Author Diana Muscat
Case ID 2011/000491
Unit State Land Asset Management
Phone 07 4999 6837

Queensland Government

Department of
Environment and Resource Management

31 January 2012

Urban Land Development Authority
GPO Box 2202
BRISBANE QLD 4001

Attention: Dennis Nichol

Dear Sir

PROPOSED TERM LEASE OVER LOT 6 ON PLAN SP228432, PARISH OF IVERAGH

I refer to your application dated – 10 October 2011 and wish to advise that subject to compliance with the offer requirements, approval will be sought for the issue of a Term Lease over Lot 6 on SP228432 subject to the terms and conditions as set out in the attached **Agreement to Offer a Term Lease.**

The attached agreement duly signed, together with payment of all required monies, being the amount of $312.75, must be returned to the Department by close of business on **28 February 2012**, 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, must be satisfied by close of business on **24 April 2012** otherwise this offer lapses.

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

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

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

If you wish to discuss this matter please contact Diana Muscat on 07 4999 6837.

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

Office :
DERM Mackay
1st Floor
22-30 Wood Street
Mackay QLD 4740

Postal :
DERM Mackay
PO Box 63
Mackay
4740 QLD

Telephone : 07 4999 6820
Fax: 07 4999 6904

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

Please quote reference number 2011/000491 in any future correspondence.

Yours sincerely

Diana Muscat
Acting Land Officer
State Land Asset Management
Central West Region - Mackay

Office:
DERM Mackay
1st Floor
22-30 Wood Street
Mackay QLD 4740

Postal:
DERM Mackay
PO Box 63
Mackay
4740 QLD

Telephone: 07 4999 6820
Fax: 07 4999 6904

Land Title Act 1994 ; Land Act 1994
Form 21 Version 2

SURVEY PLAN

Sheet 1 of 1

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	OIP distd (New Ref)	31/CP908903	101°47'	1·374
2	OIP	30/CP908903	273°35'	2·144
3	Pin		159°06'40"	5·683
4	Pin		284°15'	3·931
5	Pin		55°07'20"	8·932
6	Pin		208°26'10"	13·55
7	OIP	18/CP908903	18°12'	1·26
8	OIP	RP618452	7°47'	1·0
9	OIP	24/CP908903	227°44'45"	1·675
11	Pin		114°17'30"	4·732
12	OIP (0·4 deep)	5/SP105077	94°45'	2·08
13	OIP	6/SP105077	36°01'	1·96
14	Pin		129°28'	1·546
15	OIP	7/SP105077	319°09'	2·065
16	Pin		86°34'	4·733
17	Pin		127°52'	4·703
18	Pin		139°09'30"	4·546

TRAVERSES ETC

LINE	BEARING	DISTANCE	
1–2	186°56'55"	40·238	
6–7	277°44'25"	0·582	
7–8	190°40'30"	40·296	
7–20	287°38'15"	46·0	Orig
9–10	139°19'25"	0·1	
9–12	47°45'05"	191·385	
20–21	295°51'15"	48·0	Orig
21–22	304°04'45"	48·0	Orig
22–23	312°18'15"	241·42	Orig
23–24	358°17'30"	13·895	Orig
24–25	44°16'45"	60·055	Orig
25–9	50°54'15"	383·845	Orig

Area of New Road (6–7–20–21–22–23–24–25–9–12–32–10–26–27–28–29–30–31–6).....102m²

