

INTERNAL STATE TENURE SEARCH
NATURAL RESOURCES & MINES, QUEENSLAND

Search Date: 06/12/2005 10:22 am

Title Reference: 17596115
Date Created: 22/10/1995

DESCRIPTION OF LAND

Tenure Reference: SL 43/50257

LOT 1 CROWN PLAN JD7
County of JARDINE Parish of CAYLEY
Local Government: COOK SHIRE

Area: 3.463000 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:
BUSINESS (RADIO COMMUNICATION INSTALLATION SITE)

TERM OF LEASE

Term and day of beginning of lease

Term: 20 years commencing on 02/12/1988

Expiring on 01/12/2008

REGISTERED LESSEE

Dealing No: 707872829 07/07/2004

TELSTRA CORPORATION LIMITED A.C.N. 051 775 556

CONDITIONS

C179 No compensation for improvements or developmental works shall be payable by the Crown at the expiration of the term of the lease, but the lessee shall have the right to remove movable improvements within a period of three months, provided all moneys due by the lessee to the Crown on any account whatsoever have been paid. However should the leased land revert to the Crown and be again made available for lease or purchase the former lessee shall be entitled to receive payment for the value of his improvements or developmental work in accordance with the principles set out in the said Act.

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Page 1/-

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CONDITIONS (Continued)

- C174 Except as hereinafter provided, the lessee shall 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 Mining Act 1968) or other material upon the leased land without the permission of the Minister except under the authority of and in compliance in every respect with the requirements of a permit, license, agreement or contract granted or made under the Forestry Act 1959.
- C5 The lessee shall 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.
- K1 The lessee shall maintain the leased land free from noxious plants.
- E10 The lessee shall pay the cost of any required survey of the leased land.
- M76 The Lessee shall use the leased land as a site for a Radio Communication Installation, for purposes incidental thereto and for no other purposes whatsoever.
- M76 The Lessee shall if and when called upon to so do, enter into an agreement with any State Government Department or Instrumentalities (hereinafter called the State) providing for access to, from and across the leased land for the purpose of constructing and/or maintaining installations on land adjoining or adjacent thereto.
- H1 Neither the Crown nor the Local Authority will be responsible for the provision of access to the leased land.
- G1 The lessee shall not utilise nor be permitted to utilize the provisions of Section 207 of the Land Act 1962.
- M166 The lessee shall have the right to clear the leased land of all standing timber and maintain such area free from regrowth during the term of the lease.

ENCUMBRANCES

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status	Location
702625764	TREE CL PER GARY COTTER,	20/04/1998 11:42	CUR	CS-GEN -00

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Page 2/-

INTERNAL STATE TENURE SEARCH
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UNREGISTERED DEALINGS - NIL

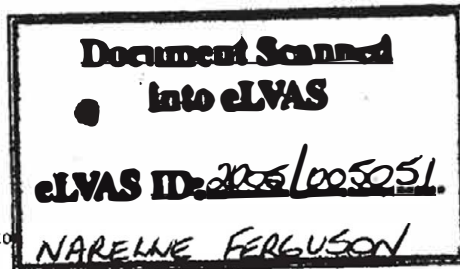
ORIGINAL LEASE IN EXISTENCE - Yes

VERSION 1

** End of State Tenure Search **

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**Queensland
Government**

Enquiries Vwendla Templeton
Telephone (07) 4722 5263
Your reference CNS/007426
Our reference TSV5206

Environmental Protection Agency

Incorporating the
Queensland Parks and Wildlife Service

8 July 2005

Manager
Land Management and Use
Department of Natural Resources and Mines
PO Box 94
INNISFAIL QLD 4860

Attn: Narelle Ferguson

Dear Narelle

**Renewal of Special Lease No 43/50257
Lot 1 on plan JD7, part of Heathlands Resources Reserve, Cook Shire
Applicant: Telstra Corporation**

I refer to your letter dated 28 February 2005 requesting the Agency's views in respect to the above application. In response, the Environmental Protection Agency wishes to advise that it would not support the renewal of SL 43/50257 under the *Land Act 1994*, as the lease is over Heathlands Resources Reserve (Lot 3 on plan JD8). As 'resources reserve' is a tenure under the *Nature Conservation Act 1992* (NC Act), it would be more appropriate for any future dealings over Lot 1 to be conducted by this Agency under the NC Act.

The EPA also wish to advise that there is no objection to the issue of a lease under the NC Act at this time under similar conditions, and the applicant should be advised to contact Director Geoff Mercer (External Relations QPWS) on (07) 3227 8796 as soon as possible to discuss future leasing arrangements for Lot 1.

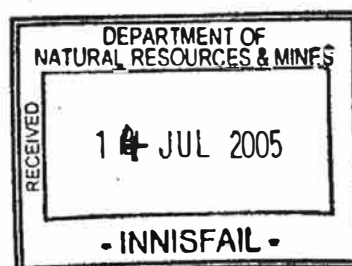
Thank you for the opportunity to comment in this instance.

