

CURRENT STATE TENURE SEARCH

ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Request No: 12071386

Search Date: 08/08/2011 11:26

Title Reference: 40053467

Date Created: 16/03/2007

DESCRIPTION OF LAND

Tenure Reference: TL 0/231189

LOT 903 SURVEY PLAN 179376
County of STANLEY Parish of SOUTH BRISBANE
Local Government: BRISBANE CITY

Area: 0.412800 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

No Future Conservation Area

Purpose for which granted:
RESIDENTIAL

TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 21/12/2006

Expiring on 20/12/2036

REGISTERED LESSEE

Dealing No: 711048532 01/10/2007

BODY CORPORATE FOR CASTLEBAR COVE COMMUNITY TITLES
SCHEME 37148

CONDITIONS

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- A78 (1) The lessee must use the leased land for marine facility purposes namely for the berthing of vessels. Ownership and maintenance of any landings are to remain in the ownership and care of the subject site (Lots 4, 5 & 6 on RP68039 and Lot 1 on RP10961. The marina is exclusively for the use by the occupants of the approved multi unit dwelling over Lots 4, 5 & 6 on RP68039 and Lot 1 on RP10961. The marina and berths are not to be made available to the general public. The access gate to the River Walk is to be locked at all times and access managed by the Body Corporate. The design of the gate to the Riverwalk is to be Riverwalk standard balustrade type in accordance with the "Public Riverside Facilities Design and Maintenance Manual". No vehicular access to the marina from the Riverwalk (except emergency vehicles). The marina is for mooring purposes only (eg no habitation, servicing, maintenance or refuelling of vessels is to occur. Any damage caused by maintenance of the marina, to the Riverwalk, cantilever structures, riverwall or other Council property must be rectified to the satisfaction of the Regional Manager Local Asset Services East and the Principal Engineer Infrastructure Management. The Riverwalk shall remain open at all times. If the walkway width is to be reduced during maintenance activities appropriate warning signage and barriers must be erected. A minimum clear width between obstructions of 1.8m must remain open at all times. The walkway width may be so reduced for a maximum period of 5 days and is not to include weekends or public holidays. The general operation of the marina is not to impede in any way the function of the Riverwalk. Any maintenance activities that impact on the Riverwalk must have approval of the Regional manager Local Asset Services East. At least 7 days written notice shall be given to the Regional Manager Local Asset Services East prior to any planned maintenance being undertaken. This will not apply to emergency works, in which case the Regional Manager Local Asset Services shall be notified immediately. The Body Corporate of the approved Multi Unit dwelling over Lots 4, 5 & 6 on RP68039 and Lot 1 on RP10961 shall be liable for the cost of removal/independent support of the marina walkways should maintenance of the Riverwalk require this. The only services which are to connect to the marina are water supply for fire fighting purposes, electricity for the lighting of the marina and general electrical, water and sewer uses directly associated with the operation of the vessel sewerage pumpout facilities to comply with the Transport Operations (Marine Pollution) Act and Regulations 1995. No other services are to be connected. Provision of a written agreement to indemnify the Council against any liability caused in relation to the use of the Marina, the use of Riverwalk to access the marina or the loss

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of access to the marina due to maintenance, repair or decommissioning of Riverwalk. The Body shall be responsible for the maintenance of the marina up to and including the connections, gate and associated services and the restoration of any bank erosion, upstream or downstream of the marina which may be attributed to turbulence caused by vessels using the marina. The Community Management Statement shall set down the processes and notices for the above requirements to the approval of Local Asset Services. This lease shall also preclude any uses of the lease area other than for pontoons and walkways for access to or mooring of vessels and require removal of all mooring improvements upon cancellation or surrender of the lease.

- (2) This lease may be forfeited if not used for the purpose stated above.
- (3) The annual rent must be paid in accordance with the Land Act 1994.
- (4) The Parties acknowledge that GST may be payable in respect of a supply made under this lease. Where GST becomes payable in respect of a supply made under this lease, the State (lessor) may recover the GST from the lessee by increasing the consideration payable by the lessee to the State by an amount equal to that which the State is obliged to remit to the Commonwealth as GST on the supply and that amount may be recovered from the lessee as part of the money payable to the State under this lease. The State will upon request by the lessee, issue to the lessee a valid GST tax invoice in respect of any taxable supply made under this lease. (NOTE: For the purposes of this condition "GST" means the goods and services tax which results from the enactment of A New Tax System (Goods and Services Tax) Act 1999 and the related Acts which constitute the Commonwealth taxation reform (as amended from time to time)).
- (5) The lessee must pay the cost of any required survey or re-survey of the leased land.
- (6) The lessee must control pest 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 Brisbane City Council.
- (7) The lessee has the responsibility for a duty of care, to take all reasonable and practicable 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 management of the leased land.
- (8) The lessee must ensure that the use and development of the leased land conforms to the Planning Scheme, Local Laws and requirements of the Brisbane City Council, binding on the lessee.
- (9) The lessee must give the Minister administering the Land Act