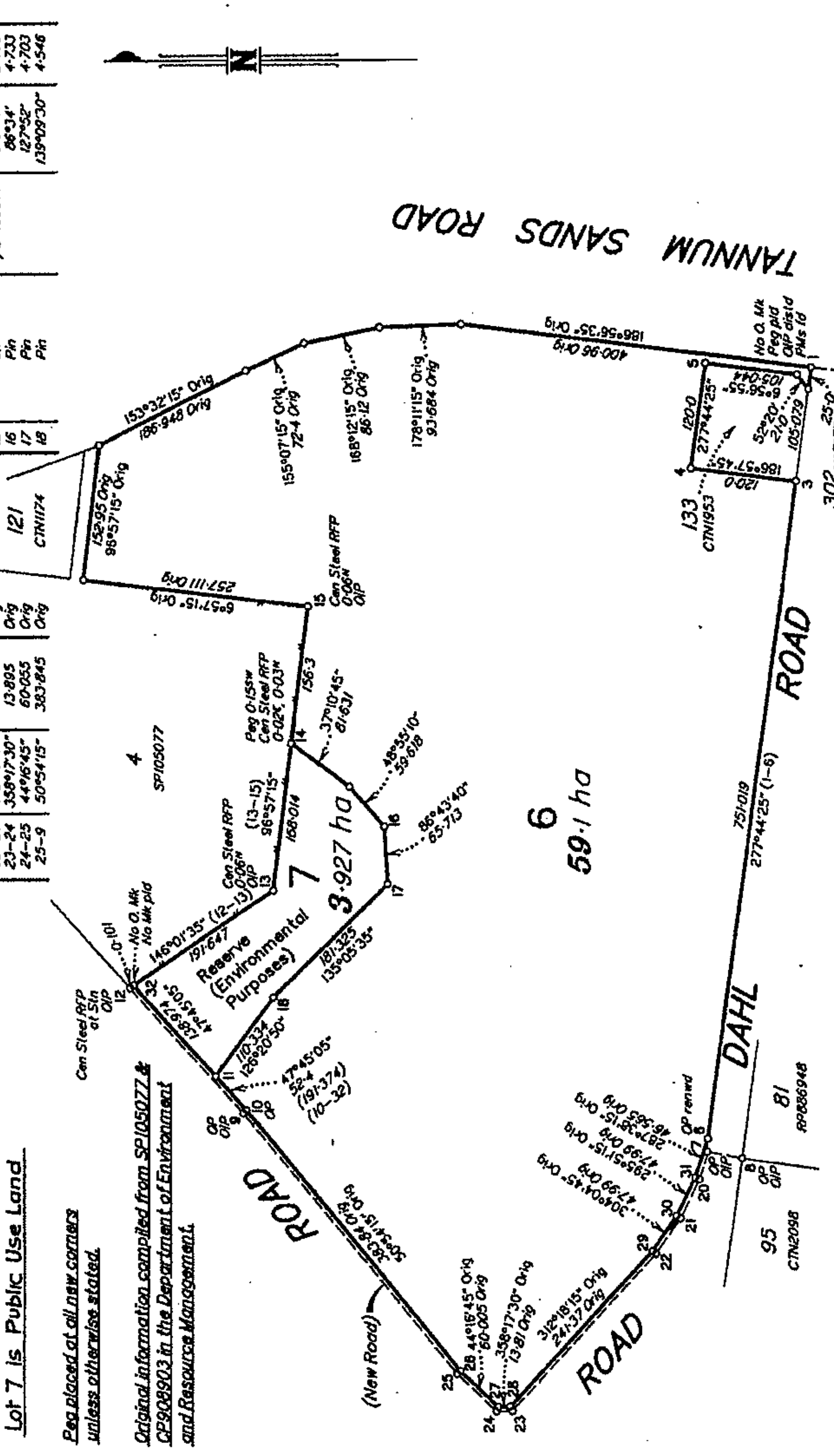
LINE PEGS

STN	BEARING	DISTANCE
6–L Peg	97°44'25"	1110·0
6–L Peg	97°44'25"	1140·0
6–L Peg	97°44'25"	382·0
6–L Peg	97°44'25"	420·0
6–L Peg	97°44'25"	553·0

Lot 7 is Public Use Land

Peg placed at all new corners unless otherwise stated.

Original information compiled from SP105077 & CP908903 in the Department of Environment and Resource Management.



PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO	MARK TYPE
1–PM Id		11°27'30"	435·327	166892	Star Picket & Conc Collar
1–PM Id		182°14'40"	469·628	59990	Standard
12–PM		44°19'40"	64·881	164098	Stainless Steel Spike

JONES FLINT & PIKE PTY. LTD. (ACN 050 414 045) hereby certify that the land comprised in this plan was surveyed by the corporation, by William John Charles BURVILL, Cadastral Surveyor, for whose work the corporation accepts responsibility, and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 18/09/2009.

