

Queensland Titles Registry Pty Ltd
 ABN 23 648 568 101

Title Reference:	40078756	Search Date:	04/03/2026 09:09
Date State Tenure Created:	31/05/2021	Request No:	55272439
Previous Title:	40067631		

DESCRIPTION OF LAND

Tenure Reference: TL 242023

Lease Type: TERM

LOT 1 SURVEY PLAN 261696

Local Government: REDLAND

LOT 2 SURVEY PLAN 261696

Local Government: REDLAND

Area: 0.422100 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:

DEVELOPMENT

REGISTERED LESSEE

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

TERM OF LEASE

Term and day of beginning of lease

Term: 5 years commencing on 07/05/2021

Expiring on 06/05/2026

CONDITIONS

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

STATUTORY CONDITIONS:

Statutory conditions are the mandatory conditions of a lease in accordance with Chapter 5 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 2020. 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

CONDITIONS (Continued)

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 2020 - 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 State, the Minister, and their representatives, (all 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 an indemnity basis) arising from or incurred in connection with:
 - a. the granting of this lease to the lessee; or
 - b. the lessee's use and occupation of the land subject to the lease; or
 - c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted or 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, including consequential financial loss) arising out of the use and occupation of the lease.

To the full extent permitted by law, the State, the Minister 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 take out a public liability insurance policy with a general insurer authorised under the Insurance Act 1973 (Cwlth) 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). The policy must:

CONDITIONS (Continued)

- a. be for an amount of at least \$20 Million or a higher amount as the Minister may reasonably require; and
- b. have no sublimit for each event; and
- c. be effected on a "claims occurring" basis; and
- d. be maintained at all times during the currency of the lease.

On receipt of any notice of cancellation, the lessee must immediately take out 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 the policy, at the lessee's expense, each year during the currency of this lease.

This condition will be satisfied if the lessee is the State or a statutory authority eligible for insurance from 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 or a statutory authority eligible for insurance from Comcover 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 -
 - a. the local government for each local government area in which the land subject to the lease is situated; and
 - b. any department of the State or Commonwealth, or 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.

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.

Improvements or development on or to the land

1. The lessee must not effect any structural or further structural or excavation improvements on the land, without the approval of the department administering the Land Act 1994 and any other relevant authority, having been first obtained.
2. The lessee must, to the satisfaction of the relevant authorities, maintain improvements on the land in a good and substantial state of repair.
3. The lessee must within five (5) years from the commencement of the tenure and to the satisfaction of the Minister / Chief Executive administering the Land Act 1994 effect structural improvements in the nature of vehicular barge terminal on the leased land of a value of not less than \$2 Million. The lessee will be required to

CONDITIONS (Continued)

make application for a Term Lease for 20 years for Marine Facility purposes at least 12 months before expiry of the Development Lease or earlier depending on the progression of the development. The term lease application will be assessed in accordance with the legislative requirements, Department's policies and guidelines.

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

Care, sustainability and protection of the land

1. The lessee must not keep, store or permit to be kept or stored on the land any materials of a dangerous, flammable or explosive nature unless all statutes, local laws and regulations applicable to the keeping and storage of such materials have been complied with in every respect.
2. The lessee must ensure that each and every activity undertaken on the land which has the potential to pollute and/or contaminate the waters surrounding the leased area is carried out in such a manner as to prevent this from occurring.
3. 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.
4. 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.

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. The lessee must supply, install and maintain, at the lessees'

CONDITIONS (Continued)

expense, any navigation lights, buoys, marks and warning signs which the relevant authorities considers necessary.

4. 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.
5. 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 surrounding waterways or with reasonable enjoyment of neighbouring properties .
6. 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.
7. 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. If at any time, maintenance or repair are being conducted on the leased land that will disturb the free use and enjoyment of the waters surrounding the leased area by the public or will interfere, alter or change any services of gas, water, electricity, telephone or any other service, the lessee must before commencing such maintenance or repair, obtain the approval of any relevant authority and must carry out such maintenance and repairs, at the lessees' expense and to the requirements and satisfaction of the relevant authorities.
3. The lessee must not attach nor permit anything being attached to or hung from the said improvements, whether banners, advertisements, billboards or any other matter or thing of any kind of nature whatsoever, without the prior approval in writing from the Minister / Chief Executive administering the Land Act 1994.
4. The lessee must, at all times during the whole term of the lease, allow any person authorised by the Minister administering the Land Act 1994 free and unrestricted access to, from and across the land.
5. 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 marine facility is located or to be located, except while the marine facility is being constructed, or for reasons of health and safety.
6. This Lease is issued in accordance with the provisions of Section 24KA of the Native title Act 1993 (Cth). In accordance with Section 24KA of the Native Title Act 1993 (Cth), the non-extinguishment principle applies.

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Title Reference: 40078756

CONDITIONS (Continued)**ENCUMBRANCES AND INTERESTS**

1. Rights and interests reserved to the Crown by
Lease No. 40078756

ADMINISTRATIVE ADVICES

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

UNREGISTERED DEALINGS

NIL

** End of Current State Tenure Search **

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