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- 1994, information about the lease, when requested.
- (10) The lessee must not clear any vegetation on the leased land, unless in accordance with the Integrated Planning Act 1997.
 - (11) No compensation for improvements or developmental work is payable by the State at the forfeiture, surrender or expiry of the lease, but the lessee has the right to remove the lessees moveable improvements within a period of three (3) months from the forfeiture, surrender or expiry of the lease, provided all money due by the lessee to the State on any account whatsoever has been paid, or be required to remove those improvements as specified in any further condition of lease.
 - (12) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.
- A90 Further to Condition A78 above, the lessee must remove all improvements and rehabilitate the area to the satisfaction of the Minister administering the Land Act 1994 from the date of surrender, forfeiture or expiry of the lease.
- A91 If the lessee fails to remove the improvements and rehabilitate the area as detailed in Condition A90 above, the Minister administering the Land Act 1994, can remove the improvements and rehabilitate the area and is hereby authorised to do whatever is necessary to effect the said removal and rehabilitation. The said Minister may recover from the lessee the total cost incurred in the said removal and rehabilitation.
- C346 The lessee must not carry out or allow to be carried out, any offensive, noxious or noisy occupation or business, upon the leased land, in accordance with the Environmental Agency.
- C354 If, as a result of carrying out works or any other cause attributable to the lessee any bank or revetment wall is damaged or displaced, the lessee must, at the lessees' expense, restore the bank of revetment wall to its former condition and take such other action as is necessary to ensure the stability of the bank or revetment wall to the satisfaction of the Environmental Protection Agency.
- E22 The lessee must, protect the leased land from erosion and effect such works as are considered necessary.
- H123 The provision of access to the leased land will not be the responsibility of Brisbane City Council or the State.
- H126 The lessee must, at all times during the whole of the term of the lease, allow the State free and unrestricted access to, from and across the leased land.

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I61 The lessee hereby covenants and agrees with the Minister administering the Land Act 1994, that by virtue of the execution of this lease, no liability is stated or implied or will attach to the said Minister in respect of any loss or damage to the leased land or to any improvements thereon caused by the effects of inundation by seawater by storm surge, other forms of tidal flooding, any variation in sea levels or other result or consequence caused by global climatic change.

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- I64 (1) The lessee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 (Commonwealth) or, in any other case, to the satisfaction of the Minister administering the Land Act 1994, 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 leased land or any improvements thereon and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof. Such policy must:
- (a) be for an amount of not less than ten million dollars (\$10,000,000.00) in respect of all claims arising out of a single event or such higher amounts as the Minister may reasonably require;
 - (b) be effected on a "claims occurring" basis so that any claim made by the lessee under the policy after expiration of the period of policy cover but relating to an event occurring during the currency of the policy will be covered by the policy subject to the claim meeting the policy's other terms and conditions;
 - (c) be effected on such other reasonable terms and conditions as may be required by the Minister; and
 - (d) be maintained at all times during the currency of the lease .
- (2) 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.
- (3) The lessee must renew such policy, at the lessees' expense, each year during the currency of this lease and forward a certificate of currency to the said Minister within 14 days of the commencement of each respective renewal period.
- (4) Upon receipt of a Notice of Cancellation, the lessee must immediately effect another public liability policy in accordance with the provisions of this condition.
- (5) Clause (1) of this 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.
- (6) Clause (1) of 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.

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- I66 The lessee indemnifies and agrees to keep indemnified the Minister administering the Land Act 1994, and the State of Queensland, (the "Indemnified parties") against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses ("Claim") arising out of or in any way connected to or resulting from the granting of this lease to the lessee or which is connected to or resulting from the lessees' use and occupation of the leased land (all of which are referred to as "the indemnified acts or omissions") save to the extent that the Claim arises as a result of any negligent act or omission of the Indemnified parties, however, any negligent act or omission of one of the Indemnified parties does not negate the indemnity to any of the other Indemnified party/ies. The lessee hereby releases and discharges the Indemnified parties from any claim relating to the indemnified acts or omissions which may be made against the Indemnified parties.
- L110 The lessee must at its own cost, to the satisfaction of the Minister administering the Land Act 1994, maintain all improvements on the leased land in a good and substantial state of repair.
- T31 The lessee must not in any way interfere with any navigation mark or light erected on the leased land.
- T32 The lessee must, to the satisfaction of the Department of Transport, keep the sight line of any navigation leads which cross the leased land clear of obstructions. However, with the prior approval of the Department of Transport, the lessee may make alternative arrangements for relocating any of the said leads.
- T34 The lessee must supply, install and maintain, at the lessees' expense, any navigation lights, buoys, marks and warning signs which the Regional Harbour Master, Department of Transport considers necessary.
- T35 All works constructed in, on, over, through or across and below high water mark within the leased land must be maintained.
- T36 The lessee must at all times take the necessary precautions to ensure that all lights on or above the leased land are shielded to prevent glare or reflection which may interfere with safe navigation of surrounding waterways or with reasonable enjoyment of neighbouring properties .
- U44 The leased land must only be used in conjunction with the adjoining freehold land.
- U46 The lease is tied to the adjoining freehold land and separate transfers are not allowed.

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V17 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 or nature whatsoever, without the prior approval in writing from the Minister administering the Land Act 1994.

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Lease No. 40053467
2. COVENANT No 713733037 25/02/2011 at 15:12
THE STATE OF QUEENSLAND
(REPRESENTED BY DEPARTMENT OF ENVIRONMENT AND RESOURCE
MANAGEMENT)

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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Requested By: D APPLICATIONS GLOBAL X

Search Receipt Number: 15869023

Account:	pls12725
Reference:	40053467
Matter:	2651384
Type of Search:	DNRTIT: Title Search Statement
Date:	Mon Aug 8 11:26:51 2011
Total Cost Including GST:	17.93
Total GST:	1.63