Yours sincerely

sch4p3(3) Prejudice the protection of an individuals right to privacy

Anthony Morrison
**A/Manager Environmental Planning
EPA Northern Region**

Page 1 of 1 - TSV5206



Old Quarantine Station Pallarenda
Queensland 4810 Australia
PO Box 5391 Townsville
Queensland 4810 Australia
Telephone 07 4722 5241
Facsimile 07 4722 5256
Website www.epa.qld.gov.au
ABN 87 221 587 861 33

Date: 09/10/2007
eLVAS Case Id: 2007/005129
Application Type: Renewal of Lease
Other Reference:
Notings database: 07N22949
Applicant: Department of Natural Resources and Water
Fee: \$190.80
Description of Land: Lot 1 on JD7, parish of Cayley, county of Jardine, Cook Shire.
Tenure: Special Lease
Proposed Action: Lease Renewal

BACKGROUND

- Application for renewal of Special Lease SL 43/50257 received on 15/05/2007 and relevant application fee of \$190.80 is paid
- SL 43/50257 commenced on 02/12/1988 for a term of 20 years, expiring on 01/12/2008 for the purpose of Business (Radio Communication Installation Site)
- The proposed use is for the same purpose – Radio Communication Installation Site

NATIVE TITLE

Native title has been addressed under Module BA of the Native Title Work Procedures – Previous Grants and Vestings of Exclusive Possession.

CULTURAL HERITAGE

A search of the notings database reveals there is no cultural heritage on the subject land.

INTERESTED PARTIES VIEWS

In reference to Submission dated 4 December 2006 for eLVAS case 2005/005051, there are some points that require clarification;

(i) Lot 3 on JD8 is exclusive of the Telstra lease, described as Lot 1 on JD7 and is not over the Heathlands Resource Reserve. Therefore, it cannot be dealt with under the Nature Conservation Act. As a result of this, the views of the Environmental Protection Agency (EPA) can not be implemented. I.e. EPA cannot grant a permit under the NCA.

(ii) As a result of extensive tenure negotiations, it is the intention of the Cape York Tenure Resolution Task Force for part of Lot 3 on JD8, which fully surrounds the external boundaries of Lot 1 on JD7 to become Aboriginal Land Act (ALA) Freehold. The final outcome will be that the Telstra lease will be surrounded by ALA and therefore existing access rights will continue under both the Telecommunications Act 1997 and Aboriginal Land Act 1991.

RENT

Annual rent for SL 43/50257 is \$5,000 plus \$500 GST (Category 7) and is paid up until 30 June 2008.

s182 of the Land Act 1994 – Rent categories states:

(1) The categories into which a lease, licence or permit may be allocated for rent assessment are the categories prescribed under the regulations.

(2) A lessee, licensee or permittee must be given written notice of the reason for the inclusion of the lease, licence or permit in a particular category.

(3) A lessee, licensee or permittee may appeal against the inclusion of the lease, licence or permit in a particular category.

By way of section 182(1) of the Land Act 1994 – Rent Categories and section 8 of the Land Regulation 1995 – Categories of leases for rent assessment – Act, s 182, a Category 7 lease is described as “communications sites” and the purpose of SL 43/50257 is “Radio Communication Installation Site”.

Therefore it will be recommended that the proposed new lease will be a Category 7 lease for rental purposes.

Further, in accordance with s183 of the Land Act 1994, rentals are calculated by multiplying the most recently made valuation by the rate prescribed under the regulations, in this case 5%. However, s183(4) requires that the rent must not be less than the minimum prescribed under the regulations. i.e. s20 of the Land Regulations Act 1995 – for a

Category 7 lease used for commercial use of UHF (broad band), a microwave relay station, a satellite communication earth station or a cable regeneration facility is \$5,000.00

As the rental valuation for the lease is \$3,200, the minimum rental of \$5000 will apply.

SURVEY

Crown Plan JD7 is fully surveyed.

ACCESS

Currently there is no dedicated access to Lot 1 on JD7. Telstra leases are issued on the basis that access is catered for under the provisions of the Telecommunications Act 1997. Therefore, as with the current lease, a new lease will issue without dedicated access. It should also be noted that upon transfer of the surrounding area under the ALA, the provisions of that Act will apply with respect to previous access rights continuing.

VALUATION

A valuation assessment is not required as the minimum rent will be greater than the calculated rent of 5%.

TERM

SL 43/50257 was issued for a term of twenty (20) years, therefore it is considered appropriate to issue a new lease for a term of twenty (20) years.

CONDITIONS

The current lease has a condition (G1) which prohibits the lessee applying to freehold the lease. It is intended that the proposed new lease will have a similar condition (G16). The reasons for this decision include the fact that the proposed lease is surrounded by land proposed to become Aboriginal Land Act freehold land and does not have dedicated access. Therefore, it is proposed the most appropriate use for the subject land is for communication purposes and if in the future it is no longer needed for this purpose, the State will require the ability to deal with the land in a manner that provides for the most appropriate alternative tenure.

RELEVANT LEGISLATION AND DEPARTMENTAL POLICIES

Land Act 1994

s.4 – Object of this Act

s.15(1) – Governor in Council may lease land

s.16 – Deciding appropriate tenure

s.121 – Leases of unallocated State land

s.123 – Priority criteria

s.159 – Issues the Minister must consider

s.162(1) – Acceptance of Offer

Policy – PUX/952/053 - Leasing land for the purpose of the Telecommunications Act 1991

s.4 Object of this Act

In addressing section 4 of the Land Act 1994, consideration has been given to Consultation. Consultation was carried out between the EPA and this department in reference to the proposed Telstra lease renewal.

s.16 Deciding most appropriate tenure

(1) Before land is allocated under this Act, the chief executive must evaluate the land to assess the most appropriate tenure and use for the land.

