

Department of Public Lands,
Brisbane, 10th March, 1911.

IT is hereby notified that the land hereunder described, situated in the Normanton Land Agent's District, will, in terms of section 40 of "The Land Act of 1910," be open for Pastoral Lease on and after WEDNESDAY, the TWELFTH day of APRIL, 1911, at ELEVEN O'CLOCK A.M., at the COOKTOWN LAND OFFICE, for the term of lease and at the Annual Rental for the first period of ten years stated in each case respectively.

The value of any improvements on the land must be paid by the successful applicant within twenty-one days after notice of such value as by law determined has been given to him.
11-6096—Mc.

EDWARD H. MACARTNEY.

THE NORMANTON LAND AGENT'S DISTRICT.
(Applications to be lodged at the Cooktown Land Office.)

KING JUNCTION.—Area, about 370 square miles.

Term of lease, 30 years.

Annual rent, 9s. per square mile.

Commencing on the right bank of the Palmer River at a box-tree marked broad-arrow over S.1. over S.2, and bounded thence by lines bearing three hundred and twenty-six degrees about 5 miles, north about 14 miles, east crossing King River about 24 miles, south crossing Annie Creek about 12 miles 40 chains, one hundred and ten degrees crossing Saraga Creek about 1 mile 56 chains, and two hundred and ten degrees about 5 miles to the Palmer River at a gum-tree marked broad-arrow over P.2 over S; and thence by the right bank of that river downwards about 21 miles in a direct line to the point of commencement;—being the land comprised in O.L. 369, Cooktown, O.L. 395, Normanton, and vacant country adjoining.

THURA.—Area, about 235 square miles.

Term of lease, 30 years.

Annual rent, 9s. per square mile.

Commencing on the right bank of the Palmer River at a gum-tree marked broad-arrow over S.3. over S.5., and bounded thence by lines north about 17 miles, east about 14 miles, south about 4 miles, and one hundred and forty-six degrees about 5 miles to the Palmer River at a box-tree marked broad-arrow over S.1. over S.2.; and thence by the right bank of that river downwards about 19 miles in a direct line to the point of commencement;—being the land comprised in O.L.'s 336 and 459, and vacant country adjoining.

DRUMDUFF.—Area, 269 square miles.

Term of lease, 25 years.

Annual rent, 10s. per square mile.

Commencing at the north corner of Highbury Holding, being a point 4 miles 3 chains north of a gum-tree marked broad-arrow over D 10 over D 11 on the right bank of the Mitchell River, and bounded thence by lines bearing forty-three degrees thirty minutes 5 miles 18 chains, east about 25 miles 32 chains, and south crossing the Palmer River and passing through two gum-trees marked broad-arrow over S 3 over S 5 and broad-arrow over MD 1 on the right and left banks respectively, about 15 miles 8 chains to Highbury Holding; thence by that holding bearing three hundred and two degrees about 5 miles 8 chains and three hundred degrees about 7 miles 32 chains to the Palmer River at a point 16 chains south and 16 chains east from a box-tree marked broad-arrow over 72 on the opposite bank; thence by a line north-westerly crossing the river to that tree; thence by the right bank of that river downwards about 6 miles 64 chains to a point 56 chains south-westerly from a bloodwood-tree marked broad-arrow over 79; and thence by Highbury Holding bearing three hundred degrees passing 6 chains west of a box-tree marked broad-arrow over 80 about 13 miles 64 chains to the point of commencement;—comprising O.L.'s 415, 427, 433, and 473, and adjoining vacant land to north and south.

STRATHLEVEN.—Area, 351 square miles.

Term of lease, 30 years.

Annual rent, 10s. per square mile.

Commencing at a gum-tree marked broad-arrow over T 1 over P 3 on the left bank of the Palmer River about 5 miles above the confluence of the King River, and bounded thence by lines bearing south 16 miles 36 chains, west about 30 miles 70 chains, and north about 5 miles 23 chains to the said river at a gum-tree marked broad-arrow over MD 1; and thence by the left bank of that river upwards to the point of commencement;—comprising O.L.'s 426 and 430, Meron Downs, Tharwa No. 2, and adjoining vacant land.

Form 17B.]

51
 "THE LAND ACTS, 1910 TO 194⁵¹" AND "~~THE PRICKLY PEAR~~
~~LAND ACTS, 1923 TO 194⁵¹~~"

Occupation License.

