the matter, the current Lessee has indicated that their future plans are sympathetic to these objectives.

If you have any further queries on this matter, please contact Claire van Wel or Jo Prego in council's Strategic Planning Department on 1300 878 001.

Yours sincerely

sch4p4(6) Personal information

Stewart Pentland
Director, Planning & Development