The Common Seal of Jones Flint & Pike Pty Ltd 050 414 045

Director

Director

Date 26/09/09.

Plan of Lots 6 & 7

Cancelling Lot 6 on SP105077 and Lot 2 on CP908903

PARISH: IVERAGH COUNTY: Clinton

Meridian: MGA Zone 56 by GPS F/N's: No

Scale: 1:5000

Format: STANDARD

SP228432

Plan Status:

712831116

NO FEE
30/10/2009 10:38

RN 495

WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.

Registered

5. Lodged by

(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

I/We ...

(Names in full)

*as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

~~*as Lessees of this land agree to this plan.~~

Signature of *Registered Owners ~~*Lessees~~

* Rule out whichever is inapplicable

6. Existing		Created				
Title Reference	Description	New Lots	Road	Emts	Cov.	Profit a prendre
47014122	Lot 6 on SP105077	6 & 7	—	—	—	—
47015515	Lot 2 on CP908903	—	New Rd	—	—	—

Lots	Orig
6, 7	Lot 6 on SP105077

2. Local Government Approval.

* ...
hereby approves this plan in accordance with the :
%

Dated this ... day of ...

... #

... #

* Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or Local Government (Planning & Environment) Act 1990
# Insert designation of signatory or delegation

3. Plans with Community Management Statement :

CMS Number :

Name :

4. References :

Dept File : 2006/001356

Local Govt :

Surveyor : G2956-01

7. Portion Allocation :

8. Map Reference :

9150-23212

9. Locality :

TANNUM SANDS

10. Local Government :

GLADSTONE R.C.

11. Passed & Endorsed :

By : Jones Flint & Pike Pty Ltd ACN 050 414 045

Date : 25/9/09

Signed :

Designation : Cadastral Surveyor L.O.

12. Building Format Plans only.

I certify that :

* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;

* Part of the building shown on this plan encroaches onto adjoining * lots and road

Cadastral Surveyor/Director* Date

*delete words not required

13. Lodgement Fees :

Survey Deposit	$
Lodgement	$
New Titles	$
Photocopy	$
Postage	$
TOTAL	$

14. Insert Plan Number SP228432

Draft Conditions for

Case: 2011/000491 Action: 1 As at: 31 Jan 2012

A116 (1) In this Lease, the following terms have the following meanings -

"Act" means the Land Act 1994 and includes, where applicable, the Land Regulation 2009.

"Adjustment Note" has the same meaning as that term in the GST Law.

"Approvals" means the approvals and documents listed in condition 7.2.

"Council" means the relevant local government administering the Leased Land from time to time.

"Chief Executive" means the chief executive who administers the Land Act 1994 and any departmental officer who has been given a relevant delegated power of the chief executive under section 393 of the Land Act 1994. A relevant delegated power is a delegated power relevant to the terms of the agreement.

"CPI Review Date" means 1 July each year.

"DERM" means the Department of Environment and Resource Management.

"Developed Lots" means that part of the Leased Land and any existing dedicated roads, developed for a use, other than Public Use Land, in accordance with the Development Approval.

"Development Approval" means the development approval obtained by the Lessee for the development of the Leased Land which may be in

Stages.

"Development Plan" means the plan for which the Lessee obtained the Development Approval and any variation or amendment to the Development Plan to which the Minister or his delegate has provided express written consent.

"GST" has the meaning given to it under the GST Law, unless, under or in relation to the GST and Related Matters Act (Qld) 2000 (the GRM Act) or a direction given under section 6 of the GRM Act, the supplier is obliged to make voluntary or notional payments, in which case GST means those voluntary or notional payments, and expressions containing the term 'GST' have a corresponding meaning.

"GST Law" includes A New Tax System (Goods and Services Tax) Act 1999 (Cth), order, ruling or regulation which imposes or purports to impose or otherwise deals with the administration or imposition of GST on a Supply of goods or services in Australia.

"Improvements" means the public facilities, roads and services infrastructure (including but not limited to power, water, sewerage and drainage) to be constructed on the Leased Land by the Lessee as contemplated by the Approvals.