(2) The evaluation must have taken account of State, regional and local planning strategies and policies and the object of this Act.

These items have been considered during the appraisal of the views of the relevant authority and in the assessment undertaken under Section 159 of the Land Act 1994.

SECTION 159 ASSESSMENT:

An assessment has been made of section 159 of the Land Act 1994.

With reference to Section 159 of the Land Act 1994, "The Minister must consider the following issues before making a decision to offer to renew a lease":

(a) **The interest of the lessee;** Yes

(b) **Whether part of the lease should be set apart and declared as State forest under the Forestry Act 1959;** No

(c) **Whether the public interest could be adversely affected, other than for an issue mentioned in paragraph (b), if the lease were renewed;** No

(d) **Whether part of the lease is needed for environmental or nature conservation purposes;** No

(e) **Whether a substantial part of the lease is at serious risk from land degradation;** No

(f) **Whether a substantial part of the lease suffers from serious land degradation;** No

(g) **Whether the lessee has complied with, or to what extent the lessee has complied with, the conditions of the lease;** Yes

(h) **Whether part of the lease has a more appropriate use from a land planning perspective;** No

(i) **Whether part of the lease is on an island or its location, topography, geology, accessibility, heritage importance, aesthetic appeal or like issues make it special;** No

(j) **Whether part of the lease is needed for a public purpose;** No

(k) **Whether part of the lease is needed for property build-up purposes of other properties without reducing the remaining land to less than a living area;** No

(l) **Whether the lease could be subdivided without reducing the remaining land to less than a living area.**
No

RECOMMENDATION

In consideration of above statements, may the following be approved under the provisions of the *Land Act 1994* and relevant Departmental policy:

- May approval be given, in terms of section 15(1) and 162(1) of the Land Act 1994 to offer a new Term Lease over Lot 1 on JD7, parish of Cayley, to the current registered lessees, being Telstra Corporation Limited for a term of twenty (20) years with the purpose of Communication (namely Radio Communication Installation Site) with a rental Category 7 (communication sites) sub-category 2, with application of the minimum rental as per section 20(a)(ii) of the Land Regulation Act 1995 and subject to the terms and conditions set out in the Conditions Report 2007/005129.

Chanel Bradley
Administration Officer
Cape York Tenure Resolution Task Force
Indigenous Services
North Region

09/10/2007

Author: Chanel Bradley
Ref number: 2007/005129
Your Ref: 30164400
Directorate / Unit: Cape York Tenure Resolution Task Force
Phone: 4039 8364

09 October 2007

Telstra Corporation Limited
C/- United Group Services Pty Ltd
GPO Box 2474
BRISBANE QLD 4001

Dear Sir/Madam

RE: RENEWAL OF SL 43/50257 OVER LOT 1 ON PLAN JD7, PARISH OF CAYLEY

Further reference is made to the above matter and you are advised that the Department offers to request the Minister to seek the issue by the Governor in Council of a grant to Telstra Corporation Limited A.C.N. 051 775 556 of a further priority Term Lease over Lot 1 on Plan JD7 in terms of Sections 15(1) & 162(1) of the Land Act 1994 on the attached terms and conditions (as stated in conditions report 2007/005129 dated 9 October 2007 attached) and your compliance with the following requirements:

STANDARD REQUIREMENTS OF OFFER

- (1) Completion of the attached *Notification of Acceptance of Conditions of Offer* by all proposed tenure holders or their authorised representatives and lodgement of same in this Office.
- (2) Complete the attached form of surrender, and return to this office, **together with the original instrument of lease**
- (3) Payment of the sum of \$5,574.15 as detailed on the attached account. Both copies of the account should be returned to the Office with your payment.
- (4) As at the date of this letter, the annual rent for Special Lease SL 43/50257 shows an outstanding amount of \$6.90. Please find a Rental Position statement enclosed as at 9 November 2007 for which payment must be made. If payment is made after this date, please request for a fresh Rental Position statement prior to making this payment to ensure any additional accrued penalty is paid.

The proposed lease will be for a term of twenty (20) years, and subject to an Estimate of First Year's rent payable as a deposit of \$5,000.00 for the first rental period, including a goods and services tax component of \$500.00. Please note that rent on the subject lease will be based on a percentage of the unimproved capital value and will be reassessed annually.

Address: William McCormack Place ◇
5b Sheridan Street ◇ Cairns ◇ QLD ◇ 4870
PO Box 937 ◇ Cairns ◇ QLD ◇ 4870
Telephone: (07) 4039 8364
Facsimile: (07) 4057 3365
Website: www.nrw.qld.gov.au

The unimproved value of the land for rental purposes has been assessed on the basis the land is used for Radio Communication Installation Site (Category 7) and as such rental is calculated at the rate of 5% of the unimproved value.