License No.: 739

District of Normanton

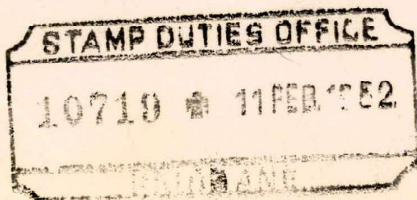
Date: 1st July, 1951.



IN accordance with and subject to "*The Land Acts, 1910 to 194⁵¹*" and "*The Prickly-pear Land Acts, 1923 to 194⁵¹*," I THOMAS ANDREW FOLEY
 Eric Stephen Martel, John
 Secretary for Public Lands, hereby authorise Gilbert William Martel and
 Thomas Philip Martel as tenants in common
 in equal interests. of Strathleven,
 c/- Gamboola, Chillagoe.
 to occupy until 31st December next, and thereafter from year to year, so long as
 the rent fixed from time to time in terms of "*The Land Acts, 1910 to 194⁵¹*," is
 punctually paid, or until this License is determined in the manner hereinafter
 mentioned, the lands in the abovementioned District more particularly described
 in the Schedule hereto. The License shall be determinable at any time with
 respect to the whole or any specified part of the said land by three months'
 notice given by the Minister to the Licensee subject to the provisions of "*The*
Land Acts, 1910 to 194⁵¹," as to abatement of rent. Provided always that the
 whole or any part of the said land may at any time be notified to be open for
 selection under "*The Land Acts, 1910 to 194⁵¹*," and "*The Prickly-pear Land*
Acts, 1923 to 194⁵¹," or be reserved under the said Acts, or be leased under the
 said Acts, and if the whole or any part of the said land is so selected, leased, or
 reserved, the License shall as to the whole or such part thereof, as the case may
 be, and subject to the said provisions as to abatement of rent, be thereby
 forthwith determined.

Special Condition: Nil

GIVEN under my hand the *Twenty second* day of *January* 19*52*.



Thos A. Foley
 Secretary for Public Lands.

[SEE BACK.]

SCHEDULE.

District: Normanton

Date of Notification:

Page of *Gazette*:

County: Strathleven

Parish: Deakin, Basing, Tharwa, Gibbs and Aralba.

Portion or Name of Block: Strathleven Expired Pastoral Holding.

Area: 359 square miles.

DESCRIPTION.

Commencing on the left bank of the Palmer River at the north-west corner of Frome Holding, and bounded thence by that holding south to Strathalan Holding, by that holding west to Drumduff Expired Holding (O.L. 724) by that holding north to the Palmer River, and by the left bank thereof upwards to the point of commencement.

ERPO

BUKALI

K I N G
CONFUR

WONGU

DINGO

SAR

QUINAL
Strathleven Holding
351 Sq. mls.
Act. 10

THURAH

THARWA

STRATHLEVEN N°2

BASING

POMBETE

STRATHLEVEN N°5

MERON

PALMER

RIVER

MERON DOWNS

GIBBS

ARALBA

DEAKIN

S T R A T H L E V E N

ALDENHAM

ALINGTON

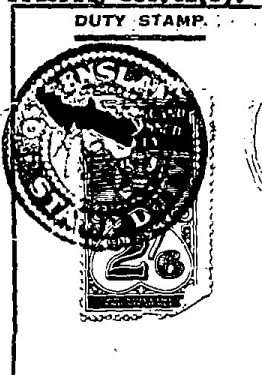
Scale 4 mls. to 1 Inch.

H B U R Y

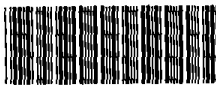
LEASE

PURUMU N°8

Section 16 Act 1927.
Priority Sec. 41(2).



VOL. S 7668 FOL. 56



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DUPLICATE
ORIGINAL STAMPED

TO
BRISBANE



QUEENSLAND.

LEASE OF PASTORAL DEVELOPMENT HOLDING

under Part III., Division I., of
"The Land Acts, 1910 to 1953."

STRATHLEVEN HOLDING 34/1434

COOK District.