"Lease" means the term lease offered by the Minister under section 15(2)(a) of the Act and accepted by the Lessee and which is subject to the Act and the conditions set out in this document.

"Leased Land" means the land described as Lot 6 on SP228432.

"Lessee" means Urban Land Development Authority and includes approved assignees.

"Lessor" means The State of Queensland represented by the Department of Environment and Resource Management.

"Material Change of Use" has the same meaning as that term in ULDAA.

"Minister" means the Minister for the time being administering the Act.

"Offer of Lease" means the agreement between the Lessor and Lessee

"Permitted Use" means the use specified in condition 2.

"Practical Completion" means that stage when the Improvements have reached completion (except for minor omissions and defects) and are capable of being properly used for their intended use.

"Public Use Land" means land proposed to be dedicated as a new road or a reserve for community purposes (as defined in the Act) in accordance with the Development Approval.

"Purchase Price" means $203 045.68 per hectare (exclusive of GST).

"Rent" means the amount calculated in accordance with condition 3.

"Reserve Bank's Published Cash Rate Target" means the lesser quarterly indexation rate -

(a) published by the Reserve Bank of Australia and available at http://www.rba.gov.au/Statistics/cashrate_target.html; and

(b) or 7.25% per annum.

"Stages" means the stages as shown on the Development Plan.

"Supply" has the same meaning as that term in the GST Law.

"Tax Invoice" has the same meaning as that term in the GST Law.

"ULDA" means the Urban Land Development Authority.

"UDA" means a declared Urban Development Area.

"ULDAA" means the Urban Land Development Authority Act 2007

"UDA Development Approval" has the same meaning as that term in UDAA.

"Value of the Closed Road" means $ **203 045.68** per hectare (exclusive of GST) to be paid by the Lessee to the Lessor for the area of any road required to be closed.

(2) Permitted Use

(i) The Lessee must use the Leased Land for residential and other urban purposes as stated in the Development Approval for a Material Change of Use obtained by the Lessee in accordance with the Offer of Lease.

(ii) In addition to any other rights, the Minister may take action under section 238 of the Act seeking an order from the Land Court that the Lease may be forfeited if the Leased Land is not used for the Permitted Use.

(3) Rent

The Lessee must pay the minimum annual rent as prescribed in the Land Regulation 2009 for a lease in Category 13 in accordance with the Act.

(4) GST

(i) The parties acknowledge that GST may be payable on a Supply under or in connection with this Lease.

(ii) Where GST is payable upon any Supply under or in connection with this Lease, the consideration payable by the recipient to the supplier for the Supply will be adjusted in accordance with conditions 4.3 and 4.4.

(iii) Subject to the supplier issuing a valid Tax Invoice, the consideration payable by the recipient to the supplier for the Supply will be increased by the amount equal to that which the supplier is obliged to remit as GST on the Supply ("the amount").

(iv) If it is determined on reasonable grounds that the amount of GST collected from the recipient under this condition 4 differs, for any reason, from the amount of GST paid or payable by the supplier, including by reason of -

a. any amendment to the GST;

b. the issue of a ruling or advice by the Commissioner of Taxation; or

c. a refund to the supplier in respect of a Supply

the recipient will be entitled to a refund of the additional consideration which it paid, and the supplier will issue an Adjustment Note in accordance with the GST Law.

(v) The parties will exchange such information as is reasonably necessary for each to make a reasonable assessment of the amount.

(5) Survey Costs

The Lessee must pay the cost of any required survey or re-survey of the Leased Land in accordance with the requirements of the Act.

(6) Pest Management

The Lessee must control all declared pests, both plants and animals, on the Leased Land, in accordance with the Land Protection (Pest and Stock Route Management) Act 2002 and the local laws and requirements of the Council.

(7) Use and Development of the Leased Land

(i) The Lessee has a responsibility for a duty of care for the Leased Land including, but not limited to, a duty to take all reasonable and practical measures to sustainably manage the Leased Land by conserving the physical, biological, productive and cultural values, either on the Leased Land, or in areas affected by the development and management of the Leased Land.