In terms of Section 421 of the Land Act 1994 you are advised that you have the right to appeal against the category of the lease, such appeal to be lodged within forty-two (42) days from the date of this letter. An approved Form LA14, being Application for an Internal Review of an Original Decision, is available from any Department of Natural Resources and Water Land Service Centre upon request or at the following web address: www.nrw.qld.gov.au/land/state/application_forms.html, form number LA14 'Application For Internal Review Of An Original Decision'.

You are required to pay a deposit on the proposed lease calculated on the proposed first years rent inclusive of GST. Such deposit will be applied to future rental amounts.

Upon receipt of acceptance of all conditions of the above offer, and Governor in Council approval of a new lease, a tax invoice will be issued covering the rental period to 30 June.

It should be noted that whilst this Department has no objections to you using the land for the purpose as proposed by you, it will still be necessary for you to comply with all of the requirements of the Local Authority including zoning and building permits etc in respect of your proposed use of the area.

A recent search of the Cultural Heritage Register and database indicated there is no listed Aboriginal cultural heritage on the subject property of this application. However, this does not mean that the area does not contain or hold Aboriginal cultural heritage, it simply means that the area may not have been subject to cultural heritage survey in the past.

In Queensland, Aboriginal cultural heritage is protected whether or not it has been identified or listed. Aboriginal cultural heritage can exist on an area of land regardless of the land tenure. Substantial penalties exist for unlawfully harming Aboriginal cultural heritage.

Under section 23 of the *Aboriginal Cultural Heritage Act 2003* a person who carries out an activity must take all reasonable and practicable measures to ensure the activity does not harm Aboriginal cultural heritage (the "cultural heritage duty of care").

A copy of the cultural heritage duty of care guidelines gazetted under the *Aboriginal Cultural Heritage Act 2003* can be acquired from www.nrw.qld.gov.au/cultural_heritage/. You will comply with duty of care in relation to cultural heritage if you act in accordance with:

- the cultural heritage duty of care; or
- the duty of care guidelines; or
- an agreement with the Aboriginal party for the area; or
- a cultural heritage management plan approved under part 7 of the Aboriginal Cultural Heritage Act 2003.

Your attention is drawn to the requirement of the Foreign Ownership of Land Register Act 1988-1990 that only a foreign person, as defined in that Act or a trustee of a foreign person,

must lodge a Notification of Ownership form for each interest acquired. No fee is payable and further enquiries can be directed to the Foreign Ownership Registry - Phone (07) 322 78274. The *Notification of Acceptance of Conditions of Offer* and *Surrender* forms together with payment of all required monies must be returned to the Department by close of business on **20 November 2007**, *otherwise this offer will lapse*.

If you believe you will be unable to comply with **all** the conditions of this offer by the due date, you may apply in writing for an extension of time. However extensions of time may **not be granted** to make payment of the purchase price in full.

Applications for extensions of time must be made before the offer lapses and must address the following: -

- what action you have taken to comply with the offer conditions; **AND**
- why the conditions cannot be complied with by the due date; **AND**
- the extension of time requested.

If an extension of time is granted, the Department reserves the right to re-assess the land values or any conditions of this offer and seek payment of any increase in the prescribed fees and charges.

If you do not apply for an extension of time and the offer lapses, a fresh application and application fee will be payable if you wish the department to revive the application. If a new application is made, the matter will be re-investigated and a fresh decision will be made, which may include re-assessment of the land values involved and all other conditions and requirements applicable to the dealing. This re-assessment may also result in the application being refused.

Please address any correspondence relative to this matter to Chanel Bradley, Administration Officer, at the address below quoting reference number 2007/005129. Should you have any questions in regard to this matter, please contact me on telephone 07 4039 8364, or by email to chanel.bradley@nrw.qld.gov.au

Yours faithfully

Chanel Bradley
Administration Officer
Cape York Tenure Resolution Task Force
Indigenous Services
North Region

Encl. Plan JD7
Account insert account number/reference
Conditions Report for case 2007/005129
Notification of Acceptance of Offer
Form 107 – Surrender
Rental Position statement

B/C The Chief Executive Officer
Cook Shire Council
PO Box 3
COOKTOWN QLD 4871

Encl. Conditions Report for case 2007/005129

B/C The Manager
Environmental Planning
Environmental Protection Agency
PO Box 5391
TOWNSVILLE QLD 4810

Encl. Conditions Report for case 2007/005129

B/C The Manager
Environmental Planning
Environmental Protection Agency
PO Box 5391
TOWNSVILLE QLD 4810

For your information

Yours sincerely

sch4p3(3) Prejudice the protection of an individuals right to privacy

Chanel Bradley
Administration Officer
State Land Asset Management
Land and Vegetation Services
North Region

Author: Chanel Bradley
File / Ref number: 2007/005129
Your ref: 30164400
Directorate / Unit: State Land Asset Management
Phone: (07)40398713

10 March 2008

Telstra Corporation Limited
C/- United Group Services Pty Ltd
GPO Box 2474
BRISBANE QLD 4001

Dear Sir / Madam

**RENEWAL OF SPECIAL LEASE 43/50257 DESCRIBED AS LOT 1 ON JD7, PARISH
OF CAYLEY**

Lessees: Telstra Corporation Limited A.C.N.

I refer to previous correspondence and wish to advise that the above action has been finalised as per the attached Recording Advice.

Please quote reference number 2007/005129 in any future correspondence.