Elizabeth, the Second, by the Grace of God, of
the United Kingdom, Australia, and Her
other Realms and Territories, Queen, Head
of the Commonwealth, Defender of the Faith: —

To All to whom these Presents shall come, Greeting:

Whereas, — ERIC STEPHEN MARTEL, JOHN GILBERT WILLIAM MARTEL and
THOMAS PHILIP MARTEL as tenants in common in equal interests,

in Our State of Queensland, in pursuance of Part III., Division I., of "The Land Acts,
1910 to 1953," (hereinafter referred

to as "the said Acts"), are now entitled to a Lease of the Land described in the Schedule endorsed on
these Presents for the term, and at the yearly rent hereinafter mentioned, and with, under, and subject to the
conditions, stipulations, reservations, and provisos in the said Acts, and hereinafter contained: Now Know Ye

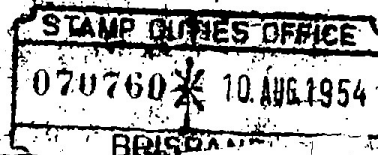
that, in consideration of the premises and of the sum of Three hundred and fourteen pounds two
shillings and six pence, paid for a full year's rent, and of the rent hereby reserved,
We, in pursuance of the said Acts, do HEREBY, for Us, Our Heirs and Successors, Demise and Lease unto the said

ERIC STEPHEN MARTEL, JOHN GILBERT WILLIAM MARTEL and THOMAS PHILIP MARTEL, as
tenants in common in equal interests,

(hereinafter with their Successors in title designated "the Lessees") and their lawful Assigns, ALL THAT
Portion of Land situated in the District of Cook in Our said State more
particularly described in the Schedule hereto, To HOLD unto the Lessees and their lawful Assigns
for and during the term of Thirty + 3 + 20 years, to be computed from the First
day of January in the year One thousand nine hundred and fifty-four
subject to the conditions and provisos in Part III., Division I. of the said Acts,

and in the notification dated the
First day of October, 1953, declaring the said land open for
Pastoral Lease, and to all other rights, powers, privileges, terms, conditions,
provisions, exceptions, restrictions, reservations, and provisos referred to, contained, or prescribed
in and by the said Acts, "The Mining on Private Land Acts, 1909 to 1951," and "The Petroleum
Acts, 1923 to 1950," or any Regulations made or which may hereafter be made under the
aforesaid Acts or any of them: YIELDING AND PAYING unto Us, Our Heirs and Successors, on or before
the Thirtieth day of September in each and every year during the first period of Ten years
of the said term, the yearly rent or sum of Three hundred and fourteen pounds two shillings
and six pence,

being at the rate of Seventeen shillings and six pence
per square mile per annum on the total area of the said Holding, and (subject to the provisions of the
said Acts) in each and every year during each succeeding period of Ten years,
such yearly rent or sum as shall from time to time be determined by the Land Court,



such payments to be made at the Treasury in Brisbane, in Our said State, or at such other place as may from time to time be appointed by the Governor of Our said State in Council: Provided nevertheless and these presents are upon the express conditions that the lessees shall, (1) within five years from the commencement of the said term, and to the satisfaction of the Minister, ringbark an area of not less than 2,000 acres of open box country on the holding, in equal proportions during each year of such period, and thereafter maintain such area free from regrowth, suckers and undergrowth, and shall, within a reasonable time from the commencement of the said term, apply to the Land Commissioner for a permit to ringbark the area on the holding required to be ringbarked in performance of this condition; shall (2) within five years from the commencement of the said term, provide on the holding suitable accommodation for a married couple; such accommodation to conform to the requirements of "The Workers' Accommodation Act of 1952," and shall (3) during the whole term of the lease, maintain all improvements on the holding existing at the commencement thereof, together with the improvements effected in compliance with condition (2) above-mentioned, in a good and substantial state of repair. The provisions of section 148 of "The Land Acts, 1910 to 1955," shall be varied with respect to the holding so that no resumption under that section shall be made from the holding during the term of the lease.