(ii) The Lessee must use, occupy and develop the Leased Land in accordance with -

a. the requirements of ULDAA;

b. all approvals granted by the ULDA from time to time (including Development Approvals), on a properly made application under ULDAA, consented to by the Lessor, including the conditions imposed by any relevant concurrence or referral agency;

c. the Development Plan;

d. all legislation relevant to the Permitted Use of the Leased Land ; and

e. the requirements of the Minister,

in so far as they apply to the use, occupation and development of the Leased Land.

(iii) The Lessee must give the Minister any information about the Lease, the Lessee, development of the Leased Land, or the Leased Land as requested by the Minister from time to time. The Lessee agrees to provide the Minister with a copy of all Development Permits provided by the ULDA for development of the Leased Land as and when issued by the ULDA.

(iv) The Lessee must not clear any vegetation on the Leased Land unless it is in accordance with the Approvals, or the proposed clearing is exempt under SPA.

(8) No Compensation for Improvements

No compensation for Improvements is payable by the Lessor on the forfeiture, surrender or expiry of this Lease. However, the Lessee has the right to remove those Improvements for which the Minister has given written approval to remove under section 243 of the Act, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this Lease. The Lessee must give the Minister reasonable notice of its intention to remove those Improvements and may only undertake the removal of the Improvements in the presence of an authorised representative of the Lessor, if required by the Minister. The Lessee may only remove those Improvements if all money due from the Lessee to the Lessor under this Lease has been paid.

development and management of the Leased Land.

(ii) The Lessee must use, occupy and develop the Leased Land in accordance with -

a. the requirements of ULDAA;

b. all approvals granted by the ULDA from time to time (including Development Approvals), on a properly made application under ULDAA, consented to by the Lessor, including the conditions imposed by any relevant concurrence or referral agency;

c. the Development Plan;

d. all legislation relevant to the Permitted Use of the Leased Land ; and

e. the requirements of the Minister,

in so far as they apply to the use, occupation and development of the Leased Land.

(iii) The Lessee must give the Minister any information about the Lease, the Lessee, development of the Leased Land, or the Leased Land as requested by the Minister from time to time. The Lessee agrees to provide the Minister with a copy of all Development Permits provided by the ULDA for development of the Leased Land as and when issued by the ULDA.

(iv) The Lessee must not clear any vegetation on the Leased Land unless it is in accordance with the Approvals, or the proposed clearing is exempt under SPA.

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(9) Jurisdiction

This Lease is subject to the Act and all other relevant Queensland and Commonwealth legislation.

(10) Compliance with Laws

(i) The Lessee must comply with all lawful requirements of the -

(a) Council; and

(b) any department within the Queensland or Commonwealth governments (including the Lessor), local authority or statutory instrumentality having jurisdiction over the Leased Land, or the development, use and occupation of the Leased Land,

(ii) in regard to its use, occupation and development of the Leased Land.

(iii) If the Lessee enters into any written agreement or other arrangement with the agencies listed in condition 10.1, the Lessee must provide a copy of any written agreement or details of any other arrangement to the Lessor without delay.

(11) Development Plan

(i) The Lessee and Lessor acknowledge that the Leased Land is to be developed by the construction of Improvements in stages. The Lessee must construct the Improvements in accordance with -

(a) the Development Approval;

(b) any other Approvals; and

(ii) If the Lessee does not comply with condition 11.1, the Lessee acknowledges that the relevant period of the Development Approval issued by the ULDA over the Leased Land and which is in existence at the commencement of this Lease, may lapse unless the Lessee applies for an extension of the relevant period and that application is approved by ULDA (and the Planning and Environment Court if required).

(iii) The Lessee agrees that if the relevant period for the Development Approval issued by ULDA lapses -

(a) any further development of the Leased Land will be unlawful; and

(b) the Minister may take action in accordance with section 238 of the Act and apply to the Land Court for an order permitting forfeiture of this Lease on the grounds that the Lessee has not complied with condition 11.1.

(iv) The Development Plan forms part of this Lease and development of the Leased Land must be conducted in a manner consistent with the Development Plan.