Yours sincerely

sch4p3(3) Prejudice the protection of an individual's right to privacy

Chanel Bradley
Administration Officer
State Land Asset Management
Land and Vegetation Services
North Region

Office :
NRW Cairns
3rd Floor Government Offices,
5b Sheridan Street
Cairns QLD 4870

Postal :
NRW Cairns
PO Box 937
Cairns QLD 4870

Telephone : (07) 4039 8364
Fax: (07) 4051 0851

10 March 2008

Enquiries to: Bradley, Chanel
Telephone: (07)40398713

RECORDING ADVICE - NEW DOCUMENT

Case: 2007/005129 Action: 1 Lease Renewal

Service Centre: Cairns

Lease for a Term of Years No.232141 commenced on 1 November 2007.

Previous Tenure
17596115 Special Lease

Other details relating to the new tenure are as follows:

Title Reference: 40055864

Lot	Plan	Parish
1	JD7	Cayley

Area (ha): 3.4630 (ha) Surveyed

Term of Lease: 20 years

Tenancy: SOLE TENANT

Lessee
TELSTRA CORPORATION LIMITED ACN 051775558

Tenant Correspondent: United Group Services / Brisbane
Correspondence Address: GPO Box 2474
Brisbane QLD 4001

Conditions:

A78

- (1) The lessee must use the leased land for communication purposes (Radio Communication Installation Site) and for purposes incidental thereto and for no other purposes whatsoever..
- (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

Page 1 of 2

Local Laws and requirements of the Cook Shire 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 Cook Shire Council, binding on the lessee.
- (9) The lessee must give the Minister administering the Land Act 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 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.

G61 The lessee of this lease is not allowed to make an application for conversion in terms of the Land Act 1994.

I86 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.

Author: Chanel Bradley
Ref number: 2007/005129
Your Ref: 30164400
Directorate / Unit: Cape York Tenure Resolution Task Force
Phone: 4039 8364

Department of
Natural Resources and Water

11 October 2007

Telstra Corporation Limited
C/- United Group Services Pty Ltd
GPO Box 2474
BRISBANE QLD 4001

Dear Sir/Madam

RE: RENEWAL OF SL 43/50257 OVER LOT 1 ON PLAN JD7, PARISH OF CAYLEY

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STANDARD REQUIREMENTS OF OFFER

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Address: William McCormack Place ♦
5b Sheridan Street ♦ Cairns ♦ QLD ♦ 4870
PO Box 937 ♦ Cairns ♦ QLD ♦ 4870
Telephone: (07) 4039 8364
Facsimile: (07) 4057 3365
Website: www.nrw.qld.gov.au

The unimproved value of the land for rental purposes has been assessed on the basis the land is used for Radio Communication Installation Site (Category 7) and as such rental is calculated at the rate of 5% of the unimproved value.

In terms of Section 421 of the Land Act 1994 you are advised that you have the right to appeal against the category of the lease, such appeal to be lodged within forty-two (42) days from the date of this letter. An approved Form LA14, being Application for an Internal Review of an Original Decision, is available from any Department of Natural Resources and Water Land Service Centre upon request or at the following web address: www.nrw.qld.gov.au/land/state/application_forms.html, form number LA14 'Application For Internal Review Of An Original Decision'.

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It should be noted that whilst this Department has no objections to you using the land for the purpose as proposed by you, it will still be necessary for you to comply with all of the requirements of the Local Authority including zoning and building permits etc in respect of your proposed use of the area.

A recent search of the Cultural Heritage Register and database indicated there is no listed Aboriginal cultural heritage on the subject property of this application. However, this does not mean that the area does not contain or hold Aboriginal cultural heritage, it simply means that the area may not have been subject to cultural heritage survey in the past.

In Queensland, Aboriginal cultural heritage is protected whether or not it has been identified or listed. Aboriginal cultural heritage can exist on an area of land regardless of the land tenure. Substantial penalties exist for unlawfully harming Aboriginal cultural heritage.

Under section 23 of the *Aboriginal Cultural Heritage Act 2003* a person who carries out an activity must take all reasonable and practicable measures to ensure the activity does not harm Aboriginal cultural heritage (the "cultural heritage duty of care").

A copy of the cultural heritage duty of care guidelines gazetted under the *Aboriginal Cultural Heritage Act 2003* can be acquired from www.nrw.qld.gov.au/cultural_heritage/. You will comply with duty of care in relation to cultural heritage if you act in accordance with:

- the cultural heritage duty of care; or
- the duty of care guidelines; or
- an agreement with the Aboriginal party for the area; or
- a cultural heritage management plan approved under part 7 of the *Aboriginal Cultural Heritage Act 2003*.

Your attention is drawn to the requirement of the Foreign Ownership of Land Register Act 1988-1990 that only a foreign person, as defined in that Act or a trustee of a foreign person,

must lodge a Notification of Ownership form for each interest acquired. No fee is payable and further enquiries can be directed to the Foreign Ownership Registry - Phone (07) 322 78274. The *Notification of Acceptance of Conditions of Offer* and *Surrender* forms together with payment of all required monies must be returned to the Department by close of business on **22 November 2007**, otherwise this offer will lapse.

If you believe you will be unable to comply with **all** the conditions of this offer by the due date, you may apply in writing for an extension of time. However extensions of time may **not be granted** to make payment of the purchase price in full.

