

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: GC

MEGAN SLATTERY

Title Reference:	40077679
Lodgement No:	7101498
Office:	GOLD COAST

This is the current status of the title as at 07:25 on 06/05/2026

DESCRIPTION OF LAND

Tenure Reference: TL 241527

Lease Type: TERM

LOT 186 CROWN PLAN SL8029

Local Government: REDLAND

LOT 1 SURVEY PLAN 261696

Local Government: REDLAND

LOT 2 SURVEY PLAN 261696

Local Government: REDLAND

LOT 3 SURVEY PLAN 335490

Local Government: REDLAND

LOT 4 SURVEY PLAN 335490

Local Government: REDLAND

Area: 0.847000 Ha. (ABOUT)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:

MARINE FACILITY

REGISTERED LESSEE

STRADBROKE FERRIES PTY LTD A.C.N. 009 725 713

TERM OF LEASE

Term and day of beginning of lease

Term: 20 years commencing on 21/04/2020

Expiring on 20/04/2040

CONDITIONS

A131 SPECIFIED CONDITIONS FOR: Lease for a Term of Years
PURPOSE: Marine facility

STATUTORY CONDITIONS:

Statutory conditions are the mandatory conditions of a lease in accordance with Part 2 Division 1 of the Land Act 1994 and other specific requirements of the Land Act 1994.

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.

CONDITIONS (Continued)

For further information on how annual rent is determined, refer to the department's website at www.dnrme.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 Chief Executive may bring the noxious plants under control, the cost of which will be recovered from the lessee.
5. Information to Chief Executive: The lessee must give the Chief Executive administering the Land Act 1994, information the Chief Executive 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 / Chief Executive administering the Land Act 1994 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 / Chief Executive administering the Land Act 1994. The lessee may only remove those improvements if all monies due from the lessee to the department under this lease have been paid.
7. Conditions relating to buildings and other structures: The lessee must to the satisfaction of the Minister administering the Land Act 1994 keep all buildings and other structures on the land in a good and substantial state of repair and must not erect a building or other structure on the land that is not consistent with the purpose of the lease.

REGULATORY CONDITIONS; OR IMPOSED CONDITIONS - SECTION 210:

A regulatory condition relates to a lease, in accordance with the Land Regulation 2009 - Chapter 5 Part 2 Division 3A of the Land Act 1994. Section 210 of the Land Act 1994 provides for Imposed conditions to be changed. Where a lease is not subject to the regulated conditions, the (wording of the) regulated conditions may be included as imposed conditions under section 210.

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

CONDITIONS (Continued)

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 \$20million 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.

IMPOSED CONDITIONS:

These imposed conditions relate to this lease - Chapter 5 Part 2 Division 2 of the Land Act 1994.

Termination

1. Should it be determined at some future date by any Court that native title exists over the subject land, this lease may be terminated and the lessee or any subsequent lessee may be required to remove any works established under this lease at the lessee's or any subsequent lessee's own cost, expense and risk. In that event, no compensation for works, development costs or loss of income shall be payable to the lessee or any subsequent lessee by the State of Queensland.

Cancellation/Forfeiture

1. The lease may be forfeited/cancelled if not used for the purpose for which it was issued or any subsequent additional purpose, defaults payment of the annual rent or by breach of a condition of the tenure.

CONDITIONS (Continued)

Improvements or development on or to the land

1. The lessee must not effect any further structural improvements on the land.
2. The lessee must when called upon to do so, to the satisfaction of the relevant authorities, maintain improvements on the land in a good and substantial state of repair.
3. The lessee must remove the improvements and rehabilitate the area to the satisfaction of the Minister / Chief Executive of the Land Act 1994 , from the date of termination of the tenure.
4. If the lessee fails to remove the improvements and rehabilitate the area as above, the Minister / Chief Executive administering the Land Act 1994 , can remove the improvements and is hereby authorised to do whatever is necessary to effect the said removal. The department may recover from the lessee the total cost incurred in the said removal.
5. The lessee must make good any damaged caused by the removal of the improvements from the land and must make good any damage caused as a result of such removal and remediation/rehabilitation of the land to the satisfaction of the Minister / Chief Executive administering the Land Act 1994 and the Chief Executive administering the Water Act 2000.