(12) Conduct of Development

(i) The Lessee must -

(a) commence construction of the Improvements no later than 12 months after the issuance of a relevant Development Approval;

(b) for each Stage, use its best endeavours to continuously carry out the construction of the Improvements;

(c) carry out construction of the Improvements in an expeditious, proper and workmanlike manner under adequate supervision and in accordance with the best practices of the various trades involved, using good quality materials and in accordance with the Approvals;

(d) use its best endeavours to ensure that construction of the Improvements is conducted in accordance with the Approvals and the Development Plan;

(e) complete construction of the Improvements before the expiry of this Lease; and

(f) provide reports to the Minister at least every 12 months from the commencement of this Lease and as and when required by the Minister detailing the progress of the development of the Leased Land.

(ii) In each case, when the Lessee is of the opinion that the Improvements for a Stage have reached Practical Completion, the Lessee will notify the Lessor.

(13) Notices regarding the Leased Land

If the Lessee receives a notice from the ULDA, any department within the Queensland or Commonwealth governments, local authority or statutory instrumentality in relation to the use or development of the Leased Land issued under relevant legislation, a copy of that notice must be delivered to the Lessor without delay.

(14) Lessee's Obligations

The Lessee must -

(a) comply with the Approvals in relation to the development of the Leased Land;

(b) undertake any vegetation clearing works on the Leased Land in accordance with the Approvals; and

(15) Dealings with the Lease

If the Lessor, the Chief Executive or the Minister is required to take any action under this Lease or the Act, including -

(a) the consideration of the Minister as to whether approval should be granted for any a plan of subdivision or survey;

(b) any breach of the conditions of this Lease by the Lessee (including any action taken to rectify the breach or forfeit this Lease),

the Lessee must pay all costs incurred by the Lessor, the Chief Executive or the Minister in taking that action (including administrative and legal costs on a full indemnity basis).

(19) Performance bond

The Lessee must provide to the Minister administering the Land Act 1994 a Performance Guarantee Bond issued by approved by the said Minister and in a form approved by the said Minister unconditionally guaranteeing to pay the amount of the Bond to the said Minister on demand as surety for as may occur or be required by . The amount of the Bond may be reviewed at any time at the discretion of the said Minister, or upon application being made to the Department of Environment and Resource Management by the Lessee.

Assessment of the Bond amount must be undertaken by and all costs leading to the establishment of the Bond and any review of the Bond must be borne by the Lessee.

Notwithstanding the above, the said Minister has the discretion to approve any other form of security offered by the Lessee in substitution for the Bond. If the said Minister approves any other form of security. offered by the Lessee (the substituted security), then the said Minister will determine, in the Minister's absolute discretion, the amount of, the form of, and the terms upon which the substituted security must be provided.

(20) Freeholding of Leased Land

(i) For the purposes of this condition 20, a "Relevant Stage" is the stage, as specified in the Development Plan, within which the Lessee is seeking a change of tenure for the Developed Lots from Leasehold to freehold.

(ii) The Lessee may apply to the Chief Executive to surrender land within the Relevant Stage for the subsequent issue of a deed of grant in fee simple over the Developed Lots within the Relevant

Stage. The application to surrender land within the Relevant Stage may take place in stages in accordance with the Development Plan.

(iii) The Lessee may apply to the Chief Executive to surrender land within the Relevant Stage for the subsequent issue of a for a deed of grant over the Developed Lots within the Relevant Stage if -

(a) there is no current or subsisting breach of the conditions of the Lease at the date the Lessee applies to convert the Lessee's tenure, or at any time prior to the issue of a deed of grant over the Relevant Stage;

(b) the Improvements for the Relevant Stage -

i are in accordance with the Approvals; and

ii have reached Practical Completion;

(c) the Lessee provides to the Lessor a notification from ULDA that the Improvements for the Relevant Stage comply with the Development Approval;

(d) the Lessee has produced a plan of subdivision which purports to create a separate lot for the Relevant Stage excluding any existing dedicated roads and the balance area of the Leased Land; and

(e) the Lessee has produced a further plan of subdivision subdividing the Relevant Stage into lots and Public Use Land and showing areas of road to be closed, in accordance with the Development Approval.

(iv) The Purchase Price of the Relevant Stage and the Value of any road(s) closed within the boundaries of the leased land will each be increased quarterly from 30/7/2010 by the Reserve Bank's Published Cash Rate Target. Quarterly means on 31 March, 30 June, 30 September and 31 December each year.

(v) The Lessee must when making an application under condition 20.2 for the surrender of land within the Relevant Stage pay to the Chief Executive

(i) the Purchase Price for the Relevant Stage, based on the total area of the separate lot for the Relevant Stage, as shown on the plan of subdivision produced in accordance with condition 20.3(d); and

(ii) the Value of any road(s) within the boundaries of the Relevant Stage, based on the total of the area of closed road shown on the plan of subdivision produced in accordance with condition 20.3(e).

(vi) The Lessee must, when making an application under condition 20.2 for the surrender of land within a Relevant Stage, do all things necessary under the Act to obtain the consent of each person to the surrender to the State of the lot for the Relevant Stage as shown on the plan of subdivision produced under condition 20.3(d).

(vii) If the Minister is satisfied that an area of road shown to be closed on a plan of subdivision produced in accordance with condition 20.3(e) is not needed, the Minister will take action under the Act to close the area of road.

(viii) Upon registration of the surrender, the Lessee must take action in accordance with section 100 of the ULDAA, by gazette notice, to declare the developed lots within the Relevant Stage as vested in the Lessee and arrange for the registration of the vesting notice in the Land Registry.

(ix) Upon registration of the vesting notice and the lessee notifying DERM of its registration, DERM will take all necessary steps pursuant to section 100 (3) of the ULDAA, to have the Governor in Council issue a deed of grant in fee simple in favour of ULDA over the land that is the subject of the vesting under condition 20.8.

(x) The Lessee must pay all required statutory fees, charges and taxes, including GST and transfer duty, to DERM prior to taking all necessary steps under condition 20.9.

(xi) If for any reason a deed of grant in fee simple is not issued for the Developed Lots within the Relevant Stage, then the Lessor will refund the Purchase Price for that Relevant Stage, associated statutory fees, charges and taxes paid in accordance with conditions 20.5 and 20.10, and the Value of the Closed Road, to the Lessee.

(xii) If the a deed of grant in fee simple is not issued for the Developed Lots within the Relevant Stage, the Minister will take action to amend the Lease to include the area of any Developed Lots that did not receive the approval for the issue of the deed of grant.

(21) Transfer of Lease

The lessee must not under any circumstances enter into any arrangements to dispose of or transfer the lease.

(22) Sub-lease

Sublease of the development lease, or specified areas within it, may be permitted subject to the approval of the Minister administering the Land Act 1994.

DERM reference number: 2011/000491

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

OVERVIEW

Subject to compliance with the Offer Requirements as set out in this document, approval will be sought for the issue of a Term Lease, over Lot 6 on Plan SP228432, on the terms and conditions stated in the attached Conditions Report.

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

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

OFFER REQUIREMENTS

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

1. This offer is made in accordance with the signed heads of agreement between this Department and the Urban Land Development Authority (ULDA) dated 15 October 2010; and
2. The Term Lease will be subject to the draft conditions attached, providing ULDA request in writing that DERM consider exempting ULDA from the provision of a Performance Bond, referencing the Treasurers letter dated 8/4/11; and
3. Completion and return of one copy of this Agreement. This agreement document must be completed by all proposed tenure holders. Retain a copy of this agreement for your records; and
4. Forwarding of the sum of $312.75 as detailed on the attached account number 616992. A copy of the account should be returned to the department along with your payment; and
5. Evidence that the area has been declared an Urban Development Area; and
6. Evidence of the Development Application approval and is required prior to the issue of the term lease; and
7. Construction must commence no later than 12 months from the issue of the term lease; and
8. Written progress reports to be provided to DERM annually

The **Agreement to Offer a Term Lease**, together with payment of all required monies, must be returned to the department by close of business on **28 February 2012**, otherwise this offer will lapse.