PROVIDED, ALWAYS AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all Gold and Minerals (the term "Minerals" to have the same meaning as in "The Mining on Private Land Acts, 1909 to 1951"), on and below the surface of the said Land, and all Mines of Gold and Minerals, on and below the surface of the said Land: AND WE DO HEREBY ALSO RESERVE unto Us, Our Heirs and Successors, and to such persons as shall from time to time be duly authorised by Us in that behalf, during the term of the said Lease, the free right and privilege of access, including ingress, egress, and regress, into, upon, over, and out of the said Land, for the purpose of searching for or working Gold and Minerals, or any of them, or Mines of Gold and Minerals, or any of them, in any part of the said Land: AND WE DO HEREBY ALSO RESERVE unto Us, Our Heirs and Successors, all Petroleum (the term "Petroleum" to have the same meaning as in "The Petroleum Acts, 1923 to 1950"), on or below the surface of the said Land: AND ALSO all rights of access for the purpose of searching for, and for the operations of obtaining Petroleum in any part of the said Land: AND ALSO all rights of way for access and for pipe lines and other purposes requisite for obtaining and conveying Petroleum in the event of Petroleum being obtained in any part of the said Land: AND WE DO HEREBY ALSO RESERVE unto Us, Our Heirs and Successors, all Helium found in association with Petroleum in any part of the said Land: AND WE DO FURTHER RESERVE the right of any person duly authorised in that behalf by the Governor of Our said State in Council at all times to go upon the said Land, or any part thereof, for any purpose whatsoever, or to make any survey, inspection, or examination of the same.

In Testimony whereof, We have caused this Our Lease to be sealed with the Seal of Our said State.

Witness Our Trusty and Well Beloved SIR JOHN DUDLEY LAVARACK, Lieutenant-General on the Retired List of Our Australian Military Forces, Knight Commander of Our Most Excellent Order of the British Empire, Companion of Our Most Honourable Order of the Bath, Companion of Our Most Distinguished Order of Saint Michael and Saint George, Companion of Our Distinguished Service Order, Governor of Our State of QUEENSLAND and its Dependencies, in the Commonwealth of Australia, at Government House, Brisbane, in Queensland aforesaid, this 15th day of July, in the third year of Our Reign, and in the year of Our Lord One thousand nine hundred and fifty-four.

John Lavarack

7668/56 3/

Schedule referred to in the within Lease.

Hold

Strathleven

34/1434

District: Cook

Lot 1434 on plan H 2071

Area: Three hundred and fifty-nine square miles.

Amended Area: Three hundred and fifty-six and three-quarters square miles.
Description:

Commencing on the left bank of the Palmer River at the north-west corner of Frone Holding (being at a gum-tree marked broad-arrow over T1 over P3), and bounded thence by that holding about 180 degrees sixteen and a half miles to Strathallen Holding, by that holding about 270 degrees thirty-one and a quarter miles to Drumuff Holding, by that holding about 360 degrees five miles to the Palmer River at a gum-tree marked broad-arrow over MD1; and by the left bank thereof upwards about thirty-nine and three-quarters miles to the point of commencement; exclusive of a road ten chains wide.

MORTGAGE No. 207788 from Laurence Joseph Colgrave, Alice Josephine Colgrave, Alan James Colgrave and Raymond Francis Colgrave to CORPORATION OF TOWNVILLE, securing advances as therein set forth.

Registered:

JAN. 23 1985

Registrar of Dealings

Mortgage No. 210958 from Laurence Joseph Colgrave, Alice Josephine Colgrave, Alan James Colgrave and Raymond Francis Colgrave to AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED, securing advances as therein set forth.

For Regd.

31 JAN 1986

Registrar of Dealings

Pursuant to the provisions of Section 5, of the Land Act Amendment Act 1986 the term of the within lease is extended by 30 years.

Registrar of Dealings

TRANSFER of the Lessee's Interest in the within-described Holding to LAURENCE JOSEPH COLGRAVE and RAYMOND FRANCIS COLGRAVE as tenants in common in the interests of 3/4 and 1/4 respectively.
Registered: 22.00.1985

Mortgage No. 215332 from Laurence Joseph Colgrave and Raymond Francis Colgrave to QUEENSLAND INDUSTRY DEVELOPMENT CORPORATION, securing advances as therein set forth.

Registered: 20.00.1985

Registrar of Dealings

WARRANT OF EXECUTION No. 2 of 1989 issued out of Magistrates Court at Townville on the 22nd day of February, 1989.

DEALING No. 210958
PRODUCED 25 OCT 1990
REGISTERED 28-6-1989

REGISTRAR OF DEALINGS

JOHN MICHAEL KRZICKA

now the registered lessee of the within-described holding

TRANSFER No. K442125N

PRODUCED 25 OCT 1990

REGISTERED ~ 8 NOV 1990

REGISTRAR OF DEALINGS

Memorandum of Mortgage to AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

No. K442129Y

PRODUCED 25 OCT 1990

REGISTERED ~ 8 NOV 1990

REGISTRAR OF DEALINGS

AS FROM 1989/12/31 THE ITEMS LISTED IN THE SCHEDULE HEREUNDER ARE THE PARTS OF THE WITHIN-DESCRIBED HOLDING CONSEQUENT UPON THE EXPIRATION OF THE TENANT'S SURRENDERED FOR SPECIAL LEASE PURPOSES AND UPON REDEMPTION OF THE AREA.
ANNUAL RENT: \$1274.00
AREA: APT. 89200 HA
DESCRIPTION: LOT 1 ON PLAN 584

DEALING No. K574411J

PRODUCED 12 MAR 1991

REGISTERED 19 MAR 1991

Registrar of Dealings

Transfers and Mortgages.