Care, sustainability and protection of the land

1. The lessee must ensure that each and every activity undertaken on the land which has the potential to pollute and/or contaminate the waters of Moreton Bay is carried out in such a manner as to prevent this from occurring.
2. The lessee must, at the lessees' expense and to the satisfaction and requirements of relevant authorities provide facilities for the disposal and collection ashore of human wastes and other litter and dry or wet refuse or waste materials from vessels. The lessee may and if required install an external system to enable the connection to vessels of a line through which sewerage may be pumped to a shore based receival station to enable collection.
3. The lessee must, at the lessees' expense, maintain a depth of water within the land sufficient to allow such waters to be freely navigated at the developed depths at all stages of the tide by the classes of the vessels using the facilities situated therein and should any dredging be required to maintain such depth of water, then the lessee must, at the lessees' expense, be responsible for obtaining the relevant statutory approvals required to permit the carrying out of such dredging and disposal of dredge spoil from the Department administering the Coastal Protection and Management Act 1995.

Conversion or renewal of the lease

1. The lessee of this lease is not allowed to make an application for conversion of this lease in terms of the Land Act 1994.

Provision of reasonable services, roads and infrastructure external to but servicing the land

1. The provision of access, further access or services to the land will not be the responsibility of Redland City Council and the State.

Tidal requirements

1. The lessee must not in any way interfere with any navigation mark or light erected on the land.
2. The lessee must, to the satisfaction of the relevant authorities, keep the sight line of any navigation leads which cross the land clear of obstructions. However, with the prior approval of the relevant authorities, the lessee may make alternative arrangements for relocating any of the said leads.
3. All works constructed in, on, over, through or across and below high water mark within the land must be maintained in a good and substantial state of repair.
4. The lessee must at all times take the necessary precautions to ensure that all lights on or above the land are shielded to prevent glare or reflection which may interfere with safe navigation of

CONDITIONS (Continued)

surrounding waterways or with reasonable enjoyment of neighbouring properties .

5. The lessee must not allow any vessel moored within the land to be used as a permanent place for human habitation without the prior approval of relevant authorities.
6. The lessee must, take all reasonable action to ensure that all vessels attached to moorings within the boundaries of the land must be moored wholly within such boundaries and that such vessels or any part/s thereof must not encroach beyond the boundaries of the land.

Quarry Material and Forest Products

1. The lessee must allow any person authorised under the Forestry Act 1959 access to the land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the land.

The lessee must not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the land without the permission of the Minister / Chief Executive administering the Land Act 1994 except under the authority of and in compliance in every respect with the requirements of a permit, licence, agreement or contract granted or made under the Forestry Act 1959.

Other conditions the Minister considers appropriate

1. The lessee must not carry out or allow to be carried out, any offensive, noxious or noisy occupation or business, upon the land, in accordance with the Environmental Protection Act 1994.
2. The lessee must permit native title holders reasonable access to such land or waters the subject of the lease which are in the vicinity of the land or waters on which the leased land is located or to be located, except while the marine facility is being constructed, or for reasons of health and safety.
3. This Lease is issued in accordance with the provisions of 24 KA of the Native title Act 1993 (Cth). In accordance with 24KA of the Native Title Act 1993 (Cth), the non-extinguishment principle applies.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Lease No. 40077679

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
719767646	EXEMPT CONS SEC 322AA LAND ACT 1994	02/12/2019 08:28	CURRENT

UNREGISTERED DEALINGS

NIL

DEALINGS REGISTERED

724878461 TITLE DTLS

Corrections have occurred - Refer to Historical Search

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations