

P E R M I T T O O C C U P Y N O. 06/7022

Pursuant to the provisions of Section 371A of the Land Act 1962

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QUEENSLAND FISH INDUSTRIES PTY LTD

is hereby permitted to occupy, subject to the requirements of the Gold Coast City Council, the area of land described in Schedule 1 hereunder subject to the conditions more particularly detailed in Schedule 2.

This Permit to Occupy commenced on the twenty-sixth day of November, 1992.

GIVEN under my hand at Brisbane, this 19 March 1993.

CTPI 49-Sch4

The delegate of the Minister for Lands.

SCHEDULE 1

L.A.D.: Brisbane County: Ward Parish: Gilston Region: South Coast

Description: Lot 1 on PER 7022 over an area of about 0.5550 ha as shown in red on the attached plan.

SCHEDULE 2

1. The rent shall be paid yearly in advance and shall be at the rate of CTPI 49-Sch4 per annum.
2. The Minister administering the Land Act 1962 reserves the right to review and amend the rent of this Permit at any time.
3. The permittee shall use the permit area as a site for the receipt, storage and sale of seafood products and as a wholesale/retail outlet for such products and for no other purpose whatsoever.
4. The permittee shall not under any circumstances, enter into any arrangements to sublet, dispose of, or transfer the occupancy.
5. In the event of the permittee ceasing to use the land for the express purpose for which the Permit is issued, the occupancy shall be terminated forthwith.
6. No compensation whatsoever shall be payable by the Crown on termination of the occupancy, but the permittee shall remove all improvements within one (1) month from the date of termination of the permit.
7. The permit shall be terminable at any time at the discretion of the Minister administering the Land Act 1962 on notice in writing by the Department of Lands or immediately upon cessation of the Incorporation.
8. The permittee shall at its own expense and to the reasonable satisfaction of the Department of Lands and subject to and in accordance with the approval of all relevant Government Authorities and Instrumentalities carry out connection of all services required in respect of the improvements being made by the permittee AND the re-location of existing services including (without limiting the generality of the foregoing) water or electricity, fuel and drainage necessary as the result of the permittee's development of the permit area irrespective of the fact that such services or some of them are for the benefit or partly for the benefit of land or improvements other than the permit area and the improvements thereon.
9. The permittee shall indemnify and keep indemnified and save harmless the Minister administering the Land Act 1962, the Crown in right of Queensland and all and every instrumentality of the Government of Queensland and the Gold Coast City Council from and against all losses, damages, claims, demands, actions, suits, proceedings, costs and expenses which may be brought against or made upon it or any of them or which it or any of them may pay, suffer, sustain or be put to by reason of in consequence of or in connection with the grant and/or existence of this permit and by reason of, in consequence of or in connection with the user or attempted user of the area the subject of the permit.

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10. The permittee shall forthwith effect a Public Risk policy of Insurance with an authorised insurer approved by the Minister administering the Land Act 1962 naming the Minister administering the Land Act 1962, the Gold Coast City Council and the permittee as the insured. Such policy shall:

- (a) be for the amount of \$10 million in respect of any person, firm or corporations or such higher amounts as shall be determined by the said Minister and shall include a cross liability clause, the purpose of which requires the insurer to accept the term "insured" as applying to each of the persons insured as if a separate policy of insurance has been issued to each of them.
- (b) be maintained at all times during the currency of the permit.
- (c) contain provisions acceptable to the said Minister that will:
 - (i) require the insurer whenever the insurer gives to or serve upon the permittee, any Insurance Broker or agent of the permittee, a Notice of Cancellation or any other Notice under or in relation to the policy, at the same time, to inform the said Minister, in writing, that the Notice has been given to or served upon the permittee, Insurance Broker or agent; and
 - (ii) provide that the Notice or Claim given to the insurer by the said Minister, the Gold Coast City Council or the permittee shall be accepted by the insurer as a Notice of Claim given to the Insurer by the said Minister, the said Council and the permittee.