Applications for extensions of time must be made before the offer lapses and must address the following: -

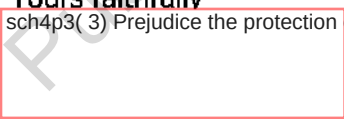
- what action you have taken to comply with the offer conditions;
 - why the conditions cannot be complied with by the due date;
 - the extension of time requested.
- AND
AND**

If an extension of time is granted, the Department reserves the right to re-assess the land values or any conditions of this offer and seek payment of any increase in the prescribed fees and charges.

If you do not apply for an extension of time and the offer lapses, a fresh application and application fee will be payable if you wish the department to revive the application. If a new application is made, the matter will be re-investigated and a fresh decision will be made, which may include re-assessment of the land values involved and all other conditions and requirements applicable to the dealing. This re-assessment may also result in the application being refused.

Please address any correspondence relative to this matter to Chanel Bradley, Administration Officer, at the address below quoting reference number 2007/005129. Should you have any questions in regard to this matter, please contact me on telephone 07 4039 8364, or by email to chanel.bradley@nrw.qld.gov.au

Yours faithfully

 sch4p3(3) Prejudice the protection of an individuals right to privacy

Chanel Bradley
Administration Officer
Cape York Tenure Resolution Task Force
Indigenous Services
North Region

Encl. Plan JD7
Account 701005129
Conditions Report for case 2007/005129
Notification of Acceptance of Offer
Form 107 – Surrender
Rental Position statement

B/C The Chief Executive Officer
Cook Shire Council
PO Box 3
COOKTOWN QLD 4871

Encl. Conditions Report for case 2007/005129

B/C The Manager
Environmental Planning
Environmental Protection Agency
PO Box 5391
TOWNSVILLE QLD 4810

Encl. Conditions Report for case 2007/005129

Published on DNRME Disclosure Log
RTI Act 2009

Draft Conditions for

Case: 2007/005129

Action: 1

As at: 11 Oct 2007

- A78
- (1) The lessee must use the leased land for communication purposes (Radio Communication Installation Site) and for purposes incidental thereto and for no other purposes whatsoever..
 - (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 Cook Shire 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 Cook Shire Council, binding on the lessee.
 - (9) The lessee must give the Minister administering the Land Act 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 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.

- G61 The lessee of this lease is not allowed to make an application for conversion in terms of the Land Act 1994.
- 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.



Notification of acceptance of conditions of offer in terms of the Land Act 1994

Case Id – 2007/005129

Department of Natural Resources & Water

Chanel Bradley

NRW Cairns

PO Box 937

Cairns

4870 QLD

I/We,

Telstra Corporation Limited A.C.N. 051 775 556

(Full Name/s of Applicants)

of,

C/- United Group Services Pty Ltd

GPO Box 2474

Brisbane QLD 4001

(residential address or registered office)

being the person/s to whom an offer has been made in terms of 15(1) and 162(1) of the Land Act 1994 and in accordance with NRW's letter of offer dated 9 October 2007

HEREBY GIVE YOU NOTICE that:

☐

I/we accept the conditions of the offer.

I/We note that this acceptance shall not be effective until I/we have complied with all the conditions of the offer within the time specified.

Particulars of land

Tenure Type - Term Lease

Description - Lot/Plan Lot 1 on JD7

Parish- Cayley

County- Jardine

Area (ha) - 3.46 ha

Annual Rent/Purchase price – 5,500.00
inclusive of GST

Conditions - Attached

Postal :
NRW Cairns
PO Box 937
Cairns
4870 QLD

Telephone : (07) 4039 8364
Fax: (07) 4057 3365





SURRENDER OF LEASE / LICENCE / PERMIT

(In accordance with Sections 105, 180, 327 and 481 of the *Land Act 1994*)

THIS APPLICATION IS TO BE LODGED WITH THE NEAREST OFFICE OF THE DEPARTMENT OF NATURAL RESOURCES AND WATER

1 Property Description

Title Reference	Lot/Plan	Parish	Local Government
17596115	Lot 1 on JD7	Cayley	Cook Shire Council

2 Surrender of Part or Whole of the Lease or Whole of the Licence / Permit Area

☐ *Part or ☒ *Whole (*"X" which ever is applicable)

3 Lessee / Licensee / Permittee

Telstra Corporation Limited A.C.N. 051 775 556

4 Conditions of Surrender (If applicable)

Do hereby surrender and transfer to the State of Queensland all my right, title and interest in and to the said Lease for the purpose of:

- Being issued a new Term Lease

In terms of section 162 of the Land Act 1994

5 Execution

*I / *We being the *lessee / *licensee / *permittee in item 3, do hereby surrender and transfer to The State of Queensland, all of *my / *our right, title and interest in and to the said *lease / *licence / *permit as described in items 1 and 2, subject to any conditions detailed in item 4.

(* Cross out which ever is not applicable)

Witness

Execution Date

Lessee / Licensee / Permittee Signature

.....signature

...../...../.....

.....