All other conditions of this offer must be satisfied by close of business on **24 April 2012** otherwise this offer lapses.

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

- what action you have taken to comply with the offer conditions; **AND**

Office :
DERM Mackay
1st Floor
22-30 Wood Street
Mackay OLD 4740

Postal :
DERM Mackay
PO Box 63
Mackay
4740 QLD

Telephone : 07 4999 6820
Fax: 07 4999 6904

- why the condition/s cannot be complied with by the due dates; **AND**
- the time for which the extension is requested, including reasons for the amount of time required.

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

PURPOSE AND CONDITIONS

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

PARTICULARS OF LAND

Tenure Type -	Term Lease		
Description -	Lot 6 SP228432		
Parish-	Iveragh	**County-**	Clinton
Term -	10 years		
Area (ha) -	59.1 hectares		

TENANCY DETAILS

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

NAME

Urban Land Development Authority

COMPANY ACN No. (where applicable)

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

☐ Sole Tenant ☐ Joint Tenants ☐ Tenants in Common

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

Name of Trust:

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

INTEREST	**NAME**
For example - ½ share	For example – John Robert Smith

If insufficient space, please attach separate page.

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

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

RENT

Rental periods for a Term Lease are annual (1 July – 30 June). Invoices for payment of the rent are usually sent out by the department before the last week of July each year and the invoiced amount must be paid on or before 1 September of the same year.

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

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

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

- Rental category - Category 13 – Business & Government Core Business
- Percentage 6%
- Rental valuation - $12 000 000.00
- Annual rent – $207.00 + GST to be indexed annually by CPI

The rent for the Term Lease will be rounded to the nearest whole dollar value. The prescribed minimum rent for tenures of this type in rental category 13 is $207.00. If the calculated rent is less than the prescribed minimum rent, the minimum rent is payable.

RENT CATEGORY

The Term Lease will be designated Category 13 under the current Land Regulation. This category is defined as Business & Government Core Business.

Upon issue of the Term Lease you will be advised accordingly and you will subsequently be entitled, pursuant to section 182 and section 422 of the *Land Act 1994*, to appeal against the category of the Term Lease.

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

GOODS AND SERVICES TAX (GST)

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

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

TAX INVOICE

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

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

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

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

FOREIGN OWNERSHIP

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

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

ABORIGINAL OR TORRES STRAIT ISLANDER CULTURAL HERITAGE

CULTURAL HERITAGE

A recent search of the Cultural Heritage Database and Register indicated that no Aboriginal cultural heritage is recorded on the subject land of this application. However, it is probable that the absence of recorded

Aboriginal cultural heritage places reflects a lack of previous cultural heritage surveys of the area. Therefore, our records are not likely to reflect a true picture of the Aboriginal cultural heritage values of the area.

All significant Aboriginal cultural heritage in Queensland, is protected under the *Aboriginal Cultural Heritage Act 2003*, and penalty provisions apply for any 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* even if DERM has no records relating to it.

Please refer to our website http://www.derm.qld.gov.au/cultural_heritage/index.html <http://www.derm.qld.gov.au/cultural_heritage/index.html> for a copy of the gazetted Cultural Heritage Duty of Care Guidelines which set out reasonable and practical measures for meeting the duty of care.

Further assistance or advice in relation to this matter please contact DERM's Cultural Heritage Coordination Unit on (07) 3239 3647.

NATIVE TITLE

Native title has been surrendered over the proposed dealing area which will allow for the grant of the term lease to Urban Land Development Authority (ULDA) without further reference to native title.

VEGETATION

'Of Concern' and 'Endangered' vegetation has been identified on Lot 6 SP228432

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DECLARATION

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

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

DECLARATION BY AN INDIVIDUAL

Name and Signature of all applicants	In the presence of: **Full Name and Signature of Witness**
Paul Eagles.	Sharee Wiki
Chief Executive Officer Urban Land Development Authority	

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

A.B.N No.

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

DECLARATION BY A CORPORATION

Executed for and on behalf of:

Corporation name

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

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

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

Name 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 DERM. 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

END OF DOCUMENT