11. With respect to "AREA A" of the permit area:

- (a) The permittee shall use such area for refrigerated storage of seafood products and for wholesale and/or retail outlet purposes only;
- (b) The permittee shall at all times comply with all of the requirements of the Council of the City of Gold Coast in relation to their activities on the Permit Area;
- (c) Upon termination of the permit, all structural improvements shall be removed within one (1) month from the date of termination, such to be to the satisfaction of both the Department of Lands and the Council of the City of Gold Coast; and
- (d) The permittee shall deliver to the Minister administering the Land Act 1962, a Performance Guarantee Bond issued by a Trading Bank approved by the said Minister for the sum of CTPI 49-Sch4 in a form approved by the said Minister on demand as surety for the completion, for demolition and removal as may occur or be required by the terms and conditions hereof.

12. With respect to "AREA B" of the permit area:

- (a) The permittee shall use such area for the receipt of seafood products and for purposes incidental hereto;
- (b) The wharf located on such area is to remain in the ownership of the Crown and use of such wharf is to be restricted to purposes incidental to the loading and unloading of seafood products;
- (c) The permittee shall at all times allow the Crown, its officers, employees, agents and servants free and unrestricted access to the wharf located on such area; and
- (d) The permittee shall at all times maintain the wharf situated on the permit area in a good and substantial state of repair.
- (e) The permittee shall, at all times where practical and taking into account the permittee's entitlement to grant preference to the permittee's own suppliers, allow fisherman and their servants and agents lawfully supplying persons or corporations other than the permittee together with such other persons and corporations and their servants and agents right of ingress and regress over and upon the wharf area and any paths leading thereto or therefrom for the purposes incidental thereto for the unloading and transporting seafoods;

- (5) The permittee shall at all times where practical and taking into account the permittee's entitlement to grant preference to the permittee's own suppliers, allow any persons or corporations and their servants or agents the right to use the wharf area for the purpose of lifting from the water or any vessel upon the water any article which the permittee in its reasonable opinion shall decide cannot be safely lifted from the water in any other manner together with the right of ingress egress and regress over and upon the wharf area and any paths leading thereto for the aforesaid purposes;
- (g) The permittee shall comply with the provisions of the Harbours Act 1955, the Queensland Marine Act 1958, the Pollution of Waters by Oil Act 1973, the Clean Air Act 1963, and the Clean Waters Act 1971, including any Act in amendment thereof or in substitution therefore and all regulations and by-laws for the time being in force thereunder, but not restricted to;
- (h) The permittee shall not in any way interfere with any navigation mark or light erected (whether erected before or after the date of commencement of the permit) lawfully on the permit area or any structure thereon, nor shall the permittee be entitled to take any objection or claim any compensation in respect thereon.
- (i) The permittee shall to the satisfaction of the Regional Harbour Master keep the sight line of any navigation leads which crosses the permit area clear of obstructions. However, the permittee may make alternative arrangements for relocating any of the said leads, provided that the prior approval of the Regional Harbour Master is obtained.
13. With respect to "AREA C" of the permit area:
- (a) The permittee shall not unduly restrict the rights of the public or adjoining owners to use the area for access purposes; and
- (b) The permittee shall not effect any structural improvements on this area however, the permittee shall maintain such area as suitable for vehicular/public pathway purposes.

(FAILURE TO COMPLY WITH THE ABOVEMENTIONED CONDITIONS SHALL RENDER THIS PERMIT TO OCCUPY LIABLE TO CANCELLATION AS FROM A DATE DETERMINED BY THE MINISTER AND MAY RENDER THE PERMITTEE LIABLE TO THE PROVISIONS OF SECTION 372/3 OF THE LAND ACT 1962)

BEARING	ST.	BRAND
83°32'	1.006	
92°17'	"	
83°32'	"	
357°27'	"	
75°22'	12.231	
83°32'	0.963	
263°32'	3.996	
357°41'	2.525	

11/10/20

10 O/P. not fd
at 1.0 deep

284

POR. 318

Wyd. ÷ 127

POR. 273

Id. 3813

0.05N. 0.09E

9 OIP not fit
as 1:1 deep

SEAWORLD
2.57

CIP not Fd
at 1.0 dec

POR. 28

Wd. 3564

No O
MKS

B

A

 1736 m^2

359

1235

FOR

Ms. 2995.

No O. /
Mks 2

FOR. 260

Wd. 3117

POR. 215

Wd. 2953

Peg placed behind kerb at stns
6, 12, 17, 18, 19, & 20

PERMIT TO OCCUPY SHOWN



R