Consequent upon the resumption for road purposes of part of

the within-described Holding
the area of the same is amended to 3562 square
miles as
1.10.1954.

For Secretary, Land Administration Board.

TRANSFER of the Lessee's Interest in the
within-described holding to Gordon Hamill and
Dawn Hamill his wife as tenants in common in
equal interests.

Registered:

For Secretary, Land Administration Board.

Mortgage No. 129263 from Gordon Hamill
and Dawn Hamill, Eric Stephen Martel,
John Gilbert William Martel and Thomas
Philip Martel

10/10/54

For Secretary, Land Administration Board.

TRANSFER of the Lessee's Interest in the
within-described holding to Raymond George Piggott,
Raymond William Piggott, Jill Piggott wife of
Raymond William Piggott and Robert Wellington
Burstall as tenants in common in the interests
of 2/5ths, 1/5th, 1/5th and 1/5th respectively.

Registered:

For Secretary, Land Administration Board.

Mortgage No. 132642 from Raymond George
Piggott, Raymond William Piggott, Jill
Piggott and Robert Wellington Burstall to
THE NATIONAL BANK OF AUSTRALASIA LIMITED
securing advances as therein set forth.

Registered:

For Secretary, Land Administration Board.

Consequent upon the provisions of Sec. 11, "The Land Acts
Amendment Act of 1967" the term and current rental period
of the within lease is extended for three (3) years.

For Secretary, Land Administration Board.

TRANSFER of the Lessee's Interest in the
within-described holding to RAYMOND WILLIAM
PIGGOTT and JILL PIGGOTT his wife as
tenants in common in equal interests

Registered:

For Secretary, Land Administration Board.

In terms of MORTGAGE Conversion Act 1972 4
the area of the within-described holding is
amended to 923.979.52

Registered:

Mortgage No. 161128 from Raymond William
Piggott and Jill Piggott
Australia and New Zealand Bank Limited
this 3rd day of April 1974
Registered: APR 1974
For Secretary, Land Administration Board.

RELEASE REGISTERED
Mortgage No. 161128 from Raymond
William Piggott and Jill Piggott
Commonwealth Development Bank of Australia
securing advances as therein set forth.
Registered: 27 NOV 1970
For Secretary, Land Administration Board.

Mortgage No. 180506 from Raymond
William Piggott and Jill Piggott
RURAL RECONSTRUCTION BOARD
securing advances as therein set forth.
Registered: 10/10/54
For Secretary, Land Administration Board.

TRANSFER of the lessee's interest in the
within-described holding to LAURENCE
JOSEPH COLGRAVE, ALICE JUNE COLGRAVE,
LAURENCE JOSEPH COLGRAVE junior, ALAN
JAMES COLGRAVE and the said LAURENCE JOSEPH
COLGRAVE as trustee for Raymond Francis
Colgrave as tenants in common in equal
interests

Registered: FEB - 3 1983

Registrar of Dealings

MORTGAGE No. 198733 from Laurence Joseph
Colgrave, Alice June Colgrave, Alan James
Colgrave, Laurence Joseph Colgrave junior
and the said Laurence Joseph Colgrave as
trustee to RAYMOND WILLIAM PIGGOTT and
JILL PIGGOTT securing advances as therein
set forth.

