

# CURRENT STATE TENURE SEARCH

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 27790835

Search Date: 19/01/2018 15:25

Title Reference: 17669021

Date Created: 21/10/1995

## DESCRIPTION OF LAND

Tenure Reference: PH 40/5196

Lease Type: ROLLING TERM LEASE

LOT 5196 CROWN PLAN PH950  
Local Government: BANANA

Area: 7100.000000 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:  
NO PURPOSE DEFINED

## TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 01/01/1973

Expiring on 31/12/2002

Extended to 31/12/2052

## REGISTERED LESSEE

Dealing No: 717477892 30/08/2016

ROBERT IAN DE GUNST  
HELEN MELISSA GLASGOW TRUSTEE  
UNDER INSTRUMENT 717477892

## CONDITIONS

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## CONDITIONS

A126 SPECIFIED CONDITIONS FOR: Term Lease  
PURPOSE: Rolling term lease - Pastoral

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

REGULATORY-CONDITIONS:-----  
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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;

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- 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

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- 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. Extension: The lease is subject to the extensions of rolling term leases provision of the Land Act 1994 and the Minister must grant an extension of the term of a rolling term lease if the lessee makes an application in the approved form. The extension will be for the original term of the lease and may be given subject to condition changes.
  6. Jurisdiction: The lessee is subject to the Land Act 1994 and all other relevant Queensland and Commonwealth legislation.
  7. 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:-----  
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These conditions relate to this lease.

Improvements or development on or to the land

1. The lessee must during the whole term of the lease, to the satisfaction of the relevant authorities, maintain existing improvements and boundary fencing on the land in a good and substantial state of repair.

Quarry material

1. The lessee must allow any person authorised under the Forestry Act 1959 access to the leased land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the leased land.  
Except as hereinafter provided the lessee must not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the leased land without the permission of the Minister administering the Land Act 1994 except under the authority of and in compliance in every respect with the requirements or a permit, licence, agreement or contract granted or made under the Forestry Act 1959.

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## ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Lease No. 17669021
2. AMENDMENT OF LEASE CONDITIONS No 715949595 13/08/2014 at 05:00  
THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.
3. MORTGAGE No 717477931 30/08/2016 at 11:39  
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

## ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
711655783	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	19/05/2008 11:35	CURRENT
717076269	ADMIN NOTING SEE DEALING FOR RELEVANT LEGISLATION	18/02/2016 09:03	CURRENT
717851307	CON COM AGMT MINERAL AND ENERGY RESOURCES (COMMON PROVISIONS) ACT 2014	20/02/2017 15:18	CURRENT

**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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Requested By: D-ENQ PROPERTY & TITLE SEARCH