.....full name

.....qualification

(eg Legal Practitioner, JP, C.Dec)

REGION: NORTH

DATE: 11/10/2007

DISTRICT OFFICE: CAIRNS

TENURE REF: 1 SL 43/50257

FUND CODE: 11

TITLES REF: 17596115

LESSEE: TELSTRA CORPORATION LIMITED

DUE DATE 01/09/2008

ASSOC A/C: N

RENTAL POSITION/CLEARANCE

CURRENT ANNUAL RATE:	\$	5,000.00	AS AT 09/11/2007
(Exclusive of GST)			FROM 01/07/2007
AMOUNT PENDING:	\$	0.00	(Amount due in the near future)
(Inclusive of GST)			
ACCOUNT BALANCE:	\$	6.85	(Negative balance means A/C in credit)
(Inclusive of GST)			
PENALTY TO 09/11/2007:	\$	0.10	(Penalty is charged for late payments)
TOTAL:	\$	6.95	

PAYOUT PARTICULARS

THIS IS NOT A FREEHOLDING TENURE.

I REFER TO YOUR REQUEST OF THE / / REF:
 CONFIRMING THAT YOU ARE THE REGISTERED LESSEE OR HAVE AUTHORISATION FROM THE
 LESSEE TO OBTAIN THIS INFORMATION.

THE ABOVE INFORMATION IS CORRECT ONLY FOR THE DATE OF ISSUE AND MAY BE SUBJECT
 TO A BACKDATED CHANGE DUE TO INFORMATION NOT PRESENTLY AVAILABLE TO THE LANDS
 TENURE LEDGER.

.....
 FOR DISTRICT MANAGER
 DEPT NATURAL RESOURCES AND WATER

.... / /

**** END OF REPORT ****

Author: Chanel Bradley
Ref number: 2007/005129
Your Ref: 30164400
Directorate / Unit: Cape York Tenure Resolution Task Force
Phone: 4039 8364

Department of
Natural Resources and Water

11 October 2007

~~Telstra Corporation Limited
 C/- United Group Services Pty Ltd
 GPO Box 2474
BRISBANE QLD 4001~~

Dear Sir/Madam

RE: RENEWAL OF SL 43/50257 OVER LOT 1 ON PLAN JD7, PARISH OF CAYLEY

Further reference is made to the above matter and you are advised that the Department offers to request the Minister to seek the issue by the Governor in Council of a grant to Telstra Corporation Limited A.C.N. 051 775 556 of a further priority Term Lease over Lot 1 on Plan JD7 in terms of Sections 15(1) & 162(1) of the Land Act 1994 on the attached terms and conditions (as stated in conditions report 2007/005129 dated 11 October 2007 attached) and your compliance with the following requirements:

STANDARD REQUIREMENTS OF OFFER

- (1) Completion of the attached *Notification of Acceptance of Conditions of Offer* by all proposed tenure holders or their authorised representatives and lodgement of same in this Office.
- (2) Complete the attached form of surrender, and return to this office, **together with the original instrument of lease**
- (3) Payment of the sum of \$5,574.15 as detailed on the attached account. Both copies of the account should be returned to the Office with your payment.
- (4) As at the date of this letter, the annual rent for Special Lease SL 43/50257 shows an outstanding amount of \$6.90. Please find a Rental Position statement enclosed as at 9 November 2007 for which payment must be made. If payment is made after this date, please request for a fresh Rental Position statement prior to making this payment to ensure any additional accrued penalty is paid.

The proposed lease will be for a term of twenty (20) years, and subject to an Estimate of First Year's rent payable as a deposit of \$5,000.00 for the first rental period, including a goods and services tax component of \$500.00. Please note that rent on the subject lease will be based on a percentage of the unimproved capital value and will be reassessed annually.

Address: William McCormack Place ♦
 5b Sheridan Street ♦ Cairns ♦ QLD ♦ 4870
 PO Box 937 ♦ Cairns ♦ QLD ♦ 4870
Telephone: (07) 4039 8364
Facsimile: (07) 4057 3365
Website: www.nrw.qld.gov.au

The unimproved value of the land for rental purposes has been assessed on the basis the land is used for Radio Communication Installation Site (Category 7) and as such rental is calculated at the rate of 5% of the unimproved value.

In terms of Section 421 of the Land Act 1994 you are advised that you have the right to appeal against the category of the lease, such appeal to be lodged within forty-two (42) days from the date of this letter. An approved Form LA14, being Application for an Internal Review of an Original Decision, is available from any Department of Natural Resources and Water Land Service Centre upon request or at the following web address: www.nrw.qld.gov.au/land/state/application_forms.html, form number LA14 'Application For Internal Review Of An Original Decision'.

You are required to pay a deposit on the proposed lease calculated on the proposed first years rent inclusive of GST. Such deposit will be applied to future rental amounts.

Upon receipt of acceptance of all conditions of the above offer, and Governor in Council approval of a new lease, a tax invoice will be issued covering the rental period to 30 June.

It should be noted that whilst this Department has no objections to you using the land for the purpose as proposed by you, it will still be necessary for you to comply with all of the requirements of the Local Authority including zoning and building permits etc in respect of your proposed use of the area.

A recent search of the Cultural Heritage Register and database indicated there is no listed Aboriginal cultural heritage on the subject property of this application. However, this does not mean that the area does not contain or hold Aboriginal cultural heritage, it simply means that the area may not have been subject to cultural heritage survey in the past.