Registered: FEB - 1983

Registrar of Dealings

TRANSFER of the Lessee's Interest in the
within-described holding to LAURENCE JOSEPH
COLGRAVE, ALICE JUNE COLGRAVE, LAURENCE
JOSEPH COLGRAVE jnr., ALAN JAMES COLGRAVE
and RAYMOND FRANCIS COLGRAVE as tenants in
common in equal interests

JAN-23 1985

IN terms of Regulation 41A (1) of
the Land Regulations the description
of the Land comprised in the within
lease is amended to lot 1434

PH2071

Registrar of Dealings

14 DEC 1992 *H. L. L. L.*
REGISTRAR OF TITLES

His Excellency the Governor in Council, by Order in Council dated the 3 day of DEC, 1992 has directed that the items listed in the Schedule hereunder are the amended particulars of the within described holding following approval of the Mutual exchange of an area surrendered from Drumduff Holding 34/2007

Area: 93300 ha
Description: lot 1 on CP848572
Annual rent: \$2053.00 as from 2 JUL 1992

DEALING No. L 3028156
PRODUCED 14 DEC 1992
REGISTERED 14 DEC 1992 *H. L. L. L.*

National Australia Bank Limited

is mortgagee under mortgage No. K442129Y
TRANSFER NO. L 458566B
PRODUCED 21 APR 1993
REGISTERED 27 APR 1993 *H. L. L. L.*
REGISTRAR OF TITLES

Memorandum of Mortgage to National Australia Bank Limited

No. L 458571V
PRODUCED 21 APR 1993
REGISTERED 27 APR 1993 *H. L. L. L.*
REGISTRAR OF TITLES

Memorandum of Mortgage to Peter Kozlowski and Maureen G. Kozlowski as joint tenants

PRODUCED 21 APR 1993
REGISTERED 27 APR 1993 *H. L. L. L.*
REGISTRAR OF TITLES

Published on Resources Disclosure Log
RTI Act 2009

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QUEENSLAND.

LEASE OF PASTORAL HOLDING UNDER PART III, DIVISION I., OF
 "THE LAND ACT OF 1910."
 [TERM EXCEEDING TEN YEARS.]

LESSEE: *Patrick Callaghan*
 DISTRICT: *Coock*
 NAME OF HOLDING: *"Strathleven"*
 AREA: *351 square miles*

GEORGE THE FIFTH, by the Grace of God,
 of the United Kingdom of Great Britain and
 Ireland, and of the British Dominions beyond the
 Seas, King, Defender of the Faith:—

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas *Patrick Callaghan*
 of *Mount Coulgrave* in the State of *Queensland*

in pursuance of Part III., Division I., of "The Land Act of 1910," is now entitled to a Lease of the Land described in the Schedule endorsed on these Presents for the term and at the yearly rent hereinafter mentioned, and with, under, and subject to the conditions, stipulations, reservations, and provisos in the said Act and hereinafter contained: Now KNOW YE that, in consideration of the premises and of the rent hereby reserved, WE, in pursuance of the said Act, DO HEREBY, for Us, Our Heirs and Successors, demise and lease unto the said *Patrick Callaghan*

(hereinafter designated "the Lessee") *his Executors Administrators*
 and lawful assigns, ALL that Portion of Land situate in the District of *Coock*

in Our said State, more particularly described in the Schedule hereto, To HOLD unto the said *Lessee his*
Executors Administrators

and lawful assigns, for pastoral purposes only, for and during the term of *thirty years*
 to be computed from the First day of *July 1911* subject to the conditions and provisos in Part III., Division I., of the said Act, and to all other rights, powers, privileges, terms, conditions, provisions, exceptions, restrictions, reservations, and provisos referred to, contained, or prescribed in and by the said Act, and "The Mining on Private Land Act of 1909," or any Regulations made or which may hereafter be made under the said Acts, or either of them: YIELDING and Paying unto Us, Our Heirs and Successors, for the first period of *ten years* of the said term the yearly rent or sum of

one hundred and seventy five pounds ten shillings Sterling

being at the rate of *ten shillings* per square mile per annum on the total area of the said Holding, and for the second and each succeeding period of the said term respectively such yearly rent or sum as shall be assessed and determined by the Land Court in accordance with "The Land Act of 1910" in respect of the various periods into which the said Lease is divided in accordance with the said Act; such rent to be paid on or before the Thirtieth day of September in each and every year during the currency of this Lease at the Treasury, in Brisbane, in Our said State, or at such other place as may from time to time be appointed by the Governor of Our said State in Council; the first future payment to be made on the Thirtieth day of September now next ensuing: PROVIDED ALWAYS, that until the rents for the various periods if any subsequent to the first shall have been assessed and determined by the said Land Court the said Lessee shall continue to pay at the time and place hereinbefore prescribed the same amount of rent as theretofore paid by the said Lessee or Predecessors in title. And that when the amount of rent has been assessed and determined by the said Land Court the said Lessee shall on the Thirtieth day of September then next ensuing pay at the place hereinbefore prescribed any arrears of rent found due by the

said Lessee to us at the rate so assessed and determined to the intent that the balance due by the said Lessee to us may thereby be adjusted: PROVIDED ALWAYS that if the rate of rent paid by the said Lessee prior to such assessment and determination shall exceed the rate so assessed and determined the said excess of payment shall be credited to the said Lessee towards payment of the rent which may subsequently become due by the said

