

Queensland Titles Registry Pty Ltd  
 ABN 23 648 568 101

<b>Title Reference:</b> 40074374	<b>Search Date:</b> 31/01/2025 07:14
<b>Date State Tenure Created:</b> 31/10/2017	<b>Request No:</b> 50726195
<b>Previous Title:</b> 40017003	

**DESCRIPTION OF LAND**

Tenure Reference: TL 240074  
 Lease Type: TERM  
 LOT 7 CROWN PLAN TT309  
 Local Government: CENTRAL HIGHLANDS  
 Area: 23.000000 Ha. (ABOUT)  
 No Land Description  
 No Forestry Entitlement Area  
 Purpose for which granted:  
 WATER FACILITY

**REGISTERED LESSEE**

Dealing No: 722153502 05/12/2022  
 CITRICORP PTY LTD A.C.N. 113 480 603 TRUSTEE  
 UNDER INSTRUMENT 722153502

**TERM OF LEASE**

Term and day of beginning of lease  
 Term: 20 years commencing on 19/10/2017  
 Expiring on 18/10/2037

**CONDITIONS**

A127 SPECIFIED CONDITIONS FOR: Lease for a Term of Years  
 PURPOSE: Water facility  
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 STATUTORY CONDITIONS:  
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 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.  
 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.

**CONDITIONS (Continued)**

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 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; -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 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 twenty (20) million and have no per event sublimit or such higher amounts as the

**CONDITIONS (Continued)**

- 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 its 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 lease 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:-----  
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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 cultivation on the leased land and shall construct firebreaks on the leased land as required by and to the satisfaction of the Minister administering the Land Act 1994 also maintain improvements on the land.
- 2. 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.
- 3. 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

**CONDITIONS (Continued)**

- cost incurred in the said removal.
- Conversion or renewal of the lease
- 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
- The provision of access to the land will not be the responsibility of Central Highlands Regional Council and the State.
- Quarry Material and Forest products
- 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 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
- The lessee must, within three (3) months from the commencement of the lease, at the lessees' expense provide, erect and maintain erected notice boards in prominent positions on the road frontages of the leased land or where roads enter such land, stating clearly that the leased land is a Camping and Water Reserve and that it may be used for that specific purpose.
  - The lessee must manage the leased land in a manner that will not interfere with or restrict the rights of the public in the use of the leased land for the purpose Camping and Water Reserve for which it was dedicated.

**ENCUMBRANCES AND INTERESTS**

- STATE LEASE No 702966927 22/10/1998 at 07:54  
 This State Lease affects a Reserve - see Title Reference 49008191
- COVENANT No 714377764 23/03/2012 at 11:20  
 restricts dealings over  
 LOT A ON PLAN AP6827 AND LOT 7 ON PLAN TT309
- SUB LEASE No 721265934 18/11/2021 at 14:08  
 ANDREW KEELEY INVESTMENTS PTY LTD A.C.N. 120 087 158 TRUSTEE  
 UNDER INSTRUMENT 721265934  
 OF THE WHOLE OF THE LAND  
 TERM: 01/11/2021 TO 30/06/2031 OPTION NIL

**ADMINISTRATIVE ADVICES**

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

**UNREGISTERED DEALINGS**

NIL

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Title Reference:	40074374
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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)