In Queensland, Aboriginal cultural heritage is protected whether or not it has been identified or listed. Aboriginal cultural heritage can exist on an area of land regardless of the land tenure. Substantial penalties exist for unlawfully harming Aboriginal cultural heritage.

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Yours faithfully

sch4p3(3) Prejudice the protection of an individuals right to privacy

Chanel Bradley
Administration Officer
Cape York Tenure Resolution Task Force
Indigenous Services
North Region

Encl. Plan JD7
Account 701005129
Conditions Report for case 2007/005129
Notification of Acceptance of Offer
Form 107 – Surrender
Rental Position statement

B/C The Manager
Environmental Planning
Environmental Protection Agency
PO Box 5391
TOWNSVILLE QLD 4810

Encl. Conditions Report for case 2007/005129

For your information

I refer also to letter dated 20 November 2006 from your agency in regards to application made by Telstra Corporation Limited to renew Special Lease SL 43/50257, described as Lot 1 on JD7, parish of Cayley, County of Jardine.

This advice reconfirms Lot 1 on JD7 is exclusive of the Heathlands Resource Reserve and therefore cannot be dealt with under the Nature Conservation Act 1992.

Yours faithfully

sch4p3(3) Prejudice the protection of an individuals right to privacy

Chanel Bradley
Administration Officer
Cape York Tenure Resolution Task Force
Indigenous Services
North Region

Draft Conditions for

Case: 2007/005129

Action: 1

As at: 11 Oct 2007

- A78
- (1) The lessee must use the leased land for communication purposes (Radio Communication Installation Site) and for purposes incidental thereto and for no other purposes whatsoever..
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Author Ray Drew
File / Ref number ELVAS 2005/005051
Directorate / Unit State Land Asset Management Maryborough
Phone 07 41211770
Your Ref: TSV/5206

18 October 2006

Environmental Planning
Environmental Protection Agency
PO Box 5391
TOWNSVILLE QLD 4810

Dear Sir,

RE: RENEWAL OF SPECIAL LEASE 43/50257, LOT 1 ON PLAN JD7, PARISH OF CAYLEY

I refer to the above and your letter of 8 July, 2005 and advise lot 1 on plan JD7 is not part of Heathlands Resource Reserve (Lot 3 on plan JD8).

Furthermore I advise Lot 3 is still recorded in the books of this Department as Department and Official Purposes No R7. This reserve was gazetted on 4/10/1986 page 625.

For this reserve to be cancelled it will be necessary for the gazetted trustees of the reserve, Director-General and Under Secretary Department of Primary Industries and Director of National Parks and Wildlife, to formally advise this Department the reserve is no longer required for its gazetted purpose and requesting the reserve be cancelled.

In relation to lot 1 I advise that once Reserve for Departmental and Official Purposes Reserve R7 is cancelled and Special Lease No 43/50257 expires (1/12/2008) formal application can be made by your Agency for the inclusion of same into Heathlands Resources Reserve and any matters pertaining to leasing will be between yourselves and Telstra Corporation.

This matter will be held in abeyance until further advice is received from your Agency. If no reply is received within 30 days of date hereof this Department will continue with the renewal application made Telstra Corporation.

Station Chambers, 120 Lennox Street
PO Box 212 Maryborough
Queensland 4650 Australia
Telephone + 61 7 41211770
Facsimile + 61 7 41224007
Website www.dnr.qld.gov.au
E-Mail: Ray.Drew@dnr.qld.gov.au

Yours sincerely

Ray Drew
Land Officer

Published on DNRME Disclosure Log
RTI Act 2009



**Queensland
Government**

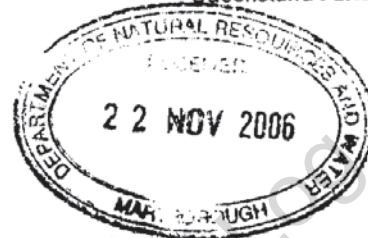
Enquiries Anthony Morrison
Telephone (07) 4722 5261
Your reference ELVAS 2005/005051
Our reference TSV5206

Environmental Protection Agency

Incorporating the
Queensland Parks and Wildlife Service

20 November 2006

Manager
Land Management and Use
Department of Natural Resources and Water
PO Box 212
MARYBOROUGH QLD 4650



Attn: Ray Drew

Dear Ray

**Renewal of special lease 43/50257, lot 1 on JD7
Parish of Caley, Shire of Cook
Applicant: Telstra Corporation**

I refer to your letter dated 18 October 2006 seeking further advice on the Heathlands Resources Reserve and the future tenure of lot 1 over which the Telstra special lease is held.

I have sought further advice within the Agency and wish to relay that it was agreed in the early 90's that the area covered by the Heathlands Resources Reserve become part of the protected area, and this received whole of government sign off. At this time the DNRW was advised and requested to update their records. As the Department and Official Purposes Reserve no longer exists we now seek that DNRW amend their records accordingly.

With respect to lot 1 as a general rule the Agency seeks to eliminate inholdings within our estate and wish to investigate this option. The Telstra facility would then be given a permission under the *Nature Conservation Act 1992* which is considered the more appropriate option given its location within the protected area estate. As there are a significant number of such facilities on the Cape and a high level of protected area estate the Agency would be supportive of conducting a systematic review of these to deal with them in a coordinated manner.