Lessee his Executor Administrators and lawful assigns in respect of the Land hereby demised:

PROVIDED NEVERTHELESS, and these presents are upon the express condition that the Lessee

and assigns shall

PROVIDED ALWAYS AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all Gold and Minerals (the term "Minerals" to have the same meaning as in "The Mining on Private Land Act of 1909"), and all Mines of Gold and Minerals, on and below the surface of the said Land: AND WE DO HEREBY ALSO RESERVE unto Us, Our Heirs and Successors, and to such persons as shall from time to time be duly authorised by Us in that behalf during the term of the said Lease, the free right and privilege of access, including ingress, egress, and regress, into, upon, over, and out of the said Land, for the purpose of searching for or working Gold and Minerals, or any of them, or Mines of Gold and Minerals, or any of them, in any part of the said Land: AND WE DO FURTHER RESERVE the right of any person duly authorised in that behalf by the Governor of Our said State in Council at all times to go upon the said Land, or any part thereof, for any purpose whatsoever, or to make any survey, inspection, or examination of the same.

In Testimony whereof, We have caused this Our Lease to be Sealed with the Seal of Our said State.

WITNESS Our Trusty and Well-beloved Sir WILLIAM MACGREGOR,
Doctor of Medicine, Knight Grand Cross of Our Most Distinguished
Order of St. Michael and St. George, Companion of Our Most
Honourable Order of the Bath, Governor of Our State of
QUEENSLAND and its Dependencies, in the Commonwealth of Australia,
at Government House, Brisbane, in Queensland aforesaid, this
11th day of July
in the third year of Our Reign, and in the year of Our
Lord One thousand nine hundred and twelve

Wm Macgregor

Description

Commencing at a gum tree marked $\frac{T^1}{P^3}$ on the left bank of the Palmer River about five miles above the confluence of the King River and bounded thence by lines bearing south sixteen miles thirty six chains west about thirty miles seventy chains and north about five miles twenty three chains to the said river at a gum tree marked $\frac{T^1}{P^1}$ and thence by the left bank of that river upwards to the point of commencement -

John

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RTI Act 2009

Transfers and Mortgages.

Transfer of the within described holding

To James Gordon and Robert Gordon, the younger of Strathleven

Registered this 21st day of October 1911

W. H. Hodgins
for the Under Secretary.

Pursuant to the provisions of Sections 4 and 5 of "The Land Acts Amendment Act of 1929" the term of the within lease has been extended for the period of ten (10) years.

A. G. Schiele
for Secretary, Land Administration Board.

Mortgage produced the 12th day of October 1911 from James Gordon and Robert Gordon, the younger of Strathleven to the Bank of New South Wales Principal sum secured £2,000 and further advances repayable at 3% per annum

Interest payable at 3% per annum
No. 101612 Registered this 21st day of October 1911
W. H. Hodgins
for the Under Secretary.

TRANSFER of the Lessee's Interest in the within-described building to Eric Stephen Martel, John Gilbert William Martel and Thomas Philip Martel as tenants in common in equal interests
Registered: - 7 APR 1949
J. O. Sheahan
Secretary, Land Administration Board.

Received the within mentioned Lease Bank of N.S.W. Wales & John Cluesoch
22.7.13

Mortgage No. 101612 from Eric Stephen Martel, John Gilbert William Martel and Thomas Philip Martel to the Bank of New South Wales
this 19th day of April 1949
J. O. Sheahan
Secretary, Land Administration Board.

Transfer of the within described holding

To James Gordon of Strathleven

Registered this 26th day of October 1915

W. H. Hodgins
for the Under Secretary.

Mortgage produced this 5th day of October 1915 from James Gordon to the Bank of New South Wales Principal sum secured £500 and further advances repayable at 3% per annum
this 7th day of October 1915
A. G. Schiele
for the Under Secretary.

Recd Lease of Newalls & John Cluesoch
18.11.15

Mortgage produced the 22nd day of March 1927 from James Gordon to the Bank of New South Wales Principal sum secured £1,500 and further advances repayable at 3% per annum
this 24th day of April 1949
J. O. Sheahan
Secretary, Land Administration Board.
No. 42527 Registered: 9.4.49
for Under Secretary.



QUEENSLAND

LEASE FOR A TERM OF YEARS



40033747

Land Act 1994

Elizabeth the Second, by the Grace of God, Queen of Australia,
and Her other Realms and Territories, Head of the Commonwealth:-

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WE, with the advice of the Executive Council, under Section 15(1) and 162(1) of the Land Act 1994, lease as LEASE FOR A TERM OF YEARS all that parcel of land described in Schedule 1, for the term of years specified in Schedule 2, to the person described in Schedule 3.

SUBJECT TO -

- (a) the payment of the annual rent under the Land Act 1994; and
- (b) the reservations specified; and
- (c) the conditions specified in schedule 4; and
- (d) such other reservations and conditions as may be contained in and declared by the laws of the State.

Specified Reservations -

- (a) All minerals (as defined by the Mineral Resources Act 1989) on and below the surface of the land
- (b) The right of access for the purpose of searching for and working any mines (as defined by the Mineral Resources Act 1989) in any part of the land
- (c) All petroleum (as defined by the Petroleum Act 1923) on and below the surface of the land
- (d) All rights of access for the purpose of searching for and for the operations of obtaining petroleum in any part of the land, and all rights of way for access and for pipelines and other purposes requisite for obtaining and conveying petroleum in the event of petroleum being obtained in any part of the said land

IN TESTIMONY WHEREOF, WE have caused this OUR lease to be sealed with the Seal of the State of Queensland.

WITNESS our Trusty and Well-beloved His Excellency Major General Peter Arnison, AC, CVO, Governor in and over the State of Queensland and its Dependencies, in the Commonwealth of Australia at Government House, Brisbane, in Queensland aforesaid, this 25th day of July, in the 51st Year of Our Reign and in the year of Our Lord 2002.

SCHEDULE 1 - DESCRIPTION OF LAND

Lease Ref: TL 217691

Lot/Plan
434/SP136214

County
STRATHFELDEN

Parish
THARWA

Area 90000 Ha.

Purpose of Lease: Pastoral

Note: For details of description, dimensions and marking of boundaries refer to plan mentioned above.

SCHEDULE 2 - TERM OF LEASE

Commencing on 24 June 2002 for a term of 30 years, expiring on the 23 June 2032

SCHEDULE 3 - LESSEE

HARBON PTY LTD A.C.N. 010620505

SCHEDULE 4 - SPECIFIED CONDITIONS

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- (1) The lessee must use the leased land for pastoral purposes.
- (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 Rural Lands Protection Act 1985 and the Local Laws and requirements of the Council of the Shire of Cook.
- (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 indemnifies and agrees to keep indemnified the State of Queensland, Crown Instrumentalities, local governments and other statutory bodies (the Indemnified) 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 State of Queensland granting this lease to the lessee and which is connected to or resulting from the lessees' use and occupation of the leased land (all 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 State of Queensland. The lessee hereby releases and discharges the Indemnified from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified.
- (9) The lessee must ensure that the use and development of the leased land conforms to the Planning Scheme, Local Laws and requirements of the Council of the Shire of Cook, binding on the lessee.
- (10) The lessee must give the Minister administering the Land Act 1994, information about the lease, when requested.
- (11) The lessee must not destroy any trees on the leased land, unless in accordance with the Land Act 1994.
- (12) 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 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.
- (13) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.

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- (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.
- (2) 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.

C342 The lessee must comply with any lawful requirements of the Town Planning Scheme By-Laws and requirements of the Mareeba Shire Council.

E22 The lessee must, during the whole term of the lease, protect the leased land from erosion and effect such works as are considered necessary in the opinion of the Minister for Natural Resources and Mines.

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 erosion or other result or consequence caused by global climatic change.

L110 The lessee must during the term of the lease, to the satisfaction of the Minister administering the Land Act 1994, at their own cost, reinstatement, repair and/or maintenance of all erosion and degradation prevention measures undertaken on the leased land in a good and substantial state of repair.

M538 The lessee must enter into an agreement with the Minister administering the Land Act 1994 (as and when required) regarding the management of the property. Such an agreement is to be in the form of a Property Management Plan.